INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JULY 28, 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 – July 7, 2014 City Council Session _____
      ii) Minutes – July 14, 2014 Regular Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending July 23, 2014 _____

   C. Pay Voucher No. 1, Change Order No. 2 and Change Order No. 3 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction _____

   D. Approve Custom Grading, Drainage Easement, and Drainage and Utility Easement Agreements for 8594 Inver Grove Trail _____

   E. Approve Storm Water Facilities Maintenance Agreement for a Rain Garden to be built at 6070 Cahill Avenue (River Heights Vineyard Church) _____

   F. Resolution Approving the Third Amendment to Revised and Restated Joint Powers Agreement (JPA) Establishing a Watershed Management Organization for the Lower Mississippi River Watershed and Revised Legal Boundary Map _____

   G. Resolution approving the Improvement Agreement, Storm Water Facilities Maintenance Agreement and related agreements for property located on the East Side of Clark Road, between 10900 and 11098 Clark Road _____

   H. Resolution Approving a Contract Addendum for Lloyd's Construction Services Inc. for Demolition at 8195 Babcock Trail _____

   I. Approve Contractor for Low E Ceiling for East Rink _____

   J. Approve Replacement of Waterpark Pool Furniture for Veterans Memorial Community Center _____

   K. Personnel Actions _____

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

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS: Consider the follow actions:

i) Assessment Hearing for the 2012 Pavement Management Program, Urban Street Reconstruction, City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court _____

ii) Consider Resolutions Approving Subdivision and Special Assessment Agreements Relating to Payment of Special Assessments for City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CONCORD CROSSROADS; Consider the following requests for property located 9008 Cahill Avenue:

i) Resolution relating to a Preliminary and Final Plat for a Two Lot Commercial Subdivision to be known as Concord Crossroads 2nd Addition _____

ii) Resolution relating to a Vacation of related Public Drainage and Utility Easements Associated with the Original Plat _____

B. CITY OF INVER GROVE HEIGHTS: Consider Resolution relating to the Vacation of Certain Drainage and Utility Easements within the plat of Argenta Hills _____

C. CITY OF INVER GROVE HEIGHTS; Consider Resolution Accepting the Opportunity City Program Summary Report prepared by the Urban Land Institute _____

ADMINISTRATION:

D. CITY OF INVER GROVE HEIGHTS: Consider approval of the following actions:

i) Ordinance Amending Inver Grove Heights City Code Title 1, Chapter 7, Section 6 related to the Authority to Duplicate Military and Overseas Absentee Ballots _____

ii) Resolution Delegating Duty of Duplicating Military and Overseas Absentee Ballots to the Dakota County Absentee Ballot Board when Necessary Prior to Delivery to the City _____

E. CITY OF INVER GROVE HEIGHTS: Consider Approval of Organizational Changes _____

8. MAYOR & COUNCIL COMMENTS

9. ADJOURN

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

INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, JULY 7, 2014 – 8150 BARBARA AVENUE

1. **CALL TO ORDER** The City Council of Inver Grove Heights met in work session on Monday, July 7, 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, City Attorney Kuntz, Community Development Director Link, Parks and Recreation Director Carlson, Chief Stanger, Fire Chief Thill and Deputy Clerk Kennedy. Bridget McCauley Nason from Levander, Gillen, and Miller was also in attendance.

2. DAKOTA COUNTY CDA HOUSING NEEDS ASSESSMENT

Mr. Link explained the Dakota County CDA periodically commissions a study of housing needs within the County for use in its future activities. The last study was completed by the same consultant in 2005, prior to the recession. The current report reflects an update with adjustments since that time to reset expectations going forward. The study analyzed projected needs of both assisted housing and market rate housing. The analysis addressed key demographic and market findings, housing demand calculations, and housing recommendations for for-sale housing, housing rehabilitation, subsidized or affordable rental housing, affordable senior rental, and special needs.

Leah Petricka, Dakota County CDA, explained the CDA used the information from the study for future planning of how to best serve the County's housing needs.

Mary Bujold, Maxfield Research, explained the study divided the County into three primary submarkets, developed, growth, and rural. She stated the developed category was reserved for cities with limited land available for new development. She noted although Inver Grove Heights was categorized as developed the demand calculations acknowledged that the Northwest Area was developing. She stated the new projections for 2040 were generally in sync with those of the Metropolitan Council. Between 2010 and 2030 the study projected approximately 49,000 new households across Dakota County and approximately 4,200 in Inver Grove Heights. The analysis projected a limited increase in the demand for senior housing until after 2020. She noted the age cohort of individuals from 55-74 would experience the fastest growth rate in this decade. The study reflected a demand for additional housing and a trend towards shrinking household sizes, with millennials becoming the largest age cohort later in the decade. In the next decade job growth was projected to increase by 19% across Dakota County and 43% in Inver Grove Heights alone. She noted that 11% of all metro area jobs were in Dakota County. The highest growth sectors in Inver Grove Heights were wholesale trade, accommodation/food service, and health services. Overall Dakota County was found to have a high median household income of approximately $71,000. The median household income in Inver Grove Heights was approximately $59,000. The income differences between home owners and renters was also analyzed. It was found that the median household income for home owners was approximately $87,000 versus $39,000 for renters. She explained Inver Grove Heights was projected to have a higher proportion of owned multifamily housing and a lower proportion of single family housing than the County-wide projections primarily due to the mix of densities that are currently guided for the community. She reviewed the general occupancy trends for rental housing in the metro area versus market rates. She noted it was difficult to get new market rate development. The average rent in Inver Grove Heights was $918 and the vacancy rate was 2.1%. She stated there was a significant demand for rental housing. In Dakota County there were 614 units considered to be deep subsidy rental housing, with 39 units located in Inver Grove Heights. There were approximately 1,400 rental units in Dakota County that were considered shallow subsidy, 166 of which were in Inver Grove Heights. She stated there was a vacancy rate of 0% for subsidized rental housing with waiting lists. In Inver Grove Heights 31% of renters paid 35% or more of their income for rent, and 21% paid 50% or more of their income for rent. Those statistics were similar to what was seen across the County.

Councilmember Piekarski Krech questioned what the difference was between deep subsidy and shallow subsidy.

Ms. Bujold explained shallow subsidy housing was targeted towards those that earned 50-60% of the area median income. Deep subsidy housing was for those that earned 50% or less of the median. She noted

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the targeted percentage of housing costs was generally 30% of a person's income. The market rate vacancy for senior housing in the City was 2.3% versus a vacancy rate of 2.9% overall in the County. She stated there was a balanced and diverse inventory of senior housing in the City. She discussed the state of the for-sale market in Inver Grove Heights. She stated the housing market was rebounding with 91 single-family permits issued by the City in 2013. The vacant developed lot supply in the City was at less than three (3) years for single-family housing and less than eleven (11) years for multi-family. She explained the County ranked the condition of residential and commercial properties and the percentage of buildings ranked 3 or higher had increased across the County since 2005 and the percentage ranked 2 or lower had decreased. She stated 1% of the residential units in Inver Grove Heights were rated 1-2 (poor quality) and 12% ranked 5-7 (high quality). The bulk of the residential units fell in the 3-4 range. She explained there was a high demand for all income categories of rental housing as well as a high need for shallow subsidy and deep subsidy housing. She noted vacancies were at the lowest level seen in ten (10) years. It was recommended that the CDA develop one (1) additional workforce housing property and one (1) additional affordable senior housing property after 2020. She reiterate the lot supply in Inver Grove Heights was at a 3-year benchmark and the for-sale multi-family market was expected to increase in next the 24 months.

Councilmember Piekarski Krech opined one of the major problems was those who need affordable housing also need affordable transportation. She stated there was no consistent bus transportation for people to get to their jobs and not enough public transportation in the City overall.

Mayor Tourville stated the report provided a lot of information that could be used to make decisions based on market trends.

3. OPPORTUNITY CITY PROGRAM REPORT

Cathy Bennett stated the goal of the Opportunity City Program was to identify and implement best practices that support a full range of housing choices for economic stability and regional prosperity. The expected outcome of the process was to develop an approach that identified local housing tools and strategies in support of housing choices. She reviewed the housing audit process. She noted a key part of the process was to review the existing policies and goals to understand how they aligned with the City's ability to support a full range of housing choices. She stated factors that hindered the City's ability to provide a full range of choices included the cost of vacant land, land topography, metropolitan service restrictions, deterioration of older housing, a community opposition to higher density development, a limited market demand for mixed use higher density development, limited financial capacity and resources, inconsistency in leadership direction, and an overall lack of transit accessibility. She explained the City was dominated by middle-aged households with 43% of all households age 35-55. From 2004-2011 the majority of growth (37%) was seen in those 55+. Households under age 35 experienced a 17% decline. She noted these trends could have a future impact on the stability of local schools, commercial businesses and city services. She stated limiting new housing options that are attractive and affordable to the younger age groups coupled with a low turnover in housing by those over age 55, could accentuate the loss of younger households.

Ms. Bennett explained part of the program included a site evaluation. A team of ULI MN professionals was charged with reviewing the 40 acre site at the northeast corner of 70th Street and Highway 3. The purpose of the evaluation was to determine the feasibility of a mixed use development including both market-rate and workforce medium to higher-density housing and significant commercial uses. She summarized the key recommendations including recruitment of a developer for the site and to take advantage of the current real estate market to achieve higher density goals on a smaller portion of the site. She noted although the site represented a geographic center, it was not the market center as the market was being driven to other areas of the City. She stated there were opportunities for development of the site because the City invested in utilities and had a willing seller. Overall the site was thought to be attractive for residential development, not necessarily for large-scale commercial development.

Councilmember Piekarski Krech questioned what factors were looked at because the site experienced a very high volume of traffic during rush hour.

Ms. Bennett stated it was thought that a commercial node with small businesses that would mostly serve residents of the area would have the best opportunity for success. She noted development of the site may require a phased approach. She explained the City would be better off supporting the development of higher density mixed uses in an area where amenities, transportation corridors, and a critical mass already existed.

Mayor Tourville noted the Holiday gas station in the area was one of the lower-performing stations in the City and it was not as busy as the owners would like it to be.

Councilmember Bartholomew opined the perceived lack of leadership was not consistent with the numbers reflected in the previous study.

Ms. Bennett explained the recommendations did recognize that the City had a well balanced housing stock with a range of housing values, households of all incomes, and a diversity of housing types. She stated it would become increasingly important for the City's leadership to support programs that encourage preservation and innovation as the existing housing ages while ensuring that new housing provides diversity in the mix of housing options. The study made four (4) recommendations for the City to consider. The first was to move from plan to action. She explained this may involve adoption of clear policies that support a full range of housing choices, and becoming more active in economic development activities to provide housing in key areas that could support higher densities. The second recommendation was to attract and retain young households. She explained this could involve supporting new rental housing in the City as new single-family homes are generally unaffordable for first time buyers, and increasing connectivity to support the younger generation's desire to live closer to work. The third recommendation was to respond to aging in place by considering accessory dwelling units, identifying naturally occurring retirement communities, and supporting one-level living and universal designs. The fourth recommendation was to enhance neighborhood preservation strategies through continued support of the CDA, and the implementation of a rental housing licensing program.

Councilmember Madden questioned if the reference to "City participation" meant funding.

Ms. Bennet stated it did not necessarily mean financial participation. She explained there were different opportunities for participation based on what goal is to be achieved. She reviewed the recommended short term actions including formal acceptance of the report and direction to the Housing Committee to prepare a strategic work plan that would prioritize recommendations and evaluate resources.

Councilmember Bartholomew questioned if the comment related to a perceived lack of consistency in leadership should be included in the final report.

Ms. Bennett explained the feedback was received through the survey that was conducted. She reiterated the report observed that the City did have a good mix of housing options. She noted the City's leadership could be clearer in how the Comprehensive Plan is implemented and could also be more clear in terms of how the City would support different housing choices and what level of participation the City would be interested in to achieve a different mix of housing options.

Mary T'Kach stated the Housing Committee was prepared to take the information contained in the report and move forward to find ways to keep the housing community vibrant. She asked the Council to support the policies recommended in the report and to provide direction to the Housing Committee on how to proceed.

Mayor Tourville suggested that the Housing Committee come back to the Council with priorities for review of current policies and ideas on implementation of the recommended BEST practices. He asked the committee to clearly identify and prioritize their recommendations.

Councilmember Bartholomew stated it was important for the Housing Committee to come up with a realistic short-term plan with goals that were achievable.

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Councilmember Piekarski Krech stated she would like to see the information from both reports combined. She reiterated that the transportation issue was a big factor because most residents leave town to go to work and shop outside of Inver Grove Heights.

Mary T'Kach opined that they had to decide what the community wants and determine how to keep the residential and commercial communities vibrant.

Frank Rauschnot opined that a lot of the issues could be solved with less government involvement and reduced taxes because that would bring businesses back to the United States. He added if the City had more commercial activity it would lead to an increase in housing development.

4. BODY ART ESTABLISHMENTS ORDINANCE

Ms. Nason explained state law now governed establishments practicing tattooing or body piercing. She noted the term "body art" now encompassed both activities. Beginning in 2011 all body art technicians were required to be licensed by the state department of public health. The state will also license body art establishments unless cities decide to regulate it themselves. Statute allows cities the opportunity to license body art establishments, in which case a state license would not be required, provided the city's regulations are more restrictive than state law. She explained Inver Grove Heights may decide to regulate body art establishments in order to limit the number of licensed establishments, restrict the types of body art procedures that can be performed, regulate the license application requirements, or prohibit mobile or temporary establishments. She summarized the contents of the proposed ordinance. She noted the City could not license technicians, but could require all technicians to obtain a state license. She provided an overview of the different types of body art procedures including: branding, micro pigmentation, scarification, sub dermal implantation and suspension. She explained the Council could choose, within the ordinance, to
Prohibit some or all of the procedures discussed.

Councilmember Bartholomew clarified that the procedures referenced were not prohibited by state law.

Ms. Nason replied in the affirmative.

Councilmember Piekarski Krech questioned what some of the surrounding cities had done.

Ms. Kennedy explained that most of the neighboring cities had chosen to repeal their ordinances and defer to the state regulations and licensing requirements. She noted that West St. Paul had adopted an ordinance that was more restrictive than state law and prohibited many of the procedures that had been discussed.

Mayor Tourville suggested drafting an ordinance that would limit the number of establishments in the City to two (2) and prohibit the procedures that were discussed.

5. DISCUSS EMERALD ASH BORER MANAGEMENT PLAN

Mr. Carlson explained the proposed plan would involve contracting with a tree removal specialist to remove all ash trees within the right-of-way, remove the stump, and restore the area with black dirt and seed. He stated a public information meeting would be held to educate the public about Emerald Ash Borer and the City's management plan. He noted the City would allow residents that want to chemically treat the trees to do so at the property owners cost. If the trees were not chemically treated staff would schedule their removal at the property owner's expense. It was anticipated that the City would complete removals within two (2) sections of the City per year beginning in 2015 and ending in 2019. He noted staff recognized that neighborhoods would lose considerable visual appeal if all of the ash trees were removed at one time and some residents may object to the removal of a mature ash tree from their front yard given the fact that there are no known occurrences of Emerald Ash Borer in the City at this time. He stated the intent would be to try to overcome the negative impacts of tree removal. An alternative option would be to take a more incremental approach and deal with the removal of ash trees on a case-by-case basis. Tree removal would only occur at the request of the property owner, or if the tree became damaged or dangerous. One drawback to that type of approach would be that when Emerald Ash Borer is discovered

the City would have to dedicate considerable resources to deal with the infestation.

Mr. Lynch explained the City did not allow trees to be planted within the right-of-way so if a tree was removed and not replaced the City may receive push back from property owners. He added that the City could not plant trees on private property either.

Mayor Tourville stated there has been a difference of opinion amongst the public regarding Emerald Ash Borer and some disagreement from the University of Minnesota regarding the need to remove all Ash trees.

Councilmember Piekarski Krech stated she would hate to see the City remove a healthy tree. She suggested educating residents and neighborhoods about what they have and how to detect signs of infestation. She stated that approach may give people a chance to plant something new before the trees in front of their homes are removed.

Mr. Carlson stated the City could notify those that have an Ash tree of their options and put information on the City's website. He noted that staff wanted people to become aware that they may lose their trees eventually.

Councilmember Piekarski Krech stated she liked the idea of sending a notification letter to all those with an Ash tree.

Councilmember Bartholomew stated it was important to educate property owners on what to watch for because there were treatments available.

Mr. Carlson suggested the City could give people the option to have a tree removed at their request.

Councilmember Bartholomew stated the City needed to clearly communicate with the property owner that they could not plant another tree in the same location within the right-of-way. He questioned if the City could remove any tree in the right-of-way.

Mr. Lynch stated the City had the authority but had not chosen to remove any trees up to this point.

6. DOG PARK LOCATION

Mr. Carlson explained staff reviewed several locations for a dog park and recommended that a six (6) acre portion of Heritage Village Park be considered. He noted there would need to be some minor adjustments to the Master Plan if the plans for a dog park moved forward. Staff contacted the League of Minnesota Cities Insurance trust and found that the City's insurance premiums would not be negatively impacted by the addition of a dog park. Dog owners wanting to use the park would be required to make application on an annual basis. Staff would verify the dog's licensure and vaccination records during the application process. Based on research of surrounding communities it was recommended that the City charge $20 for residents and $40 for non-residents to use the park. He reviewed the suggested capital improvements to establish a dog park such as parking, fencing, site amenities, and potential landscaping. He stated funding could come from the Park Acquisition and Development Fund or from the remaining proceeds of a grant received by the City.

Councilmember Bartholomew expressed concern that use of the recommended site would conflict with the Master Plan for Heritage Village Park.

Mayor Tourville questioned how big the dog park was in South St. Paul.

Mr. Carlson indicated it was six (6) acres in size.

Mayor Tourville opined he was not sure the park needed to be six (6) acres and suggested reducing the size to three (3) acres.

Councilmember Madden stated those visiting the dog park in South St. Paul did use the entire six (6) acres and it was nice to have so much space.

Councilmember Mueller stated he was concerned about the proposed site because it was a prime location

in the park.

Mr. Carlson stated the north end of the park was funded by a DNR grant that had restrictions attached to it. He added it would be difficult to put a parking lot on north end for access to dog park.

Councilmember Bartholomew question what the additional maintenance costs would be.

Mr. Carlson stated there would be minimal staff time for general clean-up, the grass would have to be cut on a regular basis, routine fence maintenance, and trash removal.

Councilmember Madden stated most people were pretty good about policing themselves and cleaning up after their dogs.

Mayor Tourville questioned if water would be provided as an amenity.

Mr. Carlson stated the City could consider adding that amenity.

Mr. Lynch stated this represented an opportunity to perhaps start smaller and then consider growth in future depending on the use of the dog park.

Mayor Tourville stated other communities have put money into amenities for the park so it isn't just an open field. He added the proposed site was the only one that likely would not cause major disruption in the neighborhood.

Councilmember Piekarski Krech suggested it be located closer to the performance area where a parking lot was already planned.

Mayor Tourville questioned if the proposed parking lot would only serve the dog park.

Mr. Carlson responded in the negative. He explained the long-term plan would be that the parking lot would also serve the playground area.

Councilmember Piekarski Krech stated she would like the dog park to be moved away from 65th Street because that was a premiere area of park.

Mr. Carlson stated staff could look into other locations within Heritage Village Park.

7. COMPREHENSIVE GOOSE MANAGEMENT PROGRAM

Mr. Lynch stated the item would be brought back for discussion by the Police Chief in the near future.

8. ADJOURN

The meeting was adjourned by a unanimous vote at 9:30 p.m.

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

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, July 14, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Finance Director Smith, Parks and Recreation Director Carlson, Chief Stanger, and Deputy Clerk Kennedy

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Mayor Tourville removed Item 4F from the Consent Agenda.

Councilmember Bartholomew removed Item 4H from the Consent Agenda.

A. Minutes – June 23, 2014 Regular City Council Meeting

B. **Resolution No. 14-99** Approving Disbursements for Period Ending July 9, 2014

C. **Resolution No. 14-100** Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

D. Pay Voucher No. 10 for City Project No. 2006-08, Asher Water Tower Replacement

E. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 7562 Alpine Court (Lot 2, Block 3, Argenta Hills 3rd Addition)

G. Authorize Distribution of the Draft Third Generation Inver Grove Heights' Water Resources Management Plan (WRMP)

I. Approve Massage Therapist License

J. **Resolution No. 14-101** Appointing Election Judges for the 2014 Primary and General Elections

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

Ayes: 5
Nays: 0 Motion carried.

F. Resolution Accepting Emmons & Olivier Resources, Inc. (EOR) Proposals for General Engineering Services to Assist with Development Reviews – Water Resources

Mayor Tourville stated the item would be tabled. He clarified that the process would continue to move forward but the dollar amount would be further discussed.

Mr. Lynch stated it was not staff's intent to stop the application process. He explained staff would like to meet with the prospective consultant to decide what could be done to meet the current standards outlined in the City's ordinances and storm water design guidelines. He noted staff also wanted to meet with the developer to discuss a more reasonable escrow amount.

Councilmember Mueller stated he had concerns about the cost of the proposal. He suggested obtaining three (3) additional proposals for the work to see if a more competitive price could be obtained.

Councilmember Bartholomew stated he wanted to ensure that the process would not be slowed down if the item was tabled.

Mayor Tourville questioned if staff could put together a scope of work to be completed and obtain additional proposals for a cost comparison. He stated the developers commented that the process and prices were not competitive because a proposal was only obtained from one consultant.

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Mr. Thureen explained the consulting firm that supplied the proposal outlined a price range for each of the three (3) plats that would need to be reviewed. The price range was based on both staff's and the consultant's experience with other developments that have already taken place in the Northwest Area. He noted there was an entirely different design process for the Northwest Area than for development in any other area of the City and virtually anywhere else in the metro area due to the landlocked design of the storm water management system. He stated the City spent a fair amount of time and effort into developing the design manual specifically for the Northwest Area to ensure that the system would be sustainable for the long-term. He explained while there were a handful of consultants he would feel comfortable with, Emmons & Olivier Resources was the only consultant that knew the manual well. He stated the cost estimate was primarily a function of the effort that the developer's consultant put into the project. He explained storm water was the foundation for the overall design for the Northwest Area and the manual clearly laid out the steps for how to approach the design of a development in the Northwest Area. If those steps were not followed by a developer the cost could increase further.

Mayor Tourville stated Emmons & Olivier Resources should know the storm water design manual well because that was the consulting firm that put it together. He opined that the proposal seemed a little overpriced considering the level of expertise the firm should already have with respect to the manual.

Mr. Thureen reiterated the storm water system in the Northwest Area required a very difficult and intricate design.

Mayor Tourville questioned how long it would delay the process to put together a scope of work to seek additional proposals.

Mr. Thureen stated staff could seek proposals from other firms. He explained the scope of work would be fairly simply because the consultant was being asked to review the development proposals using the City's storm water manual. He noted the unknown would be the amount of time each consultant factored into learning the contents of the manual to be competent enough to use it.

Councilmember Piekarski Krech stated that was why the number of hours included in the proposal from Emmons & Olivier Resources came as a shock. She opined if that firm wrote the manual it should not take their consulting staff that long to determine whether or not the development proposals meet the criteria and standards. She questioned what the review cost for the Argenta Hills development.

Mr. Thureen stated the cost information was being compiled for all other developments that had taken place in the Northwest Area to date.

Mayor Tourville stated it may put everyone's mind at ease to get proposals from other firms to do a cost comparison.

Councilmember Bartholomew stated the estimated number of hours contained in the proposal seemed extraordinary to him considering the consulting firm wrote the storm water manual. He questioned if the estimated number of hours was based on the consultant's opinion that the developer's engineer did not know what they were doing.

Mr. Thureen stated the consultant estimated a conservative number of hours for the work based on their experience of going through the process with other developments in the Northwest Area and specifically what they have seen to date from this particular developer and his engineer. He explained staff does monitor the whole process very closely to ensure that the consultant is making efficient use of their time. He noted the hourly rates for the other firms he would feel comfortable working with would be very similar.

Mr. Lynch clarified that seeking additional proposals would delay the process because review of the development design for each of the three (3) plats would be delayed. He proposed moving forward with a phased approach similar to what was used for the installation of utilities. Staff would meet with the consulting firm to determine the number of hours that would be required to begin the review for the first phase of the development. This would allow the process to continue to move forward at a lower initial

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cost. He opined that the number of hours required to review subsequent phases of the development would be reduced because the consultant would have experience working with the developer and his principal engineer.

Mayor Tourville stated the City already paid a great deal of money for the storm water manual. He opined he did not want to delay the application process further, but he also did not want to be abused by the consultant either. He reiterated the projected number of hours was too high.

Councilmember Mueller questioned if the hourly rates of other firms would be similar.

Mr. Thureen responded in the affirmative. He stated the hourly rate was a function of the staff that would be involved in the review process. He explained in the end it is all about coming up with a design that will meet the performance standards for the Northwest Area otherwise the system will not function properly over time.

Councilmember Mueller stated he was disappointed with the proposal from the consultant.

Mayor Tourville opined the proposal was put together with the knowledge that the City was not going to obtain any other competitive proposals for the work. He stated they should already have an understanding of the storm water manual because they have reviewed other developments in the Northwest Area.

Councilmember Piekarski Krech stated the number of hours should be more competitive. She suggested moving forward with the first phase of the work and putting together a RFP for review of the subsequent phases of the development.

Motion by Piekarski Krech, second by Bartholomew, to table consideration of the resolution accepting proposals from Emmons & Olivier Resources (EOR) for general engineering services to assist with development reviews and to proceed, on an hourly basis, with review of phase one of the proposed development and to direct staff to develop an RFP for review of subsequent phases

Ayes: 5
Nays: 0 Motion carried.

H. Approve Mid-Decade Analysis of Population Contract

Councilmember Bartholomew questioned if the City was permitted to use the proposed funding source for this purpose.

Mr. Carlson stated the use was considered to be for the development of the parks and recreation system and qualified to be funded via Fund 402.

Mr. Kuntz stated if the Parks and Recreation Director found that the proposed use was going to form the basis for a capital improvement or capital development plan for the parks system there was enough of a nexus to use Fund 402.

Councilmember Bartholomew opined that park acquisition differed from park improvement or capital improvement.

Councilmember Mueller suggested that the school districts and County could provide a lot of the information that is being sought.

Mr. Carlson explained the proposed consultant had already contacted the school districts and found they were willing to participate and provide data for the study. He stated the consultant would pull data from a number of different sources. He noted if the school districts were not willing to participate it likely would have cost the City more money.

Motion by Bartholomew, second by Piekarski Krech, to approve Mid-Decade Analysis of Population Contract

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Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Steve Schmidt, owner of property located at the northwest corner of Argenta Trail and T.H. 55, thanked the City for continuing to move the project along. He reminded the Council that three (3) issues were previously discussed, two (2) of which had not yet been addressed. He stated the issues related to the Peltier property still had to be addressed in order for the project to continue to move forward. He added that the City would also have to make a decision sooner than later with respect to the extension of utilities to the project area. He opined that the City's storm water management, open space, and density requirements limited what could go on the property and minimized the potential tax base that could be generated. He stated the financial feasibility study had not yet been completed. He asked the Council to emphasize the importance of staff continuing to work with the developer to keep the project moving forward and to maintain flexibility with respect to all of the requirements in place for the development.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. WATRUD PROPERTIES: Consider the following requests for property located on the east side of Clark Road, between 10900 and 11098 Clark Road:

i) Ordinance relating to a Zoning Code Amendment to Allow Office/Warehouse as a Conditional Use in the I-2, General Industry District

ii) Resolution relating to a Conditional Use Permit to Allow an Office/Warehouse Building in the I-2 District

iii) Resolution relating to a Conditional Use Permit to Allow a Contractor's Yard and Outdoor Storage for Items such as Landscaping Materials, Vehicles, and Equipment relating to a Business and Saleable Product

iv) Resolution relating to a Variance from Outdoor Storage Requirements in the I-2 District to Allow Outdoor Storage to Encroach into the required 100 Foot Buffer along Property Zoned A, Agricultural and Not be Required to Install Solid Screen Fencing

Mr. Link reviewed the location of the property. He explained the applicant would like to construct a 26,000 square foot office/warehouse building with a contractor's yard and outdoor storage. The I-2 zoning district requirements did not currently allow the office/warehouse use. The first part of the request was for an amendment to the zoning code in order to allow the proposed use. The second part of the request was for two (2) conditional use permits to allow the proposed use and a contractor's yard with outdoor storage. The request was unique in that the proposed facility would be a multi-tenant building and the applicant did not know who would be occupying the space. He explained the applicant did not want to come back to the City for separate approvals each time a new tenant rented space in the building and wanted flexibility with respect to the uses that would be allowed on the property. He noted the applicant would like to allow metal storage containers on the property, similar to what is allowed on a neighboring property. Planning staff felt that if the applicant rented space to a tenant who wanted to keep metal storage containers on the property an interim use permit would be required. He stated the two (2) variance requests related to the neighboring residential properties. Ordinance required outdoor storage to be setback at least 100 feet from the neighboring property zoned A, Agricultural. The applicant requested a 40 foot setback. Ordinance also required a solid wood fence to screen the neighboring residential properties. The applicant requested that he not be required to install solid fencing. Planning staff supported both variance requests. The Planning Commission recommended approval of all the requests with the added condition that metal storage containers be permitted if they were a part of a renter's business.

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Councilmember Madden added that there was no need for a solid fence because the neighboring properties were at a higher elevation and a fence would provide no screening.

Councilmember Piekarski Krech stated she would not have a problem with allowing metal storage containers as long as they were a part of a tenant's business. She noted she did not want to see the containers stored on the property for personal use.

Councilmember Bartholomew questioned how the neighboring property where metal storage containers were currently allowed was zoned.

Mr. Link stated the property was zoned B-3.

Councilmember Bartholomew clarified the applicant could store trailers on the property.

Mr. Link replied in the affirmative. He stated the Planning Commission made a similar observation.

Councilmember Piekarski Krech noted the storage facility located on a neighboring property was an interim use.

Councilmember Bartholomew questioned why the office/warehouse use could not be considered a permitted use in the I-2 zoning district.

Mr. Link explained staff simply reflected the I-1 regulations. He noted the Council could classify the use as permitted in the I-2 district.

Mayor Tourville questioned if the neighbors submitted any comments.

Mr. Link stated the neighbors were notified and one appeared at the Planning Commission meeting with questions regarding hours of operation for the facility.

Steve Watrud, applicant, explained he did not want to be required to come to the City every time he has a new tenant. He stated the question of metal storage containers was not related to the prospect of renting them. He explained he wanted the flexibility to accommodate a tenant's business needs. He noted it was not his intent to rent metal storage containers. He asked the City to make a decision with respect to what uses would be allowed in the I-2 district. He opined that the I-2 district was meant for the heaviest industrial use in the City and it should have the broadest scope. He clarified that in recent discussions with staff the idea was to eliminate the fencing requirement on the east side of the property because the topography was such that there would be no need for a fence.

Councilmember Mueller clarified the applicant did not want to install a fence of any kind on the east side of the property.

Mr. Watrud replied in the affirmative.

Mayor Tourville questioned if staff supported the request to forego fencing on the east side of the property.

Mr. Kuntz stated the resolution approving the variance requests contained language which indicated that the property owner would not be required to install solid screen fencing on the east side of the property.

Councilmember Piekarski Krech stated that could be interpreted to mean that fencing was still required, it simply did not have to be solid.

Mayor Tourville stated the applicant did not want to put up any type of fence.

Mr. Link explained staff's understanding was that the variance was to allow a chain link fence rather than a solid screen fence.

Councilmember Piekarski Krech questioned if the solid screen fencing was required because the property was located next to residential property.

Mr. Link replied in the affirmative. He explained the intent was primarily to provide screening for the residential properties.

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Councilmember Piekarski Krech questioned if fencing was required for I-2 property that was not located next to a residential property.

Mr. Link stated there would not be a requirement for a solid fence.

Mr. Watrud stated in this particular situation, with outside storage, a fence would typically be needed for security. He explained they would have a fence on the front and side of the property but the incline was such on the east side that nobody would be able to access the property.

Councilmember Madden stated if the applicant did not need a fence he should not be required to put one up.

Councilmember Bartholomew questioned if it had been determined whether or not fencing was a requirement for I-2 property.

Mr. Lynch stated City Code section 10-15-9 required screening of the property.

Councilmember Piekarski Krech suggested the Council could grant a variance from the screening requirement for the east side of the property. She added she did not see a downside to making the office/warehouse use permitted in the I-2 zoning district.

Councilmember Mueller clarified that the setback requirements would be eliminated at such time that the neighboring residential properties no longer existed.

Mr. Link stated the setback requirements would change in the future if the neighboring properties were rezoned.

Mr. Kuntz stated if Council's intent was to allow metal storage containers language should be added to the resolution to reflect that they were allowed as part of the conditional use permit.

Councilmember Bartholomew stated if the use was permitted the applicant would not need both conditional use permits.

Mr. Link stated the conditional use permit for the contractor's yard with outdoor storage would still be required, along with both variances.

Motion by Piekarski Krech, second by Bartholomew, to adopt Ordinance No. 1280 amending the zoning code to allow Office/Warehouse as a Permitted Use in the I-2, General Industry District and to waive the requirement for three readings of the ordinance

Ayes: 5
Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 14-102 approving a Conditional Use Permit to allow a Contractor's Yard and Outdoor Storage for Items such as Landscaping Materials, Vehicles, and Equipment relating to a Business and Saleable Product with the addition of Condition #9 to allow Metal Storage Containers and Trailers

Ayes: 5
Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-103 approving a Variance from Outdoor Storage Requirements in the I-2 District to Allow Outdoor Storage to Encroach into the required 100 Foot Buffer along Property Zoned A, Agricultural and Not be Required to Install Screening on the East Side of the Property

Ayes: 5
Nays: 0 Motion carried.

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B. CITY OF INVER GROVE HEIGHTS: Discuss Variance Requests Over the Last Five (5) Years to Identify any Patterns that may Warrant Changes to the Zoning Ordinance

Mr. Lynch explained Council received an inquiry related to patterns in variance requests.

Mr. Link stated staff reviewed variance requests that were presented to the Council over the last five (5) years. The most common type of variance request, dealt with approximately once per quarter, related to front yard setbacks. He noted they related to a variety of structures and there was not any one situation that particularly stood out. The second most common type of variance, seen approximately three (3) times per year, related to accessory structures. In the past when particular types of variances had been dealt with repeatedly ordinance amendments were suggested. At this time staff did not feel that any ordinance amendments were warranted. Staff did recommend a minor change related to conditional use permits for steel siding.

No action was taken on this item.

8. MAYOR & COUNCIL COMMENTS:

Mayor Tourville stated he received calls from residents with concerns about various rental properties in disrepair. The complainants understanding was that the City could not do anything to address the issues because current ordinances did not allow for further action to be taken. He asked staff to look into the issues to see if they could be addressed within the rental ordinance.

Mr. Lynch stated to some extent there was an expectation from residents that the City should go on to private property and remove items from that property. He clarified the City did not have the authority to remove property from private property. He noted the City also did not have the authority to remove vehicles from private property. He stated staff is trying to work with the neighborhood to explain the regulations in place that can be enforced and to establish a neighborhood watch program.

9. ADJOURN: Motion by Madden, second by Bartholomew, to adjourn. The meeting was adjourned by a unanimous vote at 8:40 p.m.

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AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of July 10, 2014 to July 23, 2014.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending July 23, 2014. The detail of these disbursements is attached to this memo.

General & Special Revenue	$415,943.58
Debt Service & Capital Projects	2,419,856.14
Enterprise & Internal Service	370,268.55
Escrows	35,717.79
Grand Total for All Funds	$3,241,786.06

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 July 10, 2014 to July 23, 2014 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING July 23, 2014

WHEREAS, a list of disbursements for the period ending July 23, 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	$415,943.58
Debt Service & Capital Projects	2,419,856.14
Enterprise & Internal Service	370,268.55
Escrows	35,717.79
Grand Total for All Funds	$3,241,786.06

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

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 7/10/2014 - 7/23/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
5 ALARM FIRE & SAFETY EQUIPMENT	140690-1	07/17/2014	120401	101.42.4200.423.40042	207.18
ACE PAINT & HARDWARE	519976/5	07/17/2014	501126	101.44.6000.451.40040	7.99
ACE PAINT & HARDWARE	520429/5	07/17/2014	501126	101.44.6000.451.40040	2.99
ACE PAINT & HARDWARE	520454/5	07/17/2014	501126	101.44.6000.451.60066	16.99
ACE PAINT & HARDWARE	520514/5	07/17/2014	501126	101.44.6000.451.40047	13.12
ACE PAINT & HARDWARE	520537/5	07/17/2014	501126	101.44.6000.451.40040	7.78
ACE PAINT & HARDWARE	520540/5	07/17/2014	501126	101.44.6000.451.40047	5.96
ACE PAINT & HARDWARE	520549/5	07/23/2014	501126	101.42.4000.421.60065	8.97
ACE PAINT & HARDWARE	520552/5	07/17/2014	501126	101.44.6000.451.60040	7.99
ACE PAINT & HARDWARE	520680/5	07/23/2014	501126	101.43.5200.443.60016	27.99
ACE PAINT & HARDWARE	520716/5	07/23/2014	501126	101.42.4000.421.60065	8.97
ACE PAINT & HARDWARE	520726/5	07/23/2014	501126	101.42.4200.423.60065	37.92
AFSCME COUNCIL 5	INV0029937	07/11/2014	UNION DUES (AFSCME FAIR SHAF	101.203.2031000	67.10
AFSCME COUNCIL 5	INV0029938	07/11/2014	UNION DUES (AFSCME FULL SHA	101.203.2031000	641.28
AFSCME COUNCIL 5	INV0029939	07/11/2014	UNION DUES (AFSCME FULL SHA	101.203.2031000	75.15
AKRON BRASS COMPANY	3816604	07/17/2014	C351701	101.42.4200.423.40042	374.71
BELLEISLE, MONICA	6/30/14	07/17/2014	REIMBURSE-MILEAGE	101.42.4200.423.50065	74.55
BITUMINOUS ROADWAYS, INC.	22476	07/23/2014	35266	101.43.5200.443.60016	17,926.02
BOHRER, ERIC	6/18/14	07/23/2014	REIMBURSE-UNIFORM	101.42.4000.421.60045	120.76
BUREAU OF CRIMINAL APPREHENSION	00000155018	07/23/2014	00000012981	101.42.4000.421.40044	390.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0029940	07/11/2014	MIGUEL GUADALAJARA FEIN/TAX	101.203.2032100	279.69
CENTURY LINK	6/22/14 651 457 418	07/17/2014	651 457 4184 746	101.44.6000.451.50020	58.94
CENTURY LINK	6/22/14 651 457 552	07/17/2014	651 457 5524 959	101.44.6000.451.50020	64.89
CITY OF MINNEAPOLIS RECEIVABLES	400413005021	07/17/2014	MAY 2014	101.42.4000.421.30700	2,671.20
CITY OF SAINT PAUL	IN00002317	07/23/2014	76	101.43.5200.443.60016	14,606.39
CLAREY'S SAFETY EQUIPMENT	156448	07/23/2014	090500	101.42.4200.423.40042	231.04
CMI, INC	801380	07/23/2014	550772	101.42.4000.421.60065	79.00
COMCAST	7/5/14 8772 10 591 (	07/23/2014	8772 10 591 0359526	101.42.4200.423.30700	12.63
CULLIGAN	6/30/14 157-984591(	07/17/2014	157-9845100-6	101.42.4200.423.60065	47.15
DAJ ENTERPRISES LLC	1876	07/17/2014	6/18/14	101.44.6000.451.30700	104.00
DAKOTA CTY TECH COLLEGE	JUNE 2014	07/23/2014	HAUGLAND AND HOWE PURSUIT	101.42.4000.421.50080	450.00
DANNER LANDSCAPING	10860	07/17/2014	6/18/14	101.44.6000.451.60016	288.00
ECOLAB	5329098	07/17/2014	019938869	101.42.4200.423.60065	308.42
EFTPS	INV0029960	07/11/2014	FEDERAL WITHHOLDING	101.203.2030200	45,614.45
EFTPS	INV0029962	07/11/2014	MEDICARE WITHHOLDING	101.203.2030500	12,351.78
EFTPS	INV0029963	07/11/2014	SOCIAL SECURITY WITHHOLDING	101.203.2030400	38,781.72
FIRE ENGINEERING	2014 RENEWAL 507	07/17/2014	507841013	101.42.4200.423.50070	21.00
FIRE SAFETY USA	69295	07/17/2014	6/15/14	101.42.4200.423.40042	1,370.00
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	101.41.2000.415.50030	50.55
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	101.42.4000.421.50030	50.55
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	101.42.4000.421.50030	50.56
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	101.43.5000.441.50030	50.55
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	101.45.3300.419.50030	50.56
FIRST IMPRESSION GROUP, THE	57922	07/17/2014	4363	101.41.1100.413.50032	2,789.08
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0029942	07/11/2014	HSA ELECTION-FAMILY	101.203.2032500	2,985.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0029943	07/11/2014	HSA ELECTION-SINGLE	101.203.2032500	2,836.61
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.41.1100.413.30550	29.57
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.41.2000.415.30550	80.11
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.42.4000.421.30550	269.55
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.43.5100.442.30550	59.09
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.43.5200.443.30550	33.17
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.44.6000.451.30550	57.11
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.45.3000.419.30550	17.50
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.45.3200.419.30550	14.57
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	101.45.3300.419.30550	22.67
GOODPOINTE TECHNOLOGY, INC.	2462	07/17/2014	2013 TRAILS AND PARKING LOT S	101.44.6000.451.30700	1,375.00
ICMA RETIREMENT TRUST - 457	INV0029944	07/11/2014	ICMA-AGE <49 %	101.203.2031400	4,665.40
ICMA RETIREMENT TRUST - 457	INV0029945	07/11/2014	ICMA-AGE <49	101.203.2031400	4,250.00
ICMA RETIREMENT TRUST - 457	INV0029946	07/11/2014	ICMA-AGE 50+ %	101.203.2031400	1,269.52
ICMA RETIREMENT TRUST - 457	INV0029947	07/11/2014	ICMA-AGE 50+	101.203.2031400	5,612.87
ICMA RETIREMENT TRUST - 457	INV0029948	07/11/2014	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	73.67
ICMA RETIREMENT TRUST - 457	INV0029957	07/11/2014	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	587.70
IMPACT PRINTING	40042	07/17/2014	6/30/14	101.45.3300.419.50030	318.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INSIGHT EDGE	1363	07/23/2014	COACHING	101.42.4000.421.50080	1,075.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.41.1100.413.30550	2.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.41.2000.415.30550	7.90
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.42.4000.421.30550	34.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.43.5000.441.30550	2.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.43.5100.442.30550	8.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.44.6000.451.30550	4.66
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.45.3000.419.30550	1.80
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	101.45.3300.419.30550	4.00
IUOE	INV0029949	07/11/2014	UNION DUES IUOE	101.203.2031000	1,121.75
KEEPRS, INC	245375-01	07/23/2014	INVERG0001	101.42.4000.421.60045	522.68
KENISON, TERRI	JUNE 2014	07/17/2014	JUNE 2014	101.42.4200.423.30700	850.00
KLASEN, LOIS	6/25/14	07/17/2014	REIMBURSE-LUNCH	101.42.4000.421.50075	22.03
LANGUAGE LINE SERVICES	3409519	07/23/2014	9020909043	101.42.4000.421.50020	16.83
LELS	INV0029950	07/11/2014	UNION DUES (LELS)	101.203.2031000	1,300.00
LELS SERGEANTS	INV0029958	07/11/2014	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	101.41.1000.413.30420	5,204.40
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	101.43.5000.441.30420	300.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	101.43.5100.442.30420	1,508.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	101.44.6000.451.30420	244.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	101.45.3200.419.30420	1,352.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 92000E	07/17/2014	92000E	101.42.4000.421.30410	35,199.19
LILLIE SUBURBAN NEWSPAPERS	6/30/14 001363	07/17/2014	001363	101.41.1100.413.50025	462.00
LILLIE SUBURBAN NEWSPAPERS	6/30/14 001363	07/17/2014	001363	101.41.2000.415.50025	630.00
METROPOLITAN COUNCIL ENVIRON SRVCS	JUNE 2014	07/23/2014	JUNE 2014	101.41.0000.3414000	(223.65)
MINNEAPOLIS OXYGEN CO.	171102128	07/23/2014	113504	101.42.4200.423.40042	62.40
MINNEAPOLIS OXYGEN CO.	171102129	07/23/2014	113504	101.42.4200.423.40042	68.64
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0029941	07/11/2014	JUSTIN PARRANTO FEIN/TAXPAY	101.203.2032100	495.61
MN DEPT OF LABOR & INDUSTRY	JUNE 2014	07/11/2014	JUNE 2014 SURCHARGE	101.207.2070100	3,625.90
MN DEPT OF LABOR & INDUSTRY	JUNE 2014	07/11/2014	JUNE 2014 SURCHARGE	101.41.0000.3414000	(72.52)
MN DEPT OF REVENUE	INV0029961	07/11/2014	STATE WITHHOLDING	101.203.2030300	19,048.45
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	101.207.2070300	154.56
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	101.207.2070300	0.76
MN FIRE SERVICE CERT BOARD	2771	07/23/2014	EXAM 6/7/14	101.42.4200.423.30700	300.00
MN FIRE SERVICE CERT BOARD	2774	07/23/2014	6/7/14 6/15/14 EXAM	101.42.4200.423.30700	400.00
MN GLOVE & SAFETY, INC.	279545	07/17/2014	CTINVP	101.43.5200.443.60045	79.98
NATURE CALLS, INC.	20789	07/17/2014	MAY 2014	101.44.6000.451.40065	1,580.00
OXYGEN SERVICE COMPANY, INC	03269164	07/23/2014	04394	101.42.4000.421.60065	24.00
PERA	INV0029951	07/11/2014	PERA COORDINATED PLAN	101.203.2030600	32,535.02
PERA	INV0029952	07/11/2014	EMPLOYER SHARE (EXTRA PERA	101.203.2030600	2,602.81
PERA	INV0029953	07/11/2014	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0029954	07/11/2014	EMPLOYER SHARE (PERA DEFINE	101.203.2030600	57.69
PERA	INV0029955	07/11/2014	PERA POLICE & FIRE PLAN	101.203.2030600	12,030.12
PERA	INV0029956	07/11/2014	EMPLOYER SHARE (POLICE & FIR	101.203.2030600	18,045.15
PINE BEND PAVING, INC.	14-313	07/17/2014	6/17/14	101.44.6000.451.40046	165.01
PIONEER ATHLETICS	INV518109	07/17/2014	CI5498	101.44.6000.451.60016	2,579.20
PRECISE MRM	IN200-1002730	07/23/2014	000208	101.43.5200.443.50070	3,757.33
PX PRODUCTS CO	6443	07/17/2014	4/18/14	101.44.6000.451.60011	592.00
PX PRODUCTS CO	6443	07/17/2014	4/18/14	101.44.6000.451.60040	277.36
RY-MAK PLUMBING & HEATING, INC	6/17/14 1841 105TH	07/17/2014	1841 105TH STREET	101.44.6000.451.40040	220.00
RY-MAK PLUMBING & HEATING, INC	6/17/14 8199 BARBA	07/17/2014	SKATE PARK	101.44.6000.451.40047	110.00
RY-MAK PLUMBING & HEATING, INC	625	07/17/2014	1841 105TH ST	101.44.6000.451.40040	187.50
RY-MAK PLUMBING & HEATING, INC	630	07/17/2014	PICNIC SHELTER	101.44.6000.451.40040	579.89
S & T OFFICE PRODUCTS	6/30/14	07/23/2014	JUNE 2014	101.41.1100.413.60070	54.00
S & T OFFICE PRODUCTS	6/30/14	07/23/2014	JUNE 2014	101.43.5100.442.60065	195.81
S & T OFFICE PRODUCTS	6/30/14	07/23/2014	JUNE 2014	101.45.3300.419.60010	43.67
SCHERFF INC	6/19/14	07/17/2014	SAND BAGS	101.43.5200.443.40046	2,087.50
SCHROEPFER, WILLIAM	JUNE 2014	07/17/2014	REIMBURSE-MILEAGE	101.41.2000.415.50065	37.86
SEDGWICK HTG & A/C	99360	07/23/2014	MH 2014-1464 CANCELLATION	101.45.0000.3224000	64.00
SETS DESIGN INC.	13209	07/23/2014	7/15/14	101.42.4000.421.60065	40.00
SEXTON COMPANY, THE	57288	07/17/2014	4115	101.44.6000.451.60045	248.70
SHARROW LIFTING PRODUCTS	77646	07/23/2014	18200	101.42.4200.423.40040	2,547.12
SOLBERG AGGREGATE CO	12486	07/17/2014	5/20/14	101.43.5200.443.60016	252.72
STREICHER'S	I1097305	07/23/2014	285	101.42.4000.421.60018	1,213.00
STREICHER'S	I1100180	07/23/2014	285	101.42.4000.421.60018	88.59
TELVENT DTN, LLC	4367491	07/23/2014	0581425	101.43.5200.443.30700	808.00
TELVENT DTN, LLC	4367491	07/23/2014	0581425	101.44.6000.451.30700	808.00
TESSMAN COMPANY, THE	S197772-IN	07/17/2014	00-INV5001	101.44.6000.451.60035	1,588.26
THOMSON REUTER - WEST	829853885	07/23/2014	1000197212	101.42.4000.421.30700	147.95
TOTAL CONSTRUCTION & EQUIP.	59958	07/17/2014	CIT001	101.43.5200.443.40042	287.70
TOTAL CONSTRUCTION & EQUIP.	60885	07/23/2014	CIT001	101.43.5400.445.40042	708.80
TWIN CITIES OCCUPATIONAL HEALTH PC	14I2387	07/17/2014	14I2387	101.41.1100.413.30500	30.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TWIN CITY PALLET INC	42776	07/23/2014	6/30/14	101.43.5200.443.60016	60.00
TYLER TECHNOLOGIES, INC	025-100525	07/23/2014	41443	101.41.2000.415.80620	400.00
UNIFIRST CORPORATION	090 0211530	07/23/2014	1051948	101.43.5200.443.60045	23.07
UNIFIRST CORPORATION	090 0211530	07/23/2014	1051948	101.44.6000.451.60045	28.58
UNIFIRST CORPORATION	090 0210633	07/17/2014	1051948	101.43.5200.443.60045	23.07
UNIFIRST CORPORATION	090 0210633	07/17/2014	1051948	101.44.6000.451.60045	40.13
UNIFORMS UNLIMITED	192869	07/23/2014	I14866	101.42.4000.421.60045	27.89
UNIFORMS UNLIMITED	211460	07/23/2014	I14866	101.42.4000.421.60045	71.49
UNITED WAY	INV0029959	07/11/2014	UNITED WAY	101.203.2031300	105.00
USA MOBILITY WIRELESS INC	X0317409G	07/23/2014	0317409-1	101.42.4000.421.50020	4.89
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.42.4000.421.50020	1,088.53
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.42.4200.423.50020	639.93
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.43.5000.441.50020	39.29
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.43.5100.442.50020	235.74
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.43.5200.443.50020	255.00
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.44.6000.451.50020	507.29
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.45.3000.419.50020	39.29
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	101.45.3300.419.50020	117.87
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.41.1100.413.50020	(15.32)
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.42.4000.421.50020	1,323.39
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.42.4200.423.50020	824.73
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.43.5000.441.50020	76.29
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.43.5100.442.50020	457.74
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.43.5200.443.50020	328.65
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.44.6000.451.50020	623.31
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.45.3000.419.50020	76.29
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	101.45.3300.419.50020	228.87
WHAT WORKS INC	IGH14-04	07/17/2014	4/29/14-6/30/14	101.41.1100.413.30700	1,995.00
XCEL ENERGY	418406426	07/18/2014	Invoice	101.43.5200.443.40020	4,026.37
XCEL ENERGY	418406426	07/18/2014	Invoice	101.43.5400.445.40020	8,978.63
XCEL ENERGY	418589146	07/18/2014	Invoice	101.42.4200.423.40010	182.43
XCEL ENERGY	418589146	07/18/2014	Invoice	101.42.4200.423.40020	1,457.93
XCEL ENERGY	418592823	07/18/2014	Invoice	101.43.5400.445.40020	672.23
XCEL ENERGY	418928816	07/18/2014	Invoice	101.44.6000.451.40010	126.99
XCEL ENERGY	418928816	07/18/2014	Invoice	101.44.6000.451.40020	1,687.58
XCEL ENERGY	419122949	07/18/2014	Invoice	101.42.4000.421.40042	38.60
Fund: 101 - GENERAL FUND					**352,831.72**
BENGTSON, NICOLE	6/17/14	07/17/2014	REIMBURSE-APRIL-JUNE	201.44.1600.465.50065	129.20
BENGTSON, NICOLE	6/17/14	07/17/2014	REIMBURSE-APRIL-JUNE	201.44.1600.465.50075	11.71
Fund: 201 - C.V.B. FUND					**140.91**
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	204.44.6100.452.50030	5.06
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	204.44.6100.452.50030	29.32
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	204.44.6100.452.50030	35.39
FIRST IMPRESSION GROUP, THE	58208-R	07/23/2014	7/17/14	204.44.6100.452.50035	1,231.04
FUN EXPRESS INC	664470955-01	07/23/2014	7/1/14	204.44.6100.452.60009	129.60
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	204.44.6100.452.30550	21.55
HOME DEPOT CREDIT SERVICES	7/8/14 6035 3220 17	07/23/2014	6035 3220 1712 8343	204.44.6100.452.60009	12.79
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	204.44.6100.452.30550	1.36
MINNESOTA DEVELOPMENTAL BASKETBALL	6/24/14	07/17/2014	JUNE 16-19	204.44.6100.452.30700	280.00
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	204.207.2070300	357.29
MN JAXX MENS BOX LACROSSE	7/17/14	07/23/2014	REFUND-TURF TIME	204.207.2070300	15.96
MN JAXX MENS BOX LACROSSE	7/17/14	07/23/2014	REFUND-TURF TIME	204.44.0000.3471000	224.04
MN SPORTS FEDERATION	5/15/14	07/17/2014	5/15/14	204.44.6100.452.50070	510.00
NELSON, BENJAMIN	PR 06/13	07/23/2014	PR 06/13 ACH RTN	204.44.6100.452.10300	70.96
NEW PAPER LLC	6/30/14 10203315	07/23/2014	10203315	204.44.6100.452.60009	12.81
ROACH, RICK	7/1/14	07/23/2014	REIMBURSE-MILEAGE	204.44.6100.452.50065	8.40
SAVE A LIFE	3522	07/23/2014	7/23/14	204.44.6100.452.30700	410.00
SOUTH ST PAUL UMPIRES ASSOC	JUNE 2014	07/23/2014	JUNE 2014	204.44.6100.452.30700	3,192.00
TAHO SPORTSWEAR	14TF0618	07/17/2014	5/7/14	204.44.6100.452.60045	56.84
TAHO SPORTSWEAR	14TF0618	07/17/2014	5/7/14	204.44.6100.452.60045	56.83
TAHO SPORTSWEAR	14TF0618	07/17/2014	5/7/14	204.44.6100.452.60045	56.83
TAHO SPORTSWEAR	14TF0674	07/17/2014	5/7/14	204.44.6100.452.60045	261.25
TAHO SPORTSWEAR	14TF1115	07/17/2014	6/18/14	204.44.6100.452.60045	403.00
TAHO SPORTSWEAR	14TF1190	07/23/2014	7/7/14	204.44.6100.452.60045	943.00
TAHO SPORTSWEAR	14TF1204	07/23/2014	7/7/14	204.44.6100.452.60045	420.00
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	204.44.6100.452.50020	63.21
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	204.44.6100.452.50020	104.33
Fund: 204 - RECREATION FUND					**8,912.86**
B & B SHEETMETAL AND ROOFING, INC.	51581	07/17/2014	6/26/14	205.44.6200.453.40040	323.96
CARCIOFINI COMPANY, INC.	24529	07/23/2014	31171-00001	205.44.6200.453.40040	1,598.00
COCA COLA BOTTLING COMPANY	0198488604	07/17/2014	7/2/14	205.44.6200.453.76100	262.92

