

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**-REVISED-**  
**MONDAY, MARCH 9, 2015**  
**8150 BARBARA AVENUE**  
**7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS

A. National Nutrition Month Proclamation

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 – February 23, 2015 Regular City Council Meeting \_\_\_\_\_

B. Resolution Approving Disbursements for Period Ending March 4, 2015 \_\_\_\_\_

C. Resolution Awarding Contract for Demolition of 6845 Dixie Avenue East, 6836 Dickman Trail, and 6549 Doffing Avenue East to Max Steininger \_\_\_\_\_

D. Change Order No. 8 and Pay Voucher No. 6 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 \_\_\_\_\_

E. Resolution Accepting Individual Project Order (IPO) 19B for Additional Final Design and Construction Phase Services for City Project No. 2014–09D, College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction \_\_\_\_\_

F. Resolution Accepting Individual Project Order (IPO) 20A for Additional Final Design and Construction Phase Services for City Project No. 2014–06, Blaine Avenue Retaining Wall Replacement \_\_\_\_\_

G. Resolution Authorizing the Submittal of Grant Applications for the Community Conservation Partnership (CCP) with Dakota County Soil and Water Conservation District for City Project No. 2015–09E – 47<sup>th</sup> Street Area Reconstruction for the Boyd Avenue Biofiltration Basin and Bower Court Hydrodynamic Separator \_\_\_\_\_

H. Approve Therapeutic Massage License \_\_\_\_\_

I. Amend Official City Council Schedule \_\_\_\_\_

J. Award Contract for Installation of Rooftop Heating Units at Fire Station 3 \_\_\_\_\_

K. Approve Temporary Liquor License – Inver Hills Community College Foundation \_\_\_\_\_

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:**

**PUBLIC WORKS:**

A. **CITY OF INVER GROVE HEIGHTS:** Argenta Trail North Study Area Update, Alignment 3A

**COMMUNITY DEVELOPMENT:**

B. **RYLAND HOMES:** Consider a Resolution relating to the Final Plat and Final PUD Development Plans for Blackstone Vista \_\_\_\_\_

C. **ROOTY'S DEN, LLC & LES JEPSEN:** Consider the following Resolutions for the A&W property located at 9061 Buchanan Trail:

i) Resolution Amending the Final PUD Development Plan and related agreements for A&W to allow for an Expansion of the Building and to Allow One Free Standing Sign on the Property \_\_\_\_\_

ii) Resolution Amending the Approved Conditions of Approval for Arbor Pointe 14<sup>th</sup> Addition to allow One Free Standing Sign on the Subject Property \_\_\_\_\_

**FINANCE:**

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

i) Approve 2014 & 2015 Transfers \_\_\_\_\_

ii) Approve Carryover of Unused Budget Appropriations \_\_\_\_\_

**ADMINISTRATION:**

E. **CITY OF INVER GROVE HEIGHTS:** Consider Approval of Lease Agreement with Criminal Justice Information Integration Network (CJIIN) Program through Dakota County \_\_\_\_\_

8. **MAYOR & COUNCIL COMMENTS**

9. **EXECUTIVE SESSION**

A. Update on Union Negotiations

B. Consideration of Termination of Employment

10. **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)



**CITY OF INVER GROVE HEIGHTS  
MAYORAL PROCLAMATION**

**WHEREAS**, food is the substance by which life is sustained; and

**WHEREAS**, the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

**WHEREAS**, there is a need for continuing nutrition education and a wide-scale effort to enhance access to healthy food and healthy eating;

**NOW, THEREFORE**, I, George Tourville, Mayor of Inver Grove Heights, do hereby proclaim the month of March NATIONAL NUTRITION MONTH® in 2015 and encourage all citizens to join the campaign for better nutrition for themselves and others in the goal of achieving optimal health.

**IN WITNESS WHEREOF** I have hereto set my hand and caused the seal of Inver Grove Heights to be affixed.

Done on this 9<sup>th</sup> day of March, 2015.

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George Tourville, Mayor

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, FEBRUARY 23, 2015 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, February 23, 2015, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, Public Works Director Thureen, Parks and Recreation Director Carlson, Chief Stanger, Chief Thill, and Deputy Clerk Kennedy

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

- A. i) Minutes – February 2, 2015 City Council Work Session
- ii) Minutes – February 9, 2015 Special City Council Meeting
- iii) Minutes – February 9, 2015 Regular City Council Meeting
- B. **Resolution No. 15-23** Approving Application for Fiscal Year 2015 Dakota County Community Development Block Grant Funding
- C. Approve Purchase of Golf Course Capital Equipment
- D. **Resolution No. 15-24** Approving Conveyance of Property to Macalester College and Granting of an Easement by Macalester College to the City of Inver Grove Heights
- E. Personnel Actions

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

**Ayes: 5**

**Nays: 0            Motion carried.**

**5. PUBLIC COMMENT:**

Joe Beckers, 5058 Brent Ave. E., stated there was a meeting within the last week regarding the reconstruction of Brent Avenue. He expressed concern that residents were informed the City was the project until there was another street project large enough to include the Brent Avenue component. He explained his main concern was not the condition of the street. He stated the main problem was the manhole at the end of 51<sup>st</sup> Street and Brent Avenue. He opined the manhole was too high and would not allow the water to flow off of the street properly. He suggested that the manhole cover be lowered by eight (8) inches to allow water to runoff the street. He stated the street project had been delayed many times and the residents had been told for 20 years that it would be attached to another project. He asked the Council to help expedite the process to at least fix the manhole cover to get the water off of the street.

Mr. Thureen stated a summary of the meeting that was held with the neighborhood would be provided to the Council for review.

**6. PUBLIC HEARINGS:**

**A. CITY OF INVER GROVE HEIGHTS:** Consider Resolutions Ordering Projects, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2015 Pavement Management Program, City Project No. 2015-09E, 47<sup>th</sup> Street Area Reconstruction, and the 2015 Improvement Program, City Project No. 2015-14, 47<sup>th</sup> Street Area Water and Sanitary Sewer Improvements and Rehabilitation

Steve Dodge, Assistant City Engineer, explained the general improvements proposed for the area included segments of full reconstruction, segments of mill and overlay, and drainage improvements. He added that some of the fully reconstructed segments would also receive water main and sewer improvements. The total cost for the street reconstruction project (2015-09E) was estimated to be \$3,296,725 and \$788,005 was proposed to be assessed, approximately 24% of the total project cost. The total cost for the water and sanitary sewer improvement project (2015-14) was estimated to be \$841,930. The benefit appraisal report for the project recommended utilizing an assessment cap of \$6,000 for single family parcels. The appraiser recommended an assessment cap of \$3,000 for a single family parcel that

only received drainage improvements. He noted there were five (5) such parcels located on 46<sup>th</sup> Street. The appraiser also analyzed the special benefit for the Church parcel and recommended an assessment of \$55,000. He explained even though the proposed assessments were included in a preliminary assessment roll the Council would not take formal action to levy the assessments until the final assessment hearing was held for the project. He stated one (1) letter of objection was received related to the proposed assessment of five (5) parcels on 46<sup>th</sup> Street for drainage improvements. He explained the total drainage area for the five (5) parcels drained onto the project area either through the storm sewer off of 46<sup>th</sup> Street or through the back of the lots down to Bower Path. Engineering staff recommended formally receiving the letter but continuing with the project parameters as proposed. He noted the individual property owners would have to follow the appropriate procedure to submit formal objections prior to the final assessment hearing. He explained the project schedule called for the Council to receive bids and hold the assessment hearing in early May prior to awarding a contract for the project in May or June.

Councilmember Mueller questioned if the all of the property owners proposed to be assessed only for drainage improvements were made aware of the proposed \$3,000 assessment.

Mr. Dodge stated the property owners were informed that the appraiser reevaluated the proposed drainage assessment included in the feasibility report and changed the recommended benefit from \$4,000 to \$3,000.

Councilmember Piekarski Krech questioned if all property owners proposed to be assessed, including the Church, were notified about the recommended assessment caps.

Mr. Dodge replied in the affirmative.

**Motion by Mueller, second by Piekarski Krech, to close the public hearing for both projects**

**Ayes: 5**

**Nays: 0            Motion carried.**

**Motion by Piekarski Krech, second by Mueller, to receive the letter of objection from Mike and Brenda VerWay**

**Ayes: 5**

**Nays: 0            Motion carried.**

**Motion by Bartholomew, second by Hark, to adopt Resolution No. 15-25 Ordering Improvements, Authorizing and Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2015 Pavement Management Program, City Project No. 2015-09E – 47<sup>th</sup> Street Area Reconstruction, and Resolution No. 15-26 Ordering Improvements, Authorizing and Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2015 Improvement Program, City Project No. 2015-14 – 47<sup>th</sup> Street Area Water and Sanitary Sewer Improvements and Rehabilitation**

**Ayes: 5**

**Nays: 0            Motion carried.**

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

**A. BRAND ENERGY SERVICES:** Consider Resolution relating to a Conditional Use Permit to Allow Outdoor Storage on the property located at 6265 Carmen Avenue

Mr. Link reviewed the location of the property. The request was for a conditional use permit for an outdoor contractor's yard. The applicant proposed to lease an existing building and use it for his business which offers scaffolding, insulation, and painting services to the industrial construction market. Most of the applicant's equipment would be stored inside with the exception of scaffolding and vehicles. He stated the storage would be up against the building and on the periphery of the property. Ordinance regulations required screening along residential properties. He stated there was existing screening along the western

and northern property lines that was in disrepair and the applicant would make the necessary improvements. The applicant would also be required to install screening along Carmen Avenue to screen the operation from the public road. The proposal met the conditional use permit criteria. Both Planning staff and the Planning Commission recommended approval. He noted in the past there had been concerns raised by the neighborhood regarding nighttime noise and operations as the previous tenant had a lot of nighttime activity. The current applicant proposed regular business hours of 7 am – 5 pm with the exception of emergency calls for service.

Councilmember Bartholomew questioned if there was an existing fence along Carmen Avenue.

Mr. Link replied in the negative.

Councilmember Bartholomew questioned why the previous tenant was not required to install a fence.

Councilmember Piekarski Krech questioned if screening was required along the front of the property and along the residential neighborhood.

Mr. Link replied in the affirmative.

Mayor Tourville stated the previous tenant likely was not required to have a fence along Carmen Avenue because there was no outdoor storage.

Councilmember Hark questioned what the hours of operation would be on the weekends.

Mr. Link stated staff's understanding was that operations were limited to Monday through Friday.

Councilmember Mueller questioned why a fence was required in the front of the property. He expressed concern that the applicant would not be able to adequately advertise the location of his business.

Mr. Link stated the applicant proposed a mesh fence to screen the outdoor storage from the public.

Adam Sease, Brand Energy Services, stated the hours of operation would be Monday through Friday from 7 am to 5 pm with the exception of responding to emergency calls for service. He explained he wanted a fence across the front of the property for security reasons. He stated the fence would adjoin to the building and the existing fences on the property with access gates on the front.

Mayor Tourville questioned if the applicant agreed with the conditions of approval.

Mr. Sease replied in the affirmative.

**Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 15-27 approving a Conditional Use Permit for a Contractor's Yard with Outdoor Storage**

**Ayes: 5**

**Nays: 0**

**Motion carried.**

**B. JAMES CUNNINGHAM:** Consider the following Resolutions related to a Variance from Critical Area Setback Standards to allow a building pad location for property located at the end of Dalton Court:

- i) Resolution approving a Variance to allow a 10 foot setback from bluffline for a 35'x65' building pad and to allow grading to occur on slopes greater than 18% for the storm water design
- ii) Resolution denying a Variance to allow a gazebo with a 15 foot setback from bluffline

Mr. Link reviewed the location of the property. The request was for a variance from bluff setback standards, a variance to allow grading on slopes greater than 18%, and a variance from bluff setback standards for a gazebo. He explained the property was approximately six (6) acres in size and was currently vacant. The applicant planned to sell the property and would like to provide buyers with an assurance that there was a building site on the property. He stated if the critical area zoning regulations were applied to the property there was no buildable site. The variances were requested to create the buildable site. He explained the property had several unique features including steep topography. The bluffline represented the flattest topography on the property and that is where the building pad was

proposed to be located. The proposed gazebo site would be located towards the tip of the bluffline ridge. He stated the lot was also created prior to the adoption of the critical area zoning regulations. He explained there was a lot of discussion at the Planning Commission public hearing as to what would be an appropriate use of the property. He stated there was a general consensus that some of the variances were necessary in order to make the lot buildable. An agreement was reached that the building pad should be 35 feet by 65 feet in size and setback ten (10) feet from the bluffline, and that grading should be allowed to create a storm water management facility down slope. The disagreement related to the variance for the gazebo as both Planning staff and the Planning Commission did not find the variance to be necessary in order to make a reasonable use of the property.

James Cunningham, applicant, stated he wanted to make it as easy as possible for whoever purchased the lot to build a home. He explained when the issue was first discussed with City staff the engineer suggested including a pad for a gazebo. He noted he was not even sure that anyone would want to build a gazebo on the property and he did not want to jeopardize the sale of the lot over that variance.

Mayor Tourville stated the bluffline guidelines were originally established by the DNR and it was unlikely that the variance for the gazebo would be approved because it was not necessary to make the lot buildable.

Councilmember Hark commended the applicant for finding a compromise at the Planning Commission meeting.

**Motion by Bartholomew, second by Hark, to adopt Resolution No. 15-28 approving a Variance to allow a 10 foot setback from bluffline for a 35'x65' building pad and to allow grading to occur on slopes greater than 18% for the storm water design and Resolution No. 15-29 denying a Variance to allow a gazebo with a 15 foot setback from bluffline**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **PUBLIC WORKS:**

#### **C. CITY OF INVER GROVE HEIGHTS:** Consider the following actions:

- i) Receive Preliminary Design Reports for Argenta Trail (CSAH 28/63) Realignment South Project (City Project No. 2014-11), Argenta Trail (CSAH 63) Realignment 77<sup>th</sup> Street Area Study (City Project No. 2014-11), Argenta Trail (CSAH 63) Realignment North Study Area
- ii) Consider Resolutions Adopting an Alignment for the South Project Area, an Alignment for the 77<sup>th</sup> Street Connection, and an Alignment for the North Study Area Future Right-of-Way Corridor
- iii) Consider Resolutions Scheduling a Public Hearing at the Planning Commission to consider a Comprehensive Plan Amendment for the New Road Alignments

Mr. Thureen stated the Council was provided with a hard copy of a letter received late in the afternoon from the attorney representing Mr. Deanovic. He noted all other correspondence related to the item that had been received to date was previously provided to the Council. He stated an update of the text for the north area study was also provided prior to the meeting. He explained when the study began the focus was on the south project area. The goals of the study were to determine a preliminary design for a realignment of Argenta Trail to extend the existing four-lane segment from Yankee Doodle Road across T.H. 55 north to Amana Trail. The project was to include safety improvements at the intersection with T.H. 55, completion of the construction of Amana Trail, and realignment of the existing local street connection to Argenta Trail. As staff worked on the study for the south project area the preliminary plat for the Blackstone properties was approved. Several of the conditions of approval spoke to going through the process to determine the alignment for the future county road in relationship to the Blackstone plat. Once staff analyzed in detail the point at which the new four-lane segment would transition back into the two-lane stretch of existing Argenta Trail, it was determined that the acquisitions that would be required to facilitate the transition varied based on the alignment that would be chosen for the future right-of-way

corridor going north. Because of those factors the contract with Kimley-Horn was amended to add the north project area to the study while maintaining the original schedule to ensure that deadlines were met for construction of the south segment in 2016 and the conditions outlined in the Blackstone preliminary plat approval.

Brian Sorensen, Assistant County Engineer, provided an overview of the Regional Roadway System Visioning Study that was commissioned in 2009 by Dakota County, Eagan, and Inver Grove Heights in conjunction with Mendota Heights, Sunfish Lake, Mn/DOT, and the Federal Highway Administration. At that time 4,300 acres of land in Eagan and Inver Grove Heights were identified to be analyzed because of the growth that was coming to the area. It was also understood that there would be a lot of growth throughout the region that would generate transportation needs within the study area. The agencies involved in the study acknowledged that the transportation system would not be able to support the future planned growth that had been identified. The purpose of the study was to identify a long-term roadway system vision for transportation improvements in the study area to address the needs arising from future growth. Five (5) different alternatives were considered in the study for improvements to the roadway system. He noted that three (3) of the alternatives considered the addition of an interchange at 494 between T.H. 149 and T.H. 3. He reviewed the recommendations that were adopted by the study partners as the system vision. He noted that the study clearly identified a need for a system of improvements to address all of the growth coming to the region. He stated throughout the current process with Argenta many people inquired why other roadways in the area could not be improved in lieu of improvements to Argenta Trail. He reiterated that improvements to other roadways would be necessary in addition to the improvements that are needed along Argenta Trail. He noted the study also recommended consideration of a high volume, high capacity intersection or interchange in the long-term at T.H. 55 and Argenta Trail.

Mr. Sorensen discussed the regional study's recommendations that were specific to Argenta Trail. The segment between T.H. 55 and 494 showed projected traffic volumes that would warrant future improvements to a six-lane roadway. He explained that was why a 200 foot right-of-way corridor had been discussed throughout the process in relation to the north study area. The projected traffic volumes would require ½ mile access spacing for full intersections. The recommendations also included long-term coordination with transit needs and the need to avoid or minimize impacts to Hornbeam Lake. He noted the original undertaking was a system planning study so no specifics related to the future alignment or design of Argenta Trail were determined.

Bill Klingbeil, Kimley-Horn, reviewed the preliminary design report for the south project. The goals of the design for the south project area were to improve safety at the T.H. 55 intersection, accommodate projected traffic growth, upgrade roadways to current design standards, provide full access at Amana Trail, and accommodate the potential for a future interchange at T.H. 55. He stated three (3) alignment alternatives were developed and each of the alternatives met the project goals and priorities. The alignment alternatives were then evaluated against specific criteria including safety and operations, design standards, cost, right-of-way and utility impacts, and impacts to the Northwest Area regional basins. He noted the area was landlocked and drainage was a major concern.

The first alignment alternative for the south project area was the western most alignment and it matched the existing alignment of Argenta Trail where possible. He noted the alignment also generally avoided the Northwest Area regional basins. He explained the alignment was not recommended by the project management team because the skew angle at the intersection was not desirable.

Councilmember Bartholomew asked for a more detailed explanation of a skew angle.

Mr. Klingbeil explained T.H. 55 and Argenta Trail did not intersect at a 90-degree angle and it was difficult for drivers to see cars approaching from far away because of the acute angles at the intersection. He stated engineers try to design intersections so they are perpendicular. He explained the first alignment alternative was also not recommended because it was found that a long segment of the Magellan Pipeline would run directly underneath the road. He noted the existence of the pipeline made the alignment alternative cost prohibitive because of the cost implications of relocating the pipeline. Additional right-of-way impacts also contributed to the alternative not being recommended.

Mr. Klingbeil stated the second alignment alternative was recommended by the project management team. He explained the proposed alignment improved the skew angle at the intersection and the horizontal curves were flatter for increased safety and better drivability. He noted the road was designed using reverse curves to reduce the impact to the regional basins and protect the drainage feature. He explained the alignment alternative was recommended because it was the best balance of meeting the design standards and protecting the regional basins, and it reduced the overall right-of-way and utility impacts.

Mr. Klingbeil reviewed the third alignment alternative. He explained the alternative was the eastern-most alignment. It eliminated the skew angles at the intersection and it created the most desirable horizontal curves resulting in the straightest alignment. He stated the third alignment was not recommended by the project management team because it significantly impacted the Northwest Area regional basins and ultimately was not the right balance for the project.

Mr. Klingbeil discussed the public involvement in the process. He stated the project team hosted several open houses and attended numerous meetings with individual property owners. He explained the general concerns from the public related to property impacts. The development community expressed concerns related to the impact on future opportunities for development. He stated if the Council moved forward with approval of the second alignment alternative the County Board would consider approval of the recommendation on March 17<sup>th</sup>. Once an alignment was approved by both the City Council and the County Board staff would begin the right-of-way acquisition process in April/May of 2015 in anticipation of completing the acquisition and final design processes by the spring of 2016. He noted actual construction of the improvements would not start until mid-2016.

Councilmember Piekarski Krech questioned if the County Board was going to consider all three (3) alternatives or only the alternative selected by the City Council.

Mr. Sorensen stated all three (3) alternatives would be presented to the County Board along with an explanation of the process that had been completed. He explained ultimately the project management team would like the County Board to endorse one alignment for all of Argenta Trail. He noted a big part of the County's consideration would be what the City would like to see in terms of an alignment. He stated everyone involved wanted the City and the County to be on the same page and endorse the same alignment.

Mr. Klingbeil presented the preliminary design report for the 77<sup>th</sup> Street local connection to Argenta Trail. He stated the realignment of the local street connection was necessary because of the realignment of CR-28 and Argenta Trail. The goals of the project were to provide adequate spacing from the T.H. 55 intersection and to maintain full access from the 77<sup>th</sup> Street neighborhood to Argenta Trail and Yankee Doodle Road. Three (3) alignment alternatives were developed and evaluated against specific criteria including safety, design standards, cost, utility impacts, and right-of-way impacts.

Mr. Klingbeil reviewed the revised Alignment A. The revised alignment maintained the existing neighborhood connection routing via 77<sup>th</sup> Street, was the lowest cost alternative, connected to Yankee Doodle Road at the Argenta Trail intersection, and was a 90-degree intersection that accommodated the Magellan Pipeline crossing. Alignment B modified the connection to the neighborhood via Rolling Hills Drive and impacted the driving pattern through the neighborhood. Alignment C also modified the connection to the neighborhood via Rolling Hills Drive and connected to Yankee Doodle Road a ¼ mile west of the Argenta Trail intersection. He explained the County also required additional traffic studies to be completed to determine the best location for the intersection. The County took traffic counts at the existing intersections of CR-28 and 77<sup>th</sup> Street as well as CR-28 and Argenta Trail to analyze the vehicle delay for traffic exiting the neighborhood during the peak morning and afternoon rush hours. A sight line assessment, crash summary analysis, and a signal warrant analysis were also completed for the intersection of CR-28 and Argenta Trail. It was found that the operations of Alignment C would be better for traffic exiting the neighborhood, Alignments B and C would significantly redistribute traffic patterns through the neighborhood by approximately 1,400 vehicles per day, sight lines would be adequate for each connection point, current crash rates were near state-wide averages, and a signal would not be justified at CR-28 and Argenta Trail with any of the alignment options. He noted the need for a signal was

triggered by the traffic volume on the roads and a signal could not be constructed until the traffic volume reached the appropriate threshold. He explained the existing traffic pattern conditions were analyzed to determine what would happen if connections were made at either option B or C. He stated the existing traffic patterns remained the same with Alignment A. Alignment B rerouted the traffic through the neighborhood and increased the number of cars leaving the area from approximately 100 vehicles per day to 1,500 to 2,000 vehicles per day in the future. Alignment C similarly rerouted traffic through the neighborhood and increased the number of cars leaving the area to the estimated volumes shown for Alignment B. He stated through the public process there was support and opposition for each of the alignment alternatives. Many of the concerns were related to safety at the Yankee Doodle intersection and rerouting traffic through the Eagan neighborhood for options B and C. He noted there were property impact concerns for each of the alignments as well as concerns related to increased travel time when entering and exiting the neighborhood. He stated the speeding concerns related to 77<sup>th</sup> Street were addressed through the speed studies that were conducted as well as information provided by law enforcement patrolling the area. The conclusion was that a speeding issue had not been witnessed on 77<sup>th</sup> Street. He explained the project management team recommended adoption of Alignment A because it maintained the existing neighborhood traffic patterns, provided a full access intersection at Yankee Doodle Road, and it limited direct impacts to residential properties and right-of-way acquisition.

Councilmember Hark clarified that either Alignment B or C would also require approval from the City of Eagan.

Mr. Klingbeil replied in the affirmative. He noted that the City of Eagan was involved in the process.

Mayor Tourville questioned if a response had been received from Mn/DOT regarding potential loss of the interchange at T.H. 55 and T.H. 3.

Mr. Thureen stated Mn/DOT's responded that none of the alignments being considered would affect the existing interchange at T.H. 55 and T.H. 3.

Councilmember Piekarski Krech questioned if 77<sup>th</sup> Street currently connected to Rolling Hills Drive.

