

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, AUGUST 11, 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. Minutes – July 28, 2014 Regular City Council Meeting \_\_\_\_\_
  - B. Resolution Approving Disbursements for Period Ending August 6, 2014 \_\_\_\_\_
  - C. Pay Voucher No. 11 for City Project No. 2006–08, Asher Water Tower Replacement \_\_\_\_\_
  - D. Pay Voucher No. 3 and Change Order No. 1 for City Project No. 2012–07, Bohrer Pond NW Pre-treatment Basin \_\_\_\_\_
  - E. Change Order No. 4 for City Project No. 2014–09D, College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and City Project No. 2014–06, Blaine Avenue Retaining Wall Replacement Improvements \_\_\_\_\_
  - F. Resolution Receiving the Petition and Ordering the Preparation of a Feasibility Report for City Project No. 2015–03, 47th Street and Neighborhood Street Reconstruction \_\_\_\_\_
  - G. Approve Execution of Improvement Agreement and other Project related Documents for the Land Alteration Permit (LAP) No. C–094–14 for Luther Company Limited Partnership at 1470 50th Street East \_\_\_\_\_
  - H. Approve Land Alteration Permit No. C–095–14 at 10199 Barnes Way \_\_\_\_\_
  - I. Approve Temporary Liquor License Extension – Drkula’s \_\_\_\_\_
  - J. Schedule Special Meetings \_\_\_\_\_
  - K. Approve 30–Day Suspension of Firefighter \_\_\_\_\_
  - L. Personnel Actions \_\_\_\_\_
5. **PUBLIC COMMENT**: Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

**COMMUNITY DEVELOPMENT:**

A. **GATEWAY CHRISTIAN CHURCH:** Consider Resolution relating to a Conditional Use Permit to Allow a Church in the B-3, General Business District in an Existing Building at 5300 South Robert Trail \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving an Update to the Alternative Urban Areawide Review (AUAR) for the Northwest Area \_\_\_\_\_

**PARKS AND RECREATION:**

C. **CITY OF INVER GROVE HEIGHTS:** Consider Approval of Northwest Area Park & Trail Plan \_\_\_\_\_

**PUBLIC WORKS:**

D. **CITY OF INVER GROVE HEIGHTS:** Resolution Approving Joint Powers Agreement with Dakota County and the City of Rosemount for the Pine Bend Area Arterial Connector Study \_\_\_\_\_

E. **CITY OF INVER GROVE HEIGHTS:** Resolution Approving the Joint Powers Agreement with Dakota County for City Project No. 2014-04, Cliff Road Turn Lanes, and Ordering the Project \_\_\_\_\_

8. MAYOR & COUNCIL COMMENTS

9. ADJOURN

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

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

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, July 28, 2014, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, Finance Director Smith, Parks and Recreation Director Carlson, Chief Stanger, City Engineer Kaldunski, Assistant City Engineer Dodge and Deputy Clerk Kennedy

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Councilmember Mueller removed Item 4C from the Consent Agenda.

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

Councilmember Bartholomew removed Item 4K from the Consent Agenda.

- A. i) Minutes – July 7, 2014 City Council Work Session  
ii) Minutes – July 14, 2014 Regular City Council Meeting
- B. **Resolution No. 14-104** Approving Disbursements for Period Ending July 23, 2014
- 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 14-105** 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 14-106** 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 14-107** 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

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

**Ayes: 5**

**Nays: 0      Motion carried.**

- 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

Councilmember Mueller questioned why the change orders were needed.

Mr. Kaldunski explained change order no. 2 related to unforeseen issues found in the field conditions. He stated change order no. 3 related to the installation of geotextile fabric on clay soils. Due to extremely wet conditions experienced in June, stabilization aggregate was laid down as needed primarily in the wetland areas. He stated the road was originally constructed over several wetland areas and the stabilization aggregate was needed to mitigate some very soft soils that were discovered. The geotextile fabric was used to keep the sand separate from the clay soils underneath it. He noted while they knew about some of the issues going into the project it became apparent that more of the materials were needed than what was originally anticipated because of the extremely wet conditions. He explained a similar treatment was used during the Blaine Avenue project.

Councilmember Mueller questioned what would happen if the additional work was not done.

Mr. Kaldunski stated there would be a risk of long-term trench settlement.

Councilmember Mueller questioned how long the road would last if the work was not done.

Mr. Kaldunski stated the geotextile fabric was laid to hold the materials together and confine them so the sand does not disappear into the soft clay underneath. Without reinforcement the road could develop trenches and fail within a year or two.

Mayor Tourville questioned if some of the work had already been done.

Mr. Kaldunski replied in the affirmative. He stated the project continued to move forward.

Councilmember Piekarski Krech questioned if the predetermined amount was the maximum the additional work and materials could cost.

Mr. Kaldunski explained it could go either way depending on the soil conditions that are found.

Councilmember Mueller stated there was no guarantee that the fix would stabilize the soils. He opined that the additional cost was high.

Councilmember Madden questioned if it was safe to say that with a project of this size and scope it was impossible to know the true soil conditions until the ground was actually opened up. He clarified that the change order was the result of finding something that was not anticipated during the engineering phase of the project.

Mr. Kaldunski responded in the affirmative. He stated because soil borings were taken every 400 to 500 feet it was not unusual to find different soil conditions between borings.

Mayor Tourville stated if the additional reinforcement work was not done the road would not last as long.

Councilmember Bartholomew questioned if the recommended solution was commonly used practice to mitigate similar soil conditions.

Mr. Kaldunski replied in the affirmative.

**Motion by Bartholomew, second by Madden, to approve 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**

**Ayes: 5**

**Nays: 0            Motion carried.**

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

Councilmember Piekarski Krech questioned how long the current equipment was supposed to last.

Mr. Carlson stated the existing furniture was purchased approximately seven (7) years ago and many of the pieces were in a state of disrepair. The new equipment recommended for purchase was of a higher quality and was expected to last substantially longer.

Mayor Tourville stated the recommended equipment had a 35 year warranty and was not expected to rust.

**Motion by Madden, second by Piekarski Krech, to approve replacement of waterpark pool furniture for Veterans Memorial Community Center**

**Ayes: 5**

**Nays: 0            Motion carried.**

**K. Personnel Actions**

Councilmember Bartholomew questioned if the new employee was being hired to fill the same position, within the same pay scale that was going to be vacant in the Building and Inspections division.

Mr. Lynch responded in the affirmative. He explained the new employee would fill a position left open due to the retirement of the individual currently in the position.

Councilmember Bartholomew questioned if the offer of employment was contingent upon Council approval.

Mr. Lynch responded in the affirmative.

**Motion by Bartholomew, second by Piekarski Krech, to approve personnel actions**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Jack Nelson, 10399 Barnes Way, expressed concerns regarding truck traffic and noise. He opined there was no reason for the trucks to travel along Barnes and felt they should be asked to use alternate routes. He asked the Council to speak to the County on behalf of the residents along Barnes to solve the problem.

Mayor Tourville stated the drivers could be cited if their trucks were not tarped. He explained the City cannot legally tell the drivers not to drive on a county road.

Mr. Nelson opined the City could talk to the companies themselves and ask them not to drive along Barnes Way. He stated the trucks drive too fast and should take alternate routes.

Councilmember Bartholomew suggested that there could be an increased Police presence along Barnes Way to more actively monitor the speed along the roadway and ensure that the trucks were tarped.

Mr. Kaldunski stated the truck traffic had increased along Barnes because of the Mn/DOT project on Highway 52. He noted the City does provide contractors with suggested truck routes but cannot control traffic on County or State roadways.

**6. PUBLIC HEARINGS:**

**A. CITY OF INVER GROVE HEIGHTS:** Consider the following 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

Mr. Kaldunski reviewed the project area. He explained the road project itself was a \$5.6 million dollar project. The project was proposed to be funded through the Pavement Management Fund, special assessments, and State aid. He noted the City was awarded \$2.6 million dollars in State aid funding. Two assessment rolls were presented for consideration. The first option was prepared in accordance with the information contained in the benefit appraisal analysis. The independent appraiser recommended a \$4,000 cap for single family parcels on the west side of Highway 52 and a \$5,000 cap for single family parcels on the east side of Highway 52. Commercial properties were proposed to be assessed at a rate of \$1 per square foot. The second option would assess a uniform rate of \$4,000 for all single family properties. He noted City staff recommended approval of option two. He stated the residents generally supported the proposed \$4,000 cap for all single family properties. Staff also received questions regarding the proposed 4.8% interest rate. He explained the interest rate was set per City policy. Specific discussions also took place regarding the properties along Bixby, within the Blaine Ridge subdivision, in response to objections received related to the classification of a common area within the subdivision. Assessment objections were also received from residents on Blackhawk Trail.

Duane Cloud, 2476 Bixby Way, stated a letter of objection was submitted on behalf of 31 out of 33 property owners in the association. He explained that their properties were designated as single family

units and the problem was related to the designation of the common area that was part of the association. He noted that the common area did not have its own parcel identification number because it was treated like an extension of each of the individual properties in the association. He opined that assessing the common area at the multi-family rate would be punitive to all those in the association who have a property designated as single family. He explained he was told that all other common areas in the City were treated as multi-family parcels. He argued this particular situation was unique because it was the only common area associated with single family units. He requested that the Council consider reducing their assessment for the common area to the single family rate.

Mr. Kuntz explained the portion north of 65th Street was known as Blaine Ridge 2nd Addition and the portion south of 65th Street was known as Blaine Ridge 1st Addition. All of the units within the Blaine Ridge development own a pro rata share of the common lots known as outlots A and B, located north of 65th Street. He stated that was why the City assessed all of the units for a portion of the benefit thought to have accrued on the common areas as a result of the street improvement. He noted the units received multiple assessments for different things.

Mr. Kaldunski explained a private lot could have been assessed for the specific area of the parcel located within the drainage area. The property owner would also be assessed an additional amount for their share of the common area. He noted the common area had both a drainage and street assessment. He referenced previous projects that had very similar calculations due to the existence of a common area with frontage assessed for street improvements. He explained within the assessment policy the City had two rates, single family or non-single family. He stated the non-single family rate applied to commercial, institutional, or multi-family properties. He added that the single family rate was approximately \$85 per linear foot and the non-single family rate was approximately \$170 per linear foot.

Mr. Kuntz questioned if the issue related to the rate applied to both the drainage and street components.

Mr. Kaldunski stated it only applied to the street component of the assessment. He explained the drainage component was assessed at a uniform rate of \$0.31 per square foot and was based on the actual square footage located within the drainage area.

Mr. Kuntz clarified that the debate was if the street benefit attributable to the common area should be assessed at the single family or non-single family rate.

Mr. Kaldunski replied in the affirmative. He stated the proposed assessment was currently at the non-single family rate.

Sharon O'Hara, 6856 Blackhawk Trail, requested that the Council reconsider the assessment being levied against the residents of Blackhawk Trail. She stated the assessment was for 60 feet of road and was excessive for the senior development. She explained they had their own drainage and maintained their own private road.

Mr. Kaldunski stated they were being assessed for their 60 feet of roadway and for indirect access on 68th Street. He noted the indirect access was assessed at one half of the actual rate. He explained the route they were being assessed for is their only available route to Babcock Trail.

Mr. Kuntz explained all of the units were part of a common interest community. Each of the units owned their pro rata share of each of the outlots that make up the private road grid. Those units were assessed for 66 feet of street frontage and a half assessment for indirect access to 68th Street. He noted that they could not access Babcock Trail from any other road.

Gloria Mason, 2075 68th St. E., questioned why the rate for the drainage assessment was so high and why the properties across the street were not assessed for drainage.

Mr. Kaldunski explained within the mill and overlay area the assessments varied based on the size of the property that was within the drainage area. The rate of \$0.31 per square foot for the drainage assessment was a function of the amount of work that was completed and it reflects the actual cost of the physical improvements within the drainage area.

Peter Villard, 2676 Borden Way, reviewed his letter of objection. He objected to the 25% disparity between the assessment caps recommended in the benefit analysis report for single family properties located to the east and west of Highway 52. He requested that a uniform assessment cap of \$4,000 be adopted for all single family properties.

Mayor Tourville stated the Council was going to consider a uniform cap for single family properties.

Dean Wennerberg, 6491 Barclay Avenue, stated his property was the only one in Salem Hills Farm being assessed for drainage. He explained only one-third of his property was within the drainage area. He opined that the proposed assessment was excessive for 100 feet.

Mr. Kaldunski explained the boundary for the 65th Street drainage area was located on Mr. Wennerberg's property. He stated he was being assessed for his fair share of the improvements within the drainage area.

Howard Virnig, 2021 68th Street East, explained when the City Engineer proposed the mill and overlay project he also proposed installation of crowning to make the streets stronger. He questioned why the contractor only removed two (2) inches of bituminous on either side of the street, left a 20 foot wide strip of the original bituminous along the center of the street and built the crown on top of that. He stated after the project was completed there were 23 cracks in the pavement. He explained the City sealed the cracks and now 16 new cracks have since emerged. He questioned why two (2) inches of bituminous was not removed from the entire width of the road. He opined that before the project his street was in better condition than most of the streets within the project area and it had since become one of the worst streets. He questioned why he was being charged for drainage when his house was located on an upslope and the homes across the street were located on a downslope and were not proposed to be assessed for drainage. He opined that he should not have to pay the full amount proposed to be assessed.

Mr. Kaldunski explained the geotechnical consultant analyzed the pavement section, the gravel underneath, and the thickness of the bituminous. He stated they found approximately four (4) inches of good, solid bituminous in the middle of the road. An edge mill was suggested with a two (2) inch crown along the center of the road to increase the strength of the pavement itself. He explained the feasibility study referenced the fact that reflective cracking was likely to occur after a mill and overlay project. He noted a seal coat was done to seal the initial cracks that appeared after the project and an additional seal coat was planned to address the new cracks that have started to show through. He stated structurally the pavement is strong and the mill and overlay made it stronger.

Councilmember Madden stated reflective cracking was not an unusual occurrence after a mill and overlay.

Mr. Virnig questioned why the mill and overlay was done if the City knew there was going to be cracked anyway. He opined the mill and overlay was not needed and the street should have had four (4) new inches at the top of the crown. He reiterated the house across the street was not being assessed for drainage.

Mr. Kaldunski explained from an engineering perspective the net result was six (6) inches of bituminous at the center of the road versus only four (4) inches if the bituminous had been removed across the entire width of the road. He reiterated the pavement was structurally strong.

Mr. Virnig stated if the street was redone in the future the residents would have to pay for that as well. He explained they had new pavement and new water pipes installed twenty years ago and he paid \$7,000 in assessments at that time. He opined the mill and overlay project destroyed the pavement and the pipes and now he is being asked to pay for that as well.

Ben Christopherson, 6665 Cahill Avenue, stated he owned one of the commercial properties proposed to be assessed. He explained the parcel was landlocked from Cahill and opined that it received no added benefit or value from the drainage improvements. He asked the Council to reconsider his proposed assessment.

Mr. Kaldunski stated Mr. Christopherson owned two (2) parcels and both were proposed to be assessed

for drainage improvements.

Terry Gerten, 2900 65th Street, stated he was also speaking on behalf of several other business owners that submitted letters of objection. He requested that their commercial properties to be removed from the assessment roll to allow the property owners time to meet with staff and renegotiate assessments that were fair and equitable.

Jim Walker, 2648 Borden Court, asked the Council to consider following staff's recommendation and approve an assessment cap of \$4,000 for all single family properties. He explained that he understood that one way or another they were going to pay for the work that was done. He opined that the road and drainage improvements were very nice and he was pleased with the work that was done.

Eric, 6504 Bonner Court, questioned what the proposed assessment cap was for duplexes.

Councilmember Piekarski Krech stated the parcels were proposed to be assessed \$3,498 each under the second option presented by staff.

Mr. Kaldunski stated the parcels would be slightly less than the \$4,000 cap being considered by Council because of driveway credits that were applied to each parcel.

Ron Schmidt, 7569 Cahill Avenue, stated he was pleased with the work that was done. He encouraged the Council to consider a uniform assessment cap for all single family parcels.

Mr. Cloud stated for his assessment for the common area the designation was being changed from single family to non-single family. He argued that he should be charged at a single family rate.

Mr. Kaldunski reiterated that the properties were assessed for the common area at the non-single family rate.

Councilmember Piekarski Krech asked for further clarification on the rate designations.

Mr. Kuntz stated a detached single family home would be assessed \$85 per linear foot for street improvements. A townhome or a condominium would be assessed at a rate of \$170 per linear foot for street improvements. A commercial or institutional property would also be assessed at a rate of \$170 per linear foot for street improvements. He explained there were two possible rates, a single family detached rate and a non-single family rate. He noted the non-single family rate was applied to all properties that were not single family detached.

Mr. Kaldunski stated that was correct.

Mayor Tourville stated it appeared that there were more than two rates.

Steve Dodge, Assistant City Engineer, stated the single family rate was a designation for a detached, single family home that was on its own lot with a driveway that accessed the road that was improved. He explained the residents on Bixby Avenue were part of the Blaine Ridge subdivision and were considered to be single family units. There were seven (7) units, north of 65th Street that were part of Blaine Ridge 2nd Addition. Those seven (7) units did not have direct access to Blaine Avenue. They maintained and used their own frontage road for access to Blaine Avenue. Those seven (7) units were proposed to be assessed at the non-single family rate.

Councilmember Bartholomew questioned why it appeared as though the Bixby Way residents were designated as multi-family properties under option one.

Mr. Dodge explained the properties in Blaine Ridge 1st Addition and Blaine Ridge 2nd Addition are all attributable to the common area located north of 65th Street according to the development agreements that were in place at the time the development was platted. He stated the development was an example of a mixed PUD that took single family homes and made them responsible for a portion of the common area along with the seven (7) units on the north side of 65th Street that would normally be classified as multi-family properties. He noted it has been the City's policy for quite some time that common areas are assessed at the non-single family rate.

Councilmember Piekarski Krech clarified that the single family designation is applied to those parcels that have their own driveway access.

Mr. Dodge replied in the affirmative. He noted that single family parcels were not assessed for the non-driveway side of the property.

Mr. Kuntz stated the common area that was part of Blaine Ridge 2nd Addition had a certain amount of frontage along 65th Street. To calculate the assessment for the common area, staff multiplied the frontage along 65th Street by approximately \$170 per linear foot and then divided the total amongst all of the units within Blaine Ridge 1st and 2nd Additions. He explained that was done because the area that had the frontage along 65th Street was not a single family property.

Mayor Tourville stated the residents along Bixby Way would like to be assessed at the single family rate or both their individual unit assessments and the common area assessment.

Mr. Cloud noted that the seven (7) units north of 65th Street were designated as single family units by the County. He stated the frontage road was an extension of their individual driveways. He opined that the common area should be designated the same as the owners of the property it is attributable to. Councilmember Piekarski Krech stated the common areas were not individually listed on the assessment roll. She questioned where the amount that was divided amongst all of the properties for the common area was shown on the assessment roll.

Mr. Kaldunski stated the assessment roll for option two has a separate column that reflects their share of the street assessment for the common area. He noted the common area had a large amount of frontage along 65th Street.

Councilmember Piekarski Krech clarified that they were only paying a street assessment for the common area. The rest of their individual assessment was for drainage.

Mr. Kaldunski replied in the affirmative.

Mr. Kuntz stated the residents want the linear frontage of the common area along 65th Street to be assessed at the single family rate of approximately \$85 per linear foot.

Mayor Tourville clarified that the issue related to common areas did not apply to the residents on Blackhawk Trail.

Mr. Kaldunski stated that was correct.

Mayor Tourville questioned if there were any other townhome developments in the project area.

Mr. Kaldunski stated there were several within the project area that were assessed at the non-single family rate.

Mayor Tourville questioned what the residents on Burnham Circle were being assessed for.

Mr. Dodge stated there were several single family residences with indirect access to 65th Street that were being assessed for street improvements.

Mayor Tourville stated the rate designations were very confusing. He explained his preference would be to follow the recommendation in option two and establish a cap of \$4,000 for all single family parcels. He suggested that more discussion was needed regarding the cap for commercial properties and the designation of the properties along Bixby with respect to the common area. He stated the commercial property owners needed to meet with staff for additional discussion.

The Council agreed more discussion was needed with staff regarding the cap for commercial properties.

Mayor Tourville stated the properties on Bixby, in terms of real estate classifications, were not designated as multi-family properties.

**Motion by Mueller, second by Piekarski Krech, to receive all written correspondence and assessment objections****Ayes: 5****Nays: 0      Motion carried.**

Mayor Tourville questioned if the assessments would go into effect January 1, 2015.

Mr. Kuntz stated the interest would begin to accrue on the date the assessment was levied. The first installment would be payable in 2015.

Mayor Tourville explained how the City established the interest rate.

Mr. Lynch stated the City was holding costs on the bonds that were sold until the assessments begin to be paid. The bonds were sold at an interest rate between 3.5% and 3.7%. The proposed interest rate for the assessments was 4.8%.

Mayor Tourville reviewed the deferment process.

Mr. Kuntz suggested that the Council could continue the hearing to the second regular meeting in August to allow staff time to work out the issues related to the commercial properties and the non-single family classifications. He stated some of the historical background related to the two (2) rate classifications could also be provided at that time.

Councilmember Piekarski Krech reiterated that the Council was going to establish a \$4,000 cap for all single family properties even though it would not be voted on until August 25th.

Councilmember Mueller clarified that people would have thirty days from the date the assessment was levied to pay without interest.

Mr. Kuntz stated that was correct.

**Motion by Bartholomew, second by Piekarski Krech, to continue public hearing to August 25, 2014 at 7:00 pm****Ayes: 5****Nays: 0      Motion carried.****7. REGULAR AGENDA:****COMMUNITY DEVELOPMENT:**

**A. CONCORD CROSSROADS:** Consider the following requests for property located at 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

Mr. Link reviewed the location of the property. He explained the request was to divide the lot into two (2) lots to make the site more marketable. The current utility and drainage easements would be vacated and rededicated. No changes to the site were proposed. The request met all ordinance requirements and both Planning staff and the Planning Commission recommended approval.

Mark Hanson, land surveyor, stated the developer wanted to divide the lot in order to refinance the retail portion of the commercial property.

**Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 14-108 relating to a Preliminary and Final Plat for a Two Lot Commercial Subdivision to be known as Concord Crossroads 2nd Addition and Resolution No. 14-109 relating to a Vacation of related Public Drainage and Utility Easements Associated with the Original Plat**

**Ayes: 5**

**Nays: 0      Motion carried.**

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

Mr. Link explained the easement was dedicated with the original plat and the properties within the development had subsequently gone through a series of replats. As the new plats are approved the original easements are vacated and new easements are dedicated. It was found that a vacation was missed as part of the Argenta Hills Fifth Addition. He noted the new easement had already been dedicated. Both Planning staff and the Planning Commission recommended approval.

**Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 14-110 relating to the Vacation of Certain Drainage and Utility Easements within the plat of Argenta Hills**

**Ayes: 5**

**Nays: 0      Motion carried.**

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

Mr. Link stated the summary report was presented to the Council during their most recent work session. He explained the Housing Committee would use the report to develop a work plan and identify priorities for the next one (1) to two (2) years.

**Motion by Bartholomew, second by Madden, to adopt Resolution No. 14-111 Accepting the Opportunity City Program Summary Report prepared by the Urban Land Institute**

**Ayes: 5**

**Nays: 0      Motion carried.**

**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

Councilmember Madden asked for further clarification as to why the request was being made.

Ms. Kennedy explained that although Inver Grove Heights was designated to administer absentee voting the City was not responsible for the administration of military and overseas (UOCAVA) absentee ballots with the exception of counting the accepted ballots. She stated Dakota County was responsible for processing UOCAVA applications, issuing UOCAVA ballots, and accepting and rejecting UOCAVA ballots submitted by voters. The Dakota County Absentee Ballot Board delivered all accepted UOCAVA absentee ballots to the City for counting purposes. Because many of the UOCAVA ballots require duplication prior to being counted the Dakota County Absentee Ballot Board offered to complete the duplication process prior to the delivery of the UOCAVA ballots to the City. She noted this would save staff a tremendous amount of time on Election Day as it can be very time consuming to duplicate ballots.

Councilmember Bartholomew questioned why the ballots needed to be duplicated.

Ms. Kennedy stated in most instances the UOCAVA ballots were not in a format or on media that could be

read by the ballot counter.

Councilmember Bartholomew questioned how the City would be able to verify that the ballots were duplicated correctly.

Ms. Kennedy explained that the Dakota County Absentee Ballot Board would be required to perform the duplication process as outlined in State statute. She stated this included delivery of both the original and the duplicate ballot to the City for retention purposes. She noted every municipality in the County that was designated to administer absentee voting was considering delegation of the same authority to the Dakota County Absentee Ballot Board.

Councilmember Piekarski Krech questioned if the ordinance required three (3) readings.

Ms. Kennedy stated staff requested that Council consider waiving the requirement for three (3) readings of the ordinance in order to delegate the specified authority to the County prior to the Primary Election.

**Motion by Madden, second by Bartholomew, to adopt Ordinance No. 1281 Amending Inver Grove Heights Title 1, Chapter 7, Section 6 related to the Authority to Duplicate Military and Overseas Absentee Ballots and to waive the requirement for three readings and Resolution No. 14-112 Delegating Duty of Duplicating Military and Overseas Absentee Ballots to the Dakota County Absentee Ballot Board when Necessary Prior to Delivery to the City**

**Ayes: 5**

**Nays: 0      Motion carried.**

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

Mr. Lynch explained several organizational changes were discussed to fulfill some of the duties that were previously handled by the Assistant City Administrator position. He proposed the creation of a new position, Human Resources Director, to handle the various human resources related issues for the City. He stated the position would not be at the department head level, would have no direct reports, and would report directly to the City Administrator. He stated in order to attract a candidate with the desired level of experience the proposed pay range of \$83,000 to \$103,000 was commensurate with other high-level positions in the City including the Assistant Fire Chief, Police Lieutenants, and the City Engineer. He reviewed salary survey information from the League of Minnesota Cities to provide comparative data for similar positions in cities similar in size to Inver Grove Heights. South St. Paul's pay range was \$78,000 to \$102,910 and they currently paid their Human Resources Director \$86,445. Farmington's pay range was \$82,497 to \$103,000. Fridley's pay range was \$85,000 to \$109,000 and the Human Resources Director was currently paid \$109,000. Brooklyn Center's pay range was \$77,987 to \$94,906 and the position was currently paid \$94,906. Andover's pay range was \$72,251 to \$95,610 and the position was currently paid \$95,610.

Councilmember Bartholomew stated if the position was not going to be a department head the position title should not include the word director. He suggested the title "Human Resources Manager". He suggested that the pay scale be lowered to \$76,700 to \$95,900 because the position would have no direct reports. He opined the City could attract quality individuals within that pay scale. He suggested that the job description be changed to reflect five (5) years of government experience versus ten (10) years.

Councilmember Mueller agreed that ten (10) years of government experience could be reduced. He stated he felt a starting salary in the \$78,000 range would be sufficient.

Mayor Tourville agreed that the title should be changed if it was not going to be a department head position. He opined the years of experience may have to be reduced if the pay scale was going to be lowered.

Councilmember Piekarski Krech questioned if the City was going to hold to the desired level of experience in the job description and if the individual had to have government experience. She opined the candidate may not necessarily need government experience.

Councilmember Madden stated government employment was completely different than the private sector.

Mayor Tourville agreed that government experience was important because it was very different from the private sector. He suggested five (5) to ten (10) years of government experience. He agreed with including five (5) years of supervisory experience.

Mr. Lynch opined that supervisory experience was necessary because the individual would be expected to provide guidance and assistance to employees in a supervisory position. He explained government experience was important because many aspects of government employment, such as comparable worth, were very unique and different from common practices in the private sector.

Mayor Tourville stated the range could be lowered with the understanding that the City Administrator could come to the Council for approval to increase the starting salary for an exceptional candidate.

Councilmember Bartholomew opined it was important to keep the position within the “V” pay scale. He stated he would be open to the City Administrator asking for approval to start the candidate at a different step within that pay scale.

Councilmember Piekarski Krech stated the City had moved positions to other pay scales in the past when it was warranted. She questioned if the Council wanted to consider advertising the position with a pay scale that would be dependent on the candidate’s qualifications.

Mr. Lynch stated in order to negotiate with a candidate some sort of scale should be established.

**Motion by Mueller, second by Bartholomew, to authorize the City Administrator to proceed with the hiring process for the position of Human Resources Manager with the changes to the job description as discussed.**

**Ayes: 5**

**Nays: 0            Motion carried.**

Mr. Lynch provided an overview of the revised job description for the City Administrator. He noted the changes were made following discussion with the City Council at previous work sessions. He explained he would be bringing back revised job descriptions for each of the positions that formerly reported to the Assistant City Administrator to reflect the fact that those positions now report directly to the City Administrator, along with the formal abolishment of the Assistant City Administrator position. He also suggested changes to the job description for one (1) position to more accurately reflect the duties performed by that position. He stated those items would likely be brought back to the Council after the Human Resources Manager position was filled. He explained he would like to reinstitute an internship program to assist in the various City departments and learn about the operations of a local government.

Mayor Tourville stated he would like more information related to the internship position.

Mr. Lynch stated his intent would be to present the Council with a formalized plan and schedule.

Mayor Tourville stated in the City Administrator’s job description it was listed that the position serves as the Clerk for the City. He noted this issue was previously discussed. He explained a number of cities have taken that designation out of the City Administrator’s title and job description because the City Administrator does not have the proper certification to be a City Clerk. He stated the City Administrator may supervise the City Clerk, but does not necessarily function as the Clerk.

Mr. Lynch stated following Council discussion that was one of the terms that was left in the job description.

Mayor Tourville stated the job description was false because the City Administrator did not perform any of the duties associated with the City Clerk. He opined he just wanted the job description to be accurate.

Mr. Lynch explained until the title was amended he was the City Clerk and could designate someone else to perform the duties of the City Clerk.

Mr. Kuntz stated as of right now the City Administrator was the City Clerk and there was an employment

contract in place that reflected that fact.

Councilmember Bartholomew stated the City Administrator could appoint a Deputy Clerk to perform the clerk duties.

Councilmember Piekarski Krech stated that was the way it had always been.

Mr. Kuntz stated the previous City Administrator, Jim Willis, was also technically the City Clerk. He noted prior to that the City Administrator was not the City Clerk.

Councilmember Madden questioned if the City Administrator was certified to be a City Clerk.

Mr. Lynch replied in the negative.

Councilmember Madden opined he should not be designated as the City Clerk if he is not certified.

Councilmember Piekarski Krech stated the problem was that he was hired as the City Administrator/Clerk and his employment contract should be amended if he is no longer going to serve as the clerk.

Councilmember Bartholomew suggested holding off on approving the job description until the City Administrator's employment contract was amended.

Councilmember Mueller questioned if Mr. Lynch objected to not being designated as the clerk.

Mr. Lynch stated he had never been a certified municipal clerk and the City currently had a very good person fulfilling the duties of the clerk.

Councilmember Bartholomew stated the employment contract needed to be amended to reflect the change.

Mr. Lynch stated he would bring back an amended contract and revised job description at a subsequent meeting.

Councilmember Piekarski Krech stated if they were going to hire a human resources person they needed to review the existing position and the corresponding job description at the same time.

Mr. Lynch stated that was why he suggested changes to the job description of the Human Resources Coordinator to more accurately reflect the duties performed by the position. He explained the position provided assistance to the City Administrator, the Deputy Clerk during elections, and previously to the Assistant City Administrator primarily in human resources functions. He reiterated the title of the position needed to more accurately reflect the flexibility of the position.

#### **8. MAYOR & COUNCIL COMMENTS:**

Mr. Lynch stated he had previously discussed appointing two representatives from the Council to the interview committee for the fire station.

#### **Motion by Bartholomew, second by Madden, to appoint Council members Mueller and Piekarski Krech to the Fire Station Interview Committee**

**Ayes: 5**

**Nays: 0      Motion carried.**

Councilmember Piekarski Krech reminded residents about Night to Unite on August 5<sup>th</sup>.

**9. ADJOURN:** Motion by Madden, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 10:45 p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: August 11, 2014  
 Item Type: Consent  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Bill Schroepfer, Accountant  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of July 24, 2014 to August 6, 2014.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending August 6, 2014. The detail of these disbursements is attached to this memo.

|                                 |                              |
|---------------------------------|------------------------------|
| General & Special Revenue       | \$648,355.48                 |
| Debt Service & Capital Projects | 998,182.94                   |
| Enterprise & Internal Service   | 74,044.74                    |
| Escrows                         | 12,514.96                    |
|                                 | <hr/>                        |
| Grand Total for All Funds       | <u><u>\$1,733,098.12</u></u> |

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period July 24, 2014 to August 6, 2014 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING August 6, 2014**

**WHEREAS**, a list of disbursements for the period ending August 6, 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       | \$648,355.48                 |
| Debt Service & Capital Projects | 998,182.94                   |
| Enterprise & Internal Service   | 74,044.74                    |
| Escrows                         | 12,514.96                    |
| Grand Total for All Funds       | <u><u>\$1,733,098.12</u></u> |

Adopted by the City Council of Inver Grove Heights this 11th day of August, 2014.

Ayes:

Nays:

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

ATTEST:

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



| Vendor Name                      | Payable Number           | Post Date  | Description (Item)              | Account Number        | Amount    |
|----------------------------------|--------------------------|------------|---------------------------------|-----------------------|-----------|
| ABC RENTALS INC                  | 228768                   | 07/30/2014 | 225                             | 101.44.6000.451.40050 | 152.84    |
| ABDO, EICK & MEYERS, LLP         | 03326.0                  | 07/30/2014 | 7/                              | 101.41.2000.415.30100 | 4,650.00  |
| ACE PAINT & HARDWARE             | 520471/5                 | 07/30/2014 | 501126                          | 101.44.6000.451.40047 | 4.95      |
| ACE PAINT & HARDWARE             | 520679/5                 | 07/30/2014 | 501126                          | 101.44.6000.451.40047 | 2.37      |
| ACE PAINT & HARDWARE             | 502702/5                 | 08/06/2014 | 501126                          | 101.44.6000.451.60012 | 4.00      |
| ACE PAINT & HARDWARE             | 502740/5                 | 08/06/2014 | 501126                          | 101.44.6000.451.40040 | 26.96     |
| ACE PAINT & HARDWARE             | 520753/5                 | 08/06/2014 | 501126                          | 101.44.6000.451.40047 | 35.38     |
| ACE PAINT & HARDWARE             | 520756/5                 | 08/06/2014 | 501126                          | 101.44.6000.451.40047 | 5.98      |
| ACE PAINT & HARDWARE             | 520766/5                 | 07/30/2014 | 501126                          | 101.43.5200.443.60016 | 20.97     |
| ACE PAINT & HARDWARE             | 520824/5                 | 08/06/2014 | 501126                          | 101.44.6000.451.40047 | 16.47     |
| ACE PAINT & HARDWARE             | 520598/5                 | 07/30/2014 | 501126                          | 101.44.6000.451.40040 | 8.57      |
| ACE PAINT & HARDWARE             | 520645/5                 | 07/30/2014 | 501126                          | 101.44.6000.451.40047 | 5.16      |
| ACE PAINT & HARDWARE             | 520650/5                 | 07/30/2014 | 501126                          | 101.44.6000.451.40040 | 83.85     |
| AFSCME COUNCIL 5                 | INV0030287               | 07/25/2014 | UNION DUES (AFSCME FAIR SHARE)  | 101.203.2031000       | 67.10     |
| AFSCME COUNCIL 5                 | INV0030288               | 07/25/2014 | UNION DUES (AFSCME FULL SHARE)  | 101.203.2031000       | 641.28    |
| AFSCME COUNCIL 5                 | INV0030289               | 07/25/2014 | UNION DUES (AFSCME FULL SHARE-F | 101.203.2031000       | 75.15     |
| AFSCME COUNCIL 5                 | INV0030578               | 08/08/2014 | UNION DUES (AFSCME FAIR SHARE)  | 101.203.2031000       | 67.10     |
| AFSCME COUNCIL 5                 | INV0030579               | 08/08/2014 | UNION DUES (AFSCME FULL SHARE)  | 101.203.2031000       | 641.28    |
| AFSCME COUNCIL 5                 | INV0030580               | 08/08/2014 | UNION DUES (AFSCME FULL SHARE-F | 101.203.2031000       | 75.15     |
| AMERICAN INFRASTRUCTURE TECHNO   | 14189                    | 08/06/2014 | 14048                           | 101.43.5200.443.60016 | 857.85    |
| AT & T MOBILITY                  | 287237771092X07122014    | 07/30/2014 | 287237771092                    | 101.41.1000.413.50020 | 85.00     |
| AT & T MOBILITY                  | 287237771092X07122014    | 07/30/2014 | 287237771092                    | 101.43.5100.442.50020 | 30.00     |
| BARNA, GUZY, & STEFFEN LTD       | 133157                   | 07/30/2014 | 50003-005                       | 101.41.1100.413.30430 | 26.00     |
| BARR ENGINEERING COMPANY         | 23190328.14-24           | 07/30/2014 | 5/17/14-6/13/14                 | 101.43.5100.442.30300 | 3,980.50  |
| BATTERIES PLUS                   | 030-611045               | 08/06/2014 | c-1034                          | 101.44.6000.451.40040 | 44.99     |
| BULLEX, INC.                     | 53124                    | 07/30/2014 | 6/30/14                         | 101.42.4200.423.60018 | 24,990.00 |
| CA DEPT OF CHILD SUPPORT SERVICE | INV0030290               | 07/25/2014 | MIGUEL GUADALAJARA FEIN/TAXPAY  | 101.203.2032100       | 279.69    |
| CENTRAL TURF & IRRIGATION SUPPLY | 5049755-00               | 08/06/2014 | 112659                          | 101.44.6000.451.40047 | 166.00    |
| CENTURY LINK                     | 7/19/14 651 455 9072 782 | 08/06/2014 | 651 455 9072 782                | 101.42.4200.423.50020 | 144.77    |
| CENTURY LINK                     | 7/7/14 651 451 0205 745  | 07/30/2014 | 651 451 0205 745                | 101.44.6000.451.50020 | 58.94     |
| CITY OF MINNEAPOLIS RECEIVABLES  | 400413005093             | 07/30/2014 | 612005356                       | 101.42.4000.421.30700 | 2,691.00  |
| COMCAST                          | 8772 10 591 0024732      | 08/06/2014 | 8872 10 591 0024732             | 101.42.4200.423.30700 | 6.75      |
| CULLIGAN                         | 6/30/14 157-98511918-7   | 07/30/2014 | 157-9511918-7                   | 101.44.6000.451.40040 | 504.00    |
| DAKOTA COMMUNICATIONS CENTER     | IG2014-08                | 07/30/2014 | AUGUST 2014                     | 101.42.4000.421.70502 | 42,672.60 |
| DAKOTA COMMUNICATIONS CENTER     | IG2014-08                | 07/30/2014 | AUGUST 2014                     | 101.42.4200.423.70502 | 4,741.40  |
| DAMIANI, GREGORY                 | 7/30/14                  | 07/30/2014 | REFUND-PERMIT CHANGE            | 101.45.0000.3224000   | 20.00     |
| DANNER LANDSCAPING               | 10988                    | 08/06/2014 | 7/19/14                         | 101.44.6000.451.60016 | 600.00    |
| EARL F ANDERSEN INC              | 0105396-IN               | 07/30/2014 | 0004094                         | 101.43.5200.443.60016 | 93.26     |
| EFTPS                            | INV0030307               | 07/25/2014 | FEDERAL WITHHOLDING             | 101.203.2030200       | 44,957.37 |
| EFTPS                            | INV0030309               | 07/25/2014 | MEDICARE WITHHOLDING            | 101.203.2030500       | 12,914.06 |
| EFTPS                            | INV0030310               | 07/25/2014 | SOCIAL SECURITY WITHHOLDING     | 101.203.2030400       | 41,562.28 |
| EFTPS                            | INV0030312               | 07/25/2014 | FEDERAL WITHHOLDING             | 101.203.2030200       | 3,746.04  |
| EFTPS                            | INV0030314               | 07/25/2014 | MEDICARE WITHHOLDING            | 101.203.2030500       | 403.88    |
| EFTPS                            | INV0030315               | 07/25/2014 | SOCIAL SECURITY WITHHOLDING     | 101.203.2030400       | 1,726.98  |
| EFTPS                            | INV0030602               | 08/08/2014 | FEDERAL WITHHOLDING             | 101.203.2030200       | 43,793.78 |
| EFTPS                            | INV0030604               | 08/08/2014 | MEDICARE WITHHOLDING            | 101.203.2030500       | 12,062.30 |
| EFTPS                            | INV0030605               | 08/08/2014 | SOCIAL SECURITY WITHHOLDING     | 101.203.2030400       | 37,309.04 |
| EXTREME LANDSCAPING INC.         | JUNE 2014                | 07/30/2014 | STATION #3                      | 101.42.4200.423.60018 | 600.00    |
| EZ DOCK OF MIDWEST               | 14271                    | 08/06/2014 | 7/11/14                         | 101.44.6000.451.40047 | 128.50    |
| FIRSTSCRIBE                      | 2463157                  | 07/30/2014 | 7/1/14                          | 101.43.5100.442.40044 | 250.00    |
| GENESIS EMPLOYEE BENEFITS ACH O  | INV0030292               | 07/25/2014 | HSA ELECTION-FAMILY             | 101.203.2032500       | 2,985.07  |
| GENESIS EMPLOYEE BENEFITS ACH O  | INV0030293               | 07/25/2014 | HSA ELECTION-SINGLE             | 101.203.2032500       | 2,722.24  |
| GENESIS EMPLOYEE BENEFITS ACH O  | INV0030583               | 08/08/2014 | HSA ELECTION-FAMILY             | 101.203.2032500       | 2,985.07  |
| GENESIS EMPLOYEE BENEFITS ACH O  | INV0030584               | 08/08/2014 | HSA ELECTION-SINGLE             | 101.203.2032500       | 2,722.24  |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.41.1100.413.30550 | 29.57     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.41.2000.415.30550 | 92.30     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.42.4000.421.30550 | 282.05    |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.42.4200.423.30550 | 14.00     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.43.5000.441.30550 | 8.38      |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.43.5100.442.30550 | 53.81     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.43.5200.443.30550 | 33.17     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.44.6000.451.30550 | 54.47     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.45.3000.419.30550 | 17.50     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.45.3200.419.30550 | 14.57     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24041                    | 07/30/2014 | 5/31/14                         | 101.45.3300.419.30550 | 22.67     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24718                    | 07/30/2014 | 2ND QTR 2014                    | 101.41.1100.413.30550 | 1.19      |
| GENESIS EMPLOYEE BENEFITS, INC   | 24718                    | 07/30/2014 | 2ND QTR 2014                    | 101.41.2000.415.30550 | 2.32      |
| GENESIS EMPLOYEE BENEFITS, INC   | 24718                    | 07/30/2014 | 2ND QTR 2014                    | 101.42.4000.421.30550 | 15.47     |
| GENESIS EMPLOYEE BENEFITS, INC   | 24718                    | 07/30/2014 | 2ND QTR 2014                    | 101.43.5000.441.30550 | 1.19      |