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COCA COLA BOTTLING COMPANY	0198488605	07/17/2014	7/2/14	205.44.6200.453.76100	(150.00)
COMDATA CORPORATION	M41826749	07/17/2014	RH172	205.44.6200.453.60065	23.97
COMDATA CORPORATION	M41826749	07/17/2014	RH172	205.44.6200.453.60065	19.65
COMDATA CORPORATION	M41826749	07/17/2014	RH172	205.44.6200.453.76050	5.64
COMDATA CORPORATION	M41826749	07/17/2014	RH172	205.44.6200.453.76050	3.38
DAKOTA GLASS & GLAZING INC	2014269	07/17/2014	6/14/14	205.44.6200.453.40040	525.00
DISCOUNT SCHOOL SUPPLY	P31548110001 B	07/23/2014	0008009003	205.44.6200.453.60065	37.93
DRKULAS 32 BOWL	061814	07/23/2014	20 LANE RENTAL	205.44.6200.453.50090	360.00
ECM PUBLISHERS, INC	112358	07/17/2014	443413	205.44.6200.453.50025	795.00
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	205.44.6200.453.50030	50.56
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	205.44.6200.453.50030	15.17
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	205.44.6200.453.50030	21.24
FIRST IMPRESSION GROUP, THE	57879	07/17/2014	4363	205.44.6200.453.50030	45.49
FIRST IMPRESSION GROUP, THE	58208-R	07/23/2014	7/17/14	205.44.6200.453.50035	1,231.05
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	205.44.6200.453.30550	42.74
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	205.44.6200.453.30550	10.50
HILLYARD INC	601206657	07/17/2014	274069	205.44.6200.453.60011	690.03
HILLYARD INC	601206657	07/17/2014	274069	205.44.6200.453.60011	690.02
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	205.44.6200.453.30550	9.48
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	205.44.6200.453.30550	2.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	205.44.6200.453.30550	2.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	205.44.6200.453.30550	2.00
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.207.2070300	7,747.34
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.40042	2.29
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60011	2.48
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60011	45.84
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60016	96.33
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60016	5.37
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60024	160.34
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60040	27.03
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60040	39.08
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60040	16.05
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60065	1.71
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60065	9.53
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	205.44.6200.453.60065	20.86
MRPA	8098	07/17/2014	MRPA	205.44.6200.453.70600	500.00
NELSON, BENJAMIN	PR 06/13	07/23/2014	PR 06/13 ACH RTN	205.44.6200.453.10300	23.65
NEW PAPER LLC	6/30/14 10203315	07/23/2014	10203315	205.44.6200.453.60065	47.02
PETTY CASH - ATM	APR-JUNE 2014	07/23/2014	REIMBURSE ATM ACCT FOR BANI	205.44.6200.453.70440	21.38
RECREATION SUPPLY COMPANY	RTN006607	07/17/2014	M09501	205.44.6200.453.60040	37.42
ROACH, RICK	7/1/14	07/23/2014	REIMBURSE-MILEAGE	205.44.6200.453.50065	23.24
ROACH, RICK	7/1/14	07/23/2014	REIMBURSE-MILEAGE	205.44.6200.453.50065	14.28
RY-MAK PLUMBING & HEATING, INC	6/19/14 THE GROVE	07/17/2014	THE GROVE	205.44.6200.453.40040	110.00
RY-MAK PLUMBING & HEATING, INC	6/19/14	07/17/2014	ICE ARENA	205.44.6200.453.40040	220.00
TAHO SPORTSWEAR	14TF1119	07/17/2014	6/16/14	205.44.6200.453.60045	19.89
TAHO SPORTSWEAR	14TF1200	07/23/2014	7/9/14	205.44.6200.453.60045	112.00
VANCO SERVICES LLC	00006224367	07/17/2014	JUNE 2014	205.44.6200.453.70600	56.95
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	205.44.6200.453.50020	24.14
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	205.44.6200.453.50020	84.76
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	205.44.6200.453.50020	84.76
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	205.44.6200.453.50020	71.98
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	205.44.6200.453.50020	98.14
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	205.44.6200.453.50020	28.04
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	205.44.6200.453.50020	84.12
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	205.44.6200.453.50020	98.14
XCEL ENERGY	418928816	07/18/2014	Invoice	205.44.6200.453.40010	1,716.90
XCEL ENERGY	418928816	07/18/2014	Invoice	205.44.6200.453.40010	4,992.80
XCEL ENERGY	418928816	07/18/2014	Invoice	205.44.6200.453.40020	9,628.07
XCEL ENERGY	418928816	07/18/2014	Invoice	205.44.6200.453.40020	17,228.13
Fund: 205 - COMMUNITY CENTER					**50,142.79**
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	290.45.3000.419.30550	1.18
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	290.45.3000.419.30550	0.20
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	290.45.3000.419.30420	828.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	290.45.3000.419.30420	3,085.92
Fund: 290 - EDA					**3,915.30**
WELLS FARGO CORPORATE TRUST SERVIC	1086506	07/15/2014	INVE1205AGO/BGO	387.57.9000.570.90100	545,000.00
WELLS FARGO CORPORATE TRUST SERVIC	1086506	07/15/2014	INVE1205AGO/BGO	387.57.9000.570.90200	9,518.83
Fund: 387 - G.0. TAX INCR REF, 2005A					**554,518.83**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CORPORATE TRUST SERVIC	1086506	07/15/2014	INVE1205AGO/BGO	388.57.9000.570.90100	1,645,000.00
WELLS FARGO CORPORATE TRUST SERVIC	1086506	07/15/2014	INVE1205AGO/BGO	388.57.9000.570.90200	31,612.14
Fund: 388 - G.O. TAX INCR REF, 2005B					**1,676,612.14**
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	402.44.6000.451.30420	283.50
Fund: 402 - PARK ACQ. & DEV. FUND					**283.50**
METROPOLITAN COUNCIL ENVIRON SRVCS	JUNE 2014	07/23/2014	JUNE 2014	404.217.2170000	22,365.00
Fund: 404 - SEWER CONNECTION FUND					**22,365.00**
BRAUN INTERTEC CORPORATION	382451	07/17/2014	I09213	425.72.5900.725.30700	1,900.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	425.72.5900.725.30420	16.00
Fund: 425 - 2005 IMPROVEMENT FUND					**1,916.00**
CB&I, INC.	PAY VO. NO. 10	07/17/2014	CITY PROJECT NO. 2006-08	426.72.5900.726.80300	25,954.00
GOODIN COMPANY	02048237-00	07/17/2014	1001619	426.72.5900.726.30700	481.80
Fund: 426 - 2006 IMPROVEMENT FUND					**26,435.80**
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	431.73.5900.731.30420	101.50
Fund: 431 - 2011 IMPROVEMENT FUND					**101.50**
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	434.73.5900.734.30420	76.50
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	434.73.5900.734.30420	51.00
Fund: 434 - 2014 IMPROVEMENT FUND					**127.50**
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	440.74.5900.740.30420	125.50
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	440.74.5900.740.30420	522.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**647.50**
EAGAN, CITY OF	3/14-5/14	07/17/2014	MARCH-MAY 2014 UTILITY BILLS	441.74.5900.741.40030	2,604.67
WSB & ASSOCIATES, INC.	6/30/14 6	07/17/2014	01702-250	441.74.5900.741.70600	6,834.25
Fund: 441 - STORM WATER MANAGEMENT					**9,438.92**
SAVATREE	3328395	07/17/2014	6/18/14	450.75.5900.750.40047	543.33
SAVATREE	3290676	07/17/2014	6/9/14	450.75.5900.750.40047	296.66
SAVATREE	3340302	07/17/2014	6/9/14	450.75.5900.750.40047	483.00
Fund: 450 - COMMUNITY PROJECTS FUND					**1,322.99**
HARTMAN COMPANIES, INC.	3562	07/17/2014	5/28/14	451.75.5900.751.80300	10,000.00
Fund: 451 - HOST COMMUNITY FUND					**10,000.00**
BLACKBERRY POINTE APARTMENTS	1ST HALF 2014	07/17/2014	1ST HALF 2014 BRENTWOOD HILI	453.57.9000.570.90100	116,086.46
Fund: 453 - SE QUADRANT TIF DIST 4-1					**116,086.46**
ACE PAINT & HARDWARE	520524/5	07/17/2014	501126	501.50.7100.512.60016	15.98
ACE PAINT & HARDWARE	520686/5	07/23/2014	501126	501.50.7100.512.60016	14.97
ACE PAINT & HARDWARE	520656/5	07/17/2014	501126	501.50.7100.512.60016	15.98
BADGER STATE INSPECTION, LLC	1000267	07/17/2014	6/30/14	501.50.7100.512.30300	800.00
BLACKTOP PROS, LLC	14-95	07/17/2014	7/3/14	501.50.7100.512.40046	10,000.00
CITY OF BLOOMINGTON	6/1/14-6/30/14	07/23/2014	6/1/14-6/30/14	501.50.7100.512.30700	420.00
EAGAN, CITY OF	3/14-5/14	07/17/2014	MARCH-MAY 2014 UTILITY BILLS	501.50.7100.512.40005	22,049.91
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	501.50.7100.512.30550	37.79
GOODIN COMPANY	02048818-00	07/17/2014	1001619	501.50.7100.512.60016	66.83
GOPHER STATE ONE-CALL	111776	07/23/2014	MN00435	501.50.7100.512.30700	1,071.55
IDEAL SERVICE, INC.	6569	07/17/2014	6/6/14	501.50.7100.512.40040	3,969.77
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	501.50.7100.512.30550	7.55
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	501.207.2070300	5,121.22
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	501.207.2070300	(1,559.19)
MN GLOVE & SAFETY, INC.	280480	07/17/2014	CTINVP	501.50.7100.512.60045	369.93
O'REILLY AUTO PARTS	1767-494503	07/23/2014	1578028	501.50.7100.512.60016	12.99
O'REILLY AUTO PARTS	1767-494508	07/23/2014	1578028	501.50.7100.512.60016	(0.18)
TELVENT DTN, LLC	4367491	07/23/2014	0581425	501.50.7100.512.30700	808.00
TKDA	002014001825	07/17/2014	0014026.007	501.50.7100.512.30700	1,433.72
UPS	000027914A254	07/17/2014	27914A	501.50.7100.512.60016	7.78
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	501.50.7100.512.50020	216.04
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	501.50.7100.512.50020	252.36
WALKER LAWN CARE, INC.	4859	07/17/2014	5/5/14	501.50.7100.512.60016	2,805.00
WALKER LAWN CARE, INC.	5096	07/23/2014	7/8/14	501.50.7100.512.60016	135.00
WATER CONSERVATION SERVICES INC	5179	07/17/2014	JUNE 10 2014	501.50.7100.512.30700	272.40
XCEL ENERGY	418587292	07/18/2014	Invoice	501.50.7100.512.40010	795.70
XCEL ENERGY	418587292	07/18/2014	Invoice	501.50.7100.512.40020	15,817.84
Fund: 501 - WATER UTILITY FUND					**64,958.94**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAKOTA CTY TREASURER	JUNE 2014	07/23/2014	JUNE 2014	502.207.2070100	120.00
EAGAN, CITY OF	3/14-5/14	07/17/2014	MARCH-MAY 2014 UTILITY BILLS	502.51.7200.514.40015	40,982.66
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	502.51.7200.514.30550	16.62
INFRATECH	PR140440	07/23/2014	6/20/14	502.51.7200.514.40043	555.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	502.51.7200.514.30550	4.95
METROPOLITAN COUNCIL ENVIRON SRVCS	0001035987	07/17/2014	5084	502.51.7200.514.40015	135,167.27
XCEL ENERGY	418587292	07/18/2014	Invoice	502.51.7200.514.40010	38.88
XCEL ENERGY	418587292	07/18/2014	Invoice	502.51.7200.514.40020	1,102.48
Fund: 502 - SEWER UTILITY FUND					**177,987.86**
ACE ICE COMPANY	1797915	07/17/2014	07176	503.52.8300.524.76100	67.00
ARAMARK REFRESHMENT SERVICES	1135412	07/17/2014	48128X	503.52.8300.524.40042	73.37
ARAMARK REFRESHMENT SERVICES	9908018	07/23/2014	48128	503.52.8300.524.76100	212.02
ARAMARK UNIFORM SERVICES	629-8026391	07/17/2014	792502342	503.52.8600.527.60045	68.77
ARCTIC GLACIER, INC.	463412215	07/17/2014	1726134	503.52.8300.524.76100	82.74
COCA COLA BOTTLING COMPANY	0138510104	07/17/2014	7/10/14	503.52.8300.524.76100	1,306.59
COLLEGE CITY BEVERAGE	325455	07/23/2014	3592	503.52.8300.524.76150	482.25
COLLEGE CITY BEVERAGE	325384	07/17/2014	3592	503.52.8300.524.76150	516.55
COVERALL OF THE TWIN CITIES INC	7070203167	07/17/2014	707-2469	503.52.8500.526.40040	1,124.81
DAVIS EQUIPMENT CORPORATION	T123125A	07/17/2014	T11331	503.52.8600.527.40042	69.39
DRAFT TECHNOLOGIES	07071405	07/17/2014	7/7/14	503.52.8300.524.40042	50.00
GARY'S PEST CONTROL	49198	07/17/2014	JULY 2014	503.52.8500.526.70600	75.34
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	503.52.8000.521.30550	22.00
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	503.52.8500.526.30550	12.05
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	503.52.8600.527.30550	25.57
GRANDMA'S BAKERY	471171	07/17/2014	24400	503.52.8300.524.76050	43.23
GRANDMA'S BAKERY	472608	07/23/2014	24400	503.52.8300.524.76050	43.20
GRANDMA'S BAKERY	472972	07/23/2014	24400	503.52.8300.524.76050	47.00
GRANDMA'S BAKERY	469441	07/17/2014	24400	503.52.8300.524.76050	37.26
GRANDMA'S BAKERY	469467	07/17/2014	24400	503.52.8300.524.76050	45.58
GRANDMA'S BAKERY	469737	07/17/2014	24400	503.52.8300.524.76050	48.74
GRANDMA'S BAKERY	470001	07/17/2014	24400	503.52.8300.524.76050	48.75
GRANDMA'S BAKERY	470265	07/17/2014	24400	503.52.8300.524.76050	34.04
GRANDMA'S BAKERY	470552	07/17/2014	24400	503.52.8300.524.76050	45.03
GRANDMA'S BAKERY	470895	07/17/2014	24400	503.52.8300.524.76050	40.75
HARTMAN COMPANIES, INC.	3562	07/17/2014	5/28/14	503.52.8600.527.80300	7,601.05
HARTMAN COMPANIES, INC.	3562	07/17/2014	5/28/14	503.52.8600.527.80300	6,302.20
HEGGIES PIZZA	1085437	07/23/2014	1708	503.52.8300.524.76050	120.20
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	503.52.8000.521.30550	4.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	503.52.8600.527.30550	2.00
JJ TAYLOR DIST. COMPANY OF MN	2238991	07/17/2014	00834	503.52.8300.524.76150	373.60
M. AMUNDSON LLP	177323	07/17/2014	902858	503.52.8300.524.76050	170.68
MANSFIELD OIL COMPANY	620331	07/17/2014	24129-04-620331	503.52.8400.525.60021	1,509.28
MANSFIELD OIL COMPANY	687507	07/17/2014	24129-04-687507	503.52.8400.525.60021	934.97
MANSFIELD OIL COMPANY	687509	07/17/2014	24129-01-687509	503.52.8400.525.60021	3,131.12
MANSFIELD OIL COMPANY	687510	07/17/2014	24129-03-687510	503.52.8400.525.60021	1,911.12
MANSFIELD OIL COMPANY	713103	07/17/2014	24129-04-713103	503.52.8400.525.60021	1,601.21
MENARDS - WEST ST. PAUL	55468 B	07/23/2014	30170265	503.52.8600.527.60020	48.07
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	503.207.2070300	17,732.53
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	503.52.8100.522.60015	0.82
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	503.52.8600.527.60012	3.79
MTI DISTRIBUTING CO	963162-00	07/17/2014	402307	503.52.8600.527.60008	515.36
MTI DISTRIBUTING CO	964341-00	07/17/2014	402307	503.52.8600.527.40042	453.49
MTI DISTRIBUTING CO	964341-01	07/17/2014	402307	503.52.8600.527.40042	65.38
MTI DISTRIBUTING CO	961693-00	07/17/2014	402307	503.52.8600.527.60008	483.40
SHAMROCK GROUP	1805908	07/23/2014	07176	503.52.8300.524.76100	70.00
SHAMROCK GROUP	1802558	07/17/2014	07176	503.52.8300.524.76100	142.50
SHAMROCK GROUP	1803455	07/17/2014	07176	503.52.8300.524.76100	125.00
SOUTH BAY DESIGN	070114	07/17/2014	QUARTERLY CHARGES	503.52.8500.526.50025	276.00
TDS METROCOM	JUNE/JULY 651 457	07/17/2014	JULY	503.52.8500.526.50020	252.40
TDS METROCOM	JUNE/JULY 651 457	07/17/2014	JUNE	503.52.8500.526.50020	187.32
US FOODSERVICE	3463574	07/23/2014	03805983	503.52.8300.524.76050	934.77
US FOODSERVICE	3231404	07/17/2014	03805983	503.52.8300.524.76050	741.78
US FOODSERVICE	3336406	07/17/2014	03805983	503.52.8300.524.76050	908.02
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	503.52.8500.526.50020	221.29
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	503.52.8500.526.50020	289.02
XCEL ENERGY	418249095	07/18/2014	Invoice	503.52.8500.526.40010	43.62
XCEL ENERGY	418249095	07/18/2014	Invoice	503.52.8500.526.40020	1,577.95
XCEL ENERGY	418249095	07/18/2014	Invoice	503.52.8600.527.40010	27.41
XCEL ENERGY	418249095	07/18/2014	Invoice	503.52.8600.527.40020	2,053.95
YAMAHA GOLF & UTILITY, INC.	01-131159	07/17/2014	6/26/14	503.52.8400.525.40041	197.51
Fund: 503 - INVER WOOD GOLF COURSE					**55,634.84**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	602.00.2100.415.30550	1.70
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	602.00.2100.415.30550	0.10
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	602.00.2100.415.30420	72.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	602.00.2100.415.30420	180.00
Fund: 602 - RISK MANAGEMENT					**253.80**
ACE PAINT & HARDWARE	520707/5	07/23/2014	501126	603.00.5300.444.60012	18.00
ACE PAINT & HARDWARE	520735/5	07/23/2014	501126	603.00.5300.444.60011	43.30
ARROW MOWER, INC.	29099	07/23/2014	GROVINE	603.00.5300.444.40041	33.14
BOYER TRUCKS - PARTS DISTRIBUTION	867846	07/17/2014	C20390	603.00.5300.444.40041	388.48
BOYER TRUCKS - PARTS DISTRIBUTION	872195	07/23/2014	C20390	603.140.1450050	366.24
CFA SOFTWARE INC	12517	07/23/2014	9845	603.00.5300.444.40042	2,500.00
FERRELLGAS	1083103192	07/23/2014	7754787	603.00.5300.444.40041	84.91
FLEETPRIDE	62285050	07/17/2014	501278	603.00.5300.444.40041	107.93
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	603.00.5300.444.30550	13.41
HANCO CORPORATION	728439	07/17/2014	332660	603.00.5300.444.60014	384.99
HANCO CORPORATION	729380	07/23/2014	332660	603.00.5300.444.60014	298.59
HOSE / CONVEYORS INC	00033883	07/17/2014	CIT300	603.00.5300.444.40040	17.89
HOSE / CONVEYORS INC	00043979	07/17/2014	CIT300	603.00.5300.444.40041	120.43
HUSKY SPRING - L.W. ANDERSON INC.	01ET7256 B	07/17/2014	SHORT PAID DIFFERENCE	603.00.5300.444.40041	100.00
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	603.00.5300.444.30550	2.00
INVER GROVE FORD	5148860	07/17/2014	6/27/14	603.00.5300.444.40041	94.71
KIMBALL MIDWEST	3646474	07/17/2014	222006	603.00.5300.444.60012	367.26
KIMBALL MIDWEST	3647215	07/17/2014	222006	603.00.5300.444.60012	240.17
KREMER SERVICES LLC	0000032464	07/23/2014	7/7/14	603.00.5300.444.40041	3,953.72
L.T.G. POWER EQUIPMENT	180190	07/23/2014	5656	603.00.5300.444.40041	29.57
MACQUEEN EQUIPMENT INC	2144632	07/23/2014	7/8/14	603.00.5300.444.40041	121.54
MANSFIELD OIL COMPANY	738127	07/23/2014	23866-02-738127	603.140.1450060	12,918.00
MANSFIELD OIL COMPANY	738134	07/23/2014	23866-01-738134	603.140.1450060	9,229.83
MANSFIELD OIL COMPANY	731062	07/23/2014	23866-001-731062	603.140.1450060	7,920.53
METRO JANITORIAL SUPPLY INC	11012993	07/23/2014	7/14/14	603.00.5300.444.60011	293.41
METRO JANITORIAL SUPPLY INC	11012994	07/23/2014	7/14/14	603.00.5300.444.60012	106.29
METROMATS	10504	07/17/2014	6/12	603.00.5300.444.40065	38.50
METROMATS	10662	07/17/2014	6/26/14	603.00.5300.444.40065	38.50
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	603.00.5300.444.40041	8.06
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	603.00.5300.444.40065	0.34
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	603.00.5300.444.60011	0.25
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	603.00.5300.444.60012	0.20
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	603.00.5300.444.60014	1.51
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	603.00.5300.444.60022	1.16
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	603.00.5300.444.60040	0.01
MN DEPT OF REVENUE	JUNE 2014	07/23/2014	JUNE 2014 PETRO TAX	603.00.5300.444.60021	296.12
MTI DISTRIBUTING CO	970253-00	07/23/2014	91180	603.00.5300.444.40041	22.61
MTI DISTRIBUTING CO	970503-00	07/23/2014	91180	603.00.5300.444.40041	94.68
NIEBUR TRACTOR & EQUIPMENT, INC.	01-31497	07/17/2014	CITYINVE	603.00.5300.444.40041	57.96
O'DAY EQUIPMENT, LLC	SRVCE0033944	07/23/2014	0845600	603.00.5300.444.40040	214.00
O'REILLY AUTO PARTS	1767-491044	07/17/2014	1578028	603.140.1450050	16.26
O'REILLY AUTO PARTS	1767-49109	07/17/2014	1578028	603.00.5300.444.40041	7.92
O'REILLY AUTO PARTS	1767-493189	07/17/2014	1578028	603.00.5300.444.40041	105.12
O'REILLY AUTO PARTS	1767-493334	07/17/2014	1578028	603.140.1450050	41.64
O'REILLY AUTO PARTS	1767-493402	07/17/2014	1578028	603.00.5300.444.40041	10.99
O'REILLY AUTO PARTS	1767-495023	07/23/2014	1578028	603.00.5300.444.40041	297.80
O'REILLY AUTO PARTS	1767-495118	07/23/2014	1578028	603.00.5300.444.40041	123.99
O'REILLY AUTO PARTS	1767-495198	07/23/2014	1578028	603.00.5300.444.40041	95.90
O'REILLY AUTO PARTS	1767-495269	07/23/2014	1578028	603.00.5300.444.40041	93.42
O'REILLY AUTO PARTS	1767-495687	07/23/2014	1578028	603.00.5300.444.40041	17.06
O'REILLY AUTO PARTS	1767-495716	07/23/2014	1578028	603.00.5300.444.40041	13.14
O'REILLY AUTO PARTS	1767-495733	07/23/2014	1578028	603.00.5300.444.60040	7.99
O'REILLY AUTO PARTS	1767-493538	07/17/2014	1578028	603.00.5300.444.40041	12.65
O'REILLY AUTO PARTS	1767-493778	07/17/2014	1578028	603.00.5300.444.40041	7.59
O'REILLY AUTO PARTS	1767-494438	07/17/2014	1578028	603.00.5300.444.40041	9.49
O'REILLY AUTO PARTS	1767-4974423	07/17/2014	1578028	603.00.5300.444.40041	39.43
O'REILLY AUTO PARTS	1767-494644	07/17/2014	1578028	603.00.5300.444.40041	62.12
O'REILLY AUTO PARTS	1767-49466	07/17/2014	1578028	603.00.5300.444.40041	26.37
O'REILLY AUTO PARTS	1767-494673	07/17/2014	1578028	603.00.5300.444.40041	13.99
O'REILLY AUTO PARTS	1767-494815	07/17/2014	1578028	603.00.5300.444.40041	8.42
O'REILLY AUTO PARTS	1767-494880	07/23/2014	1578028	603.140.1450050	26.84
O'REILLY AUTO PARTS	1767-494881	07/23/2014	1578028	603.00.5300.444.40041	10.61
O'REILLY AUTO PARTS	7/9/14	07/23/2014	1578028	603.00.5300.444.40041	48.20
POMP'S TIRE SERVICE, INC.	980009405	07/23/2014	4502557	603.00.5300.444.60014	229.50
POMP'S TIRE SERVICE, INC.	980009491	07/23/2014	4511146	603.00.5300.444.40041	95.00
SCHARBER & SONS	P52155	07/23/2014	INVER001	603.00.5300.444.40041	(496.26)
SCHARBER & SONS	P52273	07/23/2014	INVER001	603.00.5300.444.40041	502.67

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SNAP-ON INDUSTRIAL	ARV/23028299	07/23/2014	200100474	603.00.5300.444.60040	297.00
SOUTH ST PAUL STEEL SUPPLY CO	01131403	07/17/2014	0100202	603.00.5300.444.40041	110.51
SYN-TECH SYSTEMS	97417	07/23/2014	INVGRO	603.00.5300.444.40042	463.00
TITAN MACHINERY	1214735	07/23/2014	6239910	603.00.5300.444.40041	255.55
TOXALERT INTERNATIONAL INC	17007	07/17/2014	6/30/14	603.00.5300.444.40040	1,154.00
UNIFIRST CORPORATION	090 0211530	07/23/2014	1051948	603.00.5300.444.40065	106.88
UNIFIRST CORPORATION	090 0211530	07/23/2014	1051948	603.00.5300.444.60045	27.33
UNIFIRST CORPORATION	090 0210633	07/17/2014	1051948	603.00.5300.444.40065	107.28
UNIFIRST CORPORATION	090 0210633	07/17/2014	1051948	603.00.5300.444.60045	28.38
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	603.00.5300.444.50020	104.00
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	603.00.5300.444.50020	121.56
XCEL ENERGY	418406426	07/18/2014	Invoice	603.00.5300.444.40010	64.51
XCEL ENERGY	418406426	07/18/2014	Invoice	603.00.5300.444.40020	1,511.61
Fund: 603 - CENTRAL EQUIPMENT					**46,307.70**
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	604.00.2200.416.40050	65.25
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	604.00.2200.416.60005	1.64
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	604.00.2200.416.60010	21.19
S & T OFFICE PRODUCTS	6/30/14	07/23/2014	JUNE 2014	604.00.2200.416.60010	1,327.39
US BANCORP EQUIPMENT FINANCE, INC.	256808395	07/17/2014	923425	604.00.2200.416.40050	4,404.15
Fund: 604 - CENTRAL STORES					**5,819.62**
CULLIGAN	6/30/14 157-985030	07/17/2014	157-98503022-8	605.00.7500.460.60011	118.70
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	605.00.7500.460.30550	3.50
LONE OAK COMPANIES	63673	07/17/2014	JUNE UTILITY BILLING	605.00.7500.460.50035	463.72
MAS COMMUNICATIONS	1705	07/17/2014	7/1/14	605.00.7500.460.40040	46.80
MINNESOTA ELEVATOR, INC	317142	07/17/2014	5395	605.00.7500.460.40040	232.60
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	605.00.7500.460.40020	8.89
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	605.00.7500.460.40040	13.70
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	605.00.7500.460.40065	0.35
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	605.00.7500.460.60011	0.93
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	605.00.7500.460.60016	0.24
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	605.00.7500.460.60065	0.22
NEOPOST USA INC	14324098	07/23/2014	13956865	605.00.7500.460.50035	81.99
XCEL ENERGY	418406426	07/18/2014	Invoice	605.00.7500.460.40020	6,610.07
ZEE MEDICAL SERVICE	54184189	07/17/2014	7/8/14	605.00.7500.460.60065	78.80
Fund: 605 - CITY FACILITIES					**7,660.51**
ADVANCED TECHNOLOGY SYSTEMS, INC.	73556	07/23/2014	6/17/14	606.00.1400.413.60010	244.85
ADVANCED TECHNOLOGY SYSTEMS, INC.	73706	07/23/2014	6/27/14	606.00.1400.413.60010	649.00
ADVANCED TECHNOLOGY SYSTEMS, INC.	CM-73054	07/23/2014	6/30/14	606.00.1400.413.60010	(898.80)
ADVANCED TECHNOLOGY SYSTEMS, INC.	73786	07/23/2014	7/7/14	606.00.1400.413.60010	588.71
CDW GOVERNMENT INC	MK73228	07/23/2014	2394832	606.00.1400.413.40049	296.66
CDW GOVERNMENT INC	LW84931	06/18/2014	2394832	606.00.1400.413.60041	(472.88)
CDW GOVERNMENT INC	MF59362	07/23/2014	2394832	606.00.1400.413.40049	730.19
DELL MARKETING	XJFD4TNR8	07/23/2014	004695803	606.00.1400.413.40049	113.75
EASTON, DIANE	6/16/14	07/23/2014	REIMBURSE-MILEAGE	606.00.1400.413.50065	10.28
GENESIS EMPLOYEE BENEFITS, INC	24478	07/17/2014	6/30/14	606.00.1400.413.30550	11.67
INTERNAL REVENUE SERVICE	6/30/14	07/23/2014	QUARTERLY FEDERAL EXCISE TA	606.00.1400.413.30550	2.00
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	606.00.1400.413.60010	2.30
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	606.00.1400.413.60040	0.02
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	606.00.1400.413.60041	312.94
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	606.00.1400.413.60042	9.47
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	606.00.1400.413.60065	1.28
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	606.00.1400.413.80610	0.40
MN DEPT OF REVENUE	JUNE 2014	07/20/2014	SALES & USE TAX JUNE 2014	606.00.1400.413.80620	(0.38)
TDS METROCOM	7/13/14 651 451 194	07/17/2014	JULY 2014	606.00.1400.413.50020	243.14
TDS METROCOM	7/13/14 651 451 194	07/17/2014	JUNE 2014	606.00.1400.413.50020	159.86
TIES	49171	07/23/2014	1751	606.00.1400.413.30700	5,000.00
US INTERNET	110-080034-0009	07/23/2014	110-080034	606.00.1400.413.30700	220.00
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	606.00.1400.413.50020	39.29
VERIZON WIRELESS	9725804170 JUNE 1	07/18/2014	Invoice	606.00.1400.413.60040	(322.59)
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	606.00.1400.413.50020	76.29
VERIZON WIRELESS	9725804170	07/18/2014	Invoice	606.00.1400.413.60040	4,091.58
WORKS COMPUTING, INC.	22120	07/23/2014	INVER	606.00.1400.413.30700	536.25
Fund: 606 - TECHNOLOGY FUND					**11,645.28**
BELTRAMI COUNTY SHERIFF	04CR121653	07/23/2014	BRENNAN ROBERT HAASE	702.229.2291000	200.00
CULLIGAN	6/30/14 157-984732	07/17/2014	157-98473242-8	702.229.2286300	75.10
HENNEPIN COUNTY DISTRICT COURT	13428508	07/17/2014	CASSANDRA YVONNE KNICK	702.229.2291000	78.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2283600	144.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2283800	44.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2291000	216.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2297001	44.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2297601	574.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2298701	154.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2301401	44.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2302801	506.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2303301	874.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2304201	44.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2304401	182.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2304601	44.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2304801	1,252.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2305301	44.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2305401	33.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2305501	44.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2306101	88.00
LEVANDER, GILLEN & MILLER P.A.	6/30/14 81000E	07/23/2014	81000E	702.229.2306401	948.00
LILLIE SUBURBAN NEWSPAPERS	6/30/14 001363	07/17/2014	001363	702.229.2305801	31.50
LILLIE SUBURBAN NEWSPAPERS	6/30/14 001363	07/17/2014	001363	702.229.2306301	28.00
PULTE HOMES	8554 CRISMON WA	07/17/2014	ESCROW REFUND	702.229.2299800	2,500.00
PULTE HOMES	8706 CRISMON WA	07/17/2014	ESCROW REFUND	702.229.2299800	2,500.00
PULTE HOMES	8620 CRISMON WA	07/23/2014	REFUND ESCROW - 8620 CRISMC	702.229.2299800	2,500.00
PULTE HOMES	8650 CRISMON WA	07/23/2014	REFUND ESCROW- 8650 CRISMO	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7680 ADDISEN CT	07/17/2014	ESCROW REFUND 7680 ADDISIN	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7686 ADDISEN PA	07/17/2014	ESCROW REFUND	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7696 ADDISEN CT	07/17/2014	ESCROW REFUND	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7656 ADDISEN PA	07/23/2014	REFUND ESCROW - 7656 ADDISE	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7670 ADDISEN PA	07/23/2014	REFUND ESCROW - 7670 ADDISE	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7671 ADDISEN PA	07/23/2014	REFUND ESCROW - 7671 ADDISE	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7677 ADDISEN CT	07/23/2014	REFUND ESCROW-7677 ADDISEN	702.229.2299800	2,500.00
ROBERT THOMAS HOMES	7679 ADDISEN PA	07/23/2014	REFUND ESCROW - 7679 ADDISE	702.229.2299800	2,500.00
STREET FLEET	340171	07/23/2014	17498	702.229.2306601	26.19
Fund: 702 - ESCROW FUND					**35,717.79**
Grand Total					**3,241,786.06**

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1, Change Order No. 2, and Change Order No. 3 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction

Meeting Date:	July 28, 2014
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund, DCSWCD Grant

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1, Change Order No. 2, and Change Order No. 3 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction.

SUMMARY

The improvements were ordered as part of the 2014 Pavement Management Program. The contract was awarded in the amount of $2,509,937.25 to S.M. Hentges and Sons, Inc., on May 27, 2014 for City Project No. 2014-09D College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction.

Change order No. 2, in the amount of $12,419.60, is for a storm sewer manhole modification, box culvert modifications, a hydrant relocation, and a contract time extension. The change order items related to the storm sewer manhole modification and the box culvert modifications will be funded by the Contingency Funds ($6,933.90). The change order item related to the hydrant relocation will be funded through the Water Utility Fund ($5,485.70). An interim completion date is being extended by the Change Order to August 1, 2014.

Change order No. 3, in the amount of $38,559.00, are additional contract pay items for the use of geotextile fabric and stabilizing aggregate in the sub-base of the road. Change Order No. 3 is being funded with Contingency Funds.

I recommend approval of Pay Voucher No. 1, in the amount of $283,866.65, Change Order No. 2, in the amount of $12,419.60, and Change Order No. 3, in the amount of $38,559.00 (for a revised contract amount of $2,560,915.85) for work on City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction.

TJK/nh

Attachments: Pay Voucher No. 1
Change Order No. 2
Change Order No. 3

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (One)

DATE: July 28, 2014

PERIOD ENDING: June 30, 2014

CONTRACT: 2014 Pavement Management Program

PROJECT NO: 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction

TO: S.M. Hentges and Sons, Inc.
650 Quaker Ave.
Jordan, MN 55352

Original Contract Amount	$2,509,937.25
Total Addition (Change Order No. 2 and 3)	$50,978.60
Total Deduction	$0.00
Total Contract Amount	$2,560,915.85
Total Value of Work to Date	$298,807.00
Less Retained (5%)	$14,940.35
Less Previous Payment	$0.00
Total Approved for Payment this Voucher	$283,866.65
Total Payments including this Voucher	$283,866.65

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through June 30, 2014.

Signed by: Thomas J. Kaldunski, City Engineer — July 23, 2014

Signed by: S.M. Hentges, Inc — July 23, 2014 (Date)

Signed by: George Tourville, Mayor — July 28, 2014

CHANGE ORDER NO. 2

2014 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2014-09D
COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVE PARTIAL STREET RECONSTRUCTION

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: July 23, 2014
Contractor: S.M. Hentges and Sons, Inc. 650 Quaker Ave. Jordan, MN 55352	Engineer: Kimley-Horn and Associates

PURPOSE OF CHANGE ORDER:

Change in Contract Time: To extend the Interim Completion 1 date by 14 calendar days to August 1, 2014. Delays were caused by the flooding of portions of the project area from record-breaking rainfall received in June.

Change in Contract Price: See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $2,509,937.25	Original Contract Time: Interim Completion 1 – July 18, 2014
Previous Change Orders None	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order $2,509,937.25	Contract Time Prior to this Change Order Interim Completion 1 – July 18, 2014
Net Increase (Decrease) of this Change Order $12,419.60	Net Increase (Decrease) of Change Order 14 Calendar Days to Interim Completion 1
Contract Price with all Approved Change Orders $2,522,356.85	Contract Time with Approved Change Interim Completion 1 – August 1, 2014
Recommended By: _____ Nick Hahn, Engineering Technician	Approved By: _____ S.M. Hentges and Sons, Inc..

Approved By:	Approved By:	Date of Council Action:
_____ Thomas J. Kaldunski, City Engineer	_____ George Tourville, Mayor	July 28, 2014

CITY PROJECT NO. 2014-09D
COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVE PARTIAL STREET RECONSTRUCTION

Description of Changes:

Hydrant Relocation

This work is needed as a result of the tee configuration on the existing hydrant lead near the Inver Hills Community College. The tee for the existing hydrant location faces north and cannot be used as planned. The relocated hydrant requires a hydrant lead to the south, which must be wet-tapped into the existing 20" water main. This work was done as time-and-materials work with an agreed price of $5,485.70.

Total cost to wet-tap and install new hydrant lead = $5,485.70

Box Culvert Modifications

The existing box culvert near Station 23 was proposed to have a 24" storm sewer crossing installed within it and then the remaining space inside the culvert would be filled with sand and bulkheaded. In the field, it was found that the box culvert does not slope at the same rate as the proposed storm sewer crossing and the north end of the culvert would interfere with the elevation of the pipe. To solve these problems it was proposed by the Contractor to remove the top of the box culvert while leaving the bottom and sides in place, and place the storm sewer crossing as originally planned. The area around the smaller pipe would be filled with granular bedding soil. This work was done as time-and-materials work with an agreed price of $4,900.00.

The Lump Sum contract unit price ($5,800.00) for the original plan of filling and bulkheading the box culvert will not be paid, so this change will actually result in a $900.00 cost savings to the project. This credit will be realized in the processing of the Final Compensating Change Order after the completion of the project.

Total cost of box culvert modifications = $4,900.00

Lowering of Storm Sewer Manhole 79

City staff directed that the bottom of Storm Sewer Manhole 79 be lowered by one foot in order to flatten the pipe slope and decrease the discharge velocity at Flared-End Section 22. This work requires the addition of a one foot high, 72" diameter manhole section, additional aggregate backfill, and additional labor. This work was done as time-and-materials work with an agreed price of $2,033.90.

Total cost to lower Storm Sewer Manhole 79 one foot = $2,033.90

Total Cost of Revisions $12,419.60

CHANGE ORDER NO. 3

2014 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2014-09D
COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVE PARTIAL STREET RECONSTRUCTION

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: July 23, 2014
Contractor: S.M. Hentges and Sons, Inc. 650 Quaker Ave. Jordan, MN 55352	Engineer: Kimley-Horn and Associates

PURPOSE OF CHANGE ORDER: See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $2,509,937.25	Original Contract Time:
Previous Change Orders $12,419.60	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $2,522,356.85	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order $38,559.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $2,560,915.85	Contract Time with Approved Change
Recommended By: _____ Nick Hahn, Engineering Technician	Approved By: _____ S.M. Hentges and Sons, Inc..

Approved By:	Approved By:	Date of Council Action:
_____ Thomas J. Kaldunski, City Engineer	_____ George Tourville, Mayor	July 28, 2014

ATTACHMENT TO CHANGE ORDER NO. 3

CITY PROJECT NO. 2014-09D
COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVE PARTIAL STREET RECONSTRUCTION

Description of Changes:

Addition of Geotextile Fabric and Stabilizing Aggregate Line Items to the Contract

This Change Order provides pre-agreed unit prices and estimated quantities of geotextile fabric and stabilizing aggregate for use on College Trail on an as-needed basis. Field conditions indicate such items may be needed.

Geotextile fabric is a fabric that will be placed over subgrade soil that is less than ideal. This provides a measure of stabilization, while also functioning to separate the constructed select granular sand section from the underlying subgrade soils.

Stabilizing aggregate is three-inch crushed rock that, if necessary, will be used to provide an additional measure of stabilization. It is used when the placement of geotextile fabric alone is not adequate to achieve a stable subgrade. When stabilizing aggregate is used, it is in conjunction with geotextile fabric.

The unit price for geotextile fabric is $1.82 per square yard with an estimated quantity of 13,700 square yards for a total item cost of $24,934.00. The unit price for stabilizing aggregate is $27.25 per cubic yard with an estimated quantity of 500 cubic yards for a total item cost of $13, 625.00. The total estimated change order cost is $38,559.00.

Total Cost of Revisions $38,559.00

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Custom Grading, Drainage Easement, and Drainage and Utility Easement Agreements for 8594 Inver Grove Trail

Meeting Date:	July 28, 2014		Fiscal/FTE Impact:
Item Type:	Consent	[X]	None
Contact:	Thomas J. Kaldunski, City Engineer	[ ]	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572	[ ]	Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[ ]	Other

TJK

PURPOSE/ACTION REQUESTED

Approve Custom Grading, Drainage Easement, and Drainage and Utility Easement Agreements for a new home to be built at 8594 Inver Grove Trail.

SUMMARY

The owners of 8594 Inver Grove Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The lot is located adjacent to an existing ravine. Engineering requested that a drainage easement be granted over a back yard swale which takes public water from upstream to the adjacent ravine. Standard perimeter drainage and utility easements were requested as well. The owners, Anthony and Tarek Sarantos, have provided the required grading and erosion control plans and easement descriptions. They have also signed the Custom Grading, Drainage Easement, and Drainage and Utility Easement Agreements (attached). An engineering escrow of $1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and has provided a $10,000 cash surety.

It is recommended that the City Council approve the Custom Grading, Drainage Easement, and Drainage and Utility Easement Agreements for 8594 Inver Grove Trail.

TJK/jds

Attachments: Custom Grading Agreement
Drainage Easement Agreement
Drainage and Utility Easement Agreement

CUSTOM GRADING AGREEMENT
FOR
8594 INVER GROVE TRAIL
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Anthony and Tarek Sarantos, husband and wife.

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

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

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

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

a.) utility companies, including electric, gas and cable

b.) pipeline companies.

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

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

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

a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;

b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) breach of the Owner Warranties.

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

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

A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.

B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

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

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

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

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

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

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

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

If to Owner:
Anthony M. and Tarek D. Sarantos
8594 Inver Grove 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.

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

TRACT A:
Commencing at a point in the center of Gas Tax Road No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22; thence South 84 degrees East 200 feet to the center of the Old Hastings Road; thence South 6 degrees West along the center of said Road 200 feet; thence continuing South 1 degree West along the said Road 345 feet; thence West 33 feet to the center of the aforesaid Gas Tax Road No. 21; thence Northwesterly along the center of said Road along a 2 degree 30 minute curve 585 feet to the point of beginning, excepting therefrom the following:
Commencing at a point in the center of CAR 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, thence South 6 degrees 00 minutes West along the center of said Old Hastings Road 200 feet, thence South 1 degree 00 minutes West, 28.9 feet to the point of beginning, thence South 1 degree 00 minutes West 316.1 feet, thence West 33 feet to the center of CAR 21, thence Northerly along the centerline of said CAR No. 21, 288.1 feet, thence North 66 degrees 55 minutes East 93.2 feet to the point of beginning, subject to the rights of the public in CAR No. 21.

TRACT B:
Commencing at a point in the center of CAR No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, said point being the point of beginning, thence South 6 degrees 00 minutes West, 200 feet, thence South 1 degrees 00 minutes West, 28.9 feet, thence North 66 degrees 55 minutes East, 124.6 feet, thence North 14 degrees 13 minutes West 185.4 feet, thence South 74 degrees 00 minutes West, 11.0 feet, thence North 84 degrees 00 minutes West, 45 feet to the point of beginning.

According to the Government Survey thereof. Abstract Property. Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Plat resulting from the grading or building on the land within the Plat by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 EROSION CONTROL. The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Plat including,

but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Lot is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

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

3.9 AS BUILT INFORMATION. One (1) copy, on paper, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD. As-built information shall also be submitted in an electronic Adobe PDF file format. Note: All corrected links, grades, and elevations shall have a line drawn through the original text and new information placed nearby; the original information or text shall not be erased.

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

a.) breach by the Owner of the Owner Warranties;

b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;

e.) failure by the Owner to pay for materials;

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the Improvements;

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

a.) the City may specifically enforce this Custom Grading Agreement;

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;

c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;

d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

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

a.) a Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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

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

10.2 <u>ESCROW RELEASE AND ESCROW INCREASE.</u>

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

10.3 <u>ENGINEERING ESCROW AMOUNT.</u> In addition to the Escrow Amount, the Owner shall also deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited $1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

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

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

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

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

11.5 **BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the Owner.

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER:

Anthony M. Sarantos

Tarek D. Sarantos

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 15th day of July, 2014, by Anthony and Tarek Sarantos, husband and wife.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Notary Public

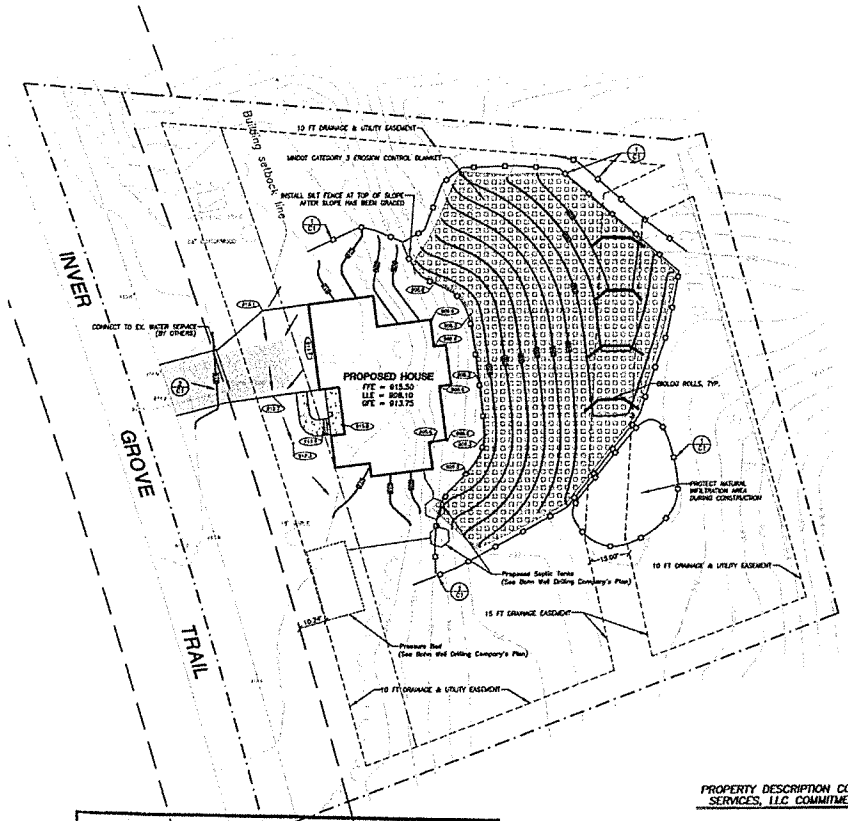
THIS INSTRUMENT DRAFTED BY:
LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

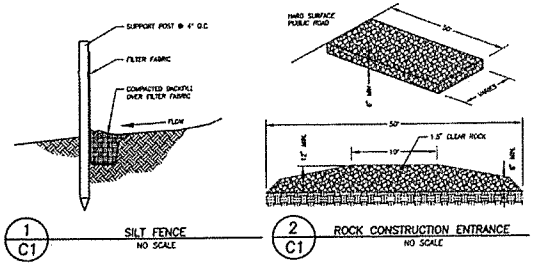
AFTER RECORDING, PLEASE RETURN DOCUMENT TO:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.) Lot Certificate	July 10, 2014	Rehder & Associates

Approved by the City Engineer on July 10, 2014.





1 C1 SILT FENCE
NO SCALE

2 C1 ROCK CONSTRUCTION ENTRANCE
NO SCALE

GRADING NOTES

1. All elevations shown are to final surfaces.
2. Retaining walls over 4' high must be designed by a licensed engineer and approved by the City.
3. Turf establishment: seed shall be MNDOT Mixture 270 @ 100 lbs/acre, fertilizer shall be 10-10-10 (NPK) commercial grade, and mulch shall be MNDOT Type 1 or provide fresh, clean, strongly rooted sod not less than 2 years old with a uniform thickness of not less than 2 inches and free of weeds.

EROSION CONTROL NOTES

1. All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
2. Sweep paved public streets as necessary where construction sediment has been deposited.
3. Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
4. Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
5. Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and correlated at the job site; for all information that pertains solely to the fabrication processes or to techniques of construction; for all coordination of the work of all trades; and for assuring consistency with the Contract Documents.

Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

☒ APPROVED ☐ DISAPPROVED
☐ APPROVED AS NOTED ☐ REVISED AND RESUBMIT

Date: 7/10/2014 By: Thomas J. Kelleher

PROPERTY DESCRIPTION CONTAINED IN FSA TITLE SERVICES, LLC COMMITMENT NUMBER 140159

Tract A:
Commencing at a point in the center of Gas Tax Road No. 21, said point being 678 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22; thence South 84 degrees East 200 feet to the center of the Old Hastings Road; thence South 6 degrees West along the center of said Road 200 feet; thence continuing South 1 degree West along the said Road 345 feet; thence West 33 feet to the center of the aforesaid Gas Tax Road No. 21; thence Northwesterly along the center of said Road along a 2 degree 30 minute curve 585 feet to the point of beginning, excepting therefrom the following:
Commencing at a point in the center of CAR 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, thence South 6 degrees 00 minutes West along the center of said Old Hastings Road 200 feet, thence South 1 degree 00 minutes West, 28.9 feet to the point of beginning, thence South 1 degree 00 minutes West 316.1 feet, thence West 33 feet to the center of CAR 21, thence Northerly along the centerline of said CAR No. 21, 288.1 feet, thence North 66 degrees 55 minutes East 93.7 feet to the point of beginning, subject to the rights of the public in CAR No. 21.

Tract B:
Commencing at a point in the center of CAR No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, said point being the point of beginning, thence South 6 degrees 00 minutes West, 200 feet, thence South 1 degrees 00 minutes West, 28.9 feet, thence North 66 degrees 55 minutes East, 124.6 feet, thence North 34 degrees 13 minutes West 185.4 feet, thence South 74 degrees 00 minutes West, 11.0 feet, thence North 84 degrees 00 minutes West, 45 feet to the point of beginning.

According to the Government Survey thereof.

Abstract property.

LOT AREA = 1.04 ACRES
DISTURBED AREA = 0.4 ACRES

CUT = 550 C.Y.
FILL = 1,200 C.Y.

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- SETBACK
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- PROPOSED SILT FENCE
- EXISTING CONTOUR
- EXISTING ELEVATION
- SOIL BORING LOCATION

N

0 10 20 40 60
Scale in Feet

Behlen & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
4999 Flying Cloud Drive, Suite 110 • Eden Prairie, MN 55347
952-938-5051 • Fax: 952-938-5197 • email: info@c-b-i.com

PROJECT NO: 141-2750.010 DRAWING FILE: 2750010.DWG

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

Name Thomas J. Kelleher Date 7-10-14 Reg. No. 43556

Issued

CITY SUBMITTAL	6-27-14
ADDRESS CITY COMMENTS	7-10-14
ADDRESS CITY COMMENTS	7-11-14
ADDRESS CITY COMMENTS	7-15-14
ADDRESS CITY COMMENTS	7-17-14

GRADING & EROSION CONTROL PLAN
SARANTOS RESIDENCE
8594 INVER GROVE TRAIL
CITY OF INVER GROVE HEIGHTS

SHEET NUMBER
C1

APPENDIX 2
IMPROVEMENTS

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

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

PERMANENT DRAINAGE EASEMENT AGREEMENT
FOR 8594 INVER GROVE TRAIL, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made, granted and conveyed as of the 28th day of July, 2014, by and between Anthony M. Sarantos and Tarek D. Sarantos, husband and wife, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

> A permanent easement for drainage, storm water collection, storm water piping, storm water ponding, storm water control improvements, storm water retention, detention and treatment and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of storm water drainage, collection, piping, ponding, retention, detention, treatment and control facilities (**"Drainage Easement"**), under, over, across, through and upon the that part of the Landowner's Property legally described on the attached **Exhibit B** as the Drainage Easement Area ("**Drainage Easement Area**").

EXEMPT FROM STATE DEED TAX

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

a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement Agreement; and

b.) to maintain the Drainage Easement, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches in the Drainage Easement Area for the location of such pipes, conduits or mains; and

c.) to remove from the Drainage Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains, and to deposit earthen material in and upon the Drainage Easement Area in connection with the exercise of its rights included in the Drainage Easement; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Drainage Easement Area as the City may deem appropriate in connection with the exercise of its rights included in the Drainage Easement.

No building, structures or impervious surface shall be placed in the Drainage Easement Area without the prior written consent of the City.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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

Anthony M. Sarantos

Tarek D. Sarantos

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 15th day of July, 2014, before me a Notary Public within and for said County, personally appeared Anthony M. Sarantos and Tarek D. Sarantos, 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.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Tract A:
Commencing at a point in the center of Gas Tax Road No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22; thence South 84 degrees East 200 feet to the center of the Old Hastings Road; thence South 6 degrees West along the center of said Road 200 feet; thence continuing South 1 degree West along the said Road 345 feet; thence West 33 feet to the center of the aforesaid Gas Tax Road No. 21; thence Northwesterly along the center of said Road along a 2 degree 30 minute curve 585 feet to the point of beginning, excepting therefrom the following:
Commencing at a point in the center of CAR 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, thence South 6 degrees 00 minutes West along the center of said Old Hastings Road 200 feet, thence South 1 degree 00 minutes West, 28.9 feet to the point of beginning, thence South 1 degree 00 minutes West 316.1 feet, thence West 33 feet to the center of CAR 21, thence Northerly along the centerline of said CAR No. 21, 288.1 feet, thence North 66 degrees 55 minutes East 93.2 feet to the point of beginning, subject to the rights of the public in CAR No. 21.

Tract B:
Commencing at a point in the center of CAR No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, said point being the point of beginning, thence South 6 degrees 00 minutes West, 200 feet, thence South 1 degrees 00 minutes West, 28.9 feet, thence North 66 degrees 55 minutes East, 124.6 feet, thence North 14 degrees 13 minutes West 185.4 feet, thence South 74 degrees 00 minutes West, 11.0 feet, thence North 84 degrees 00 minutes West, 45 feet to the point of beginning.

According to the Government Survey thereof.

Abstract property.