Mr. Klingbeil replied in the affirmative.

Councilmember Piekarski Krech questioned if it was assumed under Alignments B and C that the Eagan residents would be traveling through the neighborhood instead of going out to T.H. 149.

Mr. Klingbeil stated the new intersection created under Alignment B or C would generally draw more vehicles from Eagan because it would be located closer them.

Councilmember Piekarski Krech opined she did not like Alignment A because the intersection would be placed on a curve and it would be unsafe.

Mr. Klingbeil stated the existing intersection was located on a curve that did not meet the design criteria being used for the project. A sight distance analysis was conducted at the proposed location and it was found that there would be sufficient sight distance at the new intersection.

Councilmember Piekarski Krech stated she still had safety concerns because most people did not drive according to engineering standards. She opined she did not support any of the alignment options presented.

Councilmember Mueller questioned if the speed could be lowered on that stretch of the road.

Mr. Klingbeil explained speed limits were established by Mn/DOT.

Mayor Tourville stated he received some comments from residents questioning why Alignments B and C were not pursued further to see if the City of Eagan would be agreeable to either option.

Mr. Klingbeil stated in Alignments B and C, where the increased traffic volume was anticipated, the existing road was only 32 feet wide whereas 77<sup>th</sup> Street was currently 40 feet wide. He explained 77<sup>th</sup> Street was built to handle higher volumes of traffic. He noted Alignments B and C were both circuitous

routes and it did not seem feasible to send up to 2,000 vehicles through the area on a daily basis. He stated when making the alignment recommendation more factors were considered than just whether or not the City of Eagan would grant approval of an alignment.

Mr. Klingbeil reviewed the north area study. He explained the goals of the study were to plan for a future interchange connection at 494, identify a 200 foot right-of-way corridor, provide direction for alignment of south project area, and provide guidance for future development. He stated in order to finish the design for the south project area there needed to be an understanding of where the north alignment would be in the future. Five alignment alternatives were developed and evaluated against specific criteria including safety, design standards, regional basin impacts, right-of-way impacts, and project cost differential. He explained for the north study area ranges of project costs were assigned to each alternative because it was a long-term project and the costs would be dependent upon the stage of development properties were in at the time of construction.

The first alignment alternative was located to the west of the existing power lines, provided a direct alignment to the future interchange, and utilized the most existing right-of-way. Mr. Klingbeil explained the alignment would involve substantial impacts to the neighborhood with an estimated ten (10) total acquisitions and 20 impacted parcels. The total cost was estimated to be \$7.4 to \$8.7 million.

The second alignment was centered on the existing power lines and provided a direct alignment to the future interchange. He stated this alternative would require future relocation of the power lines to the west. The alternative had substantial impacts to the neighborhood with an estimated six (6) total acquisitions and 19 impacted parcels. He noted the alignment would have major impacts on the regional basins and power lines. The total cost was estimated to be \$7.8 to \$9.6 million.

The third alignment was located on the western 200 feet of the Blackstone Ridge development and the eastern property line of the existing neighborhood and provided a direct alignment to the future interchange. The alternative would require relocation of the power lines on the west side of the property line. Four (4) total acquisitions and 16 impacted parcels were estimated in addition to major impacts to the regional basins. The total cost was estimated to be \$8.4 to \$10.8 million.

Mr. Klingbeil explained since the last time the alignments were discussed with the Council there were more questions raised regarding the third alternative and what would happen if it was moved right next to the power lines. He stated alignment 3a was located within the 200 foot right-of-way on the Blackstone Ridge development, directly east of the power lines. The alternative would require relocation of the power lines south of 70<sup>th</sup> Street, but would provide a direct alignment to the future interchange. One (1) total acquisition and ten (10) impacted parcels were estimated. The alignment would result in major impacts to the regional basins as well as the power lines. The total cost was estimated to be \$7.3 to \$9.8 million.

The fourth alignment moved farther to the east to avoid both neighborhood and regional basin impacts and provided a direct alignment to the future interchange. One (1) total acquisition and ten (10) impacted parcels were estimated. He noted the alignment would sever 14 acres of the Blackstone Ridge development resulting in increased right-of-way acquisition costs. The total cost was estimated to be \$6.2 to \$9.3 million.

Councilmember Bartholomew questioned if the cost of the easement for the property to the south was included.

Mr. Klingbeil replied in the affirmative. He explained the fifth alternative was the eastern-most alignment possible within the design standards. The alignment avoided major impacts to the regional basins but was the least preferred alternative from a roadway and intersection design standpoint. One (1) total acquisition and 11 impacted parcels were estimated. Ten (10) acres of the Blackstone Ridge development would be severed. He noted there were also transition cost implications. He explained alignment alternatives 1, 2, and 3 were able to take advantage of the construction work being done in the south project area to avoid additional construction costs in the future. He stated the fifth alternative was also the longest alignment and would be more expensive in terms of construction costs. The total cost was estimated to be \$7.2 to \$10.2 million.

Mr. Klingbeil discussed the feedback received from the existing neighborhood. A majority of the concerns related to the potential impacts to properties and the community feel of the existing neighborhood. In general, the neighborhood expressed opposition to Alignments 1, 2, and 3 and preferred Alignment 5. The developers' concerns generally related to the impacts on planned and future development. He noted no general consensus on a preferred alignment was received from the developers.

Mr. Klingbeil stated after evaluating the alignment alternatives the project management team found that Alignments 2 and 3 were higher risk because of the need to relocate the power lines and the associated cost implications. He noted the project management team recommended eliminating Alignments 2 and 3 from consideration.

Mr. Sorensen discussed what each of the alignment alternatives would mean going forward and the plans for implementation. He stated with respect to the implementation of Alignment 1 there was no immediate need to acquire any property. He clarified the individual property owners would not be approached by the City or the County to purchase their property unless the property owner indicated an interest in selling. He explained property acquisitions were not likely to occur until such time that there were plans in place to move forward with an interchange at 494. He noted the entire process that would be required to move forward with an interchange project would take a long time. He stated it would be prudent for the City and the County to be prepared to acquire properties if and when property owners were willing to sell. He recommended that the City consider adoption of an official map in 2015 to clearly identify the future alignment to both existing property owners and developers. He stated the City and the County would need to work with development as it occurred to preserve and secure the future right-of-way needed.

Mr. Sorensen stated the implementation process for Alignment 4 would be slightly different. The City and County would still need to be prepared to work with future development as it occurred to preserve right-of-way. He explained it would also be helpful if the City and County completed a preliminary design to help guide future development access and grading. He explained construction of the south project would also have to include a transitional roadway section to tie into the existing Argenta Trail south of 70<sup>th</sup> Street that would not be needed for the ultimate build-out of Alignment 4.

Mr. Sorensen explained the implementation process for Alignment 5 would also involve coordination with future development to preserve right-of-way and completion of a preliminary design. He noted early acquisition may be desired to accommodate development and access north of 70<sup>th</sup> Street. He stated with this alignment a transitional roadway section would be required for construction of the south project.

Mr. Thureen stated the next step in the process would be to present the south project and north study alignments to the County Physical Development Committee on March 10<sup>th</sup> and the County Board would consider formal adoption of the alignments on March 17<sup>th</sup>. He noted if the City and County wanted to take advantage of the funding programmed by Mn/DOT a project would need to be scheduled for construction in 2016 for the south area. He reiterated the alignment chosen for the north study area impacted the location of the tie-in for the south project area. He explained the western-most alignment for the north study area, Alignment 1, would necessitate the acquisition of one (1) additional property in the south project area whereas Alignment 2-5 would not. He reviewed the two (2) conditions (28 and 29) of approval included in the preliminary plat and PUD for Blackstone Ridge that also impacted the project schedule. He stated staff did allow flexibility in the schedule with respect to the north study area alignment that would allow postponement of a final decision until March 9<sup>th</sup> if needed.

Councilmember Bartholomew opined the City was a long way from coming up with money to begin the acquisition of properties. He stated the phrase "no immediate need" was very open-ended and made it difficult for the Council to make decisions regarding the north study area.

Mr. Thureen stated the interchange project was likely a 10 to 20 year timeframe. He noted ten (10) years was an optimistic schedule to get an interchange designed, approved, and constructed.

Councilmember Bartholomew stated his fear was that by placing an alignment for the north study area on a map the City would be locking in certain properties when the City had no funding available at the moment for acquisition.

Mayor Tourville questioned what the plan would be if a property owner was interested in selling after an alignment was selected.

Mr. Thureen explained staff would present a recommendation that would outline how acquisitions could be funded if there was immediate interest from impacted property owners.

Mayor Tourville questioned if the funding package for the north area was somewhat dependent on the alignment that was selected.

Mr. Thureen replied in the affirmative. He explained with respect to properties that were currently undeveloped the County would expect dedication of the right-of-way for a typical county road.

Councilmember Mueller stated the property owners in the existing neighborhood needed a decision to be made so they would know what the plans were and have time to plan accordingly for the impacts to their property. He questioned how long property owners would be given to stay in their property.

Mr. Thureen reiterated the need to acquire properties would be triggered by either an interchange project at 494 or future development that would enough pressure on the system to require incremental improvements to Argenta Trail.

Charles Thorkildson, 510 Rolling Hills Circle, Eagan, discussed the local street connection at 77<sup>th</sup> Street. He opined that all of the traffic would not be coming from Eagan residents because in both Alignments B and C the traffic from Inver Grove Heights would be rerouted through Eagan. He expressed concern regarding the projected traffic delays for vehicles exiting the neighborhood under Alignments B and C. He stated under Alignment B his home would be less than 30 feet from the road and he would not be able to get out of his driveway, under Alignment C his home would no longer exist.

Tim Moore, 1949 77<sup>th</sup> St., expressed concern that Alignments A and B each created four-legged intersections with two directions of traffic that would be uncontrolled. He opined the intersection would be unsafe and if vehicles had to wait longer periods of time to exit the neighborhood drivers may become impatient and take more risks. He questioned why the ¼ mile spacing from the T.H. 55 intersection was allowed when ½ mile access spacing would be required to the north.

Darryl Boerger, 1959 77<sup>th</sup> St. W., opined both Alignments A and B created skewed angles at the intersection because the intersection would be located in the middle of a curve. He stated the intersection would not be safe, especially with a speed limit of 50 mph. He referenced a national traffic study and opined that a three-legged intersection would be much safer than a four-legged intersection that was partially uncontrolled.

Larry Rocheford, 1966 77<sup>th</sup> St., opined that the proposed Alignment A was ill-advised. He stated that either Alignment B or C would be better and safer alternatives for the whole neighborhood. He added there was too much traffic on 77<sup>th</sup> Street and Alignment A would be dangerous.

Jerry Bretoi, 8365 Courthouse Blvd. Ct., opined it was the Council's responsibility to do everything within their legal authority to protect the property rights of the existing residents. He encouraged the Council to support the alignments that would do the least harm to the existing neighborhoods.

Andrew Hanselman, 1970 Upper 86<sup>th</sup> St. W., stated there was already a pre-existing entrance that Alignment B would tie into and that option would be the least disruptive to the neighborhood.

Ryan Vetter, 3294 Rolling Hills Drive, Eagan, stated the topography of Argenta was very challenging regardless of the alignment that was selected. He expressed concern that Alignments B and C would significantly increase the amount of traffic flowing through the neighborhood in Eagan and would not funnel the traffic out as efficiently as Alignment A. He noted throughout all of the neighborhood meetings the project management team was always very clear that their recommendation was to create a four-legged intersection.

Craig Selander, 3298 Rolling Hills Drive, Eagan, opined that the project management team was comprised of experienced professionals with the necessary knowledge and experience to make recommendations on

traffic safety and roadway design. He stated the project management team was looking out for the best interest and safety of the community and county as a whole. He encouraged the Council to listen to the recommendations of the project management team.

Mr. Sorensen explained that the existing curve at Yankee Doodle Road and Argenta Trail would become flatter as a result of the realignment under the proposed Alignment A and the existing sight lines would also improve. He stated the design standards were important because they factored into how the curve needed to be designed so drivers could see as they approached the curve. He noted issues related to sight lines arose when the curves were less than the typical standards for arterial roadways. He clarified there was an important distinction between skewed intersections and intersections located on curves. He explained the projected 29 second delay was the average delay estimated for any vehicle approaching the intersection to make a left turn. He stated the City and County were restricted by State statute with respect to establishing speed limits. He noted neither the City nor the County had the option to reject or override a speed limit established by Mn/DOT. He explained the process to establish speed limits was standardized and used in all 50 states. He acknowledged that the crash rates, on average, would be higher at a four-legged intersection than at a three-legged intersection because there was traffic entering the intersection from both sides. He stated if Alignment C was selected two (2) three-legged intersections would be created and the average crash rates for both intersections combined would be similar to that of a four-legged intersection. He addressed the concerns related to access spacing. He stated in the short-term a four-lane roadway was proposed and with the design that was recommended Amana Trail would be located much closer than a ½ mile from T.H. 55. In the long-term, the roadway section to the north of Amana Trail was the segment with traffic volume projections that would warrant an eventual six-lane roadway and would require the ½ mile access spacing from the intersection. He noted the long-term traffic volume projections for the segment south of Amana Trail were not the same and ¼ mile access spacing would be sufficient. He clarified that the project management team attempted to analyze and assess the situation based on what would be the best solution for the entire neighborhood and the boundary between Eagan and Inver Grove Heights was not a factor in their recommendation.

Roger Tadsen, 115 Belmont Road, Apple Valley, stated his neighborhood was impacted by two roadways that were constructed through the neighborhood. He explained through that process not a single home in the neighborhood was lost because of advanced planning by the city, county, and state. He encouraged the Council to make their decision quickly and with as little impact to the existing neighborhood as possible.

Kyle Van, 6818 Argenta Trail, referenced language in the City's 2030 Comprehensive Plan that stated "future development should focus on preservation and maintenance of existing neighborhoods". He opined that Alignment Alternative 1 for the north study area contradicted what was contained in the Comprehensive Plan because it involved the total acquisition of ten (10) properties. He stated in 2010 the participants in the Regional Roadway Visioning Study adopted option E for the future alignment of Argenta. He argued that option E most closely resembled Alignment Alternative 4 for the north study area. He stated the same alignment (option E) was reflected in the City's Northwest Area Collector Street Study in 2012. He opined that the proposed Blackstone developments precipitated a push to adopt Alignment Alternative 1 because it placed no burden on the developer to provide right-of-way for the future alignment of Argenta Trail north of 70<sup>th</sup> Street. He stated the burden would be placed on long-time property owners and tax payers if Alignment 1 was selected.

Laurie Wolfe, 6742 Argenta Trail, stated she represented the neighborhood located in the northeast quadrant of 70<sup>th</sup> Street and Argenta Trail. She explained the residents were not opposed to development in the City or proposed developments within their neighborhood. She stated they supported the development of necessary roadways in the City to improve the efficient handling of transportation needs. She noted 12 of the 15 property owners in her neighborhood were not interested in selling their property. The remaining property owners had either not provided their opinions or were waiting for the final alignment of Argenta in the north study area to be determined. She argued that no one from the City or County had visited the property owners in the neighborhood to discuss the proposed alignment options. She stated the neighborhood was interested in a negotiated compromise. She added that all of the residents at the open house in early January supported Alignment Alternative 5 and also suggested

Alignment Alternative 3a that was presented by the project management team. She opined Alignment 3a would allow for the realignment of Argenta Trail while keeping the developer's property for Blackstone Ridge intact and dramatically reducing the need to acquire existing homes in the neighborhood. She asked the Council to give serious consideration to Alignment 3a.

Dennis Wolfe, 6742 Argenta Trail, questioned why it took so long for the project management team to present Alignment 3a when it was originally suggested in early January. He also questioned why the project management team did not recommend that Alignment 3a stay in the mix for consideration. He opined that further analysis of the option was warranted because it was a compromise that would provide benefit to all parties involved. He stated Alignment 3a would put the road directly on the east side of the existing power line easement and the homes in his neighborhood would be preserved. He opined there were viable possibilities for mitigating and relocating the affected wetlands located on the Deanovic property. He suggested the power line easement could accommodate the relocated wetland and there was a possibility that private land could also be used if it was discussed with the property owner. He opined that total reconstruction of the power line would not be any worse than the 400 feet that was laid out in Alignment 3 and there would be no degradation to the proposed skew angles. He added that the total amount of earthwork required for Alignment 3a would be similar to what was outlined in Alignment 3. He noted the new roadway in Alignment 3a would be straighter than what was proposed in Alignment 1. He stated under the proposed Alignment 3a the Ace in the Hole property would lose less acreage and the property owner was not in favor of Alignment 1. He argued it was wrong to put a road on developed properties rather than on vacant land. He opined the Council was supposed to represent the best interest of the citizens in the community not a developer. He requested that the Council look at the options available to come up with a compromise that would be amenable to both the existing neighborhood and the Deanovic property.

Sally English, Sunfish Lake, stated the residents within the existing neighborhood agreed with the many aspects of what the City and the developer proposed. She opined that Alignment 3a was the only option that considered the desire to optimize land development and preserve the existing neighborhood. She argued that eminent domain should be the City's last option and the goal should be to protect individual property rights.

Greg Alsterlund, 2205 75<sup>th</sup> St., stated he had been a resident of the City since 1979. He explained he had a number of close relationships with the residents along Argenta Trail. He opined the neighborhood was a very proud and valuable part of the community and the proposed project did not feel right because it appeared that the City was attempting to maximize its tax base at the expense of the existing neighborhood. He stated the neighborhood was trying to get through the situation by coming up with a solution that was a compromise for all parties involved. He suggested further consideration of Alignment 3a because it would keep the existing neighborhood intact.

Linda Flannery, 7101 Argenta Trail, stated each of the five (5) alignment alternatives presented for the north study area went across her property. She opined it was not fair that the staff report did not mention how much of her property would be taken in each of the options. She agreed that Alignment 3a should be further discussed and analyzed even though it would probably mean her house would be sacrificed. She stated the neighborhood did not want to live in the lurch any longer and needed a decision to be made so the residents would know how their property would be affected. She asked the Council to consider and acknowledge the impact on the existing residents who have paid taxes in the City for many years.

John Todd, 6689 Argenta Trail, questioned if the letter received from Mr. Deanovic's attorney was available for public review.

Mayor Tourville stated it would become a part of the public record after the Council formally received it.

Dian Piekarski, 7609 Babcock Trail, stated she had often questioned if the City would be able to pay its debt obligations if no more development occurred and the answer had always been yes. She explained she met with the Finance Director to discuss her concern that the City was pushing development to pay off its existing debt obligations for the infrastructure in the Northwest Area. She stated she questioned how much in additional taxes the average property owner would have to pay to pay the City's debt if no more

development occurred. She explained the answer was that taxes would increase \$58 to \$70 annually for residential property owners to pay off the debt. She opined that Alignment 3a was worth considering even though it would result in less connection fees being collected from the developer. She noted if the development moved forward the City would only take on more debt to extend utilities. She opined that the Council needed to consider the taxpayers it represented and that she would be in favor of paying a little bit more in taxes every year to cover debt obligations if it would preserve the existing homes in the neighborhood.

Steven Soltau, 8170 Old Carriage Court, Shakopee, introduced himself as one of the underlying landowners of property included in the Blackstone development. He stated he had been involved with the property since 2002. He opined owning property for planned development was not easy. He explained he had dealt with trespassing, theft, encroachment, poaching, and other difficulties that come with carrying the burden of holding property. He noted he started with six (6) ownership partners and was down to one (1). He stated the most difficult aspect was the uncertainty and risk of eminent domain. He opined Mr. Deanovic was unique in that he was able to bring forth a viable development despite the challenges in the Northwest Area. He asked the Council to consider that the need to realign Argenta Trail was regional in nature and no local benefit would be gained by the developer.

Joe Vogel, 6963 Arkansas Ave., opined it did not seem that anyone wanted the road except for the County and there was not a need to do anything at this point in time, especially from a financial standpoint. He argued that a future six-lane roadway was unrealistic. He opined the realignment provided no benefit to the City.

Ian Peterson, Vice President of Ryland Homes, stated the realignment of Argenta Trail was a big component of the Blackstone development. He explained it was difficult to assess the financial impacts of the various alignment alternatives even though the project management team attempted to calculate cost ranges. He stated one key component that had been left out of the calculations was the loss of development fees and tax base. He provided an overview of the projected impact of Alignment 5 on the Blackstone Ridge development and the Falcon Partners parcel. He explained approximately \$3.7 million in development fees would be generated under Alignment 1 by the Blackstone and Falcon Partners plat. Under Alignment 4 the fees generated would be reduced to \$1.5 million and under Alignment 5 the fees generated would be reduced to \$1.8 million. He reiterated there would also be a significant impact to the tax base. He stated under Alignment 1 approximately \$80 million in assessed value was assumed for the Blackstone property and the Falcon Partners property. Under Alignment 4 the assessed value of the decreased to \$34 million and under Alignment 5 the assessed value decreased to \$43.5 million. Under Alignment 4 he estimated the loss of tax revenue to be \$700,000 annually and under Alignment 5 \$550,000 annually. He opined that would represent a lot of lost revenue to both the City and the County. He stated the developer also had property rights and needed a decision to be made in order to determine if they would be able to move forward with the Blackstone development.

Councilmember Piekarski Krech questioned if the developer could make the development viable under Alignment 3a if the City negotiated changes to the development requirements or made concessions to the development fees.

Mr. Peterson explained it was communicated early in the process that the wetland being discussed could not be touched by the developer or anyone else. He noted Alignment 3a went right through that wetland. He stated they worked very hard to come up with a plan that would be viable and still fit within the constraints of the Northwest Area. He stated that Alignment 3a would not be a viable option from a development perspective and if that alignment was selected the development would not be able to move forward.

Councilmember Piekarski Krech questioned if the developer would agree to Alignment 5.

Mr. Peterson stated the developer would lose 35 lots under Alignment 5 and would need additional financial considerations to make it work.

Councilmember Piekarski Krech questioned how many lots the developer would lose under Alignment 3a.

Mr. Peterson stated they never ran the numbers because they did not see it as a viable alternative.

Councilmember Bartholomew questioned why Alignment 3a was not a viable option.

Mr. Peterson stated the developer would have a hard time getting things permitted correctly in order to go through an exceptional class wetland.

Mr. Thureen stated the impact to the wetland would need to be seriously considered. He added he would pull the survey from the Northwest Area to determine the exact classification and whether or not relocation was an option.

Councilmember Piekarski Krech stated it may be able to be moved to the west if the neighbors were amenable.

Mr. Thureen stated the wetland was fairly significant in terms of its performance as a regional basin for the Northwest Area. He noted that was why the developer was advised to stay away from it in his design. He explained it would be difficult to relocate given the terrain in the area. He estimated additional volume would be needed from what would remain in the Blackstone Ridge plat in order to compensate for the loss of the basin.

Councilmember Piekarski Krech stated flexibility was a main premise of the design standards for the Northwest Area. She opined the City needed to be flexible and look at things differently in this instance to come up with a solution that would save the existing homes in the neighborhood and maximize the development potential for Blackstone. She stated she wanted both the development and the neighborhood to succeed and she was willing to make compromises to ensure that happened.

Jim Deanovic, developer, asked the Council to give him more time to examine Alternative 3a with staff and determine if something could be worked out.

Councilmember Piekarski Krech stated both she and the neighborhood were willing to make concessions to find a viable solution.

Mayor Tourville questioned if the amount of right-of-way needed for the corridor could be reduced.

Councilmember Piekarski Krech questioned why the City and County could not ask Xcel to use some of their right-of-way.

Mr. Sorensen stated the intent was to make sure that a larger problem was not created in the future when the needs became apparent. He explained if enough space was not set aside now it could cost everyone involved substantially more in the future when the roadway had to be expanded. He noted there could be some things done to phase or stage the right-of-way need make it work better in the short-term. He explained Xcel purchased their own easement and if the City or County wanted to do anything within that easement the costs associated with the relocation of the lines would have to be negotiated.

Jim Abbott, 6720 Argenta Trail, stated the wetland being discussed encroached on his property. He explained he would potentially be willing to extend more of the wetland on his property to accommodate the easement needed for Alignment 3a.

Nikki Abbott, 6720 Argenta Trail, opined the developer would also gain land if he was able to develop where the existing marsh was located.