| Vendor Name                       | Payable Number              | Post Date  | Description (Item)              | Account Number        | Amount    |
|-----------------------------------|-----------------------------|------------|---------------------------------|-----------------------|-----------|
| GENESIS EMPLOYEE BENEFITS, INC    | 24718                       | 07/30/2014 | 2ND QTR 2014                    | 101.43.5100.442.30550 | 3.57      |
| GENESIS EMPLOYEE BENEFITS, INC    | 24718                       | 07/30/2014 | 2ND QTR 2014                    | 101.44.6000.451.30550 | 1.58      |
| GENESIS EMPLOYEE BENEFITS, INC    | 24718                       | 07/30/2014 | 2ND QTR 2014                    | 101.45.3000.419.30550 | 1.07      |
| GENESIS EMPLOYEE BENEFITS, INC    | 24718                       | 07/30/2014 | 2ND QTR 2014                    | 101.45.3300.419.30550 | 2.38      |
| GERRY'S FIRE & SAFETY INC         | 47379                       | 08/06/2014 | 7/28/14                         | 101.42.4200.423.40042 | 111.50    |
| GERRY'S FIRE & SAFETY INC         | 47380                       | 08/06/2014 | 7/28/14                         | 101.42.4200.423.40042 | 262.30    |
| GERTENS                           | 318823/1                    | 07/30/2014 | 103566                          | 101.44.6000.451.60016 | 94.00     |
| GOODPOINTE TECHNOLOGY, INC.       | 1809                        | 07/30/2014 | 6/27/14                         | 101.43.5100.442.40044 | 4,700.00  |
| HAWKINS, JOE                      | 7/18/14                     | 07/30/2014 | REIMBURSE-MILEAGE               | 101.44.6000.451.50065 | 140.00    |
| HOME DEPOT CREDIT SERVICES        | 7/13/14 6035 3225 0206 1959 | 07/30/2014 | 6035 3225 0206 1959             | 101.43.5200.443.60016 | 971.97    |
| HOME DEPOT CREDIT SERVICES        | 7/13/14 6035 3225 0255 4813 | 08/06/2014 | 6035 3225 0255 4813             | 101.42.4200.423.60011 | 111.74    |
| HOME DEPOT CREDIT SERVICES        | 7/13/14 6035 3225 0255 4813 | 08/06/2014 | 6035 3225 0255 4813             | 101.42.4200.423.60065 | 191.27    |
| HOME DEPOT CREDIT SERVICES        | K8782701                    | 08/06/2014 | 4069900                         | 101.43.5200.443.40050 | 4,320.00  |
| HSC MILITARY FUND                 | 101275                      | 08/06/2014 | REISSUE CK#101275               | 101.41.1000.413.50075 | 250.00    |
| ICMA RETIREMENT TRUST - 457       | INV0030294                  | 07/25/2014 | ICMA-AGE <49 %                  | 101.203.2031400       | 4,438.83  |
| ICMA RETIREMENT TRUST - 457       | INV0030295                  | 07/25/2014 | ICMA-AGE <49                    | 101.203.2031400       | 4,325.00  |
| ICMA RETIREMENT TRUST - 457       | INV0030296                  | 07/25/2014 | ICMA-AGE 50+ %                  | 101.203.2031400       | 1,182.49  |
| ICMA RETIREMENT TRUST - 457       | INV0030297                  | 07/25/2014 | ICMA-AGE 50+                    | 101.203.2031400       | 5,612.87  |
| ICMA RETIREMENT TRUST - 457       | INV0030298                  | 07/25/2014 | ICMA (EMPLOYER SHARE ADMIN)     | 101.203.2031400       | 73.67     |
| ICMA RETIREMENT TRUST - 457       | INV0030305                  | 07/25/2014 | ROTH IRA (AGE 49 & UNDER)       | 101.203.2032400       | 587.70    |
| ICMA RETIREMENT TRUST - 457       | INV0030585                  | 08/08/2014 | ICMA-AGE <49 %                  | 101.203.2031400       | 4,727.35  |
| ICMA RETIREMENT TRUST - 457       | INV0030586                  | 08/08/2014 | ICMA-AGE <49                    | 101.203.2031400       | 4,325.00  |
| ICMA RETIREMENT TRUST - 457       | INV0030587                  | 08/08/2014 | ICMA-AGE 50+ %                  | 101.203.2031400       | 1,313.67  |
| ICMA RETIREMENT TRUST - 457       | INV0030588                  | 08/08/2014 | ICMA-AGE 50+                    | 101.203.2031400       | 4,812.87  |
| ICMA RETIREMENT TRUST - 457       | INV0030589                  | 08/08/2014 | ICMA (EMPLOYER SHARE ADMIN)     | 101.203.2031400       | 73.67     |
| ICMA RETIREMENT TRUST - 457       | INV0030599                  | 08/08/2014 | ROTH IRA (AGE 49 & UNDER)       | 101.203.2032400       | 587.70    |
| IDENTISYS                         | 218283                      | 08/06/2014 | CO1169                          | 101.42.4000.421.50030 | 66.22     |
| ING DIRECT                        | INV0030311                  | 07/25/2014 | MSRS-HCSP                       | 101.203.2032200       | 28,498.53 |
| INVER GROVE FORD                  | 7/25/14 94917               | 08/06/2014 | 94917                           | 101.42.4000.421.70300 | 267.81    |
| IUOE                              | INV0030590                  | 08/08/2014 | UNION DUES IUOE                 | 101.203.2031000       | 1,147.75  |
| JRK SEED & TURF SUPPLY            | 12386/4                     | 07/30/2014 | 1382                            | 101.44.6000.451.60016 | 29.90     |
| JUST RITE CONST INC               | 485027                      | 07/30/2014 | 6/30/14                         | 101.44.6000.451.40047 | 2,799.00  |
| LEAGUE OF MN CITIES               | 201038                      | 08/06/2014 | 7/21/14                         | 101.44.6000.451.50080 | 15.00     |
| LELS                              | INV0030591                  | 08/08/2014 | UNION DUES (LELS)               | 101.203.2031000       | 1,300.00  |
| LELS SERGEANTS                    | INV0030600                  | 08/08/2014 | UNION DUES (LELS SGT)           | 101.203.2031000       | 225.00    |
| LOCAL GOVERNMENT INFORMATION S    | 38657                       | 08/06/2014 | 106325                          | 101.42.4200.423.60065 | 24.44     |
| LOCAL GOVERNMENT INFORMATION S    | 38698                       | 08/06/2014 | 106325                          | 101.42.4000.421.70501 | 1,609.00  |
| LOCAL GOVERNMENT INFORMATION S    | 38708                       | 07/30/2014 | 111541                          | 101.42.4200.423.30700 | 110.00    |
| LOCAL GOVERNMENT INFORMATION S    | 38732                       | 08/06/2014 | 106325                          | 101.42.4000.421.40044 | 297.00    |
| LYNCH, JOE                        | 7/18/14                     | 07/30/2014 | REIMBURSE-MEETING               | 101.41.1100.413.50075 | 56.98     |
| M & J SERVICES, LLC               | 1089                        | 07/30/2014 | 7/16                            | 101.44.6000.451.40047 | 2,450.00  |
| M & J SERVICES, LLC               | 1090                        | 08/06/2014 | 3630 75TH ST E                  | 101.43.5200.443.40046 | 465.00    |
| MADISON NATIONAL LIFE INSURANCE C | 1137400                     | 08/06/2014 | AUGUST 2014                     | 101.203.2031700       | 2,508.08  |
| MADISON NATIONAL LIFE INSURANCE C | 1137400                     | 08/06/2014 | AUGUST 2014                     | 101.41.1100.413.20630 | (28.50)   |
| MADISON NATIONAL LIFE INSURANCE C | 1137400                     | 08/06/2014 | AUGUST 2014                     | 101.43.5100.442.20630 | (9.19)    |
| MADISON NATIONAL LIFE INSURANCE C | 1137400                     | 08/06/2014 | AUGUST 2014                     | 101.44.6000.451.20630 | (4.60)    |
| MINNESOTA DEPARTMENT OF HUMAN     | INV0030291                  | 07/25/2014 | JUSTIN PARRANTO FEIN/TAXPAYER I | 101.203.2032100       | 495.61    |
| MN DEPT OF REVENUE                | INV0030308                  | 07/25/2014 | STATE WITHHOLDING               | 101.203.2030300       | 19,237.67 |
| MN DEPT OF REVENUE                | INV0030313                  | 07/25/2014 | STATE WITHHOLDING               | 101.203.2030300       | 1,145.02  |
| MN DEPT OF REVENUE                | INV0030603                  | 08/08/2014 | STATE WITHHOLDING               | 101.203.2030300       | 18,484.04 |
| MN DEPT OF TRANSPORTATION         | P00002973                   | 08/06/2014 | 0000001298                      | 101.43.5200.443.40046 | 181.06    |
| MN DNR - OMB                      | 899260                      | 07/30/2014 | 7/8/14                          | 101.44.6000.451.60065 | 22.74     |
| MN GLOVE & SAFETY, INC.           | 281134                      | 07/30/2014 | CITINVP                         | 101.44.6000.451.60045 | 63.65     |
| MN LIFE INSURANCE CO              | AUGUST 2014                 | 07/30/2014 | 0027324                         | 101.203.2030900       | 3,041.68  |
| MN LIFE INSURANCE CO              | AUGUST 2014                 | 07/30/2014 | 0027324                         | 101.43.5200.443.20620 | (5.34)    |
| MN LIFE INSURANCE CO              | AUGUST 2014                 | 07/30/2014 | 0027324                         | 101.44.6000.451.20620 | (2.67)    |
| MN NCPERS LIFE INSURANCE          | AUGUST 2014                 | 08/06/2014 | AUGUST 2014                     | 101.203.2031600       | 336.00    |
| MN SECRETARY OF STATE - NOTARY    | RENEWAL 2014 K. FISCHER     | 07/30/2014 | KATHLEEN JOAN FISCHER RENEWAL   | 101.43.5100.442.50070 | 120.00    |
| NORTHLAND HOME EXTERIORS          | 8709 ANN MARIE TRL          | 08/06/2014 | REFUND-JOB CANCELLED            | 101.45.0000.3221000   | 271.40    |
| PERA                              | INV0030299                  | 07/25/2014 | PERA COORDINATED PLAN           | 101.203.2030600       | 30,999.48 |
| PERA                              | INV0030300                  | 07/25/2014 | EMPLOYER SHARE (EXTRA PERA)     | 101.203.2030600       | 2,479.90  |
| PERA                              | INV0030301                  | 07/25/2014 | PERA DEFINED PLAN               | 101.203.2030600       | 57.69     |
| PERA                              | INV0030302                  | 07/25/2014 | EMPLOYER SHARE (PERA DEFINED P  | 101.203.2030600       | 57.69     |
| PERA                              | INV0030303                  | 07/25/2014 | PERA POLICE & FIRE PLAN         | 101.203.2030600       | 11,718.56 |
| PERA                              | INV0030304                  | 07/25/2014 | EMPLOYER SHARE (POLICE & FIRE P | 101.203.2030600       | 17,577.81 |
| PERA                              | INV0030593                  | 08/08/2014 | PERA COORDINATED PLAN           | 101.203.2030600       | 30,685.42 |
| PERA                              | INV0030594                  | 08/08/2014 | EMPLOYER SHARE (EXTRA PERA)     | 101.203.2030600       | 2,454.85  |
| PERA                              | INV0030595                  | 08/08/2014 | PERA DEFINED PLAN               | 101.203.2030600       | 57.69     |
| PERA                              | INV0030596                  | 08/08/2014 | EMPLOYER SHARE (PERA DEFINED P  | 101.203.2030600       | 57.69     |
| PERA                              | INV0030597                  | 08/08/2014 | PERA POLICE & FIRE PLAN         | 101.203.2030600       | 12,204.69 |
| PERA                              | INV0030598                  | 08/08/2014 | EMPLOYER SHARE (POLICE & FIRE P | 101.203.2030600       | 18,307.02 |
| PRESTIGE ELECTRIC, INC.           | 86104                       | 07/30/2014 | 7/18/14                         | 101.42.4200.423.40040 | 1,024.00  |
| RCM SPECIALTIES, INC.             | 4369                        | 07/30/2014 | 7/16/14                         | 101.43.5200.443.60016 | 1,100.29  |
| SABRE PLUMBING & HEATING          | 8668 CRISMON WAY            | 07/30/2014 | REFUND-DUPLICATE PERMIT         | 101.45.0000.3224000   | 80.00     |
| SAM'S CLUB                        | 7/13/14 6035 3225 0255 4813 | 07/30/2014 | 6035 3225 0255 4813             | 101.42.4200.423.60011 | 82.81     |
| SAM'S CLUB                        | 7/13/14 6035 3225 0255 4813 | 07/30/2014 | 6035 3225 0255 4813             | 101.42.4200.423.60065 | 191.27    |
| SAM'S CLUB                        | 7/23/14 7715 0900 6184 5624 | 08/06/2014 | 7715 0900 6184 5624             | 101.43.5200.443.60016 | 239.04    |
| SAM'S CLUB                        | 7/23/14 7715 0904 0133 4891 | 08/06/2014 | 7715 0904 0133 4891             | 101.42.4200.423.60065 | 55.04     |

| Vendor Name                       | Payable Number              | Post Date  | Description (Item)          | Account Number        | Amount    |
|-----------------------------------|-----------------------------|------------|-----------------------------|-----------------------|-----------|
| SAVATREE                          | 3328396                     | 07/30/2014 | 102256                      | 101.44.6000.451.30700 | 300.00    |
| SCHLOMKA PROPERTIES               | 5827                        | 08/06/2014 | 7/17/14                     | 101.43.5200.443.40050 | 5,004.00  |
| STATE OF MN - CRIMINAL APPREHENS  | 7/22/14                     | 07/30/2014 | CHILDCARE BACKGROUND CHECKS | 101.41.1100.413.30500 | 165.00    |
| STERLING CODIFIERS                | 15148                       | 07/30/2014 | IN0921                      | 101.41.1100.413.30700 | 1,556.00  |
| TESSMAN COMPANY, THE              | S198796-IN                  | 07/30/2014 | 00-INV5001                  | 101.44.6000.451.60035 | 1,600.34  |
| THILL, JUDY                       | 103381                      | 07/30/2014 | REPLACEMENT CHECK 103381    | 101.42.4200.423.50075 | 243.47    |
| THILL, JUDY                       | 105067                      | 07/30/2014 | REPLACEMENT CHECK 105067    | 101.42.4200.423.50075 | 94.30     |
| THILL, JUDY                       | 105067                      | 07/30/2014 | REPLACEMENT CHECK 105067    | 101.42.4200.423.50075 | 318.55    |
| TRACTOR SUPPLY CREDIT PLAN        | 7/21/14 6035 3012 0018 3679 | 08/06/2014 | 6035 3012 0018 3679         | 101.43.5200.443.60016 | 19.98     |
| TRACTOR SUPPLY CREDIT PLAN        | 7/21/14 6035 3012 0018 3679 | 08/06/2014 | 6035 3012 0018 3679         | 101.43.5200.443.60040 | 76.89     |
| TRACTOR SUPPLY CREDIT PLAN        | 7/21/14 6035 3012 0018 3679 | 08/06/2014 | 6035 3012 0018 3679         | 101.44.6000.451.60012 | 19.98     |
| TRACTOR SUPPLY CREDIT PLAN        | 7/21/14 6035 3012 0018 3679 | 08/06/2014 | 6035 3012 0018 3679         | 101.44.6000.451.60012 | 1.99      |
| TRACTOR SUPPLY CREDIT PLAN        | 7/21/14 6035 3012 0018 3679 | 08/06/2014 | 6035 3012 0018 3679         | 101.44.6000.451.60040 | 24.99     |
| TRANS UNION LLC                   | 06454334                    | 07/30/2014 | 0924V0009007                | 101.41.1100.413.30500 | 10.60     |
| TWIN CITIES OCCUPATIONAL HEALTH F | 3512387                     | 07/30/2014 | 3512387                     | 101.41.1100.413.30500 | 60.00     |
| UNIFIRST CORPORATION              | 090 0212424                 | 08/06/2014 | 1051948                     | 101.43.5200.443.60045 | 23.07     |
| UNIFIRST CORPORATION              | 090 0212424                 | 08/06/2014 | 1051948                     | 101.44.6000.451.60045 | 28.58     |
| UNIFORMS UNLIMITED                | 212846                      | 08/06/2014 | I14866                      | 101.42.4000.421.60045 | 13.98     |
| UNITED WAY                        | INV0030306                  | 07/25/2014 | UNITED WAY                  | 101.203.2031300       | 105.00    |
| UNITED WAY                        | INV0030601                  | 08/08/2014 | UNITED WAY                  | 101.203.2031300       | 105.00    |
| UPPER MIDWEST ATHLETIC CONSTRU    | 3722                        | 07/30/2014 | 6/26/14                     | 101.44.6000.451.40046 | 25,000.00 |
| VACKER INC                        | 1108                        | 07/30/2014 | 7/5/14                      | 101.44.6000.451.60066 | 210.50    |
| WAL-MART BUSINESS                 | 7/22/14 6032 2025 3025 7113 | 08/06/2014 | 6032 2025 3025 7113         | 101.42.4000.421.60065 | 44.24     |
| YUCKOS INC                        | 14298                       | 07/30/2014 | 7/7/14                      | 101.44.6000.451.60011 | 636.00    |

**Fund: 101 - GENERAL FUND**

**593,622.70**

|                                 |           |            |                          |                       |          |
|---------------------------------|-----------|------------|--------------------------|-----------------------|----------|
| APPLEBEE'S                      | 7/16/14   | 07/30/2014 | 10 GIFT CARDS            | 201.44.1600.465.50025 | 250.00   |
| B-52 BURGERS                    | 7/16/14   | 07/30/2014 | 10 GIFT CARDS            | 201.44.1600.465.50025 | 250.00   |
| ENSEMBLE CREATIVE & MARKETING   | IGH071714 | 07/30/2014 | MAY/JUNE 2014            | 201.44.1600.465.50025 | 3,606.16 |
| MINNESOTA STATE AGRICULTURAL SO | 7/24/14   | 07/30/2014 | 10 MN STATE FAIR TICKETS | 201.44.1600.465.50025 | 1,500.00 |
| OLD WORLD PIZZA                 | 7/16/14   | 07/30/2014 | 10 GIFT CARDS            | 201.44.1600.465.50025 | 250.00   |
| RIVER HEIGHTS CHAMBER OF COMMEF | 4686      | 08/06/2014 | 7/28/14                  | 201.44.1600.465.50025 | 100.00   |
| RIVER HEIGHTS CHAMBER OF COMMEF | 4686      | 08/06/2014 | 7/28/14                  | 201.44.1600.465.50035 | 7.87     |
| RIVER HEIGHTS CHAMBER OF COMMEF | 4686      | 08/06/2014 | 7/28/14                  | 201.44.1600.465.60010 | 9.34     |
| RIVER HEIGHTS CHAMBER OF COMMEF | 4675      | 08/06/2014 | JULY 2014                | 201.44.1600.465.30700 | 1,750.00 |
| RIVER HEIGHTS CHAMBER OF COMMEF | 4675      | 08/06/2014 | JULY 2014                | 201.44.1600.465.40065 | 200.00   |
| SEA LIFE MINNESOTA LLC          | 1308F1113 | 07/30/2014 | 7/22/14                  | 201.44.1600.465.50025 | 443.00   |

**Fund: 201 - C.V.B. FUND**

**8,366.37**

|                                |                     |            |                                |                       |          |
|--------------------------------|---------------------|------------|--------------------------------|-----------------------|----------|
| ACE PAINT & HARDWARE           | 520822/5            | 08/06/2014 | 501126                         | 204.44.6100.452.60009 | 6.45     |
| BROADWAY AWARDS                | 35568               | 08/06/2014 | 7/23/14                        | 204.44.6100.452.60009 | 670.29   |
| GENESIS EMPLOYEE BENEFITS, INC | 24041               | 07/30/2014 | 5/31/14                        | 204.44.6100.452.30550 | 21.55    |
| GENESIS EMPLOYEE BENEFITS, INC | 24718               | 07/30/2014 | 2ND QTR 2014                   | 204.44.6100.452.30550 | 0.50     |
| IGH BASEBALL ASSOCIATION       | 7/22/14             | 07/30/2014 | RAKING SERVICES JULY 18-20     | 204.44.6100.452.30700 | 216.00   |
| IGH SENIOR CLUB                | 7/11/14             | 07/30/2014 | SENIOR CLUB MEMBERSHIP JUNE 20 | 204.227.2271000       | 460.00   |
| IGH/SSP COMMUNITY EDUCATION    | 7/11/14             | 07/30/2014 | SENIOR TRIP-AMISH TOURS        | 204.227.2271000       | 2,564.00 |
| KOEHNEN, MARYANN               | 7/9/14              | 07/30/2014 | REFUND SENIOR TRIP LAKE MINNET | 204.227.2271000       | 54.00    |
| MN YOUTH ATHLETIC SERVICES     | 7/21/14             | 07/30/2014 | MYAS PORTION OF T-SHIRT        | 204.44.0000.3471000   | 2,469.25 |
| OAKMAN, ELIZABETH              | 7/16/14             | 07/30/2014 | REIMBURSE-CANCELLED SAND VOLL  | 204.44.0000.3470000   | 88.00    |
| TARGET BANK                    | 7/18/14 00028954117 | 07/30/2014 | 00028954117                    | 204.44.6100.452.60009 | 9.67     |
| TARGET BANK                    | 7/18/14 00028954117 | 07/30/2014 | 00028954117                    | 204.44.6100.452.60009 | 11.77    |

**Fund: 204 - RECREATION FUND**

**6,571.48**

|                                 |                             |            |                                |                       |          |
|---------------------------------|-----------------------------|------------|--------------------------------|-----------------------|----------|
| ACE PAINT & HARDWARE            | 520577/5                    | 07/30/2014 | 501126                         | 205.44.6200.453.60012 | 6.18     |
| ACE PAINT & HARDWARE            | 520577/5                    | 07/30/2014 | 501126                         | 205.44.6200.453.60012 | 6.18     |
| APEC                            | 119534                      | 08/06/2014 | 7/11/14                        | 205.44.6200.453.60016 | 113.16   |
| BAUER FLOOR COVERING, INC.      | 70920                       | 07/30/2014 | 6/12/14                        | 205.44.6200.453.40040 | 213.60   |
| CITY OF PLYMOUTH                | 55 BANQUET CHAIRS           | 08/06/2014 | PLYMOUTH CREEK CENTER - 55 CHA | 205.44.6200.453.60040 | 500.00   |
| CITY OF PLYMOUTH                | 55 BANQUET CHAIRS           | 08/06/2014 | PLYMOUTH CREEK CENTER - 55 CHA | 205.44.6200.453.60065 | 500.00   |
| COCA COLA BOTTLING COMPANY      | 0188554220                  | 08/06/2014 | 7/23/14                        | 205.44.6200.453.76100 | 175.68   |
| COMCAST                         | 7/12/14 8772 10 591 0127188 | 08/06/2014 | 8772 10 591 0127188            | 205.44.6200.453.50070 | 177.50   |
| COMMON SENSE BUILDING SERVICES, | 34002                       | 07/30/2014 | JULY 2014                      | 205.44.6200.453.40040 | 6,767.85 |
| CULLIGAN                        | 6/30/14 157-01143890-8      | 07/30/2014 | 157-01143890-8                 | 205.44.6200.453.60016 | 706.04   |
| CULLIGAN                        | 6/30/14 157-01143890-8      | 07/30/2014 | 157-01143890-8                 | 205.44.6200.453.60016 | 176.51   |
| ECSI SYSTEM INTEGRATORS         | 19089                       | 08/06/2014 | 165950                         | 205.44.6200.453.40040 | 1,148.53 |
| ECSI SYSTEM INTEGRATORS         | 19089                       | 08/06/2014 | 165950                         | 205.44.6200.453.40040 | 1,148.54 |
| GENESIS EMPLOYEE BENEFITS, INC  | 24041                       | 07/30/2014 | 5/31/14                        | 205.44.6200.453.30550 | 37.74    |
| GENESIS EMPLOYEE BENEFITS, INC  | 24041                       | 07/30/2014 | 5/31/14                        | 205.44.6200.453.30550 | 10.50    |
| GENESIS EMPLOYEE BENEFITS, INC  | 24041                       | 07/30/2014 | 5/31/14                        | 205.44.6200.453.30550 | 3.50     |
| GENESIS EMPLOYEE BENEFITS, INC  | 24041                       | 07/30/2014 | 5/31/14                        | 205.44.6200.453.30550 | 11.00    |
| GENESIS EMPLOYEE BENEFITS, INC  | 24041                       | 07/30/2014 | 5/31/14                        | 205.44.6200.453.30550 | 10.50    |
| GENESIS EMPLOYEE BENEFITS, INC  | 24718                       | 07/30/2014 | 2ND QTR 2014                   | 205.44.6200.453.30550 | 5.03     |
| GLEWWE DOORS                    | 170880                      | 07/30/2014 | 6/26/14                        | 205.44.6200.453.40040 | 384.00   |
| GLEWWE DOORS                    | 170988                      | 07/30/2014 | 7/7/14                         | 205.44.6200.453.40040 | 193.00   |
| GRAINGER                        | 9488115107                  | 08/06/2014 | 806460150                      | 205.44.6200.453.60016 | 295.60   |
| GRAINGER                        | 9490302990                  | 08/06/2014 | 806460150                      | 205.44.6200.453.60011 | 297.50   |
| GRAINGER                        | 9490302990                  | 08/06/2014 | 806460150                      | 205.44.6200.453.60011 | 297.50   |
| GRAINGER                        | 9493236112                  | 08/06/2014 | 806460150                      | 205.44.6200.453.60016 | 63.36    |
| GRAINGER                        | 9486457766                  | 08/06/2014 | 806460150                      | 205.44.6200.453.60016 | 53.04    |

| Vendor Name  | Payable Number      | Post Date  | Description (Item)          | Account Number        | Amount            |
|--|---------------------|------------|-----------------------------|-----------------------|-------------------|
| HAWKINS, INC.  | 3614695             | 07/30/2014 | 108815                      | 205.44.6200.453.60016 | 521.10            |
| HAWKINS, INC.  | 3614695             | 07/30/2014 | 108815                      | 205.44.6200.453.60024 | 627.24            |
| HAWKINS, INC.  | 3614696             | 07/30/2014 | 108815                      | 205.44.6200.453.60024 | 1,380.41          |
| HAWKINS, INC.  | 3621657             | 08/06/2014 | 108815                      | 205.44.6200.453.60024 | 1,765.62          |
| HAWKINS, INC.  | 3621658             | 08/06/2014 | 108815                      | 205.44.6200.453.60024 | 884.04            |
| HAY DOBBS  | 14009.001-2         | 08/06/2014 | 14009.001                   | 205.44.6200.453.30700 | 835.00            |
| HILLYARD INC   | 601233796           | 08/06/2014 | 274069                      | 205.44.6200.453.60011 | 232.17            |
| HILLYARD INC   | 601233796           | 08/06/2014 | 274069                      | 205.44.6200.453.60011 | 232.16            |
| HUEBSCH SERVICES                                     | 3301378             | 07/30/2014 | 92965                       | 205.44.6200.453.40040 | 168.22            |
| HUEBSCH SERVICES                                     | 3301378             | 07/30/2014 | 92965                       | 205.44.6200.453.40040 | 55.32             |
| INSIGHT CONCRETE DESIGN                              | 7/22/14             | 08/06/2014 | 7/22/14                     | 205.44.6200.453.40040 | 950.00            |
| INSIGHT CONCRETE DESIGN                              | 7/22/14             | 08/06/2014 | 7/22/14                     | 205.44.6200.453.40040 | 950.00            |
| MADISON NATIONAL LIFE INSURANCE C                    | 1137400             | 08/06/2014 | AUGUST 2014                 | 205.44.6200.453.20630 | (16.14)           |
| MAXIMUM SOLUTIONS                                    | 15431               | 07/30/2014 | 4/21/14                     | 205.44.6200.453.60040 | 332.95            |
| MENARDS - WEST ST. PAUL                              | 58474               | 07/30/2014 | 30170270                    | 205.44.6200.453.60012 | 18.26             |
| MENARDS - WEST ST. PAUL                              | 58474               | 07/30/2014 | 30170270                    | 205.44.6200.453.60012 | 18.26             |
| MENARDS - WEST ST. PAUL                              | 60007               | 07/30/2014 | 30170270                    | 205.44.6200.453.60065 | 18.96             |
| MN LIFE INSURANCE CO                                 | AUGUST 2014         | 07/30/2014 | 0027324                     | 205.44.6200.453.20620 | (6.90)            |
| NAC MECHANICAL & ELECTRICAL SERV                     | 104191              | 07/30/2014 | 8712-1                      | 205.44.6200.453.40040 | 1,081.00          |
| NAC MECHANICAL & ELECTRICAL SERV                     | 104605              | 07/30/2014 | 8712-1                      | 205.44.6200.453.40040 | 2,009.75          |
| NAC MECHANICAL & ELECTRICAL SERV                     | 104606              | 07/30/2014 | 8712-1                      | 205.44.6200.453.40040 | 2,797.00          |
| NAC MECHANICAL & ELECTRICAL SERV                     | 104607              | 07/30/2014 | 8712-1                      | 205.44.6200.453.40040 | 1,777.34          |
| NAC MECHANICAL & ELECTRICAL SERV                     | 104607              | 07/30/2014 | 8712-1                      | 205.44.6200.453.40040 | 1,777.33          |
| OSWALD, JANELL                                       | 7/29/14             | 08/06/2014 | CANCELLATION-LEARN TO SKATE | 205.44.0000.3493501   | 50.00             |
| PIONEER PRESS  | 0614414398          | 07/30/2014 | 414398                      | 205.44.6200.453.50025 | 250.00            |
| PLUNKETT'S PEST CONTROL                              | 3662195             | 07/30/2014 | 100530                      | 205.44.6200.453.40040 | 565.29            |
| PLUNKETT'S PEST CONTROL                              | 3662195             | 07/30/2014 | 100530                      | 205.44.6200.453.40040 | 565.28            |
| R & R SPECIALTIES OF WI, INC.                        | 0055030-IN          | 07/30/2014 | 7/16/14                     | 205.44.6200.453.40042 | 34.50             |
| ROSEMOUNT AREA ATHLETIC ASSOC #                      | CK106147            | 08/06/2014 | VOID/REISSUE CHECK 106147   | 205.44.0000.3492300   | 350.08            |
| SAFE-WAY BUS COMPANY                                 | 5028                | 07/30/2014 | 6/18/14                     | 205.44.6200.453.70610 | 270.17            |
| SPRUNG SERVICES                                      | 64752               | 07/30/2014 | 7/9/14                      | 205.44.6200.453.40040 | 582.00            |
| SPRUNG SERVICES                                      | 64753               | 07/30/2014 | 7/9/14                      | 205.44.6200.453.40040 | 630.50            |
| TAHO SPORTSWEAR                                      | 14TF1175            | 07/30/2014 | 6/27/14                     | 205.44.6200.453.60065 | 107.00            |
| TAHO SPORTSWEAR                                      | 14TF1175            | 07/30/2014 | 6/27/14                     | 205.44.6200.453.60065 | 152.10            |
| TAHO SPORTSWEAR                                      | 14TF0990            | 08/06/2014 | 6/9/14                      | 205.44.6200.453.60045 | 939.55            |
| TAHO SPORTSWEAR                                      | 14TF1296            | 08/06/2014 | 7/23/14                     | 205.44.6200.453.60045 | 70.50             |
| TAHO SPORTSWEAR                                      | 14TF1296            | 08/06/2014 | 7/23/14                     | 205.44.6200.453.60045 | 70.50             |
| TARGET BANK  | 7/18/14 00028954117 | 07/30/2014 | 00028954117                 | 205.44.6200.453.60065 | 32.79             |
| TDS MEDIA DIRECT, INC.                               | 61981               | 07/30/2014 | 6/25/14                     | 205.44.6200.453.50025 | 210.00            |
| THONE, ANDREA  | 7/30/14             | 08/06/2014 | REFUND WEEK 9 KIDS ROCK     | 205.44.0000.3496000   | 140.00            |
| UNITED REFRIGERATION, INC.                           | 43314892-00         | 07/30/2014 | 1034925                     | 205.44.6200.453.60016 | 62.25             |
| <b>Fund: 205 - COMMUNITY CENTER</b>                  |                     |            |                             |                       | <b>36,793.64</b>  |
| FREDERICK, AARON                                     | 7/18/14             | 07/30/2014 | MOVE OUT ESCROW REFUND      | 290.45.3000.419.80100 | 3,000.00          |
| GENESIS EMPLOYEE BENEFITS, INC                       | 24041               | 07/30/2014 | 5/31/14                     | 290.45.3000.419.30550 | 1.18              |
| GENESIS EMPLOYEE BENEFITS, INC                       | 24718               | 07/30/2014 | 2ND QTR 2014                | 290.45.3000.419.30550 | 0.11              |
| <b>Fund: 290 - EDA</b>                               |                     |            |                             |                       | <b>3,001.29</b>   |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 349.57.9000.570.90200 | 21,400.00         |
| <b>Fund: 349 - G.O. IMPROVEMENT 2007B</b>            |                     |            |                             |                       | <b>21,400.00</b>  |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 350.57.9000.570.90200 | 103,376.25        |
| <b>Fund: 350 - G.O. SEWER REVENUE 2007C</b>          |                     |            |                             |                       | <b>103,376.25</b> |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 352.57.9000.570.90200 | 54,675.00         |
| <b>Fund: 352 - G.O. IMPROVEMENT 2008A</b>            |                     |            |                             |                       | <b>54,675.00</b>  |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 353.57.9000.570.90200 | 185,834.37        |
| <b>Fund: 353 - G.O. CAP IMPR BONDS 2009A</b>         |                     |            |                             |                       | <b>185,834.37</b> |
| WELLS FARGO CORPORATE TRUST SE                       | 1086046             | 07/29/2014 | INVE1010AGOS                | 354.57.9000.570.90200 | 109,887.50        |
| <b>Fund: 354 - G.O. SEWER REV BONDS 2010A</b>        |                     |            |                             |                       | <b>109,887.50</b> |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 355.57.9000.570.90200 | 55,246.88         |
| <b>Fund: 355 - G.O. IMPR BONDS 2010B</b>             |                     |            |                             |                       | <b>55,246.88</b>  |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 356.57.9000.570.90200 | 1,126.25          |
| <b>Fund: 356 - G.O. PIR REFUNDING 2010C</b>          |                     |            |                             |                       | <b>1,126.25</b>   |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 357.57.9000.570.90200 | 1,753.75          |
| <b>Fund: 357 - G.O. WMTD REF BONDS 2010C</b>         |                     |            |                             |                       | <b>1,753.75</b>   |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 358.57.9000.570.90200 | 7,700.00          |
| <b>Fund: 358 - G.O. REFUNDING IMPROV BONDS 2011A</b> |                     |            |                             |                       | <b>7,700.00</b>   |
| WELLS FARGO CORPORATE TRUST SE                       | 1087781             | 08/01/2014 | BOND INTEREST               | 359.57.9000.570.90200 | 19,150.00         |
| <b>Fund: 359 - G.O. WATER REV REF 2012A</b>          |                     |            |                             |                       | <b>19,150.00</b>  |

| Vendor Name   | Payable Number    | Post Date  | Description (Item)         | Account Number        | Amount            |
|---|-------------------|------------|----------------------------|-----------------------|-------------------|
| WELLS FARGO CORPORATE TRUST SE 1087781              |                   | 08/01/2014 | BOND INTEREST              | 360.57.9000.570.90200 | 2,950.00          |
| <b>Fund: 360 - G.O. STORM WATER REFUNDING 2012A</b> |                   |            |                            |                       | <b>2,950.00</b>   |
| WELLS FARGO CORPORATE TRUST SE 1087781              |                   | 08/01/2014 | BOND INTEREST              | 361.57.9000.570.90200 | 29,800.00         |
| <b>Fund: 361 - WATER REV REF 2012A</b>              |                   |            |                            |                       | <b>29,800.00</b>  |
| WELLS FARGO CORPORATE TRUST SE 1087781              |                   | 08/01/2014 | BOND INTEREST              | 389.57.9000.570.90200 | 27,950.00         |
| <b>Fund: 389 - G.O. TAX INCR REF, 2011A</b>         |                   |            |                            |                       | <b>27,950.00</b>  |
| EHLERS AND ASSOCIATES, INC.                         | 65193             | 07/30/2014 | TIF REPORTING 2013         | 405.57.9000.570.30150 | 1,007.92          |
| <b>Fund: 405 - NORTH SIDE WTR STOR. FAC.</b>        |                   |            |                            |                       | <b>1,007.92</b>   |
| SUNRAM CONSTRUCTION INC                             | PAY VO. NO. 3     | 08/06/2014 | CITY PROJECT NO. 2012-07   | 432.73.5900.732.80300 | 10,969.84         |
| <b>Fund: 432 - 2012 IMPROVEMENT FUND</b>            |                   |            |                            |                       | <b>10,969.84</b>  |
| KIMLEY-HORN & ASSOCIATES, INC.                      | 5816032           | 08/06/2014 | 160509023.3                | 434.73.5900.734.30300 | 1,253.45          |
| <b>Fund: 434 - 2014 IMPROVEMENT FUND</b>            |                   |            |                            |                       | <b>1,253.45</b>   |
| FEDEX KINKO'S                                       | 062000005054      | 07/30/2014 | 5190-0000                  | 440.74.5900.740.50025 | 19.66             |
| FEDEX KINKO'S                                       | 0620000005061     | 07/30/2014 | 5190-0000                  | 440.74.5900.740.50025 | 22.55             |
| GORMAN SURVEYING, INC                               | 8599E             | 07/30/2014 | 6/24/14                    | 440.74.5900.740.30700 | 812.50            |
| GORMAN SURVEYING, INC                               | 8612              | 08/06/2014 | 6/26/14                    | 440.74.5900.740.30700 | 5,605.00          |
| KIMLEY-HORN & ASSOCIATES, INC.                      | 5816030           | 07/30/2014 | 160509020.3                | 440.74.5900.740.30300 | 34,291.80         |
| KIMLEY-HORN & ASSOCIATES, INC.                      | 5894763           | 07/30/2014 | 2014-09D                   | 440.74.5900.740.30300 | 15,195.59         |
| KIMLEY-HORN & ASSOCIATES, INC.                      | 5894764           | 07/30/2014 | 2015-09D                   | 440.74.5900.740.30300 | 8,399.54          |
| S. M. HENTGES & SONS, INC.                          | PAY VO. NO. 1     | 07/30/2014 | CITY PROJECT NO. 2014-09D  | 440.74.5900.740.80300 | 283,866.65        |
| <b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>         |                   |            |                            |                       | <b>348,213.29</b> |
| WSB & ASSOCIATES, INC.                              | 5/29/14 5         | 08/06/2014 | 01702-250                  | 441.74.5900.741.70600 | 2,905.25          |
| <b>Fund: 441 - STORM WATER MANAGEMENT</b>           |                   |            |                            |                       | <b>2,905.25</b>   |
| ALBRECHT COMPANY                                    | I0031097          | 07/30/2014 | CITY16                     | 444.74.5900.744.40047 | 8,880.00          |
| <b>Fund: 444 - PARK CAPITAL REPLACEMENT</b>         |                   |            |                            |                       | <b>8,880.00</b>   |
| EMMONS & OLIVIER RESOURCES                          | 00095-0042-6      | 07/30/2014 | 00095-0042                 | 446.74.5900.746.30300 | 34.59             |
| EMMONS & OLIVIER RESOURCES                          | 00095-0043-6      | 07/30/2014 | 00095-0043                 | 446.74.5900.746.30300 | 877.77            |
| <b>Fund: 446 - NW AREA</b>                          |                   |            |                            |                       | <b>912.36</b>     |
| BARSNESS, KIRSTIN                                   | 206               | 07/30/2014 | GRANT 2014/1015 CYCLE      | 451.75.5900.751.30700 | 175.00            |
| JOEL CARLSON  | 7/15/14           | 07/30/2014 | AUGUST 2014                | 451.75.5900.751.30700 | 1,000.00          |
| <b>Fund: 451 - HOST COMMUNITY FUND</b>              |                   |            |                            |                       | <b>1,175.00</b>   |
| EHLERS AND ASSOCIATES, INC.                         | 65193             | 07/30/2014 | TIF REPORTING 2013         | 452.57.9000.570.30150 | 1,007.92          |
| <b>Fund: 452 - SPRINGWOOD PONDS TIF#3-1</b>         |                   |            |                            |                       | <b>1,007.92</b>   |
| EHLERS AND ASSOCIATES, INC.                         | 65193             | 07/30/2014 | TIF REPORTING 2013         | 453.57.9000.570.30150 | 1,007.91          |
| <b>Fund: 453 - SE QUADRANT TIF DIST 4-1</b>         |                   |            |                            |                       | <b>1,007.91</b>   |
| ACE PAINT & HARDWARE                                | 520765/5          | 07/30/2014 | 501126                     | 501.50.7100.512.60016 | 29.98             |
| ACE PAINT & HARDWARE                                | 520767/5          | 07/30/2014 | 501126                     | 501.50.7100.512.60016 | 17.99             |
| ALARM & COMMUNICATION SYSTEMS II                    | 9887              | 07/30/2014 | 7/3/14                     | 501.50.7100.512.40040 | 302.91            |
| DANNER LANDSCAPING                                  | 10988             | 08/06/2014 | 7/19/14                    | 501.50.7100.512.60016 | 24.00             |
| ELECTRIC FIRE & SECURITY                            | 91114             | 07/30/2014 | 143150                     | 501.50.7100.512.40040 | 596.00            |
| GENESIS EMPLOYEE BENEFITS, INC                      | 24041             | 07/30/2014 | 5/31/14                    | 501.50.7100.512.30550 | 29.71             |
| GENESIS EMPLOYEE BENEFITS, INC                      | 24718             | 07/30/2014 | 2ND QTR 2014               | 501.50.7100.512.30550 | 4.38              |
| HAWKINS, INC.                                       | 3607633 B         | 08/06/2014 | SHORT PAID ORIGINAL        | 501.50.7100.512.60019 | 570.00            |
| MADISON NATIONAL LIFE INSURANCE C                   | 1137400           | 08/06/2014 | AUGUST 2014                | 501.50.7100.512.20630 | (14.07)           |
| MN LIFE INSURANCE CO                                | AUGUST 2014       | 07/30/2014 | 0027324                    | 501.50.7100.512.20620 | (8.17)            |
| MN PIPE & EQUIPMENT                                 | 0318272           | 07/30/2014 | 2195                       | 501.50.7100.512.40043 | 1,536.17          |
| O'REILLY AUTO PARTS                                 | 1757-494508 B     | 08/06/2014 | SHORT PAID ORIGINAL CREDIT | 501.50.7100.512.60016 | (8.00)            |
| WESTERN PETROLEUM COMPANY                           | 97166614-41801    | 07/30/2014 | 112741                     | 501.50.7100.512.40042 | 134.62            |
| <b>Fund: 501 - WATER UTILITY FUND</b>               |                   |            |                            |                       | <b>3,215.52</b>   |
| GENESIS EMPLOYEE BENEFITS, INC                      | 24041             | 07/30/2014 | 5/31/14                    | 502.51.7200.514.30550 | 16.62             |
| GENESIS EMPLOYEE BENEFITS, INC                      | 24718             | 07/30/2014 | 2ND QTR 2014               | 502.51.7200.514.30550 | 2.86              |
| INFRATECH   | PR140440 B        | 07/30/2014 | SHORT PAID                 | 502.51.7200.514.40043 | 1,912.50          |
| WALKER LAWN CARE, INC.                              | 5107              | 07/30/2014 | 7/11/14                    | 502.51.7200.514.60016 | 2,461.00          |
| <b>Fund: 502 - SEWER UTILITY FUND</b>               |                   |            |                            |                       | <b>4,392.98</b>   |
| ACE PAINT & HARDWARE                                | 520772/5          | 07/30/2014 | 501126                     | 503.52.8600.527.60035 | 13.96             |
| ACE PAINT & HARDWARE                                | 520675/5          | 07/30/2014 | 501126                     | 503.52.8600.527.60012 | 39.72             |
| ARAMARK UNIFORM SERVICES                            | 629-8035287       | 08/06/2014 | 792502342                  | 503.52.8600.527.60045 | 68.77             |
| BUSINESS VOICE                                      | 7/21/14           | 07/30/2014 | 7/21/14                    | 503.52.8500.526.50025 | 150.00            |
| COCA COLA BOTTLING COMPANY                          | 0138510506        | 07/30/2014 | 7/17/14                    | 503.52.8300.524.76100 | 303.84            |
| COCA COLA BOTTLING COMPANY                          | 0128260202        | 08/06/2014 | 7/24/14                    | 503.52.8300.524.76100 | 426.44            |
| COCA COLA BOTTLING COMPANY                          | 0138511307        | 08/06/2014 | 7/31/14                    | 503.52.8300.524.76100 | 643.16            |
| COLLEGE CITY BEVERAGE                               | 325522            | 08/06/2014 | 3592                       | 503.52.8300.524.76150 | 600.70            |
| COLLEGE CITY BEVERAGE                               | 325598            | 08/06/2014 | 3592                       | 503.52.8300.524.76150 | 382.40            |
| DEX MEDIA EAST                                      | 7/20/14 110360619 | 08/06/2014 | 110360619                  | 503.52.8500.526.50025 | 48.00             |

| Vendor Name                       | Payable Number     | Post Date  | Description (Item)            | Account Number        | Amount   |
|-----------------------------------|--------------------|------------|-------------------------------|-----------------------|----------|
| DRAFT TECHNOLOGIES                | 07211404           | 07/30/2014 | 7/21/14                       | 503.52.8300.524.40042 | 50.00    |
| GENESIS EMPLOYEE BENEFITS, INC    | 24041              | 07/30/2014 | 5/31/14                       | 503.52.8000.521.30550 | 22.00    |
| GENESIS EMPLOYEE BENEFITS, INC    | 24041              | 07/30/2014 | 5/31/14                       | 503.52.8500.526.30550 | 12.05    |
| GENESIS EMPLOYEE BENEFITS, INC    | 24041              | 07/30/2014 | 5/31/14                       | 503.52.8600.527.30550 | 25.57    |
| GRANDMA'S BAKERY                  | 473560             | 07/30/2014 | 24400                         | 503.52.8300.524.76050 | 58.13    |
| GRANDMA'S BAKERY                  | 473839             | 07/30/2014 | 24400                         | 503.52.8300.524.76050 | 45.03    |
| GRANDMA'S BAKERY                  | 474127             | 07/30/2014 | 24400                         | 503.52.8300.524.76050 | 45.03    |
| GRANDMA'S BAKERY                  | 474417             | 07/30/2014 | 24400                         | 503.52.8300.524.76050 | 37.18    |
| GRANDMA'S BAKERY                  | 474704             | 07/30/2014 | 24400                         | 503.52.8300.524.76050 | 39.97    |
| GRANDMA'S BAKERY                  | 475293             | 07/30/2014 | 24400                         | 503.52.8300.524.76050 | 40.09    |
| GRANDMA'S BAKERY                  | 475321             | 08/06/2014 | 30170265                      | 503.52.8300.524.76050 | 38.09    |
| GRANDMA'S BAKERY                  | 475644             | 08/06/2014 | 24400                         | 503.52.8300.524.76050 | 41.90    |
| GRANDMA'S BAKERY                  | 475967             | 08/06/2014 | 24400                         | 503.52.8300.524.76050 | 42.42    |
| GRANDMA'S BAKERY                  | 476248             | 08/04/2014 | 24400                         | 503.52.8300.524.76050 | 42.43    |
| GRANDMA'S BAKERY                  | 476513             | 08/06/2014 | 24400                         | 503.52.8300.524.76050 | 29.56    |
| GRANDMA'S BAKERY                  | 476785             | 08/06/2014 | 24400                         | 503.52.8300.524.76050 | 38.10    |
| GRANDMA'S BAKERY                  | 477133             | 08/06/2014 | 24400                         | 503.52.8300.524.76050 | 39.12    |
| GRANDMA'S BAKERY                  | 477423             | 08/06/2014 | 24400                         | 503.52.8300.524.76050 | 41.92    |
| HEGGIES PIZZA                     | 1086234            | 08/06/2014 | 1708                          | 503.52.8300.524.76050 | 83.30    |
| JJ TAYLOR DIST. COMPANY OF MN     | 2247524            | 07/30/2014 | 00834                         | 503.52.8300.524.76150 | 249.40   |
| M. AMUNDSON LLP                   | 178244             | 07/30/2014 | 902858                        | 503.52.8300.524.76050 | 260.64   |
| M. AMUNDSON LLP                   | 178639             | 08/06/2014 | 902858                        | 503.52.8300.524.76050 | 206.68   |
| MENARDS - WEST ST. PAUL           | 58917              | 07/30/2014 | 30170265                      | 503.52.8600.527.60012 | 53.45    |
| MENARDS - WEST ST. PAUL           | 60002              | 08/06/2014 | 30170265                      | 503.52.8100.522.40045 | 41.71    |
| METRO CASH REGISTER SYSTEMS       | 76202              | 08/06/2014 | 7/28/14                       | 503.52.8000.521.60010 | 97.68    |
| MN GOLF ASSOCIATION, INC.         | 7/17/14 45-0413-03 | 08/06/2014 | 45-0413-03                    | 503.52.8000.521.70250 | 44.00    |
| MN GOLF ASSOCIATION, INC.         | 7/17/14 45-0413-05 | 08/06/2014 | 45-0413-05                    | 503.52.8000.521.70250 | 88.00    |
| MN GOLF ASSOCIATION, INC.         | 7/17/14 45-0413-08 | 08/06/2014 | 45-0413-02                    | 503.52.8000.521.70250 | 10.00    |
| MN GOLF ASSOCIATION, INC.         | 7/17/14            | 08/06/2014 | 7/17/14 45-0413-02            | 503.52.8000.521.70250 | 704.00   |
| NATURE CALLS, INC.                | 20842              | 08/06/2014 | JUNE 2014                     | 503.52.8600.527.40065 | 115.70   |
| PRESTIGE ELECTRIC, INC.           | 86105              | 08/06/2014 | CITYOIGH                      | 503.52.8500.526.40040 | 248.00   |
| SHAMROCK GROUP                    | 1809167            | 07/30/2014 | 07176                         | 503.52.8300.524.76100 | 110.00   |
| SHAMROCK GROUP                    | 1808796            | 07/30/2014 | 07176                         | 503.52.8300.524.76100 | 105.00   |
| SHAMROCK GROUP                    | 1810927            | 08/06/2014 | 07176                         | 503.52.8300.524.76100 | 175.00   |
| SHAMROCK GROUP                    | 1811303            | 08/06/2014 | 07176                         | 503.52.8300.524.76100 | 140.00   |
| SKILLZYS, LLC                     | 1575               | 07/30/2014 | 6/12/14                       | 503.52.8200.523.76400 | 367.50   |
| SUMMIT FACILITY & KITCHEN SERVICE | 91904              | 08/06/2014 | 827                           | 503.52.8300.524.40042 | 208.00   |
| TDS MEDIA DIRECT, INC.            | 62035              | 08/06/2014 | 8/3/14                        | 503.52.8500.526.50025 | 208.00   |
| TITLEIST                          | 2988141            | 07/30/2014 | 008363/1243 062177/1243 00106 | 503.52.8200.523.76450 | 2,134.00 |
| TITLEIST                          | 0006981            | 08/06/2014 | 008363/1243 062177/1243 00106 | 503.52.8200.523.76450 | 710.07   |
| TOLL GAS & WELDING SUPPLY         | 10032051           | 07/30/2014 | C1376                         | 503.52.8600.527.40042 | 53.99    |
| US FOODSERVICE                    | 5855678            | 07/28/2014 | 03805983                      | 503.52.8300.524.76050 | 1,005.46 |
| US FOODSERVICE                    | 3596223            | 07/30/2014 | 03805983                      | 503.52.8300.524.76050 | 1,110.60 |
| US FOODSERVICE                    | 3737914            | 08/06/2014 | 0305983                       | 503.52.8300.524.76050 | 909.75   |
| WINFIELD SOLUTIONS, LLC           | 000059567811       | 08/06/2014 | 156650                        | 503.52.8600.527.60030 | 2,086.20 |
| WINFIELD SOLUTIONS, LLC           | 000059567812       | 08/06/2014 | 156650                        | 503.52.8600.527.60035 | 1,006.44 |
| WINFIELD SOLUTIONS, LLC           | 000059567813       | 08/06/2014 | 156650                        | 503.52.8600.527.60035 | 2,390.22 |
| WINFIELD SOLUTIONS, LLC           | 000059567814       | 08/06/2014 | 1566650                       | 503.52.8600.527.60035 | 690.60   |
| WIRTZ BEVERAGE MN BEER INC        | 1090257565         | 07/30/2014 | 75606                         | 503.52.8300.524.76150 | 352.00   |
| WIRTZ BEVERAGE MN BEER INC        | 1090265126         | 08/06/2014 | 75606                         | 503.52.8300.524.76150 | 352.00   |