EXHIBIT B
LEGAL DESCRIPTION OF DRAINAGE EASEMENT AREA

A 15 foot easement for drainage purposes over, under and across the above described property, the centerline of said easement is described as follows:

> Commencing at the northwest corner of Lot 1, Block 1, RIVER HEIGHTS ADDITION, according to the recorded plat thereof, Dakota County, Minnesota; thence South 15 degrees 36 minutes 46 seconds East, along the westerly line of said Lot 1, a distance of 12.37 feet to the beginning of the centerline to be described; thence South 64 degrees 54 minutes 07 seconds West a distance of 37.05 feet; thence South 3 degrees 15 minutes 48 seconds West a distance of 123.00 feet; thence South 12 degrees 34 minutes 50 seconds East to the southerly line of the above described property and there said centerline terminates.

PERMANENT UTILITY AND DRAINAGE EASEMENT
FOR 8594 INVER GROVE TRAIL, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 28th day of July, 2014, between Anthony M. Sarantos and Tarek D. Sarantos, husband and wife (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

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

> A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and

b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

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

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

CITY OF INVER GROVE HEIGHTS

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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

Anthony M. Sarantos

Tarek D. Sarantos

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 15th day of July, 2014, before me a Notary Public within and for said County, personally appeared Anthony M. Sarantos and Tarek D. Sarantos, 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

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Tract A:
Commencing at a point in the center of Gas Tax Road No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22; thence South 84 degrees East 200 feet to the center of the Old Hastings Road; thence South 6 degrees West along the center of said Road 200 feet; thence continuing South 1 degree West along the said Road 345 feet; thence West 33 feet to the center of the aforesaid Gas Tax Road No. 21; thence Northwesterly along the center of said Road along a 2 degree 30 minute curve 585 feet to the point of beginning, excepting therefrom the following:
Commencing at a point in the center of CAR 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, thence South 6 degrees 00 minutes West along the center of said Old Hastings Road 200 feet, thence South 1 degree 00 minutes West, 28.9 feet to the point of beginning, thence South 1 degree 00 minutes West 316.1 feet, thence West 33 feet to the center of CAR 21, thence Northerly along the centerline of said CAR No. 21, 288.1 feet, thence North 66 degrees 55 minutes East 93.2 feet to the point of beginning, subject to the rights of the public in CAR No. 21.

Tract B:
Commencing at a point in the center of CAR No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, said point being the point of beginning, thence South 6 degrees 00 minutes West, 200 feet, thence South 1 degrees 00 minutes West, 28.9 feet, thence North 66 degrees 55 minutes East, 124.6 feet, thence North 14 degrees 13 minutes West 185.4 feet, thence South 74 degrees 00 minutes West, 11.0 feet, thence North 84 degrees 00 minutes West, 45 feet to the point of beginning.

According to the Government Survey thereof.

Abstract property.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

An easement for drainage and utility purposes over, under and across the northerly 10 feet, the easterly 10 feet, the southerly 10 feet and the westerly 10 feet of the easterly 43 feet of the following described property:

TRACT A:

Commencing at a point in the center of Gas Tax Road No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22; thence South 84 degrees East 200 feet to the center of the Old Hastings Road; thence South 6 degrees West along the center of said Road 200 feet; thence continuing South 1 degree West along the said Road 345 feet; thence West 33 feet to the center of the aforesaid Gas Tax Road No. 21; thence Northwesterly along the center of said Road along a 2 degree 30 minute curve 585 feet to the point of beginning, excepting therefrom the following:

Commencing at a point in the center of CAR 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, thence South 6 degrees 00 minutes West along the center of said Old Hastings Road 200 feet, thence South 1 degree 00 minutes West, 28.9 feet to the point of beginning, thence South 1 degree 00 minutes West 316.1 feet, thence West 33 feet to the center of CAR 21, thence Northerly along the centerline of said CAR No. 21, 288.1 feet, thence North 66 degrees 55 minutes East 93.2 feet to the point of beginning, subject to the rights of the public in CAR No. 21.

TRACT B:

Commencing at a point in the center of CAR No. 21, said point being 928 feet East and 283.6 feet South of the Northwest corner of the Southwest Quarter of Section 14, Township 27, Range 22, thence South 84 degrees 00 minutes East, 200 feet to the center of the Old Hastings Road, said point being the point of beginning, thence South 6 degrees 00 minutes West, 200 feet, thence South 1 degrees 00 minutes West, 28.9 feet, thence North 66 degrees 55 minutes East, 124.6 feet, thence North 14 degrees 13 minutes West 185.4 feet, thence South 74 degrees 00 minutes West, 11.0 feet, thence North 84 degrees 00 minutes West, 45 feet to the point of beginning.

According to the Government Survey thereof.

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Storm Water Facilities Maintenance Agreement for a rain garden to be built at 6070 Cahill Avenue (River Heights Vineyard Church)

Meeting Date:	July 28, 2014
Item Type:	Consent
Contact:	Thomas J. Kaldunski, City Engineer TJK
Prepared by:	Thomas J. Kaldunski, 651.450.2572
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Storm Water Facilities Maintenance Agreement for a rain garden to be built at 6070 Cahill Avenue (River Heights Vineyard Church).

SUMMARY

On June 10, 2014, River Heights Vineyard Church applied for a building permit to build an addition on their existing building located at 6070 Cahill Avenue. Since no storm water management plans are in place for the parcel, a rain garden was required to be constructed to treat 1" of runoff from the added impervious space. This rain garden was requested to help the City meet non-degradation requirements for the Mississippi River.

The owners have agreed to install the rain garden and have signed the attached storm water facilities maintenance agreement. The owners have provided a $1,500 engineering escrow to cover any costs incurred by the City for review and inspection of the rain garden. A $1,500 landscape establishment escrow has also been provided to insure that the rain garden is established in accordance with City requirements.

It is recommended that the City Council approve the Storm Water Facilities Maintenance Agreement for a rain garden to be built at 6070 Cahill Avenue (River Heights Vineyard Church).

TJK/jds
Attachments: Storm Water Facilities Maintenance Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR 6070 CAHILL AVENUE, INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 28th day of July, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and River Heights Vineyard Church, a Minnesota non-profit corporation (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** "Landowner" means River Heights Vineyard Church, a Minnesota non-profit corporation, and its successors and assigns.

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

Any existing or future raingardens and drainage swales lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means that certain Site Plan prepared by Ayars & Ayars, Inc. and Architecture Etcetera, LLC dated June 23, 2014. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

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

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

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan for the Landowner Property.

Recital No. 3. The City is willing to approve the Storm Water Facility Plan for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Storm Water Facilities.** Prior to September 15, 2014, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in

accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

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

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

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

a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and

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

c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;

d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;

e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

f. The Standard of Maintenance shall include but not be limited to each of the following:

i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such

structure so as to ensure that the structure operates in conformance with the design parameters.

ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B.** The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

iii.) The final Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;

f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

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

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual

report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the

Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

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

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

d.) construction of the Storm Water Facilities.

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

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

ARTICLE 4
ESCROW DEPOSIT

4.1 **Engineering Escrow Amount**. The Landowner shall deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

The City shall return to the Landowner any remaining Additional Escrow Amount when all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited $3,000 Additional Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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

If to Landowner:
River Heights Vineyard Church
6070 Cahill Avenue
Inver Grove Heights, MN 55076

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:

RIVER HEIGHTS VINEYARD CHURCH, a Minnesota non-profit corporation

By: Jon F. Marsden
Jon. F. Marsden, President

By: Bruce A. Gustafson
Bruce A. Gustafson, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

On this 16 day of July, 2014, before me a Notary Public within and for said County, personally appeared to me Jon F. Marsden and Bruce A. Gustafson personally known, who being each by me duly sworn, each did say that they are respectively the President and Secretary of River Heights Vineyard Church, the non-profit corporation named in the foregoing instrument, and said President and Secretary acknowledged said instrument to be the free act and deed of said non-profit corporation.

Katherine L. Wolner
Notary Public

KATHERINE L. WOLNER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of the Northwest Quarter described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 3, Township 27, Range 22; thence East a distance of 365 feet to a point; thence South a distance of 659.98 feet; thence West a distance of 365 feet to a point; thence North a distance of 659.98 feet to the place of beginning, Dakota County Minnesota,

More particularly described as follows:

That part of the Northwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, beginning at the northwest corner of said Northwest Quarter; thence easterly, along the north line of said Northwest Quarter a distance of 365.00 feet; thence southerly, parallel with the west line of said Northwest Quarter, a distance of 659.98 feet; thence westerly, parallel with said north line, 365.00 feet to said west line; thence northerly to the point of beginning.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

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

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

EXHIBIT D
STORM WATER FACILITY PLAN

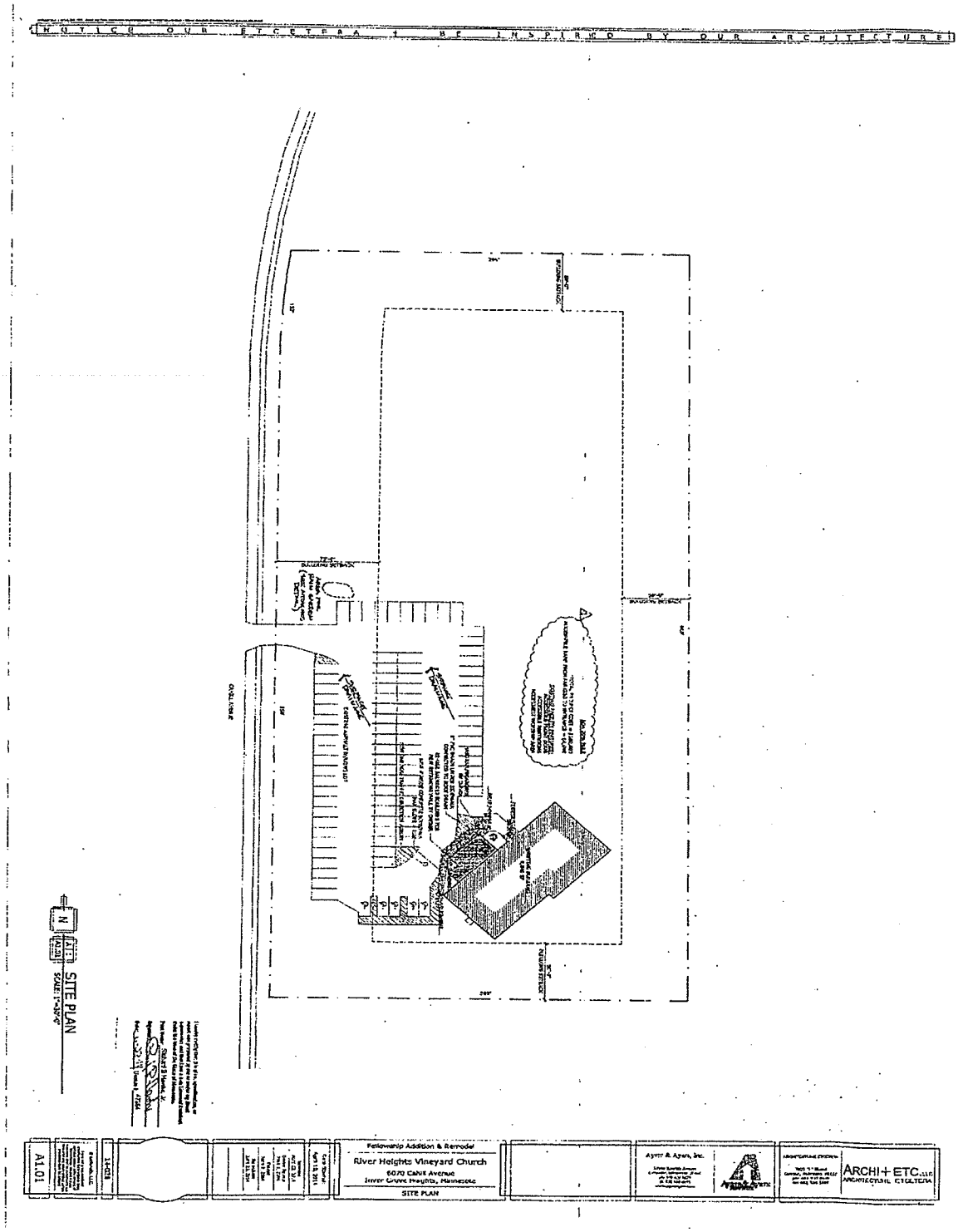
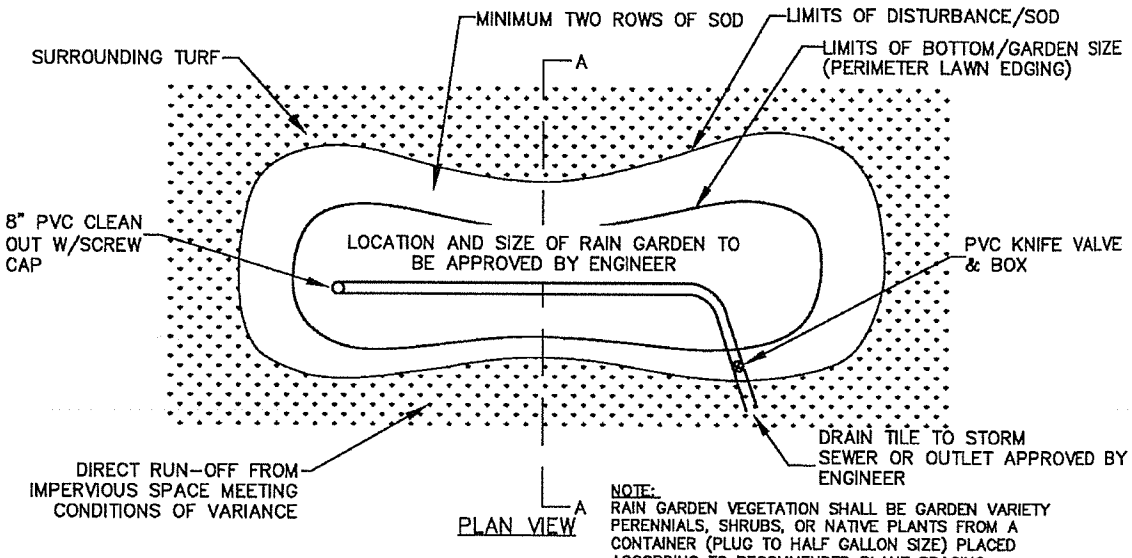


EXHIBIT E
RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS (STM-17)

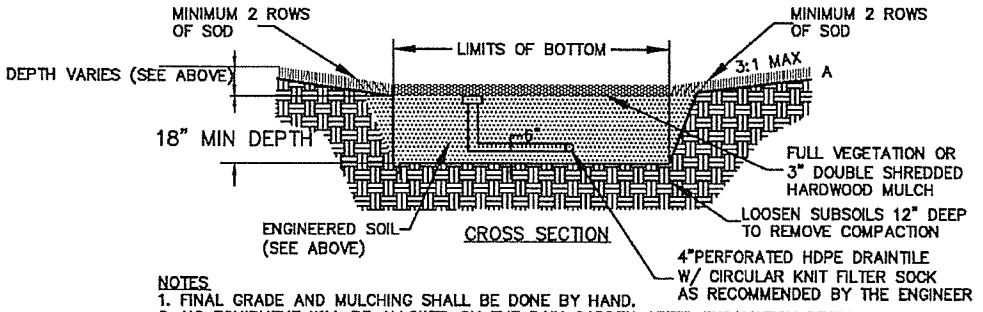


NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

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

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

GARDEN SIZE: TREATS 585 SF OF IMPERVIOUS SURFACE AND 50 CF OF RUNOFF



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

	RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	2/13	PLATE NO. STM–17

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Approving the Third Amendment to Revised and Restated Joint Powers Agreement (JPA) Establishing a Watershed Management Organization for the Lower Mississippi River Watershed and Revised Legal Boundary Map

Meeting Date:	July 28, 2014
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572 TJK
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving the third amendment to revised and restated Joint Powers Agreement (JPA) establishing a Watershed Management Organization for the Lower Mississippi River Watershed and revised legal boundary map.

SUMMARY

The Lower Mississippi River Watershed Management Organization (LMRWMO) has been operational since 1985 and includes the cities of Inver Grove Heights, West St. Paul, South St. Paul, St. Paul, Mendota Heights, Sunfish Lake and Lilydale. The current JPA was renewed and executed by all the parties in November 2013. This third amendment includes provision for all member cities to adopt a revised watershed management revised legal boundary map. This map is adding a portion of Mendota Heights to the LMRWMO.

The current version of the LMRWMO JPA has been in the process of being updated by the WMO Board in 2012. The watershed areas being mapped were developed by the LMRWMO Technical Advisory Committee which consists of the City Engineers and other technical advisors of the cities which make up the LMRWMO. The LMRWMO Board has approved the third amendment and has asked the cities to approve the map. The attached amendment establishes the revised watershed management legal boundary map that involves the addition of land area within Mendota Heights.

I recommend adoption of the resolution approve the third amendment to the JPA.

TJK/kf
Attachments: Resolution
Third Amendment to LMRWMO JPA
Revised Watershed Legal Boundary Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING THE THIRD AMENDMENT TO THE REVISED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING A WATERSHED MANAGEMENT ORGANIZATION FOR THE LOWER MISSISSIPPI RIVER WATERSHED

RESOLUTION NO. _____

WHEREAS, the City Council in 1985 entered into a Joint Powers Agreement (JPA) between the cities of South St. Paul, Inver Grove Heights, West St. Paul, Mendota Heights, Sunfish Lake, Lilydale and St. Paul establishing the Lower Mississippi River Watershed Management Organization (WMO); and

WHEREAS, the City Council approved the First Amendment to the JPA on October 23, 2011; and

WHEREAS, the City Council approved the Second Amendment to the JPA on November 13, 2012; and

WHEREAS, the WMO Board of Managers has approved the Third Amendment to JPA which includes a land area within Mendota Heights; and

WHEREAS, the updated extended the term of the JPA for the LMRWMO to January 1, 2023; and

WHEREAS, the WMO Board of Managers has presented the Third Amendment to all of the member cities for approval by the end of 2014.

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

1. That the Third Amendment to the JPA is hereby approved.

2. That the Mayor and the Deputy Clerk are hereby authorized and directed to execute and deliver the Third Amendment to the JPA in the name and on behalf of the City.

Adopted by the City Council of Inver Grove Heights this 28th day of July 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

THIRD AMENDMENT TO
REVISED AND RESTATED JOINT POWERS AGREEMENT
ESTABLISHING A WATERSHED MANAGEMENT ORGANIZATION
FOR THE LOWER MISSISSIPPI RIVER WATERSHED

THE PARTIES TO THIS AGREEMENT are members of the Lower Mississippi River Watershed Management Organization and have land that drains surface water into the Mississippi River. This Agreement amends the Revised and Restated Joint Powers Agreement between the members. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. §§ 471.59 and 103B.201 - 103B.255.

1. EXISTING AGREEMENT. The existing Revised and Restated Joint Powers Agreement, as previously amended by a First and Second Amendment for the Lower Mississippi River Watershed Management Organization, shall remain in full force and effect, except as specifically amended by this Agreement.

2. AMENDMENT. Section 1 of the Revised and Restated Joint Powers Agreement is amended to read:

> **SECTION 1. NAME AND LEGAL BOUNDARY.** The parties hereby establish the Lower Mississippi River Watershed Management Organization, hereinafter referred to as the "WMO." The "Revised Legal Boundary Map of the Lower Mississippi River Watershed Management Organization" is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

[Remainder of Page Intentionally Left Blank.]

Approved by the City Council
_____, 20____.

CITY OF INVER GROVE HEIGHTS

BY:_____

Attest:_____

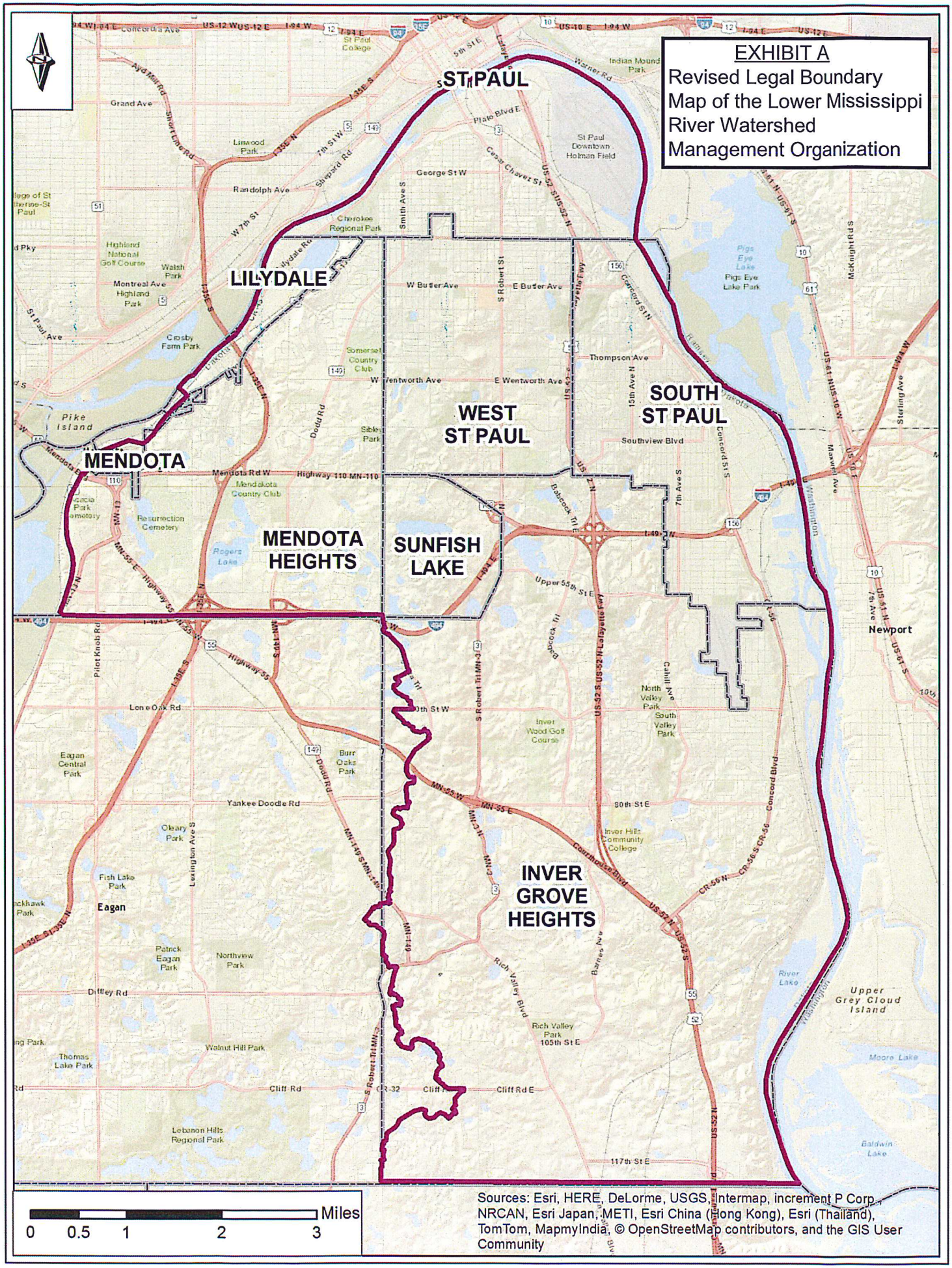


EXHIBIT A
Revised Legal Boundary Map of the Lower Mississippi River Watershed Management Organization
ST PAUL
LILYDALE
MENDOTA
WEST ST PAUL
SOUTH ST PAUL
MENDOTA HEIGHTS
SUNFISH LAKE
INVER GROVE HEIGHTS
Newport
Eagan
Miles
0
0.5
1
2
3
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

WATRUD PROPERTIES - Case No. 14-19CVA

Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	X	None
Contact:	Heather Botten 651.450.2569		Amount included in current budget
Prepared by:	Heather Botten, Associate Planner		Budget amendment requested
Reviewed by:	Planning		FTE included in current complement
	Engineering		Other
	City Attorney		

PURPOSE/ACTION REQUESTED

Consider a **Resolution** approving the Improvement Agreement, Storm Water Facilities Maintenance Agreement and related agreements for the construction of an office/warehouse building along with other site improvements for the property located at 10982 Clark Road.

- Requires 3/5th's vote

SUMMARY

The City Council approved the plans on July 14, 2014. The related development agreements were still being reviewed by the applicant and the City and were not ready when the project was reviewed by Council.

The agreements address on-site improvements including the new building, parking lot, and storm water improvements.

City Staff: Planning and Engineering Staff recommend approval of the Improvement Agreement, Storm Water Maintenance Agreement and Easement Agreements as presented.

Attachments: Resolution approving agreements
Improvement Agreement
Storm Water Facilities Maintenance Agreement
Encroachment Agreement for Existing Building
Encroachment Agreement for Private Stormwater Pipe
Permanent D & U Easement for Outlot A, Gainey Addition
Flowage Easement.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR CONSTRUCTION OF AN OFFICE/WAREHOUSE BUILDING

CASE NO. 14-19CVA
(WATRUD PROPERTIES)

WHEREAS, a Conditional Use Permit was approved on July 14, 2014 to allow a 26,400 square foot building along with other property improvements for the property located at 10982 Clark Road;

WHEREAS, conditions of approval require the applicant to enter into an agreement with the city relating to an Improvement Agreement, Storm Water Facilities Maintenance Agreement, Encroachment Agreements, Drainage and Utility Easement, and Flowage Easement prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on July 14, 2014 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Improvement Agreement, Storm Water Facilities Maintenance Agreement, Encroachment Agreements, Drainage and Utility Easement, and Flowage Easement.

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.

Passed this 28th day of July, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

IMPROVEMENT AGREEMENT
FOR A PORTION OF
LOT 1, BLOCK 1,
GAINEY ADDITION

CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT
FOR A PORTION OF LOT 1, BLOCK 1 GAINEY ADDITION

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 28th day of July, 2014 by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans;

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

1. That the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and

2. The Developer shall provide a cash deposit or letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **Owner.** "Owner" means Watrud Properties, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **Developer.** "Developer" means Watrud Properties, LLC, a Minnesota limited liability company, and its successors and assigns.

1.5 **Subject Property.** "Subject Property" means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described on Exhibit A.

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

1.7 **Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and Developer.

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Water Management Organization

e.) Metropolitan Council

f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

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

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

b.) pipeline companies.

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

1.15 **Developer Improvements.** "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Exhibit B.

1.16 **Developer Public Improvements.** "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached

Exhibit C that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.17 **Developer Default.** "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;

b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) breach of the Developer Warranties.

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

1.19 **Developer Warranties.** "Developer Warranties" means that the Developer hereby warrants and represents the following:

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

B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.

C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.

D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.

E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. **Warranty On Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within sixty (60) days of notification.

H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

I. **Fee Title.** Owner owns fee title to the Subject Property.

1.20 **City Warranties.** "City Warranties" means that the City hereby warrants and represents as follows:

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

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

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

If to City:	City of Inver Grove Heights Attention: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to Owner:	Watrud Properties, LLC Attention: Steve Watrud 9070 - 90th Court E. Inver Grove Heights, MN 55076

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

ARTICLE 2
APPROVALOF DEVELOPMENT PLANS

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

2.2 **Recording of Improvement Agreement.** The Developer shall record the Improvement Agreement with the County Recorder.

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

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

3.3 **Drainage Plan and Easements.** The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The Developer agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the City shall be on the Subject Property and in writing, in recordable form; such easements shall be delivered to the City contemporaneously with execution of this Improvement Agreement.

3.4 **Erosion Control.** The Developer shall be responsible for all damage caused as the result of any grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way until improvements are completed. The City reserves the right to perform any necessary erosion control or restoration as required, if requirements are not complied with after Formal Notice by the City as stated in Article 12. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 **Approval of Contractors and Engineer.** Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

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

6.3 **Inspection.** The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the

City's right pursuant to Article 13 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 **Faithful Performance of Construction Contracts.** The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.19(G) become defective or damaged in the opinion of the City.

6.5 **City Acceptance.** The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the Storm Water Facilities Maintenance Agreement relating to the Subject Property. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 12.

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

1. As built plan prepared and signed by a registered engineer or registered land surveyor, in an electronic format.

2. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 8
DEVELOPER WARRANTIES

8.1 **Statement of Developer Warranties.** The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

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

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City , its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

a.) breach by the Developer of the Developer Warranties;

b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;

e.) failure by the Developer to pay for materials;

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;

h.) construction of the Developer Improvements;

i.) delays in construction of the Developer Improvements;

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

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

b.) the City may suspend any work, improvement or obligation to be performed by the City;

c.) the City may collect on the cash deposit pursuant to Article 12 hereof;

d.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property.

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

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

exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

11.4 **Emergency.** Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 **Escrow Requirement.** Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City a cash deposit or letter of credit or other security acceptable to the City for the amounts stated in Exhibit E.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached Exhibit E. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2016. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2016, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

a.) a Developer Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2016.

The City shall use the cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit E to be constructed to the extent practicable; if the

Director of PWD determines that such Developer Improvements listed on Exhibit D have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the cash deposit or letter of credit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.19(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13
MISCELLANEOUS

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

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

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

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

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

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

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

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

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

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

13.12 Consent. The Owner hereby consents to the recording of this Improvement Agreement.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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

OWNER:
WATRUD PROPERTIES, LLC

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the company.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

L:\CLIENTS\810\81000\13000 - Pass Through\Watrud Properties LLC (Office & Warehouse)\Documents\Improvement Agreement (Watrud).doc

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota lying northerly of a line described as commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 668.57 feet to the point of beginning of the line to be described; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1 and said line there terminating.

EXHIBIT B
LIST OF IMPROVEMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Grading and Erosion Control Plan	5-16-14 revised 7-01-14	Rehder and Associates, Inc.
2.)	Utility Plan	5-16-14 revised 7-01-14	Rehder and Associates, Inc.
3.)	Details and Specifications Plan	5-16-14 revised 7-01-14	Rehder and Associates, Inc.
4.)	Landscape Plan	5-16-14 revised 7-01-14	Rehder and Associates, Inc.

The above-listed Development Plans were approved by the City Engineer on July ____, 2014.

The Development Plans also include compliance by Developer and Owner with the conditions set forth in the following:

1. Memorandum from Assistant City Engineer Steve Dodge to City Planner Allan Hunting dated June 11, 2014.

The "Engineering Memo". The Engineering Memo is on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are Developer Improvements.
The items checked with "Public" below are those Developer Improvements that are Developer Public Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	12-15-14 or before issuance of building permit	grading, drainage and erosion control
X	12-15-14 or before issuance of building permit	sanitary sewer and water service lines extended to building pad
X	12-15-14 or before issuance of building permit	stormwater improvements per the Development Plans (including storm water piping for the storm sewer system to the manhole near Clark Road)
X	6-15-15 or before issuance of certificate of occupancy	parking lot
X	6-15-15 or before issuance of certificate of occupancy	landscaping

*Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION ACTIVITY FOR DEVELOPER IMPROVEMENTS.** Before the Developer begins construction of the Developer Improvements, all of the following conditions must be satisfied:

a.) Developer and Owner must execute this Improvement Agreement.

b.) Developer must provide to the City of Inver Grove Heights the letter of credit escrow for Developer Improvements stated on Exhibit E of the Improvement Agreement.

c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit E of the Improvement Agreement.

d.) Additionally, Developer must fully pay the City of Inver Grove Heights for all planning and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.

e.) Developer or contractor performing construction services on behalf of the Developer shall provide a Certificate of Insurance naming the City as an additional insured as stated in paragraph 6 of this Exhibit D.

f.) Developer and Owner must execute an Encroachment Agreement for the private storm water pipe being placed in a public drainage and utility easement on the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

g.) Developer and Owner must execute an Encroachment Agreement for the existing block building, driveway and propane tank located within a public drainage and utility easement on the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

h.) Developer and Owner must enter into a Storm Water Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

i.) Developer and Owner must execute a Permanent Drainage and Utility Easement for Outlot A, Gainey Second Addition. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

j.) Developer and Owner must execute a Flowage Easement for Outlot A, Gainey Second Addition. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

k.) Amendment Relating to Cost Sharing for the Storm Water Facilities Maintenance Agreement for Outlot A, Gainey Second Addition (executed by Watrud Properties, LLC). The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

l.) All of the following documents have been recorded and evidence of recording has been provided to the City:

- Improvement Agreement
- Encroachment Agreement (for private storm water pipe located within public easement)
- Encroachment Agreement (for building, driveway and propane tank located within City easement)
- Storm Water Facilities Maintenance Agreement
- Permanent Drainage and Utility Easement for Outlot A, Gainey Second Addition
- Flowage Easement for Outlot A, Gainey Second Addition
- Amendment Relating to Cost Sharing for the Storm Water Facilities Maintenance Agreement for Outlot A, Gainey Second Addition

2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 15, 2014 OR BEFORE THE ISSUANCE OF A BUILDING PERMIT FOR THE DEVELOPER IMPROVEMENTS.** By December 15, 2014 or before the issuance of a building permit for the Developer Improvements, whichever occurs first, the following conditions must be satisfied by Developer and Owner:

a.) All of the conditions of paragraph 1 of this Exhibit D have been met.

b.) General site, grading, drainage and erosion control have been completed.

c.) Sanitary sewer and water service lines have been extended to the building pad.

d.) Construction has been completed with respect to the storm water piping for the storm sewer system to the manhole near Clark Road.

e.) All other storm water facilities and storm water improvements must be completed.

3.) **CONDITIONS TO BE SATISFIED BY JUNE 15, 2015 OR BEFORE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE DEVELOPER IMPROVEMENTS.** By June 15, 2015, or before the issuance of a Certificate of Occupancy for the Developer Improvements, whichever occurs first, the following conditions must be satisfied by Developer and Owner:

a.) All the conditions in Paragraphs 1 and 2 of this Exhibit D have been met.

b). All of the Developer Improvements have been completed per the approved Development Plans.

c.) The parking lot must be completed.

d.) The landscaping shall be completed (see note in Exhibit C above).

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit E shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets.

5.) **CERTIFICATE OF INSURANCE**. Developer or contractor performing construction services on behalf of Developer shall obtain a Certificate of Insurance naming the City of Inver Grove Heights as an additional insured. The Certificate of Insurance shall be provided to the City prior to any construction commencing on the Subject Property.

6.) **PAYMENT TO WATRUD PROPERTIES, LLC FOR CONSTRUCTION OF STORM SEWER SYSTEM FROM SUBJECT PROPERTY TO POND LOCATED ON OUTLOT A, GAINEY SECOND ADDITION**. A storm sewer system is being constructed from the Subject Property (Lot 1, Block 1, Gainey Addition) under Clark Road to the storm water pond located on Outlot A, Gainey Second Addition. The City recognizes that the storm sewer system will collect runoff from the public right-of-way (Clark Road). The City also recognizes that the installation of the storm sewer system will reduce the amount of storm water runoff that currently flows toward the existing storm water ponds located along T.H. 52. The storm sewer system shall be installed in accordance with the Utility Plan dated May 16, 2014, revised July 1, 2014 prepared by Rehder & Associates, Inc. The City agrees to contract with Watrud Properties, LLC for the approximate amount of $17,200.00 for a portion of the storm sewer system which will be installed from the Subject Property to the storm water pond located on Outlot A, Gainey Second Addition. The City also agrees to pay Watrud Properties, LLC the approximate sum of $2,580 for the plans and specifications that were prepared by Rehder & Associates, Inc.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage and Erosion Control	$	
2.)	Extension of Sanitary Sewer and Water Service Lines	$	
3.)	Storm Water Piping for Storm Sewer System and Storm Water Facilities	$	
4.)	Parking Lot	$	
5.)	Landscaping	$	
6.)	Construction debris clean-up	$	
7.)	Certified As-Builts	$	
SUBTOTAL:		$	
MULTIPLIED BY:		x	1.25
EQUALS:		**$**	
ESCROW AMOUNT:		**$**	

EXHIBIT E
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit $3,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

This Engineering Escrow Amount shall be used to pay the City for engineering inspection fees at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise charged the Developer for engineering inspection performed by the City.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to the Developer Improvements on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

a.) The expiration of the warranty period under Section 1.19(G) of this Improvement Agreement.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems exceed the initially deposited $3,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO A PORTION OF LOT 1, BLOCK 1, GAINEY ADDITION, DAKOTA COUNTY, MINNESOTA

THIS **STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO A PORTION OF LOT 1, BLOCK 1, GAINEY ADDITION, DAKOTA COUNTY, MINNESOTA** (Agreement) is made, entered into and effective this 28th day of July, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Watrud Properties, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** Landowner means Watrud Properties, LLC, a Minnesota limited liability company, and its successors and assigns.

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

> Any existing or future storm water pipes, ponds, conduits, culverts, ditches, catch basins, storm water quality structures, underground storm water infiltration and

storage systems or storm water appurtenances lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means collectively the _____ Plan dated _____, 2014, prepared by Rehder and Associates, Inc. and approved by the City Engineer on July _____, 2014. The Storm Water Facility Plan is on file with the City.

1.6 **Responsible Owner.** "Responsible Owner" means, jointly and severally, each and all of the following:

> The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 **Landowner Property.** "Landowner Property" means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A**.

1.8 **Improvement Agreement**. "Improvement Agreement" means that certain Agreement dated July 28, 2014, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Maintenance of Storm Water Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.2 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City, which such consent shall not be unreasonably withheld, conditioned or delayed. The Responsible Owner shall also insure that the Storm Water Facilities remain in material compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.2 **Standard of Maintenance.** The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.2.

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

a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and

b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **Second Generation Water Resources Management Plan dated December 2008,** (as amended from time to time, by amendment of general applicability). The **Second Generation Water Resources Management Plan dated December 2008,** is on file with the City's Director of Public Works.

c. The Standard of Maintenance shall meet the Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River (as amended from time to time, by amendment of general applicability). The Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River are on file with the Citys Director of Public Works; and

d. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems and bio-retention systems that the City maintains, as those standards are from time to time amended; and

e. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

i.) The Responsible Owner must monitor the Storm Water Facilities and shall as soon as possible correct any material malfunction or deficiency so as to ensure that the Storm Water Facilities operate in conformance with their design parameters.

ii.) The Responsible Owner must maintain and repair the Storm Water Facilities and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:

a. Any evidence of unusual amounts of silt and soil build-up; or
b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.

iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

iv.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B.** The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

v.) The final Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;

f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and

j. A program for monitoring and testing water quality.

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

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall identify water quality monitoring and testing results. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**. If Responsible Owner was not required to perform tests during the previous year, then the annual report for that particular year shall be limited to the inspections and corrective measures, if any, that were taken during the year without reference to the tests.

3.3 <u>Notice of Non-Compliance with Section 3.2; Cure Period.</u> If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days

to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.4 and 3.5 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.5 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.4 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

3.6 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements and notwithstanding that the easement in favor of the City may state that the City has the sole obligation for maintenance of the easement under certain conditions.

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

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

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

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 **Approval of Development Plans.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 5
MISCELLANEOUS

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

by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

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

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

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

If to Landowner:
Watrud Properties, LLC
Attention: Steve Watrud
9070 - 90th Court E.
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 first day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER:
WATRUD PROPERTIES, LLC

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the company.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota lying northerly of a line described as commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 668.57 feet to the point of beginning of the line to be described; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1 and said line there terminating.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

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

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

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON A PORTION OF LOT 1, BLOCK 1, GAINEY ADDITION DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON A PORTION OF LOT 1, BLOCK 1, GAINEY ADDITION DAKOTA COUNTY, MINNESOTA (Agreement) is made this 28th day of July, 2015, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by Watrud Properties, LLC, a Minnesota limited liability company (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 the following easement located on the Subject Land:

> The permanent drainage and utility easement within the Subject Lot lying on the eastern boundary of the Subject Lot dedicated on the recorded plat of Gainey Addition, Dakota County, Minnesota.

1.5 **Landowner.** "Landowner" means Watrud Properties, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land during the period of time that it or they own fee title 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 City of Inver Grove Heights Attention: Director of Public Works 8150 Barbara Avenue Inver Grove Heights, MN 55077
IF TO LANDOWNER:	Watrud Properties, LLC Attn: Steven Watrud 9070 - 90th Court E. 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 existing block building, existing recycled bituminous drive and existing propane tank located along the easterly boundary line of the Subject Land as shown on the Utility Plan dated May 16, 2014 and revised on July 1, 2014, prepared by Rehder and Associates, Inc. attached hereto as Exhibit B.

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

1.9 **City Right-of-Way Costs.** "City Right-of-Way 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, replacement, and expansion of the City's Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way 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 Easements, and all engineering and attorneys' fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and

subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

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

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

1.12 Construction Plan. "Construction Plan" means the Utility Plan dated May 16, 2014, revised July 1, 2014 prepared by Rehder and Associates, Inc. and approved by the City Engineer on July ____, 2014. A copy of the Construction Plan is attached hereto as Exhibit B. The Construction Plan is on file with the City.

ARTICLE 2
RECITALS

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

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

Recital No. 3. Landowner has requested permission from the City to retain the Landowner Improvements at their current location within the City Easement.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner to retain the Landowner Improvements at their current location within the City Easement if the following conditions are met:

a.) The Landowner maintains the Landowner Improvements;

b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

c.) The Landowner agrees to temporarily remove the Landowner Improvements from the City Easement 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 City Easement.

d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

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

ARTICLE 3
AGREEMENTS

3.1 Retainage and Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the City agrees that the Landowner may retain the Landowner Improvements at their current location within the City Easement. The Landowner Improvements must remain at their current location as shown in the Construction Plan and on Exhibit B.

The Landowner shall not place any other structures, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements.

Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

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

3.3 Continuing Right To City Easements 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 Easements.

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

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

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

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

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within such period, 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.6.

3.7 **Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to the cure period or to Formal Notice to the Landowner to perform its obligations under Section 3.6, the City shall not be required to give such Formal Notice or to allow a cure period 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.7.

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 its 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 thirty (30) days or such longer period of time as is reasonable under the circumstances 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.9.

3.10 **Remedies.** If the Landowner fails to perform its 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.

Nothing in this Section shall be deemed to impair Landowner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by

the City given the task, work, construction or improvement performed by the City.

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.) Retainage and maintenance of the Landowner 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 the Landowner Improvements.

3.12 **City Duties.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner 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 Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

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 on and apply to any title, right and interest of the Landowner in the Subject Land acquired by Landowner after the execution date of this Agreement or after the recording 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 28th day of July, 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
WATRUD PROPERTIES, LLC

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the company.

_____
Notary Public

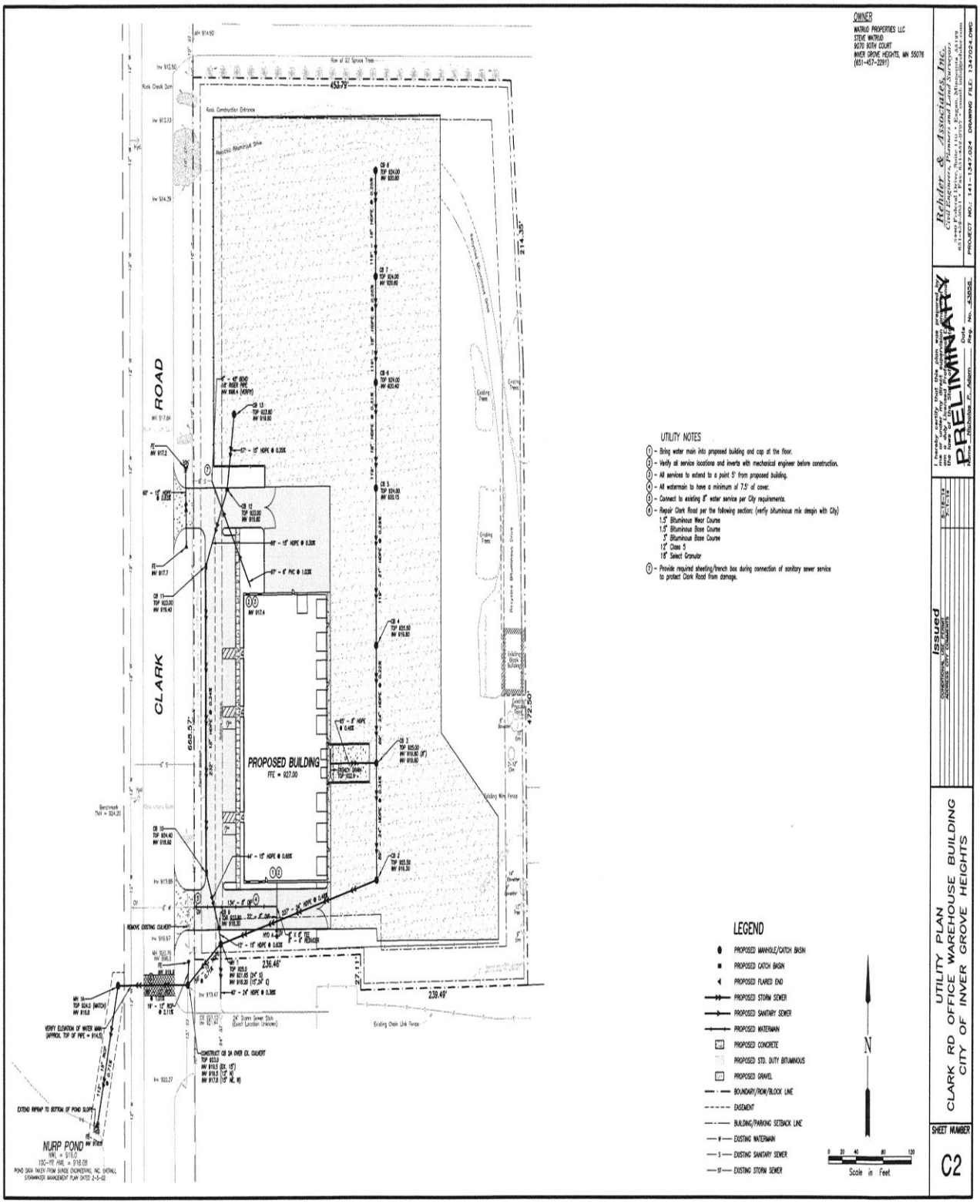
This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

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

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota lying northerly of a line described as commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 668.57 feet to the point of beginning of the line to be described; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1 and said line there terminating.

EXHIBIT B
DEPICTION OF LANDOWNER IMPROVEMENTS



AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON A PORTION OF LOT 1, BLOCK 1, GAINEY ADDITION DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON A PORTION OF LOT 1, BLOCK 1, GAINEY ADDITION DAKOTA COUNTY, MINNESOTA (Agreement) is made this 28th day of July, 2015, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by Watrud Properties, LLC, a Minnesota limited liability company (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 the following easement located on the Subject Land:

> That certain Permanent Utility and Drainage Easement recorded as Document No. 2596097 with the Dakota County Recorder's Office.

1.5 **Landowner.** "Landowner" means Watrud Properties, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land during the period of time that it or they own fee title 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 City of Inver Grove Heights Attention: Director of Public Works 8150 Barbara Avenue Inver Grove Heights, MN 55077
IF TO LANDOWNER:	Watrud Properties, LLC Attn: Steven Watrud 9070 - 90th Court E. 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 private storm water pipe located within the City Easement on the Subject Land.

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

1.9 **City Right-of-Way Costs.** "City Right-of-Way 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, replacement, and expansion of the City's Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way 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 Easements, and all engineering and attorneys' fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

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

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

1.12 Construction Plan. "Construction Plan" means the Grading and Erosion Control Plan dated May 16, 2014 and revised July 1, 2014 prepared by Rehder and Associates, Inc. that was approved by the City Engineer on July ____, 2014. The Construction Plan is on file with the City.

ARTICLE 2
RECITALS

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

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

Recital No. 3. Landowner has requested permission from the City to place Landowner Improvements within the City Easement for the benefit of the Subject Lot.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner to retain the Landowner Improvements at their current location within the City Easement if the following conditions are met:

a.) The Landowner maintains the Landowner Improvements;

b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

c.) The Landowner agrees to temporarily remove the Landowner Improvements from the City Easement 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 City Easement.

d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

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

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the locations specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

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. After construction, the Landowner, at its expense, shall maintain and repair the Landowner Improvements.

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

3.3 Continuing Right To City Easements 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 Easements.

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

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

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

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City

Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within such period, 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.6.

3.7 **Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to the cure period or to Formal Notice to the Landowner to perform its obligations under Section 3.6, the City shall not be required to give such Formal Notice or to allow a cure period 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.7.

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 its 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 thirty (30) days or such longer period of time as is reasonable under the circumstances 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.9.

3.10 **Remedies.** If the Landowner fails to perform its 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.

Nothing in this Section shall be deemed to impair Landowner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City.

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.) Retainage and maintenance of the Landowner 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 the Landowner Improvements.

3.12 **City Duties.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner 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 Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

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 on and apply to any title, right and interest of the Landowner in the Subject Land acquired by Landowner after the execution date of this Agreement or after the recording 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 28th day of July, 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
WATRUD PROPERTIES, LLC

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the company.

_____
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

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota lying northerly of a line described as commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 668.57 feet to the point of beginning of the line to be described; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1 and said line there terminating.

PERMANENT DRAINAGE AND UTILITY EASEMENT

This **PERMANENT DRAINAGE AND UTILITY EASEMENT** (Easement) is granted and conveyed this 28th day of July, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Watrud Properties, LLC, a Minnesota limited liability company, (hereafter referred to as Landowner).

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

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

> A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and

b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

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

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

CITY OF INVER GROVE HEIGHTS

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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:
WATRUD PROPERTIES, LLC

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the limited liability company.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

> Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

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

> A 20 foot easement for drainage and utility purposes over, under, through and upon Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, the centerline of said easement is described as follows:
>
> Commencing at the northeast corner of said Outlot A; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Outlot A, a distance of 688.71 feet to the beginning of centerline to be described; thence South 89 degrees 47 minutes 22 seconds West a distance of 8.76 feet; thence South 15 degrees 24 minutes 56 seconds West a distance of 122.00 feet and there said centerline terminates.

FLOWAGE EASEMENT

This **FLOWAGE EASEMENT** (Flowage Easement) is granted and conveyed this 28th day of July, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Watrud Properties, LLC, a Minnesota limited liability company, (hereafter referred to as Landowner).

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

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

> A permanent easement to drain, flow and deposit storm water and surface water from Clark Road and from the Clark Road storm water system (hereinafter "**Flowage Easement**") into the storm water ponds and infiltration basins contained within the Landowner Property legally described and depicted on **Exhibit B** (hereinafter the "**Flowage Easement Area**") attached hereto and incorporated herein by reference; and for all such purposes ancillary, incident or related thereto.

The Flowage Easement rights granted herein are forever and shall include, but not be limited to the right to discharge storm water and surface water from Clark Road and from the Clark Road storm water system into, over, across, through and upon the Flowage Easement Area.

EXEMPT FROM STATE DEED TAX

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

a.) to enter upon the Flowage Easement Area at all reasonable times for the purposes of inspection, grading and sloping relating to the purposes of this Flowage Easement; and

b.) to excavate and refill ditches or trenches; and

c.) to remove from the Flowage Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the Flowage Easement.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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:
WATRUD PROPERTIES, LLC

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the limited liability company.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF FLOWAGE EASEMENT AREA

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Approving Demolition Contract Addendum - 8195 Babcock Trail

Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent	☐	None
Contact:	Thomas J. Link: 651-450-2546	☐	Amount included in current budget
Prepared by:	Tom Link, Director of Comm. Dev.	☐	Budget amendment requested
Reviewed by:	NA	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other (Revenue)

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of a Resolution Approving a Contract Addendum for Lloyd's Construction Services for Demolition at 8195 Babcock Trail.

BACKGROUND

Last year, the City acquired the residence at 8195 Babcock Trail, just west of City Hall. The purpose of the acquisition is to remove the residence and eventually redevelop the property, in conjunction with adjacent parcels, as industrial office park.

The City awarded a contract to Lloyd's Construction Services for the demolition of the buildings, septic system, and driveway, and for sealing and capping the well. The contractor performed some of the demolition last winter but was unable to complete it because of weather conditions. He will now be completing the demolition work in the next month or two.

Upon further investigation, an old, burned shed and rock wall have been found at the rear of the property. A small, underground vault has also been found near an old handpump. Because these are considered nuisances, staff believes that they should be removed. The contractor would remove the nuisances when he returns to the site to complete the demolition work, at a cost of $7,500.

RECOMMENDATION

Staff recommends approving the contract addendum for Lloyd's Construction Services for the additional demolition work at 8195 Babcock Trail.

Enc: Resolution

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT ADDENDUM FOR LLOYD'S CONSTRUCTION SERVICES INC. FOR DEMOLITION AT 8195 BABCOCK TRAIL

WHEREAS, the City of Inver Grove Heights entered into a contract with Lloyd's Construction Services to remove structures at 8195 Babcock Trail; and

WHEREAS, the City desires to amend that contract for additional demolition services; and

WHEREAS, those additional demolition services include the removal of an old, burned shed and a rock wall and filling in a small underground vault; and

WHEREAS, the costs of the additional demolition services is $7,500.

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

1. The City Council hereby approves a contract addendum for Lloyd's Construction for additional demolition at 8195 Babcock Trail.

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

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Approval of Contractor for Low E Ceiling for East Rink

Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Eric Carlson – 651.450.2587	X	Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

The Council is asked to approve hiring R & R Specialties Inc. to install the Low E Ceiling in the East Rink in an amount not to exceed $56,000. The project is funded from the 2014 VMCC/Grove budget.

SUMMARY

The low e ceiling project is an energy saving project that will reduce the energy load on the compressors that chill the ice. The project is expected to have less than a 6 year payback.

The contractor will install the low e ceiling at the same time the rink is being painted and rubberized flooring replaced in September/October.

The City received a total of two quotes for the project as follows:

R & R Specialties Inc.	$53,433
Energie Ennovation Inc.	$56,710

As a note, we are not proposing to install a low E ceiling in the West Rink based on the fact that ice is only installed from Nov – February annually.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Replacement of Waterpark Pool Furniture for Veterans Memorial Community Center

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Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Tracy Petersen – 651.450.2588	X	Amount included in current budget
Prepared by:	Tracy Petersen		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
To accept the quote of $19,696.70 from By the Yard, Inc. to replace all of the current pool furniture in the waterpark. This amount is included in the 2014 VMCC budget.

SUMMARY
The pool furniture located in the waterpark is an integral component to our user experience. The new furniture will consist of 11 square pedestal tables, 44 table benches and 12 chaise lounge chairs. Furniture will be more compact and will provide for more seating. The furniture has a 35 year warranty.

By the Yard, Inc. product is made locally and we currently have product from this vendor in the Community Center and have found it to be durable for the pool environment.

Vendor	Quote
By the Yard, Inc.	$19,696.70
Family Leisure	$26,946.60

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	July 28, 2014
Item Type:	Consent
Contact:	Joe Lynch, City Administrator
Prepared by:	Amy Jannetto, H.R. Coordinator
Reviewed by:	n/a

Fiscal/FTE Impact:

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

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

Please confirm the seasonal/temporary employment of: Aquatics – Danielle Christensen, Alexis Osborn, Fitness – Pamela Grothe, Kids Rock – Paula Egging.

Please confirm the seasonal/temporary termination of employment of: Aquatics: Amelia Erhart, Fitness – Nick Tolsma.

Please confirm the separation of employment of: Michelle Iaria, Community Development.

Please confirm the employment of: Veronica Vonnancour, Assistant to Chief Building Official, Community Development.

6A (i)

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Assessment Hearing for the 2012 Pavement Management Program, Urban Street Reconstruction, City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court

Meeting Date:	July 28, 2014
Item Type:	Assessment Hearing
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Thomas J. Kaldunski, City Engineer TJK

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund, Other

PURPOSE/ACTION REQUESTED

Assessment Hearing to consider a resolution adopting the final assessment roll for the 2012 Pavement Management Program, Urban Street Reconstruction, City Project No. 2012-09D – City Project No. 65th Street Neighborhood and Cahill Court.