Mary T'Kach, 7848 Babcock Trail, asked the City and the developer to discuss the original goals of the Northwest Area including higher densities and clustered development. She opined the developer may be able to reconfigure the type of development to get more units on the property and make it more viable financially.

Councilmember Bartholomew stated the preliminary design reports were completed by professionals and he believed the recommended alignment for the local street connection was the correct. He explained he could not justify routing all of the traffic through Eagan and doubling the traffic volume through that area. He stated he supported Alignment A for the 77<sup>th</sup> Street local connection.

Councilmember Hark stated he also supported Alignment A for the local street connection because it maintained the status quo in terms of traffic flow and volumes. He noted once the southern segment of

Argenta was realigned the curve would become much flatter.

Councilmember Mueller stated he would support the recommended alignment for 77<sup>th</sup> Street because it would not affect the interchange at T.H. 55 and T.H. 3.

Councilmember Piekarski Krech stated the professionals did not drive on the road or live in the neighborhood. She opined Alignment A was not more beneficial because the intersection would still be located on a curve and the sight lines would still be impacted. She noted she did not think any of the alternatives presented for the local street connection were viable. She added the increased traffic volumes would be generated from Eagan residents.

Mayor Tourville stated there was no solution for the local street connection that would appease everyone. He noted the Police Department would continue to monitor the speed of traffic through the area as closely as possible to make sure it did not become an issue. He explained he would support Alignment A for the local street connection.

**Motion by Bartholomew, second by Hark, to adopt Resolution No. 15-30 selecting Alignment Option A for the Connection of 77<sup>th</sup> Street West to Realigned Argenta Trail (County State Aid Highway 63) as presented in the February 23, 2015 Preliminary Design Report for Argenta Trail (CSAH 63) Realignment – 77<sup>th</sup> Street Area Study**

**Ayes: 4**

**Nays: 1 (Piekarski Krech) Motion carried.**

**Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 15-31 selecting Alignment Alternative 2 for the Reconstruction and Expansion of Argenta Trail (County State Aid Highway 28/63) as presented in the February 23, 2015 Preliminary Design Report for Argenta Trail (CSAH 28/63) Realignment – South Project (CP 63-25)**

**Ayes: 5**

**Nays: 0 Motion carried.**

Mayor Tourville suggested City and County staff meet with the neighborhood and the developer to further explore Alignment 3a and discuss the alignment alternatives to determine if a compromise could be reached.

Councilmember Bartholomew stated he would support tabling the item to further consider Alignment 3a. He opined that everyone involved had property rights, including the developer, and the City had to protect all of them.

Mr. Kuntz suggested continuing to proceed with the schedule to hold a public hearing before the Planning Commission regarding the Comprehensive Plan Amendment. He explained that way the notification process could still be followed and if the hearing had to be cancelled or postponed it could be.

**Motion by Piekarski Krech, second by Bartholomew, to table consideration of an Alignment Alternative for the Realignment of Argenta Trail (CSAH 63) – North Area Future Right-of-Way Corridor to March 9, 2015 and to direct staff to further review and analyze Alignment Alternative 3a as presented**

**Ayes: 5**

**Nays: 0 Motion carried.**

**Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 15-32 authorizing staff to Initiate a Comprehensive Plan Amendment Application Process related to the Realignment of Argenta Trail between the points at Highway 55 on the South End and near I-494 on the North End**

**Ayes: 5**

**Nays: 0 Motion carried.**

**Motion by Piekarski Krech, second by Hark, to receive Preliminary Design Reports for Argenta Trail (CSAH 28/63) Realignment South Project (City Project No. 2014-11), Argenta Trail (CSAH 63) Realignment 77<sup>th</sup> Street Area Study (City Project No. 2014-11), Argenta Trail (CSAH 63) Realignment North Study Area, and to receive all written correspondence presented at the meeting**

**Ayes: 5**

**Nays: 0          Motion carried.**

The City Council recessed at 10:40 pm and reconvened at 10:50 pm.

**D. CITY OF INVER GROVE HEIGHTS:** Consider Resolution Receiving the Final Feasibility Report and Scheduling Public Hearing for City Project No. 2015-13, Northwest Area Trunk Utility Improvements, Argenta District (70<sup>th</sup> Street Lift Station to Blackstone Ridge Development) and a Resolution Authorizing Comprehensive Plan Amendments if the 69<sup>th</sup> Street Alignment is Selected

Mr. Kaldunski stated City Project No. 2015-13 involved the extension of trunk sewer and water from the 70<sup>th</sup> Street lift station to the Blackstone Ridge development. Bolton & Menk was hired to complete a feasibility study to examine three (3) options including 69<sup>th</sup> Street, 70<sup>th</sup> Street, and 71<sup>st</sup> Street. He explained the 70<sup>th</sup> Street option began at a lift station (located on an outlot of the Blackstone Vista plat) and would travel south of existing 70<sup>th</sup> Street right-of-way through various properties and across Argenta Trail to eventually cross under 70<sup>th</sup> Street and end at Blackstone Ridge. The total estimated cost for the option was \$3.6 to \$3.7 million. The 71<sup>st</sup> Street alignment started at the same lift station location and followed an existing road proposed through the Blackstone Vista development, through the Messerich, Glennin, and Flannery properties, and up to Blackstone Ridge. The total estimated cost for the option was \$3.1 to \$3.5 million, including both construction and easement acquisition costs. The 69<sup>th</sup> Street alignment started at the same lift station location and would go through the Joseph and Zachary properties to follow the existing 69<sup>th</sup> Street right-of-way to cross the Krenz property and end at Blackstone Ridge. The total estimated cost for the option was \$2.9 to \$2.95 million. He noted the cost differential between the options was reduced because the actual easement costs were further refined by an independent appraiser. He explained the project would be funded with connection charges as trunk improvements. He reiterated the 69<sup>th</sup> Street and 71<sup>st</sup> Street alignment alternatives were very close in cost. He noted if the City was successful in negotiating the donation of the easement across the Messerich property the 69<sup>th</sup> Street and 71<sup>st</sup> Street option would become even closer in cost. He stated the public hearing would be scheduled for April 13<sup>th</sup> at which time the Council would actually consider ordering the project.

Mr. Kuntz stated there was discussion about the possibility of considering simultaneous construction of a lateral line if the Council wanted to consider the 69<sup>th</sup> Street alignment for the extension of trunk utilities. He explained the lateral line would be designed and constructed for eventual connection by the residents in the area. He noted the trunk line would be so deep that connection would not be available without a lateral line. He explained at this point in time the City did not have a feasibility report for a lateral line. If the Council wanted to pursue a lateral line they would have to order a feasibility report to gain an understanding of the costs that would be associated with that component of the project. The City would also need to discuss how to fund the construction of the lateral line if the determination was made that connection would not be mandatory. He noted the City would not be able to fund the lateral line using connection fees for the Northwest Area that were collected for the trunk line because they were dedicated funds. The City also would not be able to issue revenue bonds dependent upon lateral connection fees. He explained there was an existing State Plumbing Code requirement that stated if sewer was accessible, and if it was feasible to connect, buildings had to be connected to City sewer unless local ordinance provided otherwise. The City had an ordinance that required connection to the sewer in the year following the year in which connection was made available. If the City chose to install a lateral line at this time he suggested that the City pass an ordinance that would not require connection to that particular line in order to protect the Comprehensive Plan designation of the exception neighborhood. He explained the ordinance would provide the ability for those in the exception neighborhood to connect to the lateral line under certain circumstances including voluntary connection, failure of an existing septic system, or construction of a new building.

Mayor Tourville clarified if the 69<sup>th</sup> Street alignment was selected residents in the exception neighborhood would not be required to connect to City utilities at the time of construction even if a lateral line was included.

Mr. Kuntz replied in the affirmative.

Councilmember Hark confirmed there would be three scenarios in which residents would be forced to connect.

Mr. Kuntz replied in the affirmative.

Mayor Tourville questioned if there was a rough estimate of how much it would cost to hook up to the system.

Mr. Kaldunski stated he would not be able to provide an exact cost without a feasibility report. He explained he estimated construction of a lateral line to cost \$120,000 to \$180,000 depending on how much pipe was needed. He stated the connection fee would also change based on when a property owner decided to connect because the fees were generally adjusted annually.

Mr. Lynch reiterated if the lateral line was included the costs for the 69<sup>th</sup> Street and 71<sup>st</sup> Street alignments were nearly equal. He stated the City put together a report related to the status of the existing septic systems in the exception neighborhood. He explained there were eight (8) properties in the area with systems that ranged from 14 to 40 years old and when those systems failed the property owners would be required to connect to City utilities if they were unable to replace their system. He noted it would be more expensive at that time for residents to connect to City services.

Martha Zachary, 6921 Arkansas Ave., expressed disappointment that the 69<sup>th</sup> Street option was being discussed even though the City Council had previously removed it from consideration. She stated she did not want any of her property taken for an easement or right-of-way. She explained no one had approached her to discuss the proposed 69<sup>th</sup> Street alignment and she requested that people contact her directly if they had questions about her property. She reiterated she was opposed to the 69<sup>th</sup> Street alignment.

Jim Deanovic, developer, stated he was in favor of the 71<sup>st</sup> Street alignment. He opined if the residents in the 69<sup>th</sup> Street neighborhood did not want utilities extended through their neighborhood the City should not force the issue.

Mike Simon, 1636 69<sup>th</sup> Street, clarified if the 69<sup>th</sup> Street option was selected without a lateral line the pipe would be buried too deep for residents to connect.

Mayor Tourville replied in the affirmative.

Mr. Simon questioned if anyone on 69<sup>th</sup> Street would be assessed for the trunk line.

Mayor Tourville replied in the negative.

Mr. Simon questioned why the neighborhood was not notified about the meeting at which the Council chose to add the 69<sup>th</sup> Street option to the feasibility report. He stated a majority of the neighborhood had been under the assumption that it was not being considered.

Mayor Tourville stated the Council was given preliminary cost estimates that 70<sup>th</sup> Street and 71<sup>st</sup> Street options may have been a couple hundred thousand dollars more than the 69<sup>th</sup> Street option. The Council made the decision to add 69<sup>th</sup> Street to the feasibility report to obtain more refined cost estimates. He noted there was also a misconception in the neighborhood that people would be assessed for the trunk line. He stated adding it to the feasibility report provided the Council with more information to make a better decision.

Mr. Simon stated he and his wife were opposed to the 69<sup>th</sup> Street option in large part because of what would happen to the Zachary property. He opined the City had not provided the neighborhood with any concrete information regarding what would happen under the 69<sup>th</sup> Street scenario or the cost to property owners. He stated it was hard to make a decision without detailed information.

Nikki Abbott, 6720 Argenta Trail, questioned if the Zachary property could be restored to its original stated if utilities were extended through her property.

Mr. Kaldunski addressed the concerns regarding a lack of information communicated with the neighborhood. He explained the first step in the process was to do a feasibility study and set a public hearing. He stated neighborhood meetings were typically held approximately ten (10) days before the public hearing to share more detailed information with the affected property owners. He noted there were no plans at this point in time to include a street improvement project with the 69<sup>th</sup> Street alternative. He explained in the feasibility study the 69<sup>th</sup> Street alternative involved installation of a sanitary sewer that would be jacked approximately 35 feet deep below the existing surface of the Zachary property in an area to the north of the house. He stated the line would be directionally drilled and she would see no disturbance on the surface of her property from the deep sanitary sewer line. The second part of the improvement project would include directionally boring a trunk water main seven (7) to ten (10) feet deep that would be installed in such a manner that the surface of the property would not be disturbed.

Councilmember Hark questioned how wide the easement would be across the Zachary property.

Mr. Kaldunski stated the easement would match the southern right-of-way line of 69<sup>th</sup> Street and the City would attempt to negotiate an easement over the northern portion of the Zachary property.

Mayor Tourville questioned if there was an existing easement on the property.

Mr. Kaldunski replied in the negative. He noted the appraiser did provide an estimate on the value of the easement.

Ian Peterson, Ryland Homes, opined this was an opportunity for the neighborhood. He stated when the existing septic systems began to fail and there were city utilities surrounding the neighborhood it was extremely likely that property owners would be forced to bring sewer and water to their property to connect. He explained the deal being offered was favorable because the City would install the utilities and the property owners would not be forced to connect.

Joe Vogel, 6963 Arkansas Ave., opined that the value of the Zachary property would go down as a result of the easement. He stated the lot sizes in the neighborhood were part of the reason why the homes in the area were so unique. He explained he always expected sewer and water to eventually be extended down 70<sup>th</sup> Street because it was a major roadway and it was a much straighter alignment. He opined the cheapest option was not necessarily the best alternative. He questioned who would pay for the trunk line going from the Vista development to the Ridge development.

Mr. Lynch stated the developer would pay for the utility extension on and across his properties and the City would fund the extension of the remaining segments, including the construction of the lift station.

Mr. Vogel stated as a taxpayer he had as much right to have access to the trunk line as anyone else. He opined that the 70<sup>th</sup> Street alignment made the most sense.

Dick Roberts, 1655 68<sup>th</sup> St., stated it was nice to hear that the City was considering a lateral line if the 69<sup>th</sup> Street alignment was selected because it would provide some incentive or potential benefit to the exception neighborhood. He opined if that had been a part of the original proposal the neighborhood may have reacted more favorably.

Ed Joseph, 1735 70<sup>th</sup> St. W., stated he supported the 69<sup>th</sup> Street alignment because of the cost savings to the neighborhood. He explained if the trunk line was installed now with a lateral line the costs would be covered by the City rather than by the residents of the neighborhood. He opined that the neighborhood did not understand how expensive it would be to connect to the system in the future when their septic systems failed.

Mr. Kuntz clarified that if the 69<sup>th</sup> Street alternative was selected and a lateral line was installed the property owners would not be forced to connect to the system at the time of construction. If and when they did choose to connect, they would have to pay the applicable trunk and lateral connection fees.

Kyle Van, 6818 Argenta Trail, questioned if the feasibility study could include information outlining the

connection fees so residents would have a cost estimate to make an informed decision.

Mr. Kaldunski stated the issue was brought to the Council to determine if they wanted to add information regarding the lateral line to the feasibility study. He noted he could not provide detailed cost estimates without a feasibility study.

Councilmember Bartholomew questioned how large the easement would be across the Zachary property.

Mr. Kaldunski stated he did not know the exact dimensions of the easement at this time. He noted it would be located to the north of the existing home.

Councilmember Bartholomew questioned if anything could be done on the property within the easement.

Mr. Kaldunski stated the property owner would not be able to construct anything within the easement. He noted there was an existing septic system in the same location and the property owner was not currently allowed to construct anything over the septic system.

Councilmember Piekarski Krech stated the easement shown on the map appeared as though it would span half of the property.

Mr. Kaldunski stated the property owner would still retain ownership of the property within the easement and would still be able to enjoy the use of her yard. He noted property owners typically received compensation for easements that were granted.

Ms. Zachary stated no one had been to her house to perform an appraisal or find out where her septic system was located. She questioned the accuracy of the figures in the feasibility report.

Mayor Tourville stated the appraiser based their estimates on the value of the land.

Mr. Simon stated it was difficult to make a decision without a cost estimate.

Councilmember Bartholomew questioned if it would cost more to prepare a feasibility study for the lateral line on 69<sup>th</sup> Street.

Mr. Thureen stated there would be costs for the consultant to prepare the report.

Councilmember Mueller stated if the neighborhood was not interested they should not spend more money and staff time on the issue.

Mayor Tourville stated he originally saw further consideration of 69<sup>th</sup> Street as an opportunity to save money. He explained because the construction costs were so similar it may be best to proceed with the 71<sup>st</sup> Street alternative.

Mr. Kuntz stated the resolution would have to be amended to identify the 71<sup>st</sup> alignment as the selected alignment.

**Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 15-33 receiving the Feasibility Report dated February 23, 2015 and Calling for a Public Hearing to Order City Project No. 2015-13, Northwest Area Trunk Utility Improvements, Argenta District (70<sup>th</sup> Street Lift Station to Blackstone Ridge Development) and to amend the resolution to identify the 71<sup>st</sup> Street alignment as the preferred alternative.**

**Ayes: 5**

**Nays: 0      Motion carried.**

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

**9. ADJOURN:** Motion by Mueller, second by Hark, to adjourn. The meeting was adjourned by a unanimous vote at 12:12 am on Tuesday, February 24, 2015

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: March 9, 2015  
 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 February 5, 2015 to March 4, 2015.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending March 4, 2015. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$877,574.68
Debt Service & Capital Projects	113,170.05
Enterprise & Internal Service	518,617.85
Escrows	23,979.72
	<hr/>
Grand Total for All Funds	<u><u>\$1,533,342.30</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 February 5, 2015 to March 4, 2015 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING March 4, 2015**

**WHEREAS**, a list of disbursements for the period ending March 4, 2015 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	\$877,574.68
Debt Service & Capital Projects	113,170.05
Enterprise & Internal Service	518,617.85
Escrows	23,979.72
Grand Total for All Funds	<u><u>\$1,533,342.30</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of March, 2015.

Ayes:

Nays:

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

ATTEST:

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



# Expense Approval Report

By Fund

Payment Dates 2/5/2015 - 3/4/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAFE-FAST, INC.	148351	02/18/2015	Invoice	101.44.6000.451.60045	167.80
MN BOOKSTORE	011877	02/18/2015	413002	101.45.3300.419.60018	627.00
SPRINT	842483314-154	02/18/2015	Invoice	101.41.1000.413.50020	974.62
SPRINT	842483314-154	02/18/2015	Invoice	101.41.1100.413.50020	350.10
SPRINT	842483314-154	02/18/2015	Invoice	101.41.2000.415.50020	174.95
SPRINT	842483314-154	02/18/2015	Invoice	101.42.4000.421.50020	259.43
SPRINT	842483314-154	02/18/2015	Invoice	101.42.4200.423.50020	174.95
SPRINT	842483314-154	02/18/2015	Invoice	101.43.5000.441.50020	174.95
SPRINT	842483314-154	02/18/2015	Invoice	101.44.6000.451.50020	243.73
SPRINT	842483314-154	02/18/2015	Invoice	101.45.3000.419.50020	174.95
NEOGOV	INV14016	02/18/2015	2/14/15-2/13/16	101.41.1100.413.30700	3,567.00
CARGILL, INC.	2902101232	02/18/2015	Invoice	101.43.5200.443.60016	9,811.86
U OF M	0230015203	02/25/2015	5027611	101.43.5200.443.40046	59.00
CENTURY LINK	1-22-15	02/18/2015	Invoice	101.44.6000.451.50020	66.89
CENTURY LINK	1-22-15	02/18/2015	Invoice	101.44.6000.451.50020	58.94
KEEPRS, INC	266959	02/25/2015	INVERG0001	101.42.4000.421.60045	234.58
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.42.4000.421.50020	1,431.79
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.42.4200.423.50020	676.21
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.43.5000.441.50020	52.14
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.43.5100.442.50020	304.98
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.43.5200.443.50020	267.69
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.44.6000.451.50020	208.32
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.45.3000.419.50020	50.83
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	101.45.3300.419.50020	156.42
OXYGEN SERVICE COMPANY, IN	07848724	02/18/2015	04394	101.42.4000.421.60065	86.00
BERGUM, ERIC	1/26/15	02/18/2015	REIMBURSE-TRAINING	101.42.4200.423.30700	550.00
BERGUM, ERIC	1/26/15	02/18/2015	REIMBURSE-TRAINING	101.42.4200.423.50065	271.20
LAWMAN BADGE COMPANY	2030	03/04/2015	1/26/15	101.42.4000.421.60045	4,862.70
GRAINGER	9649707479	02/18/2015	Invoice	101.44.6000.451.40040	297.66
SNI SOLUTIONS	134499	02/18/2015	Invoice	101.43.5200.443.60016	2,460.00
KEEPRS, INC	267262	02/25/2015	INVERG0008	101.42.4000.421.60045	39.76
THUREEN, SCOTT D	1/28/15	02/18/2015	REIMBURSE-EDUCATION	101.43.5000.441.60018	30.00
KALDUNSKI, TOM	1/28/15	02/18/2015	REIMBURSE-SAFETY GLOVES	101.43.5100.442.60045	29.99
KEEPRS, INC	266959-01	02/25/2015	INVER0001	101.42.4000.421.60045	57.91
MN GLOVE & SAFETY, INC.	286214	02/18/2015	Invoice	101.44.6000.451.60045	19.90
SU-Z'S EMBROIDERY INC	30356	02/25/2015	1/28/15	101.43.5100.442.60045	67.49
EMERGENCY RESPONSE SOLUT	3467	02/23/2015	1/28/15	101.42.4200.423.60065	11,539.71
LILLIE SUBURBAN NEWSPAPERS	1/30/15 001363	02/18/2015	001363	101.41.2000.415.50025	115.50
LILLIE SUBURBAN NEWSPAPERS	1/30/15 001363	02/18/2015	001363	101.44.6000.451.50025	163.30
HINDMAN, PETE	1/30/15	02/18/2015	REIMBURSEMENT-SHOES	101.43.5100.442.60045	101.99
ASPEN MILLS	160613	02/25/2015	INV001	101.42.4200.423.30700	28.00
L.T.G. POWER EQUIPMENT	186653	02/18/2015	Invoice	101.44.6000.451.60040	149.35
TOTAL CONSTRUCTION & EQUIP	63140	02/18/2015	Invoice	101.44.6000.451.40047	118.05
TOTAL CONSTRUCTION & EQUIP	63141	02/18/2015	Invoice	101.44.6000.451.40040	96.05
TOTAL CONSTRUCTION & EQUIP	63144	02/25/2015	CIT001	101.42.4000.421.60018	502.03
TOTAL CONSTRUCTION & EQUIP	63145	02/18/2015	Invoice	101.44.6000.451.40040	179.22
OXYGEN SERVICE COMPANY, IN	03292260	02/25/2015	04394	101.42.4000.421.60065	24.80
CULLIGAN	1/31/15 157-98459100	02/25/2015	157-98459100-6	101.42.4200.423.60065	61.05
LEVANDER, GILLEN & MILLER P.	1/31/15 92000E	02/25/2015	2/2/15	101.42.4000.421.30410	13,716.94
BELLEISLE, MONICA	1/31/15	02/18/2015	REIMBURSE-MILEAGE	101.42.4200.423.50065	44.65
BARNA, GUZY, & STEFFEN LTD	141446	02/25/2015	1/31/15	101.41.1100.413.30430	91.00
MINNEAPOLIS OXYGEN CO.	171118511	02/25/2015	113504	101.42.4200.423.40042	53.76
MINNEAPOLIS OXYGEN CO.	171118512	02/25/2015	113504	101.42.4200.423.40042	54.56
NATURE CALLS, INC.	21250	02/18/2015	Invoice	101.44.6000.451.40065	162.00
LANGUAGE LINE SERVICES	3540273	03/04/2015	9020909043	101.42.4000.421.50020	24.56
FIRST IMPRESSION GROUP, THE	60521	02/25/2015	4363	101.41.1100.413.50032	2,885.00
LEVANDER, GILLEN & MILLER P.	1/15 Council 81000E	02/18/2015	Invoice	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.	1/15 Engineer 81000E	02/18/2015	Invoice	101.43.5100.442.30420	3,064.00
LEVANDER, GILLEN & MILLER P.	1/15 Inspectio 81000E	02/18/2015	Invoice	101.45.3300.419.30420	156.00
LEVANDER, GILLEN & MILLER P.	1/15 Mayor/C 81000E	02/18/2015	Invoice	101.41.1000.413.30420	2,266.18
LEVANDER, GILLEN & MILLER P.	1/15 Parks 81000E	02/18/2015	Invoice	101.44.6000.451.30420	146.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Planning	02/18/2015	Invoice	101.45.3200.419.30420	436.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Public W	02/18/2015	Invoice	101.43.5000.441.30420	904.00
USA MOBILITY WIRELESS INC	Y0317409-1	03/04/2015	0317409-1	101.42.4000.421.50020	9.78
STERLING CODIFIERS	16261	02/18/2015	IN0921	101.41.1100.413.30700	500.00
MAINSTREET DESIGNS, INC.	22576	02/18/2015	Invoice	101.44.6000.451.60065	2,653.80
DAKOTA CTY FIRE CHIEFS ASSN	2015 ANNUAL DUES	12/25/2015	2015 ANNUAL DUES	101.42.4200.423.50070	75.00
DAKOTA CTY FINANCIAL SVCS	1/31/15 P0001753	12/31/2014	P0001753	101.42.4000.421.60065	570.00
DAKOTA CTY FINANCIAL SVCS	1/31/15 P0001753	12/31/2014	P0001753	101.42.4000.421.70501	1,376.47
DAKOTA CTY FINANCIAL SVCS	1/31/15 P0001753	12/31/2014	P0001753	101.42.4200.423.30700	1,376.47
DAKOTA CTY FINANCIAL SVCS	1/31/15 P0001753	12/31/2014	P0001753	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	246837-9 2/15	12/31/2014	Invoice	101.44.6000.451.40020	340.23
DAKOTA ELECTRIC ASSN	250165-8 2/15	12/31/2014	Invoice	101.44.6000.451.40020	51.81
DAKOTA ELECTRIC ASSN	393563-2 2/15	12/31/2014	Invoice	101.44.6000.451.40020	267.68
DAKOTA ELECTRIC ASSN	426713-4 2/15	12/31/2014	Invoice	101.43.5400.445.40020	46.98
DAKOTA ELECTRIC ASSN	443054-2 2/15	12/31/2014	Invoice	101.44.6000.451.40020	12.14
KENISON, TERRI	DECEMBER 2014	12/31/2014	DECEMBER 2014	101.42.4200.423.30700	850.00
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.41.1100.413.30550	5.21
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.41.2000.415.30550	20.58
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.42.4000.421.30550	78.15
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.43.5000.441.30550	5.21
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.43.5100.442.30550	20.84
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.43.5200.443.30550	5.21
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.44.6000.451.30550	17.40
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.45.3000.419.30550	4.69
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	101.45.3300.419.30550	10.42
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.41.1100.413.30550	1.18
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.41.2000.415.30550	2.29
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.42.4000.421.30550	11.80
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.43.5000.441.30550	1.18
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.43.5100.442.30550	3.54
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.43.5200.443.30550	1.18
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.44.6000.451.30550	3.92
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.45.3000.419.30550	1.05
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	101.45.3300.419.30550	3.54
FIRSTSCRIBE	2465082	02/25/2015	I09213	101.43.5100.442.40044	250.00
THOMSON REUTER - WEST	831177715	02/25/2015	1000197212	101.42.4000.421.30700	147.95
GFOA	0162001	02/25/2015	2/10/15	101.41.2000.415.50070	250.00
UNIFIRST CORPORATION	0900239468	02/18/2015	Invoice	101.43.5200.443.60045	31.62
UNIFIRST CORPORATION	0900239468	02/18/2015	Invoice	101.44.6000.451.60045	24.39
XCEL ENERGY	445118655	02/18/2015	Invoice	101.44.6000.451.40010	993.92
XCEL ENERGY	445118655	02/18/2015	Invoice	101.44.6000.451.40020	1,665.02
EYEMED	9756550	02/25/2015	2/10/15	101.203.2032700	205.49
PERA	INV0037532	02/10/2015	PERA COORDINATED PLAN	101.203.2030600	72.04
PERA	INV0037533	02/10/2015	EMPLOYER SHARE (EXTRA PERA	101.203.2030600	5.54
EFTPS	INV0037534	02/10/2015	FEDERAL WITHHOLDING	101.203.2030200	67.65
MN DEPT OF REVENUE	INV0037535	02/10/2015	STATE WITHHOLDING	101.203.2030300	36.19
EFTPS	INV0037536	02/10/2015	MEDICARE WITHHOLDING	101.203.2030500	39.84
EFTPS	INV0037537	02/10/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	68.72
COLLINS ELECTRICAL CONST.	1530241.01	02/25/2015	Invoice	101.43.5400.445.40042	587.80
CARGILL, INC.	2902149428	02/25/2015	Invoice	101.43.5200.443.60016	1,549.35
TOTAL CONSTRUCTION & EQUIP	63241	03/05/2015	Invoice	101.44.6000.451.40047	101.81
O'REILLY AUTO PARTS	1767-130565	02/25/2015	Invoice	101.43.5200.443.60016	17.96
UNIFORMS UNLIMITED	237661	03/04/2015	I14866	101.42.4000.421.60045	7.99
MN FIRE SERVICE CERT BOARD	3111	03/04/2015	2/12/15	101.42.4200.423.30700	125.00
KUSTOM SIGNALS, INC.	509760	03/04/2015	18993	101.42.4000.421.40042	350.83
DAKOTA COMMUNICATIONS CEN	IG2015-03	03/04/2015	MARCH 2015	101.42.4000.421.70502	44,208.00
DAKOTA COMMUNICATIONS CEN	IG2015-03	03/04/2015	MARCH 2015	101.42.4200.423.70502	4,912.00
MN DEPT OF LABOR & INDUSTRY\	JANUARY 2015	02/12/2015	JANUARY SURCHARGE	101.207.2070100	909.05
MN DEPT OF LABOR & INDUSTRY\	JANUARY 2015	02/12/2015	JANUARY SURCHARGE	101.41.0000.3414000	(25.00)
HOME DEPOT CREDIT SERVICES	2/13/15 6035 3225 02/	03/04/2015	6035 3225 0255 4813	101.42.4200.423.60065	8.54
UNIFORMS UNLIMITED	237753	03/04/2015	I4866	101.42.4000.421.60045	51.49
NEWMAN SIGNS INC	TI-0282857	03/04/2015	Invoice	101.43.5200.443.60016	630.66
ACE PAINT & HARDWARE	523205/5	03/04/2015	501126	101.42.4200.423.60065	31.97
SPRINT	842483314-153	02/25/2015	Invoice	101.41.1000.413.50020	51.78
SPRINT	842483314-153	02/25/2015	Invoice	101.41.1100.413.50020	69.98
SPRINT	842483314-153	02/25/2015	Invoice	101.41.2000.415.50020	34.99
SPRINT	842483314-153	02/25/2015	Invoice	101.42.4000.421.50020	34.99
SPRINT	842483314-153	02/25/2015	Invoice	101.42.4200.423.50020	34.99
SPRINT	842483314-153	02/25/2015	Invoice	101.43.5000.441.50020	34.99