**Fund: 503 - INVER WOOD GOLF COURSE 19,682.97**

|                             |       |            |                              |                       |        |
|-----------------------------|-------|------------|------------------------------|-----------------------|--------|
| EHLERS AND ASSOCIATES, INC. | 65267 | 07/30/2014 | NW AREA CONNECTION FEE STUDY | 511.50.7100.512.30150 | 435.63 |
|-----------------------------|-------|------------|------------------------------|-----------------------|--------|

**Fund: 511 - NWA - WATER 435.63**

|                             |       |            |                              |                       |        |
|-----------------------------|-------|------------|------------------------------|-----------------------|--------|
| EHLERS AND ASSOCIATES, INC. | 65267 | 07/30/2014 | NW AREA CONNECTION FEE STUDY | 512.51.7200.514.30150 | 435.62 |
|-----------------------------|-------|------------|------------------------------|-----------------------|--------|

**Fund: 512 - NWA - SEWER 435.62**

|                                |          |            |              |                       |          |
|--------------------------------|----------|------------|--------------|-----------------------|----------|
| GENESIS EMPLOYEE BENEFITS, INC | 24041    | 07/30/2014 | 5/31/14      | 602.00.2100.415.30550 | 2.01     |
| GENESIS EMPLOYEE BENEFITS, INC | 24718    | 07/30/2014 | 2ND QTR 2014 | 602.00.2100.415.30550 | 0.05     |
| KENNEDY & GRAVEN               | 121074   | 08/06/2014 | NV125-00045  | 602.00.2100.415.30420 | 203.40   |
| LEAGUE OF MN CITIES INS TRUST  | C0032515 | 07/30/2014 | C0032515     | 602.00.2100.415.70200 | 946.20   |
| LEAGUE OF MN CITIES INS TRUST  | C0027713 | 07/30/2014 | C0027713     | 602.00.2100.415.70200 | 5,250.00 |
| SAFE ASSURE CONSULTANTS        | 744      | 07/30/2014 | 7/3/14       | 602.00.2100.415.50080 | 6,171.00 |

**Fund: 602 - RISK MANAGEMENT 12,572.66**

|                                   |          |            |              |                       |          |
|-----------------------------------|----------|------------|--------------|-----------------------|----------|
| BOYER TRUCKS - PARTS DISTRIBUTION | 871604   | 07/30/2014 | C20390       | 603.00.5300.444.40041 | 299.45   |
| COMMON SENSE BUILDING SERVICES,   | 34002    | 07/30/2014 | JULY 2014    | 603.00.5300.444.40040 | 273.76   |
| CUSTOM HOSE TECH                  | 75513    | 08/06/2014 | 7/23/14      | 603.00.5300.444.40041 | 59.46    |
| EMERGENCY APPARATUS MAINTENAN     | 74595    | 07/30/2014 | 6/2/14       | 603.00.5300.444.40041 | 4,546.33 |
| EMERGENCY APPARATUS MAINTENAN     | 75158    | 07/30/2014 | 7/7/14       | 603.00.5300.444.40041 | 197.83   |
| FLEETPRIDE                        | 62500880 | 07/30/2014 | 501278       | 603.00.5300.444.40041 | 54.74    |
| FORCE AMERICA, INC.               | 01430028 | 08/06/2014 | 366100       | 603.00.5300.444.40041 | 12.22    |
| GENESIS EMPLOYEE BENEFITS, INC    | 24041    | 07/30/2014 | 5/31/14      | 603.00.5300.444.30550 | 13.41    |
| GENESIS EMPLOYEE BENEFITS, INC    | 24718    | 07/30/2014 | 2ND QTR 2014 | 603.00.5300.444.30550 | 1.19     |
| GRAINGER                          | 7/17/14  | 08/06/2014 | 7/17/14      | 603.00.5300.444.40041 | 13.50    |
| INVER GROVE FORD                  | 5150290  | 07/30/2014 | 7/16/14      | 603.00.5300.444.40041 | 88.95    |
| L.T.G. POWER EQUIPMENT            | 180663   | 07/30/2014 | 5656         | 603.00.5300.444.40041 | 81.26    |
| L.T.G. POWER EQUIPMENT            | 180910   | 08/06/2014 | 5656         | 603.00.5300.444.40041 | 19.95    |

| Vendor Name                          | Payable Number              | Post Date  | Description (Item)      | Account Number        | Amount           |
|--------------------------------------|-----------------------------|------------|-------------------------|-----------------------|------------------|
| L.T.G. POWER EQUIPMENT               | 180912                      | 08/06/2014 | 5656                    | 603.00.5300.444.40041 | 176.64           |
| MACQUEEN EQUIPMENT INC               | 2144844                     | 07/30/2014 | 7/15/14                 | 603.00.5300.444.40041 | 105.19           |
| MN LOCKS                             | 101065007                   | 08/06/2014 | 117                     | 603.00.5300.444.40041 | 25.00            |
| MTI DISTRIBUTING CO                  | 970691-00                   | 07/30/2014 | 91180                   | 603.00.5300.444.40041 | 36.70            |
| MTI DISTRIBUTING CO                  | 972587-00                   | 08/06/2014 | 91180                   | 603.00.5300.444.40041 | 174.45           |
| NORTHLAND CHEMICAL CORP              | 5053839                     | 07/30/2014 | 1050051                 | 603.00.5300.444.60012 | 113.94           |
| O'REILLY AUTO PARTS                  | 1767-495684                 | 07/30/2014 | 1578028                 | 603.00.5300.444.40041 | 154.34           |
| O'REILLY AUTO PARTS                  | 1767-495846                 | 07/30/2014 | 1578028                 | 603.00.5300.444.40041 | 17.45            |
| O'REILLY AUTO PARTS                  | 1767-496047                 | 07/30/2014 | 1578028                 | 603.00.5300.444.40041 | 63.21            |
| O'REILLY AUTO PARTS                  | 1767-496050                 | 07/30/2014 | 1578028                 | 603.00.5300.444.40041 | 14.58            |
| O'REILLY AUTO PARTS                  | 7/16/14                     | 07/30/2014 | 1578028                 | 603.00.5300.444.40041 | 67.11            |
| O'REILLY AUTO PARTS                  | 1767-496238                 | 07/30/2014 | 1578028                 | 603.00.5300.444.40041 | 60.78            |
| O'REILLY AUTO PARTS                  | 1767-496276                 | 07/30/2014 | 1578028                 | 603.00.5300.444.40041 | 20.49            |
| O'REILLY AUTO PARTS                  | 1767-496279                 | 07/30/2014 | 1578028                 | 603.140.1450050       | 46.69            |
| O'REILLY AUTO PARTS                  | 1767-497196                 | 08/06/2014 | 1578028                 | 603.00.5300.444.40041 | 211.19           |
| O'REILLY AUTO PARTS                  | 1767-497196                 | 08/06/2014 | 1578028                 | 603.00.5300.444.60040 | 31.99            |
| O'REILLY AUTO PARTS                  | 1767-497240                 | 08/06/2014 | 1578028                 | 603.00.5300.444.40041 | (118.38)         |
| O'REILLY AUTO PARTS                  | 1767-497266                 | 08/06/2014 | 1578028                 | 603.00.5300.444.60040 | 4.99             |
| O'REILLY AUTO PARTS                  | 1767-497397                 | 08/06/2014 | 1578028                 | 603.00.5300.444.60012 | 28.98            |
| O'REILLY AUTO PARTS                  | 1767-497414                 | 08/06/2014 | 1578028                 | 603.00.5300.444.60012 | 4.78             |
| O'REILLY AUTO PARTS                  | 1767-497462                 | 08/06/2014 | 1578028                 | 603.00.5300.444.60040 | 59.99            |
| O'REILLY AUTO PARTS                  | 1767-497488                 | 08/06/2014 | 1578028                 | 603.00.5300.444.60012 | 11.18            |
| O'REILLY AUTO PARTS                  | 1767-497588                 | 08/06/2014 | 1578028                 | 603.140.1450050       | 3.86             |
| POMP'S TIRE SERVICE, INC.            | 980009712                   | 08/06/2014 | 4502557                 | 603.140.1450050       | 1,299.72         |
| SCHARBER & SONS                      | R07293                      | 07/30/2014 | INVER001                | 603.00.5300.444.40041 | 768.45           |
| TRACTOR SUPPLY CREDIT PLAN           | 7/21/14 6035 3012 0018 3679 | 08/06/2014 | 6035 3012 0018 3679     | 603.00.5300.444.40041 | 332.83           |
| UNIFIRST CORPORATION                 | 090 0212424                 | 08/06/2014 | 1051948                 | 603.00.5300.444.40065 | 107.28           |
| UNIFIRST CORPORATION                 | 090 0212424                 | 08/06/2014 | 1051948                 | 603.00.5300.444.60045 | 28.47            |
| WESTERN PETROLEUM COMPANY            | 97166616-41801              | 07/30/2014 | 112741                  | 603.00.5300.444.40041 | 177.05           |
| WESTERN PETROLEUM COMPANY            | 97166616-41801              | 07/30/2014 | 112741                  | 603.140.1450050       | 746.79           |
| <b>Fund: 603 - CENTRAL EQUIPMENT</b> |                             |            |                         |                       | <b>10,437.79</b> |
| COORDINATED BUSINESS SYSTEMS         | CNIN153750                  | 08/06/2014 | 4502512                 | 604.00.2200.416.40050 | 123.75           |
| COORDINATED BUSINESS SYSTEMS         | CNIN153724                  | 08/04/2014 | 4502512                 | 604.00.2200.416.40050 | 371.25           |
| OFFICE DEPOT                         | 7/17/14 6011 5685 1008 8883 | 07/30/2014 | 6011 5685 1008 8883     | 604.00.2200.416.60010 | 6.74             |
| OFFICE DEPOT                         | 7/17/14 6011 5685 1008 8883 | 07/30/2014 | 6011 5685 1008 8883     | 604.00.2200.416.60010 | 45.02            |
| <b>Fund: 604 - CENTRAL STORES</b>    |                             |            |                         |                       | <b>546.76</b>    |
| COMMON SENSE BUILDING SERVICES,      | 34002                       | 07/30/2014 | JULY 2014               | 605.00.7500.460.40040 | 3,478.41         |
| CRAWFORD DOOR SALES COMPANY          | 15324                       | 08/06/2014 | 4840                    | 605.00.7500.460.40040 | 184.50           |
| GENESIS EMPLOYEE BENEFITS, INC       | 24041                       | 07/30/2014 | 5/31/14                 | 605.00.7500.460.30550 | 3.50             |
| HILLYARD INC                         | 601215293                   | 07/30/2014 | 274069                  | 605.00.7500.460.60016 | 457.92           |
| HOME DEPOT CREDIT SERVICES           | 7/13/14 6035 3225 0206 1959 | 07/30/2014 | 6035 3225 0206 1959     | 605.00.7500.460.60016 | 25.10            |
| HOME DEPOT CREDIT SERVICES           | 7/13/14 6035 3225 0206 1959 | 07/30/2014 | 6035 3225 0206 1959     | 605.00.7500.460.60016 | 163.22           |
| HORWITZ NS/I                         | W31270                      | 08/06/2014 | CTYOFIGH                | 605.00.7500.460.40040 | 1,967.26         |
| HORWITZ NS/I                         | W31981                      | 07/30/2014 | CTYOFIGH                | 605.00.7500.460.40040 | 399.65           |
| HORWITZ NS/I                         | W31994                      | 07/30/2014 | CTYOFIGH                | 605.00.7500.460.40040 | 341.37           |
| HORWITZ NS/I                         | W32004                      | 07/30/2014 | CTYOFIGH                | 605.00.7500.460.40040 | 247.34           |
| HORWITZ NS/I                         | W32005                      | 07/30/2014 | CTYOFIGH                | 605.00.7500.460.40040 | 166.55           |
| HORWITZ NS/I                         | W32120                      | 08/06/2014 | CTYOFIGH                | 605.00.7500.460.40040 | 2,720.00         |
| HUEBSCH SERVICES                     | 3294219                     | 07/30/2014 | 100075                  | 605.00.7500.460.40065 | 139.07           |
| HUEBSCH SERVICES                     | 3301379                     | 08/06/2014 | 100075                  | 605.00.7500.460.40065 | 139.07           |
| LONE OAK COMPANIES                   | 7/28/14 UTILITY BILLING     | 07/28/2014 | UTILITY BILLING         | 605.00.7500.460.50035 | 1,525.36         |
| P&D MECHANICAL CONTRACTING CO.       | 10309                       | 07/30/2014 | INVER                   | 605.00.7500.460.40040 | 2,919.00         |
| P&D MECHANICAL CONTRACTING CO.       | 10310                       | 07/30/2014 | INVER                   | 605.00.7500.460.40040 | 195.00           |
| SPECIALIZED ENVIRONMENTAL TECH II    | 15666                       | 08/06/2014 | 10984                   | 605.00.7500.460.60016 | 1,650.00         |
| USA MOBILITY WIRELESS INC            | X0317493G                   | 07/30/2014 | 0317493-5               | 605.00.7500.460.40065 | 4.57             |
| <b>Fund: 605 - CITY FACILITIES</b>   |                             |            |                         |                       | <b>16,726.89</b> |
| ADVANCED TECHNOLOGY SYSTEMS, IN      | 73926                       | 07/30/2014 | 7/17/14                 | 606.00.1400.413.60010 | 688.66           |
| AT & T MOBILITY                      | 287237771092X07122014       | 07/30/2014 | 287237771092            | 606.00.1400.413.50020 | 51.05            |
| DAKOTA CTY TREASURER                 | 2014-IGH                    | 07/30/2014 | AERIAL PHOTOGRAPHY 2014 | 606.00.1400.413.50070 | 1,961.00         |
| GENESIS EMPLOYEE BENEFITS, INC       | 24041                       | 07/30/2014 | 5/31/14                 | 606.00.1400.413.30550 | 11.67            |
| GENESIS EMPLOYEE BENEFITS, INC       | 24718                       | 07/30/2014 | 2ND QTR 2014            | 606.00.1400.413.30550 | 1.19             |
| INTEGRA TELECOM                      | 12186317                    | 07/30/2014 | 645862                  | 606.00.1400.413.50020 | 861.77           |
| INTEGRA TELECOM                      | 120355650                   | 07/30/2014 | 002129                  | 606.00.1400.413.50020 | 300.00           |
| LOW VOLTAGE CONTRACTORS              | SOI.036107                  | 07/30/2014 | 85892                   | 606.00.1400.413.30700 | 650.08           |
| WORKS COMPUTING, INC.                | 21746                       | 07/30/2014 | INVER                   | 606.00.1400.413.30700 | 825.00           |
| WORKS COMPUTING, INC.                | 21920                       | 07/30/2014 | INVER                   | 606.00.1400.413.30700 | 247.50           |
| <b>Fund: 606 - TECHNOLOGY FUND</b>   |                             |            |                         |                       | <b>5,597.92</b>  |

| Vendor Name                    | Payable Number | Post Date  | Description (Item)          | Account Number  | Amount           |
|--------------------------------|----------------|------------|-----------------------------|-----------------|------------------|
| EARL F ANDERSEN INC            | 0105263-IN     | 07/30/2014 | 0004094                     | 702.229.2289901 | 2,939.73         |
| EMMONS & OLIVIER RESOURCES     | 00095-0044-3   | 07/30/2014 | 00095-0044                  | 702.229.2298301 | 1,605.50         |
| EMMONS & OLIVIER RESOURCES     | 00095-0044-3   | 07/30/2014 | 00095-0044                  | 702.229.2303201 | 178.00           |
| EMMONS & OLIVIER RESOURCES     | 00095-0044-3   | 07/30/2014 | 00095-0044                  | 702.229.2304201 | 2,136.00         |
| EMMONS & OLIVIER RESOURCES     | 00095-0044-3   | 07/30/2014 | 00095-0044                  | 702.229.2304301 | 2,400.50         |
| EMMONS & OLIVIER RESOURCES     | 00095-0044-3   | 07/30/2014 | 00095-0044                  | 702.229.2304301 | 851.50           |
| EMMONS & OLIVIER RESOURCES     | 00095-0045-2   | 08/06/2014 | 00095-0045                  | 702.229.2282200 | (44.50)          |
| EMMONS & OLIVIER RESOURCES     | 00095-0045-2   | 08/06/2014 | 00095-0045                  | 702.229.2289901 | 2,148.23         |
| SHERBURNE COUNTY SHERIFF       | 2013000884     | 07/30/2014 | LINDSEY MARIE STEWERT/DAVIS | 702.229.2291000 | 300.00           |
| <b>Fund: 702 - ESCROW FUND</b> |                |            |                             |                 | <b>12,514.96</b> |

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**Grand Total** **1,733,098.12**

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 11 for City Project No. 2006-08 – Asher Water Tower Replacement**

Meeting Date: August 11, 2014  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 11 for City Project No. 2006-08 – Asher Water Tower Replacement.

**SUMMARY**

The improvements were ordered by the City Council on March 26, 2012. The contract was awarded in the amount of \$2,187,000 to CB & I, Inc. on November 26, 2012 for City Project No. 2006-08 – Asher Water Tower Replacement.

The contractor has completed the work through June 30, 2014 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 11 in the amount of \$31,152.53 for work on City Project No. 2006-08 – Asher Water Tower Replacement.

SDT/kf

Attachment: Pay Voucher No. 11

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO: City of Inver Grove Heights  
 (OWNER) 8150 Barbara Ave  
 Inver Grove Heights, MN 55077-3410

AIA DOCUMENT G702  
 CB&I INVOICE NO. 184000-11  
 APPLICATION NO. 11

Distribution to:  
 OWNER   
 ENGINEER   
 CONTRACTOR   
 OTHER

FROM (CONTRACTOR):  
 CB&I Inc. - Steel Plate Structures

VIA (ENGINEER):  
 Short Elliott Hendrickson Inc.  
 3535 Vadnais Center Drive  
 St. Paul, MN 55110-5196

WORK FROM DATE: 06/01/14  
 WORK THRU DATE: 06/30/14  
 ENG. PROJECT NO: INVER 120095  
 CONTRACT DATE: 1/26/12

CONTRACT FOR:  
 0.75MG Elevated Water Storage Tank

**CONTRACTOR'S APPLICATION FOR PAYMENT**

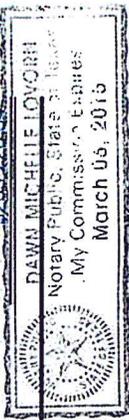
| CHANGE ORDER SUMMARY                               | ADDITIONS  | DEDUCTIONS |
|--|------------|------------|
| Change Orders approved in previous months by Owner | 0.00       | 0.00       |
| TOTAL  | 0.00       | 0.00       |
| Approved this Application                          |            |            |
| Number   | 02/18/14   | (8,928.00) |
| Date Approved                                      |            |            |
| TOTALS   | 0.00       | (8,928.00) |
| Net change by Change Orders                        | (8,928.00) |            |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that the Work covered by this Application for Payment has been completed in accordance with Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CB&I Inc. - Steel Plate Structures  
 By: *[Signature]* Date: 07/29/14  
 A/R Administrator

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$2,187,000.00
2. Net change by Change Orders (\$8,928.00)
3. CONTRACT SUM TO DATE (Line 1+/- 2) \$2,178,072.00
4. TOTAL COMPLETED & STORED TO DATE (Col K on G703) \$2,078,782.48
5. RETAINAGE:
  - a. 5% of Completed Work \$103,939.12
  - b. 0% of Stored Material (Col G + I on G703) 0.00
  - Col J on G703
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$1,974,843.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$1,943,690.83
8. CURRENT PAYMENT DUE \$31,152.53
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$203,228.64



State of: TEXAS County of: HARRIS  
 Subscribed and sworn to before me this 29th day of July, 2014.  
 Notary Public *[Signature]* March 6, 2015  
 My Commission Expires:

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED  
 (Attach explanation if amount certified differs from the amount applied for.)  
 ENGINEER: Short Elliott Hendrickson Inc.  
 By: *[Signature]* Date: 8/7/2013  
 OWNER: City of Inver Grove Heights  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 FUNDING AGENCY: USDA  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.  
in tabulations below, amounts are stated to the nearest dollar.  
Use Column 1 on Contracts where variable retainage for line items may apply

CB&I INC. - INVOICE NUMBER: 184000-11  
APPLICATION NUMBER: 11  
APPLICATION DATE: 07/29/14  
WORK FROM DATE: 06/01/14  
WORK THRU DATE: 06/30/14

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                                       | C<br>SCHEDULED<br>VALUE | D<br>UNIT<br>PRICE | E<br>UOM | F<br>TOTAL<br>UNITS | G<br>WORK<br>FROM<br>PREVIOUS<br>APPLICATIONS | H<br>PREVIOUS<br>%<br>(G Div C)<br>or<br>UNITS | I<br>WORK<br>COMPLETED<br>THIS PERIOD | J<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>G or I) | K<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(G + I + J) | L<br>TOTAL<br>TO DATE<br>QTY OR %<br>(K Div C) | M<br>BALANCE<br>TO FINISH<br>(C - K) | N<br>PREVIOUS<br>RETAINAGE<br>5% | O<br>CURRENT<br>RETAINAGE<br>5% | P<br>TOTAL<br>RETAINAGE<br>5% |        |
|------------------|--|-------------------------|--------------------|----------|---------------------|---|--|---------------------------------------|---|---|--|--------------------------------------|----------------------------------|---------------------------------|-------------------------------|--------|
| 1                | Mobilization   | \$ 25,000.00            | \$ 25,000.00       | LS       | 1.0                 | 25,000.00                                     | 1  | 0.00                                  | 0.00  | 25,000.00   | 1.00   | 0.00                                 | 1,250.00                         | 0.00                            | 1,250.00                      |        |
| 2                | Remove Bituminous Pavement                                     | \$ 780.00               | \$ 13.00           | SY       | 60.0                | 1,911.00                                      | 147  | 845.00                                | 2,756.00  | 2,756.00  | 212.00   | (1,976.00)                           | 95.55                            | 42.25                           | 137.80                        |        |
| 3                | Remove Concrete Curb & Gutter                                  | \$ 1,275.00             | \$ 17.00           | LF       | 75.0                | 1,700.00                                      | 100  | 0.00                                  | 1,700.00  | 1,700.00  | 100.00   | (425.00)                             | 85.00                            | 0.00                            | 85.00                         |        |
| 4                | Remove Storm Sewer Pipe  | \$ 975.00               | \$ 15.00           | CY       | 65.0                | 975.00  | 65   | 0.00                                  | 975.00  | 975.00  | 65.00  | 0.00                                 | 48.75                            | 0.00                            | 48.75                         |        |
| 5                | Common Excavation (CV) (P)                                     | \$ 28,050.00            | \$ 17.00           | CY       | 1,650.0             | 28,050.00                                     | 1650   | 0.00                                  | 28,050.00   | 28,050.00   | 1650.00  | 0.00                                 | 1,402.50                         | 0.00                            | 1,402.50                      |        |
| 6                | Select Topsoil (CV)  | \$ 5,000.00             | \$ 25.00           | CY       | 200.0               | 5,000.00                                      | 0  | 0.00                                  | 0.00  | 5,000.00  | 0.00   | 5,000.00                             | 0.00                             | 0.00                            | 0.00                          |        |
| 7                | Aggregate Base Class 5   | \$ 6,800.00             | \$ 16.00           | Ton      | 425.0               | 6,800.00                                      | 425  | 880.00                                | 7,680.00  | 7,680.00  | 480.00   | (880.00)                             | 340.00                           | 44.00                           | 384.00                        |        |
| 8                | Select Granular Borrow - Mod 5% (CV)                           | \$ 13,311.00            | \$ 17.00           | CY       | 800.0               | 13,311.00                                     | 783  | 0.00                                  | 13,311.00   | 13,311.00   | 783.00   | 289.00                               | 665.55                           | 0.00                            | 665.55                        |        |
| 9                | Geotextile, Type V   | \$ 2,160.00             | \$ 1.80            | SY       | 1,200.0             | 2,160.00                                      | 1200   | 0.00                                  | 2,160.00  | 2,160.00  | 1200.00  | 0.00                                 | 108.00                           | 0.00                            | 108.00                        |        |
| 10               | Type SP 9.5 Wearing Course Mix (3C)                            | \$ 11,570.00            | \$ 89.00           | Ton      | 130.0               | 11,570.00                                     | 0  | 12,816.00                             | 12,816.00   | 12,816.00   | 144.00   | (1,246.00)                           | 0.00                             | 640.80                          | 0.00                          | 640.80 |
| 11               | Type SP 12.5 Non-Wearing Course Mix (3C)                       | \$ 9,100.00             | \$ 14.00           | LF       | 650.0               | 9,100.00                                      | 0  | 1,330.00                              | 10,430.00   | 10,430.00   | 745.00   | (1,330.00)                           | 455.00                           | 66.50                           | 521.50                        |        |
| 12               | B612 Concrete Curb & Gutter                                    | \$ 1,200.00             | \$ 1.00            | EA       | 1.0                 | 1,200.00                                      | 1  | 0.00                                  | 1,200.00  | 1,200.00  | 1.00   | 0.00                                 | 60.00                            | 0.00                            | 60.00                         |        |
| 13               | Connect to Existing Sanitary Sewer                             | \$ 2,920.00             | \$ 365.00          | LF       | 8.0                 | 3,923.75                                      | 11   | 0.00                                  | 3,923.75  | 3,923.75  | 10.75  | (1,003.75)                           | 196.19                           | 0.00                            | 196.19                        |        |
| 14               | Sanitary Sewer Manhole   | \$ 5,216.00             | \$ 32.00           | LF       | 163.0               | 4,896.00                                      | 153  | 0.00                                  | 4,896.00  | 4,896.00  | 153.00   | 320.00                               | 244.80                           | 0.00                            | 244.80                        |        |
| 15               | 6" PVC Pipe Sewer, SDR 35                                      | \$ 780.00               | \$ 780.00          | EA       | 1.0                 | 780.00  | 1  | 0.00                                  | 780.00  | 780.00  | 1.00   | 0.00                                 | 39.00                            | 0.00                            | 39.00                         |        |
| 16               | Connect to Existing Water Main                                 | \$ 8,250.00             | \$ 50.00           | SF       | 165.0               | 8,250.00                                      | 0  | 0.00                                  | 0.00  | 8,250.00  | 0.00   | 8,250.00                             | 0.00                             | 0.00                            | 0.00                          |        |
| 17               | Modular Block Retaining Wall                                   | \$ 1,900.00             | \$ 1,900.00        | LS       | 1.0                 | 1,900.00                                      | 0  | 0.00                                  | 0.00  | 1,900.00  | 0.00   | 1,900.00                             | 0.00                             | 0.00                            | 0.00                          |        |
| 18               | Trail (Wood Chip)  | \$ 4,640.00             | \$ 290.00          | LF       | 16.0                | 4,640.00                                      | 16   | 0.00                                  | 4,640.00  | 4,640.00  | 16.00  | 0.00                                 | 232.00                           | 0.00                            | 232.00                        |        |
| 19               | 6" Water Main Ductile Iron, CL 52                              | \$ 14,190.00            | \$ 86.00           | LF       | 165.0               | 14,190.00                                     | 165  | 0.00                                  | 14,190.00   | 14,190.00   | 165.00   | 0.00                                 | 709.50                           | 0.00                            | 709.50                        |        |
| 20               | 16" Water Main Ductile Iron, CL 52                             | \$ 3,300.00             | \$ 3,300.00        | LF       | 1.0                 | 3,300.00                                      | 1  | 0.00                                  | 3,300.00  | 3,300.00  | 1.00   | 0.00                                 | 165.00                           | 0.00                            | 165.00                        |        |
| 21               | Hydrant  | \$ 1,600.00             | \$ 1,600.00        | LF       | 1.0                 | 1,600.00                                      | 1  | 0.00                                  | 1,600.00  | 1,600.00  | 1.00   | 0.00                                 | 80.00                            | 0.00                            | 80.00                         |        |
| 22               | 6" Gate Valve & Box  | \$ 1,224.00             | \$ 3.00            | LBS      | 408.0               | 3,015.00                                      | 1005   | 0.00                                  | 3,015.00  | 3,015.00  | 1005.00  | (1,791.00)                           | 150.75                           | 0.00                            | 150.75                        |        |
| 23               | Ductile Iron Fittings  | \$ 730.00               | \$ 730.00          | EA       | 1.0                 | 730.00  | 1  | 730.00                                | 1,460.00  | 1,460.00  | 2.00   | (730.00)                             | 36.50                            | 0.00                            | 36.50                         |        |
| 24               | Connect to Existing Storm Sewer                                | \$ 5,600.00             | \$ 1,400.00        | LF       | 4.0                 | 5,740.00                                      | 4  | 0.00                                  | 5,740.00  | 5,740.00  | 4.00   | (140.00)                             | 287.00                           | 0.00                            | 287.00                        |        |
| 25               | Over Flow Catch Basin  | \$ 7,084.00             | \$ 440.00          | LF       | 16.1                | 7,040.00                                      | 16   | 404.80                                | 7,444.80  | 7,444.80  | 16.92  | (360.80)                             | 352.00                           | 20.24                           | 372.24                        |        |
| 26               | Catch Basin Manhole  | \$ 2,240.00             | \$ 560.00          | LF       | 4.0                 | 2,240.00                                      | 4  | 0.00                                  | 2,240.00  | 2,240.00  | 4.00   | 0.00                                 | 112.00                           | 0.00                            | 112.00                        |        |
| 27               | 2' x 3' Catch Basin  | \$ 1,693.00             | \$ 51.00           | LF       | 33.0                | 1,173.00                                      | 23   | 0.00                                  | 1,173.00  | 1,173.00  | 23.00  | 510.00                               | 58.65                            | 0.00                            | 58.65                         |        |
| 28               | 15" RCP, Class V   | \$ 7,875.00             | \$ 45.00           | LF       | 175.0               | 10,755.00                                     | 239  | 0.00                                  | 10,755.00   | 10,755.00   | 239.00   | (2,880.00)                           | 537.75                           | 0.00                            | 537.75                        |        |
| 29               | 18" RCP, Class V   | \$ 700.00               | \$ 7.00            | LF       | 100.0               | 700.00  | 100  | 0.00                                  | 700.00  | 700.00  | 100.00   | 0.00                                 | 35.00                            | 0.00                            | 35.00                         |        |
| 30               | 4" Perforated Drain Pipe w/ Geotextile Sock                    | \$ 550.00               | \$ 2.00            | LF       | 275.0               | 550.00  | 0  | 0.00                                  | 0.00  | 550.00  | 0.00   | 550.00                               | 0.00                             | 0.00                            | 0.00                          |        |
| 31               | 4" Solid White - Paint   | \$ 470.00               | \$ 470.00          | EA       | 1.0                 | 470.00  | 0  | 0.00                                  | 0.00  | 470.00  | 0.00   | 470.00                               | 0.00                             | 0.00                            | 0.00                          |        |
| 32               | Handicap Symbol - Paint (White)                                | \$ 470.00               | \$ 470.00          | EA       | 1.0                 | 470.00  | 0  | 0.00                                  | 0.00  | 470.00  | 0.00   | 470.00                               | 0.00                             | 0.00                            | 0.00                          |        |
| 33               | Parking and Traffic Signage                                    | \$ 3,290.00             | \$ 4.70            | LF       | 700.0               | 4,408.60                                      | 938  | 197.40                                | 4,606.00  | 4,606.00  | 980.00   | (1,316.00)                           | 220.43                           | 9.87                            | 230.30                        |        |
| 34               | Temporary Chain Link Fence (8' High)                           | \$ 410.00               | \$ 410.00          | EA       | 1.0                 | 820.00  | 2  | 0.00                                  | 820.00  | 820.00  | 2.00   | (410.00)                             | 41.00                            | 0.00                            | 41.00                         |        |
| 35               | Temporary Chain Link Security Gate                             | \$ 2,100.00             | \$ 3.00            | LF       | 700.0               | 2,100.00                                      | 700  | 0.00                                  | 2,100.00  | 2,100.00  | 700.00   | 0.00                                 | 105.00                           | 0.00                            | 105.00                        |        |
| 36               | Hydroseeding, Mix 260  | \$ 345.00               | \$ 2.30            | LF       | 150.0               | 69.00   | 30   | 0.00                                  | 69.00   | 69.00   | 30.00  | 276.00                               | 3.45                             | 0.00                            | 3.45                          |        |
| 37               | Silt Fence, Machine Type                                       | \$ 1,003.00             | \$ 1,003.00        | LS       | 1.0                 | 0.00  | 0  | 1,003.00                              | 1,003.00  | 1,003.00  | 1.00   | 0.00                                 | 0.00                             | 50.15                           | 0.00                          | 50.15  |
| 38               | Road / Survey / Misc   | \$ 62,680.00            | \$ 62,680.00       | LS       | 1.0                 | 6,268.00                                      | 0  | 576.00                                | 6,268.00  | 6,268.00  | 0.10   | 56,412.00                            | 313.40                           | 0.00                            | 313.40                        |        |
| 39               | Basic Electrical   | \$ 42,000.00            | \$ 42,000.00       | LS       | 1.0                 | 0.00  | 0  | 0.00                                  | 0.00  | 0.00  | 0.00   | 42,000.00                            | 0.00                             | 0.00                            | 0.00                          |        |
| 40               | Watermain Isolation  | \$ 29,000.00            | \$ 29,000.00       | LS       | 1.0                 | 29,000.00                                     | 100%   | 0.00                                  | 29,000.00   | 29,000.00   | 100%   | 0.00                                 | 1,450.00                         | 0.00                            | 1,450.00                      |        |
| 41               | Telemetry System   | \$ 508.13               | \$ 388.13          | LS       | 1.0                 | 0.00  | 0%   | 388.13                                | 388.13  | 388.13  | 100%   | 0.00                                 | 0.00                             | 19.41                           | 0.00                          | 19.41  |
| 42               | Bulkhead Existing Invert                                       | \$ 28,000.00            | \$ 28,000.00       | LS       | 1.0                 | 508.80  | 0%   | 508.80                                | 508.80  | 508.80  | 100%   | 0.00                                 | 25.44                            | 0.00                            | 25.44                         |        |
| 43               | Bonds & Insurance  | \$ 42,000.00            | \$ 42,000.00       | LS       | 1.0                 | 28,000.00                                     | 100%   | 0.00                                  | 28,000.00   | 28,000.00   | 100%   | 0.00                                 | 1,400.00                         | 0.00                            | 1,400.00                      |        |
| 44               | Sand Fill Existing 18" CMP                                     | \$ 315,000.00           | \$ 315,000.00      | LS       | 1.0                 | 42,000.00                                     | 100%   | 0.00                                  | 42,000.00   | 42,000.00   | 100%   | 0.00                                 | 2,100.00                         | 0.00                            | 2,100.00                      |        |
| 45               | CL7 Recycle in Lieu of CL5 Limestone                           | \$ 315,000.00           | \$ 315,000.00      | LS       | 1.0                 | 315,000.00                                    | 100%   | 0.00                                  | 315,000.00  | 315,000.00  | 100%   | 0.00                                 | 15,750.00                        | 0.00                            | 15,750.00                     |        |
| 46               | Foundation Construction  | \$ 25,000.00            | \$ 25,000.00       | LS       | 1.0                 | 25,000.00                                     | 100%   | 0.00                                  | 25,000.00   | 25,000.00   | 100%   | 0.00                                 | 1,250.00                         | 0.00                            | 1,250.00                      |        |
| 47               | Preliminary Site Work  | \$ 305,000.00           | \$ 305,000.00      | LS       | 1.0                 | 305,000.00                                    | 100%   | 0.00                                  | 305,000.00  | 305,000.00  | 100%   | 0.00                                 | 15,250.00                        | 0.00                            | 15,250.00                     |        |
| 48               | Tank Materials   | \$ 199,000.00           | \$ 199,000.00      | LS       | 1.0                 | 199,000.00                                    | 100%   | 0.00                                  | 199,000.00  | 199,000.00  | 100%   | 0.00                                 | 9,950.00                         | 0.00                            | 9,950.00                      |        |
| 49               | Tank Fabrication and Ship                                      | \$ 439,523.00           | \$ 439,523.00      | LS       | 1.0                 | 439,523.00                                    | 100%   | 0.00                                  | 439,523.00  | 439,523.00  | 100%   | 0.00                                 | 21,976.15                        | 0.00                            | 21,976.15                     |        |
| 50               | Steel Tank Erection  | \$ 438,800.00           | \$ 438,800.00      | LS       | 1.0                 | 438,800.00                                    | 100%   | 0.00                                  | 438,800.00  | 438,800.00  | 100%   | 0.00                                 | 21,940.00                        | 0.00                            | 21,940.00                     |        |
| 51               | Coating and Disinfection                                       | \$ 20,000.00            | \$ 20,000.00       | LS       | 1.0                 | 20,000.00                                     | 100%   | 0.00                                  | 20,000.00   | 20,000.00   | 100%   | 0.00                                 | 1,000.00                         | 0.00                            | 1,000.00                      |        |
| 52               | Wall Partition and Ceiling                                     | \$ 8,928.00             | \$ 8,928.00        | LS       | 1.0                 | 8,928.00                                      | 100%   | 0.00                                  | 8,928.00  | 8,928.00  | 100%   | 0.00                                 | (446.40)                         | 0.00                            | (446.40)                      |        |
| 53               | Change Order #01 Credit Cost of Inspections & Unforeseen Cond. | \$ 2,180,997.93         | \$ 2,180,997.93    | LS       | 1.0                 | 2,045,990.35                                  | 94%  | 32,792.13                             | 0.00  | 2,078,782.48  | 95%  | 102,215.45                           | 102,299.52                       | 1,639.61                        | 103,939.12                    |        |



# CB&I Inc. - Steel Plate Structures

2103 Research Forest Drive, The Woodlands, Texas 77380

## PARTIAL WAIVER OF LIEN

To: **City of Inver Grove Heights**  
**8150 Barbara Ave**  
**Inver Grove Heights, MN 55077-3410**

**CB&I Contract Number: 37184000**

We, having been engaged by you to perform work in the construction of

**0.75MG Elevated Water Storage Tank**  
**City Project No.: 2006-08**

at job location site: **Inver Grove Heights, MN**

in accordance with the AGREEMENT SIGNED/EFFECTIVE DATE OF **November 26, 2012**  
certify that we have fully paid for all work, labor, material, and equipment furnished to  
date by us, or by our subcontractors, or material men. In consideration of the payment  
to us of **\$31,152.53** for the following invoice(s).

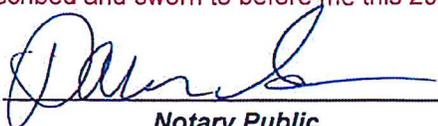
| <u>Invoice Number</u> | <u>Amount</u> | <u>Work Thru Date</u> |
|-----------------------|---------------|-----------------------|
| 184000-11             | \$31,152.53   | Jun-30-14             |

*We hereby release to the extent of payment for said invoice(s) any and all lien, or right of lien, on account of labor and/or material furnished in the performance of our work. This partial waiver of lien is limited to the work included in said invoice(s), and this waiver does not extend to any labor and/or material furnished by us on prior or subsequent invoice(s).*

Executed this 29th day of July, 2014.

By:   
**A/R Administrator**  
**CB&I Inc. - Steel Plate Structures**

Subscribed and sworn to before me this 29th day of July, 2014.