SUMMARY

City Project No. 2012-09D Area

The reconstruction portion includes: 65th Street from Babcock Trail to Cahill Avenue, Buckley Way from 65th Street to Cahill Avenue, Buckley Circle from Buckley Way to its south terminus, Borden Way from 65th Street to 65th Street, Borden Court from Borden Way to its south terminus, Bonner Court south from 65th Street to its south terminus, Bonner Court north from 65th Street to its north terminus, Barbara Avenue from 65th Street to 67th Street, 67th Street from Babcock Trail to its east terminus, 68th Street from Barnes Avenue to its east terminus, Barnes Avenue from 67th Street to 68th Street, 67th Court from Blaine Avenue to its east terminus, and Cahill Court from Cahill Avenue to its west terminus.

The mill and overlay portion includes: Bordeaux Court from 65th Street to its north terminus, and 68th Street from Babcock Trail to Barnes Avenue.

General Nature of Improvements

Roadway reconstruction included bituminous pavement reclamation, mill and overlay, sub-grade excavation/preparation, granular sub-grade, aggregate base, bituminous pavement, curb and gutter removal/replacement, driveway reconstruction, sidewalk removal/replacement, contamination abatement, drainage improvements, storm sewer and water main improvements, water main replacement, pressure reducing valve, hydrant/valve replacement, restoration and appurtenances.

The project was ordered by the City Council on April 9, 2012, as part of the City's Pavement Management Program (PMP). The street segments included in the project are shown on the attached map.

Project funding is outlined in the following table:

Funding Item	Cost
Pavement Management Fund	$ 732,682.81
Assessments	1,888,155.82
State Aid	2,612,048.06
Water Fund	320,281.80
Sewer Fund	35,736.25
Other	4,298.76
Total	**$5,593,203.50**

Properties are being assessed for street improvements and drainage improvements. The proposed **Option 1** assessment roll is based on following the assessment caps as recertified by an independent appraiser, Metzen Appraisals. They have confirmed their original opinion that following the proposed **Option 1** Special Benefit Analysis is justifiable and defendable as follows:

1. $4,000 for single-family and detached townhomes west of T.H. 52
2. $5,000 for a single-family parcels east of T.H. 52
3. $7,500 for a duplex, east of T.H. 52
4. Indirect access for single-family homes is one-half of the single-family home rate
5. Indirect access for townhomes is one-half of the attached townhome rate
6. $2,000 for condos
7. $2,500 for attached townhomes
8. $1.00 per square foot of property for businesses

If the calculated cumulative total assessment for the parcels in the project area exceeds the respective caps, the amount in excess of the cap would be paid by the Pavement Management Fund and other City revenue sources.

The City Council discussed the single family special assessment benefit caps at their May worksession. **Option 2** was developed using a $4,000 single-family home special benefit cap as summarized in the June 24, 2014 memo distributed previously to the Council. This **Option 2** would reduce the $5,000 special benefit cap for single-family homes to a $4,000 amount. All other assessment rates outlined in **Option 1** would be used in **Option 2** (items 3 through 8). It is estimated that selecting **Option 2** would require $83,873.20 in additional Pavement Management funding. Assessments in **Option 2** would cover 34% of the total project cost.

The final total project cost is $5,593,203.50. If the assessments are capped following the recommendation of the assessment benefit analysis in **Option 1**, the total amount proposed to be specially assessed would be $1,972,029.02 (35%) The total amount to be specially assessed in **Option 2** ($4,000/single-family cap) is $1,888,155.82 (34%) An assessment term of ten (10) years for the project at an interest rate of 4.8 percent is proposed. **Option 1** and **Option 2** assessment rolls are attached.

Two assessment informational meetings were held with residents on July 8, 2014. A total of 82 attendees were present representing residential parcels and associations. Four (4) businesses attended the business informational meeting. General questions and comments at the meeting related to the project included the following original items particular to this group.

(a) They didn't appreciate getting a letter showing a higher per policy assessment amount rather than the appraiser's special benefit amount.

(b) There was concern over the interest rate being too high.

(c) Requests to see the public information posted on the website.

(d) Those property owners in the $5,000 appraiser's valuation are requesting an amount at or closer to $4,000.

(e) The Bixby and Blaine Ridge owners requested further explanation for assessment valuations and the multi-family rate north of 65th Street.

Other items of concern were discussed:

(a) Concern about several driveways are being addressed under warranty.

(b) Two residents with sub-dividable lots expressed interest in the deferment agreements mentioned at the Public Hearing.

(c) Several residents are considering applying for the age deferment.

(d) Many residents left the meeting after hearing the Council will receive a recommendation to use the assessment benefit caps, not per the policy amount.

The City received several dozen phone calls related to the assessments before this meeting. These calls were generally answered by noting the Council will be considering the assessment caps outlined in the assessment benefit analysis unless modified by Council at the hearing.

Copies of 37 assessment objections letters are attached along with a map showing the locations of these owners. Twenty-eight of them are related to the Blackhawk Trail Association.

The two (2) parcel owners with sub-dividable parcels have executed special assessment deferral agreements. These agreements will defer the assessment until future development would occur. It is recommended that the Council adopt the resolution approving these deferments.

I recommend approval of the resolution adopting the assessment roll for **Option 2** ($4,000 single-family cap) for City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court.

TJK/kf

Attachments: Resolution approving assessment levy
Area map
Final assessment roll – **Option 1** ($5,000 cap) or **Option 2** ($4,000 cap)
Objection letters (37) with map
Comments (6)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, URBAN STREET RECONSTRUCTION, CITY PROJECT NO. 2012-09D –65TH STREET NEIGHBORHOOD AND CAHILL COURT

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court which includes the following streets:

The reconstruction portion includes: 65th Street from Babcock Trail to Cahill Avenue, Buckley Way from 65th Street to Cahill Avenue, Buckley Circle from Buckley Way to its south terminus, Borden Way from 65th Street to 65th Street, Borden Court from Borden Way to its south terminus, Bonner Court south from 65th Street to its south terminus, Bonner Court north from 65th Street to its north terminus, Barbara Avenue from 65th Street to 67th Street, 67th Street from Babcock Trail to its east terminus, 68th Street from Barnes Avenue to its east terminus, Barnes Avenue from 67th Street to 68th Street, 67th Court from Blaine Avenue to its east terminus, and Cahill Court from Cahill Avenue to its west terminus.

The mill and overlay portion includes: Bordeaux Court from 65th Street to its north terminus, and 68th Street from Babcock Trail to Barnes Avenue.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of ten (10) years. The first of the installments shall be payable on or before the first Monday in January 2015, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution (or at such later date determined by the City Council). To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing (or at such later date determined by the City Council).

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 28th day of July 2014.

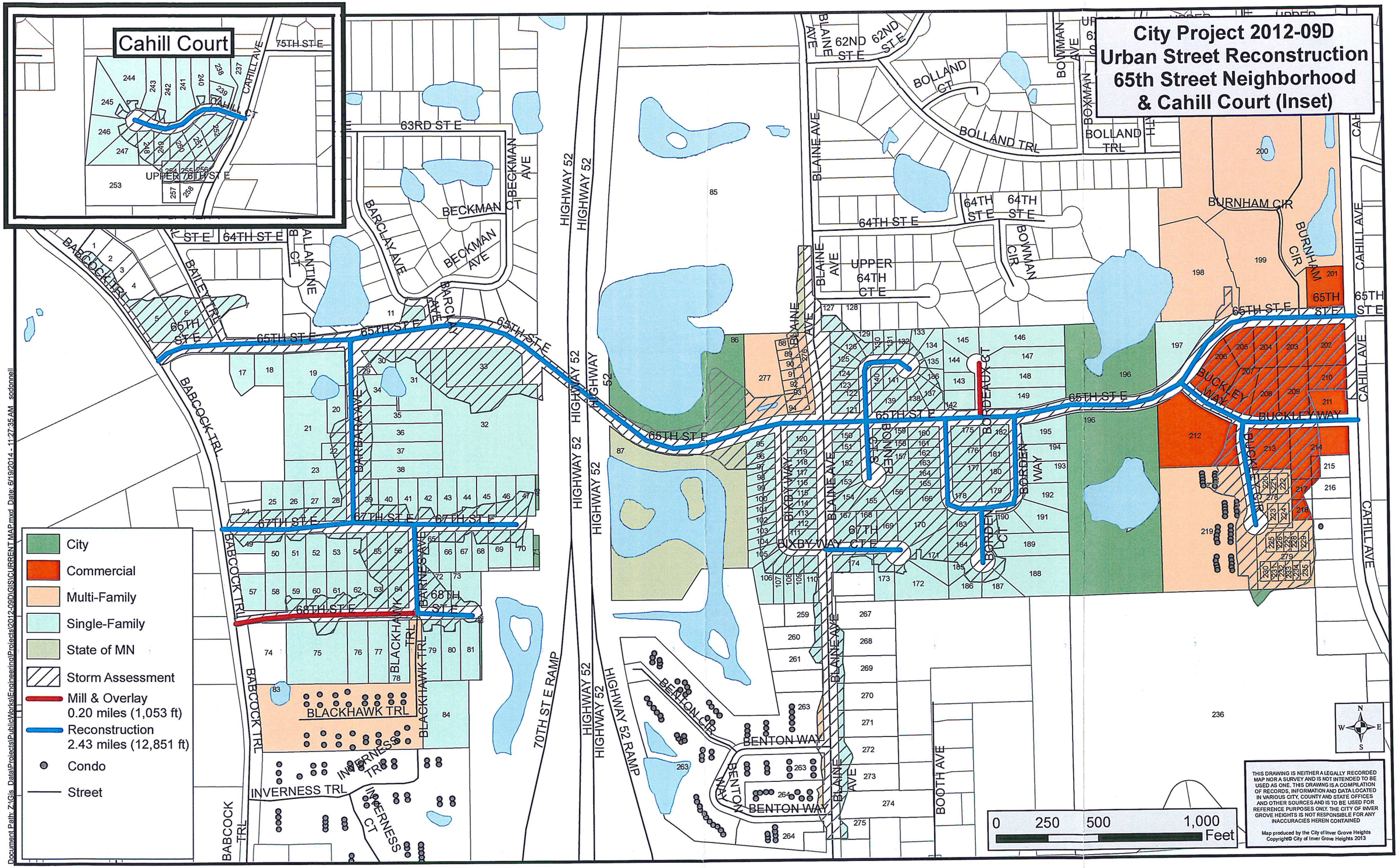
AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

City Project 2012-09D
Urban Street Reconstruction
65th Street Neighborhood
& Cahill Court (Inset)



PREPARED BY: JDS

DATE: 7/22/14

OPTION 1

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
1	200050004020	6410	BABCOCK TRL E	SF	$1,054.08	$0.00	$0.00	$1,054.08		$1,054.08
2	200050004032	6422	BABCOCK TRL E	SF	$1,660.53	$0.00	$0.00	$1,660.52		$1,660.52
3	200050004031	6422	BABCOCK TRL E	SF	$731.23	$0.00	$0.00	$731.22		$731.22
4	200050004050	6444	BABCOCK TRL E	SF	$1,277.89	$0.00	$0.00	$1,277.88		$1,277.88
5	200050004060	6460	BABCOCK TRL E	SF	$10,646.13	$0.00	$0.00	$10,646.12		$4,000.00
6	200050004070	6465	BAILEY TRL	SF	$9,038.44	$0.00	$0.00	$9,038.44		$4,000.00
7	200050004080	6470	BAILEY TRL	SF	$3,656.59	$0.00	$0.00	$3,656.58		$3,656.58
11	206595101051	6491	BARCLAY AVE	SF	$2,744.69	$0.00	$0.00	$2,744.68		$2,744.68
17	203140001010	1965	65TH ST	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
18	203140001020	1985	65TH ST E	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
19	203100003090	2050	65TH ST E	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
20	203100003040	6553	BARBARA AVE E	SF	$999.07	$10,296.71	$0.00	$11,295.78		$4,000.00
21	203100003051	6579	BARBARA AVE E	SF	$1,121.33	$10,296.71	$0.00	$11,418.04		$4,000.00
22	203100003060	6585	BARBARA AVE E	SF	$1,581.07	$10,296.71	$0.00	$11,877.78		$4,000.00
23	203100003110	6605	BARBARA AVE E	SF	$1,463.52	$10,296.71	$0.00	$11,760.22		$4,000.00
24	201710002063	6620	BABCOCK TRL E	SF	$2,085.96	$0.00	$0.00	$2,085.96		$2,085.96
25	201710002061	1991	67TH ST E	SF	$1,852.55	$10,296.71	$0.00	$12,149.26	$502.00	$3,498.00
26	201710002043	2005	67TH ST E	SF	$1,956.95	$10,296.71	$0.00	$12,253.66		$4,000.00
27	201710002031	2023	67TH ST E	SF	$1,999.56	$10,296.71	$0.00	$12,296.26		$4,000.00
28	201710002020	2049	67TH ST E	SF	$3,364.96	$10,296.71	$0.00	$13,661.66		$4,000.00
29	203100003080	6538	BARBARA AVE E	SF	$426.09	$0.00	$0.00	$426.08		$426.08
30	203100001010	2116	65TH ST E	SF	$2,135.39	$10,296.71	$0.00	$12,432.10		$4,000.00
31	203100004010	2148	65TH ST E	SF	$4,647.34	$10,296.71	$0.00	$14,944.04		$4,000.00
32*	203100004060	2168	65TH ST E	SF	$15,974.76	$51,483.55	$0.00	$67,458.30		$20,000.00
33	203100004080	2186	65TH ST E	SF	$21,030.08	$10,296.71	$0.00	$31,326.78		$4,000.00
34	203100003100	6538	BARBARA AVE E	SF	$2,204.29	$10,296.71	$0.00	$12,501.00		$4,000.00
35	203100004050	6554	BARBARA AVE E	SF	$1,794.41	$10,296.71	$0.00	$12,091.12		$4,000.00
36	203100004020	6572	BARBARA AVE E	SF	$1,891.32	$10,296.71	$0.00	$12,188.02		$4,000.00
37	203100004040	6580	BARBARA AVE E	SF	$1,743.28	$10,296.71	$0.00	$12,039.98		$4,000.00
38	203100004030	6604	BARBARA AVE E	SF	$1,655.27	$10,296.71	$0.00	$11,951.98		$4,000.00

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
39	201710001100	2075	67TH ST E	SF	$4,479.03	$10,296.71	$0.00	$14,775.74		$4,000.00
40	201710001090	2105	67TH ST E	SF	$2,045.27	$10,296.71	$0.00	$12,341.98		$4,000.00
41	201710001080	2125	67TH ST E	SF	$1,116.15	$10,296.71	$0.00	$11,412.86		$4,000.00
42	201710001070	2145	67TH ST E	SF	$1,150.35	$10,296.71	$0.00	$11,447.06		$4,000.00
43	201710001060	2165	67TH ST E	SF	$349.63	$10,296.71	$0.00	$10,646.34		$4,000.00
44	201710001050	2185	67TH ST E	SF	$1,267.11	$10,296.71	$0.00	$11,563.82		$4,000.00
45	201710001040	2195	67TH ST E	SF	$1,801.83	$10,296.71	$0.00	$12,098.54		$4,000.00
46	201710001030	2215	67TH ST E	SF	$2,227.74	$10,296.71	$0.00	$12,524.44		$4,000.00
47	201710001020	2235	67TH ST E	SF	$2,414.18	$10,296.71	$0.00	$12,710.88		$4,000.00
48	201710001010			CITY	$0.00	$2,582.30	$0.00	$2,582.30		$2,582.30
49	201710003080	6710	BABCOCK TRL E	SF	$1,771.37	$10,296.71	$0.00	$12,068.08		$4,000.00
50	201710003070	1990	67TH ST E	SF	$931.07	$10,296.71	$0.00	$11,227.78		$4,000.00
51	201710003060	2004	67TH ST E	SF	$726.37	$10,296.71	$0.00	$11,023.08		$4,000.00
52	201710003050	2020	67TH ST E	SF	$30.75	$10,296.71	$0.00	$10,327.46	$502.00	$3,498.00
53	201710003040	2044	67TH ST E	SF	$799.40	$10,296.71	$0.00	$11,096.10		$4,000.00
54	201710003030	2064	67TH ST E	SF	$1,994.20	$10,296.71	$0.00	$12,290.90	$502.00	$3,498.00
55	201710003020	2088	67TH ST E	SF	$5,691.36	$10,296.71	$0.00	$15,988.06		$4,000.00
56	201710003010	2106	67TH ST E	SF	$5,695.27	$10,296.71	$0.00	$15,991.98		$4,000.00
57	201710003101	6780	BABCOCK TRL E	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
58	201710003110	1995	68TH ST E	SF	$19.23	$0.00	$1,082.80	$1,102.02		$1,102.02
59	201710003120	2005	68TH ST E	SF	$1,760.82	$0.00	$1,082.80	$2,843.62		$2,843.62
60	201710003130	2021	68TH ST E	SF	$1,872.86	$0.00	$1,082.80	$2,955.66		$2,955.66
61	201710003140	2043	68TH ST E	SF	$1,977.39	$0.00	$1,082.80	$3,060.18		$3,060.18
62	201710003150	2065	68TH ST E	SF	$1,944.54	$0.00	$1,082.80	$3,027.34		$3,027.34
63	201710003160	2075	68TH ST E	SF	$3,890.31	$0.00	$1,082.80	$4,973.10		$4,000.00
64	201710003170	2105	68TH ST E	SF	$5,694.72	$0.00	$1,082.80	$6,777.52		$4,000.00
65	200040050014	2144	67TH ST E	SF	$2,623.83	$10,296.71	$0.00	$12,920.54		$4,000.00
66	200040050015	2150	67TH ST E	SF	$1,294.65	$10,296.71	$0.00	$11,591.36		$4,000.00
67	200040050012	2174	67TH ST E	SF	$878.73	$10,296.71	$0.00	$11,175.44		$4,000.00
68	200040050013	2190	67TH ST E	SF	$1,334.76	$10,296.71	$0.00	$11,631.46		$4,000.00

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PREPARED BY: JDS

DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
69	201710004030	2210	67TH ST E	SF	$2,190.60	$10,296.71	$0.00	$12,487.30		$4,000.00
70	201710004020	2228	67TH ST E	SF	$1,423.21	$10,296.71	$0.00	$11,719.92	$502.00	$3,498.00
71	201710004010			CITY	$0.00	$4,890.46	$0.00	$4,890.46		$4,890.46
72	201710004041	2167	68TH ST E	SF	$5,814.24	$10,296.71	$0.00	$16,110.94		$4,000.00
73	201710004042	2185	68TH ST E	SF	$1,177.38	$10,296.71	$0.00	$11,474.08		$4,000.00
74	200050079011			SF	$62.25	$0.00	$0.00	$62.24		$62.24
75	200040051011	2020	68TH ST E	SF	$1,821.54	$0.00	$1,082.80	$2,904.34		$2,904.34
76	204765001030	2080	68TH ST E	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
77	204765001020	2078	68TH ST E	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
78	204765001010	2108	68TH ST	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
79	201710005070	2150	68TH ST E	SF	$1,204.36	$10,296.71	$0.00	$11,501.06		$4,000.00
80	201710005060	2164	68TH ST E	SF	$1,305.46	$10,296.71	$0.00	$11,602.16		$4,000.00
81	201710005050	2182	68TH ST E	SF	$387.32	$10,296.71	$0.00	$10,684.02		$4,000.00
82	201710005040			CITY	$4.50	$1,692.20	$0.00	$1,696.70		$1,696.70
83	201416505001	6842	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505002	6844	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505017	6845	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505004	6846	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505018	6847	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505003	6848	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505019	6849	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505020	6851	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505021	6853	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505006	6854	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505022	6855	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505005	6856	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505023	6857	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505008	6858	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505024	6859	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505007	6860	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52

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DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
83	201416505025	6861	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505010	6862	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505026	6863	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505009	6864	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505027	6865	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505012	6866	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505028	6867	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505011	6868	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505029	6869	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505014	6870	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505030	6871	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505013	6872	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505031	6873	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505016	6874	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505032	6875	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505015	6876	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
84*	200040052020	6850	BLACKHAWK TRL	SF	$0.00	$20,593.42	$0.00	$20,593.42		$4,000.00
85	200040025030			STATE	$4,799.83	$0.00	$0.00	$4,799.82		$4,799.82
86	200040056013			CITY	$18,531.21	$122,860.49	$0.00	$141,391.70		$141,391.70
87	200040056012			STATE	$5,403.22	$120,965.22	$0.00	$126,368.44		$126,368.44
88	201420101010	6457	BLAINE AVE	MF	$1,049.71	$1,116.70	$0.00	$2,166.42		$2,166.42
89	201420101020	6465	BLAINE AVE E	MF	$1,031.83	$1,116.70	$0.00	$2,148.54		$2,148.54
90	201420101030	6471	BLAINE AVE E	MF	$1,023.57	$1,116.70	$0.00	$2,140.28		$2,140.28
91	201420101040	6479	BLAINE AVE	MF	$1,037.70	$1,116.70	$0.00	$2,154.40		$2,154.40
92	201420101050	6485	BLAINE AVE	MF	$1,052.75	$1,116.70	$0.00	$2,169.46		$2,169.46
93	201420101060	6493	BLAINE AVE	MF	$1,641.32	$1,116.70	$0.00	$2,758.02		$2,758.02
94	201420101070	6499	BLAINE AVE	MF	$2,340.97	$1,116.70	$0.00	$3,457.68		$3,457.68
95	201420003010	6503	BIXBY WAY	MF	$3,308.21	$1,116.70	$0.00	$4,424.92		$4,424.92
96	201420003020	6523	BIXBY WAY	MF	$2,608.75	$1,116.70	$0.00	$3,725.46		$3,725.46
97	201420003030	6543	BIXBY WAY	MF	$1,985.74	$1,116.70	$0.00	$3,102.44		$3,102.44

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Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
98	201420003040	6563	BIXBY WAY	MF	$1,350.86	$1,116.70	$0.00	$2,467.56		$2,467.56
99	201420003050	6583	BIXBY WAY	MF	$1,337.45	$1,116.70	$0.00	$2,454.16		$2,454.16
100	201420003060	6603	BIXBY WAY	MF	$1,373.14	$1,116.70	$0.00	$2,489.84		$2,489.84
101	201420003070	6623	BIXBY WAY	MF	$1,431.61	$1,116.70	$0.00	$2,548.32		$2,548.32
102	201420003080	6643	BIXBY WAY	MF	$1,493.36	$1,116.70	$0.00	$2,610.06		$2,610.06
103	201420003090	6653	BIXBY WAY	MF	$1,555.08	$1,116.70	$0.00	$2,671.78		$2,671.78
104	201420003100	6673	BIXBY WAY	MF	$1,619.23	$1,116.70	$0.00	$2,735.94		$2,735.94
105	201420003110	2464	BIXBY WAY	MF	$1,740.07	$1,116.70	$0.00	$2,856.78		$2,856.78
106	201420003120	2470	BIXBY WAY	MF	$2,021.34	$1,116.70	$0.00	$3,138.04		$3,138.04
107	201420003130	2476	BIXBY WAY	MF	$1,716.37	$1,116.70	$0.00	$2,833.08		$2,833.08
108	201420003140	2482	BIXBY WAY	MF	$1,658.29	$1,116.70	$0.00	$2,775.00		$2,775.00
109	201420003150	2488	BIXBY WAY	MF	$1,727.72	$1,116.70	$0.00	$2,844.42		$2,844.42
110	201420003160	2494	BIXBY WAY	MF	$2,907.25	$1,116.70	$0.00	$4,023.96		$4,023.96
111	201420002100	6678	BIXBY WAY	MF	$3,356.68	$1,116.70	$0.00	$4,473.38		$4,473.38
112	201420002090	6658	BIXBY WAY	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
113	201420002080	6648	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
114	201420002070	6628	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
115	201420002060	6608	BIXBY WAY	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
116	201420002050	6588	BIXBY WAY	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
117	201420002040	6568	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
118	201420002030	6548	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
119	201420002020	6528	BIXBY AVE	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
120	201420002010	6508	BIXBY AVE	MF	$3,834.23	$1,116.70	$0.00	$4,950.94		$4,950.94
121	208130001200	6497	BONNER CT N	SF	$2,505.61	$0.00	$0.00	$2,505.60		$0.00
122	208130001190	6497	BONNER CT N	SF	$2,103.87	$10,296.71	$0.00	$12,400.58		$5,000.00
123	208130001180	6493	BONNER CT	SF	$2,156.67	$10,296.71	$0.00	$12,453.38		$5,000.00
124	208130001170	6491	BONNER CT	SF	$2,528.17	$10,296.71	$0.00	$12,824.88		$5,000.00
125	208130001160	6489	BONNER CT	SF	$3,381.55	$10,296.71	$0.00	$13,678.26		$5,000.00
126	208130001150	6487	BONNER CT N	SF	$4,342.86	$10,296.71	$0.00	$14,639.56	$502.00	$4,498.00
127	204860202370	2512	UPPER 64TH CT E	SF	$2,264.88	$0.00	$0.00	$2,264.88		$2,264.88

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OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
128	204860202360	2530	UPPER 64TH CT E	SF	$272.65	$0.00	$0.00	$272.64		$272.64
129	208130001140	6485	BONNER CT N	SF	$1,297.80	$10,296.71	$0.00	$11,594.50	$502.00	$4,498.00
130	208130001130	6483	BONNER CT	SF	$1,018.51	$10,296.71	$0.00	$11,315.22	$502.00	$4,498.00
131	208130001120	6481	BONNER CT N	SF	$1,094.18	$10,296.71	$0.00	$11,390.88	$502.00	$4,498.00
132	208130001110	6479	BONNER CT N	SF	$1,166.09	$10,296.71	$0.00	$11,462.80	$502.00	$4,498.00
133	208130001100	6477	BONNER CT N	SF	$540.94	$10,296.71	$0.00	$10,837.64		$5,000.00
134	208130001090	6482	BONNER CT N	SF	$362.15	$10,296.71	$0.00	$10,658.86	$502.00	$4,498.00
135	208130001080	6484	BONNER CT	SF	$418.27	$10,296.71	$0.00	$10,714.98	$502.00	$4,498.00
136	208130001070	6486	BONNER CT	SF	$1,455.03	$10,296.71	$0.00	$11,751.74		$5,000.00
137	208130001060	6488	BONNER CT	SF	$4,737.39	$10,296.71	$0.00	$15,034.10		$5,000.00
138	208130001050	6490	BONNER CT	SF	$3,365.27	$10,296.71	$0.00	$13,661.98		$5,000.00
139	208130001041	6498	BONNER CT	SF	$5,646.63	$10,296.71	$0.00	$15,943.34		$5,000.00
140	208130001010	6494	BONNER CT	SF	$2,104.34	$10,296.71	$0.00	$12,401.04		$5,000.00
141	208130001020	6492	BONNER CT	SF	$3,262.88	$10,296.71	$0.00	$13,559.58		$5,000.00
142	208132501010	6499	BORDEAUX CT	SF	$262.19	$0.00	$1,082.80	$1,344.98		$1,344.98
143	208132501020	6497	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
144	208132501030	6495	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
145	208132501040	6491	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
146	208132501050	6492	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
147	208132501060	6494	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
148	208132501070	6496	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
149	208132501080	6498	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
150	208130002222	6501	BONNER CT	SF	$2,528.22	$10,296.71	$0.00	$12,824.92		$5,000.00
151	208130002211	6503	BONNER CT	SF	$2,114.24	$10,296.71	$0.00	$12,410.94		$5,000.00
152	208130002201	6505	BONNER CT	SF	$4,674.90	$10,296.71	$0.00	$14,971.60	$502.00	$4,498.00
153	208130002180	6509	BONNER CT S	SF	$2,942.20	$10,296.71	$0.00	$13,238.90	$502.00	$4,498.00
154	208130002170	6511	BONNER CT S	SF	$4,053.40	$10,296.71	$0.00	$14,350.10		$5,000.00
155	208130002161	6512	BONNER CT	SF	$5,053.57	$10,296.71	$0.00	$15,350.28		$5,000.00
156	208130002141	6510	BONNER CT	SF	$6,255.37	$10,296.71	$0.00	$16,552.08	$502.00	$4,498.00
157	208130002121	6508	BONNER CT	SF	$5,740.25	$10,296.71	$0.00	$16,036.96		$5,000.00

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PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
158	208130002100	6504	BONNER CT	SF	$2,388.18	$10,296.71	$0.00	$12,684.88	$502.00	$4,498.00
159	208130002090	6502	BONNER CT	SF	$3,184.23	$10,296.71	$0.00	$13,480.94	$502.00	$4,498.00
160/161	208130002081	2612	BORDEN WAY	SF	$4,753.67	$10,296.71	$0.00	$15,050.38		$5,000.00
162	208130002060	2620	BORDEN WAY	SF	$2,353.30	$0.00	$0.00	$2,353.30		$0.00
163	208130002050	2620	BORDEN WAY	SF	$2,353.30	$10,296.71	$0.00	$12,650.00	$502.00	$4,498.00
164/165	208130002041	2630	BORDEN WAY	SF	$4,706.65	$10,296.71	$0.00	$15,003.36	$502.00	$4,498.00
166	208130002021	2636	BORDEN WAY	SF	$4,916.40	$10,296.71	$0.00	$15,213.10		$5,000.00
167	208140101010	2525	67TH CT E	SF	$5,042.09	$10,296.71	$0.00	$15,338.80		$5,000.00
168	208140101020	2545	67TH CT E	SF	$4,609.62	$10,296.71	$0.00	$14,906.32		$5,000.00
169	208140101030	2565	67TH CT E	SF	$4,609.61	$10,296.71	$0.00	$14,906.32		$5,000.00
170	208140101040	2585	67TH CT E	SF	$10,377.39	$10,296.71	$0.00	$20,674.10	$502.00	$4,498.00
171	208140101050	2590	67TH CT E	SF	$6,352.85	$10,296.71	$0.00	$16,649.56	$502.00	$4,498.00
172	208140101060	2580	67TH CT E	SF	$623.99	$10,296.71	$0.00	$10,920.70		$5,000.00
173	208140101070	2560	67TH CT E	SF	$1,998.65	$10,296.71	$0.00	$12,295.36		$5,000.00
174	200040076012	6712	BLAINE AVE E	SF	$2,825.91	$10,296.71	$0.00	$13,122.62		$5,000.00
175	208130003020	2615	BORDEN WAY	SF	$4,302.20	$10,296.71	$0.00	$14,598.90		$5,000.00
176	208130003030	2623	BORDEN WAY	SF	$3,712.80	$10,296.71	$0.00	$14,009.50		$5,000.00
177	208130003040	2629	BORDEN WAY	SF	$3,712.78	$10,296.71	$0.00	$14,009.48		$5,000.00
178	208130003050	2641	BORDEN WAY	SF	$4,196.49	$10,296.71	$0.00	$14,493.20	$502.00	$4,498.00
179	208130003060	2677	BORDEN WAY	SF	$4,196.48	$10,296.71	$0.00	$14,493.18		$5,000.00
180	208130003070	2685	BORDEN WAY	SF	$3,712.81	$10,296.71	$0.00	$14,009.52		$5,000.00
181	208130003080	2689	BORDEN WAY	SF	$3,712.82	$10,296.71	$0.00	$14,009.52		$5,000.00
182	208130003010	2693	BORDEN WAY	SF	$4,302.20	$10,296.71	$0.00	$14,598.90		$5,000.00
183	208130004130	2644	BORDEN CT	SF	$4,450.29	$10,296.71	$0.00	$14,747.00		$5,000.00
184	208130004120	2648	BORDEN CT	SF	$3,948.16	$10,296.71	$0.00	$14,244.86		$5,000.00
185	208130004110	2652	BORDEN CT	SF	$1,950.40	$10,296.71	$0.00	$12,247.10		$5,000.00
186	208130004100	2656	BORDEN CT	SF	$1,334.74	$10,296.71	$0.00	$11,631.44		$5,000.00
187	208130004090	2660	BORDEN CT E	SF	$1,213.15	$10,296.71	$0.00	$11,509.86		$5,000.00
188	208130004080	2664	BORDEN CT	SF	$1,147.57	$10,296.71	$0.00	$11,444.28		$5,000.00
189	208130004070	2668	BORDEN CT	SF	$1,424.51	$10,296.71	$0.00	$11,721.22		$5,000.00

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PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
190	208130004060	2672	BORDEN CT	SF	$1,419.14	$10,296.71	$0.00	$11,715.84	$502.00	$4,498.00
191	208130004050	2676	BORDEN WAY E	SF	$0.00	$10,296.71	$0.00	$10,296.70		$5,000.00
192	208130004040	2680	BORDEN WAY	SF	$370.93	$10,296.71	$0.00	$10,667.64		$5,000.00
193	208130004030	2684	BORDEN WAY	SF	$750.63	$10,296.71	$0.00	$11,047.34		$5,000.00
194	208130004020	2688	BORDEN WAY	SF	$469.84	$10,296.71	$0.00	$10,766.54		$5,000.00
195	208130004010	2692	BORDEN WAY	SF	$75.32	$10,296.71	$0.00	$10,372.02		$5,000.00
196	200040075018			CITY	$0.00	$153,783.75	$0.00	$153,783.76		$153,783.76
197*	208140003010			SF	$92.81	$20,593.42	$0.00	$20,686.22		$10,000.00
198	207290001030	6291	CAHILL AVE	COMM	$2,417.59	$65,586.29	$0.00	$68,003.88		$68,003.88
199	207290001020	6307	BURNHAM CIR	COMM	$0.00	$57,128.67	$0.00	$57,128.68		$57,128.68
200	207290001010	6291	CAHILL AVE E	COMM	$0.00	$51,483.55	$0.00	$51,483.56		$12,500.00
201	208812001010	6485	CAHILL AVE	COMM	$0.00	$32,441.17	$0.00	$32,441.18		$32,441.18
202	208140001070	6505	CAHILL AVE E	COMM	$12,095.29	$33,302.50	$0.00	$45,397.80		$39,204.00
203	208140201010	2940	65TH ST E	COMM	$9,219.01	$25,383.00	$0.00	$34,602.02		$30,000.00
204	208140201020	2900	65TH ST E	COMM	$6,940.66	$19,110.01	$0.00	$26,050.68		$22,651.00
205	208140201030	2900	65TH ST E	COMM	$6,590.70	$26,782.45	$0.00	$33,373.14		$21,344.00
206	208140001010			COMM	$12,723.87	$54,043.79	$0.00	$66,767.66		$41,382.00
207	208140001020	2925	BUCKLEY WAY	COMM	$7,973.41	$24,574.13	$0.00	$32,547.54		$26,136.00
208	208140001030	2925	BUCKLEY WAY	COMM	$8,742.56	$25,383.00	$0.00	$34,125.56		$28,314.00
209	208140001040	2945	BUCKLEY WAY	COMM	$11,025.72	$25,383.00	$0.00	$36,408.72		$35,719.00
210	208140001060	6555	CAHILL AVE E	COMM	$7,247.19	$0.00	$0.00	$7,247.18		$7,247.18
211	208140001050	6575	CAHILL	COMM	$734.49	$10,457.80	$0.00	$11,192.30		$11,192.30
212	208140300020			COMM	$4,070.35	$88,530.83	$0.00	$92,601.18		$92,601.18
213	208140300010			COMM	$12,316.57	$46,325.67	$0.00	$58,642.24		$40,075.00
214	208140002033	2980	BUCKLEY WAY	COMM	$9,612.31	$27,379.80	$0.00	$36,992.12		$36,992.12
215	208140002032	6635	CAHILL	COMM	$1,558.74	$0.00	$0.00	$1,558.74		$1,558.74
216	208140002042	6655	CAHILL	COMM	$235.61	$0.00	$0.00	$235.60		$235.60
217	208140002043	6655	CAHILL	COMM	$2,536.83	$0.00	$0.00	$2,536.82		$2,536.82
218	208140002044	6665	CAHILL AVE E	COMM	$2,560.87	$0.00	$0.00	$2,560.86		$2,560.86
219	208140302101	6601	BUCKLEY CIR, UNIT 101	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62

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219	208140302102	6601	BUCKLEY CIR, UNIT 102	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302103	6601	BUCKLEY CIR, UNIT 103	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302104	6601	BUCKLEY CIR, UNIT 104	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302105	6601	BUCKLEY CIR, UNIT 105	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302106	6601	BUCKLEY CIR, UNIT 106	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302107	6601	BUCKLEY CIR, UNIT 107	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302108	6601	BUCKLEY CIR, UNIT 108	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302109	6601	BUCKLEY CIR, UNIT 109	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302110	6601	BUCKLEY CIR, UNIT 110	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302201	6625	BUCKLEY CIR, UNIT 201	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302202	6625	BUCKLEY CIR, UNIT 202	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302203	6625	BUCKLEY CIR, UNIT 203	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302204	6625	BUCKLEY CIR, UNIT 204	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302205	6625	BUCKLEY CIR, UNIT 205	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302206	6625	BUCKLEY CIR, UNIT 206	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302207	6625	BUCKLEY CIR, UNIT 207	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302208	6625	BUCKLEY CIR, UNIT 208	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302209	6625	BUCKLEY CIR, UNIT 209	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302210	6625	BUCKLEY CIR, UNIT 210	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302301	6655	BUCKLEY CIR, UNIT 301	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302302	6655	BUCKLEY CIR, UNIT 302	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302303	6655	BUCKLEY CIR, UNIT 303	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302304	6655	BUCKLEY CIR, UNIT 304	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302305	6655	BUCKLEY CIR, UNIT 305	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302306	6655	BUCKLEY CIR, UNIT 306	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302307	6655	BUCKLEY CIR, UNIT 307	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302308	6655	BUCKLEY CIR, UNIT 308	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302309	6655	BUCKLEY CIR, UNIT 309	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302310	6655	BUCKLEY CIR, UNIT 310	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302401	6701	BUCKLEY CIR, UNIT 401	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62

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DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
219	208140302402	6701	BUCKLEY CIR, UNIT 402	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302403	6701	BUCKLEY CIR, UNIT 403	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302404	6701	BUCKLEY CIR, UNIT 404	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302405	6701	BUCKLEY CIR, UNIT 405	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302406	6701	BUCKLEY CIR, UNIT 406	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302407	6701	BUCKLEY CIR, UNIT 407	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302408	6701	BUCKLEY CIR, UNIT 408	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302409	6701	BUCKLEY CIR, UNIT 409	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302410	6701	BUCKLEY CIR, UNIT 410	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
220	201550002001	6600	BUCKLEY CIR	SF	$2,883.66	$10,220.89	$0.00	$13,104.56		$2,500.00
221	201550002002	6610	BUCKLEY CIR	SF	$2,422.73	$10,220.89	$0.00	$12,643.62		$2,500.00
222	201550002003	6620	BUCKLEY CIR	SF	$2,883.66	$10,220.89	$0.00	$13,104.56		$2,500.00
223	201550002005	6630	BUCKLEY CIR	SF	$2,879.24	$10,220.89	$0.00	$13,100.14		$2,500.00
224	201550002006	6640	BUCKLEY CIR	SF	$2,883.58	$10,220.89	$0.00	$13,104.48		$2,500.00
225	201550101010	6650	BUCKLEY CIR	MF	$2,575.11	$969.63	$0.00	$3,544.74		$2,500.00
226	201550101020	6660	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
227	201550101030	6670	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
228	201550101040	6680	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
229	201550101050	6690	BUCKLEY CIR	MF	$2,597.22	$969.63	$0.00	$3,566.86		$2,500.00
230	201550101070	6700	BUCKLEY CIR	MF	$2,597.23	$969.63	$0.00	$3,566.86		$2,500.00
231	201550101080	6710	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
232	201550101090	6720	BUCKLEY CIR	MF	$2,157.01	$969.63	$0.00	$3,126.64		$2,500.00
233	201550101100	6730	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
234	201550101110	6740	BUCKLEY CIR	MF	$2,157.01	$969.63	$0.00	$3,126.64		$2,500.00
235	201550101120	6750	BUCKLEY CIR	MF	$2,592.10	$969.63	$0.00	$3,561.74		$2,500.00
236	200040078011			CITY	$1,709.63	$0.00	$0.00	$1,709.62		$1,709.62
237	208145001024	7561	CAHILL CT	SF	$0.00	$10,296.71	$0.00	$10,296.70		$5,000.00
238	208145001023	7565	CAHILL CT E	SF	$0.00	$20,593.42	$0.00	$20,593.42		$7,500.00
239	208145001022	7571	CAHILL CT	SF	$512.57	$10,296.71	$0.00	$10,809.28		$5,000.00
240	208145001030	7575	CAHILL CT E	SF	$488.83	$10,296.71	$0.00	$10,785.54	$502.00	$4,498.00

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
241	208145001040	7577	CAHILL CT	SF	$0.00	$10,296.71	$0.00	$10,296.70		$5,000.00
242	208145001050	7581	CAHILL CT	SF	$656.40	$10,296.71	$0.00	$10,953.10		$5,000.00
243	208145001060	7583	CAHILL CT	SF	$776.60	$10,296.71	$0.00	$11,073.30		$5,000.00
244	208145001070	7587	CAHILL CT	SF	$826.31	$10,296.71	$0.00	$11,123.02		$5,000.00
245	208145001080	7589	CAHILL CT	SF	$901.62	$10,296.71	$0.00	$11,198.34		$5,000.00
246	208145001090	7593	CAHILL CT E	SF	$584.78	$10,296.71	$0.00	$10,881.50	$502.00	$4,498.00
247	208145001100	7595	CAHILL CT	SF	$1,953.98	$10,296.71	$0.00	$12,250.70		$5,000.00
248	208145001110	7599	CAHILL CT	SF	$4,748.27	$10,296.71	$0.00	$15,044.98		$5,000.00
249	208145001120	7601	CAHILL CT	SF	$4,697.22	$10,296.71	$0.00	$14,993.94	$502.00	$4,498.00
250	208145001130	7605	CAHILL CT	SF	$5,595.99	$10,296.71	$0.00	$15,892.70		$5,000.00
251	208145001142	7607	CAHILL CT E	SF	$6,049.18	$10,296.71	$0.00	$16,345.90		$5,000.00
252	208145001151	7569	CAHILL AVE	SF	$9,391.53	$10,296.71	$0.00	$19,688.24		$5,000.00
253	200100051020	7653	CAHILL AVE E	SF	$405.36	$0.00	$0.00	$405.36		$405.36
254	200100051030	3075	UPPER 76TH ST E	SF	$3,495.84	$0.00	$0.00	$3,495.84		$3,495.84
255	200100051040	3085	UPPER 76TH ST E	SF	$2,894.84	$0.00	$0.00	$2,894.84		$2,894.84
256	200100051050	3097	UPPER 76TH ST E	SF	$2,804.30	$0.00	$0.00	$2,804.30		$2,804.30
257	200100051070	3080	UPPER 76TH ST E	SF	$233.54	$0.00	$0.00	$233.54		$233.54
258	200100051060	3090	UPPER 76TH ST	SF	$159.18	$0.00	$0.00	$159.18		$159.18
259	200040055012	6755	BLAINE AVE	SF	$1,145.61	$0.00	$0.00	$1,145.60		$1,145.60
260	200040055021	6775	BLAINE AVE	SF	$1,194.61	$0.00	$0.00	$1,194.60		$1,194.60
261	200040055032	6811	BLAINE AVE	SF	$1,175.83	$0.00	$0.00	$1,175.82		$1,175.82
263	201810005028	6795	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005027	6799	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005026	6801	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005031	6802	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005024	6803	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005025	6805	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005022	6807	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005030	6808	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005032	6810	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
263	201810005023	6811	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005021	6813	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005033	6814	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005035	6816	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005020	6817	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005018	6819	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005034	6820	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005019	6821	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005037	6822	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005036	6824	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005038	6826	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005017	6827	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005015	6829	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005039	6830	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005040	6832	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005014	6833	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005012	6835	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005054	6838	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005013	6839	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005010	6841	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005016	6823	BENTON CIR #16	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005029	6797	BENTON CIR UNIT 29	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005001	6827	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005051	6828	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005002	6829	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005003	6831	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005052	6832	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005005	6833	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005050	6834	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005049	6836	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
263	201810005047	6838	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005048	6840	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005045	6842	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005007	6845	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005046	6846	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005006	6847	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005043	6850	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005009	6851	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005041	6852	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005011	6853	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005042	6862	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005055	6863	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005056	6865	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005057	6867	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005058	6871	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005059	6873	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005060	6875	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005062	6877	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005061	6879	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005064	6881	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005063	6883	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005065	6885	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005066	6887	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005068	6889	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005067	6891	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005004	6837	BENTON WAY UNIT 4	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005053	6861	BENTON WAY UNIT 53	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005008	6849	BENTON WAY UNIT 8	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005044	6848	BENTON WY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
264	201810103015	6811	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 1
PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH APPRAISER CAPS (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment (Appraiser Caps)
264	201810103011	6901	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103009	6902	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103012	6903	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103010	6904	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103013	6905	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103008	6906	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103014	6907	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103007	6908	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103006	6910	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103016	6913	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103005	6914	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103017	6915	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103004	6916	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103003	6918	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103001	6920	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103002	6922	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
267	200040082010	6754	BLAINE AVE	SF	$71.62	$0.00	$0.00	$71.62		$71.62
268	200040082020	6780	BLAINE AVE	SF	$1,393.84	$0.00	$0.00	$1,393.84		$1,393.84
269	200040082030	6804	BLAINE AVE	SF	$1,351.75	$0.00	$0.00	$1,351.74		$1,351.74
270	200040082040	6824	BLAINE AVE	SF	$1,214.56	$0.00	$0.00	$1,214.56		$1,214.56
271	200040082056	6840	BLAINE AVE	SF	$1,155.34	$0.00	$0.00	$1,155.34		$1,155.34
272	200040082052	6854	BLAINE AVE	SF	$2,036.40	$0.00	$0.00	$2,036.40		$2,036.40
273	200040082054	6910	BLAINE AVE	SF	$1,717.56	$0.00	$0.00	$1,717.56		$1,717.56
274	200040082063	6941	BOOTH AVE	SF	$706.39	$0.00	$0.00	$706.38		$706.38
275	200040082057	6960	BLAINE AVE	SF	$786.47	$0.00	$0.00	$786.46		$786.46
				Total:	$699,502.25	$2,572,907.58	$28,287.36	$3,300,697.20	$12,550.00	$1,972,029.02

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
1	200050004020	6410	BABCOCK TRL E	SF	$1,054.08	$0.00	$0.00	$1,054.08		$1,054.08
2	200050004032	6422	BABCOCK TRL E	SF	$1,660.53	$0.00	$0.00	$1,660.52		$1,660.52
3	200050004031	6422	BABCOCK TRL E	SF	$731.23	$0.00	$0.00	$731.22		$731.22
4	200050004050	6444	BABCOCK TRL E	SF	$1,277.89	$0.00	$0.00	$1,277.88		$1,277.88
5	200050004060	6460	BABCOCK TRL E	SF	$10,646.13	$0.00	$0.00	$10,646.12		$4,000.00
6	200050004070	6465	BAILEY TRL	SF	$9,038.44	$0.00	$0.00	$9,038.44		$4,000.00
7	200050004080	6470	BAILEY TRL	SF	$3,656.59	$0.00	$0.00	$3,656.58		$3,656.58
11	206595101051	6491	BARCLAY AVE	SF	$2,744.69	$0.00	$0.00	$2,744.68		$2,744.68
17	203140001010	1965	65TH ST	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
18	203140001020	1985	65TH ST E	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
19	203100003090	2050	65TH ST E	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
20	203100003040	6553	BARBARA AVE E	SF	$999.07	$10,296.71	$0.00	$11,295.78		$4,000.00
21	203100003051	6579	BARBARA AVE E	SF	$1,121.33	$10,296.71	$0.00	$11,418.04		$4,000.00
22	203100003060	6585	BARBARA AVE E	SF	$1,581.07	$10,296.71	$0.00	$11,877.78		$4,000.00
23	203100003110	6605	BARBARA AVE E	SF	$1,463.52	$10,296.71	$0.00	$11,760.22		$4,000.00
24	201710002063	6620	BABCOCK TRL E	SF	$2,085.96	$0.00	$0.00	$2,085.96		$2,085.96
25	201710002061	1991	67TH ST E	SF	$1,852.55	$10,296.71	$0.00	$12,149.26	$502.00	$3,498.00
26	201710002043	2005	67TH ST E	SF	$1,956.95	$10,296.71	$0.00	$12,253.66		$4,000.00
27	201710002031	2023	67TH ST E	SF	$1,999.56	$10,296.71	$0.00	$12,296.26		$4,000.00
28	201710002020	2049	67TH ST E	SF	$3,364.96	$10,296.71	$0.00	$13,661.66		$4,000.00
29	203100003080	6538	BARBARA AVE E	SF	$426.09	$0.00	$0.00	$426.08		$426.08
30	203100001010	2116	65TH ST E	SF	$2,135.39	$10,296.71	$0.00	$12,432.10		$4,000.00
31	203100004010	2148	65TH ST E	SF	$4,647.34	$10,296.71	$0.00	$14,944.04		$4,000.00
32*	203100004060	2168	65TH ST E	SF	$15,974.76	$51,483.55	$0.00	$67,458.30		$20,000.00
33	203100004080	2186	65TH ST E	SF	$21,030.08	$10,296.71	$0.00	$31,326.78		$4,000.00
34	203100003100	6538	BARBARA AVE E	SF	$2,204.29	$10,296.71	$0.00	$12,501.00		$4,000.00
35	203100004050	6554	BARBARA AVE E	SF	$1,794.41	$10,296.71	$0.00	$12,091.12		$4,000.00
36	203100004020	6572	BARBARA AVE E	SF	$1,891.32	$10,296.71	$0.00	$12,188.02		$4,000.00
37	203100004040	6580	BARBARA AVE E	SF	$1,743.28	$10,296.71	$0.00	$12,039.98		$4,000.00
38	203100004030	6604	BARBARA AVE E	SF	$1,655.27	$10,296.71	$0.00	$11,951.98		$4,000.00

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OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
39	201710001100	2075	67TH ST E	SF	$4,479.03	$10,296.71	$0.00	$14,775.74		$4,000.00
40	201710001090	2105	67TH ST E	SF	$2,045.27	$10,296.71	$0.00	$12,341.98		$4,000.00
41	201710001080	2125	67TH ST E	SF	$1,116.15	$10,296.71	$0.00	$11,412.86		$4,000.00
42	201710001070	2145	67TH ST E	SF	$1,150.35	$10,296.71	$0.00	$11,447.06		$4,000.00
43	201710001060	2165	67TH ST E	SF	$349.63	$10,296.71	$0.00	$10,646.34		$4,000.00
44	201710001050	2185	67TH ST E	SF	$1,267.11	$10,296.71	$0.00	$11,563.82		$4,000.00
45	201710001040	2195	67TH ST E	SF	$1,801.83	$10,296.71	$0.00	$12,098.54		$4,000.00
46	201710001030	2215	67TH ST E	SF	$2,227.74	$10,296.71	$0.00	$12,524.44		$4,000.00
47	201710001020	2235	67TH ST E	SF	$2,414.18	$10,296.71	$0.00	$12,710.88		$4,000.00
48	201710001010			CITY	$0.00	$2,582.30	$0.00	$2,582.30		$2,582.30
49	201710003080	6710	BABCOCK TRL E	SF	$1,771.37	$10,296.71	$0.00	$12,068.08		$4,000.00
50	201710003070	1990	67TH ST E	SF	$931.07	$10,296.71	$0.00	$11,227.78		$4,000.00
51	201710003060	2004	67TH ST E	SF	$726.37	$10,296.71	$0.00	$11,023.08		$4,000.00
52	201710003050	2020	67TH ST E	SF	$30.75	$10,296.71	$0.00	$10,327.46	$502.00	$3,498.00
53	201710003040	2044	67TH ST E	SF	$799.40	$10,296.71	$0.00	$11,096.10		$4,000.00
54	201710003030	2064	67TH ST E	SF	$1,994.20	$10,296.71	$0.00	$12,290.90	$502.00	$3,498.00
55	201710003020	2088	67TH ST E	SF	$5,691.36	$10,296.71	$0.00	$15,988.06		$4,000.00
56	201710003010	2106	67TH ST E	SF	$5,695.27	$10,296.71	$0.00	$15,991.98		$4,000.00
57	201710003101	6780	BABCOCK TRL E	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
58	201710003110	1995	68TH ST E	SF	$19.23	$0.00	$1,082.80	$1,102.02		$1,102.02
59	201710003120	2005	68TH ST E	SF	$1,760.82	$0.00	$1,082.80	$2,843.62		$2,843.62
60	201710003130	2021	68TH ST E	SF	$1,872.86	$0.00	$1,082.80	$2,955.66		$2,955.66
61	201710003140	2043	68TH ST E	SF	$1,977.39	$0.00	$1,082.80	$3,060.18		$3,060.18
62	201710003150	2065	68TH ST E	SF	$1,944.54	$0.00	$1,082.80	$3,027.34		$3,027.34
63	201710003160	2075	68TH ST E	SF	$3,890.31	$0.00	$1,082.80	$4,973.10		$4,000.00
64	201710003170	2105	68TH ST E	SF	$5,694.72	$0.00	$1,082.80	$6,777.52		$4,000.00
65	200040050014	2144	67TH ST E	SF	$2,623.83	$10,296.71	$0.00	$12,920.54		$4,000.00
66	200040050015	2150	67TH ST E	SF	$1,294.65	$10,296.71	$0.00	$11,591.36		$4,000.00
67	200040050012	2174	67TH ST E	SF	$878.73	$10,296.71	$0.00	$11,175.44		$4,000.00
68	200040050013	2190	67TH ST E	SF	$1,334.76	$10,296.71	$0.00	$11,631.46		$4,000.00

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OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
69	201710004030	2210	67TH ST E	SF	$2,190.60	$10,296.71	$0.00	$12,487.30		$4,000.00
70	201710004020	2228	67TH ST E	SF	$1,423.21	$10,296.71	$0.00	$11,719.92	$502.00	$3,498.00
71	201710004010			CITY	$0.00	$4,890.46	$0.00	$4,890.46		$4,890.46
72	201710004041	2167	68TH ST E	SF	$5,814.24	$10,296.71	$0.00	$16,110.94		$4,000.00
73	201710004042	2185	68TH ST E	SF	$1,177.38	$10,296.71	$0.00	$11,474.08		$4,000.00
74	200050079011			SF	$62.25	$0.00	$0.00	$62.24		$62.24
75	200040051011	2020	68TH ST E	SF	$1,821.54	$0.00	$1,082.80	$2,904.34		$2,904.34
76	204765001030	2080	68TH ST E	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
77	204765001020	2078	68TH ST E	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
78	204765001010	2108	68TH ST	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
79	201710005070	2150	68TH ST E	SF	$1,204.36	$10,296.71	$0.00	$11,501.06		$4,000.00
80	201710005060	2164	68TH ST E	SF	$1,305.46	$10,296.71	$0.00	$11,602.16		$4,000.00
81	201710005050	2182	68TH ST E	SF	$387.32	$10,296.71	$0.00	$10,684.02		$4,000.00
82	201710005040			CITY	$4.50	$1,692.20	$0.00	$1,696.70		$1,696.70
83	201416505001	6842	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505002	6844	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505017	6845	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505004	6846	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505018	6847	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505003	6848	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505019	6849	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505020	6851	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505021	6853	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505006	6854	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505022	6855	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505005	6856	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505023	6857	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505008	6858	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505024	6859	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505007	6860	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52