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINT	842483314-153	02/25/2015	Invoice	101.44.6000.451.50020	34.99
SPRINT	842483314-153	02/25/2015	Invoice	101.45.3000.419.50020	34.99
BATTLES, SHANNON	2/17/15	02/18/2015	REIMBURSE-MNGFOA	101.41.2000.415.50070	60.00
LEAGUE OF MN CITIES	213126	03/04/2015	2/17/15	101.41.1000.413.50080	120.00
UNIFIRST CORPORATION	900240435	02/25/2015	Invoice	101.43.5200.443.60045	31.62
UNIFIRST CORPORATION	900240435	02/25/2015	Invoice	101.44.6000.451.60045	24.39
SMITH KRISTI	2/18/15	02/25/2015	REIMBURSE-MILEAGE/MISC	101.41.2000.415.50035	30.76
SMITH KRISTI	2/18/15	02/25/2015	REIMBURSE-MILEAGE/MISC	101.41.2000.415.50065	66.13
SMITH KRISTI	2/18/15	02/25/2015	REIMBURSE-MILEAGE/MISC	101.41.2000.415.50070	60.00
SMITH KRISTI	2/18/15	02/25/2015	REIMBURSE-MILEAGE/MISC	101.41.2000.415.50075	15.00
SMITH KRISTI	2/18/15	02/25/2015	REIMBURSE-MILEAGE/MISC	101.41.2000.415.60010	1.28
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	101.42.4000.421.50035	8.85
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	101.42.4000.421.50070	20.00
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	101.42.4000.421.50075	31.24
SMITH KRISTI	2/18/15	02/25/2015	REIMBURSE-MILEAGE/MISC	101.44.6000.451.50075	15.00
JEFFERSON FIRE & SAFETY, INC	212351	02/18/2015	INV03	101.42.4200.423.50035	75.00
ACE PAINT & HARDWARE	523241/5	02/25/2015	Invoice	101.43.5200.443.60016	14.97
COORDINATED BUSINESS SYSTEMS	CNIN170663	03/04/2015	4555082	101.42.4200.423.30700	123.75
PRECISE MRM	IN200-1004504	02/25/2015	Invoice	101.43.5200.443.30700	70.12
UNIFORMS UNLIMITED	238297	03/04/2015	114866	101.42.4000.421.60045	373.45
UNIFORMS UNLIMITED	238299	03/04/2015	114866	101.42.4000.421.60045	50.33
3M	TP26860	03/04/2015	Invoice	101.43.5200.443.60016	595.35
INSIGHT EDGE	1389	02/18/2015	2/2/15	101.42.4000.421.30700	2,500.00
LOWE'S	Jan 2015	02/18/2015	Invoice	101.44.6000.451.60065	5.07
HILLYARD INC	601503899	03/04/2015	274086	101.42.4200.423.60011	259.58
AFSCME COUNCIL 5	INV0037868	02/20/2015	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	33.04
AFSCME COUNCIL 5	INV0037869	02/20/2015	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	756.69
AFSCME COUNCIL 5	INV0037870	02/20/2015	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	86.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0037871	02/20/2015	MIGUEL GUADALAJARA FEIN/TAX	101.203.2032100	279.69
MINNESOTA DEPARTMENT OF HEALTH	INV0037872	02/20/2015	JUSTIN PARRANTO FEIN/TAXPAY	101.203.2032100	300.41
GENESIS EMPLOYEE BENEFITS /	INV0037873	02/20/2015	HSA ELECTION-FAMILY	101.203.2032500	2,755.42
GENESIS EMPLOYEE BENEFITS /	INV0037874	02/20/2015	HSA ELECTION-SINGLE	101.203.2032500	2,925.35
ICMA RETIREMENT TRUST - 457	INV0037875	02/20/2015	ICMA-AGE <49 %	101.203.2031400	2,933.94
ICMA RETIREMENT TRUST - 457	INV0037876	02/20/2015	ICMA-AGE <49	101.203.2031400	4,607.30
ICMA RETIREMENT TRUST - 457	INV0037877	02/20/2015	ICMA-AGE 50+ %	101.203.2031400	1,075.51
ICMA RETIREMENT TRUST - 457	INV0037878	02/20/2015	ICMA-AGE 50+	101.203.2031400	9,351.99
ICMA RETIREMENT TRUST - 457	INV0037879	02/20/2015	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	73.67
PERA	INV0037880	02/20/2015	PERA COORDINATED PLAN	101.203.2030600	31,396.40
PERA	INV0037881	02/20/2015	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,415.06
PERA	INV0037882	02/20/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0037883	02/20/2015	EMPLOYER SHARE (PERA DEFINED)	101.203.2030600	69.23
PERA	INV0037884	02/20/2015	PERA POLICE & FIRE PLAN	101.203.2030600	11,433.30
PERA	INV0037885	02/20/2015	EMPLOYER SHARE (POLICE & FIRE)	101.203.2030600	17,149.91
ICMA RETIREMENT TRUST - 457	INV0037886	02/20/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	799.24
EFTPS	INV0037887	02/20/2015	FEDERAL WITHHOLDING	101.203.2030200	38,882.30
MN DEPT OF REVENUE	INV0037888	02/20/2015	STATE WITHHOLDING	101.203.2030300	15,991.86
EFTPS	INV0037889	02/20/2015	MEDICARE WITHHOLDING	101.203.2030500	11,310.16
EFTPS	INV0037890	02/20/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	35,790.44
ING DIRECT	INV0037915	02/20/2015	MSRS-HCSP	101.203.2032200	17,311.17
MN DEPT OF REVENUE	January 2015 CR	02/18/2015	Invoice	101.207.2070300	(0.31)
MN DEPT OF REVENUE	January 2015	02/18/2015	Invoice	101.207.2070300	23.82
BATTLES, SHANNON	2/23/15	03/04/2015	REIMBURSE-MNGFOA LUNCHEON	101.41.2000.415.50075	50.00
UNIFIRST CORPORATION	0900241416	03/04/2015	Invoice	101.43.5200.443.60045	31.62
UNIFIRST CORPORATION	0900241416	03/04/2015	Invoice	101.44.6000.451.60045	24.39
TYLER TECHNOLOGIES, INC	025-116913	02/25/2015	41443	101.41.2000.415.40044	438.00
SOUTH ST PAUL, CITY OF	10/1/14-1/2/15	02/25/2015	UTILITY BILLING 10/1/14-1/2/15	101.207.2070900	33.00
WS&D PERMIT SERVICE	114372	02/25/2015	JOB CANCELLED BD2014-2826	101.45.0000.3221000	153.40
SENSIBLE LAND USE COALITION	2/25/15	02/25/2015	REGISTRATION 2/25/15	101.45.3200.419.50080	38.00
MN STATE FIRE DEPT ASSOC	2015	02/25/2015	2015 MSFDA MEMEBERSHIP DUES	101.42.4200.423.50070	450.00
KEEPRS, INC	266959-80	02/25/2015	INVERG0001	101.42.4000.421.60045	(31.30)
KENISON, TERRI	JANUARY 2015	02/25/2015	JANUARY 2015	101.42.4200.423.30700	850.00
UNIFIRST CORPORATION	0900238512	02/18/2015	Invoice	101.43.5200.443.60045	31.62
UNIFIRST CORPORATION	0900238512	02/18/2015	Invoice	101.44.6000.451.60045	28.62
XCEL ENERGY	444220444	02/18/2015	Invoice	101.43.5200.443.40020	233.51
XCEL ENERGY	444220444	02/18/2015	Invoice	101.43.5400.445.40020	10,466.39
XCEL ENERGY	444238111	02/18/2015	Invoice	101.43.5400.445.40020	1,028.19
XCEL ENERGY	444238148	02/18/2015	Invoice	101.42.4200.423.40010	2,858.66
XCEL ENERGY	444238148	02/18/2015	Invoice	101.42.4200.423.40020	1,345.82
ACE PAINT & HARDWARE	523093/5	02/18/2015	Invoice	101.43.5200.443.60016	8.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOTAL CONSTRUCTION & EQUIP	63178	02/18/2015	Invoice	101.44.6000.451.40040	192.10
U OF M - CCE REGISTRATION	10361	02/25/2015	Invoice	101.44.6000.451.50080	185.00
DAKOTA ELECTRIC ASSN	109394-7 2/15	02/18/2015	Invoice	101.43.5400.445.40020	1,201.07
ADVANCED GRAPHIX, INC.	191598	02/18/2015	2/5/15	101.42.4000.421.50030	385.00
COMCAST	2/5/15 8772 10 591 03	02/25/2015	8772 10 591 0359526	101.42.4200.423.30700	12.62
O'REILLY AUTO PARTS	1767-129594	02/18/2015	1578028	101.44.6000.451.60040	1.99
SHORT ELLIOTT HENDRICKSON,	293207	02/25/2015	4340	101.43.5100.442.30300	1,706.59
ACE PAINT & HARDWARE	523128/5	02/18/2015	501126	101.44.6000.451.60040	19.99
AFSCME COUNCIL 5	INV0037506	02/06/2015	UNION DUES (AFSCME FAIR SHAI	101.203.2031000	33.04
AFSCME COUNCIL 5	INV0037507	02/06/2015	UNION DUES (AFSCME FULL SHA	101.203.2031000	756.69
AFSCME COUNCIL 5	INV0037508	02/06/2015	UNION DUES (AFSCME FULL SHA	101.203.2031000	86.00
CA DEPT OF CHILD SUPPORT SE	INV0037509	02/06/2015	MIGUEL GUADALAJARA FEIN/TAX	101.203.2032100	279.69
MINNESOTA DEPARTMENT OF HI	INV0037510	02/06/2015	JUSTIN PARRANTO FEIN/TAXPAY	101.203.2032100	300.41
GENESIS EMPLOYEE BENEFITS /	INV0037511	02/06/2015	HSA ELECTION-FAMILY	101.203.2032500	2,755.42
GENESIS EMPLOYEE BENEFITS /	INV0037512	02/06/2015	HSA ELECTION-SINGLE	101.203.2032500	2,875.35
ICMA RETIREMENT TRUST - 457	INV0037513	02/06/2015	ICMA-AGE <49 %	101.203.2031400	3,448.47
ICMA RETIREMENT TRUST - 457	INV0037514	02/06/2015	ICMA-AGE <49	101.203.2031400	4,507.30
ICMA RETIREMENT TRUST - 457	INV0037515	02/06/2015	ICMA-AGE 50+ %	101.203.2031400	1,262.72
ICMA RETIREMENT TRUST - 457	INV0037516	02/06/2015	ICMA-AGE 50+	101.203.2031400	4,951.99
ICMA RETIREMENT TRUST - 457	INV0037517	02/06/2015	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	73.67
IUOE	INV0037518	02/06/2015	UNION DUES IUOE	101.203.2031000	1,078.26
LELS	INV0037519	02/06/2015	UNION DUES (LELS)	101.203.2031000	1,482.00
PERA	INV0037520	02/06/2015	PERA COORDINATED PLAN	101.203.2030600	30,799.30
PERA	INV0037521	02/06/2015	EMPLOYER SHARE (EXTRA PERA	101.203.2030600	2,369.15
PERA	INV0037522	02/06/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0037523	02/06/2015	EMPLOYER SHARE (PERA DEFINI	101.203.2030600	69.23
PERA	INV0037524	02/06/2015	PERA POLICE & FIRE PLAN	101.203.2030600	13,013.73
PERA	INV0037525	02/06/2015	EMPLOYER SHARE (POLICE & FIR	101.203.2030600	19,520.57
ICMA RETIREMENT TRUST - 457	INV0037526	02/06/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	799.24
LELS SERGEANTS	INV0037527	02/06/2015	UNION DUES (LELS SGT)	101.203.2031000	235.00
EFTPS	INV0037528	02/06/2015	FEDERAL WITHHOLDING	101.203.2030200	39,167.38
MN DEPT OF REVENUE	INV0037529	02/06/2015	STATE WITHHOLDING	101.203.2030300	15,784.44
EFTPS	INV0037530	02/06/2015	MEDICARE WITHHOLDING	101.203.2030500	10,604.62
EFTPS	INV0037531	02/06/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,962.20
CENTURY LINK	2/7/2015	03/05/2015	Invoice	101.44.6000.451.50020	58.94
T MOBILE	2/8/15	02/25/2015	494910368	101.43.5100.442.50020	49.99
FOX, KIM	2/9/15	02/25/2015	REIMBURSE-EDA	101.41.1000.413.50075	83.49
UNIFORMS UNLIMITED	237199	02/25/2015	114866	101.42.4000.421.60045	150.10
XCEL ENERGY	444933920	02/18/2015	Invoice	101.42.4000.421.40042	42.77
SHORT ELLIOTT HENDRICKSON,	293327	02/25/2015	4340	101.43.5100.442.30300	3,957.19
STATE FIRE MARSHAL DIVISION	2015 CONFERENCE	03/04/2015	APRIL 15-16	101.42.4200.423.30700	260.00
NFPA	2015 RENEWAL	03/04/2015	2015 RENEWAL 6338177X	101.42.4200.423.50070	1,255.50
FIER, BRIAN	3/2/15	03/04/2015	REIMBURSE - RENEW CERTIFICA	101.42.4200.423.30700	354.00
SENSIBLE LAND USE COALITION	3/4/15	03/04/2015	MEMBERSHIP	101.45.3000.419.50070	250.00
MINNESOTA CHIEFS OF POLICE	4/20-4/22 2015	03/04/2015	REGISTRATION	101.42.4000.421.50080	1,135.00
AFSCME COUNCIL 5	INV0038157	03/06/2015	UNION DUES (AFSCME FAIR SHAI	101.203.2031000	33.04
AFSCME COUNCIL 5	INV0038158	03/06/2015	UNION DUES (AFSCME FULL SHA	101.203.2031000	756.69
AFSCME COUNCIL 5	INV0038159	03/06/2015	UNION DUES (AFSCME FULL SHA	101.203.2031000	86.00
GENESIS EMPLOYEE BENEFITS /	INV0038162	03/06/2015	HSA ELECTION-FAMILY	101.203.2032500	2,755.42
GENESIS EMPLOYEE BENEFITS /	INV0038163	03/06/2015	HSA ELECTION-SINGLE	101.203.2032500	2,925.35
ICMA RETIREMENT TRUST - 457	INV0038164	03/06/2015	ICMA-AGE <49 %	101.203.2031400	3,363.23
ICMA RETIREMENT TRUST - 457	INV0038165	03/06/2015	ICMA-AGE <49	101.203.2031400	4,607.30
ICMA RETIREMENT TRUST - 457	INV0038166	03/06/2015	ICMA-AGE 50+ %	101.203.2031400	1,230.89
ICMA RETIREMENT TRUST - 457	INV0038167	03/06/2015	ICMA-AGE 50+	101.203.2031400	4,779.36
ICMA RETIREMENT TRUST - 457	INV0038168	03/06/2015	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	73.67
IUOE	INV0038169	03/06/2015	UNION DUES IUOE	101.203.2031000	1,078.26
LELS	INV0038170	03/06/2015	UNION DUES (LELS)	101.203.2031000	1,300.00
PERA	INV0038171	03/06/2015	PERA COORDINATED PLAN	101.203.2030600	30,429.90
PERA	INV0038172	03/06/2015	EMPLOYER SHARE (EXTRA PERA	101.203.2030600	2,340.74
PERA	INV0038173	03/06/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0038174	03/06/2015	EMPLOYER SHARE (PERA DEFINI	101.203.2030600	69.23
PERA	INV0038175	03/06/2015	PERA POLICE & FIRE PLAN	101.203.2030600	13,246.16
PERA	INV0038176	03/06/2015	EMPLOYER SHARE (POLICE & FIR	101.203.2030600	19,869.20
ICMA RETIREMENT TRUST - 457	INV0038177	03/06/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	799.24
LELS SERGEANTS	INV0038178	03/06/2015	UNION DUES (LELS SGT)	101.203.2031000	235.00
EFTPS	INV0038179	03/06/2015	FEDERAL WITHHOLDING	101.203.2030200	38,987.14
MN DEPT OF REVENUE	INV0038180	03/06/2015	STATE WITHHOLDING	101.203.2030300	15,725.29
EFTPS	INV0038181	03/06/2015	MEDICARE WITHHOLDING	101.203.2030500	10,563.18
EFTPS	INV0038182	03/06/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,507.34