By:   
**Notary Public**





# CB&I Inc. - Steel Plate Structures

2103 Research Forest Drive  
The Woodlands, Texas 77380

## INVOICE

INVOICE NO 184000-11  
APPLICATION NO 11  
INVOICE DATE 07/29/14  
DUE DATE 09/07/14  
TERMS Net 40  
A/P VENDOR NO 05641

|   |  |
|---|--|
| <b>MAIL TO:</b><br>Short Elliott Hendrickson Inc.<br>3535 Vadnais Center Drive<br>St. Paul, MN 55110-5196 | <b>SOLD TO:</b><br>City of Inver Grove Heights<br>8150 Barbara Ave<br>Inver Grove Heights, MN 55077-3410 |
| Attn: Miles Jensen<br>Ph: 651-490-2020  | Attn: Jim Sweeney<br>Ph: 651-450-2565  |
| <b>Job Location:</b> Inver Grove Heights, MN  |  |
| <b>SEH Reference No.:</b> INVER 120095  |  |
| <b>City Project No.:</b> 2006-08  |  |

Work From Date: 06/01/14  
Work Thru Date: 06/30/14  
CBI Contract No. 37184000  
CBI Customer No. 931374  
Project Manager Lance Jansen

**DESCRIPTION**  
0.75MG Elevated Water Storage Tank

Original Contract Price \$2,187,000.00  
Change Order (\$8,928.00)  
**Total Contract Price \$2,178,072.00**

### SCHEDULE OF VALUES

|  | UNITS OF MEASURE | TOTAL PRICE    | TOTAL UNITS | TOTAL UNITS OR % COMPLETE | TOTAL COMPLETE |
|--|------------------|----------------|-------------|---------------------------|----------------|
| 1 Mobilization   | LS               | \$25,000.00    | 1           | 1                         | \$25,000.00    |
| 2 Remove Bituminous Pavement                                     | SY               | \$780.00       | 60          | 212                       | \$2,756.00     |
| 3 Remove Concrete Curb & Gutter                                  | LF               | \$1,275.00     | 75.0        | 100                       | \$1,700.00     |
| 4 Remove Storm Sewer Pipe  | LF               | \$975.00       | 65          | 65                        | \$975.00       |
| 5 Common Excavation (CV) (P)                                     | CY               | \$28,050.00    | 1,650       | 1,650                     | \$28,050.00    |
| 6 Select Topsoil Brow (CV)                                       | CY               | \$5,000.00     | 200         | -                         | \$0.00         |
| 7 Aggregate Base Class 5   | Ton              | \$6,800.00     | 425         | 480                       | \$7,680.00     |
| 8 Select Granular Borrow - Mod 5% (CV)                           | CY               | \$13,600.00    | 800         | 783                       | \$13,311.00    |
| 9 Geotextile, Type V   | SY               | \$2,160.00     | 1,200       | 1,200                     | \$2,160.00     |
| 10 Type SP 9.5 Wearing Course Mix (3,C)                          | Ton              | \$11,570.00    | 130         | 144                       | \$12,816.00    |
| 11 Type SP 12.5 Non-Wearing Course Mix (3,C)                     | Ton              | \$11,570.00    | 130         | 144                       | \$12,816.00    |
| 12 B612 Concrete Curb & Gutter                                   | LF               | \$9,100.00     | 650         | 745                       | \$10,430.00    |
| 13 Connect to Existing Sanitary Sewer                            | EA               | \$1,200.00     | 1           | 1                         | \$1,200.00     |
| 14 Sanitary Sewer Manhole  | LF               | \$2,920.00     | 8           | 10.75                     | \$3,923.75     |
| 15 6" PVC Pipe Sewer, SDR 35                                     | LF               | \$5,216.00     | 163         | 153                       | \$4,896.00     |
| 16 Connect to Existing Water Main                                | EA               | \$780.00       | 1           | 1                         | \$780.00       |
| 17 Modular Block Retaining Wall                                  | SF               | \$8,250.00     | 165         | -                         | \$0.00         |
| 18 Trail (Wood Chip)   | LS               | \$1,900.00     | 1           | -                         | \$0.00         |
| 19 6" Water Main Ductile Iron, CL 52                             | LF               | \$4,640.00     | 16          | 16                        | \$4,640.00     |
| 20 16" Water Main Ductile Iron, CL 52                            | LF               | \$14,190.00    | 165         | 165                       | \$14,190.00    |
| 21 Hydrant   | LF               | \$3,300.00     | 1.0         | 1                         | \$3,300.00     |
| 22 6" Gate Valve & Box   | LF               | \$1,600.00     | 1           | 1                         | \$1,600.00     |
| 23 Ductile Iron Fittings   | LBS              | \$1,224.00     | 408         | 1,005                     | \$3,015.00     |
| 24 Connect to Existing Storm Sewer                               | EA               | \$730.00       | 1           | 2                         | \$1,460.00     |
| 25 Over Flow Catch Basin   | LF               | \$5,600.00     | 4           | 4.10                      | \$5,740.00     |
| 26 Catch Basin Manhole   | LF               | \$7,084.00     | 16          | 16.92                     | \$7,444.80     |
| 27 2' x 3' Catch Basin   | LF               | \$2,240.00     | 4           | 4                         | \$2,240.00     |
| 28 15" RCP, Class V  | LF               | \$1,683.00     | 33          | 23                        | \$1,173.00     |
| 29 18" RCP, Class V  | LF               | \$7,875.00     | 175         | 239                       | \$10,755.00    |
| 30 4" Perforated Drain Pipe w/ Geotextile Sock                   | LF               | \$700.00       | 100         | 100                       | \$700.00       |
| 31 4" Solid White - Paint  | LF               | \$550.00       | 275         | -                         | \$0.00         |
| 32 Handicap Symbol - Paint (White)                               | EA               | \$470.00       | 1           | -                         | \$0.00         |
| 33 Parking and Traffic Signage                                   | LS               | \$470.00       | 1           | -                         | \$0.00         |
| 34 Temporary Chain Link Fence (8' High)                          | LF               | \$3,290.00     | 700         | 980                       | \$4,606.00     |
| 35 Temporary Chain Link Security Gate                            | EA               | \$410.00       | 1           | 2                         | \$820.00       |
| 36 Hydroseeding, Mix 260   | AC               | \$1,350.00     | 1           | -                         | \$0.00         |
| 37 Silt Fence, Machine Type                                      | LF               | \$2,100.00     | 700         | 700                       | \$2,100.00     |
| 38 Bioroll   | LF               | \$345.00       | 150         | 30                        | \$69.00        |
| 39 Road / Survey / Misc  | LS               | \$1,003.00     | 1           | 1                         | \$1,003.00     |
| 40 Basic Electrical  | LS               | \$62,680.00    | 1           | 0.10                      | \$6,268.00     |
| 40-A Watermain Isulation   | SF               | \$576.00       | 1           | 1.00                      | \$576.00       |
| 41 Telemetry System  | LS               | \$42,000.00    | 1           | -                         | \$0.00         |
| 41-A Bulkhead Existing Invert                                    | LS               | \$450.00       | 1           | 0.66                      | \$297.00       |
| 42 Bonds & Insurance   | LS               | \$29,000.00    | 1           | 100%                      | \$29,000.00    |
| 42-A Sand Fill Existing 18" CMP                                  | LS               | \$388.13       | 1           | 100%                      | \$388.13       |
| 42-D CL7 Recycle in Lieu of CL5 Limestone                        | Ton              | \$508.80       | 1           | 100%                      | \$508.80       |
| 43 Foundation Drawings   | LS               | \$28,000.00    | 1           | 100%                      | \$28,000.00    |
| 44 Tank Drawings   | LS               | \$42,000.00    | 1           | 100%                      | \$42,000.00    |
| 45 Foundation Construction                                       | LS               | \$315,000.00   | 1           | 100%                      | \$315,000.00   |
| 46 Preliminary Site Work   | LS               | \$25,000.00    | 1           | 100%                      | \$25,000.00    |
| 47 Tank Materials  | LS               | \$305,000.00   | 1           | 100%                      | \$305,000.00   |
| 48 Tank Fabrication and Ship                                     | LS               | \$199,000.00   | 1           | 100%                      | \$199,000.00   |
| 49 Steel Tank Erection   | LS               | \$439,523.00   | 1           | 100%                      | \$439,523.00   |
| 50 Coating and Disinfection                                      | LS               | \$438,800.00   | 1           | 100%                      | \$438,800.00   |
| 51 Dehumidification  | LS               | \$45,000.00    | 1           | 100%                      | \$45,000.00    |
| 52 Wall Partition and Ceiling                                    | LS               | \$20,000.00    | 1           | 100%                      | \$20,000.00    |
| 53 Change Order #01 Credit Cost of Inspections & Unforseen Cond. | LS               | (\$8,928.00)   | 1           | 100%                      | (\$8,928.00)   |
|  |                  | \$2,180,997.93 |             | 95%                       | \$2,078,782.48 |

Total Completed to Date \$2,078,782.48  
Less: Retention 5% \$103,939.12  
Total Amount Billed to Date \$1,974,843.36  
Less: Amount Previously Invoiced \$1,943,690.83  
**Current Amount Due \$31,152.53**

### REMITTANCE / PAYMENT INFORMATION:

#### Regular Mail:

CB&I Inc.  
PO Box 848217  
Dallas, TX 75284-8217

#### Overnight Mail:

Bank of America Lockbox Services  
CB&I Inc. - Lockbox 846217  
1950 N. Stemmons Frwy, Suite 5010  
Dallas, TX 75207

#### Bank of America EFT Instructions:

Account Name: CB&I Inc  
Account Number: 3756272688  
ABA # 111000012 (ACH Only)  
ABA # 026009593 (Wire Only)

#### Questions Regarding Invoices Contact:

INVOICE PAYMENT: Dawn Lovorn, A/R Manager  
INVOICE BILLING: Adela Diaz, A/R Administrator  
INVOICE BILLING: Flori Galvan, A/R Administrator

832-513-1355 DLovorn@cbi.com  
832-513-1292 AADiaz@cbi.com  
832-513-1303 Flori.galvan@cbi.com

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Consider Pay Voucher No. 3 and Change Order No. 1 for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

Meeting Date: August 11, 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

*SSA SB*

| Fiscal/FTE Impact:                  |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | None  |
| <input type="checkbox"/>            | Amount included in current budget           |
| <input type="checkbox"/>            | Budget amendment requested                  |
| <input type="checkbox"/>            | FTE included in current complement          |
| <input type="checkbox"/>            | New FTE requested – N/A                     |
| <input checked="" type="checkbox"/> | Other: Storm Water Utility Fund, SWCD Grant |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 and Change Order No. 1 for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

SUMMARY

The improvements were ordered as part of the 2013 Improvement Program. The contract was awarded in the amount of \$284,792.00 to Sunram Construction, on August 26, 2013 for City Project No. 2012-07 Bohrer Pond NW Pre-treatment Basin

The contractor has completed the work through July 31, 2014 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

Change Order No. 1 in the amount of \$3,015.88 is for storm water erosion repairs caused by excessive rains that occurred in June of 2014. This work was considered outside the scope of the original project. The funding source for this change order is the storm water utility fund.

I recommend approval of Change Order No. 1 in the amount of \$3015.88 (for a revised contract amount of \$287,807.88) and approval of Payment Voucher No. 3 in the amount of \$ 10,969.84 for work on City Project No. 2012-07 Bohrer Pond NW Pre-treatment Basin

TJK/me  
Attachments: Pay Voucher No. 3  
Change Order No. 1

## CHANGE ORDER NO. 1

Bohrer Pond NW Pre-treatment Basin  
City Project # 2012-07

|   |  |
|---|--|
| <p>Owner: City of Inver Grove Heights<br/>8150 Barbara Avenue<br/>Inver Grove Heights, MN 55077</p> <p>Contractor: Sunram Construction, Inc.<br/>20010 75<sup>th</sup> Avenue North<br/>Corcoran MN 55340</p> | <p>Date of Issuance: August 1, 2014</p> <p>Engineer: City of Inver Grove Heights</p> |
| <p>Purpose of Change Order:</p> <p>Storm water erosion repairs caused by excessive rains that occurred in June of 2014</p>  |  |
| <b>CHANGE IN CONTRACT PRICE</b>   | <b>CHANGE IN CONTRACT TIME</b>   |
| Original Contract Price:<br>\$ 284,792.00   | Original Contract Time:  |
| Previous Change Orders<br>\$ 0.00   | Net Change from Previous Change Orders   |
| Contract Price Prior to this Change Order<br>\$ 284,792.00  | Contract Time Prior to this Change Order   |
| Net <b>Increase</b> of this Change Order<br>\$ 3,015.88   | Net Increase (Decrease) of Change Order  |
| Contract Price with all Approved Change Orders<br>\$287,807.88  | Contract Time with Approved Change Orders  |
| Recommended   | Approved   |
| By: _____<br>Mike Edwards, Senior Engineering Technician  | By: _____<br>Sunram Construction   |

Approved By:

Approved By:

Date of Council Action



Thomas j. Kaldunski,  
City Engineer

George Tourville, Mayor

September 11, 2014

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

ESTIMATE NO: 3 (Three)  
DATE: September 11, 2014  
PERIOD ENDING: July 31, 2014  
CONTRACT: 2013 Improvement Program  
PROJECT NO: 2012-07 Bohrer Pond NW Pre-treatment Basin

TO: Sunram Construction  
20010 75<sup>TH</sup> Avenue North  
Corcoran, MN 55340

|  |              |
|--|--------------|
| Original Contract Amount .....               | \$284,792.00 |
| Total Addition .....                         | \$3,015.88   |
| Total Deduction .....                        | \$0.00       |
| Total Contract Amount.....                   | \$287,807.88 |
| Total Value of Work to Date.....             | \$281,970.89 |
| Less Retained (5%).....                      | \$14,098.54  |
| Less Previous Payment.....                   | \$256,902.51 |
| Total Approved for Payment this Voucher..... | \$10,969.84  |
| Total Payments including this Voucher.....   | \$267,872.35 |

**Approvals:**

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

Signed by:  September 11, 2014  
Thomas J. Kaldunski, City Engineer

Signed by: \_\_\_\_\_  
Sunram Construction Date

Signed by: \_\_\_\_\_  
George Tourville, Mayor September 11, 2014

PAY ESTIMATE NO.3  
CITY PROJECT 2012-07

August 1, 2014

BOHRER POND NW PRETREATMENT BASIN

| ITEM NO. | Mn/DOT NO. | ITEM DESCRIPTION                                     | UNIT | EST. QUANTITY | QUANTITY TO DATE | UNIT PRICE  | TOTAL ESTIMATED COST | TOTAL CONTRACT COST |
|----------|------------|--|------|---------------|------------------|-------------|----------------------|---------------------|
| 1        | 2021.501   | MOBILIZATION   | LS   | 1             | 1                | \$26,500.20 | \$ 26,500.20         | \$26,500.20         |
| 2        | 2563.601   | TRAFFIC CONTROL                                      | LS   | 1             | 0                | \$250.00    | \$ 250.00            | \$0.00              |
| 3        | 2101.501   | CLEARING   | ACRE | 2.4           | 2.4              | \$3,360.00  | \$ 8,064.00          | \$8,064.00          |
| 4        | 2101.506   | GRUBBING   | ACRE | 2.4           | 2.4              | \$3,360.00  | \$ 8,064.00          | \$8,064.00          |
| 5        | 2105.501   | COMMON EXCAVATION (P)                                | CY   | 5732          | 5732             | \$9.80      | \$ 56,173.60         | \$56,173.60         |
| 6        | SPECIAL    | STEEL SHEET PILING (WEIR STRUCTURE) INCLUDES DESIGN  | SF   | 2560          | 2560             | \$44.00     | \$ 112,640.00        | \$112,640.00        |
| 7        | 2211.501   | AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE       | TON  | 120           | 90.61            | \$20.80     | \$ 2,496.00          | \$1,884.69          |
| 8        | 2104.501   | REMOVE SEWER PIPE STORM                              | LF   | 44            | 44               | \$22.30     | \$ 981.20            | \$981.20            |
| 9        | 2104.521   | SALVAGE SEWER PIPE STORM                             | LF   | 20            | 20               | \$50.00     | \$ 1,000.00          | \$1,000.00          |
| 10       | 2501.571   | INSTALL SALVAGED SEWER PIPE STORM                    | LF   | 20            | 20               | \$75.00     | \$ 1,500.00          | \$1,500.00          |
| 11       | 2503.602   | CONNECT TO EXISTING STORM SEWER                      | EA   | 1             | 1                | \$3,000.00  | \$ 3,000.00          | \$3,000.00          |
| 12       | 2506.502   | CONSTRUCT DRAINAGE STRUCTURE 72-4020                 | EA   | 1             | 1                | \$7,600.00  | \$ 7,600.00          | \$7,600.00          |
| 13       | 2506.502   | RECONSTRUCT MANHOLE                                  | EA   | 1             | 1                | \$2,485.00  | \$ 2,485.00          | \$2,485.00          |
| 14       | 2501.602   | SALVAGE AND REINSTALL PIPE APRON                     | EA   | 3             | 3                | \$1,485.00  | \$ 4,455.00          | \$4,455.00          |
| 15       | 2501.602   | TRASH GUARD FOR 42" PIPE APRON                       | EA   | 1             | 1                | \$1,600.00  | \$ 1,600.00          | \$1,600.00          |
| 16       | 2503.541   | 15" RC PIPE SEWER                                    | LF   | 56            | 56               | \$48.00     | \$ 2,688.00          | \$2,688.00          |
| 17       | 2501.515   | 15" RC PIPE APRON                                    | EA   | 2             | 2                | \$1,350.00  | \$ 2,700.00          | \$2,700.00          |
| 18       | 2511.501   | RANDOM RIPRAP CL III                                 | CY   | 88            | 103              | \$91.00     | \$ 8,008.00          | \$9,373.00          |
| 19       | 2511.501   | RANDOM RIPRAP CLIV                                   | CY   | 51            | 52.66            | \$102.00    | \$ 5,202.00          | \$5,371.32          |
| 20       | 2573.55    | EROSION CONTROL SUPERVISOR                           | LS   | 1             | 1                | \$1,200.00  | \$ 1,200.00          | \$1,200.00          |
| 21       | 2123.61    | STREET SWEEPER (WITH PICK UP BROOM)                  | HR   | 10            | 0                | \$175.00    | \$ 1,750.00          | \$0.00              |
| 22       | 2573.502   | SILT FENCE (HEAVY DUTY)                              | LF   | 90            | 566              | \$4.00      | \$ 360.00            | \$2,264.00          |
| 23       | 2573.505   | FLOTATION SILT CURTAIN (WORK AREA TYPE)              | LF   | 120           | 100              | \$13.50     | \$ 1,620.00          | \$1,350.00          |
| 24       | 2573.602   | TEMPORARY ROCK CONSTRUCTION ENTRANCE                 | EA   | 1             | 0                | \$800.00    | \$ 800.00            | \$0.00              |
| 25       | 2573.54    | FILTER LOG TYPE COMPOST BIOROLL                      | LF   | 60            | 0                | \$8.00      | \$ 480.00            | \$0.00              |
| 26       | 2575.55    | BLOWN COMPOST AND SEED                               | SY   | 2000          | 1383             | \$2.00      | \$ 4,000.00          | \$2,766.00          |
| 27       | 2575.56    | HYDRAULIC SOIL STABILIZER, TYPE SPECIAL (FLEX TERRA) | LB   | 5800          | 4050             | \$1.90      | \$ 11,020.00         | \$7,695.00          |
| 28       | 2575.532   | FERTILIZER TYPE 2                                    | LB   | 100           | 0                | \$1.15      | \$ 115.00            | \$0.00              |
| 29       | 2575.605   | SEEDING, MNDOT MIX NO. 310                           | ACRE | 0.36          | 0.3              | \$4,000.00  | \$ 1,440.00          | \$1,200.00          |
| 30       | 2575.605   | SEEDING, MNDOT MIX NO. 340                           | ACRE | 1.65          | 1.6              | \$4,000.00  | \$ 6,600.00          | \$6,400.00          |

|               | Total Estimated Cost | Total Contract Cost |
|---------------|----------------------|---------------------|
| <b>Total:</b> | \$ 284,792.00        | \$ 278,955.01       |

|                        |             |             |
|------------------------|-------------|-------------|
| <b>Change Order 1:</b> | \$ 3,015.88 | \$ 3,015.88 |
|------------------------|-------------|-------------|

|                                 |               |               |
|---------------------------------|---------------|---------------|
| <b>Contract Amount to Date:</b> | \$ 287,807.88 |               |
| <b>Contract Work Completed:</b> |               | \$ 281,970.89 |
| <b>5% Retainage:</b>            |               | \$ 14,098.54  |
| <b>Previous Payments:</b>       |               | \$ 256,902.51 |

|                              |  |              |
|------------------------------|--|--------------|
| <b>Amount Due Payment 3:</b> |  | \$ 10,969.84 |
|------------------------------|--|--------------|

# SUNRAM CONSTRUCTION, INC.

20010 75<sup>TH</sup> AVENUE NORTH

CORCORAN, MN 55340

(763) 420-2140 PHONE

(763) 494-3951 FAX

**SPECIALIZING IN:**  
ALL TYPES OF RETAINING WALLS  
CONCRETE WORK  
BOBCAT WORK AND HAULING

CITY OF INVER GROVE HEIGHTS  
ATTN MIKE EDWARDS  
8150 BARBARA AVE  
INVER GROVE HEIGHTS MN 55077

07/19/2014

## STORM REPAIRS AT BOHRER POND:

|                             |                 |
|-----------------------------|-----------------|
| LABOR & EQUIPMENT (7 HOURS) | \$2,170.00      |
| TOPSOIL (15 CY)             | \$202.50        |
| BLANKET (300 SY)            | \$225.00        |
| SEED (10 LBS)               | \$25.00         |
| SUB-TOTAL (\$2,622.50)      |                 |
| 15% PROFIT & OVERHEAD       | <u>\$393.38</u> |
| TOTAL CHANGE ORDER          | \$3,015.88      |

THANK YOU FOR THE WORK.

PLEASE REMIT TO:

SUNRAM CONSTRUCTION INC  
20010 75<sup>TH</sup> AVENUE NORTH  
CORCORAN MN 55340

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 4 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

Meeting Date: August 11, 2014  
Item Type: Consent  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director

*TJK*  
*ST*

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 4 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

**SUMMARY**

The improvements were ordered as part of the 2014 Pavement Management Program. The contract was awarded in the amount of \$2,769,496.10 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 and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements. An unknown as-built condition for the existing watermain located parallel to the retaining wall requires this watermain relocation on Blaine Avenue.

Change order No. 4, in the amount of \$153,494.58, is for additional performed watermain work and the construction of new watermain along Blaine Avenue. The change order items will be funded though the Water Utility Fund. The quantities given for new watermain construction along Blaine Avenue are estimated and this change order will be paid based on actual quantities used during construction. The Contractor proposes to do this work while leaving Blaine Avenue open to traffic. During construction activities during the day, it is likely Blaine Avenue will be reduced to one-lane and the Contractor will use flaggers to control traffic. All excavation holes will be closed up at night and Blaine Avenue will be open to traffic in both directions.

I recommend approval of Change Order No. 4, in the amount of \$153,494.58 (for a revised contract amount of \$2,973,969.28) for work on City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

TJK/nh

Attachments: Change Order No. 4

**CHANGE ORDER NO. 4**

**2014 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2014-09D AND 2014-06  
COLLEGE TRAIL STREET RECONSTRUCTION, BARBARA AVE PARTIAL STREET  
RECONSTRUCTION, AND BLAINE AVENUE RETAINING WALL REPLACEMENT**

|  |  |
|--|--|
| Owner: City of Inver Grove Heights<br>8150 Barbara Avenue<br>Inver Grove Heights, MN 55077 | Date of Issuance: August 11, 2014  |
| Contractor: S.M. Hentges and Sons, Inc.<br>650 Quaker Ave.<br>Jordan, MN 55352             | Engineer: Kimley-Horn and Associates   |
| <b><u>PURPOSE OF CHANGE ORDER:</u></b> See attached.                                       |  |
| <b>CHANGE IN CONTRACT PRICE</b>  | <b>CHANGE IN CONTRACT TIME</b>   |
| Original Contract Price:<br>\$2,769,496.10   | Original Contract Time:<br>August 22, 2014 (Interim Completion V)              |
| Previous Change Orders<br>\$50,978.60  | Net Change from Previous Change Orders   |
| Contract Price Prior to this Change Order<br>\$2,820,474.70                                | Contract Time Prior to this Change Order                                       |
| Net Increase (Decrease) of this Change Order<br>\$153,494.58                               | Net Increase (Decrease) of Change Order<br>Additional 2 weeks                  |
| Contract Price with all Approved Change Orders<br>\$2,973,696.28                           | Contract Time with Approved Change<br>September 5, 2014 (Interim Completion V) |
| Recommended<br>By: Mike Edwards, City of Inver Grove Heights                               | Approved<br>By: S.M. Hentges and Sons, Inc..                                   |

Approved By:

Approved By:

Date of Council Action:

\_\_\_\_\_  
Thomas J. Kaldunski, City Engineer

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

\_\_\_\_\_  
August 11, 2014

## ATTACHMENT TO CHANGE ORDER NO. 4

### CITY PROJECT NO. 2014-09D AND 2014-06 COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVE PARTIAL STREET RECONSTRUCTION, AND BLAINE AVENUE RETAINING WALL REPLACEMENT

#### Description of Changes:

##### Additional Watermain Work on Blaine Avenue (CP 2014-06)

This work was needed as a result of the discovery that the water service to Grace Church located at 7950 Blaine Avenue was connected to the watermain along the east side of Blaine Avenue behind the proposed retaining wall. As part of the retaining wall work, this watermain was proposed to be removed and/or abandoned to allow construction of the new retaining wall. The Contractor attempted to connect the Grace Church water service to the existing watermain directly under Blaine Avenue, but that main was found to have been abandoned during a previous project. The water service was then restored to the church from the original location until further notice. Additional traffic control, excavation, watermain materials, and bituminous patching were required to perform this work. This work was done as time-and-materials work with an agreed price of \$19,170.06.

Total cost to perform the additional watermain work = \$19,170.06

##### Construction of New Watermain under Blaine Avenue (CP 2014-06)

Following discovery of the abandoned watermain along Blaine Avenue, multiple options were discussed to maintain the watermain looping via Blaine Avenue while also minimizing risk to the new proposed retaining wall along the east side of Blaine Avenue. Leaving the existing watermain behind the new retaining wall would have required the wall foundations to be within 2 feet of the watermain. This presents future maintenance concerns for the watermain and stability concerns for the wall if a watermain break ever occurred. In addition, leaving the watermain in place would have required the Grace Church water service to be constructed through the wall foundation which presents additional risks for future issues. The construction of a new watermain under Blaine Avenue would alleviate these risks as there would be adequate separation between the wall and the proposed watermain.

This change order includes the work to construct a new watermain under Blaine Avenue from 80<sup>th</sup> Street to Blanchard Way. The work includes sawcutting and removing the existing pavement from the northbound lane of Blaine Avenue, removal of the existing abandoned watermain, construction of a new watermain, restoration of the pavement section, pavement striping, and traffic control. The Contractor proposes to do this work while leaving Blaine Avenue open to traffic. During construction activities during the day, it is likely Blaine Avenue will be reduced to one-lane and the Contractor will use flaggers to control traffic. All excavation holes will be closed up at night and Blaine Avenue will be open to traffic in both directions.

Total cost to construct a new watermain line along Blaine Avenue = \$134,324.52

**Total Cost of Change Order No. 4 = \$153,494.58**

4F

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider a Resolution Receiving the Petition and Ordering the Preparation of a Feasibility Report for City Project No. 2015-03 - 47th Street and Neighborhood Street Reconstruction**

Meeting Date: August 11, 2014  
Item Type: Consent  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director *SDT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution receiving the petition and ordering the preparation of a feasibility report for City Project No. 2015-03 - 47th Street and Neighborhood Street Reconstruction.

**SUMMARY**

This project in response to a petition received from residents along 47th Street, Bower Path, Bower Circle, Boyd Avenue (see attached petition and area map). They have been in contact with the Engineering Division to express interest in the project. A review of the project area indicates that many property owners adjoining in this neighborhood have signed the petition. Forty three (43) property owners are in support of the street improvements. The staff-proposed project area includes a few streets that were not included in the addresses of the petitioners. Including these streets would make it a Council initiated project (4/5s vote to order versus 3/5s for a valid petition). The City has also had past discussion with other residents and Bethesda Evangelical Lutheran Church.

The streets to be studied include: Bower Court, Bower Path, 46th Street, 46th Court, 47th Street from South St. Paul to Blaine, 49th from Brent Avenue to South St. Paul, Brent Avenue, and Bryce Avenue.

The feasibility study will present the recommended construction method, the estimated cost and a preliminary assessment roll. The study will be prepared by an engineering consultant. I recommend passage of the resolution accepting the petition and ordering the feasibility report.

TJK/kf  
Attachments: Resolution  
Petition  
Map

**DAKOTA COUNTY  
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ORDERING PREPARATION OF A FEASIBILITY REPORT FOR THE 2015  
PAVEMENT MANAGEMENT PROGRAM, AS PETITIONED TO THE CITY OR INITIATED BY  
THE CITY COUNCIL FOR CITY PROJECT NO. 2015-03 – 47TH STREET AND  
NEIGHBORHOOD STREET RECONSTRUCTION**

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

**WHEREBY**, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.111 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

| <u>Project No.</u> | <u>Improvements</u>                                |
|--------------------|--|
| 2015-03            | 47th Street and Neighborhood Street Reconstruction |

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

1. The petition is received.
2. That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.

Adopted this 11th day of August 2014 by the City Council of Inver Grove Heights, MN

AYES:

NAYS:

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

ATTEST:

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

Scanned ✓

Steven and Diane King  
and the residents of  
47<sup>th</sup> Street, Bower Path,  
Bower Circle and Boyd Ave.

July 21, 2014

Tom Kaldunski

We live on the north side of 494 on the edge of South St. Paul. I think you forget about us up here.

The streets in our neighborhood are in terrible condition. Barry Underdahl said and I agree they can't be patched effectively because there is nothing substantial to hold on to.

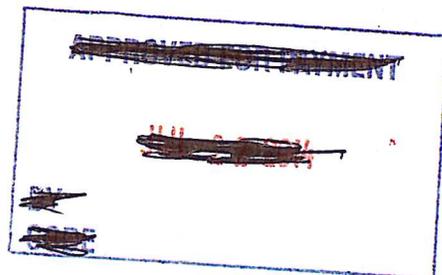
The street department has done a good job of trying to keep the road swept but we still get tons of blacktop and rocks in our yards from snowplowing. It is very difficult to push a stroller because the the street is so rough.

Several of us went door to door. There are 54 homes on 47<sup>th</sup> Street, Bower Path, Bower Circle and one block of Boyd Ave.

44 of them signed a petition asking that our street be replaced. 5 people never answered the door, 2 homes are vacant, and 3 people declined to sign the petition. That is an overwhelming majority of homes that want something done.

Enclosed is the 4 pages of signatures who are asking for your help.

Steven King  
mntwinsfan@yahoo.com



The streets in our neighborhood are in terrible condition. We are petitioning to get our streets redone soon, as they are deteriorating and can't be patched effectively.

This following is taken from an email from Barry Underdahl, the street maintenance supervisor.

*I have a map which outlines the current plan through 2019 and the Sidel's Lake area is not listed. The plan is not set in stone and often is changed after an annual evaluation of pavement condition and available budget.*

*The deteriorating asphalt surface is difficult to deal with since the asphalt patching material doesn't have anything substantial to hold on to. In the mean time the street department will do what we can to patch the holes and try to hold it together until it comes up on the plan for overlay or reconstruction. The surface unraveling doesn't allow the patches to hold very well due to the deterioration of the pavement since it is long past its useful life. We will do the best we can periodically but the thinner areas we can't really patch with any success.*

| Name                         | Address                | Signature               |
|------------------------------|------------------------|-------------------------|
| <u>Mark/Danet McCoy</u>      | <u>4688 Bower Path</u> | <u>Mark McCoy</u>       |
| <u>LOUIE/SHERYL SELIGA</u>   | <u>4676 BOWER PATH</u> | <u>Yvonne Seliga</u>    |
| <u>Jim/Carol Smith</u>       | <u>4666 Bower Path</u> | <u>Jim Smith</u>        |
| <u>Max/Susan Sooper</u>      | <u>4658 Bower Path</u> | <u>Max Sooper</u>       |
| <u>Jacquelyn/Helmer</u>      | <u>4637 Bower Path</u> | <u>Jacquelyn/Helmer</u> |
| <u>DAN/RUTH GOHL</u>         | <u>4626 Bower Path</u> | <u>Ruth Gohl</u>        |
| <u>Kathleen Yonker</u>       | <u>4600 Boyd Av.</u>   | <u>Kathleen Yonker</u>  |
| <u>Dave &amp; Ann Siegel</u> | <u>4612 Bower Path</u> | <u>Dave Siegel</u>      |

Name

Address

Signature

STEVE SPRINGER

4700 BRYCE AV

Steve

Sally Elton

2773 47th St. E.

Sally Elton

Antoinette Brouten

2755 - 47th St E

Antoinette Brouten

CHARLOS TIED

2675 BOWER COURT

CLC

Shelley Allen

2646 Bower Ct

Shelley Allen

Tim Rascher

2655 Bower Court East

Tim Rascher

Dorothy Strub

2625 BOWER CR

DOROTHY STRUB

Lanese Swartzberg

2626 Bower Ct

Lanese Swartzberg

Doug Willett

2685 Bower Court

Doug Willett

CHERYL ODEGARD

4685 Bower Court

Cheryl Odegard

Jim Frank

2741 47th St. East

Jim Frank

Bea Pottle

2989 47th St East

Bea Pottle

Susanna Jim Pearson

2660 47th St. E

Susanna A Pearson

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name

Address

Signature

|                                 |                         |                         |
|---------------------------------|-------------------------|-------------------------|
| <u>Tomihari Lorkanki</u>        | <u>4609 Bower Path</u>  | <u>Lain Lorkanki</u>    |
| <u>Aaron &amp; Kira Volkart</u> | <u>4605 Bower Path</u>  | <u>Aaron Volkart</u>    |
| <u>Linda Weimer</u>             | <u>4609 Bower Path</u>  | <u>Linda Weimer</u>     |
| <u>John Frankson</u>            | <u>4615 Bower Path</u>  | <u>John Frankson</u>    |
| <u>Jen &amp; Scott Roach</u>    | <u>4619 Bower Path</u>  | <u>Jen Roach</u>        |
| <u>Sue Zschokke</u>             | <u>4625 Bower Path</u>  | <u>Sue Zschokke</u>     |
| <u>Doug Fuchs</u>               | <u>4639 Bower Path</u>  | <u>Doug Fuchs</u>       |
| <u>JEANETTE MURPHY</u>          | <u>4645 Bower Path</u>  | <u>Jeanette Murphy</u>  |
| <u>Dawn VanWambeke</u>          | <u>4648 Bower Path</u>  | <u>Dawn VanWambeke</u>  |
| <u>Toad Van Wambeke</u>         | <u>4648 Bower Path</u>  | <u>Toad Van Wambeke</u> |
| <u>F.J. Pavlik</u>              | <u>4653 Bower Path</u>  | <u>Frank J. Pavlik</u>  |
| <u>DICK ZELEN</u>               | <u>4675 Bower Path</u>  | <u>Dick Zelen</u>       |
| <u>John Granias</u>             | <u>4674 Bower Path</u>  | <u>John Granias</u>     |
| <u>PATRICK LUNDY</u>            | <u>2621 BOWER CT. E</u> | <u>Patrick Lundy</u>    |
| <u>Jon Becht</u>                | <u>2955 47th St. E.</u> | <u>Jon Becht</u>        |
|                                 |                         |                         |

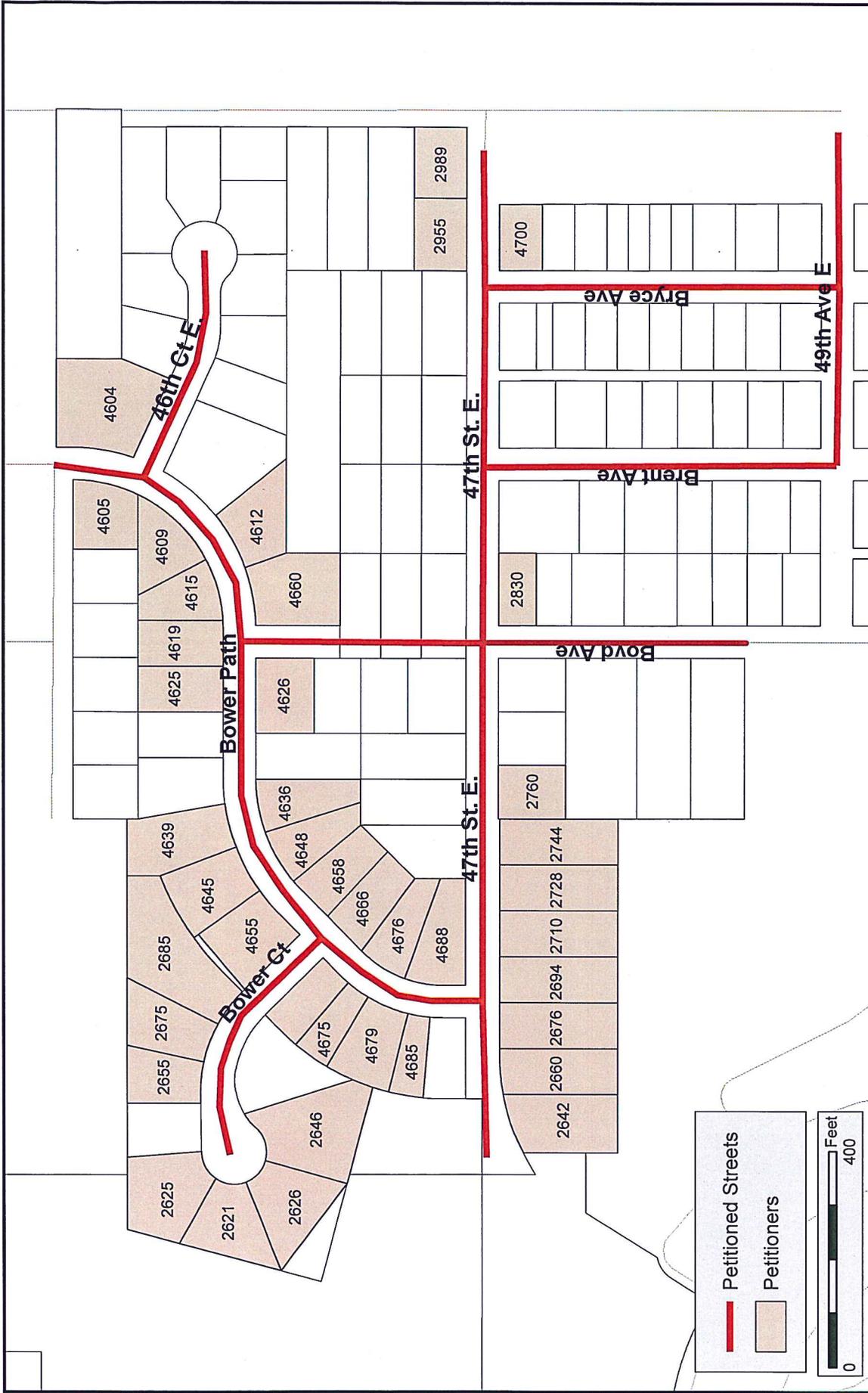
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| Name                  | Address                 | Signature             |
|-----------------------|-------------------------|-----------------------|
| <u>STEVEN KING</u>    | <u>2684 47th</u>        | <u>Steven King</u>    |
| <u>Patricia Gill</u>  | <u>2642 47th St E</u>   | <u>Patricia Gill</u>  |
| <u>Dawn Wilson</u>    | <u>2676 47th St E</u>   | <u>Dawn Wilson</u>    |
| <u>Debra Nass</u>     | <u>2710 47th St E</u>   | <u>Debra Nass</u>     |
| <u>Todd Rohrer</u>    | <u>2724 47 St E</u>     | <u>Todd Rohrer</u>    |
| <u>KEITH GOSSEN</u>   | <u>2744 47th East</u>   | <u>Keith Gossen</u>   |
| <u>IVAN STACHURA</u>  | <u>2760 47th St. E.</u> | <u>Ivan Stachura</u>  |
| <u>Brenda Shanley</u> | <u>2830 47th St. E</u>  | <u>Brenda Shanley</u> |



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

**8/7/14**

# Petitioned City Project 2015-03

## 47th Street and Neighborhood

City of Inver Grove Heights, MN

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Execution of Improvement Agreement and other Project related Documents for the Land Alteration Permit (LAP) No. C-094-14 for Luther Company Limited Partnership at 1470 50th Street East**

Meeting Date: August 11, 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

*ST*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve Execution of Improvement Agreement and other Project related Documents for the LAP Permit No. C-094-14 for Luther Company Limited Partnership at 1470 50th Street East.

**SUMMARY**

The Council approved a land alteration permit (LAP) for grading and excavating of approximately 55,000 cubic yards of material on a 8.57 acre parcel I.D. No. 20-02910-54-050 with conditions on April 28, 2014. The un-platted parcel is a commercially zoned property located on the west side of 50<sup>th</sup> Street and is adjacent to and north of the TH 110 and I-494 right-of-way. The site address is 1470 Highway 110 and the parcel is owned by The Luther Company Limited Partnership of 3701 Alabama Ave. S., Saint Louis Park, MN 55416.

The owner has a future building and parking lot expansion project they anticipate submitting as a condition use permit (CUP) for development. The owner is requesting a LAP prior to the CUP submittal to build the project in phases:

- Phase 1: LAP for north parking lot reconstruction and paving, future building site mass-hauling and grading, retaining wall construction, and installation of necessary storm facility improvements
- Phase 2: CUP for new development plan and building for the site
- Phase 3: Demolishing of existing building and construct additional parking, remainder of storm facilities, fine grading, final paving and landscaping

The documents being presented for Council approval are:

1. Improvement Agreement
2. Storm Water Facilities Maintenance Agreement (SWFMA)
3. Drainage Access Easement Agreement

It is recommended that the City Council authorize execution of the documents.

TJK/kf

Attachments: Improvement Agreement  
 SWFMA  
 Drainage and Access Easement

**IMPROVEMENT AGREEMENT  
FOR PROPERTY LOCATED AT  
1470 – 50<sup>TH</sup> STREET EAST  
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS  
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED  
AT 1470 – 50<sup>TH</sup> STREET EAST, INVER GROVE HEIGHTS, MN**

**THIS IMPROVEMENT AGREEMENT** (Agreement) is made and entered into on the 11<sup>th</sup> day of August, 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**, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping.

**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 an irrevocable letter of credit, or cash deposit, 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 Developer.** "Developer" means The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council

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

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

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

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

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

**1.15 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.

**1.16 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.

**1.17 Force Majeure.** "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections,

war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

**1.18 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 thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

- 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.** The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, owns fee title to the Subject Property.

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

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

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

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

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

**IF TO DEVELOPER:** The Luther Company, LLLP  
c/o Motors Management Corporation  
Attention: Director of Real Estate  
3701 Alabama Avenue S.  
St. Louis Park, MN 55416

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

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

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

**ARTICLE 3**  
**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 public 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 Grading/Drainage Plan.** The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that 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 11.

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

**3.5 Erosion Control.** The Developer 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 Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. 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 11 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 1.18(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 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement. 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 11.

**6.6 Engineering Submittals Required.** One (1) copy of the detailed record plan "as built" drawings (in AUTOCAD format) 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 grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. As built storm water facilities, including the underground facilities.
3. 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.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because building permits or Certificate of Occupancy were issued prior to the completion and acceptance 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 irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) 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. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**11.2 No Additional Waiver Implied By One Waiver.** In the event any agreement contained in this Improvement Agreement is breached by 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 an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount 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 letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** 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 irrevocable letter of credit or cash deposit 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 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 1.18(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. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer 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 or 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.

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

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

**CITY OF INVER GROVE HEIGHTS**

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

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

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this 11<sup>th</sup> day of August, 2014, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

**EXHIBIT B**  
**LIST OF DEVELOPMENT PLANS**

| <b><u>PLAN</u></b>  | <b><u>DATE OF PLAN<br/>PREPARATION</u></b> | <b><u>PREPARED<br/>BY</u></b>       |
|---|--|-------------------------------------|
| 1.) Title Sheet<br>(C-001)  | 7-18-14                                    | Landform Professional Services, LLC |
| 2.) Existing Conditions<br>And Demolition<br>(C-101)              | 7-18-14                                    | Landform Professional Services, LLC |
| 3.) Grading, Drainage<br>Paving and Erosion<br>Control<br>(C-301) | 7-18-14                                    | Landform Professional Services, LLC |
| 4.) Supp Notes<br>(C-302)   | 7-18-14                                    | Landform Professional Services, LLC |
| 5.) Utilities<br>(C-401)  | 7-18-14                                    | Landform Professional Services, LLC |
| 6.) Civil Construction<br>Details<br>(C-701 & C-702)              | 7-18-14                                    | Landform Professional Services, LLC |
| 7.) Tree Inventory<br>(L-101)                                     | 7-18-14                                    | Landform Professional Services, LLC |

The above-listed Development Plans were approved by the City Engineer on August 6, 2014.

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

1. Memo from the City Engineer dated June 20, 2011, containing the engineering staff review comments;
2. Letter from Barr Engineering dated July 12, 2011;
3. Engineering review letter dated March 20, 2014;

4. Memo from the City Engineer dated April 24, 2014 containing the engineering staff review comments;

collectively the “Engineering Memos”.

The Engineering Memos are on file with the City.

The Development Plans also include modifications by the Developer to 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 the Developer Improvements.

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

| <b><u>CHECKED</u></b> | <b><u>COMPLETION DATE</u></b> | <b><u>IMPROVEMENT</u></b>   |
|-----------------------|-------------------------------|---|
| X                     | 12-15-14                      | general site grading, drainage and erosion control  |
| X                     | 12-15-14                      | soil importation and compaction   |
| X                     | 12-15-14                      | soil stabilization  |
| X                     | 12-15-14                      | stormwater facilities<br>(including water quality treatment basin and subsurface stormwater infiltration basin) |
| X                     | 12-15-14                      | retaining wall<br>(including six foot fence and guardrail on top of retaining wall)                             |
| X                     | 12-15-14                      | construction debris clean-up  |
| X                     | 12-15-14                      | certified as-builts   |

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

**EXHIBIT D**

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A RETAINING WALL BUILDING PERMIT AND LAND ALTERATION PERMIT AND BEFORE CONSTRUCTION BEGINS FOR THE SUBJECT PROPERTY.** Before the City issues a retaining wall building permit and a land alteration permit and before construction begins for the Subject Property, all of the following conditions must be satisfied:
  - a.) Developer must execute this Improvement Agreement.
  - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement pursuant to the terms of paragraph 12.1 of this 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.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and 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 is responsible for all costs associated with obtaining the retaining wall building permit from the City.
  - f.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
  - g.) Developer must execute a Permanent Drainage and Access Easement Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
  - h.) Developer must obtain an amended drainage permit from Mn/DOT.
  
- 2.) **CONDITIONS TO BE SATISFIED NO LATER THAN DECEMBER 15, 2014.** On or before December 15, 2014, all of the following conditions must be satisfied (however, the City Engineer and/or Director of Public Works reserves the right to extend the completion date at the request of the Developer, if needed):

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
  - b.) All grading, drainage and erosion control must be completed.
  - c.) All soil importation and compaction must be completed.
  - d.) All soil stabilization must be completed to a level reasonably approved by the City Engineer. The soil area on top of the retaining wall shall be stabilized to a level reasonably acceptable to the City Engineer in accordance with the requirements of the Land Alteration Permit issued to the Developer.
  - e.) All storm water facilities, including the water quality treatment basin and subsurface stormwater infiltration basin must be installed and functional to a level reasonably approved by the City Engineer.
  - f.) The retaining wall must be constructed (including the fence and guard rail on top of the retaining wall).
  - g.) Developer has met all of the conditions imposed by Mn/DOT with regard to the amended drainage permit issued by Mn/DOT.
  - h.) Developer must provide the City Engineer with certified as-builts.
- 2.) **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 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. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.
- 3.) **HAUL ROUTES.** A haul route map and construction traffic control plan must be approved by the City Engineer. Developer and its contractors shall follow the haul routes as approved by the City Engineer; Developer is responsible for monitoring its contractors to make sure that the contractors comply with this paragraph. City shall video the before and after condition of the roads contained within the haul routes. Developer is responsible for any damage to the roads contained within the haul routes that is substantially caused by Developer's construction of the Developer Improvements. Developer shall repair and restore any damaged portions of the roads to substantially the

same condition that existed prior to Developer beginning construction of the Developer Improvements; the work shall be performed by the date reasonably set by the City. In the event Developer damages a portion of the road and does not repair and restore it, City may repair and restore it and charge Developer for all costs associated therewith. The Developer shall pay such charges within 30 days of invoice from the City.

- 4.) **RELOCATION OF EXISTING FIRE HYDRANT.** Developer, at its expense, will make arrangements with the City to relocate the fire hydrant that currently is located near the southeast corner of the Subject Property.

**EXHIBIT E**  
**ESCROW CALCULATION**

**DEVELOPER IMPROVEMENTS**

|     |   |                                      |
|-----|---|--------------------------------------|
| 1.) | Grading, Drainage, Erosion                        | \$727,000                            |
| 2.) | Soil Importation, Compaction<br>and Stabalization | included in item 1 above             |
| 3.) | Stormwater Facilities                             | included in item 1 above             |
| 4.) | Retaining Wall                                    | \$1,033,644                          |
| 5.) | Construction Debris Clean-up                      | \$3,200                              |
| 6.) | Certified As-builts                               | \$4,000                              |
|     | <b>SUBTOTAL:</b>                                  | <b>\$1,767,844</b>                   |
|     | <b><u>MULTIPLIED BY:</u></b>                      | <b>x 1.25</b>                        |
|     | <b>EQUALS</b>                                     | <b>\$2,209,805 (say \$2,210,000)</b> |
|     | <b>Escrow Amount</b>                              | <b>\$2,210,000</b>                   |

**EXHIBIT E**  
**ESCROW CALCULATION**  
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$20,000 in cash with the City (hereafter "Engineering Escrow Amount") ontemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks. The Engineering Escrow Amount will also be used to pay Barr Engineering to update the City's Hydraulic Model for the area.