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OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
83	201416505025	6861	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505010	6862	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505026	6863	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505009	6864	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505027	6865	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505012	6866	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505028	6867	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505011	6868	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505029	6869	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505014	6870	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505030	6871	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505013	6872	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505031	6873	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505016	6874	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505032	6875	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
83	201416505015	6876	BLACKHAWK TRL	MF	$0.00	$317.29	$207.23	$524.52		$524.52
84*	200040052020	6850	BLACKHAWK TRL	SF	$0.00	$20,593.42	$0.00	$20,593.42		$4,000.00
85	200040025030			STATE	$4,799.83	$0.00	$0.00	$4,799.82		$4,799.82
86	200040056013			CITY	$18,531.21	$122,860.49	$0.00	$141,391.70		$141,391.70
87	200040056012			STATE	$5,403.22	$120,965.22	$0.00	$126,368.44		$126,368.44
88	201420101010	6457	BLAINE AVE	MF	$1,049.71	$1,116.70	$0.00	$2,166.42		$2,166.42
89	201420101020	6465	BLAINE AVE E	MF	$1,031.83	$1,116.70	$0.00	$2,148.54		$2,148.54
90	201420101030	6471	BLAINE AVE E	MF	$1,023.57	$1,116.70	$0.00	$2,140.28		$2,140.28
91	201420101040	6479	BLAINE AVE	MF	$1,037.70	$1,116.70	$0.00	$2,154.40		$2,154.40
92	201420101050	6485	BLAINE AVE	MF	$1,052.75	$1,116.70	$0.00	$2,169.46		$2,169.46
93	201420101060	6493	BLAINE AVE	MF	$1,641.32	$1,116.70	$0.00	$2,758.02		$2,758.02
94	201420101070	6499	BLAINE AVE	MF	$2,340.97	$1,116.70	$0.00	$3,457.68		$3,457.68
95	201420003010	6503	BIXBY WAY	MF	$3,308.21	$1,116.70	$0.00	$4,424.92		$4,000.00
96	201420003020	6523	BIXBY WAY	MF	$2,608.75	$1,116.70	$0.00	$3,725.46		$3,725.46
97	201420003030	6543	BIXBY WAY	MF	$1,985.74	$1,116.70	$0.00	$3,102.44		$3,102.44

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98	201420003040	6563	BIXBY WAY	MF	$1,350.86	$1,116.70	$0.00	$2,467.56		$2,467.56
99	201420003050	6583	BIXBY WAY	MF	$1,337.45	$1,116.70	$0.00	$2,454.16		$2,454.16
100	201420003060	6603	BIXBY WAY	MF	$1,373.14	$1,116.70	$0.00	$2,489.84		$2,489.84
101	201420003070	6623	BIXBY WAY	MF	$1,431.61	$1,116.70	$0.00	$2,548.32		$2,548.32
102	201420003080	6643	BIXBY WAY	MF	$1,493.36	$1,116.70	$0.00	$2,610.06		$2,610.06
103	201420003090	6653	BIXBY WAY	MF	$1,555.08	$1,116.70	$0.00	$2,671.78		$2,671.78
104	201420003100	6673	BIXBY WAY	MF	$1,619.23	$1,116.70	$0.00	$2,735.94		$2,735.94
105	201420003110	2464	BIXBY WAY	MF	$1,740.07	$1,116.70	$0.00	$2,856.78		$2,856.78
106	201420003120	2470	BIXBY WAY	MF	$2,021.34	$1,116.70	$0.00	$3,138.04		$3,138.04
107	201420003130	2476	BIXBY WAY	MF	$1,716.37	$1,116.70	$0.00	$2,833.08		$2,833.08
108	201420003140	2482	BIXBY WAY	MF	$1,658.29	$1,116.70	$0.00	$2,775.00		$2,775.00
109	201420003150	2488	BIXBY WAY	MF	$1,727.72	$1,116.70	$0.00	$2,844.42		$2,844.42
110	201420003160	2494	BIXBY WAY	MF	$2,907.25	$1,116.70	$0.00	$4,023.96		$4,000.00
111	201420002100	6678	BIXBY WAY	MF	$3,356.68	$1,116.70	$0.00	$4,473.38		$4,000.00
112	201420002090	6658	BIXBY WAY	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
113	201420002080	6648	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
114	201420002070	6628	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
115	201420002060	6608	BIXBY WAY	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
116	201420002050	6588	BIXBY WAY	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
117	201420002040	6568	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
118	201420002030	6548	BIXBY WAY	MF	$2,522.72	$1,116.70	$0.00	$3,639.42		$3,639.42
119	201420002020	6528	BIXBY AVE	MF	$2,522.71	$1,116.70	$0.00	$3,639.42		$3,639.42
120	201420002010	6508	BIXBY AVE	MF	$3,834.23	$1,116.70	$0.00	$4,950.94		$4,000.00
121	208130001200	6497	BONNER CT N	SF	$2,505.61	$0.00	$0.00	$2,505.60		$0.00
122	208130001190	6497	BONNER CT N	SF	$2,103.87	$10,296.71	$0.00	$12,400.58		$4,000.00
123	208130001180	6493	BONNER CT	SF	$2,156.67	$10,296.71	$0.00	$12,453.38		$4,000.00
124	208130001170	6491	BONNER CT	SF	$2,528.17	$10,296.71	$0.00	$12,824.88		$4,000.00
125	208130001160	6489	BONNER CT	SF	$3,381.55	$10,296.71	$0.00	$13,678.26		$4,000.00
126	208130001150	6487	BONNER CT N	SF	$4,342.86	$10,296.71	$0.00	$14,639.56	$502.00	$3,498.00
127	204860202370	2512	UPPER 64TH CT E	SF	$2,264.88	$0.00	$0.00	$2,264.88		$2,264.88

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OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
128	204860202360	2530	UPPER 64TH CT E	SF	$272.65	$0.00	$0.00	$272.64		$272.64
129	208130001140	6485	BONNER CT N	SF	$1,297.80	$10,296.71	$0.00	$11,594.50	$502.00	$3,498.00
130	208130001130	6483	BONNER CT	SF	$1,018.51	$10,296.71	$0.00	$11,315.22	$502.00	$3,498.00
131	208130001120	6481	BONNER CT N	SF	$1,094.18	$10,296.71	$0.00	$11,390.88	$502.00	$3,498.00
132	208130001110	6479	BONNER CT N	SF	$1,166.09	$10,296.71	$0.00	$11,462.80	$502.00	$3,498.00
133	208130001100	6477	BONNER CT N	SF	$540.94	$10,296.71	$0.00	$10,837.64		$4,000.00
134	208130001090	6482	BONNER CT N	SF	$362.15	$10,296.71	$0.00	$10,658.86	$502.00	$3,498.00
135	208130001080	6484	BONNER CT	SF	$418.27	$10,296.71	$0.00	$10,714.98	$502.00	$3,498.00
136	208130001070	6486	BONNER CT	SF	$1,455.03	$10,296.71	$0.00	$11,751.74		$4,000.00
137	208130001060	6488	BONNER CT	SF	$4,737.39	$10,296.71	$0.00	$15,034.10		$4,000.00
138	208130001050	6490	BONNER CT	SF	$3,365.27	$10,296.71	$0.00	$13,661.98		$4,000.00
139	208130001041	6498	BONNER CT	SF	$5,646.63	$10,296.71	$0.00	$15,943.34		$4,000.00
140	208130001010	6494	BONNER CT	SF	$2,104.34	$10,296.71	$0.00	$12,401.04		$4,000.00
141	208130001020	6492	BONNER CT	SF	$3,262.88	$10,296.71	$0.00	$13,559.58		$4,000.00
142	208132501010	6499	BORDEAUX CT	SF	$262.19	$0.00	$1,082.80	$1,344.98		$1,344.98
143	208132501020	6497	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
144	208132501030	6495	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
145	208132501040	6491	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
146	208132501050	6492	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
147	208132501060	6494	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
148	208132501070	6496	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
149	208132501080	6498	BORDEAUX CT	SF	$0.00	$0.00	$1,082.80	$1,082.80		$1,082.80
150	208130002222	6501	BONNER CT	SF	$2,528.22	$10,296.71	$0.00	$12,824.92		$4,000.00
151	208130002211	6503	BONNER CT	SF	$2,114.24	$10,296.71	$0.00	$12,410.94		$4,000.00
152	208130002201	6505	BONNER CT	SF	$4,674.90	$10,296.71	$0.00	$14,971.60	$502.00	$3,498.00
153	208130002180	6509	BONNER CT S	SF	$2,942.20	$10,296.71	$0.00	$13,238.90	$502.00	$3,498.00
154	208130002170	6511	BONNER CT S	SF	$4,053.40	$10,296.71	$0.00	$14,350.10		$4,000.00
155	208130002161	6512	BONNER CT	SF	$5,053.57	$10,296.71	$0.00	$15,350.28		$4,000.00
156	208130002141	6510	BONNER CT	SF	$6,255.37	$10,296.71	$0.00	$16,552.08	$502.00	$3,498.00
157	208130002121	6508	BONNER CT	SF	$5,740.25	$10,296.71	$0.00	$16,036.96		$4,000.00

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OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
158	208130002100	6504	BONNER CT	SF	$2,388.18	$10,296.71	$0.00	$12,684.88	$502.00	$3,498.00
159	208130002090	6502	BONNER CT	SF	$3,184.23	$10,296.71	$0.00	$13,480.94	$502.00	$3,498.00
160/161	208130002081	2612	BORDEN WAY	SF	$4,753.67	$10,296.71	$0.00	$15,050.38		$4,000.00
162	208130002060	2620	BORDEN WAY	SF	$2,353.30	$0.00	$0.00	$2,353.30		$0.00
163	208130002050	2620	BORDEN WAY	SF	$2,353.30	$10,296.71	$0.00	$12,650.00	$502.00	$3,498.00
164/165	208130002041	2630	BORDEN WAY	SF	$4,706.65	$10,296.71	$0.00	$15,003.36	$502.00	$3,498.00
166	208130002021	2636	BORDEN WAY	SF	$4,916.40	$10,296.71	$0.00	$15,213.10		$4,000.00
167	208140101010	2525	67TH CT E	SF	$5,042.09	$10,296.71	$0.00	$15,338.80		$4,000.00
168	208140101020	2545	67TH CT E	SF	$4,609.62	$10,296.71	$0.00	$14,906.32		$4,000.00
169	208140101030	2565	67TH CT E	SF	$4,609.61	$10,296.71	$0.00	$14,906.32		$4,000.00
170	208140101040	2585	67TH CT E	SF	$10,377.39	$10,296.71	$0.00	$20,674.10	$502.00	$3,498.00
171	208140101050	2590	67TH CT E	SF	$6,352.85	$10,296.71	$0.00	$16,649.56	$502.00	$3,498.00
172	208140101060	2580	67TH CT E	SF	$623.99	$10,296.71	$0.00	$10,920.70		$4,000.00
173	208140101070	2560	67TH CT E	SF	$1,998.65	$10,296.71	$0.00	$12,295.36		$4,000.00
174	200040076012	6712	BLAINE AVE E	SF	$2,825.91	$10,296.71	$0.00	$13,122.62		$4,000.00
175	208130003020	2615	BORDEN WAY	SF	$4,302.20	$10,296.71	$0.00	$14,598.90		$4,000.00
176	208130003030	2623	BORDEN WAY	SF	$3,712.80	$10,296.71	$0.00	$14,009.50		$4,000.00
177	208130003040	2629	BORDEN WAY	SF	$3,712.78	$10,296.71	$0.00	$14,009.48		$4,000.00
178	208130003050	2641	BORDEN WAY	SF	$4,196.49	$10,296.71	$0.00	$14,493.20	$502.00	$3,498.00
179	208130003060	2677	BORDEN WAY	SF	$4,196.48	$10,296.71	$0.00	$14,493.18		$4,000.00
180	208130003070	2685	BORDEN WAY	SF	$3,712.81	$10,296.71	$0.00	$14,009.52		$4,000.00
181	208130003080	2689	BORDEN WAY	SF	$3,712.82	$10,296.71	$0.00	$14,009.52		$4,000.00
182	208130003010	2693	BORDEN WAY	SF	$4,302.20	$10,296.71	$0.00	$14,598.90		$4,000.00
183	208130004130	2644	BORDEN CT	SF	$4,450.29	$10,296.71	$0.00	$14,747.00		$4,000.00
184	208130004120	2648	BORDEN CT	SF	$3,948.16	$10,296.71	$0.00	$14,244.86		$4,000.00
185	208130004110	2652	BORDEN CT	SF	$1,950.40	$10,296.71	$0.00	$12,247.10		$4,000.00
186	208130004100	2656	BORDEN CT	SF	$1,334.74	$10,296.71	$0.00	$11,631.44		$4,000.00
187	208130004090	2660	BORDEN CT E	SF	$1,213.15	$10,296.71	$0.00	$11,509.86		$4,000.00
188	208130004080	2664	BORDEN CT	SF	$1,147.57	$10,296.71	$0.00	$11,444.28		$4,000.00
189	208130004070	2668	BORDEN CT	SF	$1,424.51	$10,296.71	$0.00	$11,721.22		$4,000.00

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OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
190	208130004060	2672	BORDEN CT	SF	$1,419.14	$10,296.71	$0.00	$11,715.84	$502.00	$3,498.00
191	208130004050	2676	BORDEN WAY E	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
192	208130004040	2680	BORDEN WAY	SF	$370.93	$10,296.71	$0.00	$10,667.64		$4,000.00
193	208130004030	2684	BORDEN WAY	SF	$750.63	$10,296.71	$0.00	$11,047.34		$4,000.00
194	208130004020	2688	BORDEN WAY	SF	$469.84	$10,296.71	$0.00	$10,766.54		$4,000.00
195	208130004010	2692	BORDEN WAY	SF	$75.32	$10,296.71	$0.00	$10,372.02		$4,000.00
196	200040075018			CITY	$0.00	$153,783.75	$0.00	$153,783.76		$153,783.76
197*	208140003010			SF	$92.81	$20,593.42	$0.00	$20,686.22		$8,000.00
198	207290001030	6291	CAHILL AVE	COMM	$2,417.59	$65,586.29	$0.00	$68,003.88		$68,003.88
199	207290001020	6307	BURNHAM CIR	COMM	$0.00	$57,128.67	$0.00	$57,128.68		$57,128.68
200	207290001010	6291	CAHILL AVE E	COMM	$0.00	$51,483.55	$0.00	$51,483.56		$10,000.00
201	208812001010	6485	CAHILL AVE	COMM	$0.00	$32,441.17	$0.00	$32,441.18		$32,441.18
202	208140001070	6505	CAHILL AVE E	COMM	$12,095.29	$33,302.50	$0.00	$45,397.80		$39,204.00
203	208140201010	2940	65TH ST E	COMM	$9,219.01	$25,383.00	$0.00	$34,602.02		$30,000.00
204	208140201020	2900	65TH ST E	COMM	$6,940.66	$19,110.01	$0.00	$26,050.68		$22,651.00
205	208140201030	2900	65TH ST E	COMM	$6,590.70	$26,782.45	$0.00	$33,373.14		$21,344.00
206	208140001010			COMM	$12,723.87	$54,043.79	$0.00	$66,767.66		$41,382.00
207	208140001020	2925	BUCKLEY WAY	COMM	$7,973.41	$24,574.13	$0.00	$32,547.54		$26,136.00
208	208140001030	2925	BUCKLEY WAY	COMM	$8,742.56	$25,383.00	$0.00	$34,125.56		$28,314.00
209	208140001040	2945	BUCKLEY WAY	COMM	$11,025.72	$25,383.00	$0.00	$36,408.72		$35,719.00
210	208140001060	6555	CAHILL AVE E	COMM	$7,247.19	$0.00	$0.00	$7,247.18		$7,247.18
211	208140001050	6575	CAHILL	COMM	$734.49	$10,457.80	$0.00	$11,192.30		$11,192.30
212	208140300020			COMM	$4,070.35	$88,530.83	$0.00	$92,601.18		$92,601.18
213	208140300010			COMM	$12,316.57	$46,325.67	$0.00	$58,642.24		$40,075.00
214	208140002033	2980	BUCKLEY WAY	COMM	$9,612.31	$27,379.80	$0.00	$36,992.12		$36,992.12
215	208140002032	6635	CAHILL	COMM	$1,558.74	$0.00	$0.00	$1,558.74		$1,558.74
216	208140002042	6655	CAHILL	COMM	$235.61	$0.00	$0.00	$235.60		$235.60
217	208140002043	6655	CAHILL	COMM	$2,536.83	$0.00	$0.00	$2,536.82		$2,536.82
218	208140002044	6665	CAHILL AVE E	COMM	$2,560.87	$0.00	$0.00	$2,560.86		$2,560.86
219	208140302101	6601	BUCKLEY CIR, UNIT 101	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62

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Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
219	208140302102	6601	BUCKLEY CIR, UNIT 102	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302103	6601	BUCKLEY CIR, UNIT 103	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302104	6601	BUCKLEY CIR, UNIT 104	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302105	6601	BUCKLEY CIR, UNIT 105	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302106	6601	BUCKLEY CIR, UNIT 106	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302107	6601	BUCKLEY CIR, UNIT 107	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302108	6601	BUCKLEY CIR, UNIT 108	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302109	6601	BUCKLEY CIR, UNIT 109	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302110	6601	BUCKLEY CIR, UNIT 110	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302201	6625	BUCKLEY CIR, UNIT 201	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302202	6625	BUCKLEY CIR, UNIT 202	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302203	6625	BUCKLEY CIR, UNIT 203	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302204	6625	BUCKLEY CIR, UNIT 204	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302205	6625	BUCKLEY CIR, UNIT 205	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302206	6625	BUCKLEY CIR, UNIT 206	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302207	6625	BUCKLEY CIR, UNIT 207	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302208	6625	BUCKLEY CIR, UNIT 208	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302209	6625	BUCKLEY CIR, UNIT 209	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302210	6625	BUCKLEY CIR, UNIT 210	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302301	6655	BUCKLEY CIR, UNIT 301	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302302	6655	BUCKLEY CIR, UNIT 302	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302303	6655	BUCKLEY CIR, UNIT 303	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302304	6655	BUCKLEY CIR, UNIT 304	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302305	6655	BUCKLEY CIR, UNIT 305	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302306	6655	BUCKLEY CIR, UNIT 306	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302307	6655	BUCKLEY CIR, UNIT 307	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302308	6655	BUCKLEY CIR, UNIT 308	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302309	6655	BUCKLEY CIR, UNIT 309	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302310	6655	BUCKLEY CIR, UNIT 310	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302401	6701	BUCKLEY CIR, UNIT 401	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62

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Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
219	208140302402	6701	BUCKLEY CIR, UNIT 402	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302403	6701	BUCKLEY CIR, UNIT 403	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302404	6701	BUCKLEY CIR, UNIT 404	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302405	6701	BUCKLEY CIR, UNIT 405	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302406	6701	BUCKLEY CIR, UNIT 406	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302407	6701	BUCKLEY CIR, UNIT 407	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302408	6701	BUCKLEY CIR, UNIT 408	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302409	6701	BUCKLEY CIR, UNIT 409	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
219	208140302410	6701	BUCKLEY CIR, UNIT 410	MF	$380.02	$1,607.59	$0.00	$1,987.62		$1,987.62
220	201550002001	6600	BUCKLEY CIR	SF	$2,883.66	$10,220.89	$0.00	$13,104.56		$2,500.00
221	201550002002	6610	BUCKLEY CIR	SF	$2,422.73	$10,220.89	$0.00	$12,643.62		$2,500.00
222	201550002003	6620	BUCKLEY CIR	SF	$2,883.66	$10,220.89	$0.00	$13,104.56		$2,500.00
223	201550002005	6630	BUCKLEY CIR	SF	$2,879.24	$10,220.89	$0.00	$13,100.14		$2,500.00
224	201550002006	6640	BUCKLEY CIR	SF	$2,883.58	$10,220.89	$0.00	$13,104.48		$2,500.00
225	201550101010	6650	BUCKLEY CIR	MF	$2,575.11	$969.63	$0.00	$3,544.74		$2,500.00
226	201550101020	6660	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
227	201550101030	6670	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
228	201550101040	6680	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
229	201550101050	6690	BUCKLEY CIR	MF	$2,597.22	$969.63	$0.00	$3,566.86		$2,500.00
230	201550101070	6700	BUCKLEY CIR	MF	$2,597.23	$969.63	$0.00	$3,566.86		$2,500.00
231	201550101080	6710	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
232	201550101090	6720	BUCKLEY CIR	MF	$2,157.01	$969.63	$0.00	$3,126.64		$2,500.00
233	201550101100	6730	BUCKLEY CIR	MF	$2,157.02	$969.63	$0.00	$3,126.66		$2,500.00
234	201550101110	6740	BUCKLEY CIR	MF	$2,157.01	$969.63	$0.00	$3,126.64		$2,500.00
235	201550101120	6750	BUCKLEY CIR	MF	$2,592.10	$969.63	$0.00	$3,561.74		$2,500.00
236	200040078011			CITY	$1,709.63	$0.00	$0.00	$1,709.62		$1,709.62
237	208145001024	7561	CAHILL CT	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
238	208145001023	7565	CAHILL CT E	SF	$0.00	$20,593.42	$0.00	$20,593.42		$6,000.00
239	208145001022	7571	CAHILL CT	SF	$512.57	$10,296.71	$0.00	$10,809.28		$4,000.00
240	208145001030	7575	CAHILL CT E	SF	$488.83	$10,296.71	$0.00	$10,785.54	$502.00	$3,498.00

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Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
241	208145001040	7577	CAHILL CT	SF	$0.00	$10,296.71	$0.00	$10,296.70		$4,000.00
242	208145001050	7581	CAHILL CT	SF	$656.40	$10,296.71	$0.00	$10,953.10		$4,000.00
243	208145001060	7583	CAHILL CT	SF	$776.60	$10,296.71	$0.00	$11,073.30		$4,000.00
244	208145001070	7587	CAHILL CT	SF	$826.31	$10,296.71	$0.00	$11,123.02		$4,000.00
245	208145001080	7589	CAHILL CT	SF	$901.62	$10,296.71	$0.00	$11,198.34		$4,000.00
246	208145001090	7593	CAHILL CT E	SF	$584.78	$10,296.71	$0.00	$10,881.50	$502.00	$3,498.00
247	208145001100	7595	CAHILL CT	SF	$1,953.98	$10,296.71	$0.00	$12,250.70		$4,000.00
248	208145001110	7599	CAHILL CT	SF	$4,748.27	$10,296.71	$0.00	$15,044.98		$4,000.00
249	208145001120	7601	CAHILL CT	SF	$4,697.22	$10,296.71	$0.00	$14,993.94	$502.00	$3,498.00
250	208145001130	7605	CAHILL CT	SF	$5,595.99	$10,296.71	$0.00	$15,892.70		$4,000.00
251	208145001142	7607	CAHILL CT E	SF	$6,049.18	$10,296.71	$0.00	$16,345.90		$4,000.00
252	208145001151	7569	CAHILL AVE	SF	$9,391.53	$10,296.71	$0.00	$19,688.24		$4,000.00
253	200100051020	7653	CAHILL AVE E	SF	$405.36	$0.00	$0.00	$405.36		$405.36
254	200100051030	3075	UPPER 76TH ST E	SF	$3,495.84	$0.00	$0.00	$3,495.84		$3,495.84
255	200100051040	3085	UPPER 76TH ST E	SF	$2,894.84	$0.00	$0.00	$2,894.84		$2,894.84
256	200100051050	3097	UPPER 76TH ST E	SF	$2,804.30	$0.00	$0.00	$2,804.30		$2,804.30
257	200100051070	3080	UPPER 76TH ST E	SF	$233.54	$0.00	$0.00	$233.54		$233.54
258	200100051060	3090	UPPER 76TH ST	SF	$159.18	$0.00	$0.00	$159.18		$159.18
259	200040055012	6755	BLAINE AVE	SF	$1,145.61	$0.00	$0.00	$1,145.60		$1,145.60
260	200040055021	6775	BLAINE AVE	SF	$1,194.61	$0.00	$0.00	$1,194.60		$1,194.60
261	200040055032	6811	BLAINE AVE	SF	$1,175.83	$0.00	$0.00	$1,175.82		$1,175.82
263	201810005028	6795	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005027	6799	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005026	6801	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005031	6802	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005024	6803	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005025	6805	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005022	6807	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005030	6808	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005032	6810	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
263	201810005023	6811	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005021	6813	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005033	6814	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005035	6816	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005020	6817	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005018	6819	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005034	6820	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005019	6821	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005037	6822	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005036	6824	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005038	6826	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005017	6827	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005015	6829	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005039	6830	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005040	6832	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005014	6833	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005012	6835	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005054	6838	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005013	6839	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005010	6841	BENTON CIR	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005016	6823	BENTON CIR #16	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005029	6797	BENTON CIR UNIT 29	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005001	6827	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005051	6828	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005002	6829	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005003	6831	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005052	6832	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005005	6833	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005050	6834	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005049	6836	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28

*Three properties have potential to develop additional lots in the future as follows:
Parcel 32 (4 additional lots), Parcel 84 (1 additional lot) and Parcel 197 (1 additional lot).

PREPARED BY: JDS

DATE: 7/22/14

OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
263	201810005047	6838	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005048	6840	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005045	6842	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005007	6845	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005046	6846	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005006	6847	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005043	6850	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005009	6851	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005041	6852	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005011	6853	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005042	6862	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005055	6863	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005056	6865	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005057	6867	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005058	6871	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005059	6873	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005060	6875	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005062	6877	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005061	6879	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005064	6881	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005063	6883	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005065	6885	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005066	6887	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005068	6889	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005067	6891	BENTON WAY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005004	6837	BENTON WAY UNIT 4	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005053	6861	BENTON WAY UNIT 53	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005008	6849	BENTON WAY UNIT 8	MF	$34.28	$0.00	$0.00	$34.28		$34.28
263	201810005044	6848	BENTON WY	MF	$34.28	$0.00	$0.00	$34.28		$34.28
264	201810103015	6811	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84

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DATE: 7/22/14

OPTION 2

PROJECT 2012-09D - FINAL ASSESSMENT ROLL WITH OPTIONAL $4,000 CAP FOR SINGLE FAMILY HOMES (BY MAP NO.)

Map No.	Current PID	House No.	Street	Property Type	Total Drainage Assessment	Total Reconstruction Assessment	Total Mill and Overlay Assessment	Per-Policy Total Assessment	Driveway Credit	Proposed Final Assessment ($4,000 SF Cap)
264	201810103011	6901	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103009	6902	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103012	6903	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103010	6904	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103013	6905	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103008	6906	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103014	6907	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103007	6908	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103006	6910	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103016	6913	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103005	6914	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103017	6915	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103004	6916	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103003	6918	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103001	6920	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
264	201810103002	6922	BENTON WAY	MF	$49.84	$0.00	$0.00	$49.84		$49.84
267	200040082010	6754	BLAINE AVE	SF	$71.62	$0.00	$0.00	$71.62		$71.62
268	200040082020	6780	BLAINE AVE	SF	$1,393.84	$0.00	$0.00	$1,393.84		$1,393.84
269	200040082030	6804	BLAINE AVE	SF	$1,351.75	$0.00	$0.00	$1,351.74		$1,351.74
270	200040082040	6824	BLAINE AVE	SF	$1,214.56	$0.00	$0.00	$1,214.56		$1,214.56
271	200040082056	6840	BLAINE AVE	SF	$1,155.34	$0.00	$0.00	$1,155.34		$1,155.34
272	200040082052	6854	BLAINE AVE	SF	$2,036.40	$0.00	$0.00	$2,036.40		$2,036.40
273	200040082054	6910	BLAINE AVE	SF	$1,717.56	$0.00	$0.00	$1,717.56		$1,717.56
274	200040082063	6941	BOOTH AVE	SF	$706.39	$0.00	$0.00	$706.38		$706.38
275	200040082057	6960	BLAINE AVE	SF	$786.47	$0.00	$0.00	$786.46		$786.46
				Total:	$699,502.25	$2,572,907.58	$28,287.36	$3,300,697.20	$12,550.00	$1,888,155.82

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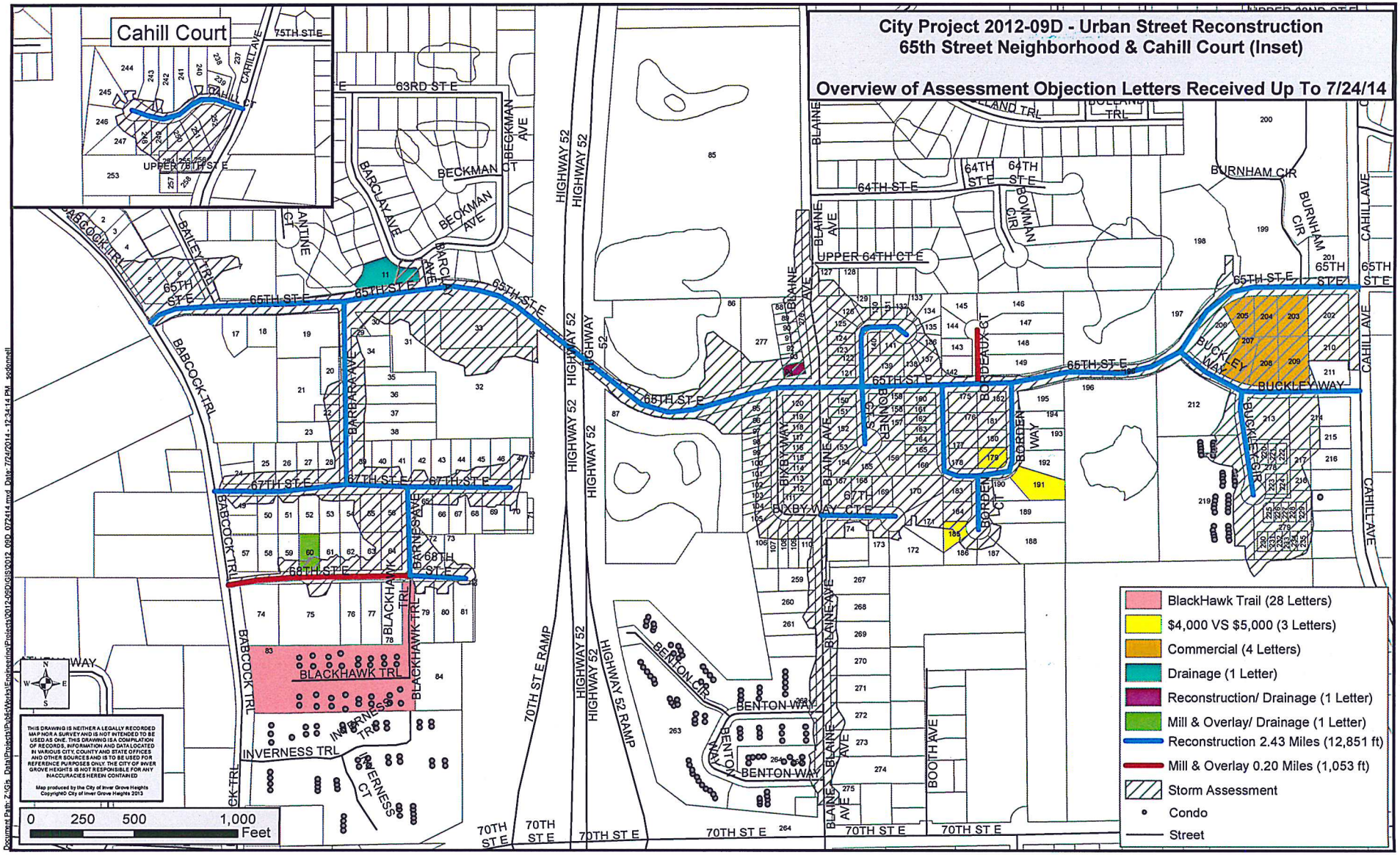
ASSESSMENT OBJECTIONS

City Project 2012-09D - Urban Street Reconstruction
65th Street Neighborhood & Cahill Court (Inset)

Overview of Assessment Objection Letters Received Up To 7/24/14



1

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Sharon O'Hara; Road Assessment:
PID No 2014165050005

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Sharon O'Hara

Sharon O'Hara

6856 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 455-7622

2

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Mark & Terri Bougie ; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Mark Bougie Terri Bougie

Mark Bougie Terri Bougie

6842 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 552-8710

3

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Cletus & Pat Gatzke; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Cletus Gatzke

Pat Gatzke

Cletus J Gatzke

Pat Gatzke

6846 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 451-1409

4

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Robert & Sharon Branvold; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Robert Branvold

Robert Branvold

Sharon Branvold

Sharon Branvold

6873 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 451-0162

5

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Robert & Lorraine Inserra; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Robert Inserra Lorraine Inserra

Robert Inserra Lorraine Inserra

6875 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 554-1207

6

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Gordon & Sandra Johnson; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Gordon Johnson
Gordon Johnson

Sandra Johnson
Sandra Johnson

6869 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 769-4950

7

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Fred Schreiber; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Fred Schreiber

Fred Schreiber

6845 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 455-4281

8

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Judy Fox; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Judy Fox

Judy Fox

6851 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 226-8815

9

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Betty Reynolds; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Furthermore, the residents of Blackhawk Trail are senior citizens. Their signatures on the attached documents reflect their displeasure with the assessment charged to them.

Sincerely;

Betty Reynolds

Betty Reynolds
6847 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: [651] 554-7751

10

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Carol Draper; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Carol Draper

Carol Draper

6855 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 455-4288

11

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Ellen Baierl; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Ellen Baierl

Ellen A. Baierl

6857 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 554-1740

12

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Diane Corey; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Diane Corey

Diane Corey

6861 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 457-8964

13

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: John & Marion Bergstrom; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

John Bergstrom
John Bergstrom

Marion Bergstrom
Marion Bergstrom

6865 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 453-1779

14

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Jan Barton; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Jan Barton

6863 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 451-9746

15

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Sue Eck; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Sue Eck

Sue Eck

6867 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 631-0144

16

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: John Costa; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

John Costa

6862 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 455-6374

17

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Jim & Mary Power; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Jim Power

Mary Power

Jim Power

Mary Brosten

6864 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 324-3414

18

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Carol Kube; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Carol Kube

Carol Kube

6866 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 450-7376

19

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Judy Turk; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Judy Turk

Judy Turk

6848 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 343-8027

20

RECEIVED
JUL 1 / 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Mary Dianne Kubes; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Mary Dianne Kubes

Mary Dianne Kubes

6876 Blackhawk Trail
Inver Grove Heights, Mn. 55077

20141650501 5

21

RECEIVED
JUL 1 / 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Joe Todora; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Joe Todora

Joe Todora

6874 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 450-8294

22

RECEIVED
JUL 1 / 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Richard & Mary Wallace; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Richard Wallace Mary Wallace

Richard Wallace Mary Wallace

6870 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 455-7838

23

RECEIVED
JUL 1 / 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: John & Jane Hunkins; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

John Hunkins

Jane Hunkins

6872 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 457-8949

24

RECEIVED
JUL 1 / 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Jody Hencier; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Jody Hencier

Jody Hencier

6860 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 434-4302

25

RECEIVED
JUL 1 / 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Bob & Marlys Lange; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Bob Lange

Marlys Lange

6858 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 451-7813

26

RECEIVED
JUL 1 / 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Carole Wallace; Road Assessment:

Mr. Mayor;
I have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

I am appealing the assessment as I feel it is unfair as the work done did not impact my property nor increase the value.

Carole Wallace

Carole A. Wallace

6854 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 454-7732

27

RECEIVED
JUL 17 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

July 9, 2014

Re: Dave & Norma Mannin; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Dave Mannin

David K. Mannin

Norma Mannin

Norma Mannin

6849 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 730-8799

28

RECEIVED
JUL 1 ' 2014

July 9, 2014

Mayor George Tourville,
8515 Cooper Way E.
Inver Grove Heights, Mn. 55076
Ph: {651} 455-4465

Re: Clarence & Mary Andel; Road Assessment:

Mr. Mayor;
We have received the assessment notice for City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court.

We are appealing the assessment as we feel it is unfair as the work done did not impact our property nor increase the value.

Clarence Andel Mary Andel

Clarence Andel Mary Andel

6865 Blackhawk Trail
Inver Grove Heights, Mn. 55077
Ph: {651} 453-1779

Scanned

2012-090

RECEIVED
JUL 8 2014

CLARENCE AND MARY ANDEL

PROPERTY ID #201416505002

IN REGARD TO YOUR ASSESSMENT LETTER WE RECEIVED IN THE MAIL. WE DO NOT AGREE TO YOUR LARGE ASSESSMENT FOR MANY REASONS.

FOR ONE THING WE UNDERSTAND THAT YOU ARE ASSESSING US ON A COMMERCIAL RATE. WHERE DO WE HAVE ANY SIMILARITY TO A COMMERCIAL PROPERTY. WE ARE NOT A BUSINESS AND ARE NOT MAKING ANY MONEY SO WHERE DO YOU COME UP WITH THIS COMPARISON.

ANOTHER UNFAIR PRACTICE. WE ARE PAYING THE SAME TAXES AS ALL OUR NEIGHBORS WHO LIVE IN A SINGLE DWELLING . THEY RECEIVE SNOW REMOVAL AND HELP PAYING FOR THEIR STREETS. WE HAVE PRIVATE STREETS AND RECEIVE NO SNOW REMOVAL AND NO HELP FIXING OR REPLACING OUR STREETS. IF WE HAVE TO PAY THIS KIND OF MONEY TO JUST USE ONE BLOCK OF 68TH ST ARE YOU GOING TO HELP PAY FOR OURS?

YOU SAY YOU HAVE A MILITARY DISCOUNT. I HAVE A 60% VA MILITARY DISABILITY.

WE ALSO WOULD LIKE TO KNOW HOW YOU FEEL YOU CAN ASSESS US BECAUSE YOU HAVE TO PROVE THAT THE VALUE OF OUR PROPERTY WENT UP. THE ONLY REASON OUR VALUE WOULD OF GONE UP IS BECAUSE THE HOUSING MARKET IS GOING UP. THAT STREET HAS NOTHING TO DO WITH HOW MUCH WE WILL GET FOR OUR HOUSE IF WE SELL IT.

I REALLY DO NOT KNOW HOW YOU CAN ASSESS OUR HOMEOWNERS EACH$524.52. WITH 32 UNITS IN OUR ASSOCIATION THAT ADDS UP TO $16,784.64. SOUNDS A LITTLE OUTRAGIOUS TO ME.

CLARENCE ANDEL Clarence Andel

MARY ANDEL Mary Andel

6844 BLACKHAWK TRAIL

INVER GROVE HEIGHTS, MN 55077

29

7/21/2014

Dear Mr. Kaldunski and City Council members,

I am writing to you regarding the assessment on our property at 2652 Borden Court-PID No. 208130004110. My wife and I will be unable to attend the assessment hearing on July, 28th, 2014. We do however want to express our concerns as to how the assessment is being applied. After attending the informational meeting on July 8th we learned that older homes west of 52 will be assessed $4000.00 and newer homes east of 52 will be assessed $5000.00. We oppose the rational of the appraiser that our house is worth more with the same curb and gutter than those on the west side of 52. Research has shown that the total curb and gutter cost is the same regardless of neighborhood you place them in, so it would seem most rational that all houses irrespective of independent home value should be assessed the same amount for road updating and repair. Please consider our request, along with the many others we have spoken with, before making your final decision. We do appreciate the hard work and effort that goes into your jobs and sincerely hope that you can value the hard work we put into caring for and financing our homes!! Thank you for listening.

Sincerely,

Dan and Ginger Schneider

Daniel and Virginia Schneider

2652 Borden Court
Inver Grove Heights, Mn. 55076
PID No. 208130004110.

July 20, 2014

RECEIVED
JUL 22 2014
30

2677 Borden Way
Inver Grove Heights, MN 55076

Mayor Tourville and City Council Members
City of Inver Grove Heights, MN
8150 Barbara Ave.
Inver Grove Heights, MN 55076

RE: appraisal analysis and assessment cap for City of Inver Grove Heights project 2012-09D – 2012, Pavement Management Program for 65th Street

Mayor Tourville and City Council Members:

I object to the discrepancy between the $5000 assessment cap amount that was set for single family homes on the East side of Blaine Avenue, and the $4000 cap that was set for single family homes on the West side of Blaine.

At the public meeting on July 8, 2014, we were told that these cap amounts were based on property appraisals that were representative of homes in the area. However, the city's tax rolls show less than 5% variation in average property value between the two neighborhoods. The East side homeowners are being assessed 25% more than the West side homeowners.

Please consider one of these alternative methods of setting a more consistent cap amount:

(1) Set the same cap amount for all single family homes involved in this project – perhaps $4500 to split the difference; or

(2) Set variable caps that are more closely in line with the average property values, such as $4600 for the single family homes East of Blaine and $4400 for the single family homes West of Blaine.

By my calculations, caps of $4590 and $4370, respectively, would most closely reflect the 5% variation in property values while collecting the same total amount from the individual property owners.

Thank you for your consideration.

Sincerely,

Brian Balk

Brian Balk

31

Peter and Joanne Villard
2676 Borden Way
Inver Grove Heights, MN 55076

July 22, 2014
Mayor Tourville and City Council Members
City of Inver Grove Heights, MN
8150 Barbara Ave.
Inver Grove Heights, MN 55076

RE: The appraisal analysis and recommended assessment cap amount for the City of Inver Grove Height's project 2012-09D - 2012 Pavement Management Program for 65th Street Neighborhood

Mayor Tourville and City Council Members,

A Benefit Analysis Report (BAR) was prepared and provided to the City by an independent appraiser. The BAR recommends an assessment cap amount of $5,000.00 for single family homes in the project area on the east side of Hwy 52 and a $4,000.00 assessment cap amount for single family homes in the project area on the west side of Hwy 52. The $1,000.00 cap difference represents a 25% higher assessment cap for the single family residential property owners located on the east side of Hwy 52. Where we recognize and appreciate the cap and the associated reduction in assessed amount for all parties, we contest and object to the 25 percent disparity between the east and west assessment cap proposed by the Benefit Analysis Report. Our objections are based on the following factors;

At the public meeting on July 8, 2014, we were informed that the proposed cap amounts were based on property appraisals that were representative of the homes in the area. In a cursory review of the Benefit Analysis Report, it is noted that the single family residential portion of the report was based on only a few home sales dated from 2009 through 2011. Also, the home sale comparables used in the BAR were based on home sales that were located outside of the 65th Street project area; none were inside the project area. We contend that the location of the comparables, the outdated comparable home sales and the low number of homes in the report, do not conclusively establish the proper added values to the properties in the project area.

The BAR suggests that the value added is justified based on a couple of comparables where the agreement by the parties to pay the assessments at the time of closing of sale of the properties, constitutes an acceptance of perceived value and that the agreed upon assessment responsibility was a bases for the added value. In our opinion this makes little sense because paying the assessment costs at closing is a bank pre-requisite in closing of the transaction and cannot be construed as an acceptable value increase of the property.

APPROVED FOR PAYMENT
JUL 3 2 2014
BY
CODE

Also, a few of the properties in the comparables were priced way under the market at the time, so the purchasing party agreeing to pay the assessments had little to do with accepting or acknowledging added value to the properties. Additionally, the fact that only one of the comparables was an arms length transaction helps to strengthen our conclusion that the BAR is incomplete and it is not reflective of the added values. Furthermore, the BAR summary of homes in the price range of $150,000.00 to $200,000.00 on the west properties verses the $180,000.00 to $250,000.00 for properties on the east for the value added benefits are general, vague and unspecific, once again rendering the values established in the BAR to be ineffective and unreliable.

To provide a more accurate basses for establishing the added value associated with the properties in the project area, we request that the council considers revising the appraisal values by using the County property tax assessment record for establishing the property values and added benefits. Although there have been some improvements in the residential market since the project's assessment time frame, using the current property value assessments seems to give a more reasonable, holistic, and accurate bases for determining the property values and the subsequent benefit(s).

Attached please find a copy of an Excel spread sheet showing the County's current property value appraisal information for the properties in the 65th Street project area. Note that there are 71 properties in the group east of Hwy 52 with an average assessed value of $185,632.00, and 71 properties in the group west of Hwy 52 with an average assessed value of $178,174.00. This establishes a difference in the average cost between the east and west properties to be $7,458.00 or a difference of about 4.18 percent. When comparing this 4.18 percent of the real property value differences to the 25 percent added value disparity reflected in the BAR, it becomes evident, that the values contained in the BAR do not accurately depict a fair determination of the property value and the associated benefits.

When we compare our home value to the home values on the west side of Hwy 52, we noted that 19 of the 71 homes on the west side of Hwy 52, or 26.7 percent, are apprised for more money than our house that is located on the east side of Hwy 52. It makes little sense that our household is paying $1,000.00 more in added benefit/value cost, than more than one quarter of the houses on the west side of Hwy 52 who's homes are appraised at a higher value then our house on the east side of Hwy 52. Taking this into account, one can only reasonably conclude that there remains little justification for our home's assessed value to be capped 25 percent higher than the properties on the west side of the freeway.

Another objection that we have with the capped assessment amount disparity has to deal with the surface water drainage portion of the project. Many of our neighbors have been assessed hundreds, even thousands, of dollars for their portion of the surface water drainage work. Our property has no assessments for the surface water drainage work because our property does not drain to the project area.

Our Property receives no benefit or added value from the drainage work but yet we're assessed the same cap amount as our neighbors who have been assessed for the surface water drainage portion of the project. By paying the same cap as those who have properties that contribute to the surface water drainage project, we are, in essence, being unfairly assessed for a service that we are not using or contributing to.

In conclusion, based on the inconsistencies of the BAR and the actual property value stated above, our request is for the City Council to lower our assessment cap down to $4,000.00, matching the assessment cap for the properties on the west side of Hwy 52. If the assessment caps cannot be distributed equally between the east and west properties at the $4,000.00 level, we would request that the council reconsiders the disparity between the added value assessment cap and revise the difference in our assessment cap to be in line with the 4.18 percent difference in the property values supported by the county tax evaluations in lieu of the current 25 percent random disparity proposed by the BAR.

In addition to requesting that our assessment cap to be lowered to be in line with the actual property values and added benefits, we request that the Council considers an additional credit or other reduction to the assessment cap for our property that does not contributed, utilize or benefit from the storm water drainage portion of the project.

Thank you for your considerations

Peter and Joanne Villard

EAST of Hwy 52

owner	address	property id	2012 value	2012 tax value	taxes	assessment	
Wulfing	2692 Borden Way	20-81300-04-010	$ 252,400.00	$ 237,876.00	$ 3,142.76	$ 10,372.02	
Kane	2688 Borden Way	20-81300-04-020	$ 216,500.00	$ 198,745.00	$ 2,635.38	$ 10,766.54	
Rengert	2684 Borden Way	20-81300-04-030	$ 246,500.00	$ 231,445.00	$ 3,058.76	$ 11,047.34	
Kaldun	2680 Borden Way	20-81300-04-040	$ 262,800.00	$ 249,212.00	$ 3,289.12	$ 10,667.64	
Villard	2676 Borden Way	20-81300-04-050	$ 223,300.00	$ 206,157.00	$ 2,732.32	$ 10,296.70	
Lenz	2672 Borden CT	20-31300-04-060	$ 280,100.00	$ 268,069.00	$ 3,533.74	$ 11,715.84	
Popa	2668 Borden CT	20-31300-04-070	$ 332,200.00	$ 324,858.00	$ 4,269.12	$ 11,721.22	
Kuntz	2664 Borden CT	20-81300-04-080	$ 303,200.00	$ 293,248.00	$ 3,858.86	$ 11,444.28	
Stefani	2660 Borden CT	20-81300-04-090	$ 273,900.00	$ 261,311.00	$ 3,445.76	$ 11,509.86	
Lange	2656 Borden Ct	20-81300-04-100	$ 230,400.00	$ 213,896.00	$ 2,832.08	$ 11,631.44	
Schneider	2652 Borden CT	20-81300-04-110	$ 224,100.00	$ 207,029.00	$ 2,742.76	$ 12,247.10	
Walker	2658 Borden CT	20-81300-04-120	$ 237,900.00	$ 222,071.00	$ 2,938.20	$ 14,244.86	
Davidson	2644 Borden CT	20-81300-04-130	$ 193,400.00	$ 173,566.00	$ 2,310.26	$ 14,747.00	
Bircher	2636 Borden Way	20-81300-02-021	$ 204,600.00	$ 185,774.00	$ 2,468.24	$ 15,213.10	
Rodriguez	2630 Borden Way	20-81300-02-041	$ 216,400.00	$ 198,636.00	$ 2,634.06	$ 15,003.36	
Moe	2620 Borden Way	20-81300-02-050	$ 187,600.00	$ 173,043.00	$ 2,292.84	$ 12,650.00	
Moe	2620 Borden Way	20-81300-02-060	$ 34,600.00	$ 31,915.00	$ 422.86	$ 2,353.30	
Fetzer	2612 Borden Way	20-81300-02-081	$ 208,000.00	$ 187,645.00	$ 2,888.00	$ 15,050.38	zillow
Gierok	2615 Borden Way	20-81300-03-020	$ 214,400.00	$ 196,456.00	$ 2,606.74	$ 14,598.90	
Hunt	2623 Borden Way	20-81300-03-030	$ 225,400.00	$ 208,446.00	$ 2,760.94	$ 14,009.50	
Dunbar	2629 Borden Way	20-81300-03-040	$ 203,200.00	$ 184,248.00	$ 2,447.64	$ 14,009.48	
Heijerman	2641 Borden Way	20-81300-03-050	$ 218,300.00	$ 200,707.00	$ 2,661.20	$ 14,493.20	
Balk	2677 Borden Way	20-81300-03-060	$ 251,500.00	$ 236,895.00	$ 3,129.86	$ 14,493.18	
Labat	2685 Borden Way	20-81300-03-070	$ 228,700.00	$ 212,043.00	$ 2,807.58	$ 14,009.52	
Reich	2689 Borden Way	20-81300-03-080	$ 207,200.00	$ 188,608.00	$ 2,504.56	$ 14,009.52	
Carlson	2693 Borden Way	20-81300-03-010	$ 199,300.00	$ 179,997.00	$ 2,393.18	$ 14,598.90	
Urness	6498 Bordeaux CT	20-81325-01-080	$ 301,800.00	$ 291,722.00	$ 3,839.36	$ 1,082.80	
Mesa	6496 Bordeaux CT	20-81325-01-070	$ 261,000.00	$ 247,250.00	$ 3,264.44	$ 1,082.80	
Martinez	6494 Bordeaux CT	20-81325-01-060	$ 237,500.00	$ 221,635.00	$ 2,931.82	$ 1,082.80	
Lone	6492 Bordeaux CT	20-81325-01-050	$ 253,200.00	$ 238,748.00	$ 3,153.24	$ 1,082.80	
Hoffman	6491 Bordeaux CT	20-81325-01-040	$ 264,200.00	$ 250,738.00	$ 3,308.60	$ 1,082.80	
Wallerich	6495 Bordeaux CT	20-81325-01-030	$ 249,400.00	$ 234,606.00	$ 3,100.06	$ 1,082.80	
DauffenBach	6497 Bordeaux CT	20-81325-01-020	$ 283,600.00	$ 271,884.00	$ 3,582.90	$ 1,082.80	

EAST

Sontoya	6499 Bordeaux CT	20-81325-01-010	$	231,600.00	$	215,204.00	$	3,848.94	$	1,344.98
Garber	6498 Bonner CT	20-81300-01-041	$	220,000.00	$	202,560.00	$	2,685.72	$	15,943.34
Bungert	6498 Bonner CT	20-81300-01-010	$	130,900.00	$	105,441.00	$	1,427.42	$	12,401.04
Moman	6492 Bonner CT	20-81300-01-020	$	136,800.00	$	111,872.00	$	1,511.46	$	13,559.58
Inman	6490 Bonner CT	20-81300-01-050	$	131,500.00	$	106,095.00	$	1,436.44	$	13,661.98
Nybert	6488 Bonner CT	20-81300-01-060	$	118,000.00	$	91,380.00	$	1,246.08	$	15,034.10
Severson	6486 Bonner CT	20-81300-01-070	$	151,000.00	$	127,350.00	$	1,712.10	$	11,751.74
Clarke	6484 Bonner CT	20-81300-01-080	$	148,300.00	$	124,407.00	$	1,673.34	$	10,714.98
Drkula	6482 Bonner CT	20-81300-01-090	$	153,400.00	$	129,966.00	$	1,745.76	$	10,658.86
Drkula	6477 Bonner CT	20-81300-01-100	$	139,300.00	$	139,300.00	$	1,824.66	$	10,837.64
Perry	6479 Bonner CT	20-81300-01-110	$	138,200.00	$	113,398.00	$	1,530.92	$	11,462.80
Gooden	6481 Bonner CT	20-81300-01-120	$	138,100.00	$	113,289.00	$	1,529.62	$	11,390.88
Segelstrom	6483 Bonner CT	20-81300-01-130	$	141,100.00	$	116,559.00	$	1,572.26	$	11,315.22
Mahowald	6485 Bonner CT	20-81300-01-140	$	135,600.00	$	110,564.00	$	1,494.62	$	11,594.50
Lowrie	6487 Bonner CT	20-81300-01-150	$	135,400.00	$	110,346.00	$	1,490.84	$	14,639.56
Walton	6489 Bonner CT	20-81300-01-160	$	139,600.00	$	114,924.00	$	1,550.36	$	13,678.26
Steen	6491 Bonner CT	20-81300-01-170	$	131,800.00	$	106,422.00	$	1,440.32	$	12,824.88
Stanonik	6493 Bonner CT	20-81300-01-180	$	135,700.00	$	110,673.00	$	1,495.88	$	12,453.38
Mcmahon	6497 Bonner CT	20-81300-01-190	$	207,600.00	$	194,285.00	$	2,569.50	$	12,400.58
Mcmahon	6497 Bonner CT	20-81300-01-200	$	34,000.00	$	31,819.00	$	420.62	$	2,505.60
Lieberman	6502 Bonner CT	20-81300-02-090	$	113,300.00	$	133,300.00	$	1,746.02	$	13,480.94
Dorsch	6504 Bonner CT	20-81300-02-100	$	126,000.00	$	100,100.00	$	1,358.70	$	12,684.88
Foerster	6508 Bonner CT	20-81300-02-121	$	248,000.00	$	233,080.00	$	3,080.62	$	16,036.96
Moland	6510 Bonner CT	20-81300-02-141	$	232,200.00	$	215,858.00	$	2,857.92	$	16,552.08
Leyde	6512 Bonner CT	20-81300-02-161	$	257,900.00	$	243,871.00	$	3,220.40	$	15,350.28
Berda	6511 Bonner CT	20-81300-02-170	$	159,400.00	$	136,506.00	$	1,830.00	$	14,350.10
Stone	6509 Bonner CT	20-81300-02-180	$	143,000.00	$	118,620.00	$	1,598.28	$	13,238.90
Hartlaub	6505 Bonner CT	20-81300-02-201	$	207,500.00	$	188,935.00	$	2,508.44	$	14,971.60
Duncanson	6503 Bonner CT	20-81300-02-211	$	149,100.00	$	149,100.00	$	1,953.02	$	12,410.94
Duncanson	6501 Bonner CT	20-81300-02-222	$	149,100.00	$	149,100.00	$	1,953.02	$	12,824.92
Rios	2525 67th CT	20-81401-01-010	$	238,700.00	$	222,943.00	$	2,948.68	$	15,338.80
Odonnell	2545 67th CT	20-81401-01-020	$	265,200.00	$	251,828.00	$	3,322.82	$	14,906.32
Mankowski	2565 67th CT	20-81401-01-030	$	245,400.00	$	230,246.00	$	3,043.16	$	14,906.32
Haugen	2585 67th CT	20-81401-01-040	$	272,300.00	$	259,567.00	$	3,423.68	$	20,674.10

EAST

Guggisberg	2590 67th CT	20-81401-01-050	$	290,900.00	$	279,841.00	$	3,685.38	$	16,649.56
Frankot	2580 67th CT	20-81401-01-060	$	269,700.00	$	256,733.00	$	3,386.26	$	10,920.70
Bohmert	2560 67th CT	20-81401-01-070	$	244,000.00	$	228,720.00	$	3,023.70	$	12,295.36
Stambaugh	6712 Blaine Ave	20-00400-76-012	$	152,900.00	$	129,421.00	$	1,738.12	$	13,122.62
Willard	6499 Blaine Ave	20-14201-01-070	$	174,700.00	$	153,183.00	$	2,046.16	$	3,457.68
Krey	6508 Bixby Way	20-14200-02-010	$	185,600.00	$	165,064.00	$	2,200.20	$	4,950.94
Cisneros	6503 Bixby Way	20-14200-03-010	$	205,200.00	$	186,428.00	$	2,476.06	$	4,424.92
Average			$	202,089.19	$	185,632.12	$	2,481.01	$	11,327.12