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ING DIRECT	INV0038314	03/06/2015	MSRS-HCSP	101.203.2032200	4,424.68
EFTPS	INV0038315	03/06/2015	MEDICARE WITHHOLDING	101.203.2030500	21.44
<b>Fund: 101 - GENERAL FUND</b>					<b>751,552.40</b>
GREENSPRING MEDIA GROUP	2014CI-120	03/04/2015	1/15/15	201.44.1600.465.50025	3,000.00
RIVER HEIGHTS CHAMBER OF COMMERCE	5212	03/04/2015	OCTOBER SERVICES	201.44.1600.465.30700	1,750.00
RIVER HEIGHTS CHAMBER OF COMMERCE	5212	03/04/2015	OCTOBER SERVICES	201.44.1600.465.40065	200.00
BENGTSON, NICOLE	11/12/14	11/12/2014	REIMBURSE-CVB JUNE-NOV	201.44.1600.465.50035	3.98
BENGTSON, NICOLE	11/12/14	11/12/2014	REIMBURSE-CVB JUNE-NOV	201.44.1600.465.50065	87.70
BENGTSON, NICOLE	11/12/14	11/12/2014	REIMBURSE-CVB JUNE-NOV	201.44.1600.465.50075	22.99
<b>Fund: 201 - C.V.B. FUND</b>					<b>5,064.67</b>
TAHO SPORTSWEAR	15TF0064	02/18/2015	Invoice	204.44.6100.452.60045	35.00
TAHO SPORTSWEAR	15TF0064	02/18/2015	Invoice	204.44.6100.452.60045	85.13
TAHO SPORTSWEAR	15TF0064	02/18/2015	Invoice	204.44.6100.452.60045	15.00
TAHO SPORTSWEAR	15TF0064	02/18/2015	Invoice	204.44.6100.452.60045	10.00
TAHO SPORTSWEAR	15TF0064	02/18/2015	Invoice	204.44.6100.452.60045	25.00
TAHO SPORTSWEAR	15TF0064	02/18/2015	Invoice	204.44.6100.452.60045	15.00
TAHO SPORTSWEAR	15TF0064	02/18/2015	Invoice	204.44.6100.452.60045	40.00
TAHO SPORTSWEAR	15TF00866	02/18/2015	Invoice	204.44.6100.452.60045	857.25
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	204.44.6100.452.50020	76.09
MRPA	8424	02/18/2015	Invoice	204.44.6100.452.50080	35.00
FACILITY PROGRAMS LLC	1222	12/31/2014	SOTA UT13	204.44.6100.452.50070	1,350.00
GENESIS EMPLOYEE BENEFITS, INC.	IN477724	12/31/2014	Invoice	204.44.6100.452.30550	2.24
GENESIS EMPLOYEE BENEFITS, INC.	IN481600	12/31/2014	Invoice	204.44.6100.452.30550	0.48
TWIN CITIES INFLATABLES, INC.	4822	02/18/2015	Invoice	204.44.6100.452.40065	248.00
TARGET BANK	Feb 2015 Stmt	03/05/2015	Invoice	204.44.6100.452.60009	59.14
TARGET BANK	Feb 2015 Stmt	03/05/2015	Invoice	204.44.6100.452.60009	28.21
IGH/SSP COMMUNITY EDUCATION	2-2-15	02/18/2015	Invoice	204.227.2271000	501.00
IGH SENIOR CLUB	2-2-15	02/18/2015	Invoice	204.227.2271000	336.00
MAYER ARTS INC	2756	02/18/2015	Invoice	204.44.6100.452.30700	846.00
MAYER ARTS INC	2756A	03/05/2015	Invoice	204.44.6100.452.30700	47.00
MN DEPT OF REVENUE	January 2015	02/18/2015	Invoice	204.207.2070300	10.84
FUN EXPRESS INC	670388954-01	03/05/2015	Invoice	204.44.6100.452.60009	90.73
GRAHAM, JEN	2/6/15	02/25/2015	REIMBURSE-SAMS CLUB	204.44.6100.452.60009	251.45
EBERT, LESLIE	5/21/12	06/06/2012	OVERPAYMENT ON ENROLLMENT	204.44.6100.452.70450	5.00
PFLUGER, ALASON	9/14/11-2	12/31/2011	REFUND DUE TO LOW ENROLLMENT	204.44.0000.3470000	162.00
<b>Fund: 204 - RECREATION FUND</b>					<b>5,131.56</b>
PETTY CASH - TERI O'CONNOR	1/12/15 B	02/18/2015	PETTY CASH REQUEST BOYS SECTION	205.100.1010400	2,000.00
ODLAND, LISA	1-15-15 ck rqst	03/05/2015	Invoice	205.207.2070300	7.57
ODLAND, LISA	1-15-15 ck rqst	03/05/2015	Invoice	205.44.0000.3492900	107.18
ECSI SYSTEM INTEGRATORS	21158	02/18/2015	Invoice	205.44.6200.453.50055	893.22
ECSI SYSTEM INTEGRATORS	21158	02/18/2015	Invoice	205.44.6200.453.50055	893.22
MENARDS - WEST ST. PAUL	74564	02/25/2015	Invoice	205.44.6200.453.60012	33.85
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	205.44.6200.453.50020	90.81
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	205.44.6200.453.50020	23.99
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	205.44.6200.453.50020	23.97
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	205.44.6200.453.50020	90.81
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	205.44.6200.453.50020	47.90
MRPA	8440	02/18/2015	Invoice	205.44.6200.453.60065	150.00
ROACH, RICK	1/27/15	02/25/2015	REIMBURSE-MILEAGE	205.44.6200.453.50065	31.35
ROACH, RICK	1/27/15	02/25/2015	REIMBURSE-MILEAGE	205.44.6200.453.50065	20.99
ROBERT BROOKE & ASSOCIATES	26690	02/25/2015	Invoice	205.44.6200.453.40040	36.37
PUSH PEDAL PULL	132615	02/25/2015	Invoice	205.44.6200.453.60040	846.36
DAKOTA GLASS & GLAZING INC	2015011	02/25/2015	Invoice	205.44.6200.453.60040	867.00
R & R SPECIALTIES OF WI, INC.	0056699-in	02/25/2015	Invoice	205.44.6200.453.40042	93.00
MENARDS - WEST ST. PAUL	75169	02/25/2015	Invoice	205.44.6200.453.60012	38.58
HORWITZ NS/I	HJ015351	02/25/2015	Invoice	205.44.6200.453.40040	5,370.00
NAC MECHANICAL & ELECTRICAL	111141	03/05/2015	Invoice	205.44.6200.453.40040	960.78
HILLYARD INC	601477380	02/25/2015	Invoice	205.44.6200.453.60011	252.09
HILLYARD INC	601477380	02/25/2015	Invoice	205.44.6200.453.60011	252.08
HILLYARD INC	601477381	02/25/2015	Invoice	205.44.6200.453.60040	188.56
HILLYARD INC	601477381	02/25/2015	Invoice	205.44.6200.453.60040	188.55
ICE SKATING INSTITUTE	121569	02/18/2015	Invoice	205.44.6200.453.50070	25.00
CULLIGAN	1-31-15	02/25/2015	Invoice	205.44.6200.453.60016	176.51
CULLIGAN	1-31-15	02/25/2015	Invoice	205.44.6200.453.60016	706.04
SWEENEY, LOGAN	12/12/15	12/25/2015	BOYS SECTION SEMI-FINALS	205.44.6200.453.30700	90.00
GENESIS EMPLOYEE BENEFITS, INC.	IN477724	12/31/2014	Invoice	205.44.6200.453.30550	22.04

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	205.44.6200.453.30550	5.21
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	205.44.6200.453.30550	4.98
XCEL ENERGY	445118655	02/18/2015	Invoice	205.44.6200.453.40010	14,484.76
XCEL ENERGY	445118655	02/18/2015	Invoice	205.44.6200.453.40010	4,921.43
XCEL ENERGY	445118655	02/18/2015	Invoice	205.44.6200.453.40020	14,518.66
XCEL ENERGY	445118655	02/18/2015	Invoice	205.44.6200.453.40020	12,078.62
UNITED LABORATORIES	INV110076	03/05/2015	Invoice	205.44.6200.453.60016	183.70
UNITED LABORATORIES	INV110076	03/05/2015	Invoice	205.44.6200.453.60016	183.70
R & R SPECIALTIES OF WI, INC.	0056804-in	02/25/2015	Invoice	205.44.6200.453.40042	73.50
ODLAND, LISA	2-11-15	02/18/2015	Invoice	205.207.2070300	7.64
ODLAND, LISA	2-11-15	02/18/2015	Invoice	205.44.0000.3492900	107.11
PREMIER ELECTRICAL CORPOR	61897	02/25/2015	Invoice	205.44.6200.453.40040	511.25
DORNFELD, MARK	2/12/15	02/25/2015	SECTION GAME	205.44.6200.453.30700	90.00
SWEENEY, BRIAN	2/12/15	02/25/2015	BOYS SECTION SEMI-FINALS	205.44.6200.453.30700	90.00
MSHSL REGION 3AA	2-12-15	02/18/2015	Invoice	205.44.0000.3492200	5,090.00
MENARDS - WEST ST. PAUL	76259	02/25/2015	Invoice	205.44.6200.453.60016	7.92
MENARDS - WEST ST. PAUL	76259	02/25/2015	Invoice	205.44.6200.453.60040	19.29
COMCAST	Feb 2015 Stmt	03/05/2015	Invoice	205.44.6200.453.50070	184.29
PETTY CASH - ATM	2/13/15	02/18/2015	ATM REQUEST	205.100.1011500	3,000.00
OFFICE DEPOT	Feb 2015 Stmt	03/05/2015	Invoice	205.44.6200.453.60065	45.99
COMMON SENSE BUILDING SER	35380	03/04/2015	FEBRUARY 2015	205.44.6200.453.40040	6,767.85
HAWKINS, INC.	3696413	03/05/2015	Invoice	205.44.6200.453.60024	1,256.16
HAWKINS, INC.	3696414	03/05/2015	Invoice	205.44.6200.453.60024	1,180.11
HILLYARD INC	601497220	02/25/2015	Invoice	205.44.6200.453.60011	250.25
HILLYARD INC	601497220	02/25/2015	Invoice	205.44.6200.453.60011	250.25
HILLYARD INC	601497221	02/25/2015	Invoice	205.44.6200.453.60011	309.88
HILLYARD INC	601497221	02/25/2015	Invoice	205.44.6200.453.60011	309.89
HILLYARD INC	601497251	02/25/2015	Invoice	205.44.6200.453.60040	13.25
HILLYARD INC	601497251	02/25/2015	Invoice	205.44.6200.453.60040	13.25
ACE PAINT & HARDWARE	523228/5	02/25/2015	Invoice	205.44.6200.453.60040	4.97
MN SAFETY SERVICES LLC	21815	03/05/2015	Invoice	205.44.6200.453.30700	1,840.00
ACE PAINT & HARDWARE	523235/5	02/25/2015	Invoice	205.44.6200.453.60011	11.96
ACE PAINT & HARDWARE	523235/5	02/25/2015	Invoice	205.44.6200.453.60011	50.40
NAC MECHANICAL & ELECTRICAL	111789	03/05/2015	Invoice	205.44.6200.453.40040	1,112.50
MN GLOVE & SAFETY, INC.	286659	03/05/2015	Invoice	205.44.6200.453.60045	122.97
MN GLOVE & SAFETY, INC.	286659	03/05/2015	Invoice	205.44.6200.453.60045	122.97
RICE SOUND & SERVICE INC	04-2613	02/25/2015	Invoice	205.44.6200.453.40042	1,182.00
TRINH, NICOLE	2/2/15	02/25/2015	REFUND-LOW ENROLLMENT	205.44.0000.3493501	177.00
VANCO SERVICES LLC	2-2-15	02/25/2015	Invoice	205.44.6200.453.70600	123.85
HAWKINS, INC.	3691267	02/25/2015	Invoice	205.44.6200.453.60024	240.53
SPRUNG SERVICES	65844	02/25/2015	Invoice	205.44.6200.453.40040	630.50
OLD WORLD PIZZA	Jan-Feb 2015	03/05/2015	Invoice	205.44.6200.453.60065	79.00
OLD WORLD PIZZA	Jan-Feb 2015	03/05/2015	Invoice	205.44.6200.453.76050	26.00
ONKEN, CORY	2/20/15	03/04/2015	REIMBURSE-MILEAGE	205.44.6200.453.50055	16.91
ONKEN, CORY	2/20/15	03/04/2015	REIMBURSE-MILEAGE	205.44.6200.453.50065	65.89
HILLYARD INC	601503890	03/05/2015	Invoice	205.44.6200.453.60011	22.75
HILLYARD INC	601503890	03/05/2015	Invoice	205.44.6200.453.60011	22.76
HILLYARD INC	601503891	03/05/2015	Invoice	205.44.6200.453.60011	171.09
HILLYARD INC	601503891	03/05/2015	Invoice	205.44.6200.453.60011	171.09
MN DEPT OF REVENUE	January 2015	02/18/2015	Invoice	205.207.2070300	8,533.88
STATE OF MN - DEPT OF PUBLIC	1907100512014 M-73	03/05/2015	Invoice	205.44.6200.453.50070	50.00
STATE OF MN - DEPT OF PUBLIC	1907100512014 M-73	03/05/2015	Invoice	205.44.6200.453.50070	50.00
HILLYARD INC	601505343	03/05/2015	Invoice	205.44.6200.453.60011	30.83
HILLYARD INC	601505343	03/05/2015	Invoice	205.44.6200.453.60011	30.84
HILLYARD INC	601505344	03/05/2015	Invoice	205.44.6200.453.60011	27.33
HILLYARD INC	601505344	03/05/2015	Invoice	205.44.6200.453.60011	27.32
SAM'S CLUB	Feb 2015 Stmt	03/05/2015	Invoice	205.44.6200.453.60011	9.62
SAM'S CLUB	Feb 2015 Stmt	03/05/2015	Invoice	205.44.6200.453.60011	9.62
SAM'S CLUB	Feb 2015 Stmt	03/05/2015	Invoice	205.44.6200.453.60065	14.96
SAM'S CLUB	Feb 2015 Stmt	03/05/2015	Invoice	205.44.6200.453.60065	11.98
SAM'S CLUB	Feb 2015 Stmt	03/05/2015	Invoice	205.44.6200.453.60065	7.67
R & R SPECIALTIES OF WI, INC.	0056921-IN	03/05/2015	Invoice	205.44.6200.453.40042	54.00
SOUTH ST PAUL BLUE LINE CLUB	12/18/14	02/25/2015	12/18/14	205.44.6200.453.50025	125.00
HILLYARD INC	601508983	03/05/2015	Invoice	205.44.6200.453.60011	6.86
HILLYARD INC	601508983	03/05/2015	Invoice	205.44.6200.453.60011	6.86
APEX ARENA SOLUTIONS, INC.	1st & final	03/05/2015	Invoice	205.44.6200.453.30700	7,500.00
APEX ARENA SOLUTIONS, INC.	1st & final	03/05/2015	Invoice	205.44.6200.453.30700	7,500.00
HILLYARD INC	601480509	02/25/2015	Invoice	205.44.6200.453.60011	243.43
HILLYARD INC	601480509	02/25/2015	Invoice	205.44.6200.453.60011	243.43