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 previously charged the Developer.

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 grading, drainage and erosion control, tree preservation and landscaping 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.) all of the lawn or vegetative cover has been established, to the sole satisfaction of the City; and
- b.) the Developer has complied with paragraph 3 of Exhibit D.

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 \$20,000 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  
STORMWATER FACILITIES LOCATED ON PROPERTY AT 1470 – 50<sup>TH</sup> STREET  
EAST IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON PROPERTY AT 1470 – 50<sup>TH</sup> STREET EAST (Agreement) is made, entered into and effective this 11<sup>th</sup> day of August, 2014, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and The Luther Company, LLLP, a Minnesota limited liability partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, (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 The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, 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 water quality treatment basin, subsurface storm water infiltration basin, storm water pipes, ponds, drainage areas, conduits, culverts, ditches, catch basins, storm water treatment system, or approved equal, storm water quality structures or storm water collection appurtenances lying within the Landowner Property.

Storm Water Facilities do not include the existing pond generally referred to as the Mn/DOT pond identified as DNR Public Water #19-98W.

**1.5 Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Grading, Drainage, Paving and Erosion Control Plan prepared by Landform Professional Services, LLC dated July 18, 2014 and approved by the City Engineer on August 6, 2014; and any amendments approved by the City. The Storm Water Facility Plan is on file with the City.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

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

**1.9 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 Construction of Storm Water Facilities.** Responsible Owner agrees that prior to December 15, 2014 (or by an extended completion date approved by the City Engineer or Director of Public Works), the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

**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 without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Landowner Property. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and 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.
- c. 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 that the City maintains, as those standards are from time to time amended.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
  - i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
  - ii.) With respect to the subsurface storm water infiltration basin, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
    - Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the subsurface basin; or
    - Any unusual pipe deflection in excess of more than 7% from the design shape; or
    - Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
    - 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.
  - ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations &

Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The final Operations & Maintenance Plan shall contain the following information:
  - Detailed inspection requirements;
  - Inspection and maintenance schedules;
  - Contact information for the Responsible Owner;
  - As built plans of the Stormwater Facilities;
  - A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
  - The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
  - The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.
  - The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
  - A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and

- The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

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

**3.4 Notice of Non-Compliance with Section 3.2; 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 DWP, 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 3.2.

**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.

**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**  
**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**  
**ACCESS BY CITY TO STORM WATER FACILITIES**

**5.1 Access.** 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.

**ARTICLE 6**  
**MISCELLANEOUS**

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

**6.2 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

**If to Landowner:** The Luther Company, LLLP  
c/o Motors Management Corporation  
Attention Director of Real Estate  
3701 Alabama Avenue S.  
St. Louis Park, MN 55416

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.

**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 City Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA     )

On this 11<sup>th</sup> day of August, 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  
THE LUTHER COMPANY, LLLP  
F/K/A THE LUTHER COMPANY LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
C. David Luther  
Its: General Partner

STATE OF MINNESOTA    )  
  )  
COUNTY OF \_\_\_\_\_  )        ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared C. David Luther, to me personally known, who being by me duly sworn, did say that he is the General Partner of The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, and that said instrument was signed on behalf of The Luther Company, LLLP, by C. David Luther and C. David Luther acknowledged said instrument to be the free act and deed of the limited liability limited partnership.

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

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LANDOWNER PROPERTY**

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

The Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

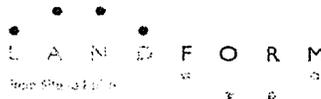
**EXHIBIT B**  
**FINAL OPERATIONS & MAINTENANCE PLAN**

**Motors Management Corp.**

**LUTHER NISSAN KIA**  
**Inver Grove Heights, Minnesota**

**STORMWATER BMP**  
**MAINTENANCE PLAN**  
**& CHECKLIST**

**May 30, 2014**



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## Stormwater BMP Maintenance Plan

---

Luther Nissan Kia  
1470 E. 50<sup>th</sup> St., Inver Grove Heights, Minnesota

### Introduction

Luther Nissan Kia of Inver Grove Heights plans to demolish their existing sales and maintenance facility and construct a new building, parking lot and associated utilities. As part of this reconstruction a number of storm sewer catch basins, sump manholes and an underground infiltration/detention system will be constructed. This maintenance plan outlines procedures and provides a schedule to ensure optimal operation of the private stormwater collection and treatment system.

### Collection Devices

The stormwater collection system comprises 19 regular catch basins and manholes. Each catch basin has an inlet grate, a curb box (if adjacent to curb and gutter), a basin below grade, and one or more pipe connections. These structures are as follows: MH 99, CB 100, MH 110, MH 102, MH 103, MH 104, MH 105, CB 106, CB 107, CB 108, CB 109, CB 110, CB 111, CB 112, CB 113, CB 302, CB 303, CB 401, AND CB 402.

Three structures have sumps (bottom of basin is below the lowest pipe invert) to collect sediment. Of these sump structures, two have SAFL baffles (metal plates punched with holes) centered inside them. Structures with sumps and baffles are: MH 201 and MH 301. The one structure with a sump but no baffle is MH 403.

The roof drains are located on the roof of the building and are routed internally to six roof drain connections. The roof drains are not addressed in this plan.

### Infiltration/Detention System

An underground network of five rows of 6-foot diameter corrugated metal pipe with an associated rock bed provides detention volume of 29,350 c.f., part of which infiltrates into the surrounding soil. This system has two isolation rows with sets of baffles and dead storage to skim floatables and provide additional settling time for sediment in stormwater.

### Stormwater Pond

The stormwater pond on the western side of the parcel takes the discharge water from the developed portion of the site. The pond has a submerged outlet with an outlet control structure (OCS). The outlet from the OCS drains to an existing ditch which is the outlet for MN DNR protected Water #19-98W. A 48" diameter pipe drains the ditch and is the property of, and therefore maintained by, MNDOT.

### Schedule of Inspections and Maintenance

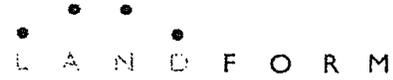
All structures shall be inspected twice annually as listed below. The checklist at the end of this document can be copied and used for the field inspection.

- Catch basins and manholes                      twice annually, spring and autumn



**EXHIBIT C**  
**ANNUAL INSPECTION FORM**

**STORMWATER BMP  
O & M CHECKLIST**

  
 From Site to Finish  
 105 South Fifth Avenue Tel: 612-252-9070  
 Suite 513 Fax: 612-252-9077  
 Minneapolis, MN 55401 www.landform.net

**PROJECT NAME** Luther Nissan Kia of Inver Grove Heights  
**PROJECT NUMBER** \_\_\_\_\_  
**DATE/TIME** \_\_\_\_\_  
**INSPECTOR** \_\_\_\_\_

**STORM SEWER SYSTEM**

| Maintenance Item  | OK?   | Comments |
|---|-------|----------|
| <b>Catch Basins &amp; Manholes</b>                      |       |          |
| 1. Inlets clear   | Y / N |          |
| 2. Castings in good condition                           | Y / N |          |
| 3. No sediment in bottom of structure                   | Y / N |          |
| 4. No trash in bottom of structure                      | Y / N |          |
| 5. Concrete/Masonry condition                           | Y / N |          |
| a. No cracks or displacements                           | Y / N |          |
| b. No major spalling – minor: <1", major: rebar exposed | Y / N |          |
| c. No joint failures                                    | Y / N |          |
| d. Dog houses good                                      | Y / N |          |
| e. Water tightness good                                 | Y / N |          |
| 6. Sump CB / MH   | Y / N |          |
| a. Sediment depth <50% of storage depth                 | Y / N |          |
| b. No trash visible                                     | Y / N |          |
| 7. Baffle   | Y / N |          |
| a. Good Condition                                       | Y / N |          |
| b. Wall attachment firm                                 | Y / N |          |

| Maintenance Item                            | OK?   | Comments |
|---|-------|----------|
| <b>CMP Infiltration System</b>              |       |          |
| 1. Inlets clear                             | Y / N |          |
| Sediment depth < 0.5 feet in isolation rows | Y / N |          |
| 2. No Trash                                 | Y / N |          |
| Oil depth < 0.5 inches in isolation rows    | Y / N |          |

## STORMWATER PONDS

| Maintenance Item                                       | OK?   | Comments<br>* Note: Refer to Additional Comments and Actions to be Taken at end of this section. |
|--|-------|--|
| <b>Embankment and Emergency Spillway</b>               |       |  |
| 1. Vegetation and ground cover adequate                | Y / N |  |
| 2. No embankment erosion                               | Y / N |  |
| 3. No animal burrows                                   | Y / N |  |
| 4. No unauthorized planting                            | Y / N |  |
| 5. No cracking, bulging, or sliding of embankment      | Y / N |  |
| 6. Drains and overflow inlets clear                    | Y / N |  |
| 7. No seeps/leaks on downstream face                   | Y / N |  |
| 8. Good slope protection                               | Y / N |  |
| 9. Good vertical/horizontal alignment of top of dam    | Y / N |  |
| 10. Emergency spillway clear of obstruction and debris | Y / N |  |
| 11. Other (specify)                                    | Y / N |  |
| <b>Outlet, Riser and Principal Spillway</b>            |       |  |
| <b>List Type of Material</b>                           |       |  |
| 1. List Type of Material Used                          |       |  |
| 2. Outlet pipe inlet clear                             | Y / N |  |
| 3. Orifice clear                                       | Y / N |  |
| 4. Overflow inlet clear                                | Y / N |  |
| 5. Sediment inside riser                               | Y / N |  |
| 6. Weir clear  | Y / N |  |
| 7. Concrete/Masonry condition – riser and pipes        | Y / N |  |
| a. No cracks or displacements                          | Y / N |  |
| b. No spalling – minor: <1", major: rebar exposed      | Y / N |  |
| c. No joint failures                                   | Y / N |  |
| d. Water tightness good                                | Y / N |  |

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| Maintenance Item   | OK?   | Comments<br>* Note: Refer to Additional Comments and Actions to be Taken at end of this section. |
|--|-------|--|
| 8. Outfall pipe condition                                | Y / N |  |
| a. Trash guard good                                      | Y / N |  |
| b. Rip rap good  | Y / N |  |
| c. No bank erosion                                       | Y / N |  |
| d. Other (specify)                                       | Y / N |  |
| <b>Permanent Pool</b>                                    |       |  |
| 1. No undesirable vegetative growth                      | Y / N |  |
| 2. No floating debris                                    | Y / N |  |
| 3. No visible pollution                                  | Y / N |  |
| 4. No shoreline issues                                   | Y / N |  |
| 5. Acceptable sediment volumes:<br><50% of design volume | Y / N |  |
| 6. Other (specify)                                       | Y / N |  |
| <b>Outfalls into Basin</b>                               |       |  |
| 1. Rip Rap good  | Y / N |  |
| 2. No slope erosion                                      | Y / N |  |
| 3. Concrete Pipe / FES / Headwall<br>condition           |       |  |
| a. No cracks or displacements                            | Y / N |  |
| b. No spalling – minor: <1", major:<br>rebar exposed     | Y / N |  |
| c. No joint failures                                     | Y / N |  |
| d. Water tightness good                                  | Y / N |  |
| 4. Other (specify)                                       | Y / N |  |

| Maintenance Item                                    | OK?   | Comments<br>* Note: Refer to Additional Comments and Actions to be Taken at end of this section. |
|---|-------|--|
| <b>Additional Items</b>                             |       |  |
| 1. No encroachment on pond, buffer or easement area | Y / N |  |
| 2. Aesthetics                                       | Y / N |  |
| a. Grass growing                                    | Y / N |  |
| b. No graffiti                                      | Y / N |  |
| c. Other (specify)                                  | Y / N |  |
| 3. Condition of maintenance access route is good    | Y / N |  |

## PERMANENT DRAINAGE AND ACCESS EASEMENT AGREEMENT

**THIS PERMANENT DRAINAGE AND ACCESS EASEMENT AGREEMENT** (“Easement Agreement”) is made, granted and conveyed as of the 11<sup>th</sup> day of August, 2014, by and between The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, 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 easements:

1. 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 identified and described on the attached **Exhibit B** as the Drainage Easement Area (“**Drainage Easement Area**”).

2. A permanent, non-exclusive easement over and across that part of the Landowner’s Property identified and described on the attached **Exhibit B** as the Access Easement Area (“**Access Easement Area**”) for access to and from the Drainage Easement Area (“**Drainage Access Easement**”).

The Drainage Easement Area and the Access Easement Area are herein sometimes collectively called the “**Easement Area**.”

The Drainage Easement and the Drainage Access Easement are herein sometimes collectively called the “**Easement.**”

### **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. No building or structures shall be placed in the Access 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, 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 and depicted on Exhibit A and has good right to grant and convey the permanent Easements 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**

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

ATTEST:

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

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this 11<sup>th</sup> day of August, 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  
THE LUTHER COMPANY, LLLP  
F/K/A THE LUTHER COMPANY LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
C. David Luther  
Its: General Partner

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared C. David Luther, to me personally known, who being by me duly sworn, did say that he is the General Partner of The Luther Company, LLLP, a Minnesota limited liability limited partnership, f/k/a The Luther Company Limited Partnership, a Minnesota limited partnership, and that said instrument was signed on behalf of The Luther Company, LLLP, by C. David Luther and C. David Luther acknowledged said instrument to be the free act and deed of the limited liability limited partnership.

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

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

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

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right-of-Way Plat numbered 19-65 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-02910-54-050

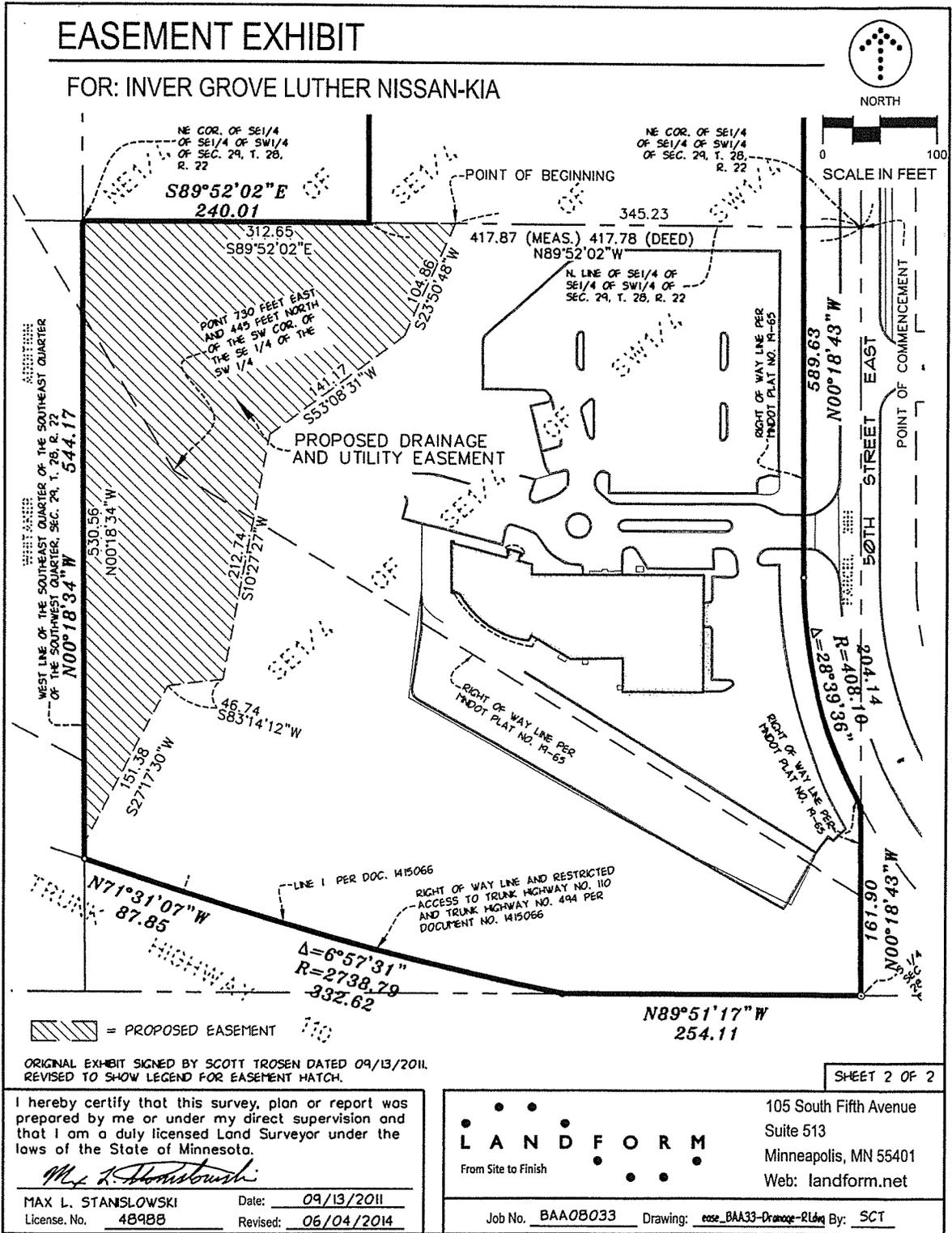
**EXHIBIT B**  
**LEGAL DESCRIPTIONS AND DEPICTIONS OF EASEMENT AREAS**

I. Legal Description of **Drainage Easement Area**:

A DRAINAGE EASEMENT, OVER, UNDER AND ACROSS THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 29, TOWNSHIP 28, RANGE 22, DAKOTA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 345.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23 DEGREES 50 MINUTES 48 SECONDS WEST, A DISTANCE OF 104.86 FEET; THENCE SOUTH 53 DEGREES 08 MINUTES 31 SECONDS WEST, A DISTANCE OF 141.17 FEET; THENCE SOUTH 10 DEGREES 27 MINUTES 27 SECONDS WEST, A DISTANCE OF 212.74 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES 12 SECONDS WEST, A DISTANCE OF 46.74 FEET; THENCE SOUTH 27 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 151.38 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 18 MINUTES 34 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 530.56 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 11 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 312.65 FEET TO THE POINT OF BEGINNING.

I. Depiction of Drainage Easement Area:



II. Legal Description of **Access Easement Area**:

A 10.00 FOOT INGRESS AND EGRESS EASEMENT, OVER AND ACROSS THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 29, TOWNSHIP 28, RANGE 22, DAKOTA COUNTY, MINNESOTA LYING TO THE RIGHT OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 65.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING SOUTH 00 DEGREES 18 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 65.00 FEET TO SAID SOUTHEAST CORNER; THENCE NORTH 89 DEGREES 51 MINUTES 17 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 254.11 FEET; THENCE NORTHWESTERLY 332.64 FEET, ALONG A NON-TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2738.79 FEET, A CENTRAL ANGLE OF 6 DEGREES 57 MINUTES 32 SECONDS, A CHORD OF 332.44 FEET, AND A CHORD BEARING OF NORTH 65 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE NORTH 61 DEGREES 31 MINUTES 14 SECONDS WEST, TANGENT TO SAID CURVE, 85.77 FEET AND SAID LINE THERE TERMINATING.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approval of Land Alteration Permit No. C-095-14 at 10199 Barnes Way**

Meeting Date: August 11, 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
- Other:

**PURPOSE/ACTION REQUESTED**

Consider a request for a land alteration permit (LAP) for grading and excavating of material in the amount of 16,800 cubic yards on parcel I.D. No. 20-14300-010-30 that 6.81 Acre of Lot 3, Block 1, Blair Estates plat located on the north side of Barnes Way west of Barnes Avenue.

**SUMMARY**

The site address is 10199 Barnes Way and is owned by Sheldon and Ursula Sandmann.

In August 2003, an administrative land alteration permit No. A-102-03 was issued for hauling approximately 1000 cubic yards of fill for a garden area located just northwest of the driveway. In fall of 2003, staff certified the fill and the land alteration permit was closed.

An anonymous phone call reported trucks hauling fill along Barnes Way. Staff contacted Mr. Sandmann and found that Palda Construction had been hauling fill onto the property. A cease and desist letter was issued in 2013 by staff and hauling was halted. Mr. Sandmann was slow to address the unauthorized fill and obtain a land alteration permit. On March 24, 2014, the City Attorney issued a letter to Mr. and Mrs. Sandmann notifying him that enforcement actions were eminent without action to obtain a land alteration permit, correct the fill and restore the storm basin storage capacity to the City Engineers approval, and re-establish the disturbed areas. The letters are attached.

Mr. Sandmann has hired a professional engineer and has applied for a permit to correct the site in accordance with City approved plans.

**PRIMARY ISSUES AND ANALYSIS:** The overall grading plan submitted has approximate grading elevations and drainage patterns which are consistent with the terrain of the area. The proposed slopes are gradual and blend into the existing ground. We have noticed the following items to consider:

**Permanent Grading and Drainage:** The proposed grading will restore the storm basins volume to original capacity and leave established 4:1 slopes. Some storm sewer is being added to convey stormwater safely to the bottom of the slope. The site will be graded to the elevations

shown , dressed with salvaged topsoil, and turf established. A permanent grading, drainage plan and erosion control plan is attached.

**Erosion Control and Turf Restoration:** An NPDES general construction permit will be required since the disturbed area is over 1 acre. The site has a temporary and permanent sediment and erosion control plan. Other measures to be considered are spelled out in the conclusions and recommendations.

**Tree Preservation:** The majority of the site was cleared by Xcel Electric on their easement. Some additional tree removal will be necessary. See attached Blair Estates Plat Illustrating a 237.5-foot wide easement across Sandmann's property.

**Wetlands:** The site and lower basin were reviewed and found not to hold a wetland. A wetland report with details is available in the City files.

**Haul Routes and Hours of Operation:** Earthwork will be balanced on site. No additional hauling is permitted. Operations will occur between the permitted hours of 7:00 am to 7:00 pm, Monday through Saturday.

**Compacted fill/environmental:** The contractor indicated the material is clean fill conforming to City and County requirements during the Environmental Commission meeting on July 24, 2014. Several residents attended the Environmental Commission meeting and provided comment.

The Environmental Commission approved the request for a land alteration permit by a 6-0 vote. The Environmental Commission added conditions 13 and 14 to permit.

**CONCLUSIONS AND RECOMMENDATIONS:** Public Works/Engineering recommends approval of the land alteration permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

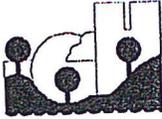
1. This Land Alteration Permit covers all unauthorized material hauled to date.
2. The owner and/or contractor will be re-grading the site in accordance with the approved plan. Long slopes shall be permanently seeded and blanketed in accordance with the approved SWPPP. Any slopes shall be permanently seeded and blanketed within 7-days of completion. Temporary seeding will be necessary for any stoppage in grading operations in excess of 7-days. Sureties will be held until final grades and turf establishment is approved by the City Engineer.
3. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer.
4. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to commencing work under this land alteration permit.
5. Rock construction entrances and street sweeping on an as-needed basis shall be part of the sediment control best management practices for the site. Any additional sweeping required by the City Engineer shall be completed within 24 hours.
6. Dust must be controlled to the satisfaction of the City Engineer.

7. A letter from the contractor or owner is needed certifying the material is clean fill conforming to City and County requirements. The owner or contractor shall note that the existing unauthorized fill is clean and free of contaminants or hazardous materials.
8. A \$1668 Grading and Planning Permit Fee, \$10,000 performance bond, and \$7500 (\$2500 for expenses to date, \$2500 for additional expenses and erosion and sediment control escrow, \$2500 for permanent establishment and as-builts completed escrow) cash escrow have been provided. The cash escrow will be used by the City Engineer for expenses to date, staff time, inspections, consultant fees, and assurance for erosion and sediment control compliance and or maintenance. The cash escrow remaining will be released in it's entirety upon approval of the City Engineer, receipt of approved as-built grading plan, and the site reaching full turf establishment.
9. The as-built grading plan shall be signed by a registered land surveyor or engineer certifying that the grades are as shown on the final submitted grading plan. Surveyed shots verifying the conditions are required to be shown on the as-built plan.
10. Additional requirements may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.
11. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.
12. The grading operation shall be substantially complete with permanent erosion control and seeding in place by October 15, 2014
13. The Engineering Division is to provide adequate inspections during the grading to ensure compliance with the land alteration permit and City regulations.
14. If any unsuitable fill or hazardous material is found, the City will notify the Dakota County Environmental Division to initiate a proper response plan. Testing of unsuitable fill materials may be needed and this expense shall be the responsibility of the applicant.

Attachments: Land Alteration Permit Application No. C-095-14  
Existing and Proposed Grading Plan  
Plat  
Correspondence  
Aerial Photo \

# Exhibit 1:

# Land Alteration Permit Application



**CITY OF INVER GROVE HEIGHTS**  
 8150 Barbara Avenue  
 Inver Grove Heights, MN 55077  
 (612) 450-2500 • (612) 450-2502 (fax)

Permit No: C-095-14  
 Type: Council

**APPLICATION FOR LAND ALTERATION PERMIT**

Date of Application 15 APR 14

**Excavator**

Excavator PALDA & SONS, INC.  
 Contact Person JAY PALDA  
 Address 1462 DAYTON AVENUE ST PAUL MN 55104  
 Telephone 651.644.1604 Fax 651.644.5599

**Land Owner(s)**

Land Owner SHELDON SANDMANN  
 Address 10199 BARNES WAY INVER GROVE HEIGHTS MN 55077  
 Telephone 612.710.6173 Fax \_\_\_\_\_

PID No. 20-

Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_

Land Owner \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_

PID No. 20-

Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_

**Description of Land Being Altered**

General Location of Land Being Altered BEHIND GREENHOUSES NORTH AND WEST

Purpose of Land Alteration GREENHOUSES AND TREES

Value of Work \$ 1 Estimated Start Date SUMMER 2014

Estimated Completion Date TO BE AGREED UPON

Source and Composition of Fill \_\_\_\_\_

Cubic Yards of Fill 8,500 c.y.

Cubic Yards of Excavation/Grading 8,300 c.y.

Total Volume of Land Alteration = 16,800 c.y.

Total Area of Land Altered 1.10 Acres

**A. Plan Checking Fees**

|                                       |   |
|---------------------------------------|---|
| 0 up to 29 Cubic Yards .....          | NO FEE  |
| 30 up to 499 Cubic Yards .....        | \$25.00 plus \$0.25 per Cubic Yard .....\$32.50 - \$150.00      |
| 500 up to 9,999 Cubic Yards .....     | \$150.00 plus \$0.03 per Cubic Yard .....\$165.00 - \$450.00    |
| 10,000 up to 99,999 Cubic Yards ..... | \$950.00 plus \$0.005 per Cubic Yard .....\$1000.00 - \$1450.00 |
| 100,000 Cubic Yards or more .....     | \$1150.00 plus \$0.003 per Cubic Yard .....\$1450.00 and above  |

**B. Grading Permit Fees**

|                                       |   |
|---------------------------------------|---|
| 0 up to 29 Cubic Yards .....          | NO FEE  |
| 30 up to 499 Cubic Yards .....        | \$25.00 plus \$0.25 per Cubic Yard .....\$32.50 - \$150.00      |
| 500 up to 9,999 Cubic Yards .....     | \$150.00 plus \$0.02 per Cubic Yard .....\$160.00 - \$350.00    |
| 10,000 up to 99,999 Cubic Yards ..... | \$550.00 plus \$0.005 per Cubic Yard .....\$550.00 - \$1,000.00 |
| 100,000 Cubic Yards or more .....     | \$800.00 plus \$0.002 per Cubic Yard .....\$1000.00 and above   |

|   |   |                      |                   |                       |                  |                          |                          |                |                     |
|---|---|----------------------|-------------------|-----------------------|------------------|--------------------------|--------------------------|----------------|---------------------|
| <p><b>CITY USE ONLY</b></p><br><br><p>CASH RESNOW \$7500.00</p> | <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">A. Plan Checking Fee</td> <td style="width: 50%; text-align: right;">\$ <u>1034.00</u></td> </tr> <tr> <td>B. Grading Permit Fee</td> <td style="text-align: right;">\$ <u>634.00</u></td> </tr> <tr> <td><b>Total Fee (A + B)</b></td> <td style="text-align: right;"><b>\$ <u>1668.00</u></b></td> </tr> <tr> <td>Amount of Bond</td> <td style="text-align: right;">\$ <u>10,000.00</u></td> </tr> </table> <p style="font-size: small; text-align: center;">(\$5,000 per acre, minimum \$10,000; Must be submitted upon approval of application, if applicable).</p> | A. Plan Checking Fee | \$ <u>1034.00</u> | B. Grading Permit Fee | \$ <u>634.00</u> | <b>Total Fee (A + B)</b> | <b>\$ <u>1668.00</u></b> | Amount of Bond | \$ <u>10,000.00</u> |
| A. Plan Checking Fee  | \$ <u>1034.00</u>   |                      |                   |                       |                  |                          |                          |                |                     |
| B. Grading Permit Fee   | \$ <u>634.00</u>  |                      |                   |                       |                  |                          |                          |                |                     |
| <b>Total Fee (A + B)</b>  | <b>\$ <u>1668.00</u></b>  |                      |                   |                       |                  |                          |                          |                |                     |
| Amount of Bond  | \$ <u>10,000.00</u>   |                      |                   |                       |                  |                          |                          |                |                     |

*Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).*

- Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures.
- Grading plan showing existing and proposed finished contours and elevations.
- Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items.
- Calculations for and approximate quantities of excavation and/or fill required.
- Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation.
- Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed.
- Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code 430: Stormwater Management.
- Conformance with the City of Inver Grove Heights Water Resource Management Plan.
- Soil borings.
- Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance.
- A final use plan, illustrating the ultimate land uses projected for the property.
- Location and surface type of access roads.
- Certification of Comprehensive General Liability Insurance.
- Compaction and/or Soil Density Requirements.
- Other: \_\_\_\_\_

*Stipulations*

1. A plan checking fee of \$ 1034.00 shall be submitted with the Land Alteration application.
2. A grading permit fee of \$ 634.00 shall be submitted upon City approval and before issuance of land alteration permit documents.
3. A ~~\$1500.00~~ <sup>\$7500.00</sup> escrow shall be provided for non-compliance activities that are identified by an inspection. A written notice will be issued if the escrow funds will be used to correct a non-compliant issue.
4. The above fees do not include City expenses for environmental reviews such as: EAWs, AUARs, or EISs. The City reserves the right to collect additional costs if the project requires additional environmental reviews.
5. A surety bond or certified check in the amount of \$ 10,000 (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
6. All land alteration permits issued to a specific location shall be based on the cumulative quantity of earthwork as the final determination of fees. The City reserves the right to adjust fees based on cumulative quantities.
7. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
8. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
9. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
10. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
11. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
12. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
13. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
14. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.

\_\_\_\_\_  
Applicant's Signature

  
\_\_\_\_\_  
Property Owner's Signature

Date \_\_\_\_\_

Date 4/15/2014

Date \_\_\_\_\_

\_\_\_\_\_  
Property Owner's Signature

## Exhibit 2:

# Existing and Proposed Grading Plan & SWPPP



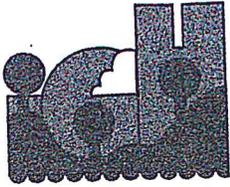


Exhibit 3:  
Blair Estates Plat



# Exhibit 4:

# Correspondence



# City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

September 27, 2013

Sheldon & Ursala Sandmann  
10199 Barnes Way  
Inver Grove Heights, MN 55077

Re: Cease and Desist Order

Dear Mr. and Mrs. Sandmann:

You are hereby ordered by the City of Inver Grove Heights Engineering Department to cease and desist from hauling fill material on your property at 10199 Barnes Way, PID No. 20-14300-01-030. You are currently in violation of Title 9, Chapter 4, Excavation and Fills of the City Code. You have exceeded the allowable limit of 500 cubic yards of fill material.

You must immediately install silt fence around the perimeter of the fill areas within 48 hours of receipt of this notification. You are also required to fill out an application for a land alteration permit (attached). The City of Inver Grove Heights looks forward to working with you on resolving this matter.

Sincerely,

Peter T. Hindman  
Sr. Engineering Technician

PTH/kf

cc: Thomas J. Kaldunski, City Engineer

Z:\PublicWorks\Engineering\PROJECTS\_ADDRESS\BarnesWay\_10199 Illegal Filling Operations\9-27-13 LTR Cease and Desist.docx

8150 Barbara Ave. ▪ Inver Grove Heights, MN 55077-3412  
Telephone: 651-450-2500 ▪ Fax: 651-450-2502

---

LEVANDER,  
GILLEN &  
MILLER, P.A.

---

ATTORNEYS AT LAW

Established in 1929

March 24, 2014

Sheldon Sandman  
Ursula Sandman  
10199 Barnes Way  
Inver Grove Heights, MN 55077

Dear Mr. and Mrs. Sandman:

I am the city attorney for the City of Inver Grove Heights (City). In that capacity, I am writing to you regarding the on-going, unpermitted filling work occurring on the property you own located at 10199 Barnes Way in the City of Inver Grove Heights (Property).

Pursuant to City records, on August 5, 2003, an Application for Land Alteration Permit was submitted for the placement of 1,000 cubic yards of fill on your Property. The stated purpose for the placement of the fill was to create a level area for a garden behind the house on the Property. Following review by City staff, an Excavation and Filling Permit was issued permitting Palda (excavator) to place 1,000 cubic yards of fill on your Property. Following an inspection on October 17, 2003, City staff sent a letter to you dated October 17, 2003, indicating that while the site was generally in compliance with the previously-issued Excavation and Filling Permit, it was strongly recommended that the steep slope be seeded and mulched immediately to alleviate any erosion issue the following spring.

Since 2012, the City has received multiple complaints regarding hauling and filling occurring on your Property. Aerial photography and topographic maps show that the topographic contours of your Property have changed significantly in certain areas, with substantial reductions in many of the contours. Pursuant to City Code Section 9-4-1-1 **Except as provided in sections 9-4-1-2 and 9-4-1-3 of this chapter, it is unlawful for any person to ... fill or raise existing surface grades without first obtaining a permit from the council.** Any person who fails to obtain a permit as required by the City Code is guilty of violating Chapter Title 9, Chapter 4 of the Inver Grove Heights City Code, which is a **misdemeanor offense punishable by ninety days in jail and a \$1,000 fine.** Each day such violation shall continue constitutes a separate offense.

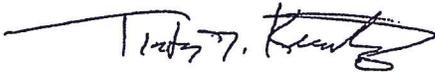
TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
\*STEPHEN H. FOCHLER  
\*JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
\*BRIDGET MCCAULEY NASON  
DAVID B. GATES  
TONA T. DOVE  
  
HAROLD LEVANDER  
1910-1992  
ARTHUR GILLEN  
1919-2005  
ROGER C. MILLER  
1924-2009  
  
\*ALSO ADMITTED IN WISCONSIN  
\*ALSO ADMITTED IN NORTH DAKOTA  
\*ALSO ADMITTED IN MASSACHUSETTS  
\*ALSO ADMITTED IN OKLAHOMA

Sheldon Sandman  
Ursula Sandman  
Page 2  
March 24, 2014

No Application for a Land Alteration permit has been received by the City for this significant fill work, despite the attempts by City staff to work with you to resolve this matter. Additionally, City staff has had several conversations with Jay Palda regarding the need for the completion and submission of an Application for Land Alteration Permit in order to obtain a permit for the fill that has been placed on your Property. However, no such application has been forthcoming. By way of this letter, I am requesting that you contact Tom Kaldunski, City Engineer for the City of Inver Grove Heights, Minnesota, **on or before March 31, 2014**, to discuss the Application for Land Alteration Permit requirements, and that you submit a completed Land Alteration Permit, including all supporting documents required by City staff, **on or before April 11, 2014**. Failure to do so will result in the City taking legal action to ensure compliance with these code provisions.

Please contact me at 651-451-1831 if you have any questions regarding this matter. Thank you.

Very truly yours,



Timothy J. Kuntz  
City Attorney, City of Inver Grove Heights

✓c: Tom Kaldunski, City Engineer

**Exhibit 5:**

**Aerial Photo**

Dakota County, MN



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification. Dakota County assumes no legal responsibility for the information contained in this data.*

Map Scale  
**1 inch = 169 feet**  
7/18/2014

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Request of Drkula's "32" Bowl for Temporary Liquor License Extension for Events in Conjunction with the Inver Grove Heights Days**

---

Meeting Date: August 11, 2014  
Item Type: Consent  
Contact: 651-450-2513  
Prepared by: Melissa Kennedy  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

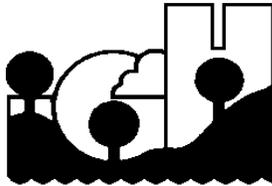
**PURPOSE/ACTION REQUESTED**

Consider request of Drkula's "32" Bowl for the temporary extension of its On-Sale Intoxicating liquor sales area on September 4, 2014 from 5-10 p.m., September 5, 2014 from 6:30 pm - 12:30 a.m. and September 6, 2013 from 12:00 p.m. to 12:30 a.m., for events to be held in conjunction with Inver Grove Heights Days.

**SUMMARY**

Tim Drkula has made a request to sell liquor outdoors during events to be held in conjunction with Inver Grove Heights Days. Sale of liquor and consumption would occur within a confined area and wristbands will be issued to persons 21 and older.

The plans were reviewed by the Fire Marshal and the Police Department. The Fire Marshal had no concerns with the request. A copy of the response from the Police Department is attached, as well as a copy of Mr. Drkula's request.



**CITY OF INVER GROVE HEIGHTS**

**MEMORANDUM**

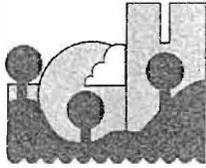
TO: Deputy City Clerk Melissa Kennedy  
FROM: Police Lieutenant Joshua Otis  
SUBJECT: Review of Drkula's Liquor License Extension Application  
DATE: August 6, 2014

---

The Police Department has reviewed Drkula's Bowl liquor license extension application and found Drkula's Bowl has met the requirements for the Police Department. The Police Department has no issue for this request to be presented to the City Council for approval.

Reminder for Drkula's Bowl, on the first day of their events; September 4, 2014, a Police Department representative will do an inspection before the event start time to make sure the plan Drkula's Bowl submitted was followed. If there are issues found they must be corrected before the event starts. If the issues are not corrected, the Police Department will shut the event down until all the issues are corrected. The Police Department will periodically patrol the event as it is occurring to make sure no violations are occurring. If violations are observed during the event, the event may be shut down and/or citations may be issued.

RECEIVED  
JUL 23 2014



# City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

## LIQUOR LICENSE EXTENSION APPLICATION

### Business Information:

Name: Drikala's Bowl  
Address: 6710 Cahill Ave E.  
Business Contact Number: 651-451-1717

### Contact Information:

Name (Last): Drikala (First): Tim  
Address: 7598 63rd St. Cir So  
City: Cottage Grove State: MN Zip Code: 55016  
Contact Number: (Business): 651-451-1717 (Cell): 651-329-0416

### Event Information:

Date(s) of event: Sept. 4-6th, 2014

### Reason for Event:

FGH Days

### Event Affiliation:

Is the event affiliated with organization (corporate, community, nonprofit, etc...)?

Yes  No

If yes, please list those affiliation(s): FGH Days Committee

### Previous Events:

Has the City of Inver Grove Heights approved for this type of event before?

Yes  No

If yes, please provide the date of the previous event:

1. Sept. 2013

By signing this application, I have completed this application document and agree the information provided is accurate to the best of my ability. I also understand that the application can be denied:

[Signature]  
Applicant's Signature

7-23-14  
Date

Drkula's Bowl  
6710 Cahill Ave E.  
Inver Grove Heights., MN  
(651) 451-1717

7-23-14

To Whom It May Concern,

This is a request to temporary extend our liquor license to the parking lot. I am requesting the liquor license to be extended on Thursday Sept. 4<sup>th</sup> from 5:00pm to 10:00pm.

This event is put on by Joe Atkins. He has a private gathering from 5:00 to 7:00 and then open's it to the community from 7:00 to 10pm. From previous years, we are estimating about 75 to 100 people in attendance. He will be hiring a different restaurant to provide the food service.

There will be live music from 7:00 and stopping at 10pm sharp. They will be playing on a smaller sound system than the Friday night and Saturday night's bands play on.

This is an all age's event and the carding process is at the point of sale just like we do inside the bowling center. We also have security staff observing the spectators.

We will be using the tent that is used for IGH Day's. Ultimate Events would professionally set up the tent. The entire tent will be enclosed by 8' metal barricades with required emergency exits. These exist area's will be marked with a lighted exit sign.

We will be serving a combination of beer and non alcoholic beverages. Our security and bar staff will be checking ID's, monitoring the crowd's and watching the tent barricades. The security personnel we hire are current and former security staff at Drkula's or they have experience with event security.

We will also be submitting a copy of the extension of the liquor liability insurance to the parking lot for this event. Any questions or concerns you can contact me at (651) 329-0416.

Yours Truly,



Scale 0.25"=5'

# Drkula's Bowl

Key

Barricade- 8' Bike

Tent

Traffic  
Blocker

Exit

## Tent Layout

Exit

Court 3

No Parking

↑  
25'  
↓

Generator

Stage

### Clearspan Tent

49' x 148'

Reefer Trailer

Court 2

Exit

20'  
emergency  
vehicle  
drive through

5 Exits

Total Sq Ft of Structure & Open  
Space is 9,768

Stage

Thursday Only

Beverage sales  
Tent 10' x 30'

Exit

Court 1

Bathrooms

Table

Table

Table

Table

Table

Table

Table

Table

Traffic  
Blocker

Main

Entrance/Exit

↑  
20'  
↓

No Parking

N



Drkula's Bowl  
6710 Cahill Ave E.  
Inver Grove Heights., MN  
(651) 451-1717

7-22-14

To Whom It May Concern,

This is a request to temporary extend our liquor license to the parking lot for IGH Day's. I am requesting the liquor license to be extended on Friday Sept. ~~6<sup>th</sup>~~<sup>5<sup>th</sup></sup> from 6:30pm to 12:30am & Sat. Sept. ~~7<sup>th</sup>~~<sup>6<sup>th</sup></sup> from 12:00pm to 12:30am.

We are planning to have a professional wrestling event under the tent on Saturday after the parade done by Pro Wrestling America. Our estimated projection for attendance is 175 to 200 people. This is an all age's event and the carding process is at the point of sale just like we do inside the bowling center. We also have security staff observing the spectators.

The band "High And Mighty" would play from 7:30pm to 12:00am on Friday and "Arch Allies" will play on Saturday. Gates will be opening at 6:30 for both nights. There is a half a hour difference between the band and the liquor sales time for a buffer time to clear the audience from the parking lot. This time would help the flow of traffic from the parking lot.

We are projecting about 500 to 600 people on Friday and 700-800 people on Saturday. We hope the IGH community and surrounding areas will come and have a fun and safe time at our cities festival.

This year again we are getting a tent for the street dance. Ultimate Events would professionally set up the tent. With the tent, weather would not be an issue. The entire tent will be enclosed by 8' metal barricades with required emergency exits. These exist area's will be marked with a lighted exit sign.

We will be serving a combination of beer, liquor and non alcoholic beverages. Every customer will be ID checked and wrist banded at the entrance of the tent. Our security will be checking ID's, monitoring the crowd's and watching the tent barricades. The security personnel we hire are current and former security staff at Drkula's or they have experience with event security.

I believe this is our 15<sup>th</sup> year having this event and are proud to be the location that the community can come together enjoy themselves.

I will also be submitting a copy of the extension of the liquor liability insurance to the parking lot for this event once I receive it from the insurance company. Any questions or concerns you can contact me at (651) 329-0416.

Yours Truly,

A handwritten signature in blue ink, appearing to read 'Tim Drkula', with a stylized flourish at the end.

Tim Drkula

Scale 0.25"=5'

# Drkula's Bowl

Key

Barricade- 8' Bike

Tent

Traffic Blocker

IGH Days  
Tent Layout

Exit

Court 3

No Parking

25'

Generator

Stage

## Clearspan Tent

### 49' x 148'

Tables for  
Sound  
Production

5 Exits

Total Sq Ft of Structure & Open  
Space is 9,768

6 - 1.5'x1.5' stand alone  
high top tables on the sides of  
dance area. There will be  
approximately 20 garbage  
containers as well.

Reefer Trailer

Court 2

Exit

20'

emergency  
vehicle  
drive through

Wrestling Ring  
Saturday  
Afternoon  
Only

Beverage sales  
Tent 10' x 30'

Ice  
Storage

Exit

Bathrooms

Court 1

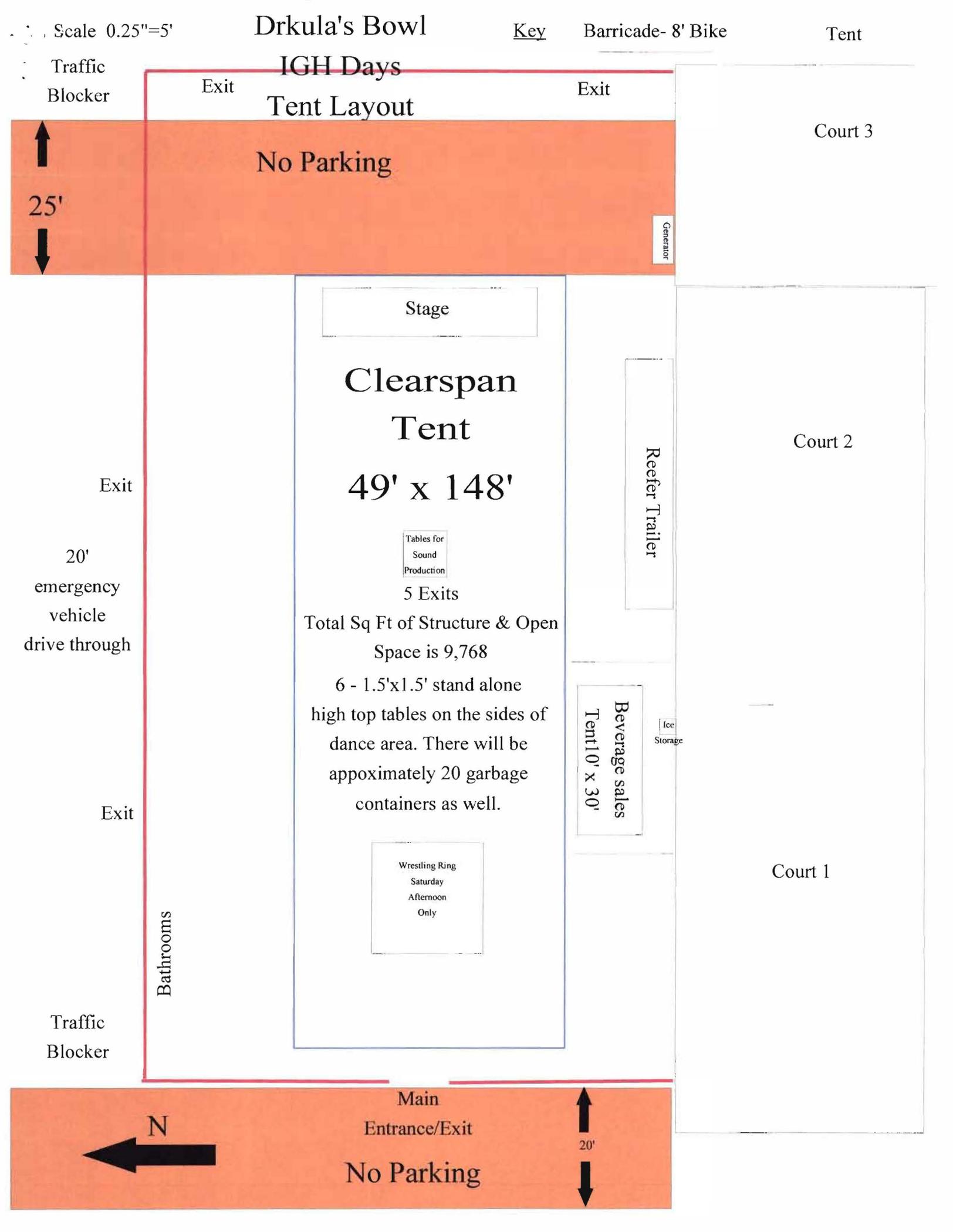
Traffic Blocker

Main  
Entrance/Exit

N

20'

No Parking



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**SCHEDULE SPECIAL MEETINGS**

Meeting Date: August 11, 2014  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Kennedy  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule special City Council meetings on August 15<sup>th</sup>, September 8<sup>th</sup>, and September 15<sup>th</sup>.