EAST
PG 3 of 3

WEST of Hwy 52

owner	address	property id	2012 value	2012 tax value	taxes	assessment
Bintliff	6474 Beckman Ave	20-65951-03-040	$ 216,200.00	$ 198,418.00	$ 2,631.44	$ -
Olson	6476 Beckman Ave	20-65951-03-030	$ 220,500.00	$ 203,105.00	$ 2,692.28	$ -
Leafgren	6478 Beckman Ave	20-65951-03-020	$ 234,300.00	$ 213,147.00	$ 2,886.56	$ -
Mcrae	6480 Beckman Ave	20-65951-03-010	$ 226,600.00	$ 209,754.00	$ 2,779.94	$ -
Nelson	2186 65th ST	20-31000-04-080	$ 213,900.00	$ 213,900.00	$ 2,801.80	$ 31,326.78
Mcmanus	2168 65th ST	20-31000-04-060	$ 378,000.00	$ 374,780.00	$ 4,915.22	$ 67,458.30
Smith	2148 65th ST	20-31000-04-010	$ 256,400.00	$ 242,236.00	$ 3,198.54	$ 14,944.04
Wolfe	2116 65th ST	20-31000-01-010	$ 130,100.00	$ 104,569.00	$ 1,416.92	$ 12,432.10
Wennerberg	6491 Barclay Ave	20-65951-01-051	$ 243,200.00	$ 227,848.00	$ 3,013.18	$ 2,744.68
Dust	6430 Ballantine CT	20-65951-01-030	$ 290,300.00	$ 279,187.00	$ 3,677.46	$ -
Glenn	6440 Ballantine CT	20-65951-01-020	$ 378,500.00	$ 375,877.00	$ 4,928.50	$ -
Glenn	6440 Ballantine CT	20-65951-01-010	$ 5,700.00	$ 5,661.00	$ 74.70	$ -
Larsen	6470 Bailey Trl	20-00500-04-080	$ 217,600.00	$ 199,944.00	$ 2,650.92	$ 3,656.58
Tiedman	6465 Bailey Trl	20-00500-04-070	$ 161,600.00	$ 138,904.00	$ 1,861.06	$ 9,038.44
Bermawy	6460 Babcock Trl	20-00500-04-060	$ 168,900.00	$ 146,861.00	$ 1,964.54	$ 10,646.12
Gullickson	6538 Babcock Trl	20-00500-76-011	$ 287,300.00	$ 275,917.00	$ 3,634.84	$ -
Gullickson	1965 65th ST	20-31400-01-010	$ 212,800.00	$ 194,712.00	$ 2,583.50	$ 10,296.70
Laundry	1985 65th ST	20-31400-01-020	$ 227,200.00	$ 210,408.00	$ 2,786.78	$ 10,296.70
Larson	2050 65th ST	20-31000-03-090	$ 171,700.00	$ 149,913.00	$ 2,003.52	$ 10,296.70
Rettinger	6538 Barbara	20-31000-03-080	$ 1,200.00	$ 1,088.00	$ 14.62	$ 426.08
Rettinger	6538 Barbara	20-31000-03-100	$ 201,700.00	$ 182,833.00	$ 2,429.12	$ 12,501.00
Gotham	6553 Barbara	20-31000-03-040	$ 195,600.00	$ 195,600.00	$ 2,562.10	$ 11,295.78
Rhoades	6554 Barbara	20-31000-04-050	$ 175,500.00	$ 154,055.00	$ 2,057.78	$ 12,091.12
Peterson	6572 Barbara	20-31000-04-020	$ 173,400.00	$ 151,766.00	$ 2,028.00	$ 12,188.02
Weis	6579 Barbara	20-31000-03-051	$ 236,900.00	$ 220,981.00	$ 2,923.98	$ 11,418.04
Mcinerny	6585 Barbara	20-31000-03-060	$ 199,700.00	$ 180,433.00	$ 2,398.42	$ 11,877.78
Gallagher	6580 Barbara	20-31000-04-040	$ 195,400.00	$ 175,746.00	$ 2,337.60	$ 12,039.98
Thiesen	6604 Barbara	20-31000-04-030	$ 155,800.00	$ 132,582.00	$ 1,779.48	$ 11,951.98
Stock	6605 Barbara	20-31000-03-110	$ 183,800.00	$ 159,723.00	$ 2,130.38	$ 11,760.22
Leclair	2049 67th	20-17100-02-020	$ 201,700.00	$ 182,613.00	$ 2,426.84	$ 13,661.66
Simacek	2023 67th	20-17100-02-031	$ 164,000.00	$ 141,520.00	$ 1,894.82	$ 12,296.26
Waldhauser	2005 67th	20-17100-02-043	$ 183,700.00	$ 162,993.00	$ 2,173.04	$ 12,253.66
Bade	1991 67th	20-17100-02-061	$ 201,000.00	$ 181,850.00	$ 2,417.66	$ 12,149.26

WEST

Fed Nat Mortgage	6620 Babcock	20-17100-02-063	$ 172,200.00	$ 150,458.00	$ 2,011.60	$ 2,085.96
Tste	6710 Babcock	20-17100-03-080	$ 212,400.00	$ 194,276.00	$ 2,578.30	$ 12,068.08
Bisch	1990 67th	20-17100-03-070	$ 178,600.00	$ 157,434.00	$ 2,100.64	$ 11,227.78
Kordosky	2004 67th	20-17100-03-060	$ 153,900.00	$ 130,511.00	$ 1,752.34	$ 11,023.08
Murray	2020 67th	20-17100-03-050	$ 174,000.00	$ 152,420.00	$ 2,035.90	$ 10,327.46
Leslie	2044 67th	20-17100-03-040	$ 164,700.00	$ 142,283.00	$ 1,905.04	$ 11,096.10
Haas	2064 67th	20-17100-03-030	$ 176,200.00	$ 154,818.00	$ 2,066.96	$ 12,290.90
Waldhauser	2088 67th	20-17100-03-020	$ 170,100.00	$ 148,169.00	$ 1,981.44	$ 15,988.06
Lessard	2106 67th	20-17100-03-010	$ 160,100.00	$ 137,269.00	$ 1,840.30	$ 15,991.98
Stielow	2144 67th	20-00400-50-014	$ 167,700.00	$ 145,553.00	$ 1,947.72	$ 12,920.54
Myrlie	2150 67th	20-00400-50-015	$ 176,400.00	$ 155,036.00	$ 2,069.54	$ 22,592.36
Miller	2174 67th	20-00400-50-012	$ 177,300.00	$ 156,017.00	$ 2,082.46	$ 11,175.44
Neimeyer	2190 67th	20-00400-50-013	$ 207,100.00	$ 188,499.00	$ 2,503.20	$ 11,631.46
Boser	2210 67th	20-17100-04-030	$ 211,800.00	$ 193,622.00	$ 2,569.32	$ 12,487.30
Barrett	2228 67th	20-17100-04-020	$ 285,400.00	$ 273,846.00	$ 3,607.68	$ 11,719.92
Runge	2235 67th	20-17100-01-020	$ 161,600.00	$ 138,904.00	$ 1,861.06	$ 12,710.88
Sarette	2215 67th	20-17100-01-030	$ 173,000.00	$ 151,330.00	$ 2,021.64	$ 12,524.44
Rivera	2195 67th	20-17100-01-040	$ 173,700.00	$ 152,093.00	$ 2,031.94	$ 12,098.54
Mason	2185 67th	20-17100-01-050	$ 242,400.00	$ 226,976.00	$ 3,001.66	$ 11,563.82
Burkhart	2165 67th	20-17100-01-060	$ 223,600.00	$ 206,484.00	$ 2,765.28	$ 10,646.34
Kretman	2145 67th	20-17100-01-070	$ 197,000.00	$ 177,490.00	$ 2,360.80	$ 11,447.06
Tetreault	2125 67th	20-17100-01-080	$ 185,500.00	$ 164,955.00	$ 2,198.88	$ 11,412.86
Kulik	2105 67th	20-17100-01-090	$ 182,500.00	$ 161,685.00	$ 2,156.26	$ 12,341.98
Radant	2075 67th	20-17100-01-100	$ 206,000.00	$ 187,300.00	$ 2,487.70	$ 14,775.74
Teuber	2105 68th	20-17100-03-170	$ 215,500.00	$ 197,655.00	$ 2,622.24	$ 6,777.52
Mason	2075 68th	20-17100-03-160	$ 177,200.00	$ 155,908.00	$ 2,081.20	$ 4,973.10
Goff	2065 68th	20-17100-03-150	$ 176,900.00	$ 155,581.00	$ 2,077.26	$ 3,027.34
Wells	2043 68th	20-17100-03-140	$ 169,200.00	$ 147,188.00	$ 1,968.48	$ 3,060.18
Viring	2021 68th	20-17100-03-130	$ 175,100.00	$ 153,619.00	$ 1,691.22	$ 2,955.66
Mccloud	2005 68th	20-17100-03-120	$ 179,100.00	$ 157,979.00	$ 2,108.32	$ 2,843.62
Ohman	1995 68th	20-17100-03-110	$ 168,800.00	$ 146,752.00	$ 1,963.28	$ 1,102.02
Baars	6780 Babcock	20-17100-03-101	$ 247,100.00	$ 232,099.00	$ 3,067.70	$ 1,082.80
Fard	1620 Atwater Path	20-00500-79-011	$ 8,100.00	$ 8,100.00	$ 128.66	$ 62.24
Maser	2020 68th	20-00400-51-011	$ 230,200.00	$ 213,678.00	$ 2,829.46	$ 2,904.34

WGST

Angelique	2080 68th	20-47650-01-030	$ 220,000.00	$ 202,560.00	$ 2,685.72	$ 1,082.80
Carney	2078 68th	20-47650-01-020	$ 264,100.00	$ 250,629.00	$ 3,307.28	$ 1,082.80
Husnik	2108 68th	20-47650-01-010	$ 203,100.00	$ 184,139.00	$ 2,446.34	$ 1,082.80
Huntington	2160 68th	20-17100-05-070	$ 175,200.00	$ 153,728.00	$ 2,052.72	$ 11,501.06
Svitak	2164 68th	20-17100-05-060	$ 229,800.00	$ 213,242.00	$ 2,823.06	$ 11,602.16
Lorena	2182 68th	20-17100-05-050	$ 214,900.00	$ 197,001.00	$ 2,613.26	$ 10,684.02
Pellman	2185 68th	20-17100-04-042	$ 224,600.00	$ 207,574.00	$ 2,750.46	$ 11,474.08
Erickson	2167 68th	20-17100-04-041	$ 171,100.00	$ 149,259.00	$ 1,995.64	$ 16,110.94
Average			$ 195,912.00	$ 178,173.91	$ 2,363.01	$ 9,714.74

WEST

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RECEIVED
JUL 24 2014

July 24, 2014

City of Inver Grove Heights Mayor and City Council

8150 Barbara Avenue

Inver Grove Heights MN 55077

Re- City Project 2012-09D

We are the property owners of Inver Grove Chiropractic located at 2940 65thStreet East. Our land is described as PID No. 208140201010. We are objecting to and would like to appeal the special assessment of $34,602.02 for the following reasons:

1. In 1999 our property was commercially appraised by GJS Appraising for $300,000.00.
2. On June 16, 2014 Metzen Realty inspected our property and their Market Analysis put a value of$300,000.00 on our property.
3. According to Minnesota Statue 429 Special Assessment Benefit Test must show that the property being assessed has increased by at least the amount of the assessment of $34,602.02.
4. Since our property has not been shown to have a benefit from this project we are appealing this assessment.

Sincerely,

Robert and Nancy Roloff

Robert Roloff

Nancy Roloff

KEY COMMUNITY BANK

Scanned

33

June 30, 2014

RECEIVED
JUL 03 2014

Melissa Kennedy
Deputy Clerk
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: PID No. 208140001020 and PID No. 208140001030

Dear Ms. Kennedy:

I am writing you this letter of objection as the President of Key Community Bank, the owner of real estate located at 2925 Buckley Way, Inver Grove Heights, MN 55076 and identified by PID No. 208140001020 and PID No. 208140001030.

I am in receipt of your letters dated June 23, 2014 regarding the Assessment Hearing for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court. In your letters you have stated that an assessment in an amount of $32,547.54 may be applied to PID No. 208140001020 and an assessment in an amount of $34,125.56 may be applied to PID No. 208140001030.

Pursuant to Minnesota Statute Section 429.061 I am writing you to object to what Key Community Bank considers excessive assessments on the property. The combined assessment amount of $66,673.10 represents approximately 18% of the market value of the property. As owner of the property subject to the assessment, Key Community Bank firmly believes that the amount of the assessments in question is excessive and asks that they be reevaluated.

If you require further clarification or further information regarding this request, please feel free to contact me directly at (651) 379-3512.

Very truly yours,

G. Dennis

Greg Dennis
President/CEO, Key Community Bank

5684 BISHOP AVENUE · INVER GROVE HEIGHTS, MN 55076 · 515 MARIE AVENUE · SOUTH ST. PAUL, MN 55075
PHONE (651) 457-7539 · WWW.KEYCOMMUNITYBANK.COM · FAX (651) 457-2229

Member FDIC
EQUAL HOUSING LENDER

34

July 21, 2014

RECEIVED
JUL 18 2014

Terrence L Gerten

Gerten's Farm Market

2900 65th Street East

Inver Grove Heights, MN 55076

City of Inver Grove Heights Mayor and Council

8150 Barbara Avenue

Inver Grove Heights, MN 55077

Re: City Project 2012-09D

I strongly object to the $43995.00 special assessment proposed by staff.

To begin with, the decision to go with total reconstruction for the entire 65th Street and Buckley Way commercial area was unnecessary and a huge waste of public money- none the less the project went forward.

Minnesota Statute 429 says the real measure of benefit is the increase in market value. My market value has not increased at all. Dakota County's estimated market values from 2010-2014 has not increased at all. This is not a situation of going from a dirt road to a paved street. The 31 year old pavement was due for replacement, however the curbs, sidewalk, and driveways were in good shape and already paid for.

Adding insult to injury, we suffered financial loss due to restricted access for over three months. Since there is no realistic realized increase in property value it would only be right to drastically reduce the 43,995.00 proposed special assessment to my property.

Sincerely,

Terrence L Gerten

Gerten's Farm Market

COMMERCE Express, Inc.
2945 BUCKLEY WAY INVER GROVE HEIGHTS, MN 55076-2019 • (651) 451-7332

35

July 22, 2014

RECEIVED
JUL 22 2014

Mayor George Tourville
City Council Members
Tom Bartholomew
Rosemary Pickarski Krech
Jim Mueller
Dennis Madden

Re: City Project 2012-09D
PID # 208140001040

Dear Mr. Tourville and Council,

I was present at the recent meeting on July 8, 2014 for the assessment hearing notice and hereby request relief from the assessment on Parcel #208140001040. Based on the proposals presented by Mr. Tom Kalunski, my property will be assessed $35,719 based on the 1% rule. I find this to be unfair for the following reasons.

A. Based on Minnesota Statute 429, there is specific language regarding the appointment of cost regarding the use of special assessments. Under the Special Assessment Guide is a section called the "Special Assessment Benefit Test". It states that the real measure of benefit is the increase market value of the land because of the improvement. This"Special Assessment" would be valid if,
   1. The land receives a special benefit from the improvement. (DID NOT HAPPEN)
   2. The assessment does not exceed the special benefit measured by the increase in market value due to the improvement. (Based on the Cities appraiser, Mr. Laurence Danich of Metsen Company, his recent appraisal shows that property values <u>have not</u> increased. This is also verified by my property tax statements from Dakota County.

B. A "Special Assessment" that exceeds the special benefit is taking of property without fair compensation and violates the 14th amendment to the U.S. Constitution and the Minnesota Constitution. According to the League of Minnesota Cities, they state that with regard to street improvement it may be

difficult to demonstrate any significant increase in market value as a result of resurfacing or reconstruction. To use the office of the City of Inver Grove Heights to pursue this assessment is taking the "Bully Pulpit" too far. As the mayor and council you know that the cost of litigation will probably out weight any benefits to the landowner.

C. It is my belief that this road repair did not need to occur. I have been at my address, 2945 E Buckley Way since 1983 and during this time there have not been any significant repairs done. Based on the core samples taken at the time of construction in my opinion, all that was needed at my location was a mill and overlay. Other sections of the road may have needed extensive repairs but all I would have needed is the mill and overlay.

D. Finally, since I have already paid special assessments with the property when purchased in 1983 and there is no real benefit to me as shown above I respectfully request the Mayor and City Council to reconsider my assessment.

Respectfully,

Joseph P. O'Shaughnessey

Owner of PID# 208140001040

JPO/plr

Scanned 36

Date: 7/12/2014

To: City of Inver Grove Heights

From: Dean and Angie Wennerberg

RE: Objection and Appeal request for tax assessments for City Project N0. 2012-09D (65th St. Neighborhood and Cahill Court)

Property Information:

Property ID: 206595101051

Property Address: 6491 Barclay Ave.

Proposed Assessment: $2744.68

Please accept this document as an official request for amendment to our assessment for the project above. Rationale and reasoning for appeal below:

Our property has egress (driveway access) to Barclay Ave. and not to 65th street. We do have property that abuts the 65th street boulevard easement.

a. It has been explained to us by staff that we are not being "double-taxed" for the two recent street repairs (this one and the Barclay Ave. overlay) but it sure seems like it. We realize that the current assessment is for drainage only yet it does not seem proper.
b. In looking at the list of properties responsible for the project costs through assessments, we are the only property that borders both Barclay/Beckman Ave. and 65th Street to be assessed.
c. Staff has also explained to us that our tax burden for the project is limited to "drainage for the eastern one-third of the property only because the rest of the property does not drain to 65th Street. True, the rest of the property does drain to the pond that our property abuts. The eastern third of the property also drains to the pond, after it enters the storm sewer. This seems like an odd distinction.
d. The amount of the assessment ($2744.68) appears to be excessive based on the facts that:
    i. It does not include street repair, only a share of the drainage costs
    ii. Our share of the cost of the Barclay Ave. overlay in 2009 was $2244.32.
    iii. The length of the property on Barclay is approximately 232 feet and one-third of property length on 65th Street is approximately 100 feet - more assessed cost for comparatively less expensive work (drainage vs. overlay) in addition to less property involved.

We are first asking why we need to be assessed at all considering that we do not have a driveway on 65th street and it seems like double-taxation or we are asking for a drastic reduction in our assessment based on the information given in Item d above.

Thank you for your consideration,

Dean and Angie Wennerberg

RECEIVED JUL 15 2014

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RECEIVED
JUL 14 2014

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July 14, 2014

Letter of Appeal

Project: 2012-09 D-65th Street Neighborhood and Cahill Court Reconstruction

Re: PID No. 201420101070

We are appealing the assessment calculation for our property at 6499 Blaine Avenue which is part of the Blaine Ridge Townhome Association. Our per policy assessment estimate of $3457.68 was determined using a multi-family (non-single) rate of $169.22 versus the single family rate $84.61 which the other 26 townhomes on Bixby have been calculated. This needs to be corrected to a single family rate for all since we are all part of the same communal property association. In addition, our townhome is adjacent to the common elements of Outlots A and B owned by all homes in our association. Our property drains into these common areas; therefore, the single rate of $84.61 should be used to calculate our individual share of the drainage assessment total.

Finally, we must share with the council an extremely upsetting situation that occurred with a recent dealing with the head engineer, Tom K., regarding information he shared with us for our future invoice amount for this assessment. We spoke with him on June 27th and he stated the letter amount of $3457.68 was not what we would be invoiced after it is levied on July 28th after a benefited cap analysis was to be completed and will adjust our assessment to $713.11 total (He had taken our PID number and looked on a spreadsheet he had) ! This was met, of course, with complete relief and excitement on our part! To clarify and confirm what we understood from Tom we *restated twice* that we were going to only be invoiced an amount of $713.11 and NOT the $3457.68 on the estimate letter received on June 23, 2014...he confirmed the $713.11 was indeed correct! Being on the Board of our townhome association I shared this exciting news with BRA neighbors who were also stressing about the letters they received to ease their minds. When we attended the assessment hearing and examined the spreadsheet available to the public which stated the final assessment total we were bewildered to see the amount of $3457.68 as our assessment total! While at the hearing meeting, we questioned Tom about what he said to us on the phone versus what we saw on the spreadsheet. He said he would check into it and call us back the next morning. The next afternoon we called him to clarify the discrepancy. He said he had been busy and would get back to us. When he did call back he and Scott D. said the amount we are to be assessed was indeed the $3457.68. Tom said he looked at the wrong spreadsheet on June 27th and the amount he said of $713.11 was from a 2007 project! No apology, but just matter-of -factly stated oops. This has caused extreme humiliation, stress and hardship to us. Humiliation for having to share with neighbors and the other members of the Board that I was told incorrect

information by Tom; stress and hardship for us who thought we were to be assessed an amount we could pay ($713.11) to an amount ($3457.68) we cannot pay unless we incur an inflated interest rate of 4.8% or take out a loan elsewhere since the amount is due in 30 days. All of this for a project and service we never commissioned to have done.

Thank you for your time and consideration in reading this appeal.

David Halligan and Andrea Willard

6499 Blaine Avenue

City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

July 15, 2014

Andrea Willard and David Halligan
6499 Blaine Avenue
Inver Grove Heights, MN 55076

Re: Assessment Summary
City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court

Dear Ms. Willard and Mr. Halligan,

I am sending this letter to summarize your proposed final assessment and clarify any misunderstanding for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court and to summarize the assessment that was levied in 2008 for City Project No. 2007-09C – Mill and Overlay.

Project 2012-09D Proposed Final Assessment

As we have discussed, the City sent you an assessment hearing notice on June 23, 2014 which shows that your proposed final assessment for Project 2012-09D is $3,457.68 (See attached). This assessment is for drainage in the amount of $2,340.98 and for street reconstruction in the amount of $1,116.70. The drainage assessment is for the drainage from your individual parcel and your share of the common area drainage in the association. The street reconstruction assessment is for your share of the common area frontage in the association. I have attached a copy of the proposed final assessment roll, dated July 8, 2014, showing the $3,457.68 amount and a copy of the preliminary assessment roll, dated April 4, 2012, showing an estimate of $3,523.79. Please note that the City has outlined payment options as follows: pay in full within 30 days with no interest; or, after 30 days, the balance is certified to the County with the first payment due in 2015.

Project 2012-09D Benefit Analysis and Appraisal Report

The City has informed you that the benefit analysis and appraisal report for Project 2012-09D that was recertified in 2014 recommends an assessment cap of $5,000.00 for this parcel. Your proposed assessment is below the cap and no reduction is recommended

Project 2007-09C Previous Assessment

In 2008 a mill and overlay assessment in the amount of $713.11 was levied to your parcel for Project 2007-09C. This assessment was for your share of the common area on Blaine Avenue less your share of a corner credit for the project, and does not apply to Project 2012-09D.

8150 Barbara Ave. ▪ Inver Grove Heights, MN 55077-3412
Telephone: 651-450-2500 ▪ Fax: 651-450-2502

The two projects referenced above were on separate streets and were separate projects. The projects are considered unrelated; therefore the Project 2007-09C assessment cannot be credited towards the proposed final assessment for Project 2012-09D.

Please call me with any questions at 651-450-2572.

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/js
Enclosures

cc: Bob Hansen, President of Blaine Ridge Association

WRITTEN CITIZEN COMMENTS

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CITY PROJECT NO. 2012-09D

Urban Street Reconstruction
65th Street Neighborhood & Cahill Ct.

FINAL ASSESSMENT INFORMATIONAL MEETING
July 8, 2014

COMMENT SHEET

- Where our driveway was done by the city, we have a dip that creates problems in the winter. Along with this, the angle is much steeper. This creates a hazard when shoveling. We have both fallen multiple times. Who do we talk to about fixing our driveway? Bonita + Jerome Labat
  2685 Borden Way
  brlabat@comcast.net
  - I asked Steve about this before the meeting. He said I should have something within the week and gave me his card.

- Can you send me the appaised values of East vs West?
  brlabat@comcast.net
  651 457-8086
  Do you have actual property appraised values so we can compare to County tax assessments?

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CITY PROJECT NO. 2012-09D

Urban Street Reconstruction
65th Street Neighborhood & Cahill Ct.

FINAL ASSESSMENT INFORMATIONAL MEETING
July 8, 2014

COMMENT SHEET

Please EXPLAIN how the individual property owner assessment amounts were calculated!

They don't seem to have any direct relationship to property value / taxes or to curb length.

How can we be sure the assessments are accurate and fair, unless you show the algorithm or other method by which you derived the amounts?

NOW THAT WE UNDERSTAND BETTER (!):

~~A simple comparison of assessment amounts to property values / tax assessments makes it look like some people are being grossly over-charged and others grossly under-charged.~~

~~Without an explanation of the calculations, we might as well conclude that you are either incompetent or lying about something. So please explain the assessments~~

SHARE the calculation considerations - EARLIER ONLINE - WITH MAPS & DIAGRAMS

provide SAMPLES without identifying specific property

ex: • single family W of Borden Way w/ 100% drainage

• " " " E " " w/ 10% "

... (other combinations) to ILLUSTRATE

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CITY PROJECT NO. 2012-09D

Urban Street Reconstruction
65th Street Neighborhood & Cahill Ct.

FINAL ASSESSMENT INFORMATIONAL MEETING
July 8, 2014

COMMENT SHEET

Paul & Sharon Hunt 2623 Borden Way
651-552-9840

We are retired in our 70's & this would be a very large burden.

DISAGREE WITH DIFFERENCE BETWEEN EAST OF 52 & WEST ASSESMENTS SHOULD BE BALANCED OUT

INTEREST RATE TO HIGH!

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Kathy Fischer

From: Thomas J. Kaldunski, P.E.
Sent: Tuesday, July 08, 2014 12:57 PM
To: Scott Thureen
Cc: Timothy Kuntz; Steve W. Dodge. P.E.
Subject: FW: 65th street road project.

Scott ,

This is a recent objection received for 2012-09D, 65th Street . It will be shared with the council for the assessment hearing , based on my discussion with Tim Kuntz.

Tom K

From: Nathan Duncanson [mailto:nathan@nyathton.com]
Sent: Monday, July 07, 2014 7:29 PM
To: Thomas J. Kaldunski, P.E.
Cc: John Schmeling
Subject: 65th street road project.

Tom;

John Schmeling suggested that I send you an email to document my concerns regarding the assessments for the 65th street project.

- My first concern is that at the information meetings prior to the project, we were informed that assessments would be capped at no more than $5000, yet the notice I received says I'll be paying over $12,000 dollars. This is a substantial increase over what I was expecting!

- My second concern is that though I've been informed that the caps still exist, despite not being mentioned in the notice, is that different properties have different caps. To an extent I can understand this, as different properties may be more or less improved by the project. What seems odd to me, is that the capped assessment for the single family homes on the west side of US-52 is lower than the capped assessment for the townhomes and twinhomes on the east side of US-52. I would have expected them to be the other way around as individual units of townhomes and twinhomes tend to use less land, have less street frontage, have lower land values, and lower overall property values than single family homes.

- My third concern is that at the information meetings prior to the project I we were told that the interest rate on deffered payment of the assessment would be at or below 4% APR, yet the notice I received says it will be 4.8%.

Like most home owners I have limited resources so the money issues greatly concern me. However I appreciate the project's improved storm water collection; especially that the city allowed me to hook up my properties' gutters and sump pumps to the city storm sewer.

I own the properties at 6501 and 6503 Bonner Court; but as I live in Rochester I may not be able to arrange my schedule to make the additional information sessions nor the final hearing on July 28th.

I would appreciate having my concerns considered by the city council and included in the official record.

Thank you,

Nathan Duncanson
507-288-1280

Tom Kaldunski | City Engineer
Tel: 651-450-2572 | Fax: 651-259-8043
City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077
tkaldunski@invergroveheights.org | www.invergroveheights.org

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CITY PROJECT NO. 2012-09D

Urban Street Reconstruction
65th Street Neighborhood & Cahill Ct.

FINAL ASSESSMENT INFORMATIONAL MEETING
July 8, 2014

COMMENT SHEET

All the homes in Blaine Ridge are single family homes - not commercial or multi family homes. We each pay our taxes seperately and our assessments seperately.
In 2009, I believe was the year, when they resurfaced Blaine Ave. Seven of our homes were classified single family homes & why changed & for what reason.

Thanks

Jim + Phyllis Krey
6508 Bixby Way
Inver Grove Hgts, MN. 55076

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JUL 11 2014

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Thomas J. Kaldunski, P.E.

From: George Tourville
Sent: Wednesday, July 23, 2014 8:49 PM
To: Virnig5
Cc: Thomas J. Kaldunski, P.E.; Scott Thureen; Joe Lynch
Subject: Re: 68th Street Renovation

Howard
I will forward to engineering for comment and follow-up. Thanks

On Jul 23, 2014, at 12:03 PM, "Virnig5" <virnig5@aol.com> wrote:

To the Council of IGH,

Regarding to City Project No. 2012-09D - 65th Street Neighborhood and Cahill Court, the 68th Street where I reside is involved. The condition of the re-pavement job was not well succeeded. It now shows many cracks being sealed and some more new cracks already. The curbs are degrading. None of the storm pipes that street between Babcock Trailway and Barnes was replaced. I am believing that those residents on street and I are not obliged to pay the steep price.

Before that project began, that 68th street was in the best condition than any street mentioned in the 65th St. and Cahill Court list. Thomas Kaldunski, the city engineer and Steve Dodge, assistant city engineer boasted in the public hearing more than two years ago stating that there would be another 50 years for those streets not needed to be renovated after that big reconstruction. They even promised that my 68th Street would be as new as other streets. Why I doubted their word was that my street would just be milled and overlay-ed. They mentioned verbally and in paper that my street would be two-inch milled.

Before I continue the issue on the mill and overlay job on that street, the main reason for the huge 6-million-dollar project was to overhaul all streets that were badly bumped almost everywhere. It also involved the 68th Street. That was why I didn't trust the engineers' vow that the problem on my street would be cured through the mill and overlay job.

The day the milling machine came, I witnessed how the operator had done on the 68th Street pavement. He didn't remove two-inch tar on whole street as the engineers promised me verbally and in paper. Just grind approximate four feet from each curbside and left 20 feet wide intact. Then the street was repaved. TWO MONTHS later, I noticed cracks developing on new pavement. I appealed it to the city engineers. I was assured that the cracks would be sealed. What? What about the enormous price that we, the 68th Street resident will have to pay for the unsolved problem. The engineers said the project was to remove the bumps. They failed to do that on 68th Street. To this update, there are some more new cracks while all other reconstructed streets remain very well maintained. You see that my street that used to be the best one before reconstruction project began is now the worst one of all those streets. Do we deserve to pay the hefty price for engineers' mistakes.

Speaking of upgraded curbs, all streets in the project are seen with upgraded curbs and upped in property value. My street and a short Bordeaux Ct. street remain with aging flat curbs with a few unnecessary new parcels.

Now this issue is about the storm assessment that my 68th Street residents don't deserve to pay again. In mid-1990, the 68th Street E. used to be a graveled road. Then that street was installed with everything new and looked good. I paid $7,000 plus for new assessments.
In a few years later, the storm pipes were clogged due to too much sand thrown on street during winters. Then storm pipes were cleared up. I never see the same problem since. Then the 2012 reconstruction project showed that the storm pipe on my street was not needed to be replaced, but we still had to pay the big price. There is nothing wrong with the whole pipes on that street. It was just that the city engineers wanted to reroute the 67th Street pipe to 68th. We didn't want it to happen. Why installed the storm pipe on Barnes Avenue if 67th St. and 68th St. had their own ones. There are no houses that connect to the new storm pipe installed on Barnes Avenue. Most importantly, the storm pipes on 68th

Street were in great shape until the engineers decided to reroute the storm flow from 67th to 68th. The 68th St. residents are not responsible for the cost of the rerouting job.

The condition of my street pavement will not last for a long time and will suffer with more cracks and potholes in a near future. Degraded flat curbs on my street will keep my property value lower than those houses with upgraded curbs. The engineers miserly decided to have my street (.14 or 1/7 of a mile) milled and overlay-ed and we, the residents, would pay the hefty prices for poor job.

And none of the storm pipes was replaced on my street.

The conclusion is that I don't pay that amount said in the letter of assessment hearing notice. Thank you very much for hearing me out!

I will try to bring photos of sealed cracks, new cracks, and aging curbs to the hearing on July 28th.

Respectfully yours,

Howard C. Virnig
2021 68th Street E.
Inver Grove Hts, MN 55077

George Tourville | Mayor
Tel: 651-450-2507 | Home: 651-455-4465
City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077
gtourville@invergroveheights.org | www.invergroveheights.org

6A (ii)

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolutions Approving Subdivision and Special Assessment Agreements Relating to Payment of Special Assessments for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court

Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Assessment Hearing TJK		None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Thomas J. Kaldunski, City Engineer		FTE included in current complement
			New FTE requested – N/A
		X	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider resolutions approving Subdivision and Special Assessment Agreements relating to payment of special assessments for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court for two property owners. Both property owners (2168 65th Street E. and 6850 Blackhawk Trail) have executed the assessment agreement.

SUMMARY

The City Council is asked to consider the attached resolutions which would approve the above-referenced agreements. In determining the special assessments to be levied against the properties for the project, the City has considered the properties in their highest and best use to have additional buildable lots. The owners have both indicated that in the reasonable foreseeable future the properties will only contain one home, namely the existing home.

The City is willing to levy the special assessments against the properties for the project and defer the special assessments of the buildable units. The owners have waived their special assessment appeal rights.

At such time the properties are subdivided, platted, cease to be used as a single-family use, are no longer classified as homestead, or the properties are improved with a second single-family structure or a second dwelling unit, the deferments cease. If the deferment ceases in or before the year 2034, the deferred amount becomes payable. The terms are outlined in the agreements.

The Engineering Division recommends approval of the attached resolutions establishing assessment deferrals on City Project No. 2012-09 for 2168 65th Street E. and 6850 Blackhawk Trail as outlined in the executed agreements. This action is needed after the assessment hearing is closed and the assessments are adopted by the City Council.

TJK/kf
Attachments: Deferral applications
Resolutions

SUBDIVISION AND SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AND
MAYNARD F. MCMANUS AND NORMA J. MCMANUS
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT 2012-09D

SUDIVISION AND SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AND
MAYNARD F. MCMANUS AND NORMA J. MCMANUS
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT 2012-09D

THIS AGREEMENT, (hereafter "Agreement"), made, entered into and effective this 28th day of July, 2014, by and between City of Inver Grove Heights, a Minnesota municipal corporation, (hereafter referred to as the "City"); and Maynard F. McManus and Norma J. McManus, husband and wife, their heirs, assigns, and successors (hereafter individually and collectively 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 certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 2168 - 65th Street East, Inver Grove Heights, MN 55077, and identified as Dakota County Property Tax Parcel Number 20-31000-04-060, and legally described in Exhibit A (the "Property").

Recital No. 3. Owner's home is located on the portion of the Property. Under the current zoning regulations, the size of the Property would allow the Property to be subdivided into two parcels; one parcel would contain the existing home and the other parcel could then consist of a buildable lot for another home.

Recital No. 4. Owner represents and warrants that they have fee title ownership of the Property.

Recital No. 5. The City has ordered and constructed City Project No. 2012-09D - 65th Street Reconstruction Improvement Project (the "Project").

Recital No. 6. In determining the special assessments to be levied against the Property for the Project, the City has considered the Property in its highest and best use to be two buildable lots. The Owner, on the other hand, indicates that in the reasonably foreseeable future the Property will only contain one home, namely the existing home.

Recital No. 7. The City is willing to levy special assessments against the Property for the Project and contemporaneously defer the special assessment of one buildable unit, if the Owner waives its rights to special assessment notices, hearings, and if the Owner waives its special assessment appeal rights as provided herein.

Recital No. 8. 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 Owner. "Owner" means Maynard F. McManus and Norma J. McManus, husband and wife, their heirs, assigns, and successors.

2.4 Property. "Property" means that certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 2168 – 65th Street East, Inver Grove Heights, MN 55077, and identified as Dakota County Property Tax Parcel Number 20-31000-04-060, and legally described in Exhibit A to this Agreement.

2.5 Project. "Project" means City Project No. 2012-09D – 65th Street Reconstruction Improvement Project.

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 Levy.** The City agrees that the City shall specially assess the Property for the Project the principal amount of $20,000. This assessment shall be spread over 10 years and the outstanding unpaid principal amount shall bear interest at the rate of 4.8%.

4.2 **Partial Special Assessment Deferral.** The City also agrees that contemporaneous with the special assessment levy of $20,000, the City Council shall defer payment of $16,000 of the principal special assessment levy pursuant to the following terms and conditions:

a. The principal amount of $16,000 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.

b. The deferment shall cease upon the occurrence of any of the following events, whichever occurs first:

i. The Property is subdivided.
ii. The Property is platted.
iii. The Property ceases to be used as a single-family use.
iv. The Property is no longer classified as homestead for tax purposes.
v. The portion of the Property is improved with a second single-family structure or a second dwelling unit.

If the deferment ceases in or before the year 2034, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:

c. The principal amount previously deferred shall begin to accrue interest at the rate of 4.8% from the date the deferment ceased.
d. The principal amount previously deferred shall be payable in five (5) equal annual installments.
e. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.

Provided, however, if the deferment ceases in the years 2040, 2041, 2042, or 2043, then the principal amount (together with accrued interest) shall be paid over the number of annual installments equal to the calendar years that remain between the year 2044 and the year that followed the cessation of the deferment.

If the deferment has not ceased before the year 2044, the deferred principal amount shall be deemed cancelled and shall no longer be a lien against the Property.

ARTICLE 5
OWNER'S COVENANTS, RIGHTS, AND DUTIES

5.1 Waiver of Notice, Hearing and Appeal of Special Assessment Levy. 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 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 and otherwise available under Minn. Stat. § 429.081.

5.2 Waiver of Notice, Hearing and Appeal of Special Assessment Deferral. Owner hereby irrevocably and unconditionally waives all procedural and substantive objections to the special assessment deferral outlined in Section 4.2. Without limiting the foregoing, Owner specifically waives any notice and hearing requirements relating to the special assessments deferred as outlined in Section 4.2. Owner waives any claim that the special assessments levied and deferred under Section 4.2 exceed the benefit to as additional buildable lot created within the Property. Owner waives any appeal rights relative to the special assessments deferred as outlined in Section 4.2 and otherwise available under Minn. Stat. § 429.081.

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 they are the owners in fee title to the Property.

ARTICLE 6
GENERAL PROVISIONS

6.1 **Counterparts.** This Agreement may be executed in more than one (1) 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 may be recorded with the Dakota County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

OWNER

Maynard McManus
Maynard F. McManus

Norma J. McManus
Norma J. McManus

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 16 day of July, 2014, before me a Notary Public within and for said County, personally appeared Maynard F. McManus and Norma J. McManus, 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.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Kathleen J. Fischer
Notary Public

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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 Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Telephone No. 651-451-1831

After Recording, Please Return To:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Telephone No. 651-451-1831

L:\CLIENTS\810\81000\09042\McManus Assessment Deferral\McManus Deferred Assessment Resolution and Certificate, version dated May 20, 2014.doc

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY (ABSTRACT PROPERTY)

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

Lot Four (4) except the North 220 feet of the East 520 feet and except the West 110 feet of the South 330.4 feet and except the East 85 feet of the South 406.81 feet and except the West 60 feet of the North 180.5 feet of that part of Lot Four (4) lying South of the South line of Lot Two (2), all in Greenwood, according to the plat thereof now on file and of record in the office of the County Recorder in and for said County and State.

SUBDIVISION AND SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AND
ROBERT E. KRAMMER AND JUDITH L. KRAMMER
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT 2012-09D

SUDIVISION AND SPECIAL ASSESSMENT AGREEMENT
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CITY OF INVER GROVE HEIGHTS AND
ROBERT E. KRAMMER AND JUDITH L. KRAMMER
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT 2012-09D

THIS AGREEMENT, (hereafter "Agreement"), made, entered into and effective this 28th day of July, 2014, by and between City of Inver Grove Heights, a Minnesota municipal corporation, (hereafter referred to as the "City"); and Robert E. Krammer and Judith L. Krammer, husband and wife, their heirs, assigns, and successors (hereafter individually and collectively 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 certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 6850 Blackhawk Trail, Inver Grove Heights, MN 55077, and identified as Dakota County Property Tax Parcel Number 20-00400-52-020, and legally described in Exhibit A (the "Property").

Recital No. 3. Owner's home is located on the portion of the Property. Under the current zoning regulations, the size of the Property would allow the Property to be subdivided into two parcels; one parcel would contain the existing home and the other parcel could then consist of a buildable lot for another home.

Recital No. 4. Owner represents and warrants that they have fee title ownership of the Property.

Recital No. 5. The City has ordered and constructed City Project No. 2012-09D - 65th Street Reconstruction Improvement Project (the "Project").

Recital No. 6. In determining the special assessments to be levied against the Property for the Project, the City has considered the Property in its highest and best use to be two buildable lots. The Owner, on the other hand, indicates that in the reasonably foreseeable future the Property will only contain one home, namely the existing home.

Recital No. 7. The City is willing to levy special assessments against the Property for the Project and contemporaneously defer the special assessment of one buildable unit, if the Owner waives its rights to special assessment notices, hearings, and if the Owner waives its special assessment appeal rights as provided herein.

Recital No. 8. 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 Owner. "Owner" means Robert E. Krammer and Judith L. Krammer, husband and wife, their heirs, assigns, and successors.

2.4 Property. "Property" means that certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 6850 Blackhawk Trail, Inver Grove Heights, MN 55077, and identified as Dakota County Property Tax Parcel Number 20-00400-52-020, and legally described in Exhibit A to this Agreement.

2.5 Project. "Project" means City Project No. 2012-09D – 65th Street Reconstruction Improvement Project.

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 Levy.** The City agrees that the City shall specially assess the Property for the Project the principal amount of $4,000. This assessment shall be spread over 10 years and the outstanding unpaid principal amount shall bear interest at the rate of 4.8%.

4.2 **Partial Special Assessment Deferral.** The City also agrees that contemporaneous with the special assessment levy of $4,000, the City Council shall defer payment of $2,000 of the principal special assessment levy pursuant to the following terms and conditions:

a. The principal amount of $2,000 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.

b. The deferment shall cease upon the occurrence of any of the following events, whichever occurs first:

i. The Property is subdivided.
ii. The Property is platted.
iii. The Property ceases to be used as a single-family use.
iv. The Property is no longer classified as homestead for tax purposes.
v. The portion of the Property is improved with a second single-family structure or a second dwelling unit.

If the deferment ceases in or before the year 2034, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:

c. The principal amount previously deferred shall begin to accrue interest at the rate of 4.8% from the date the deferment ceased.
d. The principal amount previously deferred shall be payable in five (5) equal annual installments.
e. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.

Provided, however, if the deferment ceases in the years 2040, 2041, 2042, or 2043, then the principal amount (together with accrued interest) shall be paid over the number of annual installments equal to the calendar years that remain between the year 2044 and the year that followed the cessation of the deferment.

If the deferment has not ceased before the year 2044, the deferred principal amount shall be deemed cancelled and shall no longer be a lien against the Property.

ARTICLE 5
OWNER'S COVENANTS, RIGHTS, AND DUTIES

5.1 Waiver of Notice, Hearing and Appeal of Special Assessment Levy. 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 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 and otherwise available under Minn. Stat. § 429.081.

5.2 Waiver of Notice, Hearing and Appeal of Special Assessment Deferral. Owner hereby irrevocably and unconditionally waives all procedural and substantive objections to the special assessment deferral outlined in Section 4.2. Without limiting the foregoing, Owner specifically waives any notice and hearing requirements relating to the special assessments deferred as outlined in Section 4.2. Owner waives any claim that the special assessments levied and deferred under Section 4.2 exceed the benefit to as additional buildable lot created within the Property. Owner waives any appeal rights relative to the special assessments deferred as outlined in Section 4.2 and otherwise available under Minn. Stat. § 429.081.

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 they are the owners in fee title to the Property.

ARTICLE 6
GENERAL PROVISIONS

6.1 **Counterparts.** This Agreement may be executed in more than one (1) 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 may be recorded with the Dakota County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

OWNER

Robert E. Krammer

Judith L. Krammer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of July, 2014, before me a Notary Public within and for said County, personally appeared Robert E. Krammer and Judith L. Krammer, 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.

JULIE ANN VIETMEIER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2017

Notary Public

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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 Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Telephone No. 651-451-1831

After Recording, Please Return To:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Telephone No. 651-451-1831

L:\CLIENTS\810\81000\09042\McManus Assessment Deferral\Krammer Deferred Assessment Resolution and Certificate, version dated May 20, 2014.doc

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY (ABSTRACT PROPERTY)

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

The E½ of S½ of N½ of SW¼ of SW¼ of Section 4, Township 27, Range 22, Excepting therefrom that part of the above described property which lies easterly of a line run parallel with and distant 590 feet westerly of the following described line: Beginning at a point on the south line of said Section 4 distant 1167.3 feet west of the south quarter corner thereof; thence run northerly at an angle of 90°44'40" from said south section line (measured from west to north) for 1200 feet and there terminating, according to the Government Survey thereof.

and:

A perpetual easement for ingress and egress over and across the East Sixty (60') feet of the West one-half (W½) of the South one-half (S½) of the North one-half (N½) of the Southwest one-quarter (SW¼) of the Southwest One-quarter (SW¼) of Section 4, Township 27 North, Range 22 West, according to the plat thereof on file and of record in and for the County of Dakota.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

A RESOLUTION APPROVING THE SUBDIVISION AND SPECIAL ASSESSMENT AGREEMENT BY AND BETWEEN CITY OF INVER GROVE HEIGHTS AND MAYNARD F. MCMANUS AND NORMA J. MCMANUS RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2012-09D

RESOLUTION NO. _____

WHEREAS, Maynard F. and Norma J. McManus, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, according to the deed thereof on file and of record with the Office of Dakota County Recorder identified as Tax Parcel Number 20-31000-04-060 (Subject Property) and legally described as: Lot 4 (4) except the North 220 feet of the East 520 feet and except the West 110 feet of the South 330.4 feet and except the East 85 feet of the South 406.81 feet and except the West 60 feet of the North 180.5 feet of that part of Lot Four (4) lying South of the South line of Lot Two (2), all in Greenwood, according to the plat thereof now on file and of record in the office of the County Recorder in and for said County and State.

WHEREAS, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429 levied certain special assessments upon the Subject Property; and

WHEREAS, in determining the special assessments to be levied against the property for the project, the City has considered the property in its highest and best use to be four additional buildable lots; and

WHEREAS, applicant, Maynard and Norma J. McManus, have requested a deferment of the special assessments levied against the Subject Property for the four potential buildable lots; and

NOW, THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

1. The Subdivision and Special Assessment Agreement by and between the City of Inver Grove Heights and Maynard F. McManus and Norma J. McManus Relating to Payment of Special Assessments for City Project No. 2012-09D is hereby approved.

2. This Resolution and Subdivision and Special Assessment by and between the City of Inver Grove Heights and Maynard F. McManus and Norma J. McManus Relating to Payment of Special Assessments for City Project No. 2012-09D shall be filed with the Dakota County Auditor/Treasurers Office and recorded with the Dakota County Recorder.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

A RESOLUTION APPROVING THE SUBDIVISION AND SPECIAL ASSESSMENT AGREEMENT BY AND BETWEEN CITY OF INVER GROVE HEIGHTS AND ROBERT E. AND JUDITH L. KRAMMER RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR CITY PROJECT NO. 2012-09D

RESOLUTION NO. _____

WHEREAS, Robert E. and Judith L. Krammer, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, according to the deed thereof on file and of record with the Office of Dakota County Recorder identified as Tax Parcel Number 20-00400-52-020 (Subject Property) and legally described as: The E1/2 of S1/2 of N1/2 of SW1/4 of SW1/4 of Section 4, Township 27, Range 22, Excepting therefrom that part of the above described property which lies easterly of a line run parallel with and distant 590 feet westerly of the following described line: Beginning at a point on the south line of said Section 4 distant 1167.3 feet west of the south quarter corner thereof; thence run northerly at an angle of 90°44'40" from said south section line (measured from west to north) for 1200 feet and there terminating, according to the Government Survey thereof.

And:

A perpetual easement for ingress and egress over and across the East Sixty (60') feet of the West one-half (W1/2) of the South one-half (S1/2) of the North one-half (N1/2 of the Southwest one-quarter (SW1/4) of the Southwest One-Quarter (SW1/4) of Section 4, Township 27 North, Range 22 West, according to the plat thereof on file and of record in and for the County of Dakota.

WHEREAS, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429 levied certain special assessments upon the Subject Property; and

WHEREAS, in determining the special assessments to be levied against the property for the project, the City has considered the property in its highest and best use to be one additional buildable lot; and

WHEREAS, applicant, Robert E. and Judith L. Krammer, have requested a deferment of the special assessments levied against the Subject Property for the one potential buildable lot; and

NOW, THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

1. The Subdivision and Special Assessment Agreement by and between the City of Inver Grove Heights and Robert E. and Judith L. Krammer Relating to Payment of Special Assessments for City Project No. 2012-09D is hereby approved.

2. This Resolution and Subdivision and Special Assessment by and between the City of Inver Grove Heights and Robert E. and Judith L. Krammer Relating to Payment of Special Assessments for City Project No. 2012-09D shall be filed with the Dakota County Auditor/Treasurers Office and recorded with the Dakota County Recorder.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONCORD CROSSROADS – Case No. 14-20S

Meeting Date: July 28, 2014
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following resolutions for property located at 9008 Cahill Avenue:

a) A Resolution relating to a Preliminary and Final Plat to be known as Concord Crossroads 2nd Addition;
- Requires 3/5th's vote.

b) A Resolution relating to Vacation of related public street, drainage and utility easements within the plat of Concord Crossroads.
- Requires 3/5th's vote.
- 60-day deadline: July 29, 2014 (first 60-days)

SUMMARY

The applicant is seeking to market the old Bank of the West building. In order to provide more market opportunity, the applicant would like to divide the property into two lots so each building is on its own lot. There are no changes being proposed to the site plan. The applicant is also requesting the existing drainage and utility easements in the old plat be vacated and rededicated on the new plat.

ANALYSIS

The lots meet the minimum standards in the Arbor Pointe PUD. All easements that are being vacated are either being platted as right-of-way or rededicated on the new plat. The land owner will also be dedicating private access, parking and utility easements so both lots have equal use of the project. Both Engineering and Planning have reviewed the plat and easements and found them acceptable.

RECOMMENDATION

Planning Staff: Recommends approval of the Plat and Vacation as presented.

Planning Commission: Also recommends approval of the Plat and Vacation (8-0).

Attachments: Resolution Approving Preliminary and Final Plat
Resolution Approving Utility Vacations
Sight Visibility Triangle Easement
Fire Hydrant License Agreement
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT KNOWN AS CONCORD CROSSROADS 2ND ADDITION

CASE NO. 14-20S)
(Concord Crossroads 2004)

WHEREAS, a preliminary and final plat application has been submitted to the City for property legally described as;

Lot 1, Block 1, Concord Crossroads, Dakota County, Minnesota, according to the recorded plat thereof.

WHEREAS, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on July 1, 2014;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final Plat of Concord Crossroads 2nd Addition is hereby approved subject to the following conditions:

1. The placement of a sign easement does not automatically approve any new signage. Any new signage proposed must be approved through the PUD process and comply with the Arbor Pointe PUD ordinance as it would be a change to the approved PUD plan.

Passed this _____ day of _____, 2014.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VACATION OF THE PUBLIC STREET, DRAINAGE AND UTILITY EASEMENTS LYING WITHIN LOT 1, BLOCK 1, CONCORD CROSSROADS

CASE NO. 14-20S
(Concord Crossroads 2004)

WHEREAS, a petition has been duly presented to the City of Inver Grove Heights, signed by the owner of the property of the following described street, drainage and utility easements situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

> **The drainage and utility easements lying within Lot 1, Block 1, Concord Crossroads, Dakota County, Minnesota, dedicated in the plats of Concord Crossroads and Arbor Crest, said Dakota County;**
>
> **And**
>
> **The street and utility easements per Document No. 2004032 lying within Lot 1, Block 1, Concord Crossroads, Dakota County, Minnesota.**

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on July 1, 2014, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said public street, drainage and utility easements would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described public street, drainage and utility easements are hereby vacated pursuant to M.S.A. 412.851.

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

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

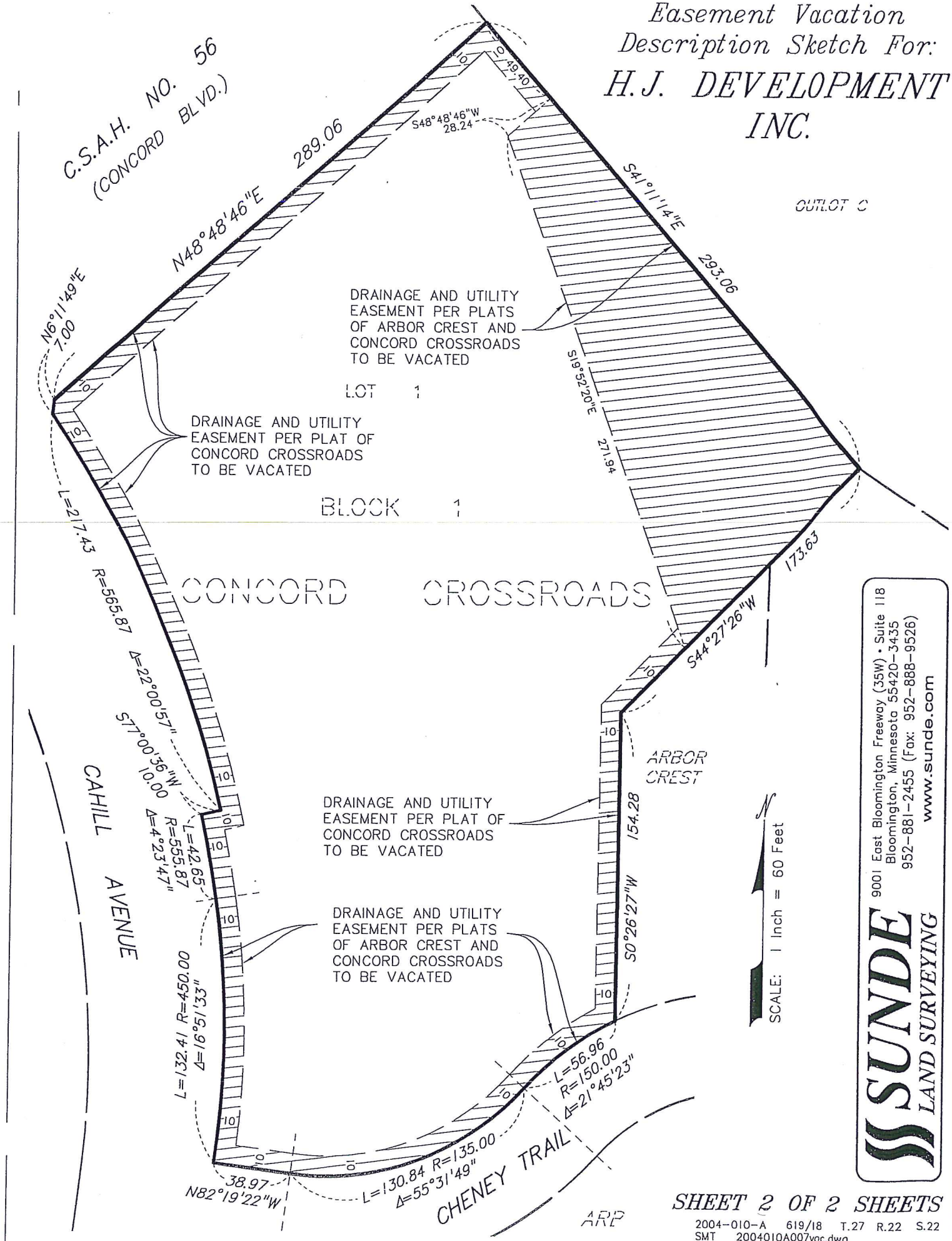
Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Easement Vacation Description Sketch For: H.J. DEVELOPMENT INC.