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COCA COLA BOTTLING COMPAN	118400314	02/25/2015	Invoice	205.44.6200.453.76100	301.92
BECKER ARENA PRODUCTS, INC	101990	02/25/2015	Invoice	205.44.6200.453.40040	86.25
HUEBSCH SERVICES	3408527	02/25/2015	Invoice	205.44.6200.453.40040	133.06
HUEBSCH SERVICES	3408527	02/25/2015	Invoice	205.44.6200.453.40040	168.22
ACE PAINT & HARDWARE	523114/5	02/25/2015	Invoice	205.44.6200.453.60040	60.45
HILLYARD INC	601483785	02/25/2015	Invoice	205.44.6200.453.60040	58.09
HILLYARD INC	601483785	02/25/2015	Invoice	205.44.6200.453.60040	58.09
PREMIER ELECTRICAL CORPOR	6188	02/25/2015	Invoice	205.44.6200.453.40040	653.00
HOME DEPOT CREDIT SERVICES	Jan 2015 Stmt	02/25/2015	Invoice	205.44.6200.453.60040	24.97
HOME DEPOT CREDIT SERVICES	Jan 2015 Stmt	02/25/2015	Invoice	205.44.6200.453.60040	24.97
GLEWWE DOORS	173850	02/25/2015	Invoice	205.44.6200.453.40040	1,810.00
GLEWWE DOORS	173875	02/25/2015	Invoice	205.44.6200.453.40040	225.00
SIGN RESULTS LLC	2-6-15	02/18/2015	Invoice	205.44.6200.453.40050	150.00
ACE PAINT & HARDWARE	523137/5	02/25/2015	Invoice	205.44.6200.453.60016	18.98
APEC	120013	02/25/2015	Invoice	205.44.6200.453.60016	338.77
GRAINGER	9661143496	02/25/2015	Invoice	205.44.6200.453.40040	208.13
<b>Fund: 205 - COMMUNITY CENTER</b>					<b>115,485.43</b>
LEVANDER, GILLEN & MILLER P./	81000E 1/15 EDA	02/18/2015	Invoice	290.45.3000.419.30420	60.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 EDA-Riv	02/18/2015	Invoice	290.45.3000.419.30420	280.00
GENESIS EMPLOYEE BENEFITS, IN	477724	12/31/2014	Invoice	290.45.3000.419.30550	0.52
GENESIS EMPLOYEE BENEFITS, IN	481600	12/31/2014	Invoice	290.45.3000.419.30550	0.10
<b>Fund: 290 - EDA</b>					<b>340.62</b>
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Impr Proj	02/18/2015	Invoice	402.44.6000.451.30420	283.50
FRIENDS OF THE MISSISSIPPI RI	2-4-15	02/18/2015	Invoice	402.44.6000.451.30700	12,291.87
<b>Fund: 402 - PARK ACQ. &amp; DEV. FUND</b>					<b>12,575.37</b>
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Doffing A	02/18/2015	Invoice	425.72.5900.725.30420	56.00
<b>Fund: 425 - 2005 IMPROVEMENT FUND</b>					<b>56.00</b>
EDWARDS, MICHAEL	1/27/15	02/18/2015	REIMBURSE-MEETING	428.72.5900.728.60065	10.13
KALDUNSKI, TOM	1/27/15	02/18/2015	REIMBURSE-MILEAGE/PARKING	428.72.5900.728.60065	82.26
AMERICAN ENGINEERING TESTII	66138	02/25/2015	INV001	428.72.5900.728.30300	856.00
<b>Fund: 428 - 2008 IMPROVEMENT FUND</b>					<b>948.39</b>
MENARDS - WEST ST. PAUL	75157	02/18/2015	Invoice	433.73.5900.733.60065	500.56
MENARDS - WEST ST. PAUL	75179	02/18/2015	Invoice	433.73.5900.733.60065	(108.92)
MENARDS - WEST ST. PAUL	75181	02/18/2015	Invoice	433.73.5900.733.60065	261.09
MENARDS - WEST ST. PAUL	76792	03/05/2015	Invoice	433.73.5900.733.60065	52.83
HOME DEPOT CREDIT SERVICES	Jan 2015 Stmt	02/25/2015	Invoice	433.73.5900.733.60065	116.83
<b>Fund: 433 - 2013 IMPROVEMENT FUND</b>					<b>822.39</b>
GOLIATH HYDRO-VAC INC	19790	02/25/2015	2014-11	434.73.5900.734.30340	2,463.00
ARCHITECTURAL DESIGN GROU	2015036	03/04/2015	14-056	434.42.4200.423.30700	500.00
<b>Fund: 434 - 2014 IMPROVEMENT FUND</b>					<b>2,963.00</b>
SHORT ELLIOTT HENDRICKSON, 292608		02/18/2015	4340	440.74.5900.740.30300	28,232.97
LILLIE SUBURBAN NEWSPAPERS	1/30/15 001363	02/18/2015	001363	440.74.5900.740.50025	205.90
LEVANDER, GILLEN & MILLER P./	81000E 1/15 #1509E	02/18/2015	Invoice	440.74.5900.740.30420	979.00
KIMLEY-HORN & ASSOCIATES, IN	6391324	02/18/2015	160509021.3	440.74.5900.740.30300	4,470.55
<b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>					<b>33,888.42</b>
SOUTH ST PAUL, CITY OF	10/1/14-1/2/15	02/25/2015	UTILITY BILLING 10/1/14-1/2/15	441.207.2070800	58.32
<b>Fund: 441 - STORM WATER MANAGEMENT</b>					<b>58.32</b>
BRAUN INTERTEC CORPORATIO	B019955	02/25/2015	I09213	446.74.5900.746.30700	4,534.50
BOLTON & MENK, INC.	1/14/15	02/18/2015	T18.108658	446.74.5900.746.30300	19,438.00
BOLTON & MENK, INC.	1/14/15	02/18/2015	T18.108658	446.74.5900.746.30300	22,131.15
LEVANDER, GILLEN & MILLER P./	81000E 1/15 #1510-Irr	02/18/2015	Invoice	446.74.5900.746.30420	8,118.26
LEVANDER, GILLEN & MILLER P./	81000E 1/15 #1511-Irr	02/18/2015	Invoice	446.74.5900.746.30420	549.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 #1513-Irr	02/18/2015	Invoice	446.74.5900.746.30420	1,040.50
LEVANDER, GILLEN & MILLER P./	81000E 1/15 #512-Irr	02/18/2015	Invoice	446.74.5900.746.30420	175.50
LEVANDER, GILLEN & MILLER P./	81000E 1/15 2014-13	02/18/2015	Invoice	446.74.5900.746.30420	554.00
EVERGREEN LAND SERVICES	00-11200	02/25/2015	2/10/15	446.74.5900.746.30700	1,261.60
BRAUN INTERTEC CORPORATIO	B022303	02/25/2015	I09213	446.74.5900.746.30700	1,465.50
<b>Fund: 446 - NW AREA</b>					<b>59,268.01</b>
SAVATREE	3559142	12/31/2014	1022556	450.75.5900.750.40047	404.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 450 - COMMUNITY PROJECTS FUND</b>					<b>404.00</b>
CITY OF WEST ST. PAUL	2015-0006	12/31/2014	VOLUNTEER EXPENSE	451.75.5900.751.30700	1,000.15
JOEL CARLSON	MARCH 2015	03/04/2015	MARCH 2015	451.75.5900.751.30700	1,000.00
<b>Fund: 451 - HOST COMMUNITY FUND</b>					<b>2,000.15</b>
LIBERTY TIRE RECYCLING, LLC	629379	02/25/2015	Invoice	454.43.5500.446.40025	186.00
<b>Fund: 454 - LANDFILL ABATEMENT</b>					<b>186.00</b>
SPRINT	842483314-154	02/18/2015	Invoice	501.50.7100.512.50020	349.90
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	501.50.7100.512.50020	244.44
SHERWIN-WILLIAMS	7413-7	02/18/2015	6682-5453-5	501.50.7100.512.60016	5.26
HACH COMPANY	9222520	02/18/2015	Invoice	501.50.7100.512.60019	1,965.93
CITY OF BLOOMINGTON	1/1/15-1/31/15	02/18/2015	P/A COLIFORM	501.50.7100.512.30700	430.50
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	501.50.7100.512.30550	15.12
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	501.50.7100.512.30550	3.41
O'REILLY AUTO PARTS	1767-130269	02/18/2015	Invoice	501.50.7100.512.60040	19.18
HOME DEPOT CREDIT SERVICES	21315	03/04/2015	Invoice	501.50.7100.512.60016	139.80
UPS	000027914A0075	03/04/2015	Invoice	501.50.7100.512.60016	8.07
SPRINT	842483314-153	02/25/2015	Invoice	501.50.7100.512.50020	69.98
MN DEPT OF HEALTH	2/17/15 OPERATOR C	02/18/2015	SCOTT GUBASH	501.50.7100.512.50080	32.00
MN AWWA	2/17/15 WATER OPEI	02/18/2015	WATER OPERATORS	501.50.7100.512.50080	525.00
OXYGEN SERVICE COMPANY, IN	07856111	03/04/2015	Invoice	501.50.7100.512.60016	187.48
O'REILLY AUTO PARTS	1767-129086	02/18/2015	Invoice	501.50.7100.512.60016	90.84
MN DEPT OF REVENUE	January 2015	02/18/2015	Invoice	501.207.2070200	1,249.57
MN DEPT OF REVENUE	January 2015	02/18/2015	Invoice	501.207.2070300	34.06
SOUTH ST PAUL, CITY OF	10/1/14-1/2/15	02/25/2015	UTILITY BILLING 10/1/14-1/2/15	501.50.7100.512.40005	251.58
XCEL ENERGY	444232801	02/18/2015	Invoice	501.50.7100.512.40010	2,411.07
XCEL ENERGY	444232801	02/18/2015	Invoice	501.50.7100.512.40020	14,716.89
HACH COMPANY	9225330	02/18/2015	Invoice	501.50.7100.512.60011	664.26
HAWKINS, INC.	3692418	02/18/2015	Invoice	501.50.7100.512.60019	5,630.26
HACH COMPANY	9227606	02/18/2015	Invoice	501.50.7100.512.60019	572.68
WATER CONSERVATION SERVIC	5721	02/25/2015	Invoice	501.50.7100.512.40046	270.13
MN POLLUTION CONTROL AGEN	9900035409	03/04/2015	06278	501.50.7100.512.50070	300.00
<b>Fund: 501 - WATER UTILITY FUND</b>					<b>30,187.41</b>
SAFE-FAST, INC.	INV148350	02/18/2015	Invoice	502.51.7200.514.40042	880.00
SAFE-FAST, INC.	INV148352	02/18/2015	Invoice	502.51.7200.514.40042	79.00
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	502.51.7200.514.30550	10.85
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	502.51.7200.514.30550	2.44
VIKING INDUSTRIAL CENTER	3040942	03/04/2015	Invoice	502.51.7200.514.60016	649.00
SOUTH ST PAUL, CITY OF	10/1/14-1/2/15	02/25/2015	UTILITY BILLING 10/1/14-1/2/15	502.51.7200.514.40015	406.84
XCEL ENERGY	444232801	02/18/2015	Invoice	502.51.7200.514.40010	293.50
XCEL ENERGY	444232801	02/18/2015	Invoice	502.51.7200.514.40020	1,098.20
METROPOLITAN COUNCIL ENVIR	0001040468	02/25/2015	5084	502.51.7200.514.40015	141,807.25
<b>Fund: 502 - SEWER UTILITY FUND</b>					<b>145,227.08</b>
VGM CLUB	641114	02/18/2015	Invoice	503.52.8600.527.40042	160.00
NAPA OF INVER GROVE HEIGHT	408741	02/18/2015	Invoice	503.52.8600.527.60012	45.77
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	503.52.8500.526.50020	386.67
MENARDS - WEST ST. PAUL	75077	02/18/2015	Invoice	503.52.8600.527.40040	289.32
XCEL ENERGY	443728089	02/18/2015	Invoice	503.52.8500.526.40010	276.91
XCEL ENERGY	443728089	02/18/2015	Invoice	503.52.8500.526.40020	687.73
XCEL ENERGY	443728089	02/18/2015	Invoice	503.52.8600.527.40010	646.70
XCEL ENERGY	443728089	02/18/2015	Invoice	503.52.8600.527.40020	588.11
MENARDS - WEST ST. PAUL	75231	02/18/2015	Invoice	503.52.8600.527.40040	(0.64)
MENARDS - WEST ST. PAUL	75233	02/18/2015	Invoice	503.52.8600.527.40040	10.02
DAKOTA ELECTRIC ASSN	201360-5 2/15	12/31/2014	Invoice	503.52.8600.527.40020	230.25
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	503.52.8000.521.30550	10.42
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	503.52.8600.527.30550	5.21
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	503.52.8000.521.30550	2.36
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	503.52.8600.527.60012	0.71
TDS METROCOM	2/13/15 651 457 3667	02/18/2015	Invoice	503.52.8500.526.50020	256.82
ARAMARK UNIFORM SERVICES	629-8162157	02/18/2015	Invoice	503.52.8600.527.60045	69.44
MPGA	2015 MPGA DUES	02/18/2015	2015 MEMBERSHIP DUES	503.52.8500.526.50070	75.00
MN DEPT OF REVENUE	January 2015	02/18/2015	Invoice	503.207.2070300	146.30
MPGA	2015 MEMBER CLUB	02/25/2015	2015 MEMBER CLUB DUES	503.52.8500.526.50070	75.00
PRESTIGE FLAG	392908	02/18/2015	Invoice	503.52.8500.526.40040	634.12
ARAMARK UNIFORM SERVICES	16105443	02/18/2015	Invoice	503.52.8600.527.60045	109.21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	997025-00	02/18/2015	Invoice	503.52.8600.527.40042	851.68
UNITED STATES FOOTGOLF ASS	1012	02/25/2015	2/9/15	503.52.8600.527.60020	2,630.00
MENARDS - WEST ST. PAUL	76012	02/18/2015	Invoice	503.52.8600.527.40040	6.42
<b>Fund: 503 - INVER WOOD GOLF COURSE</b>					<b>8,193.53</b>
EHLERS AND ASSOCIATES, INC.	66841	03/04/2015	2/13/15	511.50.7100.512.30150	260.62
<b>Fund: 511 - NWA - WATER</b>					<b>260.62</b>
EHLERS AND ASSOCIATES, INC.	66841	03/04/2015	2/13/15	512.51.7200.514.30150	260.63
<b>Fund: 512 - NWA - SEWER</b>					<b>260.63</b>
LEAGUE OF MN CITIES INS TRUS	29089	02/18/2015	0200037030	602.00.2100.415.50009	73,688.50
LEAGUE OF MN CITIES INS TRUS	48757	02/18/2015	CM 37066	602.00.2100.415.50010	37,536.25
LEAGUE OF MN CITIES INS TRUS	48757	02/18/2015	CM 37066	602.00.2100.415.50010	4,317.50
LEAGUE OF MN CITIES INS TRUS	48757	02/18/2015	CM 37066	602.00.2100.415.50011	35,331.50
LEAGUE OF MN CITIES INS TRUS	48757	02/18/2015	CM 37066	602.00.2100.415.50012	9,483.50
LEAGUE OF MN CITIES INS TRUS	48757	02/18/2015	CM 37066	602.00.2100.415.50015	460.25
LEAGUE OF MN CITIES INS TRUS	48757	02/18/2015	CM 37066	602.00.2100.415.50016	3,020.75
GENESIS EMPLOYEE BENEFITS, IN	477724	12/31/2014	Invoice	602.00.2100.415.30550	0.26
GENESIS EMPLOYEE BENEFITS, IN	481600	12/31/2014	Invoice	602.00.2100.415.30550	0.04
<b>Fund: 602 - RISK MANAGEMENT</b>					<b>163,838.55</b>
METROMATS	13107	02/18/2015	Invoice	603.00.5300.444.40065	38.50
VERIZON WIRELESS	9739451801 CR	02/25/2015	Invoice	603.00.5300.444.50020	(47.09)
SNAP-ON INDUSTRIAL	ARV/24749162	02/18/2015	Invoice	603.00.5300.444.60040	1,205.60
LITTLE FALLS MACHINE INC	00055583	02/18/2015	Invoice	603.00.5300.444.40041	128.58
HEALTHEAST VEHICLE SERVICE	21697	03/04/2015	1/27/15	603.00.5300.444.80700	9,253.80
SNAP-ON INDUSTRIAL	ARV/24758100	02/18/2015	Invoice	603.00.5300.444.60040	694.08
O'REILLY AUTO PARTS	1767-128558	02/18/2015	Invoice	603.00.5300.444.40041	4.66
O'REILLY AUTO PARTS	1767-128558	02/18/2015	Invoice	603.140.1450050	12.94
O'REILLY AUTO PARTS	1767-128575	02/18/2015	Invoice	603.00.5300.444.40041	22.80
KIMBALL MIDWEST	4018317	02/18/2015	Invoice	603.00.5300.444.60012	357.07
SECURITY ACCESS SYSTEMS IN	3098	02/18/2015	Invoice	603.00.5300.444.40040	700.00
TOTAL CONSTRUCTION & EQUIP	63138	02/18/2015	Invoice	603.00.5300.444.40040	304.65
TOTAL CONSTRUCTION & EQUIP	63142	02/18/2015	Invoice	603.00.5300.444.40040	336.18
TOTAL CONSTRUCTION & EQUIP	63143	02/18/2015	Invoice	603.00.5300.444.40040	301.02
TOTAL CONSTRUCTION & EQUIP	63146	02/18/2015	Invoice	603.00.5300.444.40040	414.02
FLEETPRIDE	66396591	02/18/2015	Invoice	603.00.5300.444.40041	2,919.39
WESTERN PETROLEUM COMPAN	97281906	02/18/2015	Invoice	603.140.1450050	746.79
METROMATS	12939	02/18/2015	Invoice	603.00.5300.444.40065	38.50
FRAMING PLACE & GALLERY, TH	21465	03/04/2015	Invoice	603.00.5300.444.40040	130.57
O'DAY EQUIPMENT, LLC	INV032399	02/25/2015	Invoice	603.00.5300.444.40041	168.82
TITAN MACHINERY	410277-CL	03/04/2015	Invoice	603.00.5300.444.40041	327.88
GENESIS EMPLOYEE BENEFITS, IN	477724	12/31/2014	Invoice	603.00.5300.444.30550	5.21
GENESIS EMPLOYEE BENEFITS, IN	481600	12/31/2014	Invoice	603.00.5300.444.30550	1.18
UNIFIRST CORPORATION	0900239468	02/18/2015	Invoice	603.00.5300.444.60045	111.08
UNIFIRST CORPORATION	0900239468	02/18/2015	Invoice	603.00.5300.444.60045	27.42
RED POWER DIESEL SERVICE, IN	11829	02/25/2015	Invoice	603.00.5300.444.40041	1,236.53
O'REILLY AUTO PARTS	1767-130268	02/18/2015	Invoice	603.00.5300.444.40041	122.24
O'REILLY AUTO PARTS	1767-130323	02/18/2015	Invoice	603.00.5300.444.40041	9.48
MANSFIELD OIL COMPANY	246250	02/18/2015	Invoice	603.140.1450060	11,718.59
MANSFIELD OIL COMPANY	246256	02/18/2015	Invoice	603.140.1450060	1,776.66
MANSFIELD OIL COMPANY	246259	02/18/2015	Invoice	603.140.1450060	4,145.41
O'REILLY AUTO PARTS	1767-130416	02/25/2015	Invoice	603.140.1450050	17.98
O'REILLY AUTO PARTS	1767-130547	02/25/2015	Invoice	603.00.5300.444.40041	199.96
BOYER TRUCKS - PARTS DISTRI	933583	02/25/2015	Invoice	603.00.5300.444.40041	605.89
BOYER TRUCKS - PARTS DISTRI	933659	02/25/2015	Invoice	603.00.5300.444.40041	299.45
LARSON COMPANIES	B-250430047	02/25/2015	Invoice	603.140.1450050	78.34
LARSON COMPANIES	B-250430268	02/25/2015	Invoice	603.140.1450050	70.71
COMMON SENSE BUILDING SER	35380	03/04/2015	FEBRUARY 2015	603.00.5300.444.40040	273.76
DIAMOND MOWERS INC	0095280-IN	03/04/2015	Invoice	603.00.5300.444.80400	31,524.00
O'REILLY AUTO PARTS	1767-131186	02/25/2015	Invoice	603.00.5300.444.60040	13.99
O'REILLY AUTO PARTS	1767-131188	02/25/2015	Invoice	603.00.5300.444.40041	6.19
O'REILLY AUTO PARTS	1767-131221	02/25/2015	Invoice	603.00.5300.444.40041	92.14
UNIFIRST CORPORATION	900240435	02/25/2015	Invoice	603.00.5300.444.40065	111.08
UNIFIRST CORPORATION	900240435	02/25/2015	Invoice	603.00.5300.444.60045	27.42
O'REILLY AUTO PARTS	1767-131335	02/25/2015	Invoice	603.00.5300.444.40041	77.16
O'REILLY AUTO PARTS	1767-131340	02/25/2015	Invoice	603.00.5300.444.40041	9.38
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	603.00.5300.444.40041	24.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FACTORY MOTOR PARTS COMP	1-4634152	03/04/2015	Invoice	603.00.5300.444.40041	51.17
FACTORY MOTOR PARTS COMP	1-Z03721	03/04/2015	Invoice	603.140.1450050	103.92
MN LOCKS	101069643	02/18/2015	Invoice	603.00.5300.444.60065	20.04
MIDWAY FORD	102138	02/18/2015	Invoice	603.00.5300.444.80700	26,084.48
O'REILLY AUTO PARTS	1767-129058	02/18/2015	Invoice	603.140.1450050	34.57
O'REILLY AUTO PARTS	1767-129123	02/18/2015	Invoice	603.00.5300.444.40041	10.54
FLEETPRIDE	66435918	02/18/2015	Invoice	603.00.5300.444.40041	171.98
DAKOTA CTY TREASURER-AUDI	18867	02/18/2015	Invoice	603.00.5300.444.40025	107.10
KIMBALL MIDWEST	4058565	03/04/2015	Invoice	603.00.5300.444.60012	123.26
HARMON AIR, INC	4619	03/04/2015	Invoice	603.00.5300.444.40040	707.50
O'REILLY AUTO PARTS	1767-132029	03/04/2015	Invoice	603.00.5300.444.60040	13.98
O'REILLY AUTO PARTS	1767-132083	03/04/2015	Invoice	603.00.5300.444.60012	35.94
O'REILLY AUTO PARTS	1767-132088	03/04/2015	Invoice	603.00.5300.444.60040	9.98
STATE OF MN - DEPT OF PUBLIC	1907100502014	03/04/2015	Invoice	603.00.5300.444.50070	25.00
NATIONAL MECHANICAL SOLUTI	2084	03/04/2015	Invoice	603.00.5300.444.40040	7,875.00
SECURITY ACCESS SYSTEMS IN	22315	03/04/2015	Invoice	603.00.5300.444.40040	325.00
UNIFIRST CORPORATION	0900241416	03/04/2015	Invoice	603.00.5300.444.40065	111.08
UNIFIRST CORPORATION	0900241416	03/04/2015	Invoice	603.00.5300.444.60045	34.27
O'REILLY AUTO PARTS	1767-132227	03/04/2015	Invoice	603.00.5300.444.40041	77.80
O'REILLY AUTO PARTS	1767-132237	03/04/2015	Invoice	603.00.5300.444.60012	3.99
LITTLE FALLS MACHINE INC	00055745	02/18/2015	Invoice	603.00.5300.444.40041	218.64
UNIFIRST CORPORATION	0900238512	02/18/2015	Invoice	603.00.5300.444.40065	112.95
UNIFIRST CORPORATION	0900238512	02/18/2015	Invoice	603.00.5300.444.60045	27.42
XCEL ENERGY	444220444	02/18/2015	Invoice	603.00.5300.444.40010	2,892.95
XCEL ENERGY	444220444	02/18/2015	Invoice	603.00.5300.444.40020	1,984.53
BOYER TRUCKS - PARTS DISTRI	930795	02/18/2015	Invoice	603.00.5300.444.40041	301.45
O'REILLY AUTO PARTS	1767-129335	02/18/2015	Invoice	603.140.1450050	86.81
O'REILLY AUTO PARTS	1767-129532	02/18/2015	Invoice	603.00.5300.444.60012	92.98
O'REILLY AUTO PARTS	1767-129534	02/18/2015	Invoice	603.00.5300.444.60040	16.99
O'REILLY AUTO PARTS	1767-129537	02/25/2015	Invoice	603.140.1450050	24.27
FACTORY MOTOR PARTS COMP	1-Z03586	02/18/2015	Invoice	603.140.1450050	103.92
NUSS TRUCK AND EQUIPMENT	4430597P	02/25/2015	Invoice	603.00.5300.444.40041	158.27
FLEETPRIDE	66520334	02/18/2015	Invoice	603.00.5300.444.40041	82.64
WESTERN PETROLEUM COMPAN	97284340-41801	02/18/2015	Invoice	603.140.1450050	101.75
LARSON COMPANIES	B-250360189	02/18/2015	Invoice	603.00.5300.444.40041	18.93
NELSON AUTO CENTER	F35600	03/04/2015	Invoice	603.00.5300.444.80700	23,550.48
ABM EQUIPMENT & SUPPLY	0142506-IN	02/18/2015	Invoice	603.00.5300.444.40041	252.32
O'REILLY AUTO PARTS	1767-129614	02/18/2015	Invoice	603.00.5300.444.40040	177.50
ACE PAINT & HARDWARE	523130/5	02/25/2015	Invoice	603.00.5300.444.40040	11.48
FLEETPRIDE	66554067	02/18/2015	Invoice	603.00.5300.444.40041	(1,920.00)
EMERGENCY AUTOMOTIVE TECH	RP020615-1	02/25/2015	Invoice	603.00.5300.444.40041	168.65
METRO JANITORIAL SUPPLY INC	11013304	02/18/2015	Invoice	603.00.5300.444.60011	153.96
METRO JANITORIAL SUPPLY INC	11013305	02/18/2015	Invoice	603.00.5300.444.60011	91.06
O'REILLY AUTO PARTS	1767-130067	02/18/2015	Invoice	603.00.5300.444.40041	3.52
O'REILLY AUTO PARTS	1767-130141	02/18/2015	Invoice	603.00.5300.444.60012	21.99
FLEETPRIDE	66581445	02/18/2015	Invoice	603.00.5300.444.40041	36.55

**Fund: 603 - CENTRAL EQUIPMENT**

**135,342.62**

US BANCORP EQUIPMENT FINAN	271463143	02/18/2015	923425	604.00.2200.416.40050	4,688.49
COORDINATED BUSINESS SYSTE	ARIN093057	12/31/2014	1/29/15	604.00.2200.416.60010	68.28
OFFICE DEPOT	Feb 2015 Stmt	03/05/2015	Invoice	604.00.2200.416.60005	309.25
OFFICE DEPOT	Feb 2015 Stmt	03/05/2015	Invoice	604.00.2200.416.60010	13.55

**Fund: 604 - CENTRAL STORES**

**5,079.57**

LONE OAK COMPANIES	65925	02/18/2015	UTILITY BILLING	605.00.7500.460.50035	508.33
HILLYARD INC	601478507	02/18/2015	274069	605.00.7500.460.60016	305.32
USA MOBILITY WIRELESS INC	Y0317493B	02/25/2015	0317493-5	605.00.7500.460.40065	4.25
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.40020	20.01
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.40040	15.91
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.40044	1.16
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.40047	0.50
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.40065	0.30
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.60011	0.16
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.60016	1.28
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	605.00.7500.460.60065	0.66
SEACOLE	138686	03/05/2015	Invoice	605.00.7500.460.60016	1,720.86
LONE OAK COMPANIES	2/11/15	02/25/2015	UTILITY POSTAGE	605.00.7500.460.50035	1,491.32
COMMON SENSE BUILDING SER	35380	03/04/2015	FEBRUARY 2015	605.00.7500.460.40040	3,478.41
OERTEL ARCHITECTS	2	02/25/2015	PROFESSIONAL CONSULTING SE	605.00.7500.460.30700	6,820.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	444220444	02/18/2015	Invoice	605.00.7500.460.40020	8,720.27
TOTAL CONSTRUCTION & EQUIP	63177	02/18/2015	Invoice	605.00.7500.460.40040	192.10
HUEBSCH SERVICES	3408523	02/18/2015	100075	605.00.7500.460.40065	107.49
ACE PAINT & HARDWARE	523112/5	03/04/2015	501126	605.00.7500.460.60011	43.98
ACE PAINT & HARDWARE	523113/5	03/04/2015	501126	605.00.7500.460.60011	151.93
MINNESOTA ELEVATOR, INC	613454	02/25/2015	Invoice	605.00.7500.460.40040	239.40

**Fund: 605 - CITY FACILITIES**

**23,823.64**

SPRINT	842483314-154 CR	02/18/2015	Invoice	606.46.0000.3660000	(1,905.00)
KEEPRS, INC	12694354	02/25/2015	887115	606.00.1400.413.50020	1,040.56
VERIZON WIRELESS	9739451801	02/25/2015	Invoice	606.00.1400.413.50020	50.83
GS DIRECT, INC.	312882	02/25/2015	306120	606.00.1400.413.60010	309.27
US INTERNET	110-080034-0016	02/18/2015	2/10/15-3/9/15	606.00.1400.413.30700	220.00
INTEGRA TELECOM	120362525	02/18/2015	002129	606.00.1400.413.50020	273.60
INTEGRA TELECOM	120362526	02/18/2015	002129	606.00.1400.413.50020	381.60
INTEGRA TELECOM	120362527	02/18/2015	002129	606.00.1400.413.50020	258.00
INTEGRA TELECOM	120362528	02/18/2015	002129	606.00.1400.413.50020	3,547.80
WORKS COMPUTING, INC.	23324	02/18/2015	INVER	606.00.1400.413.30700	577.50
WORKS COMPUTING, INC.	23326	02/25/2015	1/30/15	606.00.1400.413.30700	467.50
GENESIS EMPLOYEE BENEFITS,	IN477724	12/31/2014	Invoice	606.00.1400.413.30550	5.21
GENESIS EMPLOYEE BENEFITS,	IN481600	12/31/2014	Invoice	606.00.1400.413.30550	1.18
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.50065	0.26
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.50080	4.96
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.60010	10.80
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.60041	5.57
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.60042	1.23
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.60065	1.69
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.80610	1.49
MN DEPT OF REVENUE	January 2015 B	12/31/2014	Invoice	606.00.1400.413.80620	0.15
WORKS COMPUTING, INC.	22875	02/25/2015	10/31/14	606.00.1400.413.30700	1,150.00

**Fund: 606 - TECHNOLOGY FUND**

**6,404.20**

STANTEC CONSULTING SERVICE	867304	02/18/2015	92607	702.229.2302801	3,619.50
EMMONS & OLIVIER RESOURCE	00095-0044-10	02/18/2015	00095-0044	702.229.2303201	5,989.05
EDWARDS, MICHAEL	1/30/15	02/18/2015	REIMBURSE- MEETING	702.229.2290200	115.92
CULLIGAN	1/31/15 157-98473242	03/04/2015	157-98473242-8	702.229.2286300	4.50
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Alan Beb	02/18/2015	Invoice	702.229.2285601	567.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Biagini/M	02/18/2015	Invoice	702.229.2304201	11.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Concord	02/18/2015	Invoice	702.229.2306301	816.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Deanovic	02/18/2015	Invoice	702.229.2303201	3,277.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Forfeiture	02/18/2015	Invoice	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Forfeiture	02/18/2015	Invoice	702.229.2291000	17.52
LEVANDER, GILLEN & MILLER P./	81000E 1/15 IMF Fina	02/18/2015	Invoice	702.229.2309001	77.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Nabersbt	02/18/2015	Invoice	702.229.2302801	856.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Orchard	02/18/2015	Invoice	702.229.2293601	264.00
LEVANDER, GILLEN & MILLER P./	81000E 1/15 Police-Fc	02/18/2015	Invoice	702.229.2291000	136.00
STATE TREASURER'S OFFICE	14-1290	12/31/2014	14-1290	702.229.2291000	36.13
DAKOTA CTY ATTORNEY	14-1290	12/31/2014	14-1290	702.229.2291000	72.75
STANTEC CONSULTING SERVICE	876272	03/04/2015	193802731	702.229.2309101	875.00
WAL-MART - IGH	2/11/15 ESCROW RE	03/04/2015	ESCROW RELEASE	702.229.2282501	975.50
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	702.229.2291000	41.50
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	702.229.2291000	20.75
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	702.229.2291000	20.75
PETTY CASH - POLICE	2/18/15	02/18/2015	PETTY CASH	702.229.2291000	20.75
OLD WORLD PIZZA	Jan-Feb 2015	03/05/2015	Invoice	702.229.2307200	29.00
MAUER CHEVROLET	2/23/15	03/04/2015	ESCROW RELEASE - MAUER CHE	702.229.2285300	3,297.24
MIHM CUSTOM HOMES, INC.	2/23/15	03/04/2015	ESCROW RELEASE - 1595 86TH C	702.229.2296301	397.61
NONNEMACHER, VINCENT & PAT	2/23/15	03/04/2015	ESCROW RELEASE - 7929 AREGE	702.229.2304401	647.00
SARANTOS, TONY	2/23/15	03/04/2015	ESCROW RELEASE - 8594 INVER	702.229.2305401	633.22
LEE BRANDEL CONSTRUCTION,	2/23/15	03/04/2015	ESCROW RELEASE - 9145 DALTO	702.229.2306001	1,122.03

**Fund: 702 - ESCROW FUND**

**23,979.72**

al

**1,533,342.30**

<b>Vendor Name</b>	<b>Payable Number</b>	<b>Post Date</b>	<b>Description (Item)</b>	<b>Account Number</b>	<b>Amount</b>
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**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Approving Demolition Contract – 6845 Dixie Avenue East**

Meeting Date: March 9, 2015  
 Item Type: Consent  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Tom Link, Director of Comm. Dev.  
 Reviewed by: NA



**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider the Resolution Awarding Contract for Demolition to Max Steinger Inc., as attached. The contract includes the demolition of:

- The Aaron (Paulette) Frederick residence and accessory buildings at 6845 Dixie Avenue
- The Aaron (Paulette) Frederick contractor’s yard at 6836 Dickman Trail
- The Dziejewicz detached garage at 6549 Doffing Avenue East

**BACKGROUND**

The City took possession of the Frederick residence and contractor’s yard last summer. The City acquired the Dziejewicz residential property three years ago and subsequently demolished the house. However, the terms of the sale allowed the Dziejewicz to lease the detached garage for two years. That lease expired last spring and the building is now empty.

The City sent out a Request for Proposal for demolition of these three properties last fall. Though the Request for Proposal was sent to seven contractors, the City received only one proposal. That proposal was for \$60,000. Staff was not satisfied with the single proposal or with the proposal’s cost. Staff, therefore, did not proceed with the demolition work last fall and sent out a new Request for Proposal this winter, again to seven contractors.

The City received four proposals for the demolition work, as follows:

- Kamish Excavation \$57,940.00
- Lloyd’s Construction Services Inc. \$54,600.00
- Carl Bolander & Sons Co. \$49,876.54
- Max Steinger Inc. \$45,000.00

Funding for the demolition of 6549 Doffing Avenue East will come from Project #9811. Sufficient funds exist to cover this cost.