**SUMMARY:**

Council is asked to schedule a special meeting on Friday, August 15<sup>th</sup> at 7:30 a.m. to canvass the results of the Primary Election.

At the August 4<sup>th</sup> work session Council also directed staff to proceed with scheduling the following meetings:

- 1) September 8, 2014 at 6:00 pm in the Council Chambers to discuss the 2015 budget.
- 2) September 15, 2014 at 6:00 pm to discuss the Fire Station and the items rescheduled from the September 2<sup>nd</sup> work session agenda.

Just a reminder that the September 2, 2014 work session will be held as scheduled, however the only item on the agenda will be the 2015 budget.

Staff will post notice of the special meetings as required.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**30-DAY SUSPENSION OF FIREFIGHTER**

Meeting Date: August 11, 2014  
Item Type: Personnel  
Contact: Judy Thill, Fire Chief  
Prepared by: Judy Thill  
Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Confirm suspension of Firefighter Daniel Bernardy Jr. for failing to meet minimum call percentages for two quarters in a 24 month period.

**SUMMARY** According to Fire Department Policy #5 Call Requirements, all firefighters must maintain a minimum call percentage of 15% and minimum drill percentage of 67% in each calendar quarter. Any Firefighter failing to meet either of these requirements for a second time in a 24 month period shall have a suspension letter placed in his/her file and shall be suspended for 30 days. City Code, Section 315.03, "The Fire Chief shall report each suspension of a member of the Fire Department as soon as possible to the City Administrator for transmission to the City Council for its confirmation or denial at the first regular meeting occurring more than ten days after such suspension."

It is recommended that Daniel Bernardy Jr. be suspended for 30 days from August 12, 2014 to September 10, 2014 for failing to meet minimum call/drill percentage for a second quarter in a 24 month period.

Staff recommends City Council confirm this suspension according to Fire Department policy, and City Code.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PERSONNEL ACTIONS**

Meeting Date: August 11, 2014  
Item Type: Consent  
Contact: Joe Lynch, City Administrator  
Prepared by: Amy Jannetto, H.R. Coordinator  
Reviewed by: n/a

**Fiscal/FTE Impact:**

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

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

Please confirm the seasonal/temporary employment of: Golf – Mason Taylor, Jayson Gouette, Kids Rock- Joshua Fischer.

Please confirm the seasonal/temporary termination of employment of: Fitness – Roz Prickel.

Please confirm the separation of employment of: Dejanira Arreola, Firefighter.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**GATEWAY CHRISTIAN CHURCH - Case No. 14-28C**

Meeting Date: August 11, 2014  
Item Type: Regular  
Contact: HB Heather Botten 651.450.2569  
Prepared by: HB Heather Botten, Associate Planner  
Reviewed by:

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Consider a resolution relating to a Conditional Use Permit to allow a church to be located in a B-3 General Business district in an existing building at 5300 Robert Trail, Ste. 200

- Requires a 4/5<sup>th</sup>'s vote.
- 60-day deadline: September 6, 2014 (first 60 days)

**SUMMARY**

The applicant is proposing to utilize about 6,300 square feet of the existing building for Gateway Christian Church. Church's are a Permitted use in the P district and Conditional Use in the B-3 district.

Access to the site is not changing and there are no changes to the existing parking or exterior of the building. The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, compatibility with surrounding properties, environmental impacts, and public health and safety impacts. No additional impervious surface would be added to the property. The Engineering Division has reviewed the plans and has no issues with the proposed request.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit to allow a Church to be operated out of an existing building located in the B-3, General Business district.

Planning Commission: Recommended **approval** of the request at their August 6, 2014 meeting with the conditions listed in the attached resolution (9-0).

\*Because of the short time between the Planning Commission meeting and the City Council meeting minutes are not available for review at this time

Attachments: CUP Resolution  
Planning Staff Report

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

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

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A CHURCH TO  
BE OPERATED OUT OF AN EXISTING BUILDING LOCATED IN THE B-3 GENERAL  
BUSINESS DISTRICT**

Gateway Christian Church  
Case No. 14-28C

**WHEREAS**, the request is for the property located at 5300 S. Robert Trail Suite 200 and legally described as:

SEE EXHIBIT A

**WHEREAS**, the aforescribed property is zoned B-3, General Business;

**WHEREAS**, a church is listed as a conditional use within the B-3, General Business zoning district;

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

**WHEREAS**, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on August 6, 2014;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit to allow a church to be operated out of an existing building located in a B-3 district is hereby approved subject to the following conditions:

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

2. All signage requires issuance of sign permits complying with the B-3 district standards.

3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

**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 11<sup>th</sup> day of August, 2014.

AYES:  
NAYS:

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

ATTEST:

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

Ordinance No. \_\_\_\_\_

EXHIBIT A  
SHOPPING CENTER LEGAL DESCRIPTION

PARCEL A:

That part of the following described part of the East One Half of the Northwest Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota, lying easterly of the easterly line of Trunk Highway No. 52 and lying easterly and southerly of the easterly and southerly lines of Trunk Highway No. 494 shown as Parcel 29 on the plats designated as Minnesota Department of Transportation Right of Way Plats Number 19-62 and 19-63 on file and of record in the Office of the County Recorder and the Registrar of Titles in and for Dakota County, Minnesota, and as said Plat Number 19-62 has been corrected by Certificate of Correction filed for record with said Registrar of Titles on the 31<sup>st</sup> day of October, 1983, at 9:00 a.m., as Document Number 132438: Commencing at the northwest corner of said Northeast Quarter of the Northwest Quarter; thence South 0 degrees 03 minutes 15 seconds West, assumed bearing, along the west line of the East One Half of said Northwest Quarter a distance of 1621.62 feet more or less to a point on said west line distant 1017.00 feet north of the southwest corner of said Southeast Quarter of the Northwest Quarter and the point of beginning of the parcel to be described; thence South 89 degrees 56 minutes 44 seconds East, parallel with the east-west quarter line of said Section 32, a distance of 528.00 feet; thence North 0 degrees 03 minutes 15 seconds East along the east line of the west 528.00 feet of said Southeast Quarter of the Northwest Quarter a distance of 9.90 feet; thence South 89 degrees 56 minutes 44 seconds East, parallel with said east-west quarter line, a distance of 102.30 feet; thence North 6 degrees 20 minutes 36 seconds West a distance of 345.11 feet along a straight line which intersects the north line of said Northeast Quarter of the Northwest Quarter at a point 450 feet east of the place of commencement; thence North 89 degrees 45 minutes 16 seconds West along a line parallel with and 1264.61 feet south of the north line of said Northeast Quarter of the Northwest Quarter a distance of 591.85 feet to a point on the west line of said East One Half distant 1264.62 feet southerly of said point of commencement; thence South 0 degrees 03 minutes 15 seconds West along the west line of said East One Half a distance of 354.83 feet to the point of beginning.

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

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**REPORT DATE:** July 29, 2014

**CASE NO:** 14-28C

**HEARING DATE:** August 6, 2014

**APPLICANT:** Gateway Christian Church

**PROPERTY OWNER:** D & T Property, Inc.

**REQUEST:** Conditional Use Permit to allow the operation of a Church in the B-3 district

**LOCATION:** 5300 S Robert Trail

**COMPREHENSIVE PLAN:** RC, Regional Commercial

**ZONING:** B-3, General Business

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:**  Heather Botten  
Associate Planner

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**BACKGROUND**

The subject property is commonly known as Salem Square and is 3.76 acres in size. The applicant would like to lease about 6,300 square feet of the existing building for Gateway Christian Church. Church's are a permitted use in the P, Public/Institutional district and conditional uses in the B-3, General Business district.

The building is about 51,684 square feet in size. Pawn America is the primary tenant, Salem Liquor, Park Dental, Comcast and River Heights Chiropractic are other tenants. No new buildings are proposed for the property and there are no changes to the exterior of the building or the parking lot.

The specific request consists of the following:

- A.) A **Conditional Use Permit** to allow a Church to be operated out of an existing building located in a B-3, General Business Zoning District

**EVALUATION OF THE REQUEST**

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

North - I-494

East - Salem Green Apartments, zoned R-3C; guided High Density Residential

West - Hwy 3, I-494, and Sunfish Lake

South - Park Dental, zoned B-3; guided Regional Commercial

SITE PLAN REVIEW

Setbacks. There are no changes or additions proposed to the exterior of the building or parking lot at this time.

Access. Access to the site is not changing.

Lighting. Lighting on the property is not changing.

Parking. The applicant has indicated there is ample parking on site, even during Pawn America’s busy times parking does not appear to be an issue. The mix of users in the building now are not high parking generators. Staff does not believe parking would be an issue with a Church as a tenant.

Landscaping/Screening. The proposed use does not require any additional landscaping on the property.

Signage. All signs for the site, including wall and pylon, require a separate sign permit and shall conform to the sign size requirements of the B-3 zoning district.

Engineering. Engineering has reviewed the plans; no changes or additions are being done to the existing grading on site. No further engineering review is necessary.

Other Departments. All plans shall be subject to the review and approval of the City Fire Marshal and the City Building Official. Any changes to the building will have to be in compliance with building and fire codes.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The site is currently designated in the Comprehensive Plan as RC, Regional Commercial. The use of a church is consistent with the goals and policies of the Comprehensive Plan.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and intent of the specific Zoning Ordinance in which the use is located.*

The applicant’s property is zoned B-3, General Business. A church is a conditional use in the B-3 district; with approval of the CUP, the proposed use would be in compliance with the Zoning Ordinance.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The use proposed would not be materially injurious to existing or planned properties or improvements to the vicinity.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly timely manner.*

There would not be any adverse impacts with the use of a Church on the property relating to City services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

*i. Aesthetics/exterior appearance*

The existing structure would not change.

*ii. Noise/traffic*

The traffic generated from the Church would not generate noises that are inconsistent with commercial zoning. The use would typically be a low traffic generator.

*iii. Fencing, landscaping and buffering*

The site is already developed and no additional buildings are being proposed. Landscaping and screening are not required for this request.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The size and shape of the parcel and building are appropriate for the proposed use. Access to the site is not changing. Fire and building code requirements would be addressed with building permits to occupy the building.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

The use would not have any negative effects on the public health, safety or welfare of the community.

8. *The use does not have an undue adverse impact on the environment, including but not limited to, surface water, groundwater and air quality.*

The proposed use would not have any impacts to the environment.

## **ALTERNATIVES**

A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of the Conditional Use Permit to allow a Church to be operated out of an existing building located in a B-3 zoned property subject to the following conditions:
  1. The site shall be developed in substantial conformance with the plans on file with the Planning Division.
  2. All signage requires issuance of sign permits complying with the B-3 district standards.
  3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
  
- B. Denial. If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

### **RECOMMENDATION**

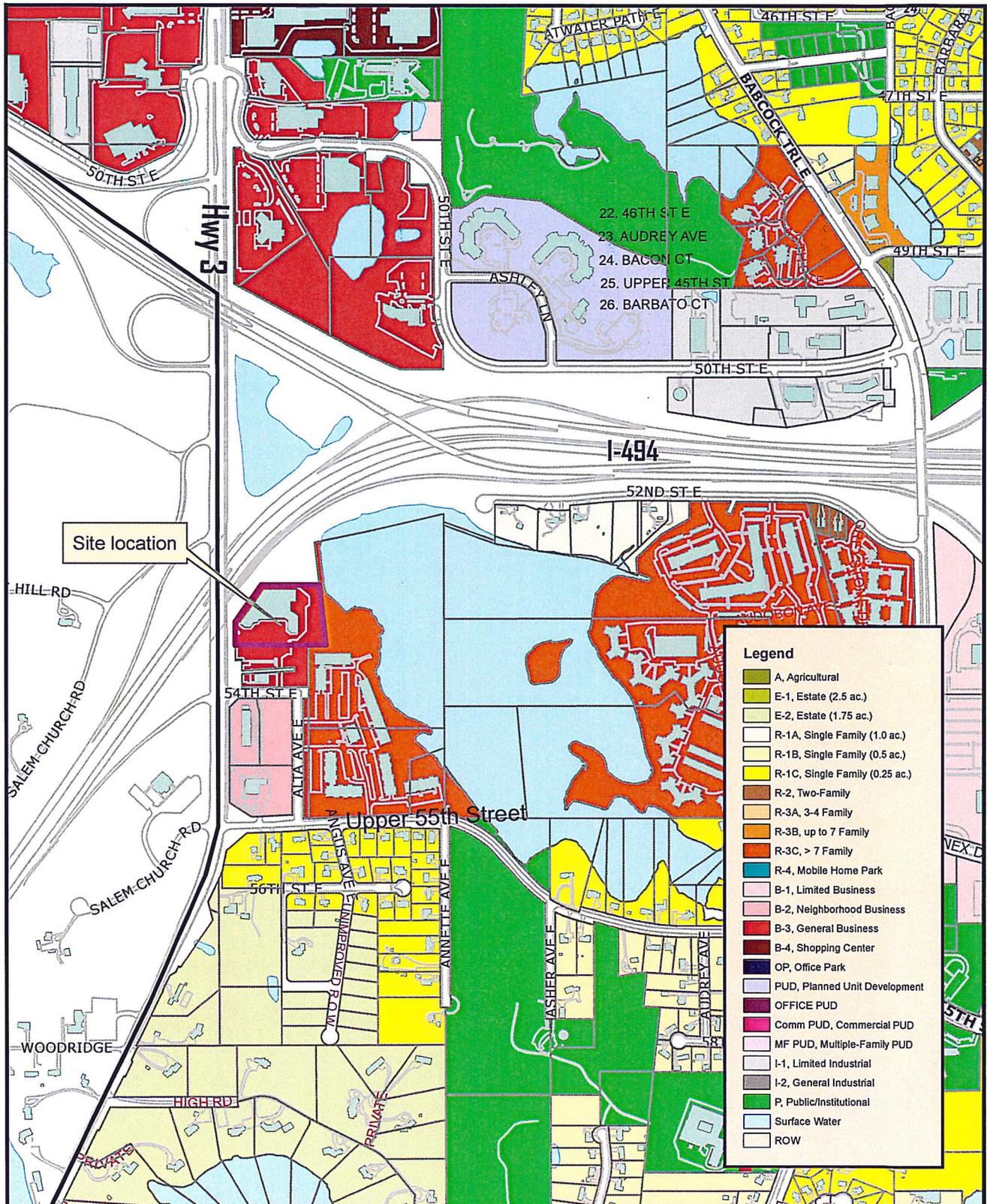
Based on the preceding report, Staff recommends **approval** of the request with the conditions listed in Alternative A.

Attachments: Exhibit A – Zoning and Location map  
Exhibit B – Applicant narrative  
Exhibit C – Aerial Photo  
Exhibit D – Floor layout

Map not to scale



# Gateway Christian Church Case No. 14-28C



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

Exhibit A  
Zoning and Location Map

Gateway Christian Church  
5300 S Robert Trail  
Inver Grove Heights, MN 550077

July 07, 2014

City of Inver Grove Heights  
Attn: City Planner  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Re: 5300 South Robert Trail, Suite 200 Inver Grove Heights, MN— Conditional Use Permit

Dear City Planner:

On behalf of Gateway Christian Church, I am respectfully requesting that the City of Inver Grove Heights (the "City") issues a Conditional Use Permit for the property located at 5300 South Robert Trail, Suite 200 Inver Grove Heights. The "Property", is currently B-3 "General Business District" and with that zoning a church is allowed with a Conditional Use Permit.

The Property is commonly known as "Salem Square" and consists of a primary retail center of approximately 51,684 square feet and a separate outlot building of approximately 5,350 square feet occupied by Park Dental. The existing tenants of the Property including Pawn America opened in 2012 now occupies 32,545 SF. Comcast, River Heights Chiropractic, Salem Liquor and Park Dental. Gateway Church is currently occupying 6,306 SF in former D & A Talent Agency and the 2,924 SF end cap is vacant where Building Trades Federal Credit Union was located.

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

North. North of the Property are the U.S. Interstate Highway 494 and the Minnesota Highway 110 rights-of-way. Across these rights-of-way are auto dealerships and a Best Buy retail store location. The majority of these parcels appear to be located within the B-3, General Business zoning classification, and guided RC "Regional Commercial" under the City's Comprehensive Plan.

South. South of the Property is the 54th Street right-of-way. South of the 54th Street right-of-way is a gas station and retail strip-mall, that appear to be zoned B-2, Neighborhood Business, and guided NC "Neighborhood Commercial under the City's Comprehensive Plan.

Southeast. Southeast of the Property is a multifamily rental complex, commonly known as the Salem Green Apartments. This parcel appears to be zoned R-3C, multi-family residential, and guided HDR "High Density Residential" under the City's Comprehensive Plan.

East. Immediately East of the Property Schmitt Lake.

West. Immediately West of the Property are the U.S. Interstate Highway 494, the South Robert Trail and the Salem Church Road rights-of-way. West of these rights-of-way is the City of Sunfish Lake.

Gateway Christian Church would like to occupy the Property and be able to hold our services in this property. We are a young thriving church that has out grown our current space. With the cities approval we would like to occupy this space. By supporting a Conditional Use Permit of the

City of Inver Grove Heights

July \_\_\_\_, 2014

Page 2 of 2

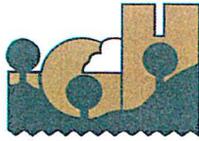
subject Property zoned B-3 "General Business District", the City will help facilitate increased occupancy at the Property, which in turn, will lead to increased employment opportunities and will provide a greater diversity of services for the residents.

For the foregoing reasons, Gateway Christian Church respectfully requests that the City will issue a Conditional Use Permit for the building currently zoned B-3 "General Business District".

Sincerely,

Gateway Christian Church

Map not to scale

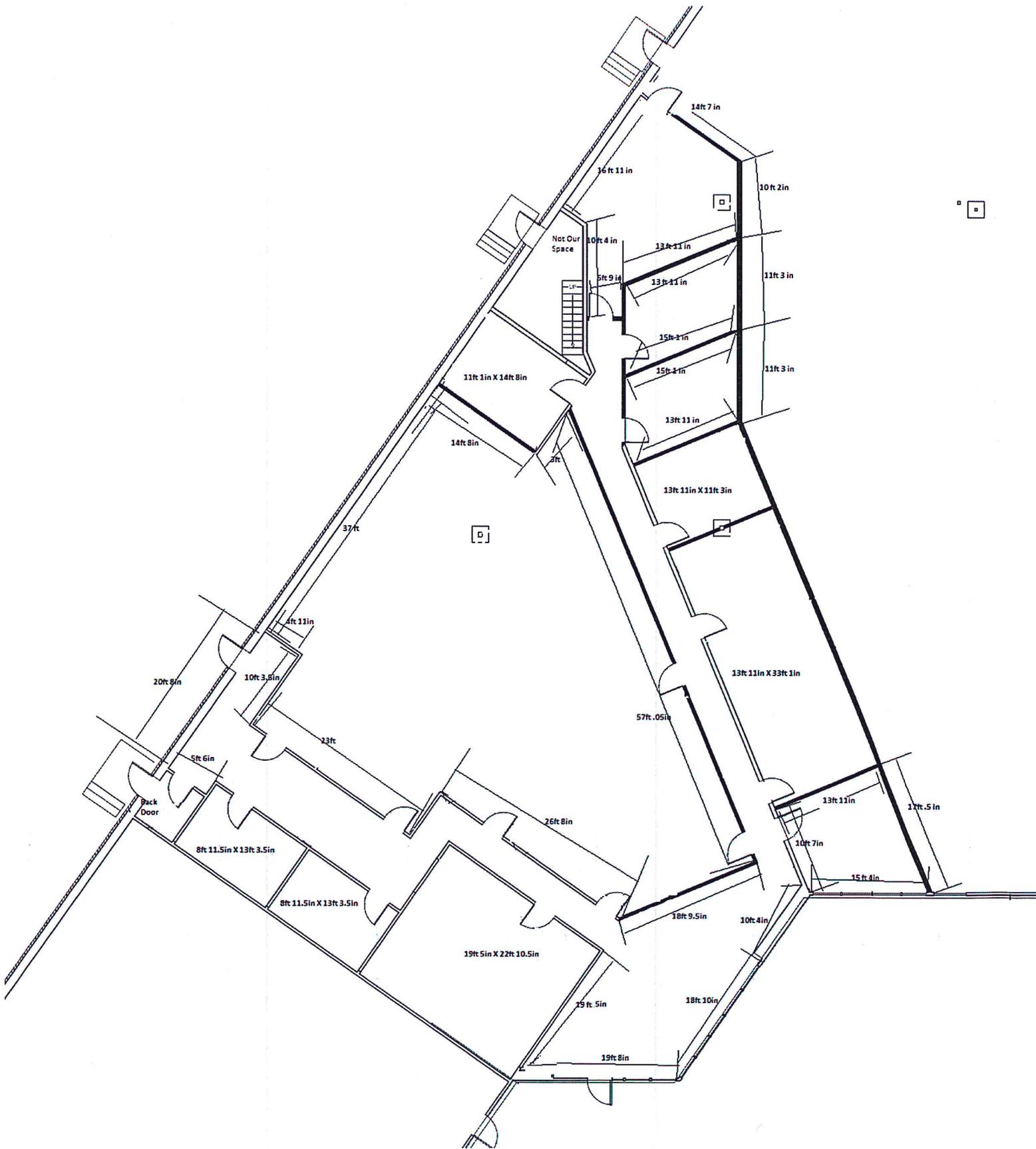


# Gateway Christian Church



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

General Church Location



**New layout**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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CITY OF INVER GROVE HEIGHTS- AUAR Update - Case No. 14-17X

Meeting Date: August 11, 2014

Item Type: Regular

Contact:  Heather Botten 651.450.2569

Prepared by:  Heather Botten, Associate Planner

Reviewed by: Planning  
Engineering

**Fiscal/FTE Impact:**

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

The City Council is to consider a Resolution adopting the Northwest Expansion Area Alternative Urban Area-Wide Review (AUAR) Update for the Northwest Area, as prepared by Staff. The AUAR update was necessary because the City's Northwest Area is not completely developed and it has been over five years since the last update.

**SUMMARY**

The City Council reviewed a draft of the Northwest Expansion Area Alternative Urban Area-Wide Review (AUAR) Update on June 23, 2014 and authorized its distribution. The AUAR Update, as attached, was subsequently distributed to 19 governmental agencies for review and comment. The City received comment from the Metropolitan Council, Dakota County, Minnesota Department of Transportation, and Sunfish Lake. The City's Response to Comments is enclosed.

Staff recommends approval of the Resolution Adopting the Northwest Area Expansion Alternative Urban Area-Wide Review Update.

Enc: Resolution  
AUAR Update addendum  
Response to Comments

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

RESOLUTION ADOPTING THE NORTHWEST AREA EXPANSION ALTERNATIVE  
URBAN AREA-WIDE REVIEW UPDATE

WHEREAS, THE City of Inver Grove Heights adopted the Northwest Expansion Area Alternative Urban Area-Wide Review (AUAR) in February 2006;

WHEREAS, in response to a requested land use change the City adopted an AUAR Update in 2007;

WHEREAS, the AUAR update was necessary because the City's Northwest Area is not completely developed and it has been over five years since the last update;

WHEREAS, the City Council reviewed and authorized distribution of the AUAR Update on June 23, 2014;

WHEREAS, the City distributed the AUAR Update to 19 governmental agencies;

WHEREAS, the City received four comments and has adequately responded to those four comments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, hereby adopts the Northwest Expansion Area Alternative Urban Area-Wide Review (AUAR) Update.

Adopted by the City Council of Inver Grove Heights this 11<sup>th</sup> day of August, 2014.

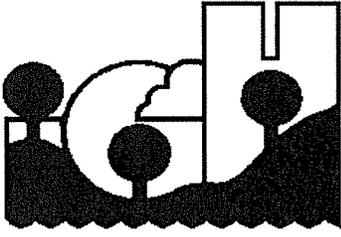
AYES:

NAYS:

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

ATTEST:

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



**Northwest Expansion Area  
Alternative Urban Areawide  
Review (AUAR) Update**

**City of Inver Grove Heights  
August, 2014**

## INVER GROVE HEIGHTS NORTHWEST EXANSION AREA ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR) UPDATE

This addendum is the second update of the Inver Grove Heights Northwest Expansion Area Alternative Urban Areawide Review (AUAR) originally completed in 2005 and adopted by City Council in 2006, with an update in 2007. This addendum provides an update to the AUAR by summarizing development in the area to date and identifying additional studies that have been completed since the last update in 2007.

The City of Inver Grove Heights, the RGU for the AUAR, certifies the following:

- The development within the area to date is generally consistent with the scenario used in the AUAR and in the City's Comprehensive Plan. While the types of units developed have varied somewhat from the original scenario based on market conditions, the overall number of units and acres developed are within the scope of the AUAR.
- The City has completed a number of special studies in the area related to planning/land use, traffic, and natural resource management issues. The studies are referenced below in the appropriate sections.

Since the last update in 2007 the following development approvals have occurred:

- McGough Development consisting of 134,00 sq ft Target store, 19,000 sq ft commercial development, and 5 vacant outlots, along with 117 single-family homes (Argenta Hills)
- Southview Senior Living 101 unit independent senior living facility
- United Properties: 485,000 sq.ft office/warehouse buildings (approved but not constructed)
- Meridian Land Company – Development for 49 single-family homes

Inver Grove Heights Staff reviewed the AUAR document and provides the following updates (**The numbers reflect the correlating section in the AUAR document**):

- 1. Project Title** Inver Grove Heights Northwest Expansion Area AUAR June 2014 Update
- 2. Proposer** City of Inver Grove Heights  
  
**Contact** Heather Botten, Associate Planner  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077  
(651) 450-2569  
[hbotten@invergroveheights.org](mailto:hbotten@invergroveheights.org)
- 3. RGU** City of Inver Grove Heights
- 4. Reason for EAW Preparation** (technically not applicable to an AUAR)

## 5. Project Location

- Figure 5-3** Existing Land Use map  
**Figure 5-4** Existing Zoning map  
**Figure 5-5** Proposed Land Use map

## 6. Description Proposed Land Uses

**Table 6.1 Updated**

| Land Use Category             | 2006 Existing Acres | Planned Acres | 2014 Updated AUAR |
|-------------------------------|---------------------|---------------|-------------------|
| Existing Rural Residential    | 0                   | 0             | 0                 |
| Vacant or Agricultural        | 1684                | 0             | 0                 |
| Low Density Residential       | 404                 | 820           | 818               |
| Low/Med Density Residential   | 96                  | 747           | 614               |
| Medium Density Residential    | 94                  | 334           | 356               |
| High Density Residential      | 0                   | 65            | 20                |
| Mixed Use (Residential)       | 0                   | 46            | 51                |
| Mixed Use (Commercial)        | 0                   | 23            | 25                |
| Commercial                    | 26                  | 59            | 147               |
| Office/Industrial             | 67                  | 264           | 240               |
| Public/Institutional          | 11                  | 11            | 56                |
| Natural / Open Space/ Golf    | 758                 | 724           | 766               |
| Office/Industrial/ Commercial | 0                   | 47            | 47                |
| <b>Total Area</b>             | <b>3,140</b>        | <b>3,140</b>  | <b>3,140</b>      |

### Section 6.b. Infrastructure

#### Roadway Network:

- The City of Inver Grove Heights, the City of Eagan, and Dakota County have completed and adopted the 2010 Regional Roadway System Visioning Study for northeast Eagan and northwest Inver Grove Heights.
- The City completed and adopted the Northwest Area Collector Street Plan, dated May 2012.
- The City and Dakota County are conducting a design study for County Road (CR) 28 and County State Aid Highway (CSAH) 63 from south of Trunk Highway (TH) 55 to south of CSAH 26 in advance of improving these roadways in 2016. A 2014 feasibility study for the future Argenta Trail Corridor from south of CSAH 26 to I-494 will also be conducted to consider the location of the future arterial connection to the potential future interchange along I-494 between TH 149 and TH 3.

- City Project No. 2009-01 Trunk Highway 3 and Amana Trail/proposed 80th Street Roundabout was completed.
- City Project No. 2010-41 Trunk Highway 3 Right Turn Lane - Argenta Hills 2nd Addition was completed.

*Sanitary Sewer System:*

- The City of Inver Grove Heights constructed trunk sanitary sewer and watermain facilities with the following projects: City Project No. 2003-15 NW Area Trunk Utility Improvements – located from TH 55/ Babcock Trail, north along Babcock Trail to 80<sup>th</sup> Street, west to TH 3, north to 70<sup>th</sup> Street; Project No. 2003-15A NW Area Lift Station- located within the NW quadrant of Amana Trail and Trunk Highway 3; Argenta Hills/Amana Trail Trunk Utilities- located within the Target development and along newly constructed Amana Trail from TH 3 to Alverno Avenue; Argenta Hills 8<sup>th</sup> Addition – located along Alverno Avenue from Amana Trail to north terminus of Alverno Avenue; and Inver Glen Senior Housing project – located from TH 3, along Allen Way to the developments easterly boundary.
- A Preliminary Engineering Report has been prepared for trunk sanitary sewer facilities in City Project No. 2014-13 NW Area Trunk Utilities – Argenta District, located between Amana Trail and proposed 65<sup>th</sup> Street within the Argenta District .

*Municipal Water System:*

- The City of Inver Grove Heights constructed trunk sanitary sewer and watermain facilities with the following projects: City Project No. 2003-15 NW Area Trunk Utility Improvements – located from TH 55/ Babcock Trail, north along Babcock Trail to 80<sup>th</sup> Street, west to TH 3, north to 70<sup>th</sup> Street; Argenta Hills/Amana Trail Trunk Utilities- located within the Target development and along newly constructed Amana Trail from TH 3 to Alverno Avenue; Argenta Hills 8<sup>th</sup> Addition – located along Alverno Avenue from Amana Trail to north terminus of Alverno Avenue; and Inver Glen Senior Housing project – located from TH 3, along Allen Way to the developments easterly boundary.
- A Preliminary Engineering Report has been prepared for trunk watermain facilities in City Project No. 2014-13 NW Area Trunk Utilities – Argenta District, located from Amana Trail and proposed 65<sup>th</sup> Street within the Argenta District .
- In 2013, the City constructed Project No. 2006-18 Asher Water Tower Replacement.

*Stormwater System:*

- The City of Inver Grove Heights has built storm water management facilities and protected regional basins in the following projects: Inver Pointe Business Park (United Properties), IGH Investments LLC – Argenta Hills Site Construction Plans (Amana Trail and Target Development), Argenta Hills 2<sup>nd</sup> through 8<sup>th</sup> Addition, 2009-01 Intersection (round-a-bout along TH 3), City Project No. 2013-03 SP-27 Storm Water Facilities Repairs, City Project No. 2013-06 Robert Trail (TH 3) Roundabout Storm Water Facilities Repair, City Project No. 2010-41 Trunk Highway 3 Right Turn Lane - Argenta Hills 2nd Addition, Inver Glen Senior Housing projects.

- The City utilizes the following documents for storm water guidance:
  - Northwest Area Stormwater Manual, adopted on May 29, 2007.
  - The Second Generation Water Resources Management Plan adopted on December 8, 2008. The plan is being updated in 2014 to the 3<sup>rd</sup> Generation Plan.
  - The 3<sup>rd</sup> Generation Lower Mississippi River Watershed Management Plan prepared in August 2011.
  - The Northwest Area Regional Basin Map and Storm Water Model prepared on March 1, 2011. The map and storm water model are being updated in 2014. Updates to the map and model will be a required condition of approval for developments.
  - Dakota County Soil and Water Conservation District (DCSWCD) Low Impact Design (LID) Standards are applicable for filtration and infiltration best management practices. The current LID standards may be found on the DCSWCD website.
- March 17, 2014, the City's MS4 General Permit coverage was extended, reauthorizing the new permit. The City will meet requirements of the new permit from the date permit coverage was extended.
- The Gun Club Lake Watershed Management Organization (GCLWMO) was disbanded and the Eagan-Inver Grove Heights Watershed Management Organization (EIGHWMO) was created in 2014.
- Atlas 14, published in 2013, is the most current frequency and duration storm water information at the time of this AUAR update. The Northwest Area storm water management plan will be updated to incorporate Atlas 14 data as published by the National Oceanic and Atmospheric Administration (NOAA) for the 2-, 10-, and 100-year rainfall events and the 100-year critical volume (10-day snow melt) for development storm water management plans and landlocked basins.

### **Section 6.c. Infrastructure**

#### *2014 AUAR Update:*

- The Inver Grove Heights Northwest Expansion Area AUAR is located on 3,140 acres in the northwest portion of the City. The AUAR was complete in August 2005 and adopted by City Council in February 2006 with an update in 2007. An AUAR Update Addendum has been prepared to address updates in the proposed land use and development scenario.

**7. Project magnitude Data** – No change with this update

**8. Permits and Approvals Required** – No change with this update

**9. Land Use** – No change with this update

**10. Cover Types**

***Management Recommendations*** (for the Natural Resource Inventory and Management Plan for the Northwest Expansion Area):

- The Northwest Area Regional Basin Map and Storm Water Model was prepared on March 1, 2011. The map and storm water model are being updated in 2014. Updates to the map and model will be a required condition of approval for future developments.

**11. Fish, Wildlife, and Sensitive Resources – No change with this update**

**12. Physical Impacts on Water Resources**

- The City of Inver Grove Heights has built storm water management facilities and protected regional basins in the following projects: Inver Pointe Business Park, IGH Investments LLC – Argenta Hills Site Construction Plans (Amana Trail and Target Development), Argenta Hills 2<sup>nd</sup> through 8<sup>th</sup> Addition, 2009-01 Intersection (round-a-bout along TH 3), City Project No. 2013-03 SP-27 Storm Water Facilities Repairs, City Project No. 2013-06 Robert Trail (TH 3) Roundabout Storm Water Facilities Repair, City Project No. 2010-41 Trunk Highway 3 Right Turn Lane - Argenta Hills 2nd Addition, Inver Glen Senior Housing projects.
- The City of Inver Grove heights utilizes the following documents for storm water guidance:
  - Northwest Area Storm Water Manual was adopted on May 29, 2007.
  - The Second Generation Water Resources Management Plan adopted on December 8, 2008. The plan is being updated in 2014 to the 3<sup>rd</sup> Generation Plan.
  - The 3<sup>rd</sup> Generation Lower Mississippi River Watershed Management Plan prepared in August 2011.
  - The Northwest Area Regional Basin Map and Storm Water Model prepared on March 1, 2011. The map and storm water model are being updated in 2014. Updates to the map and model will be a required condition of approval for future developments.
  - Dakota County Soil and Water Conservation District (DCSWCD) Low Impact Design (LID) Standards are applicable for filtration and infiltration best management practices. The current LID standards may be found on the DCSWCD website.
- March 17, 2014, the City's MS4 General Permit coverage was extended, reauthorizing the new permit. The City will meet requirements of the new permit from the date permit coverage was extended.
- The Gun Club Lake Watershed Management Organization (GCLWMO) was disbanded and the Eagan-Inver Grove Heights Watershed Management Organization (EIGHWMO) was created in 2014.
- Atlas 14, published in 2013, is the most current frequency and duration storm water information at the time of this AUAR update. The Northwest Area Storm Water Management Plan will be updated to incorporate Atlas 14 data as published by the

National Oceanic and Atmospheric Administration (NOAA) for the 2-, 10-, and 100-year rainfall events and the 100-year critical volume (10-day snow melt) for development storm water management plans and landlocked basins.

### **13. Water Use**

*b. Will the project require an appropriation of ground or surface water?*

- Well field development occurred in 2007 adding Well No. 9 at 7302 Babcock Avenue. The new well is in the Jordan Aquifer and has a capacity of 1400 gallons-per-minute.
- A Water System Model update and the Wellhead Protection Study will be completed in 2014.
- The Water Treatment Plant was expanded in 2007 to provide a treatment capacity of 12 million-gallons-per-day (MGD).
- The Asher Tower Elevated Water Tank was reconstructed in 2013 providing one million gallons (1 MG) of storage capacity.
- A Northwest Area water model and pressure zone map was developed in 2008 and is being updated in 2014.

#### **Figure 13-1 Trunk Water Supply map**

**14. Water-Related Land Use Management Districts** – No change with this update

**15. Water Surface Use** – No change with this update

### **16. Erosion and Sedimentation**

*Describe erosion and sedimentation measures to be used during and after the construction project*

- The City of Inver Grove Heights will be updating the erosion and sediment control ordinances to be in conformance with the MS4 reauthorization requirements.

### **17. Water Quality – Surface Water Runoff**

#### ***Surface Water Modeling Methodology***

- Atlas 14, published in 2013, is the most current frequency and duration storm water information at the time of this AUAR update. The Northwest Area Storm Water Management Plan will be updated to incorporate Atlas 14 data as published by the National Oceanic and Atmospheric Administration (NOAA) for the 2-, 10-, and 100-year rainfall events and the 100-year critical event (10-day snow melt) for development storm water management plans and landlocked basins.
- The Northwest Area Regional Basin Map and Storm Water Model was prepared on March 1, 2011, and includes a mapping of the 100-year critical storm elevations for landlocked basins within the NW Area drainage. The map and storm water model are being updated in 2014. Updates to the map and model will be a required condition of approval for future developments.

- The 3<sup>rd</sup> Generation Lower Mississippi River Watershed Management Plan prepared in August 2011, requires a one-inch (1") impervious surface infiltration or filtration requirement depending on soil types and in-situ soil capacity to infiltrate.

**Figure 17.1 Map of Watershed districts**

**18. Water Quality – Wastewaters**

| <u>Land Use</u>                         | <u>Area (acres)</u> | <u>2014 Updated Area (acres)</u> |
|---|---------------------|----------------------------------|
| Low Density Residential (LDR)           | 820                 | 818                              |
| Low/Med Density Residential (LMD)       | 747                 | 614                              |
| Medium Density Residential (MDR)        | 334                 | 356                              |
| High Density Residential (HDR)          | 65                  | 20                               |
| Mixed Use (Residential/Commercial) (MU) | 69                  | 76                               |
| Commercial (Comm.)                      | 59                  | 147                              |
| Office / Industrial (I/O)               | 264                 | 240                              |
| Public/Institutional (P/I)              | 11                  | 56                               |
| Office/ Industrial /Commercial (O/I/C)  | 47                  | 47                               |

- A Preliminary Engineering Report has been prepared for trunk sanitary sewer facilities in City Project No. 2014-13 Northwest Area Trunk Utilities – Argenta District.

**Figure 18-1 Sanitary Sewer System map**

**19. Geologic Hazards and Soil Conditions – No change with this update**

**20. Solid Wastes; Hazardous Wastes; Storage Tanks**

Existing land use in the study area is mainly agricultural, with undeveloped areas, a golf course, and scattered residential neighborhoods. Some commercial/industrial development is also present along the highway corridors. Because the bulk of the property is undeveloped or has been used agriculturally, current waste generation is much less than what will be generated after development. Future land uses designated for the study area include:

|  |           | <u>2014 Updated AUAR</u> |
|--|-----------|--------------------------|
| • low density residential (2.0 du/ac)        | 820 acres | 818 acres                |
| • low-medium density residential (4.0 du/ac) | 747 acres | 614 acres                |
| • medium density residential (6.5 du/ac)     | 334 acres | 356 acres                |
| • high density residential (12.0 du/ac)      | 65 acres  | 20 acres                 |
| • commercial                                 | 59 acres  | 147 acres                |
| • office/industrial                          | 264 acres | 240 acres                |
| • mixed use (residential)                    | 46 acres  | 51 acres                 |
| • mixed use (commercial)                     | 23 acres  | 25 acres                 |
| • public/institutional                       | 11 acres  | 56 acres                 |
| • natural areas/open space/golf course       | 724 acres | 766 acres                |
| • office / industrial / commercial           | 47 acres  | 47 acres                 |

## **21. Traffic**

### *Traffic Routes and Traffic Generation Updates:*

- The City of Inver Grove Heights, the City of Eagan, and Dakota County have completed and adopted the 2010 Regional Roadway System Visioning Study for northeast Eagan and northwest Inver Grove Heights.
- The City completed and adopted the Northwest Area Collector Street Plan, dated May 2012.
- The City and Dakota County are conducting a design study for County Road (CR) 28 and County State Aid Highway (CSAH) 63 from south of Trunk Highway (TH) 55 to south of CSAH 26 in advance of improving these roadways in 2016. A 2014 feasibility study for the future Argenta Trail Corridor from south of CSAH 26 to I-494 will also be conducted to consider the location of the future arterial connection to the potential future interchange along I-494 between TH 149 and TH 3.
- City Project No. 2009-01 Trunk Highway 3 and Amana Trail/proposed 80th Street Roundabout was completed.
- City Project No. 2010-41 Trunk Highway 3 Right Turn Lane - Argenta Hills 2nd Addition was completed.

**22. Vehicle-Related Air Emissions** – No change with this update

**23. Stationary Source Air Emissions** – No change with this update

**24. Dust, Odors, Noise** – No change with this update

## **25. Nearby Resources**

### *c. designated parks, recreation areas, or trails?*

- The City of Inver Grove Heights adopted the 2030 Comprehensive Plan which includes the City's vision for parks and trails in the Northwest Area and throughout the community. Additional refinements to the Northwest Area Park and Trail plan are a part of the City's effort to update the entire park, recreation, and trail plan through an effort the City has called "Future of Our Parks – Park and Recreation System Plan". The plan is envisioned to determine the future needs of the community's park and recreation needs, and provide for a specific 5-year plan and 10-15 year vision.
- The City of Inver Grove Heights supports the Mendota to Lebanon Hills Master Plan.

**26. Visual Impacts** – No change with this update

**27. Compatibility with Plans** – No change with this update

- 28. Impact on Infrastructure and Public Services** – No change with this update
- 29. Related Developments; Cumulative Impacts** – No change with this update
- 30. Other Potential Environmental Impacts** – No change with this update
- 31. Summary of Issues** – No change with this update

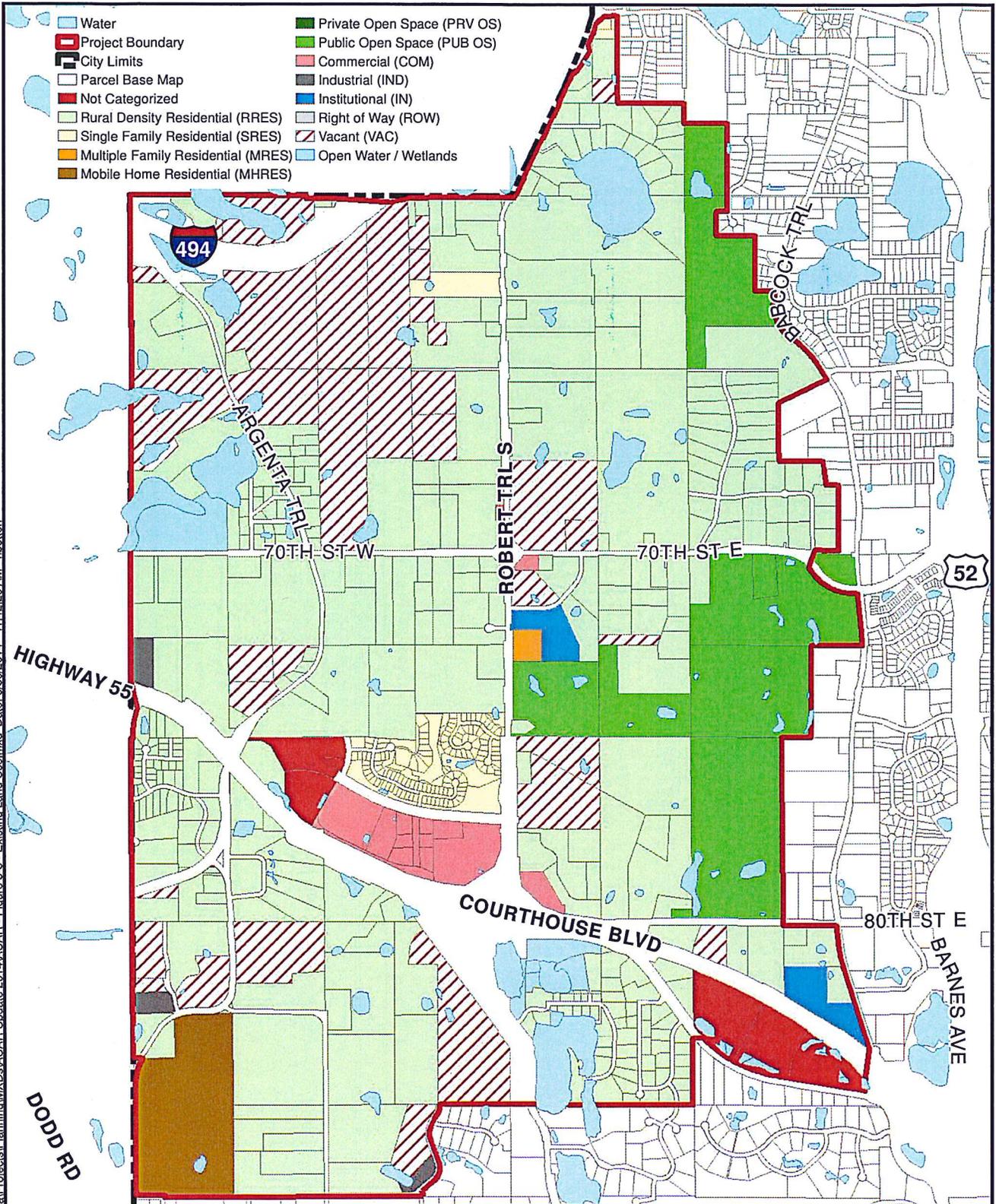
### **Mitigation Plan Update**

The Mitigation Plan is used by the City of Inver Grove Heights to guide development of the Northwest Expansion Area through avoidance, minimization, and/or mitigation of environmental impacts. The plan is not intended to modify the regulatory agencies' responsibilities for implementing their respective regulatory programs, or to create additional regulatory requirements. Elements of the Mitigation Plan that have been completed or updated to date include the following:

- Completed the 2010 Regional Roadway Visioning Study
- Complete the Northwest Area Collector Street Plan
- Asher Water Tower was reconstructed
- The City has built storm water management facilities and protected regional basins with the approved developments
- Adopted Northwest Area Stormwater manual,
- The Northwest Area Regional Basin map and Stormwater Model was prepared; this includes mapping of the 100-year critical storm elevations for the landlocked basins.
- Well field development occurred adding Well No. 9 in the City
- Adopted 2030 Comprehensive plan, 2010

The City will continue to implement the Mitigation Plan as the remaining portions of the Northwest Area are developed.