SUNDE LAND SURVEYING
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Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com

SHEET 2 OF 2 SHEETS

2004-010-A 619/18 T.27 R.22 S.22
SMT 2004010A007vac.dwg

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 2, BLOCK 1, CONCORD CROSSROADS 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT ("Easement Agreement") is made this ____ day of _____, 2014, by and between Concord Crossroads 2004, LLC, a Minnesota limited liability company (hereinafter referred to as "**Grantor**") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "**City**").

WHEREAS, Grantor is the fee owner of the land located in Dakota County, Minnesota, more fully described in the Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as the "**Property**").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "**Restricted Easement Area**"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, on trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area. Notwithstanding the foregoing, the City acknowledges and agrees that the vegetation located in the Restricted Easement Area as shown in the attached Site Plan attached hereto as Exhibit C and fully incorporated herein by reference shall be permitted to remain and does not violate the terms of this Agreement.

3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; *provided, however*, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the restricted Easement Area.

4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.

5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:

    a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.

    b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.

    c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.

6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.

7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

   a. **Specific Performance.** The City may specifically enforce this Easement Agreement.

   b. **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("**DPW**") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given reasonable time, as determined by the DWP, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the required contained in this Sections relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP that may result in injury to property or third parties, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement with first giving 24 hours advance written notice to the Grantor but without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/ or tax certification of such costs.

   c. **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for

compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing ("**Due Date**") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

d. **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall insure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assign of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

13. **Notices**. All notices, statements, demands, approvals or other communications to be given pursuant to this Easement Agreement must be in writing, addressed to the parties and will be delivered in person, or by certified or registered mail, postage prepaid, to the following addresses, or to any other address which the parties may from time to time designate:

If to the Grantor to: Concord Crossroads 2004, LLC
c/o H.J. Development, Inc.
15600 Wayzata Blvd, Suite 201
Wayzata, MN 55319
Attn: President

If to the City: City Hall
Attn: Deputy City Clerk

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUTNY OF DAKOTA)

On this ____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed 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

GRANTOR
CONCORD CROSSROADS 2004, LLC

Jeffrey Carriveau
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2014, before me a Notary Public within and for said County, personally appeared Jeffrey J. Carriveau, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Concord Crossroads 2004, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Concord Crossroads 2004, LLC by authority of the Boards of Governors of Concord Crossroads 2004, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Beth G. Timm
Gerstein- Timm PLLC
100 Prairie Center Drive, Suite 210
Eden Prairie, MN 55344
(952) 932-9987

AFTER RECORDING PLEASE RETURN TO:
Beth G. Timm
Gerstein- Timm PLLC
100 Prairie Center Drive, Suite 210
Eden Prairie, MN 55344
(952) 932-9987

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 2, Lock 1, Concord Crossroads 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

PROPOSED EASEMENT DESCRIPTION

An easement over and across that part of Lot 2, Block 1, CONCORD CROSSROADS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of a line described as commencing at the southwest corner of said Lot 2; thence on an assumed bearing of South 82 degrees 19 minutes 22 seconds East, along the southerly line of said Lot 2, a distance of 25.57 feet to a point of curvature in said southerly line of Lot 2; thence northeasterly 4.43 feet on a tangential curve concave to the northwest, having a radius of 135.00 feet and a central angle of 1 degree 52 minutes 49 seconds to the point of beginning of the line to be described; thence North 39 degrees 09 minutes 23 seconds West 43.66 feet to the westerly line of said Lot 2 and said line there terminating.

NOTE: Said plat of CONCORD CROSSROADS 2ND ADDITION has not been recorded as of the date of this sketch.

DEPICTION OF EASEMENT AREA
(ATTACHED)

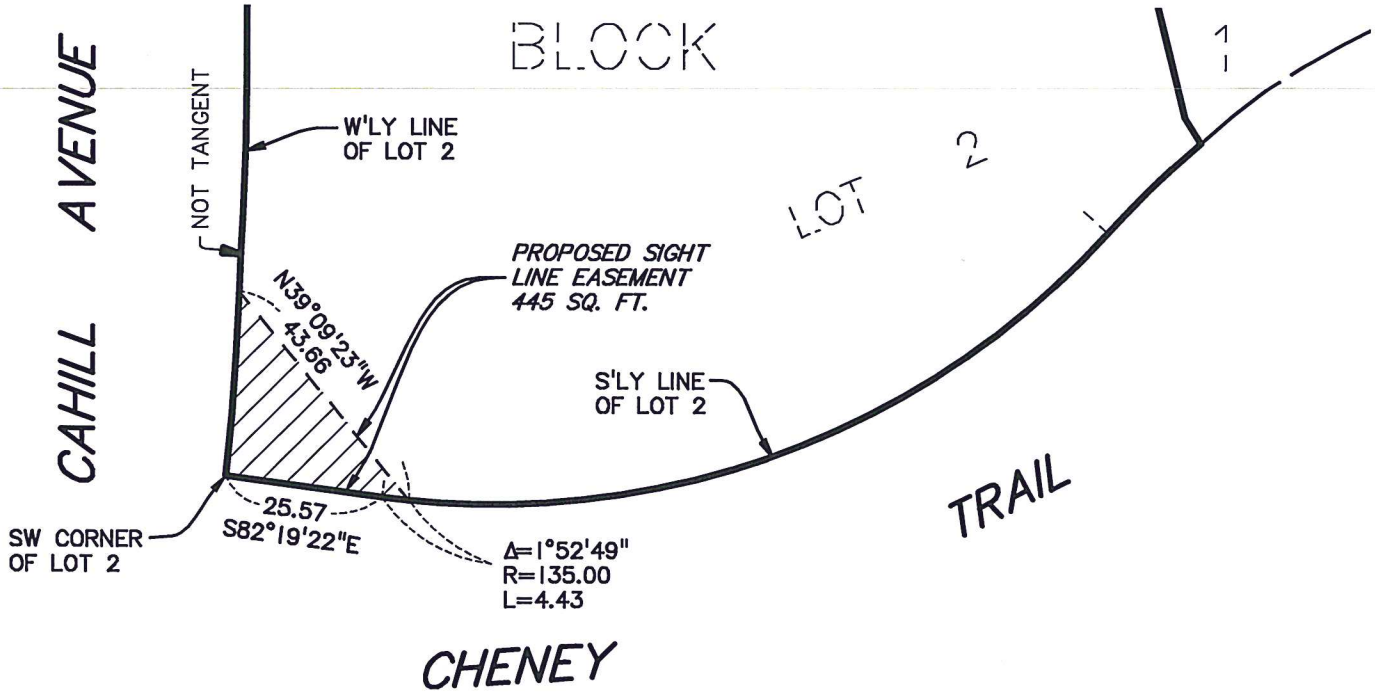
Proposed Sight Line Easement Description Sketch For:

H.J. DEVELOPMENT INC.

PROPOSED EASEMENT DESCRIPTION

An easement over and across that part of Lot 2, Block 1, CONCORD CROSSROADS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of a line described as commencing at the southwest corner of said Lot 2; thence on an assumed bearing of South 82 degrees 19 minutes 22 seconds East, along the southerly line of said Lot 2, a distance of 25.57 feet to a point of curvature in said southerly line of Lot 2; thence northeasterly 4.43 feet on a tangential curve concave to the northwest, having a radius of 135.00 feet and a central angle of 1 degree 52 minutes 49 seconds to the point of beginning of the line to be described; thence North 39 degrees 09 minutes 23 seconds West 43.66 feet to the westerly line of said Lot 2 and said line there terminating.

NOTE: Said plat of CONCORD CROSSROADS 2ND ADDITION has not been recorded as of the date of this sketch.



SCALE: 1 Inch = 30 Feet

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

Dated this 16th day of June, 2014

SUNDE LAND SURVEYING, LLC.

By: Mark S. Hanson

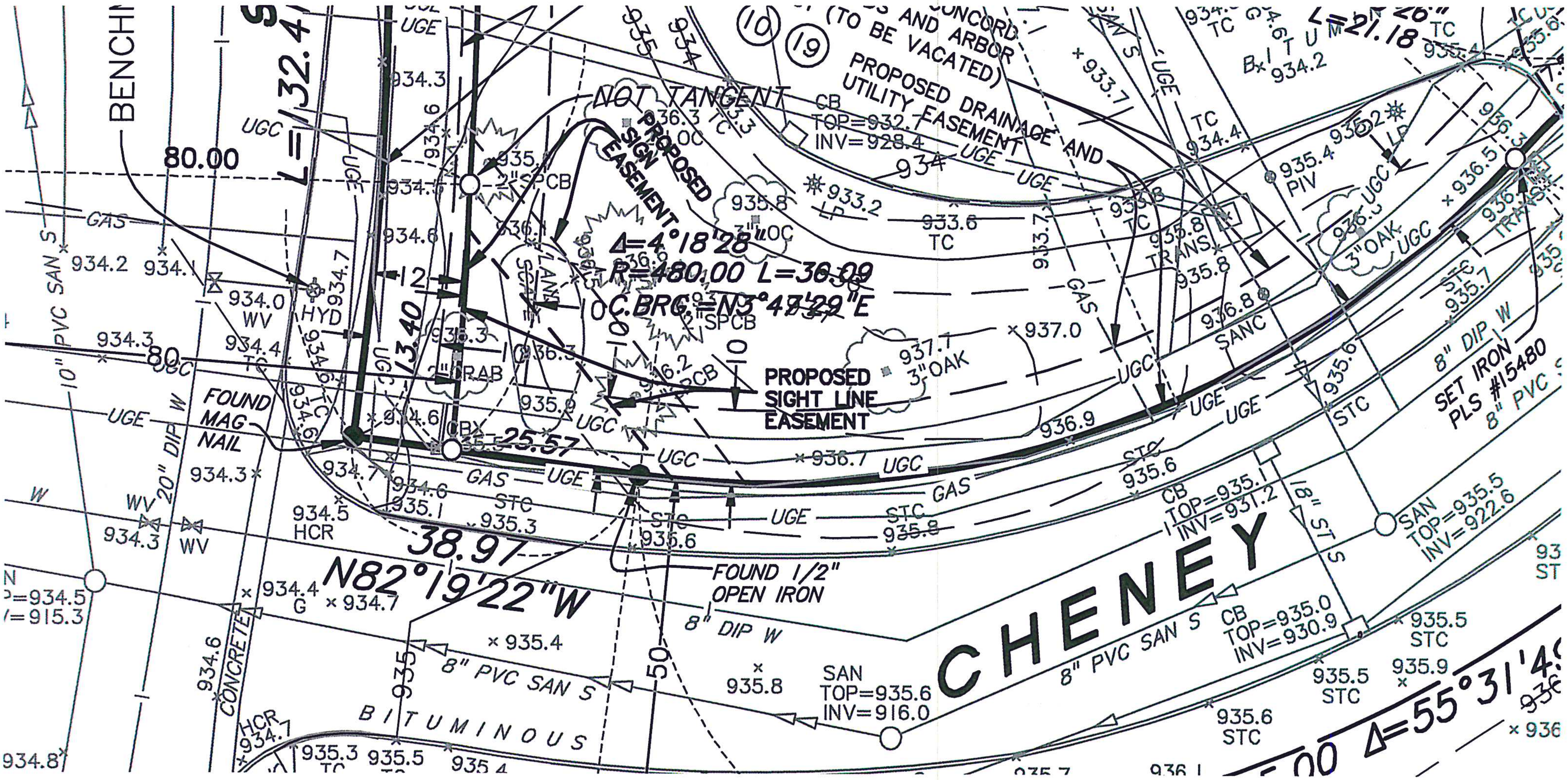
Mark S. Hanson, P.L.S. Minn. Lic. No. 15480

SUNDE LAND SURVEYING
9001 East Bloomington Freeway (35W) • Suite 118
Bloomington, Minnesota 55420-3435
952-881-2455 (Fax: 952-888-9526)
www.sunde.com

2004-010-A 619/18 T.27 R.22 S.22
SMT 2004010A011.dwg

EXHIBIT C

SITE PLAN SHOWING LANDSCAPING AND UTILITIES LOCATED WITHIN THE RESTRICTED EASEMENT AREA AS OF THE DATE OF THIS AGREEMENT-ATTACHED



CHENEY
(TO BE VACATED)
PROPOSED DRAINAGE AND UTILITY EASEMENT
NOT TANGENT
PROPOSED SIGN EASEMENT
Δ=4°18'28"
R=480.00 L=36.09
C.BRG.=N3°47'29"E
PROPOSED SIGHT LINE EASEMENT
FOUND MAG NAIL
FOUND 1/2" OPEN IRON
SET IRON PLS #15480
N82°19'22"W
38.97
25.57
13.40
12
80.00
L=21.18
Δ=55°31'4
CB TOP=932.7 INV=928.4
CB TOP=935.1 INV=931.2
CB TOP=935.0 INV=930.9
SAN TOP=935.5 INV=922.6
SAN TOP=935.6 INV=916.0
8" PVC SAN S
10" PVC SAN S
18" ST S
8" DIP W
20" DIP W
BITUMINOUS
CONCRETE
3" OAK

FIRE HYDRANT LICENSE AGREEMENT
LOT 1, BLOCK 1, CONCORD CROSSROADS 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 28th day of July, 2014, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Concord Crossroads 2004, LLC, a Minnesota limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Concord Crossroads 2004, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Lot.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Lot.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

1.7 **Responsible Owner.** Responsible Owner means the fee title owner of the Subject Lot.

1.8 **Subject Lot.** Subject Lot means that certain real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described on the attached Exhibit B.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Subject Lot.

Recital No. 2. The City is willing to allow the plat of Concord Crossroads 2nd Addition to be recorded if, among other things, Landowner executes this Fire Hydrant License Agreement.

Recital No. 3. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and

b.) provide a mechanism where the City may charge-back to the Subject Lot any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Lot and Landowner is currently the only Responsible Owner.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Fire Hydrants.** Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner.

3.2 **Maintenance of Fire Hydrants.** The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Lot owned by the Responsible Owner for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the Maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of Maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the Maintenance costs that are being imposed hereunder upon the Subject Lot.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain of the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Lot for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Plat. The City agrees that if the conditions set forth herein and if the conditions set forth in the Council resolutions relating to the plat of Concord Crossroads 2nd Addition are met, the City will allow plat of Concord Crossroads 2nd Addition to be recorded.

ARTICLE 5
MISCELLANEOUS

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

This Agreement also applies to all after-acquired title of the parties.

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

amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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:
CONCORD CROSSROADS 2004, LLC

_____
Jeff Carriveau
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Jeff Carriveau, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Concord Crossroads 2004, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Concord Crossroads 2004, LLC by authority of the Boards of Governors of Concord Crossroads 2004, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
STANDARD OF MAINTENANCE

5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.** It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.

Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
   a. External inspection of paint, caps, chains, etc.
   b. Checking traffic type hydrants for damage to the breakaway feature.
   c. Using a listening device to check the main valve for leakage.
   d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
   e. Verifying the hydrant drains properly.
   f. Cycling the hydrant from full open to full close.
   g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

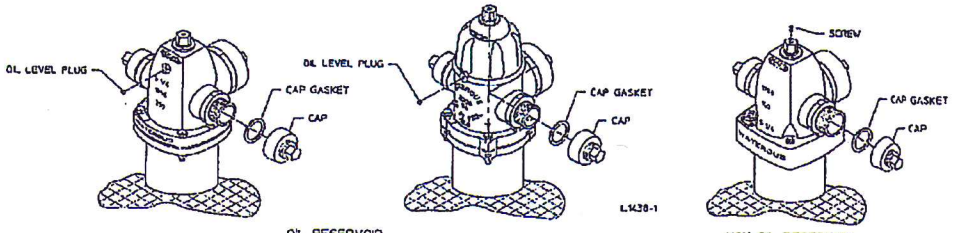
MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual *M17 for Installation, Field Testing, and Maintenance of Fire Hydrants*. The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**

   Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**

   Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



OIL RESERVOIR HYDRANT

NON-OIL RESERVOIR HYDRANT

Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

PACER - TROUBLESHOOTING GUIDE

WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem	Solution
1. Operating nut turns freely but hydrant does not open.	1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Hydrant will not shut off or ground around hydrant is highly saturated.	2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following: a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel). b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly. c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat. d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. External leakage is noticed around the operating nut.	3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Operating nut is extremely hard to turn.	4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING. Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if neces-sary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. Note: **Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Water is dripping around nozzles.	5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Hydrant will not drain properly.	6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT LOT

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

> Lot 1, Block 1, Concord Crossroads 2nd Addition, according to the recorded plat thereof, on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

FIRE HYDRANT LICENSE AGREEMENT
LOT 2, BLOCK 1, CONCORD CROSSROADS 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 28th day of July, 2014, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Concord Crossroads 2004, LLC, a Minnesota limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** Landowner means Concord Crossroads 2004, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **Fire Hydrants.** Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Lot.

1.5 **Maintenance, Maintain, or Maintained.** Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Lot.

1.6 **Standard of Maintenance.** Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

1.7 **Responsible Owner.** Responsible Owner means the fee title owner of the Subject Lot.

1.8 **Subject Lot.** Subject Lot means that certain real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on the attached Exhibit B.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Subject Lot.

Recital No. 2. The City is willing to allow the plat of Concord Crossroads 2nd Addition to be recorded if, among other things, Landowner executes this Fire Hydrant License Agreement.

Recital No. 3. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and

b.) provide a mechanism where the City may charge-back to the Subject Lot any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Lot and Landowner is currently the only Responsible Owner.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Fire Hydrants.** Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner.

3.2 **Maintenance of Fire Hydrants.** The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Lot owned by the Responsible Owner for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the Maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of Maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the Maintenance costs that are being imposed hereunder upon the Subject Lot.

3.7 **Obligation For Maintenance Notwithstanding Public Easement.** The Responsible Owner agrees that its obligation to Maintain of the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Lot for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4
CITY'S COVENANTS

4.1 **Approval of Plat.** The City agrees that if the conditions set forth herein and if the conditions set forth in the Council resolutions relating to the plat of Concord Crossroads 2nd Addition are met, the City will allow plat of Concord Crossroads 2nd Addition to be recorded.

ARTICLE 5
MISCELLANEOUS

5.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Lot, and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

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

amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of July, 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:
CONCORD CROSSROADS 2004, LLC

_____
Jeff Carriveau
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of July, 2014, before me a Notary Public within and for said County, personally appeared Jeff Carriveau, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Concord Crossroads 2004, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Concord Crossroads 2004, LLC by authority of the Boards of Governors of Concord Crossroads 2004, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
STANDARD OF MAINTENANCE

5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.** It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.

Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
   a. External inspection of paint, caps, chains, etc.
   b. Checking traffic type hydrants for damage to the breakaway feature.
   c. Using a listening device to check the main valve for leakage.
   d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
   e. Verifying the hydrant drains properly.
   f. Cycling the hydrant from full open to full close.
   g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

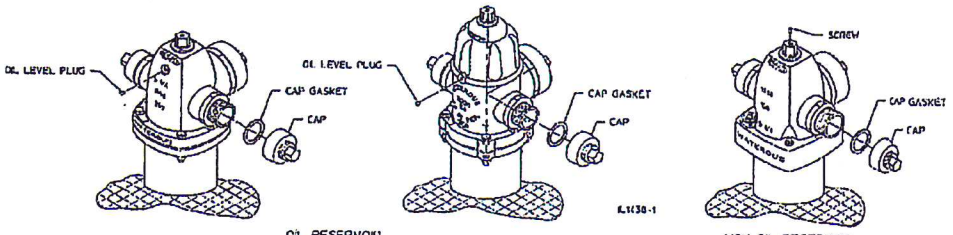
MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual *M17 for Installation, Field Testing, and Maintenance of Fire Hydrants.* The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water light, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**

   Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**

   Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



OIL RESERVOIR HYDRANT

NON-OIL RESERVOIR HYDRANT

Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

PACER - TROUBLESHOOTING GUIDE

WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem	Solution
1. Operating nut turns freely but hydrant does not open.	1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Hydrant will not shut off or ground around hydrant is highly saturated.	2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following: a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel). b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly. c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat. d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. External leakage is noticed around the operating nut.	3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Operating nut is extremely hard to turn.	4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING. Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if neces-sary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. Note: **Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Water is dripping around nozzles.	5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Hydrant will not drain properly.	6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT LOT

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

> Lot 2, Block 1, Concord Crossroads 2nd Addition, according to the recorded plat thereof, on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 1, 2014

SUBJECT: **CONCORD CROSSROADS 2004, LLC – CASE NO. 14-21PUD**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat for a two-lot subdivision to be known as Concord Crossroads 2nd Addition, and a vacation and rededication of various easements, for the property located at 9008 Cahill Avenue. 25 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the landowner is requesting to divide the Concord Crossroads property into two lots for the purpose of providing more opportunity potential. One lot would contain the former Bank of the West building and the other would contain the strip center building. To achieve this, the applicant is requesting approval of a preliminary and final plat and the vacation of existing public drainage and utility easements within the old plat and rededication on the new plat. The applicant would also be dedicating separate private cross parking, access and utility easement. Access to the project will continue as it exists today. Engineering is requiring a site line easement document for the triangle area at the corner of Cahill Avenue and Cheney Trail to prevent any traffic visibility encroachments in this area. Staff recommends approval of the requests with the conditions listed in the report.

Commissioner Simon asked if staff received comments from any of the neighbors.

Mr. Hunting replied they had not.

Commissioner Wippermann asked if the hydrant access easement was a new requirement.

Mr. Hunting replied in the affirmative, stating the engineering and utility departments would like to get the hydrants in public easements when possible so they can control and maintain the hydrants.

Commissioner Wippermann asked if the City had problems with property owners restricting access for hydrant maintenance.

Mr. Hunting replied he was not aware of any past problems.

Commissioner Wippermann stated he was only questioning it because developing procedures and processes where there are no problems would result in additional time and cost to the City and the applicant.

Commissioner Robertson asked staff to clarify the private cross easements being required.

Mr. Hunting advised that in a shared development the cross easements would put on record that each lot can use the access points even though they may not be directly on their parcel.

Opening of Public Hearing
Sue Tarasar, Sunde Land Surveying, 9001 East Bloomington Freeway, advised she was available to answer any questions.

Chair Hark asked if she read and understood the report.

Ms. Tarasar replied in the affirmative.

Commissioner Simon asked if the applicants were aware of Condition No. 4 regarding approvals necessary for any new signage.

Ms.Tarasar replied in the affirmative.

Steve Johnson, 9293 Cheney Trail, asked what the former Bank of the West building could be used for.

Mr. Hunting replied there was a specific set of lower intensity service commercial uses that would be allowed in the Limited Neighborhood Business District, such as another bank, service retail, etc.

Commissioner Klein stated they would be limited by the small amount of parking available.

Mr. Johnson asked if the applicants were proposing to increase the size of the parking lot.

Chair Hark replied that physically nothing would be changing.

Chair Hark closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Wippermann, second by Commissioner Maggi, to approve the request for a preliminary and final plat for a two-lot subdivision to be known as Concord Crossroads 2nd Addition, and a vacation and rededication of various easements, for the property located at 9008 Cahill Avenue, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on July 28, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: June 27, 2014 **CASE NO:** 14-20S

HEARING DATE: July 1, 2014

APPLICANT/PROPERTY OWNER: Concord Crossroads, LLC

REQUEST: Preliminary and Final plat for two lot subdivision and Vacation of drainage and utility easements within the old plat

LOCATION: Arbor Pointe – corner of Concord, Cahill and Cheney Trail

COMPREHENSIVE PLAN: NC, Neighborhood Commercial

ZONING: Limited Neighborhood Business in Arbor Pointe PUD

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

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BACKGROUND

The landowner is seeking to market the vacant old Bank of the West building. In order to provide more opportunity potential, the applicant is requesting to divide the property into two lots, one lot containing the old bank building, the other containing the strip center building. Along with the platting, the applicant is requesting to vacate all of the existing public drainage and utility easement within the old plat and rededicate on the new plat. The applicant would also be dedicating separate private cross parking, access and utility easements. No changes are being proposed to the site plan, so no changes to the PUD approval are required.

Council approved the PUD plans and plat for Concord Crossroads in April, 2004 for a single lot with two commercial buildings. Conditions of approval did not contain any restrictions on future subdivision.

Dividing a multiple building parcel into multiple lots, one for each building, is a common practice. Two examples that come to mind are the Rainbow complex and the Cahill Plaza (McDonalds and Cub Foods complex). Each subdivision was approved as a PUD so there were no internal setbacks and each were set up with easements to address shared parking, access and anything else that was unique to that development. The proposed request would be similar to these other examples.

EVALUATION OF THE REQUEST

Subdivision Plat

Lots and Blocks. The applicant is proposing to divide the existing 2.95 acre parcel into two lots. The lot containing the old bank would be 27,700 square feet in size and the other lot containing the multi tenant building would be 98,300 square feet in size. The Arbor Pointe Ordinance requires a minimum lot size of 10,000 square feet and 100 feet in width. Both lots exceed minimum lot size and each lot exceeds minimum lot width along all street frontages. The proposed lots meet minimum standards.

Setbacks and Parking. As stated earlier, PUD ordinances do not require minimum setbacks from internal property lines. This is to allow such lot configuration and design as proposed. Therefore, there are no standards for buildings and parking space setbacks from the proposed property line. The proposed subdivision does not have any impact on the function of the PUD site plan, nor are any changes being proposed to the buildings and parking lot.

The original project was approved based on an overall parking demand for the two buildings. Since there will be new private cross access and parking easements, both lots will function the same as far as City standards are concerned. Therefore, each lot does not need to provide a certain amount of parking spaces. The applicant illustrates on one of their plans where additional parking will be dedicated on Lot 1 for the benefit of Lot 2. No changes to parking are proposed; therefore parking standards continue to be met with this proposal.

Park Dedication. Park dedication for the entire Arbor Pointe PUD was satisfied and collected at the beginning of the project. Therefore, no additional park dedication is required.

Access. Access to the project will continue as it exists today. The applicant illustrates on plans where the shared access easement description lays out on the lots. Both lots have access to the two existing curb openings. No changes to access are being proposed.

All new internal cross easements must be submitted to the City for the City Attorney to review prior to City Council review.

Sign Easement. The plat drawing depicts a sign area easement on the corner of Cahill and Cheney Trail. The applicant indicates this is being put in place for a possible new free standing sign for a future tenant. The placement of a sign easement does not automatically approve any new signage. Any new signage proposed must be approved through the PUD process and comply with the Arbor Pointe PUD ordinance as it would be a change to the approved PUD plan. Staff has not done any evaluation of a possible sign in this vicinity.

County Review. The plat abuts Concord Boulevard which is a county road. The plat has been sent to the County for their review. Since there are no plans for updates to Concord Boulevard, Staff does not believe the County will have any comments. No comments have been received as of the date of this report. A condition of approval should be that the plat is subject to comments by Dakota County.

Right-of-Way Dedication. A portion of Cahill Avenue is located within a public road easement along the east side, abutting the subject property. As part of the platting process, this easement area will be dedicated as right-of-way on the plat. This makes it easier to note the amount of road right-of-way dedicated in the area. Engineering has reviewed the plat and notes that the amount of right-of-way being dedicated complies with city needs in the area.

Hydrant Easement. Engineering has noted that hydrant easements are being requested when opportunities arise so the city has access to and maintain fire hydrants on properties. Engineering is requesting that a hydrant access easement be granted with this subdivision. The City will draft the documents and it must be signed by the land owner prior to the plat being released for recording.

Corner Sight Line Easement. Engineering is requiring a site line easement document for the triangle area at the corner of Cahill Avenue and Cheney Trail. Purpose of document to control any traffic visibility encroachments in this area. The triangles generally run a distance of 30 feet from the property lines. This document would be drafted by the City and signed by the land owner prior to the plat being released for recording.

Easement Vacations

The applicant is proposing to vacate all of the existing public drainage and utility easements in the current plat of Concord Crossroads. This in effect, cleans up the title of the property as there would be no reference to easements contained within the old plat. The proposed plat would then rededicate all necessary perimeter easements and additional easements needed for utility drainage purposes. The existing road easement along Cahill Avenue noted above would also be vacated. Staff has no concerns with the easement vacations as new easements will be dedicated on the proposed plat.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Preliminary and Final Plat for Concord Crossroads 2nd Addition** subject to the following conditions:

  1. The final plat for recording shall be substantially similar to the final plat drawing on file with the Planning Department dated 6/18/14

  2. All new internal cross easements along with any maintenance agreements must be submitted to the City for the City Attorney to review prior to City Council review.

  3. The plat is subject to comments by Dakota County.

4. The placement of a sign easement does not automatically approve any new signage. Any new signage proposed must be approved through the PUD process and comply with the Arbor Pointe PUD ordinance as it would be a change to the approved PUD plan.

5. A site line easement document for the triangle area at the corner of Cahill Avenue and Cheney Trail shall be required to be dedicated and recorded with the plat.

6. A hydrant access easement shall be required. Document details shall be determined by the City Engineer and the easement shall be recorded with the plat.

- Approval of the **Vacation** of the drainage and utility easements within the plats of Concord Crossroads and Arbor Crest and roadway easement within Concord Crossroads.

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

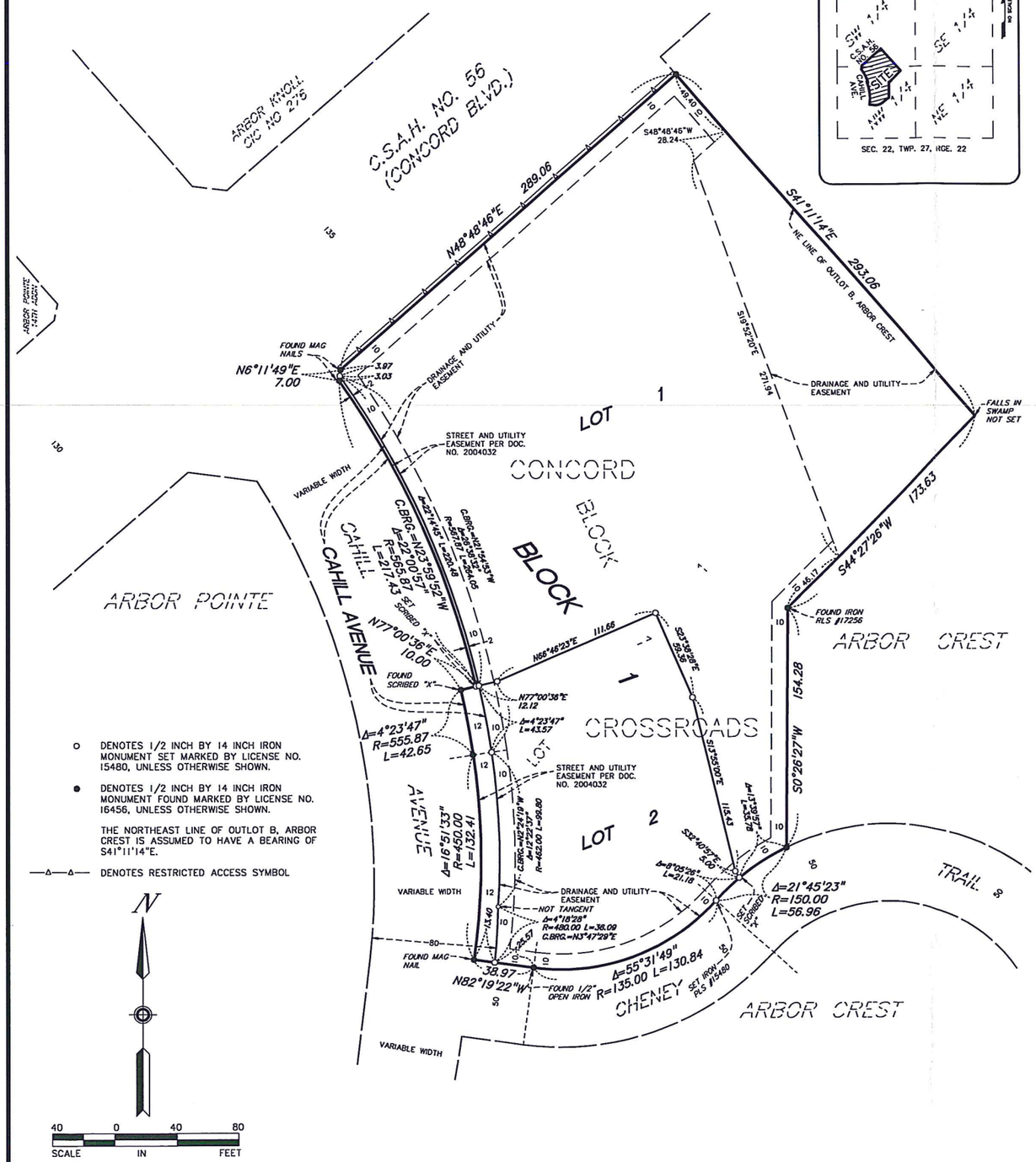
RECOMMENDATION

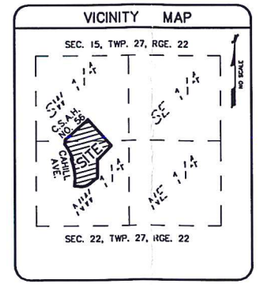
Staff recommends approval of the requests as presented.

Attachments: Site Location
Final Plat
Illustration of Easements being vacated and new easements being proposed

Location Map
Case No. 14-20S

CONCORD CROSSROADS 2ND ADDITION





- ○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET MARKED BY LICENSE NO. 15480, UNLESS OTHERWISE SHOWN.
- ● DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT FOUND MARKED BY LICENSE NO. 16456, UNLESS OTHERWISE SHOWN.

THE NORTHEAST LINE OF OUTLOT B, ARBOR CREST IS ASSUMED TO HAVE A BEARING OF S41°11'14"E.

—Δ—Δ— DENOTES RESTRICTED ACCESS SYMBOL

N

40 0 40 80
SCALE IN FEET

KNOW ALL PERSONS BY THESE PRESENTS: That Concord Crossroads 2004, LLC, a Minnesota limited liability company, owner, and First Commercial Bank, mortgagee of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Lot 1, Block 1, CONCORD CROSSROADS, according to the recorded plat thereof;

Have caused the same to be surveyed and platted as CONCORD CROSSROADS 2ND ADDITION and do hereby donate and dedicate to the public, for public use the public way and the drainage and utility easements as created by this plat.

In witness whereof said Concord Crossroads 2004, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

Signed: CONCORD CROSSROADS 2004, LLC

_____, Chief Manager

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____, 20__, by _____, Chief Manager of Concord Crossroads 2004, LLC, a Minnesota limited liability company, on behalf of said company.

_____
_____
Notary Public, _____ County, _____
My Commission Expires _____

In witness whereof said First Commercial Bank, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

Signed: FIRST COMMERCIAL BANK

BY: _____ its _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____, 20__, by _____, _____ of First Commercial Bank, on behalf of said bank.

_____
_____
Notary Public, _____ County, _____
My Commission Expires _____

I do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20__.

_____
Mark S. Hanson, Licensed Land Surveyor
Minnesota License No. 15480

STATE OF MINNESOTA
COUNTY OF HENNEPIN
The instrument was acknowledged before me on _____, 20__ by Mark S. Hanson.

_____
_____
Notary Public, _____ County, _____
My Commission Expires _____

Inver Grove Heights Planning Commission

Be it known that at a meeting held on this _____ day of _____, 20__, the Planning Commission of the City of Inver Grove Heights, Minnesota, did hereby approve this plat of CONCORD CROSSROADS 2ND ADDITION.

By _____, Secretary By _____, Chair

City Council, City of Inver Grove Heights, Minnesota

This plat of CONCORD CROSSROADS 2ND ADDITION was approved and accepted by the City Council of the City of Inver Grove Heights, Minnesota at a regular meeting thereof held this _____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ Clerk

County Surveyor, County of Dakota, State of Minnesota

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20__.

_____
Dakota County Surveyor

County Board, County of Dakota, State of Minnesota

We do hereby certify that on the _____ day of _____, 20__, the Board of Commissioners of Dakota County, Minnesota, approved this plat of CONCORD CROSSROADS 2ND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

BY: _____
County Board Chair

ATTEST: _____
County Treasurer–Auditor

RECEIVED
JUN 18 2014

Department of Property Records and Revenue

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes due and transfer entered this _____ day of _____, 20__.

_____
County Treasurer–Auditor
Dakota County, Minnesota

DOCUMENT NUMBER _____

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20__ at _____ o'clock __.M., and was duly recorded in Book _____ of _____ on page _____.

_____
County Recorder
Dakota County, Minnesota

SUNDE LAND SURVEYING

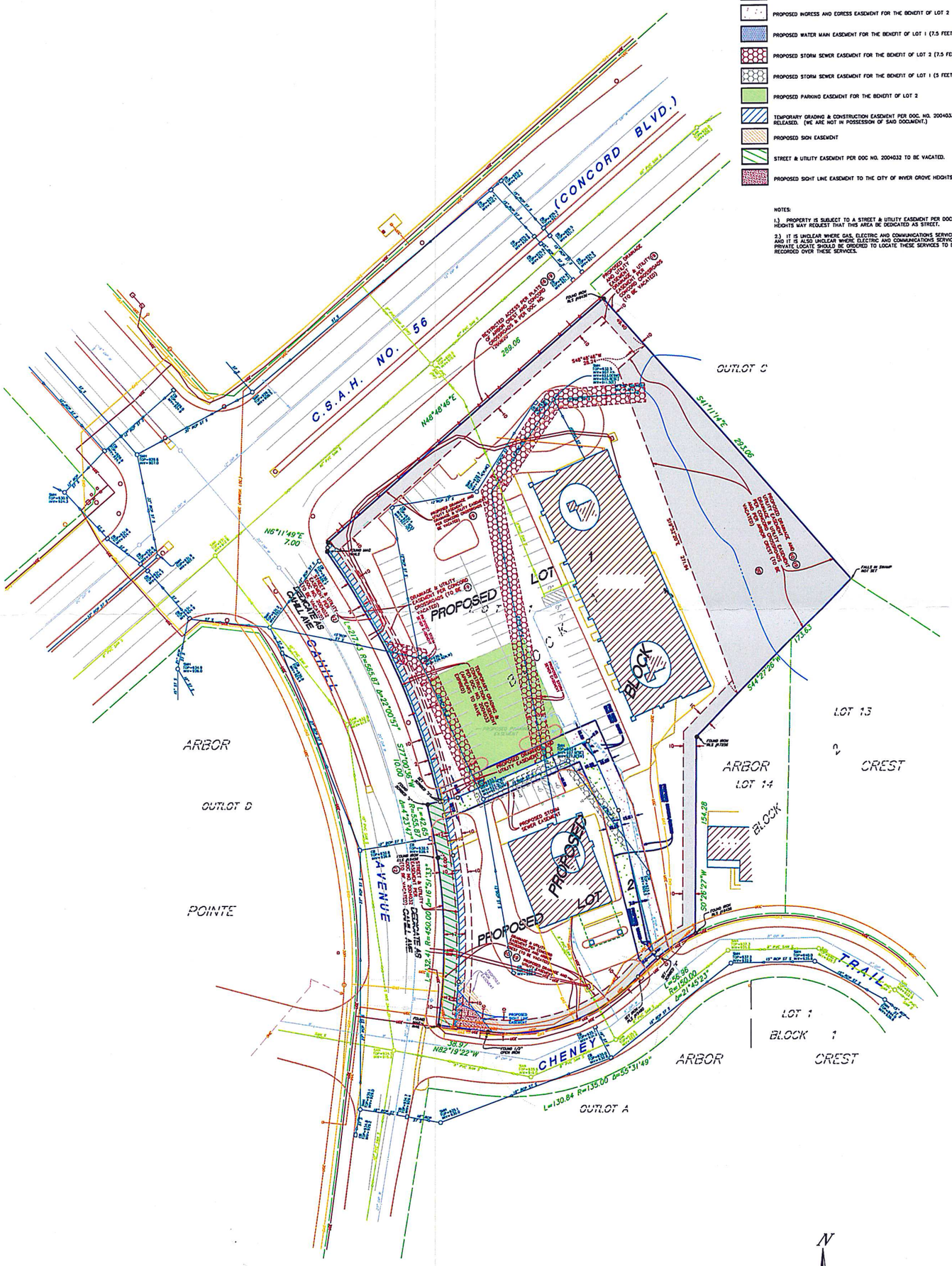
LEGEND:

- DRAINAGE AND UTILITY EASEMENTS PER PLATS OF ARBOR CREST AND CONCORD CROSSROADS PROPOSED TO BE VACATED. SAID DRAINAGE AND UTILITY EASEMENTS WILL BE DEDICATED ON THE PROPOSED PLAT OF CONCORD CROSSROADS 2ND ADDITION
- PROPOSED INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOT 1
- PROPOSED INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF LOT 2
- PROPOSED WATER MAIN EASEMENT FOR THE BENEFIT OF LOT 1 (7.5 FEET FROM CENTERLINE OF WATER PIPE)
- PROPOSED STORM SEWER EASEMENT FOR THE BENEFIT OF LOT 2 (7.5 FEET EACH SIDE OF STORM PIPE)
- PROPOSED STORM SEWER EASEMENT FOR THE BENEFIT OF LOT 1 (5 FEET EACH SIDE OF STORM PIPE)
- PROPOSED PARKING EASEMENT FOR THE BENEFIT OF LOT 2
- TEMPORARY GRADING & CONSTRUCTION EASEMENT PER DOC. NO. 2004033. THIS DOCUMENT HAS EXPIRED OR SHOULD BE RELEASED. (WE ARE NOT IN POSSESSION OF SAID DOCUMENT.)
- PROPOSED SIGN EASEMENT
- STREET & UTILITY EASEMENT PER DOC NO. 2004032 TO BE VACATED.
- PROPOSED SIGHT LINE EASEMENT TO THE CITY OF INVER GROVE HEIGHTS.

NOTES:

1.) PROPERTY IS SUBJECT TO A STREET & UTILITY EASEMENT PER DOC NO. 2004032. THE CITY OF INVER GROVE HEIGHTS MAY REQUEST THAT THIS AREA BE DEDICATED AS STREET.

2.) IT IS UNCLEAR WHERE GAS, ELECTRIC AND COMMUNICATIONS SERVICE THE BUILDING LOCATED ON PROPOSED LOT 2 AND IT IS ALSO UNCLEAR WHERE ELECTRIC AND COMMUNICATIONS SERVICE THE BUILDING LOCATED ON PROPOSED LOT 1. A PRIVATE LOCATE SHOULD BE ORDERED TO LOCATE THESE SERVICES TO BE ABLE TO DETERMINE IF EASEMENTS SHOULD BE RECORDED OVER THESE SERVICES.



N

30 0 30 60
SCALE IN FEET

Revision	By	Date
	SUT	

Drawing Title:
PROPOSED EASEMENTS FOR:
CONCORD CROSSROADS 2ND ADDITION
CONCORD BLVD & CAHILL AVE

SUNDE LAND SURVEYING
www.sunde.com
Main Office: 9001 East Bloomington Freeway (35W) • Suite 118 Bloomington, Minnesota 55420-3435 952-881-2425 (Fax: 952-888-8535)
West Office: Mandan, North Dakota 701-663-5363

Project: 2004-010-A Bk/Pg: 619/18	Date: 06/16/2014
Township: 27 Range: 23 Section: 22	Sheet: 1 of 1
File: 2004010ADD05sketch.dwg	

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CITY OF INVER GROVE HEIGHTS – Case No. 14-23VAC

Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
Consider the following resolution relating to the Vacation of certain drainage and utility easements within the plat of Argenta Hills.

- Requires 3/5th's vote
- 60-day deadline: N/A

SUMMARY
Drainage and utility easements were dedicated on the outlots of the original Argenta Hills plat. As the outlots were replatted, some old easements were vacated and new ones rededicated on the new plats. The drainage and utility easements in question were to be vacated when Argenta Hills 5th was approved. This step was missed in the process and now these old easements need to be vacated as some portions extend into backyards of lots and are not necessary.

ANALYSIS
All of the old easements being vacated have been rededicated on subsequent plats of Argenta Hills. These easements are redundant and should be removed as they impact some backyards on lots.

RECOMMENDATION
Planning Staff: Planning and Engineering both recommend approval of the Vacation as presented.

Planning Commission: Also recommends approval of the Vacation (8-0).

Attachments: Resolution Approving Utility Vacations
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VACATION OF CERTAIN PUBLIC DRAINAGE AND UTILITY EASEMENTS LYING WITHIN THE PLAT OF ARGENTA HILLS

CASE NO. 14-23VAC
(City of Inver Grove Heights)

WHEREAS, the City initiated the vacation of the following described street, drainage and utility easements situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

SEE EXHIBIT A

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on July 15, 2014, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said public drainage and utility easements would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described public drainage and utility easements are hereby vacated pursuant to M.S.A. 412.851.

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

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

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EXHIBITA

PROPOSED DESCRIPTION TO VACATE DRAINAGE AND UTILITY EASEMENTS

All drainage and utility easements as delineated and dedicated on ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota, lying over, under and across the following described property:

That part of Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of Outlot G, ARGENTA HILLS, according to the recorded plat thereof, said Dakota County; thence on an assumed bearing of South 00 degrees 18 minutes 21 seconds East along the west line of said Outlot G, a distance of 75.00 feet, to the southwest corner of said Outlot G; thence North 89 degrees 41 minutes 39 seconds East, along the south line of said Outlot G, a distance of 90.00 feet, to the southeast corner of said Outlot G; thence South 00 degrees 18 minutes 21 seconds East, along the easterly line of said Outlot F, a distance of 40.04 feet, to the south line of Outlot G, ARGENTA HILLS 2ND ADDITION, according to the recorded plat thereof said Dakota County and to the point of beginning of the land to be described; thence South 68 degrees 23 minutes 49 seconds West, along said south line, a distance of 334.30 feet; thence North 84 degrees 45 minutes 16 seconds West, along said south line, a distance of 169.60 feet, to a southwesterly line of said Outlot G; thence North 03 degrees 10 minutes 23 seconds East, along said southwesterly line, a distance of 60.35 feet; thence North 17 degrees 21 minutes 21 seconds West, along said southwesterly line, a distance of 61.75 feet; thence North 36 degrees 24 minutes 12 seconds West, along said southwesterly line, a distance of 70.15 feet; thence North 63 degrees 25 minutes 50 seconds West, along said southwesterly line, a distance of 82.94 feet; thence North 88 degrees 20 minutes 50 seconds West, along said southwesterly line, a distance of 68.03 feet; thence South 69 degrees 14 minutes 12 seconds West, along said southwesterly line, a distance of 68.03 feet, to a westerly line of said Outlot G; thence North 43 degrees 22 minutes 45 seconds West, along said westerly line, a distance of 139.96 feet, to an angle point in said westerly line; thence South 01 degrees 37 minutes 35 seconds West, a distance of 60.09 feet; thence South 25 degrees 30 minutes 47 seconds East, a distance of 80.39 feet; thence South 63 degrees 57 minutes 11 seconds West, a distance of 168.49 feet; thence South 40 degrees 38 minutes 13 seconds West, a distance of 71.30 feet; thence North 64 degrees 01 minutes 37 seconds West, a distance of 88.30 feet; thence North 81 degrees 42 minutes 13 seconds West, a distance of 98.19 feet; thence North 13 degrees 47 minutes 27 seconds East, a distance of 43.85 feet; thence North 72 degrees 59 minutes 50 seconds West, a distance of 99.98 feet; thence North 01 degrees 26 minutes 12 seconds East, a distance of 41.40 feet; thence North 38 degrees 35 minutes 27 seconds West, a distance of 56.79 feet; thence North 71 degrees 34 minutes 25 seconds West, a distance of 30.83 feet, to an internal corner of said Outlot F; thence North 71 degrees 34 minutes 25 seconds West, along an internal line of said Outlot F, a distance of 22.38 feet; thence South45 degrees 39 minutes 11 seconds West, a distance of 84.68 feet; thence North 71 degrees 09 minutes 35 seconds West, a distance of 36.78 feet; thence South 86 degrees 46 minutes 26 seconds West, a distance of 106.42 feet; thence South 73 degrees 43 minutes 40 seconds West, a distance of 80.81 feet; thence South 32 degrees 03 minutes 36 seconds West, a distance of 115.58 feet; thence South 04 degrees 13 minutes 02 seconds East, a distance of 48.01 feet; thence South 17 degrees 44 minutes 40 seconds East, a distance of 73.25 feet; thence South 70 degrees 06 minutes 37 seconds West, a distance of 52.62 feet; thence North 89 degrees 35 minutes 36 seconds West, a distance of 32.04 feet; thence North 62 degrees 09 minutes 31 seconds West, a distance of 284.19 feet; thence North 59 degrees 12 minutes 37 seconds West, a distance of 262.50 feet; thence North 19 degrees 00 minutes 29 seconds East, a distance of 58.10 feet; thence North 37 degrees 54 minutes 36 seconds West, a distance of 27.76 feet; thence South 70 degrees 51 minutes 16 seconds West, a distance of 135.19 feet; thence South 00 degrees 18 minutes 32 seconds East, a distance of 65.98 feet; thence South 59 degrees 12 minutes 37 seconds East, a distance of 12.38 feet, to a southeasterly line of said Outlot F; thence North 30 degrees 47 minutes 23 seconds East, a distance of 43.00 feet, to a southerly line of said Outlot F; thence South 59 degrees 12 minutes 37 seconds East, along said southerly line, a distance of 340.78 feet; thence southeasterly, a distance of 1316.95 feet, along said southerly line and along a tangential curve concave to the northeast, having a central angle of 26 degrees 49 minutes 34 seconds and a radius of 2812.79 feet; thence South 86 degrees 02 minutes 11 seconds East, along said southerly line, a distance of 782.10 feet, to the east line of said Outlot F; thence North 00 degrees 18 minutes 21 seconds West, along said east line, a distance of 105.52 feet; thence North 19 degrees 16 minutes 58 seconds West, along said east line, a distance of 115.03 feet; thence North 06 degrees 06 minutes 06 seconds East, along said east line, a distance of 203.98 feet; thence North 26 degrees 56 minutes 33 seconds East, along said east line, a distance of 31.98 feet; thence North 00 degrees 18 minutes 21 seconds West, along said east line, a distance of 66.49 feet, to the point of beginning.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 15, 2014

SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 14-23VAC**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a vacation of certain public drainage and utility easements within that part of Outlot F, Argenta Hills, for property located on the north side of Amana Trail. 22 notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that when the original plat of Argenta Hills was created there were public drainage and utility easements created along the north side of Amana Trail. As the original Outlot F was replatted into the subsequent phases of Argenta Hills, new easements were dedicated over the old easements and in some areas lots were created as part of the replats over old easements that should have been vacated. This request is to take the action necessary to vacate the redundant public drainage and utility easements that should have been vacated as part of Argenta Hills 5th. Staff recommends approval of the vacation as requested.

Commissioner Klein asked if any of these areas could potentially be developed in the future.

Mr. Hunting replied the outlots would be used strictly for stormwater systems.

Opening of Public Hearing
There was no public testimony.

Chair Hark closed the public hearing.

Planning Commission Recommendation
Motion by Commissioner Klein, second by Commissioner Lissarrague, to approve the request for a vacation of certain public drainage and utility easement5s within that part of Outlot F, Argenta Hills.

Motion carried (8/0). This item goes to the City Council on July 28, 2014.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: June 27, 2014 **CASE NO:** 14-23VAC

HEARING DATE: July 15, 2014

APPLICANT/PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Vacation of certain public drainage and utility easements within the plat of Argenta Hills

LOCATION: North side of Amana Trail within Argenta Hills

COMPREHENSIVE PLAN: N/A

ZONING: N/A

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

---

BACKGROUND

When the original plat of Argenta Hills was created, there were public drainage and utility easements that were created along the north side of Amana Trail for the regional pond in the southeast corner and for drainage systems along the north side of Amana. As the original Outlot F was replatted into the subsequent phases of Argenta Hills, new easements were dedicated over the old easements, and in some areas lots were created as part of replats over old easements that should have been vacated. This request is to take the action necessary to vacate these old redundant public drainage and utility easements that should have been vacated as part of Argenta Hills 5th.

ANALYSIS

Subsequent phases of Argenta Hills have created all the necessary public easements over the original drainage areas and regional storm ponds or the areas have been dedicated as outlots to the City. The old easement encroaches into the back yards of a couple of lots in Argenta Hills 5th along Amana Trail. The vacation action will clean up this encroachment or overlap.

ALTERNATIVES

The Planning Commission has the following alternatives for the requested action:

A. **Approval** If the Planning Commission finds the Vacation of the drainage and utility easements, as shown on the attached exhibit, to be acceptable, the Commission should recommend approval of the request.