Funding for the demolition of 6845 Dixie Avenue and 6836 Dickman Trail will come from the EDA. On June 23, 2014 Council approved funding for the purchase of these properties, however, at this time only \$12,150.51 of funds remain. Staff is working with the contractor to obtain a breakdown of the costs by parcel. If the costs for the demolition on these two parcels

exceed the funds available Council will be asked to approve an additional transfer to cover these costs at a later date.

**RECOMMENDATION**

Staff recommends approval of the Resolution Awarding the Contract for Demolition of 6845 Dixie Avenue East, 6836 Dickman Trail, and 6549 Doffing Avenue East to Max Steininger Inc., in the amount of \$45,000.

Enc: Resolution

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

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

**RESOLUTION AWARDING CONTRACT FOR DEMOLITION OF 6845 DIXIE AVENUE EAST, 6836 DICKMAN TRAIL, AND 6549 DOFFING AVENUE EAST TO MAX STEININGER INC.**

**WHEREAS**, the City desires to enter into a contract with a demolition contractor to remove residential structures at 6845 Dixie Avenue, remove a contractors yard at 6836 Dickman Trail, and remove a detached garage at 6549 Doffing Avenue East; and

**WHEREAS**, the City distributed Request for Proposals to seven demolition firms; and

**WHEREAS**, the City received four complete proposals from Kamish Excavation, Lloyd's Construction Services Inc., Carl Bolander & Sons Co., and Max Steininger Inc.; and

**WHEREAS**, the City has reviewed these proposals and the firm's qualifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Inver Grove Heights hereby selects Max Steininger Inc. to demolish the structures at 6845 Dixie Avenue East, 6836 Dickman Trail, and 6549 Doffing Avenue East at a cost of \$45,000 and direct staff to enter into a contract with Max Steininger Inc.

Adopted by the City Council of the City of Inver Grove Heights this 9<sup>th</sup> day of March, 2015.

Ayes:

Nays:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Change Order No. 8 and Pay Voucher No. 6 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: March 9, 2015  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SAT*  
*SB*

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 8 and Pay Voucher No. 6 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. The change order items will be funded through the Contingency Funds.

Change order No. 8, in the amount of \$39,332.84 is for various additional work requests needed for College Trail. The change order items include additional storm sewer and a sedimentation basin along College Trail, additional ditch grading and storm sewer along the north side of College Trail, and additional ditch grading near the Bower Path intersection. Change Order No. 8 reflects all outstanding additional work items from the 2014 construction season.

The only work remaining in 2015 is Contractor turf establishment warranty and punch list item work. I project that the Final Payment in 2015 will be approximately \$140,000 under the total budget set at the time of the contract award when all change orders and engineering services are included. A Final Compensating Change Order of approximately \$80,000 is anticipated when the Final Payment is made reflecting an under run of the project quantities and change orders.

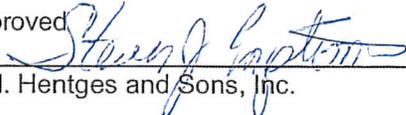
I recommend approval of Change Order No. 8, in the amount of \$39,332.84 (for a revised contract amount of \$3,045,100.93) and Pay Voucher No. 6, in the amount of \$284,220.43 for work on City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 Blaine Avenue Retaining Wall Replacement Improvements.

TJK/nh

Attachments: Pay Voucher No. 6  
Change Order No. 8

**CHANGE ORDER NO. 8**

**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 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: March 9, 2015
Contractor: S.M. Hentges and Sons, Inc. 650 Quaker Ave. 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: \$2,769,496.10	Original Contract Time: Final Completion Date – October 31, 2014
Previous Change Orders \$236,271.99	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$3,005,768.09	Contract Time Prior to this Change Order Final Completion Date – October 31, 2014
Net Increase (Decrease) of this Change Order \$39,332.84	Net Increase (Decrease) of Change Order 238 calendar days for Final Completion Date
Contract Price with all Approved Change Orders \$3,045,100.93	Contract Time with Approved Change Final Completion Date – June 26, 2015
Recommended By:  Nick Hahn, City of Inver Grove Heights	Approved By:  S.M. Hentges and Sons, Inc.

Approved By:

Approved By:

Date of Council Action:

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

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

\_\_\_\_\_  
March 9, 2015

## ATTACHMENT TO CHANGE ORDER NO. 8

### 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 Storm Sewer and Sedimentation Basin

This work was added to replace an existing drainage swale from College Trail to the existing wetland to the south with a sedimentation basin and storm sewer drop structure. Following field review of the existing drainage swale a sedimentation basin with a storm sewer drop structure was designed to reduce outlet velocities into the existing wetland. This work includes additional equipment, labor, and material costs. This was done as time-and-materials work with an agreed price of \$20,050.64.

Total cost of additional work = \$20,050.64

##### Additional Ditch Grading and Storm Sewer in College Trail North Ditch area

The proposed north ditch along College Trail maintained the existing rural section design of the north half of College Trail and continued the allowance of parking per State Aid standards. Following field review of the proposed ditch section and numerous discussions with residents from 8251 to 8279 College Trail, additional ditch grading and storm sewer work was required. The following work was completed to address requests and concerns of adjacent homeowners while maintaining State Aid standards.

- Additional storm sewer, yard inlet, and ditch grading from 8251 to 8261 College Trail
- Additional storm sewer, yard inlet, and ditch grading at 8265 College Trail
- Additional storm sewer, yard inlet, and ditch grading at 8271 College Trail
- Additional storm sewer and ditch grading at 8275 College Trail

This work includes additional equipment, labor, and material costs. This was done as time-and-materials work with an agreed price of \$16,601.50.

Total cost for the additional work = \$16,601.50

##### Bower Path Grading Work

The end of Bower Path west of 87<sup>th</sup> Street/Bower Court was removed as part of the project and the dead end roadway was not repaved. The proposed construction plans proposed the replacement of the pipe culvert consistent with the remainder of the culverts within the project area. Following coordination with the adjacent property owners, the culvert was proposed to be removed and replaced with a rural ditch section. The grading of the ditch section was work additional to the Contract. However, since the grading removed the need for a culvert crossing, this work will result in a savings of approximately \$500 for the project.

This work includes additional equipment, labor, and material costs. This was done as time-and-materials work with an agreed price of \$2,680.70

Total cost for the additional work = \$2,680.70

**Total Cost of Change Order No. 8 = \$ 39,332.84**

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 6 (Six)  
DATE: January 30, 2015  
PERIOD ENDING: January 30, 2015  
CONTRACT: 2014 Pavement Management Program  
PROJECT NO: 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction and 2014-06 – Blaine Avenue Retaining Wall Replacement

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

Original Contract Amount.....\$2,769,496.10  
Total Addition (Change Order No. 2, 3, 4, 6, 7, and 8).....\$275,604.83  
Total Deduction..... \$0.00  
Total Contract Amount.....\$3,045,100.93  
Total Value of Work to Date.....\$2,957,921.94  
Less Retained (2%).....\$59,158.44  
Less Previous Payment.....\$2,614,543.07  
Total Approved for Payment this Voucher.....\$284,220.43  
Total Payments including this Voucher.....\$2,898,763.50

**Approvals:**

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

Signed by: \_\_\_\_\_  
Thomas J. Kaldunski, City Engineer

March 9, 2015

Signed by: Steven J. Hentges  
S.M. Hentges, Inc)

MARCH 8, 2015  
Date

Signed by: \_\_\_\_\_  
George Tourville, Mayor

March 9, 2015

PAYMENT DETAIL LIST

Contract: CP 2014-09D and 2014-06  
 Owner: City of Inver Grove Heights  
 Projects: College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction  
 Blaine Avenue Retaining Wall Replacement  
 KHA Job No: 160509020

Schedule: A  
 Description: Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	0.85	0.85	\$ 141,500.00	\$ 120,275.00	\$ 120,275.00
2	2031.501	FIELD OFFICE	EACH	1.00	1.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
3	2100.601	NIGHT WORK	LUMP SUM	1.00		\$ 4,560.00	\$ 4,560.00	\$ -
4	2101.501	CLEARING	ACRE	0.90	0.90	\$ 2,630.00	\$ 2,367.00	\$ 2,367.00
5	2101.502	CLEARING	TREE	38.00	60.00	\$ 132.00	\$ 5,016.00	\$ 7,920.00
6	2101.506	GRUBBING	ACRE	0.90	0.90	\$ 2,630.00	\$ 2,367.00	\$ 2,367.00
7	2101.507	GRUBBING	TREE	38.00	60.00	\$ 132.00	\$ 5,016.00	\$ 7,920.00
8	2104.501	REMOVE PIPE CULVERTS	LIN FT	1000.00	578.00	\$ 4.00	\$ 4,000.00	\$ 2,312.00
9	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	160.00	277.00	\$ 6.00	\$ 960.00	\$ 1,662.00
10	2104.501	REMOVE CURB AND GUTTER	LIN FT	780.00	1453.00	\$ 4.10	\$ 3,198.00	\$ 5,957.30
11	2104.501	REMOVE RETAINING WALL	LIN FT	25.00	15.00	\$ 8.30	\$ 207.50	\$ 124.50
12	2104.501	REMOVE GUARD RAIL	LIN FT	438.00	438.00	\$ 7.70	\$ 3,372.60	\$ 3,372.60
13	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	16800.00	14920.00	\$ 0.50	\$ 8,400.00	\$ 7,460.00
14	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	60.00	168.00	\$ 8.90	\$ 534.00	\$ 1,495.20
15	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	185.00	176.00	\$ 15.50	\$ 2,867.50	\$ 2,728.00
16	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1050.00	1215.00	\$ 7.80	\$ 8,190.00	\$ 9,477.00
17	2104.507	REMOVE RIPRAP	CU YD	63.00	61.44	\$ 10.00	\$ 630.00	\$ 614.40
18	2104.509	REMOVE BOX CULVERT END	EACH	1.00		\$ 800.00	\$ 800.00	\$ -
19	2104.509	REMOVE CATCH BASIN	EACH	1.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00
20	2104.509	REMOVE CASTING & RINGS (STORM)	EACH	6.00	5.00	\$ 100.00	\$ 600.00	\$ 500.00
21	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	1.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00
22	2104.523	SALVAGE MARKER	EACH	2.00		\$ 26.50	\$ 53.00	\$ -
23	2104.523	SALVAGE SIGN TYPE C	EACH	44.00	39.00	\$ 21.20	\$ 932.80	\$ 826.80
24	2104.523	SALVAGE SIGN TYPE D	EACH	4.00	4.00	\$ 26.50	\$ 106.00	\$ 106.00
25	2104.523	SALVAGE SIGN TYPE SPECIAL	EACH	3.00	3.00	\$ 26.50	\$ 79.50	\$ 79.50
26	2104.602	REMOVE FLARED END SECTION	EACH	1.00	3.00	\$ 225.00	\$ 225.00	\$ 675.00
27	2104.607	SALVAGE RANDOM RIPRAP	CU YD	20.00	40.00	\$ 15.00	\$ 300.00	\$ 600.00
28	2105.501	COMMON EXCAVATION (P)	CU YD	25535.00	25535.00	\$ 10.50	\$ 268,117.50	\$ 268,117.50
29	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	860.00	1263.00	\$ 8.00	\$ 6,880.00	\$ 10,104.00
30	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	10981.00	11443.00	\$ 11.50	\$ 126,281.50	\$ 131,594.50
31	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	WATER USAGE ALLOWANCE	80.00	47.40	\$ 135.00	\$ 10,800.00	\$ 6,399.00
32	2130.801	WATER USAGE ALLOWANCE	LUMP SUM	0.95	0.13	\$ 10,000.00	\$ 9,500.00	\$ 1,300.00
33	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	3815.00	5958.00	\$ 13.50	\$ 51,502.50	\$ 80,433.00
34	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	1915.00	2053.76	\$ 16.50	\$ 31,597.50	\$ 33,887.04
35	2221.501	AGGREGATE SHOULDERING CLASS 1	TON	1150.00	583.32	\$ 23.00	\$ 26,450.00	\$ 13,416.36
36	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	165.00	157.00	\$ 6.30	\$ 1,039.50	\$ 989.10
37	2232.604	MILL BITUMINOUS SURFACE (FULL DEPTH)	SQ YD	1360.00	1183.00	\$ 4.50	\$ 6,120.00	\$ 5,323.50
38	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SQ YD	27950.00	27950.00	\$ 3.25	\$ 90,837.50	\$ 90,837.50
39	2360.501	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	1300.00	1366.85	\$ 66.00	\$ 85,800.00	\$ 90,212.10

40	2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.C)	TON	1840.00	1752.69	\$	48.00	\$	86,320.00	\$	84,129.12
41	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (2.C)	TON	1300.00	1411.19	\$	63.00	\$	81,900.00	\$	88,904.97
42	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (3.B)	TON	1840.00	2088.03	\$	48.00	\$	88,320.00	\$	100,225.44
43	2360.501	TYPE SP 19.0 NON WEAR COURSE MIX (3.C)	TON	1840.00	1926.98	\$	43.00	\$	79,120.00	\$	82,860.14
44	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1050.00	1455.00	\$	18.00	\$	18,900.00	\$	26,190.00
45	2411.604	MODULAR BLOCK RETAINING WALL (WET CAST)	SQ YD	75.00	75.30	\$	430.00	\$	32,250.00	\$	32,379.00
46	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00	123.75	\$	13.25	\$	1,325.00	\$	1,639.69
47	2501.561	18" RC PIPE CULVERT DES 3006 CL III	LIN FT	649.00	198.00	\$	34.00	\$	22,066.00	\$	6,732.00
48	2502.541	4" PERP PVC PIPE DRAIN	LIN FT	6838.00	6571.00	\$	7.80	\$	53,336.40	\$	51,253.80
49	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00	1.26	\$	10,000.00	\$	10,000.00	\$	12,600.00
50	2521.501	4" CONCRETE WALK	SQ FT	18245.00	15925.00	\$	2.75	\$	50,173.75	\$	43,793.75
51	2521.511	3" BITUMINOUS WALK	SQ FT	18000.00	17824.00	\$	1.05	\$	18,900.00	\$	18,715.20
52	2531.501	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	140.00	467.00	\$	19.00	\$	2,660.00	\$	8,873.00
53	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	5690.00	5820.00	\$	9.85	\$	56,046.50	\$	57,327.00
54	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	240.00	384.00	\$	42.00	\$	10,080.00	\$	16,128.00
55	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	705.00	576.00	\$	49.00	\$	34,545.00	\$	28,224.00
56	2531.602	PEDESTRIAN CURB RAMP	EACH	9.00	12.00	\$	625.00	\$	5,625.00	\$	7,500.00
57	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	250.00	83.00	\$	22.00	\$	5,500.00	\$	1,826.00
58	2531.603	SPOT CURB REPLACEMENT	LIN FT	200.00	109.00	\$	35.00	\$	7,000.00	\$	3,815.00
59	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	0.36	\$	12,000.00	\$	12,000.00	\$	4,320.00
60	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00	1.00	\$	1,900.00	\$	1,900.00	\$	1,900.00
61	2554.501	TRAFFIC BARRIER DESIGN B8338	LIN FT	525.00	717.00	\$	21.75	\$	11,418.75	\$	15,594.75
62	2554.521	ANCHORAGE ASSEMBLY - PLATE BEAM	EACH	4.00	4.00	\$	775.00	\$	3,100.00	\$	3,100.00
63	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	105.00	103.00	\$	42.00	\$	4,410.00	\$	4,326.00
64	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	1.45	\$	15,000.00	\$	15,000.00	\$	21,750.00
65	2564.531	SIGN PANELS TYPE C	SQ FT	373.00	394.25	\$	33.00	\$	12,309.00	\$	13,010.25
66	2564.531	SIGN PANELS TYPE D	SQ FT	71.00	106.50	\$	30.00	\$	2,130.00	\$	3,195.00
67	2564.537	INSTALL SIGN TYPE SPECIAL	EACH	5.00	3.00	\$	105.00	\$	525.00	\$	315.00
68	2564.602	END OF ROADWAY MARKER X4-11	EACH	4.00	4.00	\$	105.00	\$	420.00	\$	420.00
69	2572.505	PRUNE TREES	HR	10.00	1.00	\$	210.00	\$	2,100.00	\$	210.00
70	2573.502	SILT FENCE, TYPE MS	LIN FT	4000.00	3462.00	\$	2.00	\$	8,000.00	\$	6,924.00
71	2573.530	STORM DRAIN INLET PROTECTION	EACH	42.00	36.00	\$	85.00	\$	3,570.00	\$	3,060.00
72	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	900.00	951.00	\$	2.55	\$	2,295.00	\$	2,425.05
73	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	0.75	\$	3,600.00	\$	3,600.00	\$	2,700.00
74	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	25,000.00	\$	25,000.00	\$	25,000.00
75	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1.00	1.00	\$	2,000.00	\$	2,000.00	\$	-
76	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00	0.59	\$	10,000.00	\$	10,000.00	\$	5,900.00
77	2574.525	ORGANIC TOPSOIL BORROW	CU YD	4700.00	3278.09	\$	35.00	\$	164,500.00	\$	114,733.15
78	2575.505	SODDING TYPE LAWN	SQ YD	1250.00	1600.00	\$	4.15	\$	5,187.50	\$	6,640.00
79	2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SQ YD	4750.00	4000.00	\$	1.25	\$	5,937.50	\$	5,000.00
80	2575.545	WEED SPRAYING	ACRE	2.00	2.00	\$	475.00	\$	950.00	\$	-
81	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	20425.00	25600.00	\$	1.15	\$	23,488.75	\$	29,440.00
82	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1.00	0.60	\$	3,350.00	\$	3,350.00	\$	2,010.00
83	2575.605	RAPID STABILIZATION METHOD 2 MOD	ACRE	1.00	0.50	\$	1,300.00	\$	1,300.00	\$	650.00
84	2575.605	SEED MIXTURE 25-141	ACRE	2.69	2.69	\$	500.00	\$	1,345.00	\$	1,345.00
85	2575.605	SEED MIXTURE 25-151	ACRE	3.60	5.50	\$	578.00	\$	2,080.80	\$	3,179.00
86	2582.501	PAVT MSSG (RT ARROW) PAINT	EACH	2.00	2.00	\$	42.00	\$	84.00	\$	-
87	2582.502	4" SOLID LINE WHITE - PAINT	LIN FT	3200.00	2896.00	\$	0.20	\$	640.00	\$	579.20
88	2582.502	4" BROKEN LINE YELLOW - PAINT - 40' GAP/10' LINE	LIN FT	2500.00	510.00	\$	0.26	\$	650.00	\$	132.60
89	2582.502	4" DOUBLE SOLID LINE YELLOW - PAINT	LIN FT	1500.00	1403.00	\$	0.37	\$	555.00	\$	519.11
90	2582.502	4" SOLID LINE YELLOW - PAINT	LIN FT	1900.00	1802.00	\$	0.20	\$	380.00	\$	360.40
91	2442.601	REMOVE EXISTING BRIDGE	LUMP SUM	1.00	1.00	\$	1,300.00	\$	1,300.00	\$	1,300.00

Schedule A Subtotal: \$ 1,898,316.85 \$ 1,875,357.52

Schedule: B Storm Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.501	COMMON EXCAVATION (P)	CU YD	6051.00	6051.00	\$ 10.00	\$ 60,510.00	\$ 60,510.00
2	2105.604	GEOTEXTILE FABRIC TYPE IV	SQ YD	147.00		\$ 2.25	\$ 330.75	\$ -
3	2501.601	FILL AND BULKHEAD BOX CULVERT	LUMP SUM		0.62	\$ 5,800.00	\$ 5,800.00	\$ 3,596.00
4	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	3.00	6.00	\$ 724.00	\$ 2,172.00	\$ 4,344.00
5	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	30.00	11.00	\$ 789.00	\$ 23,670.00	\$ 8,679.00
6	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	5.00	4.00	\$ 1,083.00	\$ 5,415.00	\$ 4,332.00
8	2501.602	42" RC PIPE APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,582.00	\$ 2,582.00	\$ 2,582.00
9	2501.602	CLEAN OUT BOX CULVERT	EACH	1.00		\$ 2,000.00	\$ 2,000.00	\$ -
10	2503.511	12" PVC PIPE SEWER SDR 35	LIN FT	14.00	14.00	\$ 34.25	\$ 479.50	\$ 479.50
11	2503.511	6" PVC PIPE SEWER SDR 35	LIN FT	44.00	41.00	\$ 10.50	\$ 462.00	\$ 430.50
12	2503.541	12" RC PIPE SEWER DES 3006 CL V	LIN FT	37.00	36.00	\$ 28.50	\$ 1,054.50	\$ 1,026.00
13	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	1682.00	1780.00	\$ 30.00	\$ 50,460.00	\$ 53,400.00
14	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	512.00	513.00	\$ 32.00	\$ 16,384.00	\$ 16,416.00
15	2503.541	18" RC PIPE SEWER DES 3006 CL IV	LIN FT	50.00	48.00	\$ 32.00	\$ 1,600.00	\$ 1,472.00
16	2503.541	24" RC PIPE SEWER DES 3006 CL III	LIN FT	1266.00	1194.00	\$ 36.00	\$ 45,576.00	\$ 42,984.00
17	2503.541	30" RC PIPE SEWER DES 3006 CL III	LIN FT	327.00	325.00	\$ 51.00	\$ 16,677.00	\$ 16,575.00
18	2503.541	36" RC PIPE SEWER DES 3006 CL III	LIN FT	139.00	143.00	\$ 66.50	\$ 9,243.50	\$ 9,509.50
19	2503.541	42" RC PIPE SEWER DES 3006 CL III	LIN FT	108.00	102.50	\$ 90.00	\$ 9,720.00	\$ 9,225.00
20	2503.602	CONNECT TO EXISTING CATCH BASIN	EACH	1.00	1.00	\$ 600.00	\$ 600.00	\$ 600.00
21	2503.602	CONNECT TO EXISTING MANHOLES	EACH	1.00	2.00	\$ 700.00	\$ 700.00	\$ 1,400.00
22	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7.00	8.00	\$ 250.00	\$ 1,750.00	\$ 2,000.00
23	2503.602	CONSTRUCT BULKHEAD	EACH	1.00	2.00	\$ 150.00	\$ 150.00	\$ 300.00
24	2504.602	12" GATE VALVE AND BOX	EACH	1.00	1.00	\$ 2,825.00	\$ 2,825.00	\$ 2,825.00
25	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	23.00	23.00	\$ 2,258.00	\$ 51,934.00	\$ 51,934.00
26	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	7.00	8.00	\$ 2,853.00	\$ 19,971.00	\$ 22,824.00
27	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	5.00	5.00	\$ 5,087.00	\$ 25,435.00	\$ 25,435.00
28	2506.502	CONST DRAINAGE STRUCTURE DES G	EACH	4.00	4.00	\$ 1,788.00	\$ 7,152.00	\$ 7,152.00
29	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	5.00	5.00	\$ 1,367.00	\$ 6,835.00	\$ 6,835.00
30	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	EACH	2.00	2.00	\$ 425.00	\$ 850.00	\$ 850.00
31	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	6.00	6.00	\$ 665.00	\$ 3,990.00	\$ 3,990.00
32	2506.602	OUTLET CONTROL STRUCTURE	EACH	2.00	2.00	\$ 3,225.00	\$ 6,450.00	\$ 6,450.00
33	2506.602	POND ELEVATION POST	EACH	1.00	1.00	\$ 225.00	\$ 225.00	\$ 225.00
34	2511.501	RANDOM RIPRAP CLASS III	CU YD	37.00	27.30	\$ 85.00	\$ 3,145.00	\$ 2,320.50
35	2511.501	RANDOM RIPRAP CLASS IV	CU YD	23.00	32.00	\$ 85.00	\$ 1,955.00	\$ 2,720.00
36	2511.607	INSTALL RANDOM RIPRAP	CU YD	20.00		\$ 35.00	\$ 700.00	\$ -
37	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	10.00	10.00	\$ 5.45	\$ 54.50	\$ 54.50
38	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	77.00	116.00	\$ 95.00	\$ 7,315.00	\$ 11,020.00
39	2575.605	SEED MIXTURE 33-261	ACRE	1.14	1.14	\$ 1,060.00	\$ 1,208.40	\$ 1,208.40
40	2501.602	51" SPAN PIPE-ARCH APRON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,311.00	\$ 2,311.00	\$ 2,311.00
41	2503.521	51" SPAN RC PIPE-ARCH SEWER CL IIIA	LIN FT	27.00	18.00	\$ 130.00	\$ 3,510.00	\$ 2,340.00