Document Path: Z:\GIS Data\Projects\Planning\MXDs\AUAR Update 2014\AUAR - Figure 5-3 - Existing Land Use.mxd Date: 6/30/2014 - 11:42:20 AM - hbotten



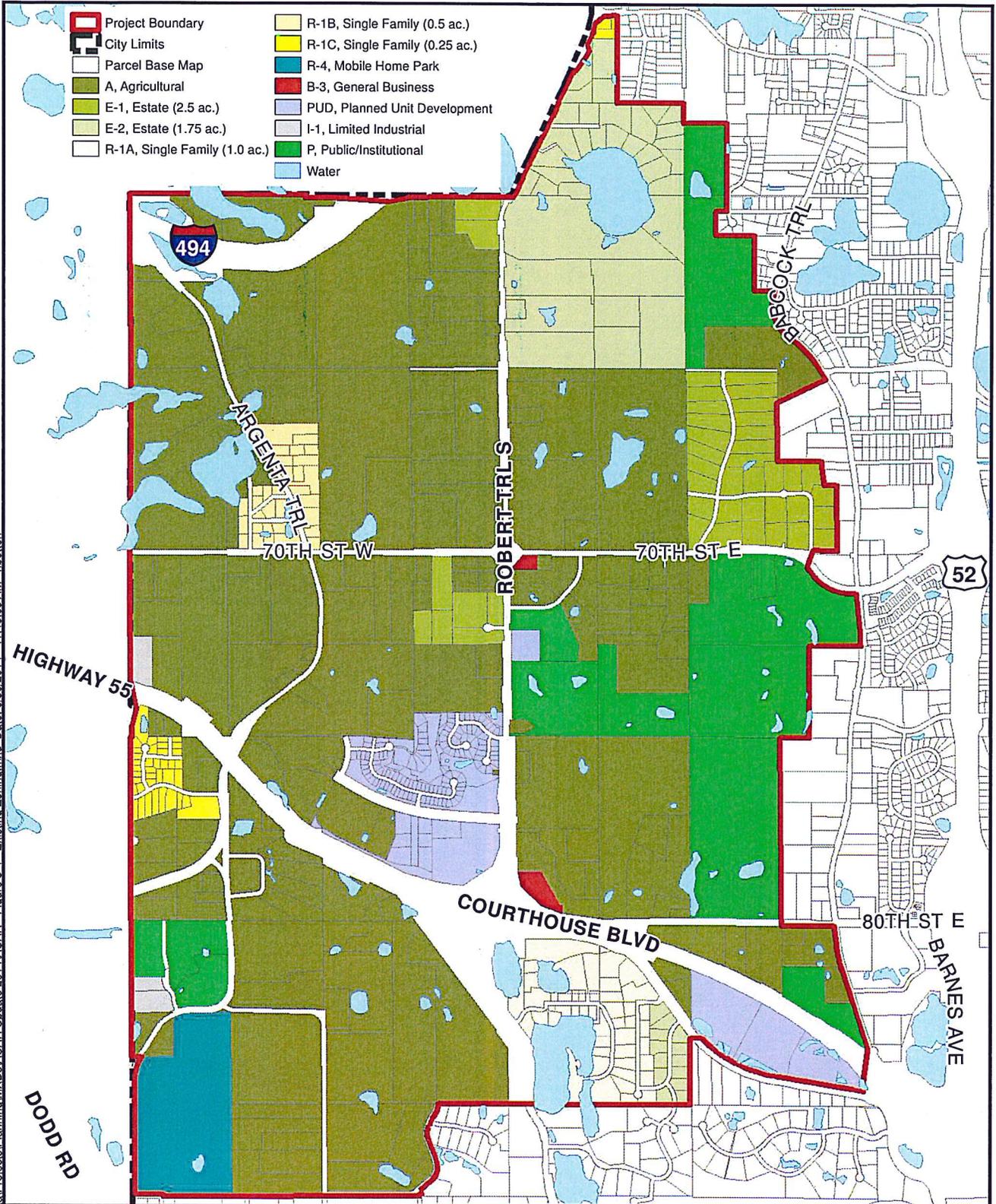
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**City of Inver Grove Heights**  
**Northwest Expansion Area AUAR**  
**2014 Update**  
**EXISTING LAND USE**  
**Figure 5-3**



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Document Path: Z:\GIS Data\Projects\Planning\MXDs\AUAR Update 2014\AUAR - Figure 5-4 - Existing Zoning.mxd Date: 6/30/2014 - 11:43:05 AM - hboitten



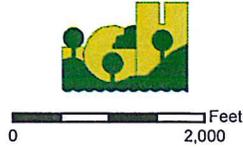
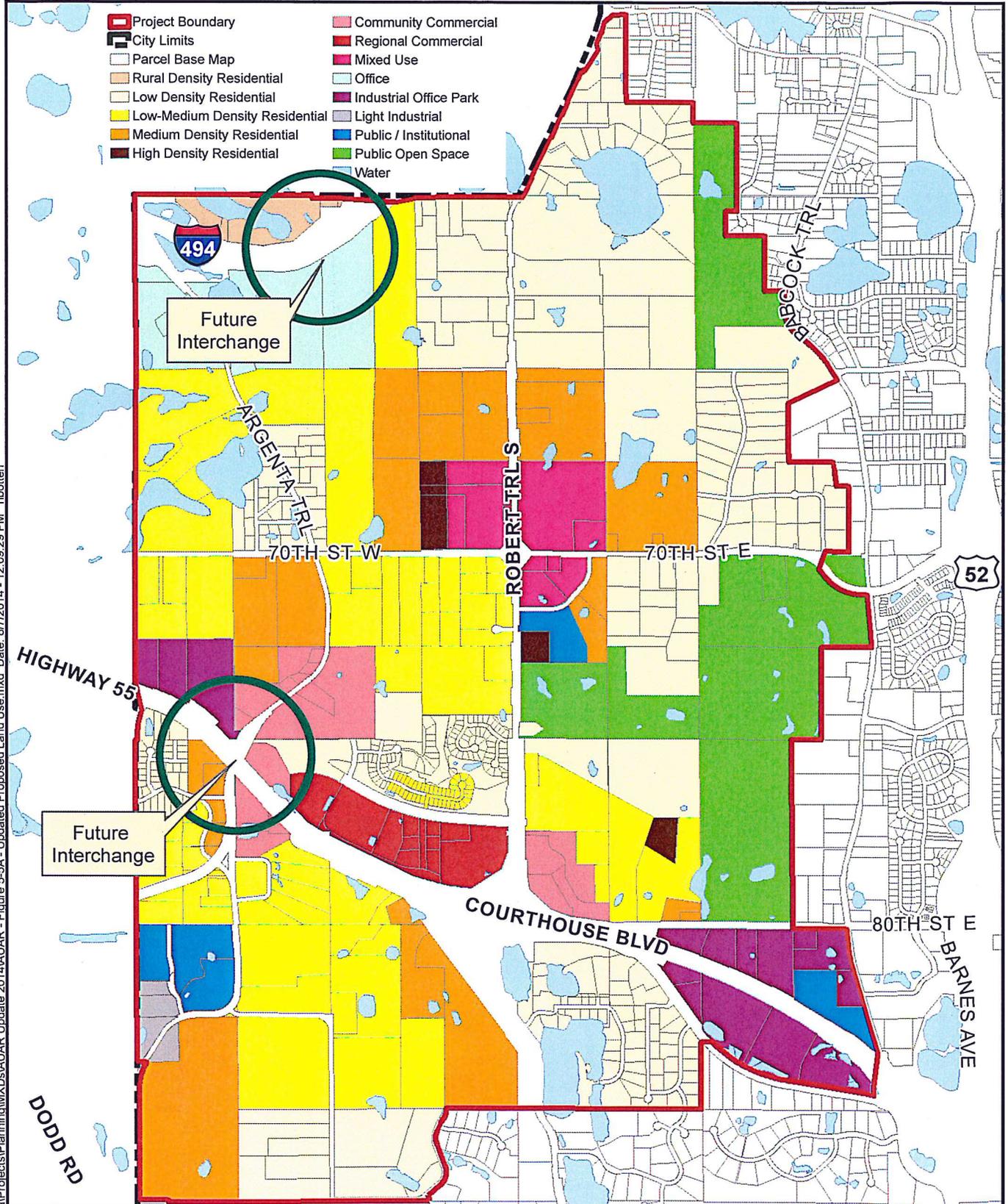
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**City of Inver Grove Heights  
Northwest Expansion Area AUAR  
2014 Update  
EXISTING ZONING  
Figure 5-4**



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Document Path: Z:\GIS Data\Projects\Planning\MXDs\AUAR Update 2014\AUAR - Figure 5-5A - Updated Proposed Land Use.mxd Date: 8/7/2014 - 12:09:29 PM hboiten



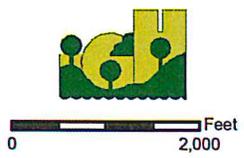
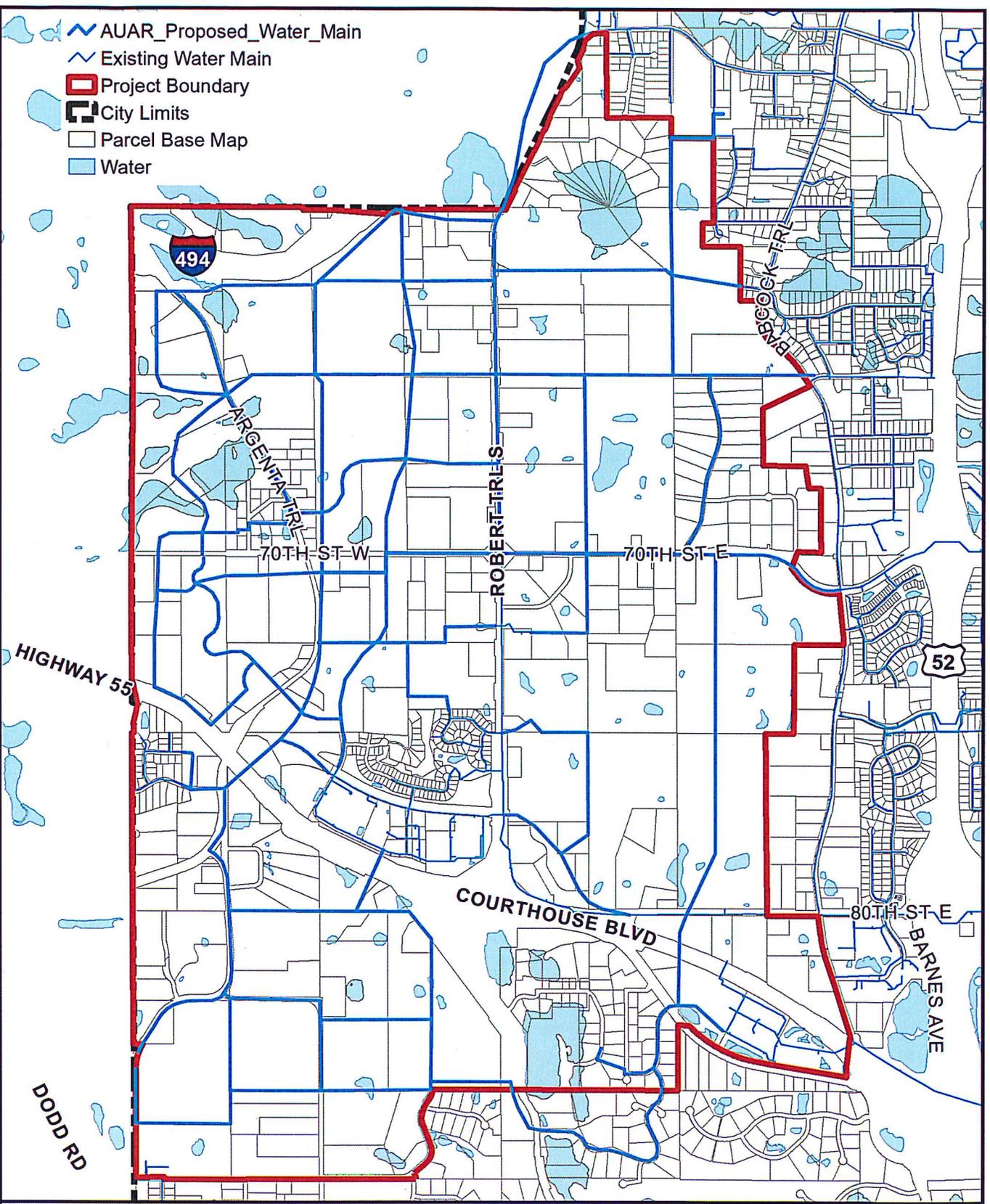
**City of Inver Grove Heights**  
**Northwest Expansion Area AUAR**  
**2014 Update**  
**PROPOSED LAND USE**  
**Figure 5-5**



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Document Path: Z:\GIS - Data\Projects\Planning\MXD\AUAR Update 2014\AUAR - Figure 13-1 - Trunk Water Supply.mxd Date: 6/30/2014 - 3:18:56 PM sodonnell

-  AUAR\_Proposed\_Water\_Main
-  Existing Water Main
-  Project Boundary
-  City Limits
-  Parcel Base Map
-  Water



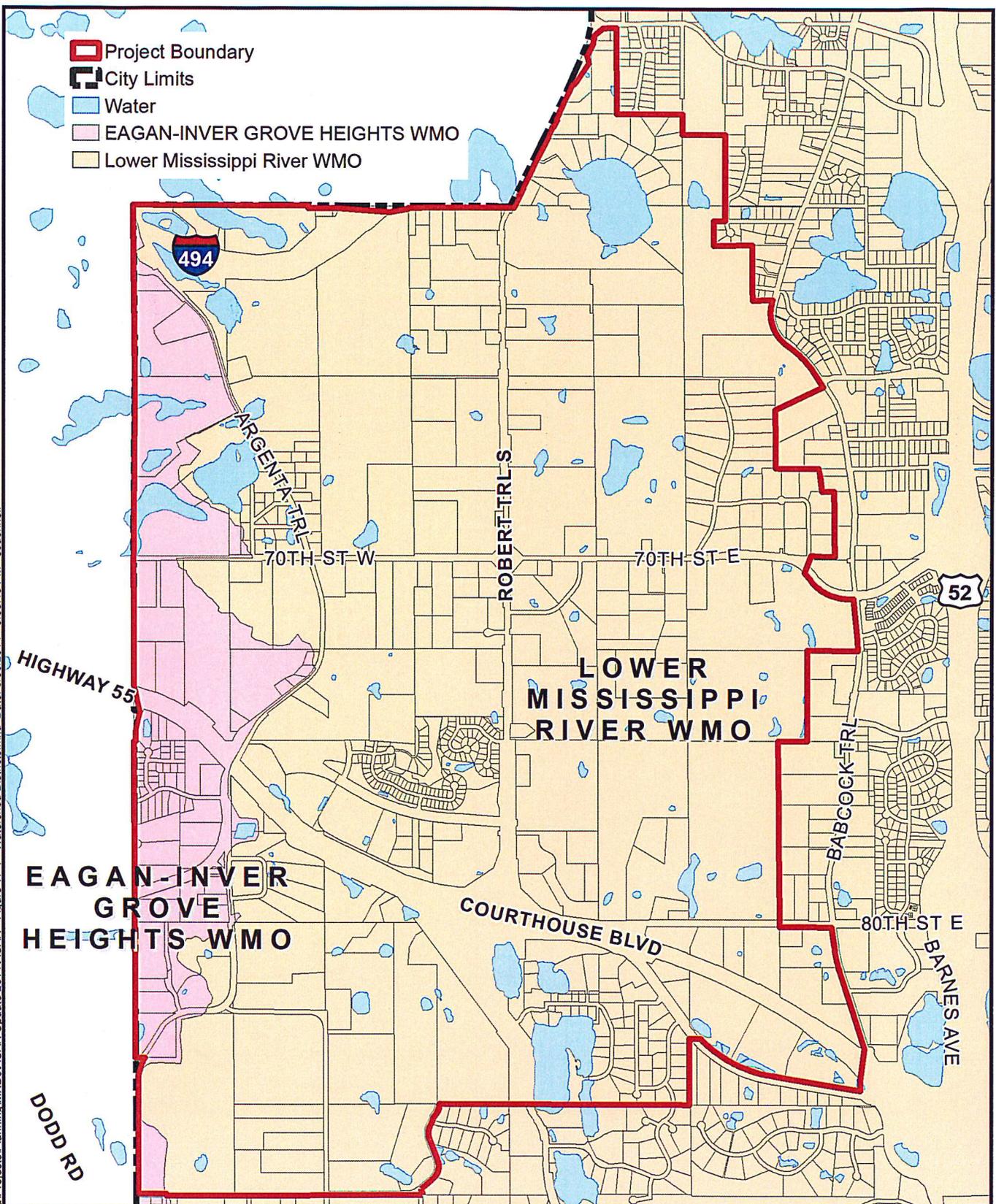
**City of Inver Grove Heights**  
*Northwest Expansion Area AUAR*  
 2014 Update  
**TRUNK WATER SUPPLY**  
 Figure 13-1



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-  Project Boundary
-  City Limits
-  Water
-  EAGAN-INVER GROVE HEIGHTS WMO
-  Lower Mississippi River WMO

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**EAGAN-INVER GROVE HEIGHTS WMO**

**LOWER MISSISSIPPI RIVER WMO**

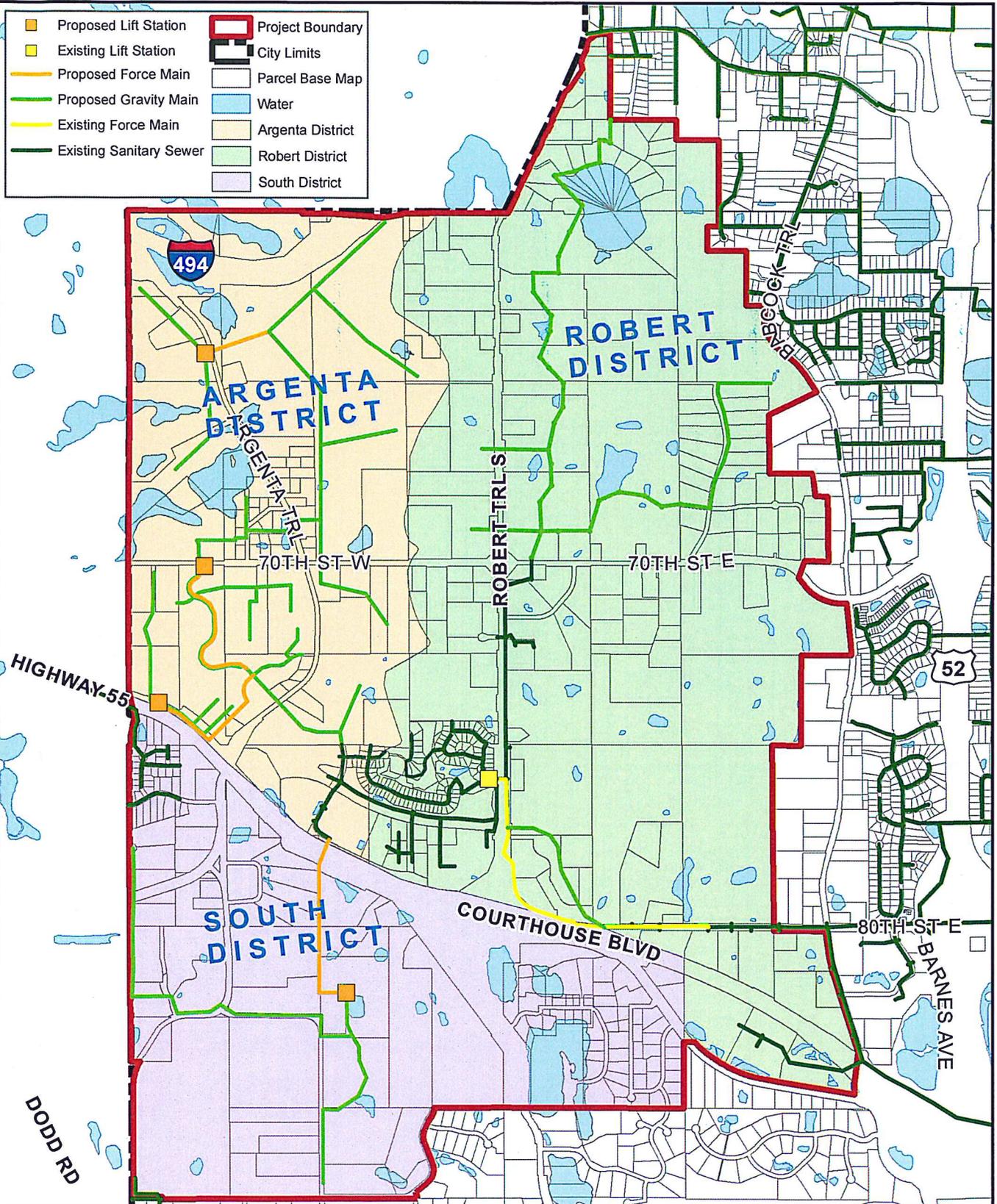


**City of Inver Grove Heights  
Northwest Expansion Area AUAR  
2014 Update  
WATERSHED DISTRICTS  
Figure 17-1**



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Document Path: Z:\GIS Data\Projects\Planning\MXD\AUAR Update 2014\AUAR - Figure 18-1 - Sanitary Sewer System.mxd Date: 7/2/2014 - 8:57:47 AM sodonnell

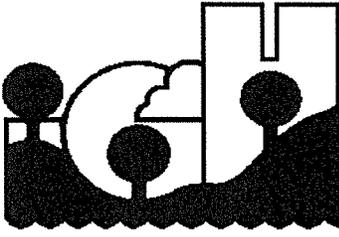


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**City of Inver Grove Heights**  
*Northwest Expansion Area AUAR*  
 2014 Update  
**TRUNK SANITARY SEWER SYSTEM**  
 Figure 18-1



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**Northwest Expansion Area  
Alternative Urban Areawide  
Review (AUAR) Update**

**Response to Comments**

**City of Inver Grove Heights**

**August, 2014**

# INVER GROVE HEIGHTS NORTHWEST EXANSION AREA ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR) UPDATE

## RESPONSE TO COMMENTS

This addendum is the second update of the Inver Grove Heights Northwest Expansion Area Alternative Urban Areawide Review (AUAR) originally completed in 2005 and adopted by City Council in 2006, with an update in 2007.

The City of Inver Grove Heights, the RGU for the AUAR, certifies the following:

- The development within the area to date is generally consistent with the scenario used in the AUAR and in the City’s Comprehensive Plan. While the types of units developed have varied somewhat from the original scenario based on market conditions, the overall number of units and acres developed are within the scope of the AUAR.
- The City has completed a number of special studies in the area related to planning/land use, traffic, and natural resource management issues. The studies are referenced below in the appropriate sections.

Since the last update in 2007 the following development approvals have occurred:

- McGough Development consisting of 134,00 sq ft Target store, 19,000 sq ft commercial development, and 5 vacant outlots, along with 117 single-family homes (Argenta Hills)
- Southview Senior Living 101 unit independent senior living facility
- United Properties: 485,000 sq.ft office/warehouse buildings (approved but not constructed)
- Meridian Land Company – Development for 49 single-family homes

The following is a summary of the AUAR Update timeline:

|   |                 |
|---|-----------------|
| City Council authorized distribution of the AUAR Update               | June 23, 2014   |
| AUAR update is distributed to the EQB and other governmental entities | June 30, 2014   |
| EQB publishes AUAR update   | July 7, 2014    |
| 10 day comment period ends  | July 21, 2014   |
| Response to Comments prepared   | August 7, 2014  |
| City Council approves AUAR update resolution                          | August 11, 2014 |

## RESPONSES TO COMMENTS

The responses to comments are organized around each comment letter received to insure that responses specifically address each reviewer’s concerns. If the comment is editorial or advisory, we have acknowledged the comments and any necessary corrections to be made.

### **Metropolitan Council Comments**

(Letter dated July 21, 2014 from LisaBeth Barajas, Manager of Local Planning Assistance)

*Council staff has conducted a review of the AUAR to determine its adequacy and accuracy in addressing regional concerns and potential for significant environmental impact. Council staff finds the AUAR raises issues with respect to regional transportation, environment, and parks. The remaining sections are complete and accurate with respect to regional concerns and raise no major issues of consistency with Council policies.*

*The Council will take no formal action on the Updated Northwest Extension Area AUAR.*

Response: Comment acknowledged.

### **Minnesota Department of Transportation**

(Letter dated July 17, 2014 from Tod Sherman, Planning Supervisor)

*The 2014 AUAR update notes the completion of the 2010 Regional Roadway System Visioning Study (RRSVS), but the 2014 AUAR Update does not explicitly update the proposed mitigation that was identified in the RRSVS. It is unclear whether the City supports the RRSVS findings.*

Response: The mitigation is referenced in the NW collector street study supported and approved by City Council.

*I-494/CSAH 63 Interchange: The proposed interchange is not included in Figure 5-5, like it was in previous AUARs. It should be made clear as to whether this interchange is still being pursued.*

Response: The interchange areas were added to Figure 5-5.

### **Dakota County**

(Letter dated July 16, 2014 from Erin Stwora, Assistant Director, Physical Development)

Transportation: Pg. 2, Section 6.b Infrastructure, Roadway Network and Pg. 8, Section 21 Traffic

*The first bullet should be revised as: The City of Inver Grove Heights, the City of Eagan, and Dakota County have completed and adopted the 2010 Regional Roadway System Visioning Study for northeast Eagan and northwest Inver Grove Heights.*

*The second bullet should recognize that the City has also adopted the Northwest Area Collector Street Plan.*

*The third bullet should be revised as: The City and Dakota County are conducting a design study for County Road 28 and CSAH 63 from south of Trunk Highway 55 to south of CSAH 26 in advance of improving these roadways in 2016. A 2014 feasibility study for the future Argenta Trail Corridor from south of CSAH 26 to I-494 will also be conducted to consider the location of the future arterial connection to the potential future interchange along I-494 between TH 149 and TH 3.*

Response: All recommended changes were incorporated into the AUAR Update.

*Parks and Planning: Please provide reference to the recently adopted Mendota to Lebanon Hills Regional Greenway Master Plan. The City of IGH provided resolution of the support for the Mendota to Lebanon Hills Master Plan.*

Response: Reference to the plan was added to the AUAR Update.

### **Sunfish Lake**

(Letter dated July 31, 2014 from Michelle Barness, Planner with NAC, Planning Consultant for Sunfish Lake. Two week extension granted by Heather Botten for a response)

*Proposed I-494 and CR 63 Interchange: If this new interchange is pursued in the future, Sunfish Lake requests the opportunity to provide additional feedback given a more in depth analysis of what is proposed.*

*Traffic generated by the proposed land uses within the AUAR area and the widening of CR 63 south of the interchange may impact use of CR 63 north of I-494. The City of Sunfish Lake would like the opportunity to examine such proposals in more detail, with the understanding that such proposals have the potential to have serious impacts on Sunfish Lake's infrastructure and residents.*

Response: There are County, State, and Federal processes and procedures required for a connection into I-494 and widening of CR 63 that will provide Sunfish Lake the opportunity for additional review.

*Water Quality of Hornbeam Lake: The City Council (Sunfish Lake) request that planning for land use and road improvements in the vicinity of Hornbeam Lake and I-494 take measures to redirect drainage away from the lake and/or explore alternative measures for drainage in the area to protect lake water quality and nearby natural systems.*

Response: The Northwest Area Stormwater Manual and the 2014 Regional Basin Map, referenced in the 2014 AUAR Update, provide guidelines to establish best management practices (BMP's) to address water quality and water volume/rate control of Hornbeam Lake.

**Approve the NW Area Park & Trail Plan**

Meeting Date: August 11, 2014  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

The City Council is asked to approve the proposed NW Area Park & Trail Plan and direct staff to begin conversations with property owners for the acquisition of land for a future “C” park as outlined in the report.

**SUMMARY**

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 values **ethical** decisions by doing the right thing; **engaged** people by delivering collaborative results; and **excellence** by setting high standards and exceeding expectations. The City Council strives to frame the decision process by making decisions that provide the City with the ability to remain fiscally stable; improve or stabilize operational efficiencies, improve customer service, and staying attentive to our regulatory environment.

**Plan Highlights/Description**

**Background**

The NW Area of Inver Grove Heights is approximately 4.9 square miles or 3,140 acres and is generally bordered by Interstate 494 on the north, Babcock Trail on the east (County Road 73), the Inver Grove/Eagan border on the west, and Alverno Trail/Courthouse Blvd on the south. The City has planned to extend municipal utilities in a phased approach over the course of 15 – 20 years. At present, municipal utilities have been extended along 80<sup>th</sup> (County Road 28) from the east, north on S. Robert (Hwy 3) to a point in the southeast corner of the intersection of S. Robert and 70<sup>th</sup> St. (County Road 26). The City is currently studying the costs associated with extending municipal utilities to a midway point on 70<sup>th</sup> St. between S. Robert and the Eagan/Inver Grove border.

Within the 3,140 acres, not all of the land can be included for residential, commercial, or industrial development. There are approximately 1,700 developable acres after major roadways, city collector streets, storm water areas, parks, trails, and steep slopes, etc. are identified.

**Population Projections**

It is estimated that the current population of the City of Inver Grove Heights is approximately 34,000 residents. When the NW Area is fully developed the expected population will be 49,000 residents, an increase of 15,000 people or approximately 44%.

It is anticipated that the NW Area will produce a little over 6,000 new residential units of housing mixed between single family, multiple family, townhomes, condos, and apartments. When projecting financing for city infrastructure, the City has used a conservative figure of 80% of the total housing units or approximately 4,800 units.

**Park System Service Ratios:**

| <b>Current Population 34,000</b> |                                   | <b>NW Area Developed</b> | <b>Projected Population 49,000</b> |                          |
|----------------------------------|-----------------------------------|--------------------------|------------------------------------|--------------------------|
|                                  |                                   |                          | <i>Low</i>                         | <i>High</i>              |
| 28 Parks                         | 1,214 residents per park          | 34 Parks                 | 1,441 residents per park           |                          |
| 26 Miles of trails               | 1,307 residents per mile of trail | 36 – 41 Miles of Trails  | 1,361 residents per park           | 1,195 residents per park |
| 609 Acres of Parks               | 56 residents per acre             | 665 - 691 Acres of Parks | 74 residents per acre              | 71 residents per acre    |

*Calculations do not include Inver Wood Golf Course*

**Park Dedication**

The City has a Park Dedication Ordinance that allows the City and developers to work together to provide for parks and trails in the NW Area. When developers propose a development, the City will either require developers to dedicate land or the cash equivalent of land based on the size of the development and our park plan within the area of the proposed development. Current rates for both land dedication and cash dedication are as follows:

| <b>Zoning District</b> | <b>Land Dedication (Percentage Of Land to be Dedicated to the City)</b> |
|------------------------|---|
| A and E-1 and E-2      | to be determined by Council at time of final plat                       |
| R-1 and R-2            | 9%  |
| R-3A and R-3B          | 18%   |
| R-3C                   | 30%   |
| B-1, B-2, B-3, B-4     | 4.5%  |
| I-1 and I-2            | 4.0%  |
| P                      | 4.5%  |

| Zoning District | Cash Contribution Per Residential Unit |
|-----------------|--|
| A, E-1 and E-2  | \$2,850.00 per unit                    |
| R-1 and R-2     | \$2,850.00 per unit                    |
| R-3A and R-3B   | \$4,000.00 per unit                    |
| R-3C            | \$4,900.00 per unit                    |

| Zoning District        | Cash Dedication (Per Acre) |
|------------------------|----------------------------|
| P                      | \$7,000.00 per acre        |
| B-1, B-2, B-3, and B-4 | \$7,000.00 per acre        |
| I-1 and I-2            | \$5,000.00 per acre        |

It is anticipated that the following revenue will be collected through park dedication based on our development assumptions and current park dedication rates:

| Land Use           | Dwelling Units | Dedication per Unit | Acres | Dedication per Acre | Total Dedication    |
|--------------------|----------------|---------------------|-------|---------------------|---------------------|
| Single Family      | 1,559          | \$2,850             |       |                     | \$4,443,150         |
| Multi-Family       | 3,273          | \$4,000             |       |                     | \$13,092,000        |
| Office             |                |                     | 100   | \$7,000             | \$700,000           |
| Commercial         |                |                     | 51    | \$7,000             | \$357,000           |
| Industrial         |                |                     | 168   | \$5,000             | \$840,000           |
| Mixed Use          |                |                     | 20    | \$7,000             | \$140,000           |
| Public/Semi Public |                |                     | 56    | \$5,000             | \$280,000           |
| <b>Total</b>       |                |                     |       |                     | <b>\$19,852,150</b> |

**Assumptions**

Single Family calculated at 80% of 1,949 units; Multi-Family calculated at 80% of 4,091 units

**Land Acquisition**

Over the course of the next 15 – 20 years, the City will use the proposed park and trail plan as a guide to acquire property and develop the park and trail system. Based on current development and proposed development, we anticipate acquiring property for the “C” park located west of S. Robert and south of 70<sup>th</sup> St. in the next 6 – 18 months. Remaining acquisition of land for parks and trails will depend on development patterns.

To date the City has not acquired land for the purposes of public parks in the NW Area.

As is the case in the Argenta Hills development, developers have constructed the start of the public trail system that will help connect neighborhoods, parks, and commercial areas. As more development occurs, the City will work with developers to ensure that our parks are located in good locations and that they are connected through an off-road trail system.

In addition, the City and developers will be working with Dakota County to be sure to incorporate the Mendota/Lebanon Greenway into development plans. Dakota County’s plans include a Trailhead somewhere in the NW area of the City associated with the greenway.

## Park & Trail Development Investments

|                           | <b>Anticipated Size</b> | <b>Potential Amenities</b>  | <b>Probable Development Costs</b>   | <b>Comparison to Existing Park</b> |
|---------------------------|-------------------------|---|---|------------------------------------|
| A                         | 3-6 acres               | <ul style="list-style-type: none"> <li>• Along body of water</li> <li>• Connected by a trail</li> <li>• Playground equipment</li> </ul>   | <ul style="list-style-type: none"> <li>• Land Acquisition \$500,000</li> <li>• Development \$200,000</li> </ul>     | Lions Park                         |
| B                         | 3-6 acres               | <ul style="list-style-type: none"> <li>• Open field</li> <li>• Shelter</li> <li>• Connected by a trail</li> </ul>   | <ul style="list-style-type: none"> <li>• Land Acquisition \$500,000</li> <li>• Development \$200,000</li> </ul>     | Seidl's Lake Park                  |
| C (x's 2)                 | 5-10 acres              | <ul style="list-style-type: none"> <li>• Open field</li> <li>• Playground equipment</li> <li>• Hard surface court(s)</li> <li>• Shelter</li> <li>• Connected by a trail</li> <li>• Off-street parking</li> </ul>                            | <ul style="list-style-type: none"> <li>• Land Acquisition \$500,000</li> <li>• Development \$500,000</li> </ul>     | Sleepy Hollow Park                 |
| D (x's 2)                 | 20-25 acres             | <ul style="list-style-type: none"> <li>• Open field</li> <li>• Playground equipment</li> <li>• Hard surface court(s)</li> <li>• Shelter</li> <li>• Athletic fields</li> <li>• Connected by a trail</li> <li>• Off-street parking</li> </ul> | <ul style="list-style-type: none"> <li>• Land Acquisition \$2,000,000</li> <li>• Development \$1,400,000</li> </ul> | Oakwood Park                       |
| Trails                    | 10 – 15 miles           | <ul style="list-style-type: none"> <li>• 8' – 10' trail</li> <li>• Benches</li> <li>• Trash receptacles</li> <li>• Signage</li> </ul>   | <ul style="list-style-type: none"> <li>• Land Acquisition \$3,000,000</li> <li>• Development \$2,640,000</li> </ul> |                                    |
| Grade-Separated Crossings | 4-6 crossings           | <ul style="list-style-type: none"> <li>• Grade-separated crossings</li> </ul>   | <ul style="list-style-type: none"> <li>• \$4,000,000</li> </ul>   |                                    |
| <b>Total</b>              | <b>56 – 82 acres</b>    |   | <b>\$19,840,000</b>   |                                    |

### Assumptions:

Assumes land is \$100,000 per acre and trail construction is \$40 per lineal foot with a 20' easement/ROW

### Public Process

The City hosted an Open House on Wednesday, June 25<sup>th</sup> at the VMCC. There were a total of 12 people that signed in at the Open House. The Open House was advertised through a press release, on our web site, and an email was sent to a list of developers/landowners in the area. Individual notices were not sent to property owners.

**Park and Recreation Commission Review**

The Park and Recreation Commission reviewed the plan at their July 16<sup>th</sup> meeting and is recommending approval.

**City Council Next Steps**

It is recommended that the Council approve the plan as presented and that the Council authorizing staff to contact individual property owners to inquire about their interest in working with the City on property acquisition for future park(s). Staff would recommend that the City pursue 5-10 acres of land for the "C" park located south of 70<sup>th</sup> and west of S. Robert.

# **PowerPoint Presentation**

# Northwest Area Park Plan

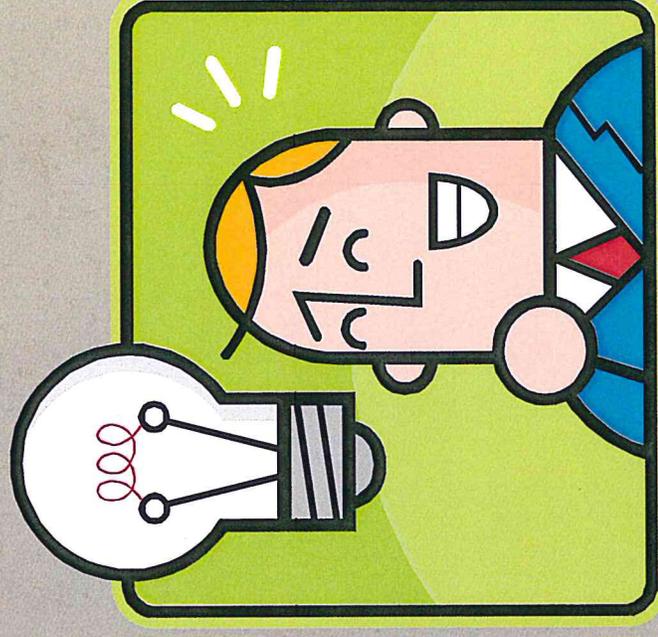
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Inver Grove Heights City Council Work Study Session

8.11.14

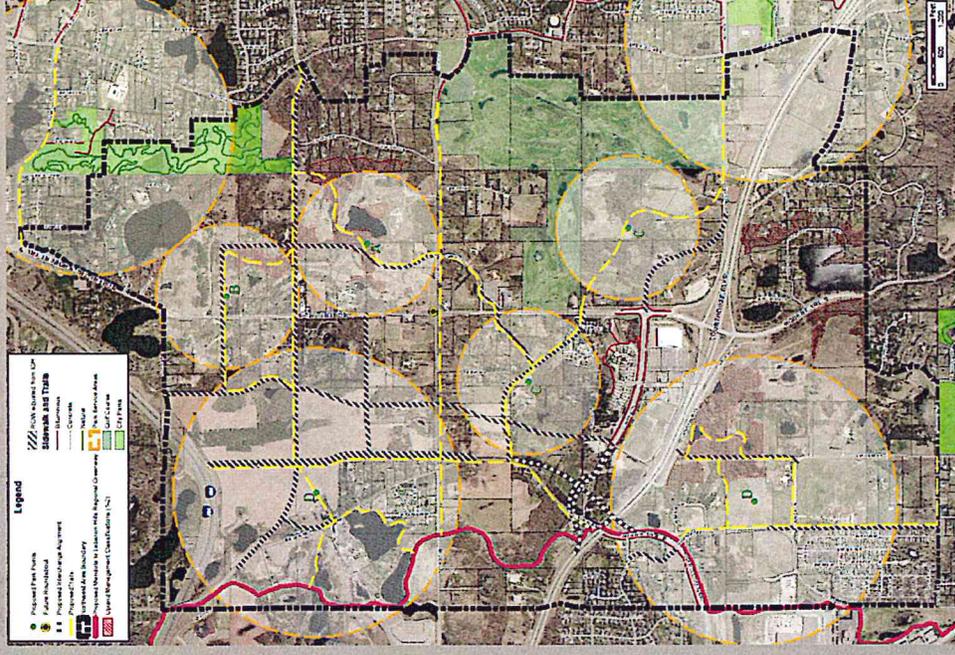
# NW Area Park Planning

- 2007 NW Area Park & Trail Plan
- 2009 - 2030 Comprehensive Plan
- Evaluate Park Service Area(s)
- Connect trails to parks and people
- Mendota/Lebannon Greenway
- Goal is to eventually identify properties to acquire



# Proposed NW Area Park & Trail Plan

- 6 Parks
- Connected by 10-15 miles of trails
- Take advantage of 20% Open Space requirements
- Flexible program space to respond to change in demographics
- Use parks to promote and encourage active living and healthy lifestyles



# Park & Trail System Comparison

| Current Population 34,000 |                                   |
|---------------------------|-----------------------------------|
| 28 Parks                  | 1,214 residents per park          |
| 26 Miles of trails        | 1,307 residents per mile of trail |
| 609 Acres of Parks        | 56 residents per acre             |
| 14 playground sites       | 2,428 residents per site          |

| NW Area Developed Projected Population 49,000 |                          |                          |
|---|--------------------------|--------------------------|
|   | Low                      | High                     |
| 34 Parks                                      | 1,441 residents per park |                          |
| 36 - 41 Miles of Trails                       | 1,361 residents per park | 1,195 residents per park |
| 665 - 691 Acres of Parks                      | 74 residents per acre    | 71 residents per acre    |
| 19 playground sites                           | 2,578 residents per site |                          |

# Anticipated Park Dedication Revenue

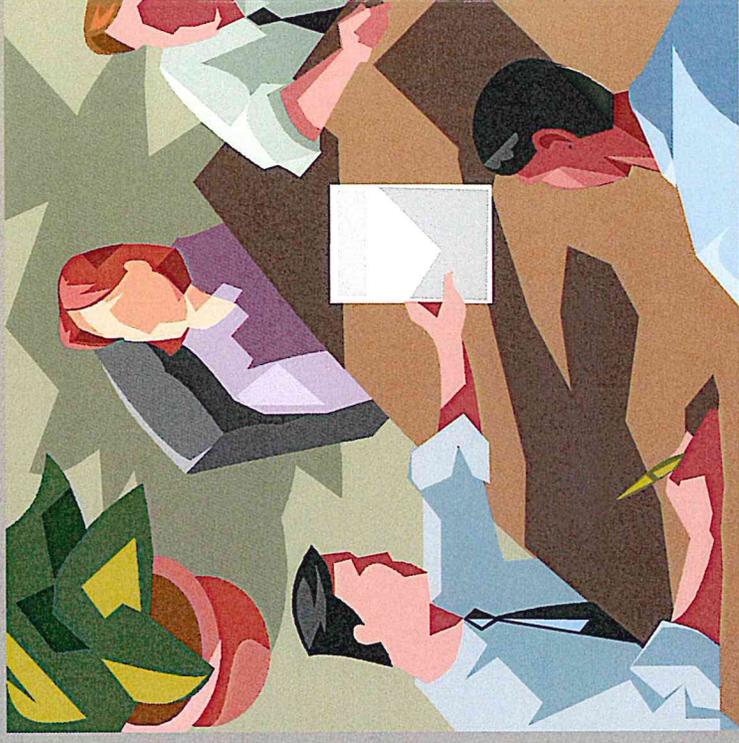
| Land Use           | Dwelling Units | Dedication per Unit | Acres | Dedication per Acre | Total Dedication    |
|--------------------|----------------|---------------------|-------|---------------------|---------------------|
| Single Family      | 1,559          | \$2,850             |       |                     | \$4,443,150         |
| Multi-Family       | 3,273          | \$4,000             |       |                     | \$13,092,000        |
| Office             |                |                     | 100   | \$7,000             | \$700,000           |
| Commercial         |                |                     | 51    | \$7,000             | \$357,000           |
| Industrial         |                |                     | 168   | \$5,000             | \$840,000           |
| Mixed Use          |                |                     | 20    | \$7,000             | \$140,000           |
| Public/Semi Public |                |                     | 56    | \$5,000             | \$280,000           |
| <b>Total</b>       |                |                     |       |                     | <b>\$19,852,150</b> |

# Anticipated Park Development Investments

|                           | Anticipated Size | Potential Amenities   | Probable Development Costs  |
|---------------------------|------------------|---|---|
| A                         | 3-6 acres        | <ul style="list-style-type: none"> <li>• Along body of water</li> <li>• Connected by a trail</li> <li>• Playground equipment</li> </ul>   | <ul style="list-style-type: none"> <li>• Land Acquisition \$500,000</li> <li>• Development \$200,000</li> </ul>     |
| B                         | 3-6 acres        | <ul style="list-style-type: none"> <li>• Open field</li> <li>• Shelter</li> <li>• Connected by a trail</li> </ul>   | <ul style="list-style-type: none"> <li>• Land Acquisition \$500,000</li> <li>• Development \$200,000</li> </ul>     |
| C x 2                     | 5-10 acres       | <ul style="list-style-type: none"> <li>• Open field</li> <li>• Playground equipment</li> <li>• Hard surface court(s)</li> <li>• Shelter</li> <li>• Connected by a trail</li> <li>• Off street parking</li> </ul>                            | <ul style="list-style-type: none"> <li>• Land Acquisition \$500,000</li> <li>• Development \$500,000</li> </ul>     |
| D x 2                     | 20-25 acres      | <ul style="list-style-type: none"> <li>• Open field</li> <li>• Playground equipment</li> <li>• Hard surface court(s)</li> <li>• Shelter</li> <li>• Athletic fields</li> <li>• Connected by a trail</li> <li>• Off street parking</li> </ul> | <ul style="list-style-type: none"> <li>• Land Acquisition \$2,000,000</li> <li>• Development \$1,400,000</li> </ul> |
| Trails                    | 10 - 15 miles    | <ul style="list-style-type: none"> <li>• 8' - 10' trail</li> <li>• Benches</li> <li>• Trash receptacles</li> <li>• Signage</li> </ul>   | <ul style="list-style-type: none"> <li>• Land Acquisition \$3,000,000</li> <li>• Development \$2,640,000</li> </ul> |
| Grade Separated Crossings | 4-6 crossings    | <ul style="list-style-type: none"> <li>• Grade separated crossings</li> </ul>   | <ul style="list-style-type: none"> <li>• \$4,000,000</li> </ul>   |
| <b>Total</b>              | <b>56 - 82</b>   |   | <b>\$19,840,000</b>   |

# Next Steps

- Council provide direction to staff to explore potential property acquisition of future “C” park
- Council provide direction to staff to allow for conversations with property owners

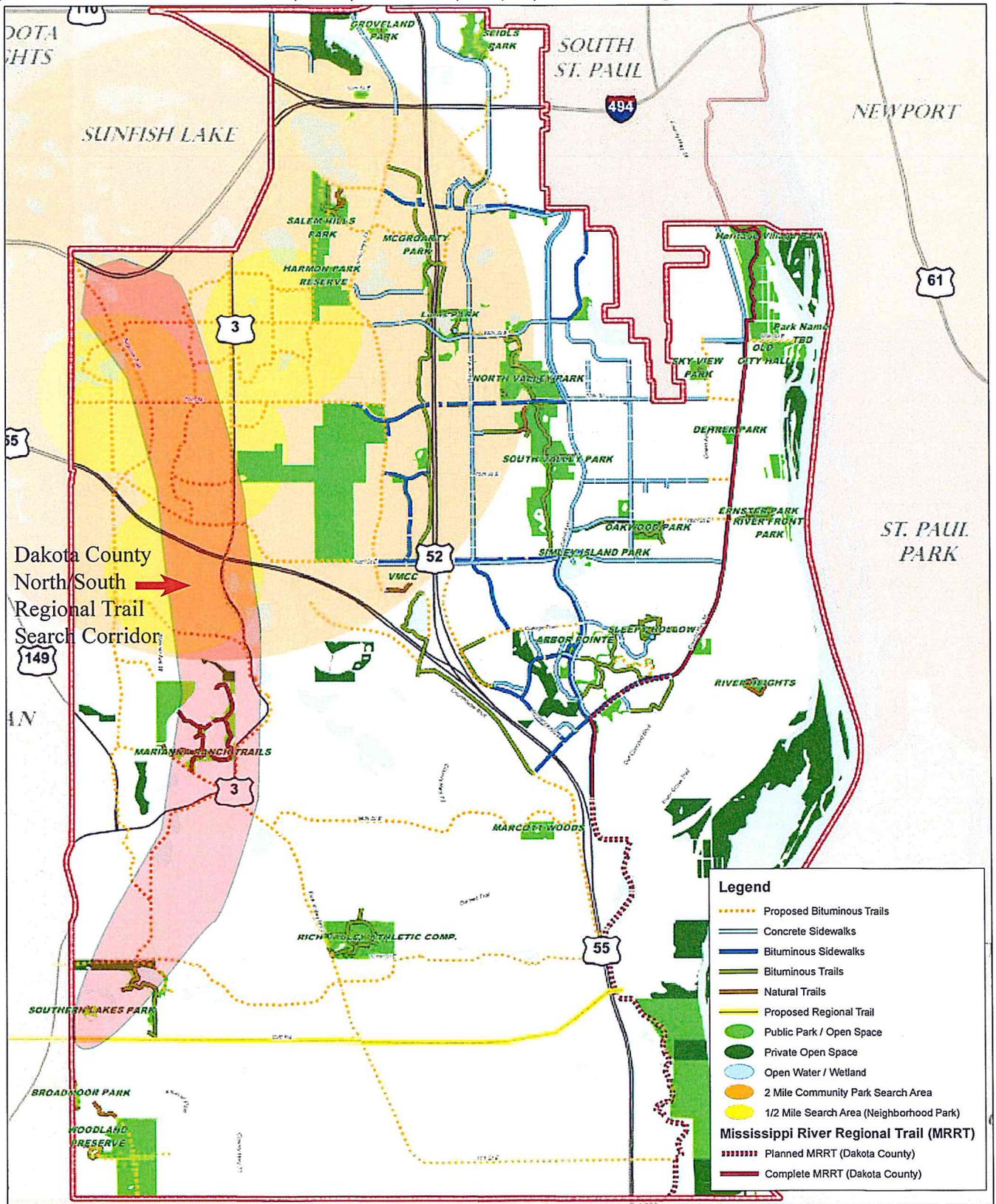


# **Proposed NW Area Park Plan**



# **2030 Comprehensive Park Plan**

Figure 6.7: 2030 Parks, Trails & Open Space Plan (The proposed trail alignments are conceptual.)