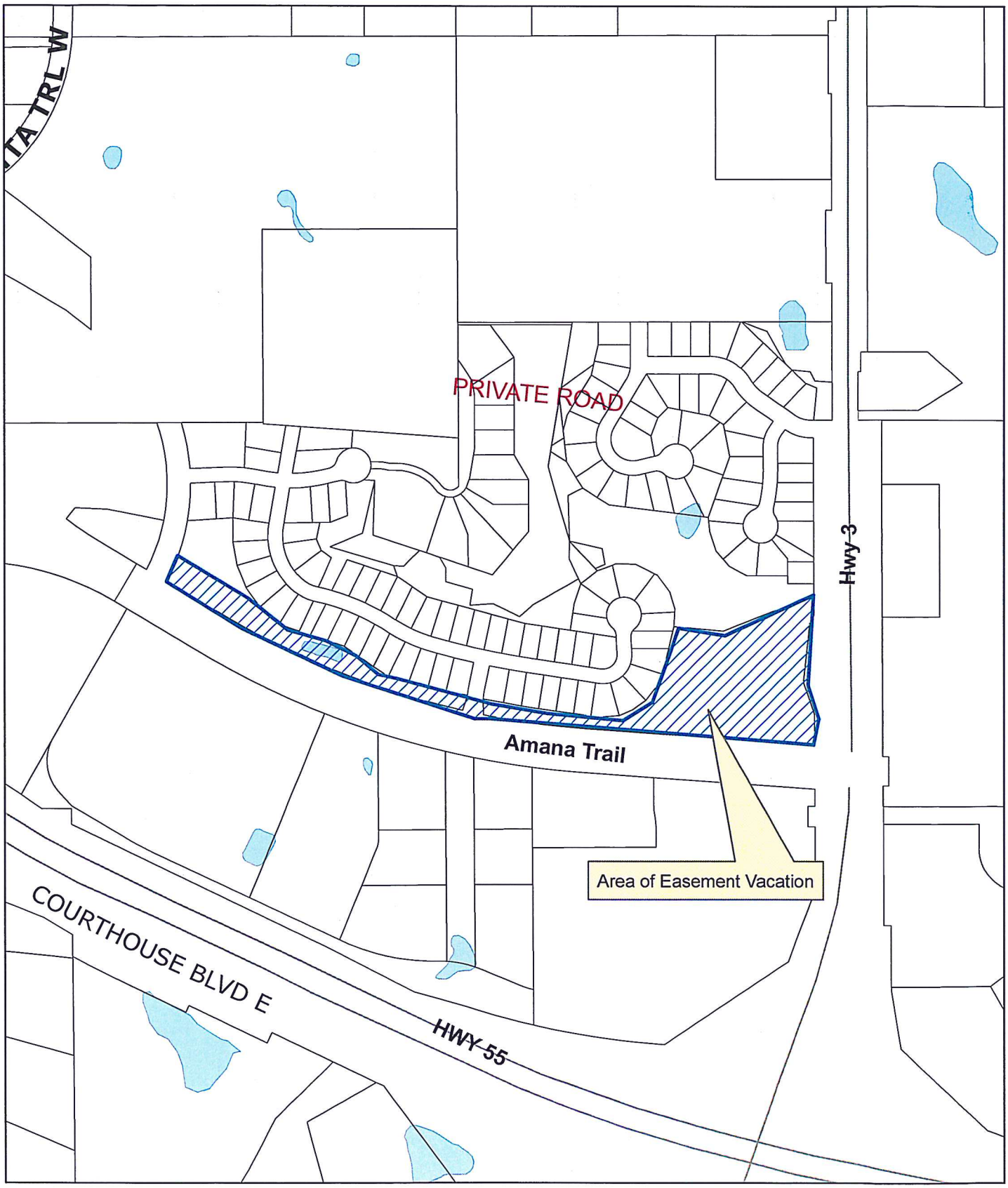
B. **Denial** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

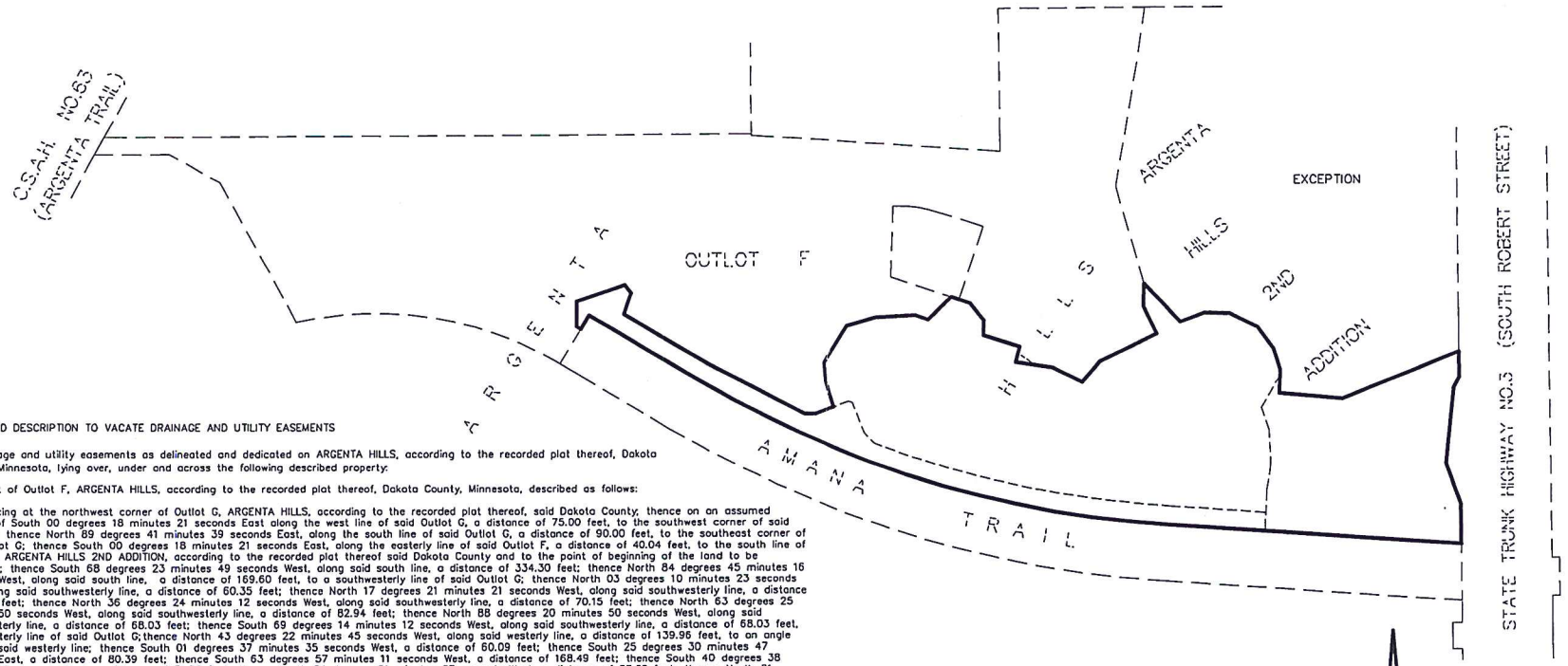
RECOMMENDATION

Based on the information in the preceding report, staff is recommending approval of the vacation of the drainage and utility easements.

Attachments: Area Map
Plat Drawing Showing easements to be vacated

Location Map
Case No. 14-23VAC





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* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

WE HEREBY CERTIFY TO IGH INVESTMENTS LLC THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA, DATED THIS 10TH DAY OF AUGUST, 2012.

REVISED 9/21/12

SIGNED: PIONEER ENGINEERING, P.A.

BY: _____

Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42299

DENOTES DRAINAGE AND UTILITY EASEMENT TO BE VACATED

300 150 0 300
Scale in Feet

Description Sketch for: IGH INVESTMENTS LLC

Cad File: 112118-VACATE D&U EASEMEMT
Folder #: 7441
Drawn by: NJK

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

Sheet 1 of 1

© 2008 Pioneer Engineering

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CITY OF INVER GROVE HEIGHTS – HOUSING COMMITTEE

Meeting Date:	July 28, 2014		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to accepting the Opportunity City Program Summary Report prepared by the Urban Land Institute:

- Requires 3/5th's vote.

The City Council heard a presentation on July 7th on a summary of the Opportunity City Program Summary report presented by Cathy Bennett of the ULI.

At that meeting, the Council directed Staff to bring the information back to a regular session meeting for action by the Council. The Council also discussed having the Housing Committee prepare a short, medium and long term work program based on the needs, opportunities and recommendations laid out in the report. The Housing Committee will develop such a work plan and present it to the Council for further action at a future meeting.

Attachment: Resolution Accepting the Opportunity City Program Summary Report
Opportunity City Program Report (final version)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE OPPORTUNITY CITY PROGRAM SUMMARY REPORT PREPARED BY THE URBAN LAND INSTITUTE

WHEREAS, earlier this year, the City Council authorized the Urban Land Institute (ULI) through the Regional Council of Mayors to commence a housing audit for the city;

WHEREAS, the ULI worked with the City's Housing Committee to prepare the report. Numerous meetings were held with the Housing Committee and City Staff during the preparation of the report;

WHEREAS, on July 7, 2014, the Council heard a presentation by the ULI presenting the report;

WHEREAS, the City Council also directed the Housing Committee to make recommendations based on short, medium and long term projections for implementing key elements of the report.

WHEREAS, the Housing Committee will present their recommendations to the City Council at a later date;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Council accepts the Opportunity Summary Report prepared by the ULI, dated June 2014 and also directs the Housing Committee to prepare recommendations to the City Council on implementation of the report.

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2014.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

ULI Minnesota
Regional Council of Mayors

Inver Grove Heights

Urban Land Institute Minnesota/ Regional Council of Mayors

Opportunity City Program Summary Report

City of Inver Grove Heights

July, 2014

The Opportunity City Program is made possible by sustaining funding from the Family Housing Fund and local contribution from the City of Inver Grove Heights.

FAMILY HOUSING FUND

ULI Minnesota & the Regional Council of Mayors

Urban Land Institute (ULI) Mission:
The Urban Land Institute provides leadership in the responsible use of land and in creating and sustaining thriving communities worldwide. ULI is an independent global nonprofit supported by members representing the entire spectrum of real estate development and land use disciplines.

ULI Minnesota Mission:
ULI Minnesota actively engages public and private sector leaders to foster collaboration, share knowledge and join in meaningful strategic action to create thriving, resilient communities.

Regional Council of Mayors (RCM)
Supported by ULI Minnesota, the nationally recognized Regional Council of Mayors represents Minneapolis, Saint Paul and 52 municipalities in the developed and developing suburbs. This collaborative partnership provides a nonpartisan platform that engages mayors in candid dialogue and peer-to-peer support, and builds awareness and action for a more connected, more sustainable and prosperous region.

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Opportunity City Program Report
Summary – Inver Grove Height's Story

Program Goals/Outcomes:

The goal of the Opportunity City Program is to build on the collaborative relationships among Regional Council of Mayors (RCM) and Urban Land Institute MN (ULI/MN) professionals to identify and implement best practices that support a full range of housing choices for economic stability and regional prosperity.

The City of Inver Grove Heights is the ninth metropolitan suburban community to participate in the ULI MN/RCM Opportunity City Program. Inver Grove Heights Mayor, **George Tourville**, is a member of the RCM. The Inver Grove Heights staff and the Housing Committee contributed countless hours in the collection of information, evaluation of tools and strategies and coordination related to the housing audit.

By working together and learning from each other, the expected outcome of the process is to develop an approach that identifies local housing tools and strategies in support of housing choices. In addition, implementation of new tools and strategies will enable suburban cities to better prepare themselves for the future through preservation, rehabilitation and production of quality housing units, use of regulatory incentives, incorporating sustainability and connecting housing to jobs and transportation networks.

Process: The Housing Audit:

1.) Review of the housing framework.
2.) Analyze community change data as it relates to demographic and household data.
3.) Review and evaluate existing city tools and strategies surrounding the preservation and production of a full range of housing choices.
4.) Identify specific recommendations for local implementation.

Inver Grove Heights' Story

The City of Inver Grove Heights is located 10 miles south of the City of St. Paul with a current population of 33,500 residents. In the 1850's Inver Grove Heights was settled by German and Irish immigrants for the rich farmland, abundant wooded areas and access to fishing along the river. Incorporated as a township in 1858, a portion of Inver Grove Heights became a city in 1909 as the growth of the community village prospered along the river with the movement of goods by water and accessibility by train. Surviving as a rural township and prosperous village independently for over 100 years, in 1965 the two merged to create the City of Inver Grove Heights constituting the boundaries known today. The City has evolved into a developing single family community with new housing choices but also continues to maintain considerable amount of large lot rural land keeping with its historical character of villages and quite peaceful open spaces.

The current housing sector makes up an estimated 82% of the City's tax base. Higher densities and mixed land uses are planned within the Northwest Area and Concord Neighborhoods to accommodate growth to more than 47,260 people by 2030. It is projected that there will be a demand for 4,200 new housing units by 2030 of which 13% will be demanded by households of lower incomes according to a recent market study conducted by the Dakota County Community Development Agency (DC-CDA).

It is important to offer tools and strategies that meet the needs of new, young households and maintaining existing residents as they age. Working with the housing market to provide diverse new opportunities is critical in addition to reinvesting in the existing homes to meet future market demands.

Currently, the existing older single family homes provide affordable housing options in the City along with townhome and senior housing supported with funds by DC- CDA. Older single-family homes are attractive as starter homes and are mostly affordable as first-time purchase options, if available. Aging in place is a phenomenon that Inver Grove Heights is experiencing. The overall turnover rate (the rate that the City's housing is changing hands) is an average of 6% annually. Those ages 35 and under turnover 18% annually and those over age 55 are turning over much less at 3% annually. The older households who live in the City are staying in existing homes longer than the younger households. If the current patterns continue and without more diverse housing options, Inver Grove Heights' large middle to older age group will remain; limiting opportunities for younger first time homeowners and entry level renters to find homes in the City. Opportunities for neighborhood regeneration, options for residents as they age and new mixed housing types and values will be important as the City ages and evaluates land uses in redevelopment and vacant areas.

As the City moves forward an important community housing (and economic development) policy and family\household retention strategy should include investing in neighborhood amenities important to future generations, providing key infrastructure assets and supporting more diverse housing options for younger and older resident, both owner occupied and rental. Retaining the vibrancy of existing schools is an important element of the community's neighborhood plan and social fabric. By understanding the community demographic balance and supporting enough housing for younger child-raising families, the City will have a stabilizing effect upon the schools within the community. Helping spur development so that mixed income and higher density development can occur will allow the City to be economically and competitively viable, offering a choice of housing types as well as providing housing price diversity.

The Opportunity City Pilot Program has five key themes in support of a full range of housing choices.

- Production of housing units that support varied resident life cycles and incomes
- Preservation and rehabilitation
- Use of regulatory incentives
- Sustainability
- Jobs/housing balance connected to transportation system

A key part of the Opportunity City process is to review the existing goals and policies to understand how they align with the City's ability to support a full range of housing choices which is critically important to be competitive in attracting and retaining future residents and economic growth.

EXISTING HOUSING GOALS & POLICIES:

The review of the City of Inver Grove Heights role in housing including principles and policies which support housing preservation, rehabilitation, and the creation of new housing units as outlined in the City's Comprehensive Plan dated March 2010 are summarized below. [*More detail on the City's existing goals and policies provided in Appendix 1.*]

Residential Variety Guiding Principle

Neighborhood areas will provide a mix of housing that affords residents the opportunity to move into alternative forms of housing as their needs change over time based upon the following policies.

Production of housing units that support varied resident life cycles and incomes.

- Maintain land use of a sufficient supply at 6 units or more per net acre.
- Partner to integrate affordable housing into larger development projects rather than single developments.
- Partner to locate affordable housing in areas of the community that have (or will have) adequate transit services or in close proximity to major employment centers.
- Maintain a balanced supply of housing available for people at all income levels and unit types.
- Provide a mix of housing types through planned unit development ordinances.
- Promote multi-family housing and mixed use in areas physically suited for higher densities.
- Explore innovative zoning and development to achieve residential goals and policies.

Mission Statement:
The mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant community.

The City's role in housing.

The City of Inver Grove Heights does not develop or build housing. Actual development of housing is a function of the market place through public and private housing developers and lenders. Through legislative powers, the City has the responsibility to enact planning, zoning and building laws that regulate housing development. It is also the responsibility of the City to ensure an adequate level of services to maintain strong neighborhoods.

Preservation and rehabilitation.

- Promote ongoing maintenance through code compliance, homeowner education and technical resources.

Jobs/housing balance connected to transportation systems.

- Partner with housing agencies for financing and maintain zoning and subdivision regulations to allow construction of workforce housing.

Sustainability

- Establish a housing pattern that respects the natural environment.
- Require the integration of open spaces within residential developments.
- Encourage new technologies and innovations in home building to reduce housing costs, conserve energy and conserve water resources while maintaining a safe and healthy living environment.

EVALUATE COMMUNITY FACTORS:

In every city, there are internal and external factors that challenge the city's ability to provide a full range of housing choices. In Inver Grove Heights, the following factors were evident, as determined through interviews with staff, review of city documents and a survey of local policy leaders. [*More detail on the survey of policy leasers is provided in Appendix 2.*]

The Pines

Land Topography and Municipal Service Cost

- The topography of most of the vacant land in the City is hilly and scattered with wetlands. This along with the costs of bringing municipal services to the sites increases the cost of development.

Middle-income housing is the predominant type

- Single-family homes built in the late 80s, and early 90s is the predominant housing type. If well maintained, these homes are attractive to growing families when they become available through turnover.
- Recent new housing is providing opportunity for higher valued homes for households as they become upwardly mobile.
- There are options for multi-family living and rental housing but vacancies are very low at 2% and demand remains high for new options of this type.
- New housing being built is not at a price that lower – middle income and first time buyers can afford due to high vacant land prices.

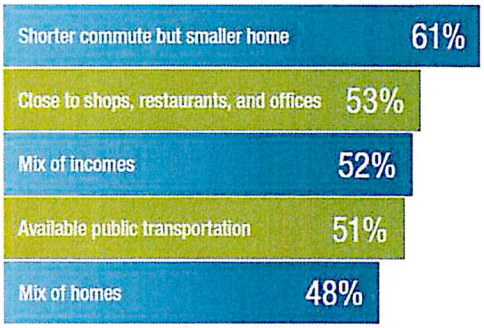
Community Attribute Preferences, by Generation
Percentage preferring to live in a community with these attributes

	All adults	Gen Y	Gen X	Baby boomers	War babies/ silent generation
Shorter commute/smaller home	**61**	54	54	72	65
Proximity to mix of shops, restaurants, and offices	**53**	62	50	49	51
Mix of incomes	**52**	52	53	53	47
Public transportation options	**51**	55	45	52	48
Mix of homes	**48**	59	47	42	44
Percentage choosing three or more of these compact development attributes	***54***	*59*	*49*	*57*	*51*

Community opposition to higher density, rental and housing for lower income residents

- The City has experienced negative perceptions by residents regarding rental and affordable housing.
- There is the perception that there is inconsistency in the direction by policy leaders with regards to supporting higher density, rental and lower value housing development.

Percentage indicating a Preference for These Community Attributes



Limited Market Demand for Mixed-Use Higher Density Development

- The market is demanding lower-moderate density single family development as the prices and rents do not support the cost of increased density.
- Large vacancies within newer commercial areas are limiting new mixed use development.
- Limited transportation and transit service is a disadvantage to attracting higher density uses.

According to ULI Terwilliger Center for Housing, 54% of all adults surveyed in 2013 chose three or more compact development attributes.

PROGRAM REVIEW:

Inver Grove Heights partners with the Dakota County Community Development Agency (DC-CDA). The partnership supports a variety of housing programs for home renovation and redevelopment as well as housing for low income households and older adults. The programs target a wide range of incomes and specific housing issues from health and safety items to large renovations and infill development. The following is a summary of the programs reviewed as part of the housing audit. [*More detail on the programs provided by DC-CDA are in Appendix 3.*]

Single-Family Reinvestment Approach. Several programs target single-family renovation. In Inver Grove Heights since 2008, the DC-CDA has invested an estimated $83,000 in single-family renovation annually.

- **CDBG deferred home renovation loans.** Targets health and safety renovation and serves lower incomes. Residents are provided with approximately 8 loans each year and 49 total loans have been issued since 2008. The City residents utilized approximately 10% percent of the county-wide funds for a total of $580,000 in loans over the past 6 years. The average loan issued was approximately $12,000.

Housing for Older Adults. Specific housing has been built for older adults who are typically on fixed incomes through the DC-CDA's Senior Housing Program.

- Supports older adults over age 55 with household incomes of $51,150 or less for a family of two.
- Provides rental apartment housing for rent at a range of $385-$699 for one bedroom and $567-$885 per month for two bedrooms.
- There are three separate projects in Inver Grove Heights for a total of 177 units.

Family Housing. Family Townhouse Program and Scattered Site housing supports housing affordable to lower incomes families.

- Supports families with an average annual income of $30,000.
- Provides rental housing for less than $700 per month on average depending upon bedroom size.
- There are 81 townhome units under this program at Lafayette, Spruce Pt and Inver Hills and 11 scattered site units.

First Time Homebuyers. DC-CDA also provides homebuyer, pre-purchase counseling, mortgage financing and downpayment assistance. The downpayment assistance is up to $10,000 for first time homebuyers.

- Since 2013, 5 first time homebuyers have accessed funding through this new program for homes in Inver Grove Heights.

Rental Assistance. Rental vouchers are provided by DC-CDA, providing assistance to 146 Inver Grove Heights residents. The rental vouchers are critical to households making less than an average annual income of $21,000 for one and to $41,000 for households of four.

OFFICIAL CONTROLS & LAND USE STRATEGIES

The City uses its land use and official controls to support and promote development and redevelopment of the City's housing stock and use of land. [*More detail on the City's use of official controls and land use strategies is provided in Appendix 4.*]

- **Planned Unit Development (PUD).** The City uses the PUD process to accommodate a variety of densities and transitions to existing neighborhoods.
- **Mixed Use Zoning and Area Plans.** The City has created mixed use zones in the NorthWest Area and small area plans in the Concord Neighborhood to provide guidance in developing higher density and a mix of uses.
- **Tax Increment Financing (TIF).** The City uses TIF for redevelopment on a limited basis. TIF was used for housing in 2010 and prior to that 2004.
- **Property Acquisition.** The City has proactively purchased property within redevelopment areas of the City specifically the Concord Neighborhood. In addition, the City has purchased and torn down older homes as part of flood mitigation. Many of these homes were of lower value
- **Minimal Code Enforcement.** The City provides code enforcement for residential areas addressing exterior issues on a complaint basis only. The City does not have a rental licensing program but has had policy conversations recently on the cost and benefits of a stronger policy and program.

Community Change Report - Key Points

COMMUNITY CHANGE—KEY POINTS:

The City of Inver Grove Heights (IGH) is dominated by middle aged households with 43% of all households age 35-55. The City enjoys a balance of homeownership and rental occupancy across most all age groups. With 61 percent of all households under age 55, IGH is a fairly young community when compared with other cities. However, all age groups under 55 experienced a decline in growth between 2004 and 2011 which could have a future impact on the stability of local schools, commercial businesses, and city services. Limiting new housing options that are attractive and affordable to the younger age groups, coupled with a continued low turnover in housing (2-3%) by those over age 55 could accentuate the loss of younger households. A lower than average turnover rate, generally below 5%, reduces the availability of housing needed by younger buyers and renters. These and other conclusions are part of the demographic change report provided to Inver Grove Heights. [*The full change report is provided in Appendix 5.*]. The study evaluated household changes by key age groups between 2004-2011. The data is from a unique database which tracks households by property parcel. The following is a brief summary of the key statistics.

Household Growth: Inver Grove Heights has a resident base dominated by households ages 35 to 54 comprising 43% of the total households. However, between 2004–2011, the majority of growth was seen in those 55+ (+1,426), a 37% increase compared to the national growth rate of 25 percent. At the same time, households under age 35 experienced a 17% decline. And similarly, those age 35 to 54 (middle-aged and the largest number of households in the City) experienced an 8% decline. Growth of the younger age groups are occurring mostly in the urban areas and first ring suburbs of the Metropolitan region

Housing Mix. In 2011, there was an owner-to-renter ratio of 84/16% and a mix of single family to multi-family of 72/28%. Forty-nine percent of households age 35 and under are in rental housing which is 31 percent of all the occupied rental units. These are potentially the future buyers of homes in Inver Grove Heights. The percentage of younger households in rental housing is higher than Dakota County's average of 35 percent indicating that younger households in the City are more dependent on rental housing.

Turnover of Residents. Household turnover is a measure of mobility, which is an important indicator of housing availability. The average annual turnover rate (2004-11) is 6.4%. This rate trended down each year between 2004 - 07 at a low turnover rate of 4.5% and has climbed steadily since 2007. The owned single family turnover rate is even lower at 3.2%, limiting housing opportunities for those who desire to move into the City or move from one housing type to another. An average of 13% of the households in multifamily housing have moved out of the City indicating that there may be a lack of single family and or multi-family rental alternatives for them to move into.

Retention. Retention is a key indicator of available housing choice. Overall, 27% of the 3,580 residents that moved from a home in Inver Grove Heights (between 2004-2011) to another home within the 7-county area chose to remain the City. This is a lower retention rate than Brooklyn Park at 33%, Eagan at 28% and Rosemount at 35%, but higher than Shoreview at 20% and Minnetonka at 25%. The largest percentage of movement by age is for those under 25 at 36% and 15% for those 25-34. The City was less likely to retain this age group when they moved (25% retention rate). A possible reason, limited available affordable homes and homes preferred by this age group.

Income. The median household income for the City is $65,300. However, 31% of renters and 24% of owners are paying 35% or more of their income for rent or mortgage indicating that they are "cost burdened". Further, 21% of renters and 10% of owners pay 50% or more of their income for housing or "severely cost burdened". When you factor in the average transportation costs for the area of 17% with an average 22 minute daily commute, many households are added to this cost burdened list.

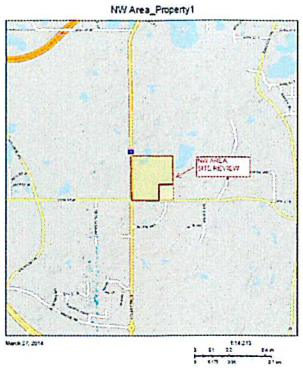
Value of Housing. In 2011, there was nearly the same percentage of single family homes with a tax value under $200,000 (34%) as those over $300,000 (32%). Of the total units less than $200,000, 55% are owed by those under age 35. Most of the homes (69%) occupied by younger owners were built before 1980. Further, a growing proportion of the homes built before 1980 are in the hands of householder over age 65, and 341 of those homes are occupied by households over age 75. Between 2004 and 2011, the rate of occupancy of younger residents in ownership housing has declined by 20% while at the same time those over age 65 occupying ownership housing increased by 45%. It is expected that this trend will continue and the need for housing maintenance services to increase with it. In addition, as those who are older transition to another type of housing, there is a potential opportunity to attract younger households if the price is right and the home is located in a walkable, connected location of the City.

Employment Base. In 2011, there were 8,249 primary jobs in the City of which 17% were held by Inver Grove Heights residents. Ninety-one percent of Inver Grove Heights working residents commute or work from home, with 28% of those commuting to St. Paul and Minneapolis. Twenty-four percent of residents working are under the age of 30 and 41% of those younger residents (under age 30) make less than $1,251 per month which is a higher percentage of young workers in low wage jobs compared to neighboring cities of Eagan and Rosemount. This wage is less than $15,000 per year – not a sustainable income to purchase a home in the City. These residents are either working more than one job, renting, living with parents, rooming with friends and/or are part of a combined income household.

Opportunity Site Evaluation - Summary of Recommendations

OPPORTUNITY SITE EVALUATION:

As part of the Opportunity City Program, a team of ULI MN professionals was charged with reviewing the 40 acre site at the northeast corner of 70th Street and Highway 3 in Inver Grove Heights. The purpose of the evaluation was to determine the feasibility of a mixed-use development including both market-rate and workforce medium to higher-density housing and significant commercial uses. ULI MN assembled an interdisciplinary panel of experts in the real estate, planning and development fields to explore the site and its potential development and to provide local policy leaders with recommendations and site considerations to guide future land uses for the site. The team provided the following comments and recommendations based upon review of city plans, a brief site visit and general discussion regarding current conditions and future development potential. *The full site evaluation report is provided in Appendix 6.*



Summary of key recommendations include:

Recruit a developer for the site

- Be proactive in seeking a developer, rather than waiting for proposals to come to the City. Clearly communicate the desire for workforce housing and some commercial uses on the site. Partner with a developer to make that happen.
- This can be an attractive site for a large national developer particularly at what is likely to be a good price. The City should leverage the site's assets to accomplish some of its land use goals.

Take advantage of today's real estate market and achieve higher density goals on a smaller portion of the site

- Allow development of low- to medium-density housing on the majority of the site to help pay back the city's $10 million investment in infrastructure.
- There is higher value, low-density housing next to the site on the east and increasing demand for single-family homes in the area.

Plan to use about 5+ acres of the site for mid to high-density, workforce housing and 40,000 to 50,000 square feet for a small, neighborhood-oriented commercial node at the corner

- Workforce housing by the Dakota County CDA is generally mid-density townhouses with an average of up to 50 units on a site.
- Although public transit is not easily accessible at this site, most affordable housing in Dakota County assumes that residents will have a vehicle.
- The proximity (by car) to jobs is good for some workforce housing.
- A commercial node with small businesses that mostly serve the residents of the area will have the best opportunity for success given its geographic center, rather than market centered location.

Include the opportunity to attract workforce housing in partnership with the Dakota County CDA or housing nonprofits as developer or in providing financial tools

- There is high demand for workforce housing in Dakota County.
- Rental townhouses on this site would fill quickly.
- Dakota County CDA only has the authority to allocate about $1 million of annual housing tax credits, which is enough to build 50 rental townhome units county-wide. Therefore, supporting local, State and/or Metropolitan Council funds for workforce housing may be necessary.

Explore and visualize ways to create amenities with the greenspace and water on the site

- The natural character of the land is attractive for residential. It has a rural feel, yet is close to key roads.
- The pipeline easement through the site is a negative, in one sense, but can also force creative ways to plan greenspace. There also are two wetlands on the property. These should be capitalized to create amenities rather than barriers.
- Provide key pathways and sidewalk connection through the development and into the adjoining road system.

Focus development of high-density housing at larger transportation corridors, near existing commercial nodes

- Several locations in Inver Grove Heights offer better opportunities for developing high-density housing because they are already near commercial nodes. The areas immediately adjacent to Target should be considered as a location for higher density housing.
- Rather than assuming that, "if we build, they will come," the City is better off supporting the development of higher density mixed uses where amenities, transportation corridors and a critical mass already exist such as the Concord neighborhood and in the NW area where commercial already exists.

Recommendations & Next Steps

Recommendations - Increase the City's Capacity to Provide a Full Range of Housing Choices:

Several key themes emerged through the Opportunity City Process in Inver Grove Heights.

- The City has a **well balanced housing stock** with a range of housing values, households of all incomes and a diversity of housing types. As the housing market is recovering, the new housing is mostly higher value single family homes.
- The City's demographics are mostly **middle aged but there is a trend for increased ageing in place** - older residents staying in the community - and a **loss of younger households.**
- It will become increasing important for the City to support programs to **encourage preservation and innovation as the existing housing ages** while ensuring that new housing construction **provides diversity in the mix of housing options** requiring quality, higher densities and some affordability to meet its projected housing needs in the next 10 to 20 years.
- The City relies on its **partnership with Dakota County's Community Development Agency (DC-CDA)** to address single-family affordable housing maintenance, renovation, and preservation needs. In addition, DC-CDA provides new affordable family and senior housing in the City. This is a key advantage for the City but as demand for affordable housing increases in the County, coupled with funding limitations, there will be a **need for more local action to meet future housing demand** necessary to attract and retain young households as well as provide affordable options for older households that prefer to move from existing single family homes.

The recommendations are framed around **four key themes** and are a result of the housing audit, community change information and review of City goals, policies, community factors and meetings with the Inver Grove Heights Housing Committee. Examples are listed to provide guidance on how the recommendations have been applied in other cities. The list of best practices are provided in more detail in Appendix 7. In addition, we encourage cities to visit the Minnesota Housing Policy Toolbox at minnesota.housingpolicy.org

Move from Plans to Action.

City leaders have a variety of public tools and strategies with respect to land use decisions, maintenance standards and the facilitation of development, redevelopment and renovation. Continuing to be part of the solution and helping to change the way land is used and buildings are maintained takes strong local leadership and vision. Many decisions that policy leaders make are controversial. Understanding the long-term effect of those decisions will help prepare the City for future growth. This means having not only a strong vision, mission and goals related to guiding future land use through the comprehensive plan but also having clear policy direction and guidance to allow implementation of the goals. Recommendations relating to specific public policy decisions include:

- **Adopt a clear policy regarding the support of a full range of housing choices that includes a mix of housing types and affordability.** Tie the policy to requests for financial assistance such as Tax Increment Financing and to land use changes by requiring a certain percentage (10-20%) of the new housing to be provided at an affordable level. (e.g. *Minnetonka EDA Resolution and TIF Policy - Appendix 7, Page 2 Best Practices*)
- **Become more active in economic development by seeking and partnering with private and non- profit developers for housing in key areas of the city that could support higher densities and a mix of housing choices.** Set a clear vision for the site(s) and be prepared to provide financial assistance, density bonus and fee waivers to achieve the vision. *(e.g. City of Chaska Clover Ridge Development Area - Appendix 7, Page 3 Best Practices).*
- **Embed ULI MN Community Site Principles within site review for moderate to high density and mixed use development proposals.** The site principles outline specific attributes that are important to consider for maximum land use efficiency and in connecting people to jobs, transportation and key amenities. *(Appendix 7, Page 8 Best Practices).*
- **Apply principles outlined in ULI MN's Redevelopment Ready Guide to be more prepared and competitive for private investment in development by providing clarity, transparency, collaboration and efficiency.** Of critical importance is consistency of vision, prioritization of sites, and clearly identifying development expectations. *(Appendix 7,Page 7 Best Practices)*
- **Increase efforts to educate and engage residents on the value of higher-density development through the use of facilitated discussions and ongoing neighborhood engagement.** Consider the use of third party land use meeting facilitators prior to development proposals to help set clear vision and goals. *(e.g. Corridor Development Initiative provided by non-profit Twin Cities LISC organization- Page 6 Best Practices6).* Utilize key resources provided by ULI MN and the Family Housing Fund (*e.g. Minnesota Housing Policy Toolbox, Fact Sheets: Working Doesn't Always Pay for a Home and Affordable Rental Housing Does Not Reduce Property Values - Pages 4-5 Best Practices).* Utilize the Visualizing Density Resource provided by the Lincoln Land Institute that helps to identify Density and visually portray that "It's Not How Dense You Make It; It's How You Make It Dense".
- **Support building and land development that promotes sustainability, short and long-term energy efficiency.** Local efforts can help reduce the regional carbon footprint, increase immediate affordability through lower utility bills and long-term affordability by reducing maintenance costs and support healthy living. Specifically consider participation in the Minnesota Green Step Cities program and/or ULI MN/RCM Regional Indicators Program .

Recommendations & Next Steps

Attract and Retain Young Households.

A ULI national survey of views on housing, transportation and community indicate that 62% of Americans planning to move in the next 5 years prefer to settle in mixed-use communities - places closer to shops, restaurants, and offices. This is particularly important for the younger generations. Efforts to provide opportunities for young households in both ownership and rental housing that is connected to trails, open spaces, schools, and services are important to providing a full range of housing choices and to regenerate neighborhoods, stabilize school enrollment and keep commercial services and retail businesses viable. Many other national statistics indicate that future households will demand more compact and connected communities but that neighborhood safety and quality school remain on the top of the list of key community attributes. *(Watch the video summarizing the survey results at http://www.youtube.com/watch?v=SMpmeJWFmTA)*

The City of Inver Grove Heights has several opportunities to develop land that includes options for young professionals and growing families in areas near transportation corridors and job centers. In addition, housing in the City already exists so providing strategies to connect the younger generations looking to purchase homes with the existing homes that are more affordable in the community will be essential. The City can provide resources with a specific focus on retaining and increasing the younger resident population.

- **Communicate with and educate young households on homes available for purchase and/or renovation programs** by strategically partnering with the City's School Districts, faith-based organizations and the real estate community.
- Invest in the **Senior Housing Regeneration Program** *(Appendix 7, Page 9 - Best Practices)* – contract with a non-profit to market the program to older households who wish to sell their home then renovate and resell to young households and/or first-time homebuyers. Encourage partnership with DC- CDA for funding similar to the Ramsey County model.
- Expand connections of current and future housing to local jobs by working with employers to evaluate links between employment and housing needs and determine the need for an **employer assisted housing** program. (e.g. *St. Louis Park Live Where You Work Program. Appendix 7, Page 10 Best Practices)*
- Evaluate options for allowing **accessory dwelling units** within existing single family neighborhoods to provide options for grown children to live with parents but retain their independence – within an existing home or on the same lot. *(Refer to Appendix 7, Page 11-14 Best Practices)*
- **Invite non-profit community development agencies** to become community partners and develop new housing that is more affordable for younger generations in addition to supporting partnership with DC-CDA.
- **Include new lifestyle rentals within special area plans.** According to a recent market study conducted by DC-CDA, there is a high demand for new rental housing in the county particularly in Inver Grove Heights where vacancy rates are at a low of 2 percent. No new rental housing product has been built in the City since 2005. Quality rental housing would target young professionals who are not ready to purchase a single family home but want condo-type environment with amenities on site. This type of housing helps to create a ready market by attracting and retaining future buyers of single family homes and users of school, parks and services.

Be Proactive in Addressing Aging in Place.

Like most of the metropolitan region, Inver Grove Heights is beginning to see evidence that residents are aging and remaining in their homes longer; they are "aging in place." Retention of households—even as they age—is a benefit for the City; it helps keep the social fabric and volunteer base of the community vibrant. However, losing younger households as they grow and move away and not having options that older adults desire to move into can stifle home values and shift public and private sector service and retail needs. Local leaders can provide policies and tools that create opportunities for all resident life cycles and maintain a vibrant community that keeps residents safe while maintaining healthy levels of household turnover (more than 4%) and resident retention (higher than 20%). These options include:

- Evaluate options for allowing **accessory dwelling units** within existing single family neighborhoods to provide options for families to care for aging parents within the home or on the same lot. *(Refer to Appendix 7, Page 11-14 Best Practices)*
- Within new development areas, **encourage affordable one-level living options** that are attractive to older residents wanting to sell existing homes but are not interested in assisted or apartment style living.
- Identify **NORC (N-naturally O-occurring R-retirement C-community)** neighborhoods by expanding upon the Community Change Data that can provide data and map neighborhoods with at least 60% head of households over age of 55. The data can be helpful in targeting housing programs such as maintenance funds, senior services and marketing for new senior developments.
- **Survey residents** and evaluate income levels of those aging in place. This can be useful in planning for transportation and other services geared toward seniors as well as identifying areas where older residents can share services. *(e.g. senior villages - sharing senior housing facilities for those aging in place within existing senior housing developments - Appendix 7, Page 16-18).*
- **Expand support for DARTS** - DARTS is a community-based nonprofit that connects people to services and partnerships that improve their quality of life, help them age well, and enable them to engage in their community.

Recommendations & Next Steps

Enhance Neighborhood Preservation Strategies.

Providing a wide range of strategies that balance renovation, maintenance and redevelopment of the existing housing stock is essential to neighborhood preservation. *(Refer to Appendix 7, pages 19-23 for local neighborhood preservation programs)*

- Continue to **support DC-CDA annual levy** to fund home renovation and affordable senior and family housing options. The City of Inver Grove Heights and all of Dakota County's cities are fortunate to have the housing renovation, purchase assistance and affordable options provided by the DC-CDA. The range of programs and commitment to develop a wide range of housing options is a benefit to the cities and residents within the county.
- Implementing a **Rental Licensing/Registration program** provides consistent maintenance standards for existing housing stock, maintains quality in rental housing and provides a mechanism for engaging the rental community – landlords and tenants. Even in times of economic uncertainty and for cities where there is a newer housing stock, providing methods to ensure that existing homes are property maintained is essential. There are broad levels of actions Cites can take related to property maintenance. (e.g. *Bloomington Rental Licensing Program*, *Roseville Rental Registration models* or *Shoreview SHINE)*.
- Seek partnership with Dakota County CDA and identify the need for using the **Housing Improvement Area** tool to help finance necessary renovation of older townhome and condominium complexes, promoting affordable renovation options. *(Appendix 7, Page 24 Best Practices)*
- Partner with the County and neighboring cities to hold an **annual housing forum or trade show** to provide residents with information on private, nonprofit, county, city and state programs, access to services and options for housing renovation. *(e.g. Northmetro home and garden show, Roseville Living Smarter Fair)*.

NEXT STEPS:

The Opportunity City Program is only the first step in supporting a full range of housing choices in the community. It is important that policy leaders take the next steps to make valuable changes to the way that the tools and strategies are implemented and delivered throughout the City. **There are key actions that the City should act upon in the short term to take full advantage of the work of the Opportunity City Program.** In addition, **prioritizing the recommendations** will help align staff resources with budgetary needs now and in the future.

Short term actions:

- **Gain acceptance of the ULI MN/RCM Opportunity City report by the City Council.**
  - Incorporate the **ULI MN Community Site Principles** into future land use decisions and in evaluation of development proposals.
  - **Adopt clear policies** with regards to support of housing choice and higher densities in key areas.
  - **Identify and prioritize resources toward (re)development areas of the City for higher densities.** Determine City participation in a more proactive partnership approach to achieve goals.
- **Direct the *Inver Grove Heights Housing Committee* to prepare a work program to prioritize and outline the steps and time needed to effectively implement the recommendations.**
  - Focus recommendations that enhance or further other City-wide goals.
  - Determine how the recommendations affect land use codes, program service providers and staff workload.
  - Include performance targets to track the progress. Setting performance targets and tracking the progress of local tools and strategies against benchmarks will provide a level of understanding to public officials and residents that become critical during the annual budgeting process. *[Detail on performance measures as related to housing tools and strategies is provided in Appendix 8.]*
  - **Evaluate budget and staff resource implications tied to each recommendation.** Prioritize recommendations that will have the largest impact in supporting housing goals for a full range of housing choices such as focusing efforts on key areas of the City such as the Concord Neighborhood.
- Work with staff to evaluate the need to **amend the City's comprehensive plan** based upon implementation of recommendations.
- **Create a communication plan.** Ongoing communication is critical to fostering collaborative and integrated strategies.
  - Discuss the broader meaning of the demographic data as it compares to current market conditions and evaluate how the data relates to the region.
  - Incorporate future data updates and the online neighborhood-level data tool.
  - Provide ongoing education for city council, planning commission and housing committee
  - Create an education plan when turnover of elected and appointed policy leaders occurs.
  - Develop working relationships with developers to foster mutually beneficial trust and collaboration

Thank you to participants in the ULI MN/RCM Housing Initiative Opportunity City Program.

- ***Inver Grove Heights Mayor and Council***
  - George Tourville, Mayor
  - Tom Bartholomew, Councilmember
  - Rosemary Piekarski Krech, Councilmember
  - Jim Mueller, Councilmember
  - Dennis Madden, Councilmember
- ***City of Inver Grove Heights Housing Committee & Staff***
  - Mary T'Kach, Chair
  - James Boldt
  - Dody Sobaszkiewicz
  - Paul Mandell
  - James Zentner
  - Joe Lynch, City Administrator
  - Tom Link, Community Development Director
  - Allan Hunting, AICP, Planner
- ***ULI Minnesota Team***
  - Caren Dewar, ULI Minnesota Executive Director
  - Cathy Bennett, ULI Minnesota Housing Initiative
  - Gordon Hughes, ULI Minnesota Technical Advisory Services
- **Opportunity Site Evaluation Panel**
  - Maureen Michalski, Schafer Richardson
  - Andrea Brennan, Dakota County Community Development Agency
  - Keith Ulstad, United Properties
  - John Shardlow, Stantec
  - Stacie Kvilvang, Ehlers & Associates

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Ordinance Amending Inver Grove Heights City Code Title 1, Chapter 7, Section 6 and Corresponding Resolution related to the Duplication of Military and Overseas Absentee Ballots

			Fiscal/FTE Impact:
Meeting Date:	July 28, 2014		None
Item Type:	Consent	x	Amount included in current budget
Contact:	651-450-2513		Budget amendment requested
Prepared by:	Melissa Kennedy		FTE included in current complement
Reviewed by:			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Approve ordinance amendment and corresponding resolution delegating authority to the Dakota County Absentee Ballot Board to duplicate military and overseas absentee ballots as necessary prior to delivery to the City

SUMMARY Pursuant to Minnesota Statutes 203B.05 Dakota County has designated the City to administer absentee ballots on behalf of the County. In order to comply with State Statutes related to the administration of absentee voting, the City established its absentee ballot board by ordinance in 2010. For the 2014 election cycle Dakota County has requested that all large cities designated to administer absentee ballots consider delegating the authority to duplicate the military and overseas (UOCAVA) absentee ballots prior to their delivery to the City. This would save the City a tremendous amount of time and would make the process of counting the military and overseas absentee ballots much more efficient. Duplication of UOCAVA absentee ballots can take a great deal of time and at times can significantly delay the process of counting absentee ballots on Election Day as we wait for the delivery of ballots from Dakota County. Nearly every UOCAVA absentee ballot requires duplication before it can be run through the ballot tabulator.

Council is asked to approve the ordinance amendment in one reading in order to delegate the specified authority to the Dakota County Absentee Ballot Board prior to the Primary Election on August 12th.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 1, CHAPTER 7, SECTION 6 REGARDING DELEGATED AUTHORITY OF THE DAKOTA COUNTY ABSENTEE BALLOT BOARD TO DUPLICATE MILITARY AND OVERSEAS ABSENTEE BALLOTS PRIOR TO DELIVERY OF SUCH BALLOTS TO THE CITY

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 1, Chapter 7, Section 6 of the Inver Grove Heights City Code is hereby amended by adding subpart (D.) to read as follows:

> D. Delegated Authority Of The Dakota County Absentee Ballot Board To Duplicate Military And Overseas Absentee Ballots Prior To Delivery Of Such Ballots To The City: Accepted military and overseas (UOCAVA) absentee ballots that are not able to be scanned by the ballot tabulator must be duplicated. The Council, from time to time, may by resolution delegate to the Dakota County Absentee Ballot Board the duty of duplicating military and overseas (UOCAVA) absentee ballots prior to delivery of such ballots to the City.

Section Two. **Passage Without Three Readings**. Pursuant to Title 1, Chapter 2, Section 3(D)(2) of the Inver Grove Heights City Code, the City Council, by unanimous vote of the City Council, does hereby suspend the rules and does hereby pass this ordinance without three readings.

Section Three. **Effective Date**. This ordinance shall be in full force and effect after its passage and publication according to law.

Passed in regular session of the City Council by unanimous vote on the 28th day of July, 2014.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 14-_____

RESOLUTION DELEGATING THE DAKOTA COUNTY ABSENTEE BALLOT BOARD THE DUTY OF DUPLICATING MILITARY AND OVERSEAS ABSENTEE BALLOTS WHEN NECESSARY

WHEREAS, pursuant to Minnesota Statutes 203B.05, Dakota County has designated the City of Inver Grove Heights to administer absentee ballots on behalf of the County; and

WHEREAS, Minnesota Statutes 203B.121 requires the governing body of each municipality with responsibility to accept and reject absentee ballots to establish an absentee ballot board; and

WHEREAS, accepted military and overseas (UOCAVA) absentee ballots that are not able to be scanned by the ballot tabulator must be duplicated; and

WHEREAS, the Dakota County Absentee Ballot Board may duplicate accepted UOCAVA absentee ballots prior to delivery to the municipality if it is delegated to do so by the municipality.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the Dakota County Absentee Ballot Board is delegated the duty of duplicating military and overseas absentee ballots when necessary prior to delivery to the City.

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

Ayes:
Nays:

_____
George Tourville, Mayor

Attest:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council Members

FROM: Joe Lynch, City Administrator

SUBJECT: Organizational changes

DATE: July 22, 2014

Encl: City Administrator Job Description
Human Resource Director Job Description

The Assistant City Administrator left the City's employment on July 3rd. Since that time many staff people have been doing parts and pieces of that job. I would like to restore the human resources/personnel portions of that job to a single position. This recommended change is consistent with and was part of past conversations with Council about potential changes to the organization.

I would like to establish the position of Human Resources Director with the City of Inver Grove Heights. I have enclosed a draft copy of a job description for your review. This would not be a Department Head level position and the position would report directly to the City Administrator. The position would receive assistance and support from an existing position, as well as from the City Administrator. The pay scale for this position would be slotted at the same level as the Assistant Fire Chief, City Engineer and Police Lieutenants (2014 Pay Plan range 83,000-103,000). I would seek someone with experience in government labor relations/employee relations.

I recommend adoption of the enclosed job description, or something very closely resembling it. I would like authorization to proceed with advertisement of the opening and begin the hiring process. I would return to the Council with a recommendation on the final hire, along with all of the data related to pay and benefits.

<u>City Administrator Job Description</u>
At your April 14th Council meeting you directed changes to the City Administrator job description. The most important aspect of the changes are:

- All personnel previously reporting to the Assistant City Administrator position – Deputy Clerk, Human Resource Coordinator, Technology

Manager and the Building Maintenance position, will now report to the City Administrator

- The Human Resources Director would also report to the City Administrator
- Council directed that the following be added "The City Administrator provides the means and methods to make continuous improvements to the City Services and products."

I recommend the adoption of the enclosed job description for the City Administrator. There is both a clean copy and a revised copy indicating the changes directed.

Other position changes

As mentioned earlier, all of the positions that previously reported to the Assistant City Administrator will now report to the City Administrator. As a result of that change, each of the corresponding job descriptions for those positions will need to be updated to reflect that fact. In addition, due to the request to add the Human Resources Director position, the existing HR Coordinator position should be modified to reflect the change in the nature of the relationship between those two positions, as well as continue the practiced flexibility of the position in assisting both the City Clerk during elections, as well as assisting the City Administrator with various duties. Finally, I would like to create an opportunity for a graduate student, or recently graduated student of a Masters of Public Administration program to work for the City and assist us in various capacities. The idea is to rotate this individual to the other departments on a schedule so that he/she can see what happens in these departments, gain a sense of the role of the department in the overall operation of the City, and provide the departments with assistance in any short term projects as needed. This would be a 12 month temporary position paid an hourly wage with no benefits. If the skill level and performance of the individual warrants it, we could extend that employment. If it does not, we can end it whenever we wish and try another student/intern. All of these changes will be brought forward in the future, likely after we complete the hiring process for the new Human Resources Director position.

City of Inver Grove Heights

POSITION DESCRIPTION

Position Title: ***Human Resources Director***

Department/Location: ***Administration***

Immediate Supervisor: ***City Administrator***

Latest PD Revision: ***7.14***

Position Summary: *Managing and administering the personnel functions of the city. Performs specialized administrative duties and projects as assigned by the City Administrator.*

Essential Accountabilities and Expected Outcomes

1) Manages the day-to-day human resources activities of the city.
   a) Maintains the City's compliance with all aspects of a public sector human resource program.
   b) Assists the City Administrator in all labor relations activities.

2) Assist the Department Heads and Supervisors to effectively motivate employees, establish performance goals to ensure job performance standards are clearly specified, deals with employee conflict, provides feedback to employees, disciplines when necessary, develops and coordinates employees training and professional development.

   a) Establishes an employee orientation program that demonstrates the Mission, Vision, & Values of the organization and creates an understanding with new employees of the meaning and value of employment with the City.

3) Develops a culture within the City that reinforces positive values and accountability to job responsibilities.

4) Responsible for establishing and maintaining positive and respectful relationships with co-workers and members of the public.

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 fellow 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.

DRAFT

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 may require employee to work days/evenings/weekends.

Position is primarily administrative in nature, working in a typical office environment with occasional need to visit programs, facilities or projects outside of the office in the elements of a year-around season.

Typical Physical Requirements for this Position:

Must be able to sit, stand, speak, hear, and effectively communicate.

Selection Criteria to Qualify for this Position:

Bachelor's degree in Public Administration, Employee Relations, Human Resource Management or related field.

10 years of governmental experience, 5 years supervisory experience.

Valid unrestricted Minnesota Drivers license.

Clean background check.

Desirable – Graduate degree in Public Administration and more than 5 years supervisory experience.

Employee's Acknowledgement and Date: _____

Supervisor's Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____

DRAFT

City of Inver Grove Heights

POSITION DESCRIPTION

Position Title: ***City Administrator***

Department/Location: ***Administrative Services***

Immediate Supervisor: ***Mayor and City Council***

Latest PD Revision: ***4.14***

Position Summary: *The City Administrator is appointed by the City Council and serves as the chief management and administrative officer and Clerk of the City. The City Administrator supervises the operations and functions of the city departments, plans and directs the administration and the supervision of City affairs. This position is responsible for effectively recommending policies, employee staffing, budgeting and expenditures to the City Council.*

Essential Accountabilities and Expected Outcomes

1) Directs the overall management and leadership of the organization.
   a) Effectively supervise the operations and functions of all departments of the City.
   b) Oversees the personnel function of the City, and recommend the appointment and removal of personnel.
   c) Oversees employee and labor relations activities.
   d) Establish the City's annual budget, submit the budget to the Council for consideration and adoption, and monitor budget compliance upon adoption, advising the Council of the financial condition of the City.
   e) Works in partnership with other governmental units, and business and citizen groups affected by city policies and operations.
   f) Develops a culture within the organization that reinforces positive values and accountability to job responsibilities.

2) Develops and sustains an effective and productive working relationship with all employees, City Council, Advisory Commissions, and the public.
   a) Demonstrates an ability to work with others in a team atmosphere.
   b) Ability to foster collaboration between elected officials, staff, and the public.

3) Oversees the development of policies and procedures for the efficient and effective provision of city services.
   a) Informs the Mayor and Council as needed regarding citizen complaints
   b) Meets with citizens and groups as needed or requested
   c) Provides means and methods to make continuous improvements to city services and products

4) Prepares overall City operational and capital budgets.
   a) Monitors revenue and expense budgets ensuring budgeted amounts are met.
   b) Budgets are designed to protect the city's investment in personnel, programs, facilities, equipment, and infrastructure.

5) Responsible for establishing and maintaining positive and respectful relationships with co-workers and members of the public.

6) The City Administrator directly oversees the Deputy City Clerk to assure that all duties of the City Clerk as described in Statute and Ordinance are performed as required.

7) Assumes additional accountabilities as assigned.

Accountabilities Shared by all City Employees:

Develop and maintain a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrate by personal example the service excellence and integrity expected from all employees.

Develop respectful and cooperative working relationships with co-workers, including willing assistance to fellow employees so that their job responsibilities can be performed with confidence as quickly as possible.

Confer regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Represent 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 with occasional need to visit programs, facilities or projects outside of the office in the elements of a year-around season.

Typical Physical Requirements for this Position:

Must be able to sit, stand, speak, hear, and effectively communicate.

Selection Criteria to Qualify for this Position:

Bachelor's degree in Public Administration or related field.

10 years of governmental experience, 5 years supervisory experience.

Proven capabilities in leadership, problem solving, strategic thinking, and knowledge of governmental operations.

Valid unrestricted Minnesota Drivers license.

Clean background check.

Desirable – Graduate degree in Public Administration and more than 5 years supervisory experience.

Employee's Acknowledgement and Date: _____

Supervisor's Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____

City of Inver Grove Heights

POSITION DESCRIPTION

Position Title: ***City Administrator***

Department/Location: ***Administrative Services***

Immediate Supervisor: ***Mayor and City Council***

Latest PD Revision: ***3.14*** ***4.14Bartholomew***

Position Summary: *The City Administrator is appointed by the City Council and serves as the chief management and administrative officer and Clerk of the City. The City Administrator supervises the operations and functions of the city departments, plans and directs the administration and the supervision of City affairs. This position is responsible for effectively recommending policies, employee staffing, budgeting and expenditures to the City Council.*

Essential Accountabilities and Expected Outcomes

1) Directs the overall management and leadership of the organization.
   a) Effectively supervise the operations and functions of all departments of the City.
   b) Oversees the personnel function of the City, and recommend the appointment and removal of personnel.
   c) Oversees employee and labor relations activities.
   d) Establish the City's annual budget, submit the budget to the Council for consideration and adoption, and monitor budget compliance upon adoption, advising the Council of the financial condition of the City.
   e) Works in partnership with other governmental units, and business and citizen groups affected by city policies and operations.
   f) Develops a culture within the organization that reinforces positive values and accountability to job responsibilities.
2) Directs the overall management and leadership of the Administrative Services Department.
   a) Oversee all activity of the divisions within the Department including Human Resources, Information Technology, Communications, Deputy Clerk and Buildings and Grounds.
   b) Directs the Administrative Services Manager to the fulfillment and provision of services for the Administrative Services Department.

3) Develops and sustains an effective and productive working relationship with all employees, City Council, Advisory Commissions, and the public.
   a) Demonstrates an ability to work with others in a team atmosphere.
   b) Ability to foster collaboration between elected officials, staff, and the public.

4) Oversees the development of policies and procedures for the efficient and effective provision of city services.
   a) Confers with the Mayor and Council as needed regarding all major citizen complaints
   b) Meets with citizens and groups as needed
   c) Regularly inspects the service provided by all Departments

5) Prepares overall City operational and capital budgets.
   a) Monitors revenue and expense budgets ensuring budgeted amounts are met.

b) Budgets are designed to protect the city's investment in personnel, programs, facilities, equipment, and infrastructure.

6) Responsible for establishing and maintaining positive and respectful relationships with co-workers and members of the public.

7) The City Administrator is the City Clerk and directly oversees the Deputy City Clerk to assure that all duties of the Clerk as described in Statute and Ordinance are performed as required by the Statute or Ordinance

8) 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.

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Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

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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 with occasional need to visit programs, facilities or projects outside of the office in the elements of a year-around season.

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Employee's Acknowledgement and Date: _____

Supervisor's Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____