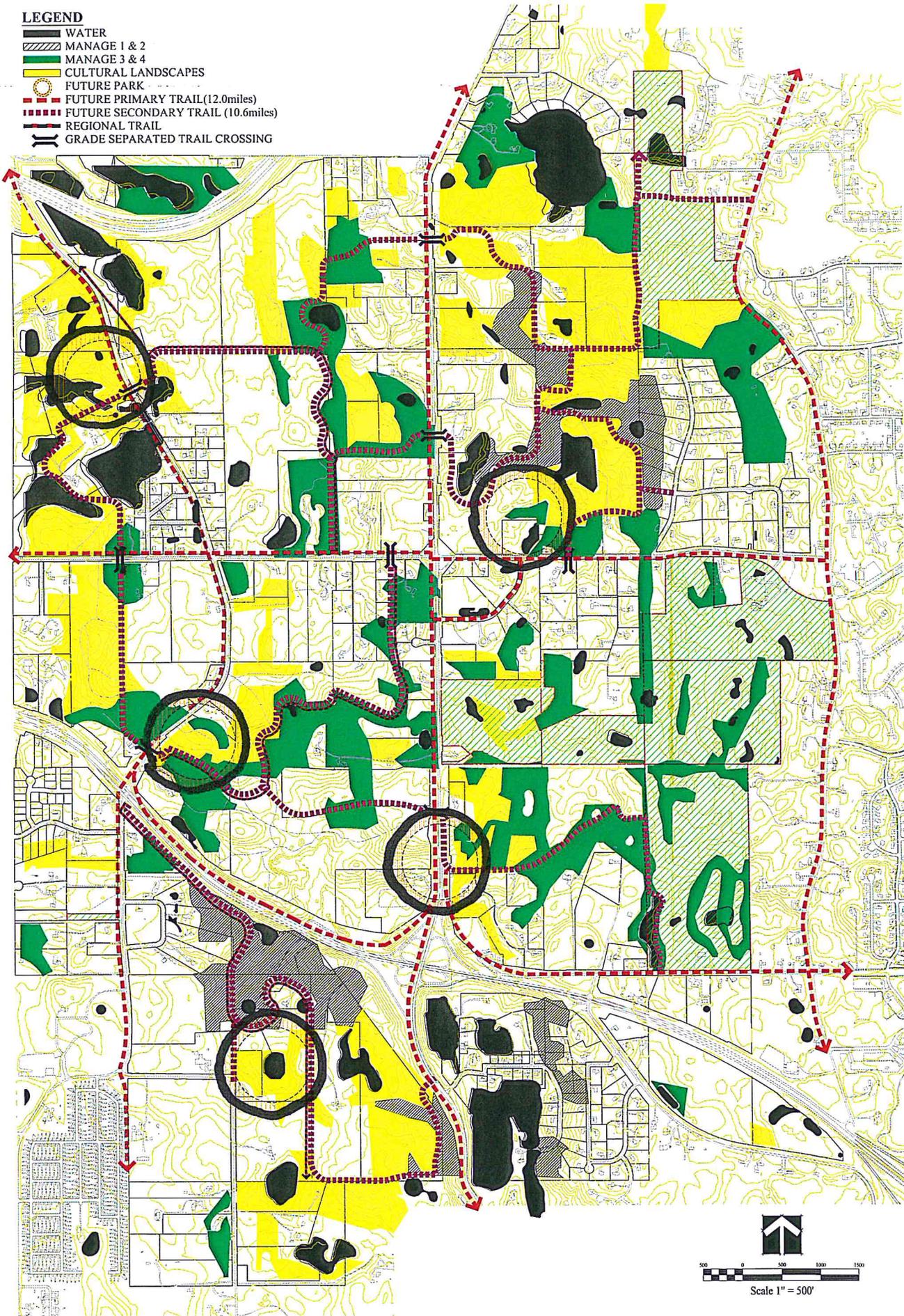
**2030 Parks, Trails and Open Space Plan**

0 0.25 0.5 1 Miles

# **2007 NW Area Park Plan**

**LEGEND**

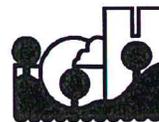
-  WATER
-  MANAGE 1 & 2
-  MANAGE 3 & 4
-  CULTURAL LANDSCAPES
-  FUTURE PARK
-  FUTURE PRIMARY TRAIL (12.0miles)
-  FUTURE SECONDARY TRAIL (10.6miles)
-  REGIONAL TRAIL
-  GRADE SEPARATED TRAIL CROSSING



Prepared by:

 **BRAUER & ASSOCIATES, LTD.**  
LAND USE PLANNING AND DESIGN  
Project # 05-36  
Date: March 29th, 2007

**Inver Grove Heights**  
NW Expansion Area Park System Plan  
**FINAL CONCEPT**



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Joint Powers Agreement with Dakota County and the City of Rosemount for the Pine Bend Area Arterial Connector Study**

Meeting Date: August 11, 2014  
Item Type: Regular  
Contact: Scott D. Thureen, 651-45-2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SAT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Joint Powers Agreement with Dakota County and the City of Rosemount for the Pine Bend Area Arterial Connector Study.

**SUMMARY**

The subject joint powers agreement (JPA) defines the division of responsibility between Dakota County, Inver Grove Heights and the City of Rosemount with regard to the Pine Bend Area Arterial Connector Study. The study area is shown in Figure 1.

This study will consider arterial road corridor alignments for a north-south arterial road connection from County Road 42 in Rosemount, north to County Road 28 in Inver Grove Heights. It will also provide a recommended alignment for a revised Cliff Road-Rich Valley Boulevard-117th Street east-west arterial.

The City and the County have delayed planned projects (the paving of Akron Avenue from Cliff Road to the Rosemount border and major maintenance for 117th Street from Rich Valley Boulevard to TH 52) until this study is completed because the study outcome could change the alignment of a portion of either of these road segments. The results of this study are expected to provide additional support for the planned realignment of Argenta Trail, north of TH 55 and CSAH 28, as well as a future interchange at Argenta Trail and I-494. The study will also lead to a plan and schedule for the County to take over 117th Street.

The JPA presents the funding cost sharing per the County policy (55% County, 45% cities). Inver Grove Heights and Rosemount are splitting the 45 percent City share, with Inver Grove Heights paying 30 percent and Rosemount is paying 15 percent. This is due to the fact that over 60 percent of the north-south corridor study is in Inver Grove Heights and all of the east-west corridor study is in Inver Grove Heights.

This study has been in the City's CIP for a number of years. Funding of the City's share (estimated to be \$50,000) is recommended to come from the Municipal State Aid funds.

SDT/kf  
Attachments: Resolution  
JPA  
Figure 1

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A  
JOINT POWERS AGREEMENT WITH DAKOTA COUNTY AND THE CITY OF ROSEMOUNT  
FOR THE PINE BEND AREA ARTERIAL CONNECTOR STUDY**

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

**WHEREAS**, the City of Inver Grove Heights, Dakota County and the City of Rosemount desire to complete a study to identify an alignment for an arterial connector street from County Road 42 in Rosemount, north to CSAH 28 in Inver Grove Heights; and

**WHEREAS**, the City of Inver Grove Heights and Dakota County desire to complete a study to determine the alignment of a future reconstruction of an east-west arterial encompassing portions of Cliff Road, Rich Valley Boulevard and 117th Street East in Inver Grove Heights; and

**WHEREAS**, due to the physical overlap of the study areas and the potential impact of one study the other, it is desired to combine the studies of the north-south and the east-west arterial corridor; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Inver Grove Heights enter into an agreement with Dakota County and the City of Rosemount for the Pine Bend Area Arterial Connector Study.

**BE IT FURTHER RESOLVED**, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for an on behalf of the City all of the contractual obligations contained therein.

**BE IT FURTHER RESOLVED**, that the City's share of the study cost shall be funded using Municipal State Aid funds.

Approved by the City Council of Inver Grove Heights this 11th day of August 2014.

AYES:

NAYS:

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

ATTEST:

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

**JOINT POWERS AGREEMENT**

**DAKOTA COUNTY**

**TRANSPORTATION DEPARTMENT**

**AGREEMENT FOR**

**PRELIMINARY ENGINEERING**

**BETWEEN**

**THE COUNTY OF DAKOTA**

**AND**

**THE CITY OF INVER GROVE HEIGHTS**

**AND**

**THE CITY OF ROSEMOUNT**

**FOR**

**COUNTY PROJECT NO. 97-111**

**INVER GROVE HEIGHTS PROJECT NO. \_\_\_\_\_**

**ROSEMOUNT'S PROJECT NO. \_\_\_\_\_**

**TO**

Conduct the Dakota County Arterial Connector – Pine Bend Area Study. The study area is bounded by County State Aid Highway (CSAH) 28 (80<sup>th</sup> Street / Yankee Doodle Road) to the north, Trunk Highway (TH) 52 to the east, CSAH 42 to the south, and the Eagan / Inver Grove Heights border to the west in the Cities of Inver Grove Heights and Rosemount, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "Inver Grove Heights", and the City of Rosemount, referred to in this Agreement as "Rosemount" (collectively the "Cities"); and witnesses the following:

WHEREAS, under MINNESOTA STATUTES §§ 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to conduct the Dakota County Arterial Connector – Pine Bend Area Study of the area bounded by County State Aid Highway (CSAH) 28 (80<sup>th</sup> Street / Yankee Doodle Road) to the north, Trunk Highway (TH) 52 to the east, CSAH 42 to the south, and the Eagan / Inver Grove Heights border to the west in the Cities of Inver Grove Heights and Rosemount", Dakota County, the "Project"; and

WHEREAS, the County and the Cities require professional services as set forth in this Agreement to conduct the Dakota County Arterial Connector – Pine Bend Area Study to provide a vision for the roadway system in this area including identifying roadway alignments and future connections; and

WHEREAS, The County will be the lead agency for the Project and will be responsible for completing all contract administration and design work necessary to complete the preliminary engineering.

NOW, THEREFORE, it is agreed that the County and the Cities will share Project responsibilities and jointly participate in the Project costs associated with the Dakota County Arterial Connector – Pine Bend Area Study including consulting costs, County and Cities labor costs, any and all costs incurred as a result of the related activities as described in the following sections:

1. Dakota County Arterial Connector – Pine Bend Area Study and preliminary design: The study and preliminary design will provide a public involvement process, final concept design, and preliminary engineering of the area hereinafter referred to as "study". This area includes:
  - CSAH 28 (80<sup>th</sup> Street / Yankee Doodle Road) to the north
  - TH 52 to the east
  - CSAH 42 to the south
  - The Eagan / Inver Grove Heights border to the west.

A public involvement process will be used to engage the community and evaluate alternatives. The study is anticipated to be completed by spring, 2015. In accordance with the adopted County cost participation policy, the County will be responsible for fifty five (55) percent of the study cost, Inver

Grove Heights will be responsible for thirty (30) percent and Rosemount will be responsible for fifteen (15) percent of the study cost.

2. Plans and Specifications. The County Transportation Department staff sent a Request for Proposals (RFP) to consulting firms with applicable transportation engineering expertise and received three proposals. Transportation staff and Cities' staff evaluated the proposals based on Project understanding and approach, methodology for completing the work, staff experience, and a detailed work plan. The County and Cities determined the proposal of SRF Consulting Group provided the most complete understanding of the Project and services needed for the project to effectively deliver the study on schedule in a cost effective manner. Completion of the Project will provide the County and the City with:
  - A public involvement process and alternatives development and evaluation which will result in a highway network vision for the area and roadway information to aid in moving forward with preliminary design of projects in the CIP under separate contracts.
3. Payment. The County will act as the paying agent for payments to the consultant. Payments to the consultant will be made as the Project work progresses and when certified for payment by the Dakota County Engineer. The County, in turn, will bill the Cities for their share of the professional services as specified in Paragraph 1. Upon presentation of an itemized claim by the invoicing agency, the receiving agency will reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation with the consultant and documentation of actual costs incurred in carrying out the work.
4. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by all governing bodies prior to execution of work.
5. Amendments. Any amendments to this Agreement will be effective only after approval by all governing bodies and execution of a written amendment document by duly authorized officials of each body.
6. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed.
7. Rules and Regulations. The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures for the Project, unless amended by the contract specifications.

8. Indemnification. The County agrees to defend, indemnify, and hold harmless the Cities against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. Each City agrees to defend, indemnify, and hold harmless the County and the other City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against any party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

9. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the Cities for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Cities. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the Cities.

10. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Cities and the County relevant to the Agreement are subject to examination by the County or the Cities and either the Legislative Auditor or the State Auditor as appropriate. The Cities and County agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

11. Data Practices. All data created, collected, received, stored, used, maintained or disseminated by SRF Consulting Group are subject to the requirements of Minnesota Statutes Chapter 13.

12. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the Cities and the County regarding the Project; whether written or oral. All parties will be bound by the recommendations of the consultant, subject to the final decision-making authority of the governing bodies of each agency with respect to road improvements within their respective areas of responsibility.

13. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3<sup>rd</sup> Floor, Apple Valley, MN 55124-8579, phone (952) 891-7100, or his successor. The City of Inver Grove Heights authorized representative for the purpose of the administration of this Agreement is Scott

Thureen, City Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN. 55077, phone (651) 450-2500, or his successor. The City of Rosemount authorized representative for the purpose of administration of this Agreement is Andrew Brotzler, City Engineer, 2875 145<sup>th</sup> Street West, Rosemount MN. 55068, phone (651) 423-4411, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. All parties may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

**CITY OF INVER GROVE HEIGHTS**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Public Works Director

By \_\_\_\_\_  
Mayor

(SEAL)

By \_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

-----  
**CITY OF ROSEMOUNT**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Public Works Director

By \_\_\_\_\_  
Mayor

(SEAL)

By \_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
County Engineer

By \_\_\_\_\_  
Physical Development Director

Date \_\_\_\_\_

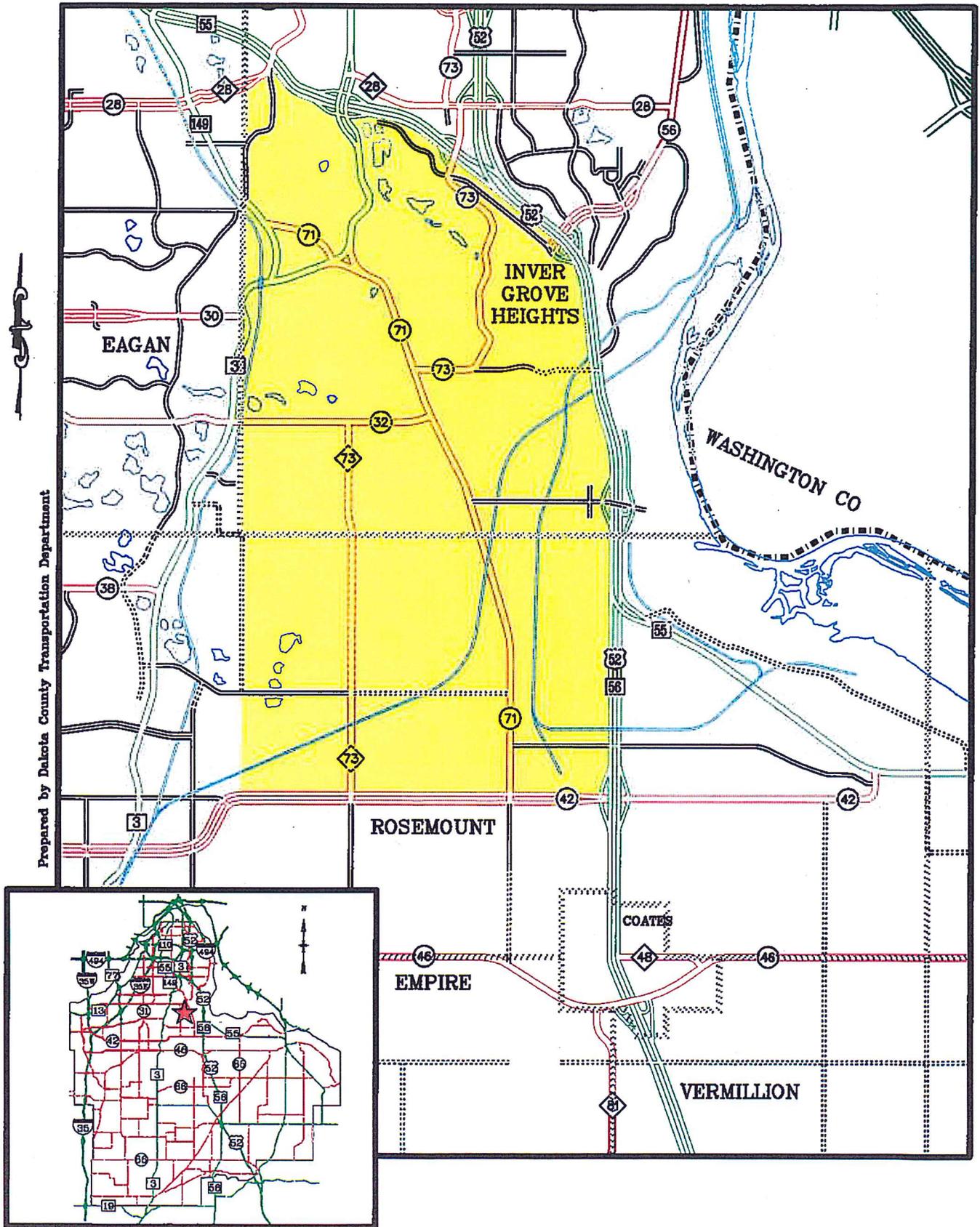
APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney      Date

COUNTY BOARD RESOLUTION

No. 14-\_\_\_\_\_ Date July 29, 2014

# ARTERIAL CONNECTOR STUDY— PINE BEND AREA



Prepared by Dakota County Transportation Department

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving the Joint Powers Agreement with Dakota County for City Project No. 2014-04 – Cliff Road Turn Lanes and Ordering the Project**

Meeting Date: August 11, 2014  
Item Type: Regular  
Contact: Scott D. Thureen, 651-450-2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SAT*

**Fiscal/FTE Impact:**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <input type="checkbox"/>            | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | New FTE requested – N/A            |
| <input checked="" type="checkbox"/> | Other: Municipal State Aid Funds   |

**PURPOSE/ACTION REQUESTED**

In response to numerous requests from residents of Inver Grove Heights over a period of many years, Dakota County agreed to consider a project to improve the segment of Cliff Road from Weston Hills Drive to east of Alison Way/Albavar Path. The project (County Project No. 32-77, City Project No. 2014-04) would add left and/or right turn lanes on Cliff Road at its intersection with Weston Hills Drive, Alison Way (west and east intersections) and Albavar Path.

The County has prepared construction plans and specifications and has received Mn/DOT State Aid approval. That approval allows both the County and the City to use State Aid funds for the project. The City's estimated share of the cost (using the County's cost sharing policy of 55% County, 45% City) is \$190,000. I propose using Municipal State Aid funds for the project.

The project would be bid this year. If prices were deemed to be too high (which might be the case given the late date), the project would be rebid next winter for construction in the spring of 2015.

I recommend approval of the resolution.

SDT/kf

Attachments: Resolution  
Joint Powers Agreement  
Plan sheets 1, 11-13

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A  
JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR CONSTRUCTION OF  
COUNTY PROJECT 32-77 (CITY PROJECT NO. 2014-04, CLIFF ROAD TURN LANES)**

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

**WHEREAS**, the City of Inver Grove Heights has reviewed and approved the construction plan for the County Project No. 32-77 (City Project No. 2014-04, Cliff Road Turn Lanes).

**WHEREAS**, the project includes the construction of left and right turn lanes on Cliff Road in Inver Grove Heights at its intersection with Weston Hills Drive, Alison Way (east and west intersections) and Albavar Path; and

**WHEREAS**, the City of Inver Grove Heights and Dakota County desire to make these safety improvements; and

**WHEREAS**, an agreement has been prepared the addresses the cost and the responsibilities for the two governmental agencies.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Inver Grove Heights enter into an agreement with Dakota County for construction for County Project No. 32-77 (City Project No. 2014-04, Cliff Road Turn Lanes) in the City of Inver Grove Heights.

**BE IT FURTHER RESOLVED**, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for an on behalf of the City all of the contractual obligations contained therein.

**BE IT FURTHER RESOLVED**, that City Project No. 2014-04 is ordered for construction and that the City's share of the cost shall be funded using Municipal State Aid funds.

Approved by the City Council of Inver Grove Heights this 11th day of August 2014.

AYES:

NAYS:

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

ATTEST:

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

*Contract No. C0026026*

**JOINT POWERS AGREEMENT**

**FOR**

**WIDENING AND TURN LANE CONSTRUCTION**

**BETWEEN**

**THE COUNTY OF DAKOTA**

**AND**

**THE CITY OF INVER GROVE HEIGHTS**

**FOR**

**COUNTY PROJECT NO. 32-77**

**CITY PROJECT NO. 2014-04**

**FOR THE**

Widening and resurfacing of County State Aid Highway (CSAH) 32 (Cliff Road) from Weston Hills Drive to east of Alison Way/Albavar Path to add left and right turn lanes in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County", and the City of Inver Grove Heights, referred to in this Agreement as "the City".

WHEREAS, under MINNESOTA STATUTES §§ 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to widen and resurface CSAH 32 (Cliff Road) from Weston Hills Drive to east of Alison Way/Albavar Path to add left and right turn lanes in Inver Grove Heights (the "Project"); and

WHEREAS, the County and the City have included this Project in their Capital Improvement Programs and will jointly participate in the costs of said turn lane construction.

NOW, THEREFORE, it is agreed that the County and the City will share Project responsibilities; and jointly participate in the costs associated with the Project, and related activities as described in the following sections:

1. Engineering and Inspection. The County shall perform, internally and/or with the assistance of outside consultants, the engineering, construction engineering, construction management, construction inspection and all related materials testing for the Project. The work described in this paragraph shall constitute "Engineering and Inspection" and shall be referred to as such in this Agreement. Engineering and Inspection Costs shall be shared in the amount of fifty-five percent (55%) by the County and forty-five percent (45%) by the City.
2. Turn Lane Construction (CSAH 32). The costs for the construction of the Project shall be shared in the amount of fifty-five percent (55%) by the County and forty-five percent (45%) by the City. Cost sharing includes all highway construction items; replacement or adjustment of water, sanitary sewer and storm sewer systems, if required due to construction; relocating or adjusting privately owned utilities when not performed

at the expense of the utility; and all other construction aspects outlined in the plan except for elements as called out under this agreement or the current Dakota County Transportation Plan.

3. Plans and Specifications. The County shall prepare the complete plans, specifications and contract documents for the Project consistent with State Aid design standards and the Dakota County Transportation Plan. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.

4. Payment. The County will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the County Engineer. The County, in turn, will bill the City for its share of the Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

5. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by all parties prior to execution of work.

6. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

7. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2015.

8. Final completion. Final completion of the construction Project must be approved by both parties.

9. Pavement Maintenance. Upon acceptance of the Project, the County shall be responsible for all pavement maintenance within County right-of-way unless necessitated by a failure of a municipal utility system or installation of new facilities.

10. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation by the City within the County highway right-of-way is necessary to repair or install water, sewer, or other city utilities, the City shall restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.

11. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

12. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain

separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

13. Employees. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible for any employees of the City under the Worker's Compensation Act or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged.

14. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.

15. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the County and the City regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the roadway construction provided for in this Agreement.

16. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3<sup>rd</sup> Floor, Apple Valley, MN 55124-8579, phone (952) 891-7100, or his successor. The City's authorized representative for the purpose of the administration of this Agreement is Scott Thureen, Public Works

County Project No.32-77; City Project No.2014-04  
Contract No. C0026026  
June 11, 2014

Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, phone (651) 450-2571, or his successor.  
All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. All parties may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

**CITY OF INVER GROVE HEIGHTS**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Public Works Director

By \_\_\_\_\_  
Mayor

(SEAL)

By \_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

-----  
**DAKOTA COUNTY**

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Engineer

\_\_\_\_\_  
Assistant County Attorney / Date

By: \_\_\_\_\_  
County Administrator

COUNTY BOARD RESOLUTION:

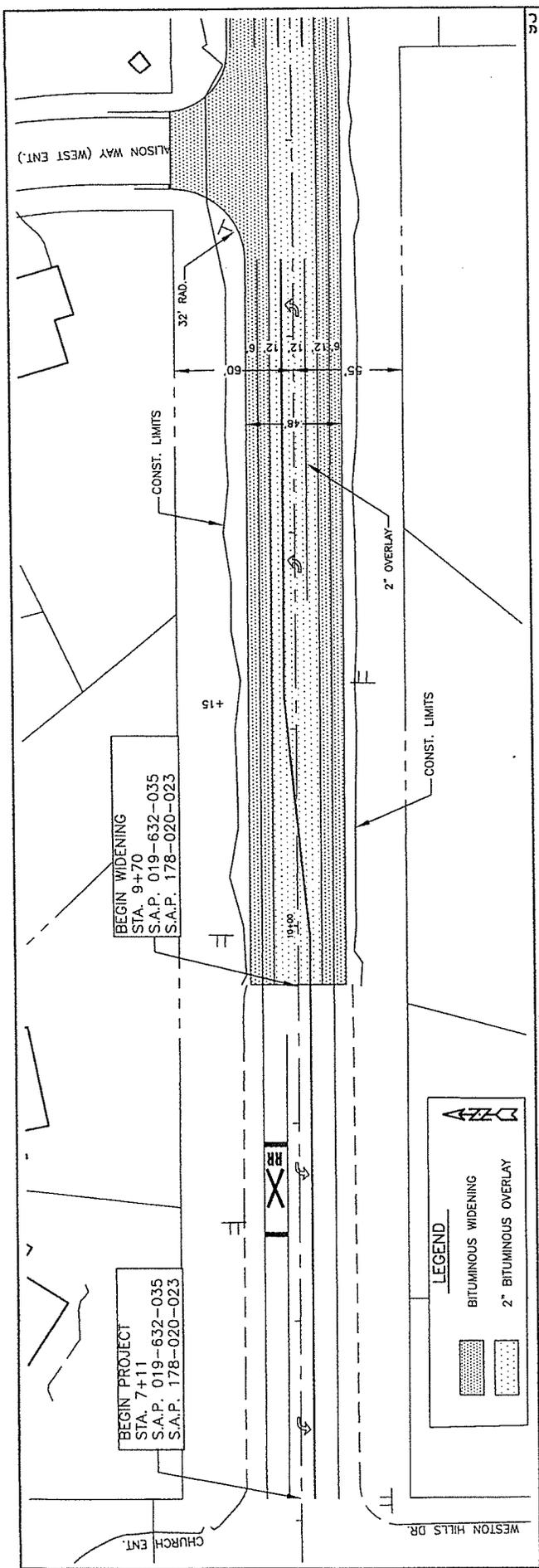
No: 14-341    Date: July 8, 2014

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

KS-\_\_\_\_\_

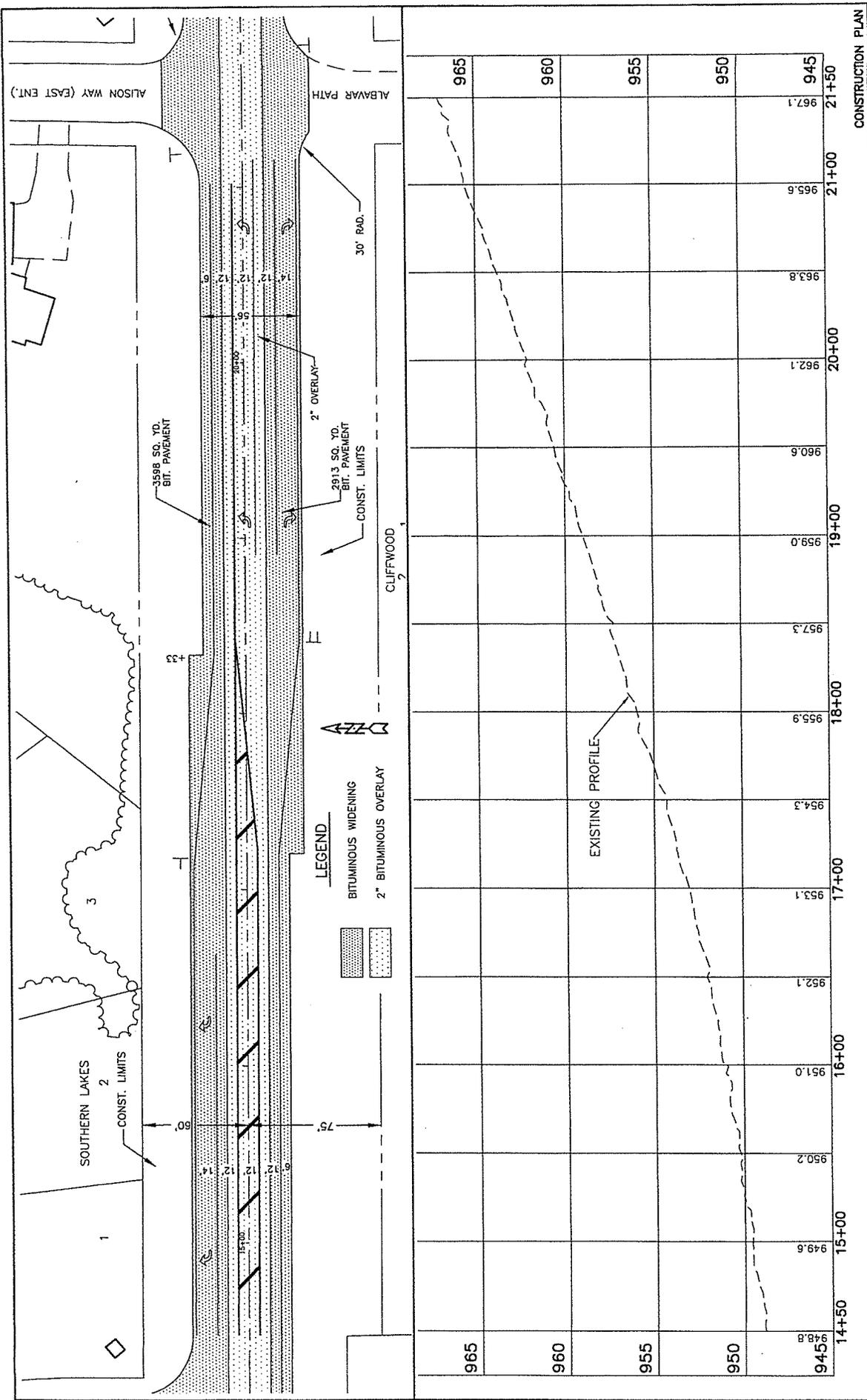






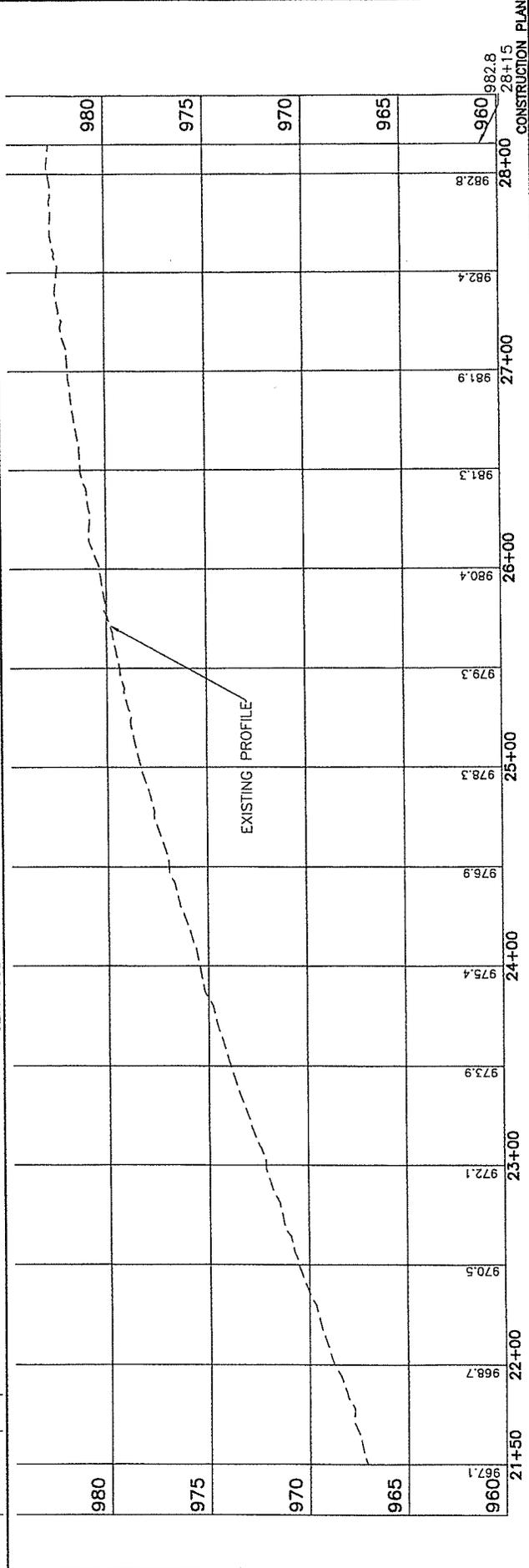
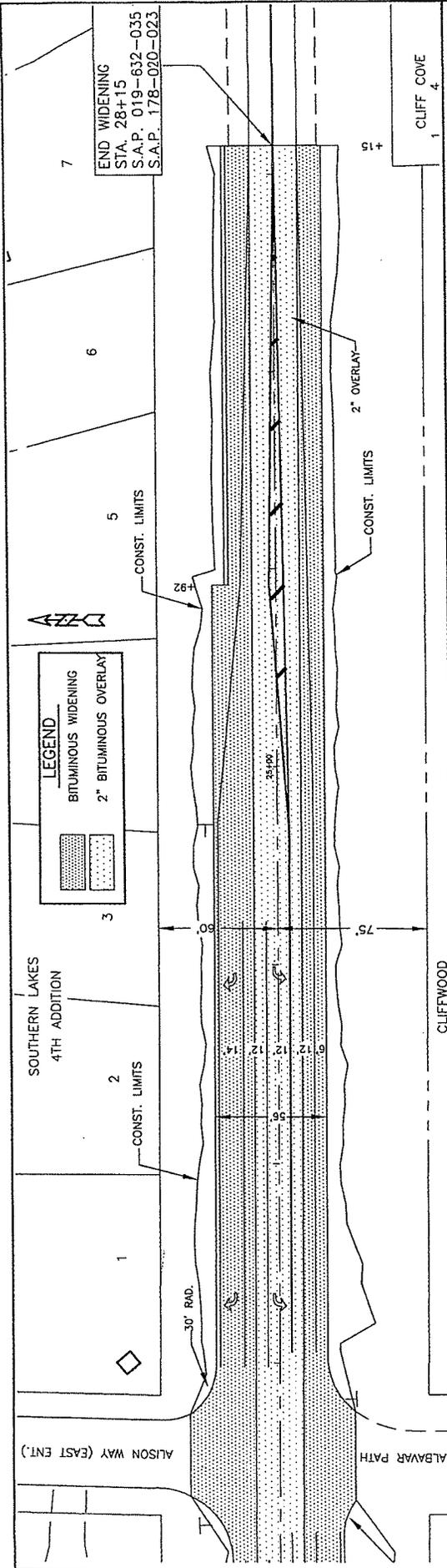
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| 950 | 945 | 940 | 935 | 930 | 925 | 920 | 915 | 910 | 905 | 900 | 895 | 890 | 885 | 880 | 875 | 870 | 865 | 860 | 855 | 850 | 845 | 840 | 835 | 830 | 825 | 820 | 815 | 810 | 805 | 800 | 795 | 790 | 785 | 780 | 775 | 770 | 765 | 760 | 755 | 750 | 745 | 740 | 735 | 730 | 725 | 720 | 715 | 710 | 705 | 700 | 695 | 690 | 685 | 680 | 675 | 670 | 665 | 660 | 655 | 650 | 645 | 640 | 635 | 630 | 625 | 620 | 615 | 610 | 605 | 600 | 595 | 590 | 585 | 580 | 575 | 570 | 565 | 560 | 555 | 550 | 545 | 540 | 535 | 530 | 525 | 520 | 515 | 510 | 505 | 500 | 495 | 490 | 485 | 480 | 475 | 470 | 465 | 460 | 455 | 450 | 445 | 440 | 435 | 430 | 425 | 420 | 415 | 410 | 405 | 400 | 395 | 390 | 385 | 380 | 375 | 370 | 365 | 360 | 355 | 350 | 345 | 340 | 335 | 330 | 325 | 320 | 315 | 310 | 305 | 300 | 295 | 290 | 285 | 280 | 275 | 270 | 265 | 260 | 255 | 250 | 245 | 240 | 235 | 230 | 225 | 220 | 215 | 210 | 205 | 200 | 195 | 190 | 185 | 180 | 175 | 170 | 165 | 160 | 155 | 150 | 145 | 140 | 135 | 130 | 125 | 120 | 115 | 110 | 105 | 100 | 95 | 94 | 94 | 94 | 93 |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|----|----|----|

WESTON HILLS DR. CHURCH ENT. ALISON WAY (WEST ENT.)  
 BEGIN PROJECT  
 STA. 7+11  
 S.A.P. 019-632-035  
 S.A.P. 178-020-023  
 BEGIN WIDENING  
 STA. 9+70  
 S.A.P. 019-632-035  
 S.A.P. 178-020-023  
 32' RAD.  
 CONST. LIMITS  
 2" OVERLAY  
 CONST. LIMITS  
 +15  
 19100  
 942.0 942.5 943.3 944.0 944.6 945.3 946.1 946.7 947.2 948.1 948.8  
 9+70 10+00 11+00 12+00 13+00 14+00 14+50  
 CONSTRUCTION PLAN  
 LEGEND  
 BITUMINOUS WIDENING  
 2" BITUMINOUS OVERLAY  
 EXISTING PROFILE  
 VERT. SCALE: 1" = 10'  
 HORIZ. SCALE: 1" = 50'  
 CERTIFIED BY: [Signature]  
 LIC. NO. 20396  
 LICENSED ENGINEER  
 DAKOTA COUNTY, MN. PROJECT NO. 32-77 C.S.A.H. 32 S.A.P. 019-632-035 S.A.P. 178-020-023 SHEET 11 OF 29 SHEETS



| Station | 945   | 950 | 955 | 960 | 965 |
|---------|-------|-----|-----|-----|-----|
| 14+50   | 948.8 |     |     |     |     |
| 15+00   | 949.6 |     |     |     |     |
| 15+50   | 950.2 |     |     |     |     |
| 16+00   | 951.0 |     |     |     |     |
| 16+50   | 952.1 |     |     |     |     |
| 17+00   | 953.1 |     |     |     |     |
| 17+50   | 954.3 |     |     |     |     |
| 18+00   | 955.9 |     |     |     |     |
| 18+50   | 957.3 |     |     |     |     |
| 19+00   | 959.0 |     |     |     |     |
| 19+50   | 960.6 |     |     |     |     |
| 20+00   | 962.1 |     |     |     |     |
| 20+50   | 963.8 |     |     |     |     |
| 21+00   | 965.6 |     |     |     |     |
| 21+50   | 967.1 |     |     |     |     |

CONSTRUCTION PLAN  
 SHEET 12 OF 29 SHEETS  
 S.A.P. 019-632-035  
 S.A.P. 178-020-023  
 C.S.A.H. 32  
 PROJECT NO. 32-77  
 DAKOTA COUNTY, MN.  
 LIC. NO. 20386  
 LIC. NO. 20386  
 CERTIFIED BY  
 LICENSED ENGINEER



END WIDENING  
 STA. 28+15  
 S.A.P. 019-632-035  
 S.A.P. 178-020-023

SOUTHERN LAKES  
 4TH ADDITION

ALBVAR PATH

CLIFFWOOD

CLIFF COVE

CONST. LIMITS

2" OVERLAY

30' RAD.

LEGEND:  
 BITUMINOUS WIDENING  
 2" BITUMINOUS OVERLAY

EXISTING PROFILE

VERT. SCALE: 1" = 10'  
 HORZ. SCALE: 1" = 50'

CERTIFIED BY: *[Signature]* LIC. NO. 203866/2014 LICENSED ENGINEER

PROJECT NO. 32-77 C.S.A.H. 32 DAKOTA COUNTY, MN.

SHEET 13 OF 28 SHEETS