Schedule B Subtotal:

\$ 403,202.15 \$ 390,354.90

**Schedule: C**

**Description:** Watermain Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2103.507	DISCONNECT WATER SERVICE	EACH	5.00	1.00	\$ 400.00	\$ 2,000.00	\$ 400.00
2	2104.523	SALVAGE HYDRANT & VALVE	EACH	5.00	4.00	\$ 275.00	\$ 1,375.00	\$ 1,100.00
3	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00		\$ 150.00	\$ 750.00	\$ -
4	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	1.00	\$ 450.00	\$ 450.00	\$ 450.00
5	2504.602	20" BUTTERFLY VALVE WITH MH	EACH	2.00	2.00	\$ 12,920.00	\$ 25,840.00	\$ 25,840.00
6	2504.602	20" WATERMAIN OFFSET	EACH	1.00	1.00	\$ 11,060.00	\$ 11,060.00	\$ 11,060.00
7	2504.602	8" WATERMAIN OFFSET	EACH	1.00	1.00	\$ 4,435.00	\$ 4,435.00	\$ 4,435.00
8	2504.602	ADJUST GATE VALVE	EACH	18.00	23.00	\$ 135.00	\$ 2,430.00	\$ 3,105.00
9	2504.602	INSTALL HYDRANT AND VALVE	EACH	5.00	4.00	\$ 1,050.00	\$ 5,250.00	\$ 4,200.00
10	2504.602	RECONNECT WATER SERVICE	EACH	5.00		\$ 240.00	\$ 1,200.00	\$ -
11	2504.602	REMOVE AND REPLACE EXISTING RODDING TO EXISTING TEE	EACH	8.00	6.00	\$ 1,100.00	\$ 8,800.00	\$ 6,600.00
12	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	15.00	13.00	\$ 950.00	\$ 14,250.00	\$ 12,350.00
13	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	5.00		\$ 1,100.00	\$ 5,500.00	\$ -
14	2504.604	4" POLYSTYRENE INSULATION	SQ YD	25.00	5.00	\$ 41.00	\$ 1,025.00	\$ 205.00
15	2506.522	ADJUST FRAME & RING CASTING	EACH	2.00	2.00	\$ 265.00	\$ 530.00	\$ 530.00

Schedule C Subtotal:

\$ 84,895.00 \$ 70,275.00

**Schedule: D**

**Description:** Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	325.00		\$ 1.00	\$ 325.00	\$ -
2	2104.509	REMOVE MANHOLE	EACH	1.00		\$ 150.00	\$ 150.00	\$ -
3	2104.509	REMOVE CASTING & RINGS (SEWER)	EACH	8.00	14.00	\$ 70.00	\$ 560.00	\$ 980.00
4	2451.509	AGGREGATE BACKFILL	CU YD	50.00	108.00	\$ 35.00	\$ 1,750.00	\$ 3,780.00
5	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	2.00	\$ 125.00	\$ 625.00	\$ 250.00
6	2503.511	4" PVC PIPE SEWER SDR 26	LIN FT	113.00	110.00	\$ 48.00	\$ 5,424.00	\$ 5,280.00
7	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	303.00	310.00	\$ 50.25	\$ 15,225.75	\$ 15,577.50
8	2503.602	4" PIPE PLUG	EACH	2.00	2.00	\$ 70.00	\$ 140.00	\$ 140.00
9	2503.602	CONNECT SANITARY SEWER SERVICE	EACH	2.00	1.00	\$ 375.00	\$ 750.00	\$ 375.00
10	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
11	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	8.00	12.00	\$ 225.00	\$ 1,800.00	\$ 2,700.00
12	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	2.00	2.00	\$ 750.00	\$ 1,500.00	\$ -
13	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	8.00	10.00	\$ 854.00	\$ 6,832.00	\$ 8,540.00
14	2506.602	SANITARY SEWER MANHOLE (48")	EACH	2.00	2.00	\$ 3,104.00	\$ 6,208.00	\$ 6,208.00

Schedule D Subtotal:

\$ 42,289.75 \$ 44,830.50

Schedule: E  
 Description: Filtration Basin

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.501	CLEARING	ACRE	0.05	0.05	\$ 2,630.00	\$ 131.50	\$ 131.50
2	2101.502	CLEARING	TREE	11.00	11.00	\$ 132.00	\$ 1,452.00	\$ 1,452.00
3	2101.506	GRUBBING	ACRE	0.05	0.05	\$ 2,630.00	\$ 131.50	\$ 131.50
4	2101.507	GRUBBING	TREE	11.00	11.00	\$ 132.00	\$ 1,452.00	\$ 1,452.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	1699.00	1699.00	\$ 10.00	\$ 16,990.00	\$ 16,990.00
6	2501.601	12" RC PIPE CULVERT DES 3006 CL V	LIN FT	22.00	12.00	\$ 32.00	\$ 704.00	\$ 384.00
7	2501.602	12" RC PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 638.00	\$ 1,276.00	\$ 1,276.00
8	2502.521	6" PVC PIPE DRAIN	LIN FT	20.00	34.00	\$ 15.00	\$ 300.00	\$ 510.00
9	2502.541	6" PERF PE PIPE DRAIN	LIN FT	160.00	150.00	\$ 13.00	\$ 2,080.00	\$ 1,950.00
10	2502.602	VENTED CLEANOUT ASSEMBLY	EACH	6.00	6.00	\$ 210.00	\$ 1,260.00	\$ 1,260.00
11	2503.602	CONSTRUCT BULKHEAD	EACH	1.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00
12	2504.602	6" KNIFE VALVE AND BOX	EACH	1.00	1.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
13	2506.602	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 3,225.00	\$ 3,225.00	\$ 3,225.00
14	2571.505	DECIDUOUS SHRUB NO 5 CONT	SHRUB	46.00	46.00	\$ 65.00	\$ 2,990.00	\$ 2,990.00
15	2574.525	FILTER TOPSOIL BORROW	CU YD	440.00	440.00	\$ 50.00	\$ 22,000.00	\$ 22,000.00
16	2574.525	ORGANIC TOPSOIL BORROW	CU YD	200.00	200.00	\$ 35.00	\$ 7,000.00	\$ 7,000.00
17	2574.607	IRON ENHANCED SAND FILTER BORROW	CU YD	60.00	66.14	\$ 240.00	\$ 14,400.00	\$ 15,873.60
18	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	400.00	400.00	\$ 1.25	\$ 500.00	\$ 500.00
19	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	1000.00	1000.00	\$ 1.15	\$ 1,150.00	\$ 1,150.00
20	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	40.00	40.00	\$ 5.45	\$ 218.00	\$ 218.00
21	2575.604	EROSION STABILIZATION MAT - SHOREMAX	SQ YD	25.00	14.00	\$ 95.00	\$ 2,375.00	\$ 1,330.00
22	2575.605	SEED MIXTURE 25-141	ACRE	0.05	0.05	\$ 950.00	\$ 47.50	\$ 47.50
23	2575.605	SEED MIXTURE 33-261	ACRE	0.25	0.25	\$ 1,060.00	\$ 265.00	\$ 265.00
24	2575.605	SEED MIXTURE 33-262	ACRE	0.05	0.05	\$ 1,220.00	\$ 61.00	\$ 61.00

Schedule E Subtotal:

\$ 81,233.50 \$ 81,422.10

F

Schedule: Project 2014-06 - Blaine Avenue Retaining Wall Replacement

Description:

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	0.15	0.15	\$ 141,500.00	\$ 21,225.00	\$ 21,225.00
2	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	0.05		\$ 10,000.00	\$ 500.00	\$ -
3	2101.501	CLEARING	ACRE	0.10	0.20	\$ 2,630.00	\$ 263.00	\$ 526.00
4	2101.502	CLEARING	TREE	21.00	33.00	\$ 132.00	\$ 2,772.00	\$ 4,356.00
5	2101.506	GRUBBING	ACRE	0.10	0.20	\$ 2,630.00	\$ 263.00	\$ 526.00
6	2101.507	GRUBBING	TREE	21.00	33.00	\$ 132.00	\$ 2,772.00	\$ 4,356.00
7	2104.501	REMOVE CURB AND GUTTER	LIN FT	65.00	433.00	\$ 7.00	\$ 455.00	\$ 3,031.00
8	2104.501	REMOVE RETAINING WALL	LIN FT	480.00	458.00	\$ 11.30	\$ 5,424.00	\$ 5,175.40
9	2104.501	REMOVE WOOD FENCE	LIN FT	360.00	563.00	\$ 5.25	\$ 1,890.00	\$ 2,955.75
10	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	1140.00	285.00	\$ 0.50	\$ 570.00	\$ 142.50
11	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	241.00	204.00	\$ 9.00	\$ 2,169.00	\$ 1,836.00
12	2104.509	REMOVE GATE VALVE AND BOX	EACH	1.00		\$ 1,400.00	\$ 1,400.00	\$ -
13	2105.501	COMMON EXCAVATION (P)	CU YD	220.00	365.00	\$ 14.00	\$ 3,080.00	\$ 5,110.00
14	2123.601	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	5.00	5.00	\$ 135.00	\$ 675.00	\$ 675.00
15	2211.501	AGGREGATE BASE (CV CLASS 5 (100% CRUSHED LIMESTONE))	TON	85.00	85.00	\$ 16.50	\$ 1,402.50	\$ 1,402.50
16	2211.607	LANDSCAPE ROCK	CU YD	50.00	62.00	\$ 170.00	\$ 8,500.00	\$ 10,540.00
17	2360.604	FULL-DEPTH BITUMINOUS PATCHING	SQ YD	127.00	37.00	\$ 61.00	\$ 7,747.00	\$ 2,257.00
18	2411.604	MODULAR BLOCK RETAINING WALL (WET CAST)	SQ YD	288.00	253.00	\$ 430.00	\$ 123,840.00	\$ 108,790.00
19	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	347.00	285.00	\$ 7.80	\$ 2,706.60	\$ 2,223.00
20	2504.602	8" PIPE PLUG	EACH	2.00	2.00	\$ 200.00	\$ 400.00	\$ 400.00
21	2521.501	4" CONCRETE WALK	SQ FT	2500.00	2340.00	\$ 3.00	\$ 7,500.00	\$ 7,020.00
22	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	65.00	142.00	\$ 30.00	\$ 1,950.00	\$ 4,260.00
23	2531.602	PEDESTRIAN CURB RAMP	EACH	2.00	1.00	\$ 625.00	\$ 1,250.00	\$ 625.00
24	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	0.95	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00
25	2557.501	WIRE FENCE DESIGN 48V-9322	LIN FT	372.00	279.00	\$ 42.10	\$ 15,661.20	\$ 11,745.90
26	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	2.68	\$ 2,500.00	\$ 2,500.00	\$ 6,700.00
27	2573.502	SILT FENCE, TYPE MS	LIN FT	370.00		\$ 2.00	\$ 740.00	\$ -
28	2574.525	ORGANIC TOPSOIL BORROW	CU YD	104.00	212.00	\$ 35.00	\$ 3,640.00	\$ 7,420.00
29	2575.505	SODDING TYPE LAWN	SQ YD	937.00	1290.00	\$ 4.15	\$ 3,888.55	\$ 5,353.50
30	2557.603	WOODEN FENCE	LIN FT	600.00	562.00	\$ 40.00	\$ 24,000.00	\$ 22,480.00
31	2557.603	TEMPORARY ORANGE CONSTRUCTION FENCE	LIN FT	150.00	85.00	\$ 2.50	\$ 375.00	\$ 212.50

Schedule F Subtotal:

\$ 259,558.85 \$ 250,844.05

Schedule: G  
 Description: Change Order 3

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2105.541	STABILIZING AGGREGATE (LV)	CU YD	500.00	101.00	\$ 27.25	\$ 13,625.00	\$ 2,752.25
2	2105.604	GEOTEXTILE FABRIC TYPE V	SQ.YD	13700.00	14261.00	\$ 1.82	\$ 24,934.00	\$ 25,955.02

Schedule G Subtotal: \$ 38,559.00 \$ 28,707.27

**COST SUMMARY**

Contract: CP 2014-09D and 2014-06  
 Owner: City of Inver Grove Heights  
 Projects: College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction  
 Blaine Avenue Retaining Wall Replacement

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	Street Improvements	\$ 1,898,316.85	\$ 1,875,357.52
B	Storm Sewer Improvements	\$ 403,202.15	\$ 390,354.90
C	Watermain Improvements	\$ 84,895.00	\$ 70,275.00
D	Sanitary Sewer Improvements	\$ 42,289.75	\$ 44,830.50
E	Filtration Basin	\$ 81,233.50	\$ 81,422.10
F	Project 2014-06 - Blaine Avenue Retaining Wall Replacement	\$ 259,558.85	\$ 250,844.05
<b>Total Base Cost</b>		<b>\$ 2,769,496.10</b>	<b>\$ 2,713,084.07</b>

Change Order No. 2	\$ 12,419.60	\$ 12,419.60
Change Order No. 3	\$ 38,559.00	\$ 28,707.27
Change Order No. 4	\$ 153,494.58	\$ 132,579.35
Change Order No. 6	\$ 10,565.72	\$ 10,565.72
Change Order No. 7	\$ 21,233.09	\$ 21,233.09
Change Order No. 8	\$ 39,332.84	\$ 39,332.84

<b>Total Contract Amount</b>	<b>\$ 3,045,100.93</b>
Contract Work Completed To Date	\$ 2,957,921.94
Retainage (2.0%)	\$ 59,158.44
Previous Payments	\$ 2,614,543.07
Amount Due This Partial Payment #6	\$ 284,220.43

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting Individual Project Order (IPO) 19B for Additional Final Design and Construction Phase Services for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction.**

Meeting Date: March 9, 2015  
Item Type: Consent  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director

*SAT*

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

**PURPOSE/ACTION REQUESTED**

Resolution accepting Individual Project Order (IPO) 19B for additional final design and construction phase services for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction.

**SUMMARY**

The City Council previously accepted Kimley-Horn IPO No. 19 on September 9, 2013 for feasibility study, topographic survey, final design, and construction phase services for City Project 2014-09D. Kimley-Horn IPO 19A including additional topographic survey and final design phase services was accepted by the City Council on May 27, 2014. This IPO 19B includes additional final design and construction phase services for the project. The cost for these additional services is \$27,550 and will be funded by the Pavement Management Fund.

A summary of the additional services included in IPO 19B is as follows:

- Kimley-Horn prepared College Trail plan revisions at the direction of City staff to respond to requests from the area residents and to accommodate unknown field conditions. The plan revisions included the addition of a grant eligible sedimentation basin and outlet pipe near the College Trail wetland, modifications to the Bower Path intersection to accommodate resident comments/concerns, and reconfiguration of storm sewer along College Trail to avoid impacts to a CenturyLink fiber optic line.
- Kimley-Horn provided additional coordination and administration services during the construction phase of the project. Additional resident meetings were required to coordinate design changes and property impacts along College Trail. Kimley-Horn also provided additional construction administration services to assist City staff in negotiating additional work items, preparing change orders, and tracking project budgets.

I recommend that the Council adopt the resolution accepting IPO 19B from Kimley-Horn and Associates, Inc. in the amount of \$27,550 for City Project No. 2014-09D – College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction. I estimate that the final project cost will be approximately \$140,000 under the total budget set at the time of contract award when all change orders and engineering services are included.

TJK/nh  
Attachments: Resolution  
IPO No. 19B

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPCTING INDIVIDUAL PROJECT ORDER (IPO) NO. 19B FROM KIMLEY-HORN &  
ASSOCIATES, INC. FOR ADDITIONAL FINAL DESIGN AND CONSTRUCTION PHASES SERVICES  
FOR CITY PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION AND BARBARA AVENUE  
PARTIAL RECONSTRUCTION**

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

**WHEREAS**, on September 9, 2013 the City Council approved IPO 19 with Kimley-Horn and Associates, Inc. to include feasibility study, topographic survey, final design, and construction phase services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction; and

**WHEREAS**, on May 27, 2014 the City Council approved IPO 19A with Kimley-Horn and Associates, Inc. to include additional topographic survey and final design services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction; and

**WHEREAS**, City staff has requested and received IPO 19B from Kimley-Horn and Associates, Inc. which includes additional final design and construction phase services for the project.

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

1. IPO 19B from Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into an agreement with Kimley-Horn and Associates, Inc. in the amount of \$27,550 for additional final design and construction phase services for City Project No. 2014-09D – College Trail Reconstruction and Barbara Avenue Partial Reconstruction.
2. IPO 19B will be funded by the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9<sup>th</sup> day of March 2015.

AYES:  
NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER 19B

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction  
City Project 2014-09D

General Category of Services: Additional Construction Phase Services

Specific Scope of Basic Services: Additional construction phase services for the College Trail portion of the project. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: No change.

Deliverables: None identified at this time.

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

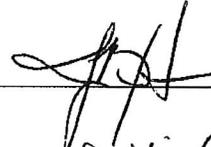
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Sr. Vice President

DATE: \_\_\_\_\_

DATE: 2/3/15

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 19B

COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVENUE PARTIAL  
STREET RECONSTRUCTION

Previous IPO's No. 19 and 19A included feasibility study, final design, and construction phase services for the College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction, City Project 2014-09D. This IPO includes additional construction phase services for the College Trail portion of the project. These services are detailed below.

1. Additional Plan Revisions

*A. CenturyLink Storm Sewer Conflict*

A 3x3 fiber optic line was identified in the field survey and Gopher One call information during the design phase of the project to be located under the proposed sidewalk. Following additional field locates prior to storm sewer construction, the fiber optic line was found to be in conflict with approximately 400 feet of the proposed storm sewer. Two additional iterations of storm sewer design were required as a result of the utility conflict.

*B. FES-13 Sedimentation Basin Design*

City staff requested that a pretreatment sedimentation basin and outlet control structure be designed and constructed to provide additional treatment and energy dissipation for stormwater runoff into the wetland south of College Trail. Kimley-Horn prepared a plan revision showing revised grading and storm sewer for the basin.

*C. Bower Path and College Trail Intersection*

Following a request from a resident in the College Heights area, Kimley-Horn prepared an alternative design for the intersection of College Trail and Bower Path. We prepared an exhibit for the purposes of discussing proposed changes with City staff. Following approval by City staff, Kimley-Horn finalized the plan revision to modify the Bower Path alignment and proposed curb line at the intersection.

## 2. Additional Coordination Meetings

Additional construction coordination and resident coordination meetings were attended by Kimley-Horn staff at the request of City staff. A list of these meetings is provided below:

- Two (2) meetings related to the CenturyLink storm sewer conflict
- Three (3) meetings related to a project schedule extension and additional work items for the Contractor
- Five (5) meetings for additional coordination with College Trail residents

## 3. Additional Construction Coordination

The original IPO prepared at the beginning of the final design phase assumed an effort level of 10 hours per week to provide construction coordination services. Additional construction coordination time was required due to difficulties with the Contractor. A construction coordination effort of approximately 14-15 hours per week on average (4-5 hours additional) was required for approximately 20 weeks.

## 4. Change Order and Budget Summary Preparation

Upon request by City staff, Kimley-Horn has prepared four (4) change orders for the project. We have also assumed that we will need to prepare one (1) additional change order through the completion of the project.

Kimley-Horn has also prepared and updated budget summary tabulations for the project. This work has included tabulating the partial payments, change orders, and City project activity reports to track the project budget and contingencies. We have prepared three (3) iterations of the budget summary and anticipate the need to prepare one (1) additional iteration as part of the project closeout.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 19B

COLLEGE TRAIL STREET RECONSTRUCTION AND BARBARA AVENUE PARTIAL  
STREET RECONSTRUCTION

Kimley-Horn proposes that the additional services completed within this IPO be performed on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1. Additional Plan Revisions	\$ 4,000
2. Additional Coordination Meetings	\$ 6,000
3. Additional Construction Coordination	\$ 12,000
4. Change Order and Budget Summary Preparation	\$ 4,000
<u>Reimbursable Expenses</u>	<u>\$ 1,550</u>
Total	\$ 27,550

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$27,550 including all labor and reimbursable expenses.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting Individual Project Order (IPO) 20A for Additional Final Design and Construction Phase Services for City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement.**

Meeting Date: March 9, 2015  
 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*

**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**

Resolution accepting Individual Project Order (IPO) 20A for additional final design and construction phase services for City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement.

**SUMMARY**

The City Council previously accepted Kimley-Horn IPO No. 20 on December 9, 2013 for final design services for City Project 2014-06 – Blaine Avenue Retaining Wall Replacement. This IPO 20A includes additional final design and construction phase services for the project. The cost for these additional services is \$16,950 and will be funded by the Pavement Management Fund.

A summary of the additional services included in IPO 20A is as follows:

- Following award of the construction contract, the property at the corner of Blaine Avenue and Blanchard Way was sold to a new owner. Kimley-Horn and City staff worked with the new owner to eliminate a portion of the proposed retaining wall on the property in exchange for additional grading and landscape improvements. Kimley-Horn prepared revised plans for the retaining wall that resulted in a construction cost savings of approximately \$15,000.
- Unforeseen watermain conditions were encountered along Blaine Avenue during the construction of the retaining wall. As a result of these unforeseen conditions, additional design services were required to coordinate and prepare plan revisions for the installation of a new watermain along Blaine Avenue and for the reconstruction of the eastern half of the roadway. Water utility funds will be utilized for this work.
- Kimley-Horn was requested by City staff to provide construction observation services that were not included in the original scope of work for the retaining wall improvements. Pavement Management Funds will cover this work.

I recommend that the Council adopt the resolution accepting IPO 20A from Kimley-Horn and Associates, Inc in the amount of \$16,950 for City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement.

TJK/nh  
 Attachments: Resolution  
 IPO No. 20A

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPCTING INDIVIDUAL PROJECT ORDER (IPO) NO. 20A FROM KIMLEY-HORN &  
ASSOCIATES, INC. FOR ADDITIONAL FINAL DESIGN AND CONSTRUCTION PHASES SERVICES FOR CITY  
PROJECT NO. 2014-06 – BLAINE AVENUE RETAINING WALL REPLACEMENT**

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

**WHEREAS**, on December 9, 2013 the City Council accepted a proposal from Kimley-Horn and Associates, Inc. for professional engineering services for City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement. IPO 20 was approved for final design services for the project; and

**WHEREAS**, City staff has requested and received, IPO 20A from Kimley-Horn and Associates, Inc. which includes additional final design and construction phase services for City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement.

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

1. IPO 20A from Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into an agreement with Kimley-Horn and Associates, Inc. in the amount of \$16,950 for additional final design and construction phase services for City Project No. 2014-06 – Blaine Avenue Retaining Wall Replacement.
2. IPO 20A will be funded by the Pavement Management Fund and the Water Utility Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9<sup>th</sup> day of March 2015.

AYES:

NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER (IPO) NO. 20A

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: Blaine Avenue Retaining Wall Replacement  
City Project 2014-06

General Category of Services: Additional Construction Phase Services

Specific Scope of Basic Services: Additional plan revisions and construction observation services. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: No change.

Deliverables: Retaining Wall Construction Observation Report

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: *Sr. Vice President* \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: *2/5/15* \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 20A

BLAINE AVENUE RETAINING WALL REPLACEMENT  
CITY PROJECT 2014-06

Previous IPO 20 included final design and construction phase services for the Blaine Avenue Retaining Wall Replacement project. This IPO includes design modifications and construction observation services. These services are detailed below.

1. Retaining Wall Design Modifications

During the plan preparation phase of the project the 7990 Blanchard Court property was for sale and the original owners were unwilling to consider modifications to their property while the home was on the market. Following the sale, the new owner was willing to consider modifications which allowed the wall at that property to be eliminated from the project. Kimley-Horn revised the wall design and assisted City staff in negotiating landscaping improvements on the 7990 Blanchard Court property. This work required re-designing half the retaining wall and additional coordination with residents, including three (3) site visits. The reduction in retaining wall will reduce future maintenance obligations for the City.

2. Blaine Avenue Watermain Replacement and Conflict Resolution

Unknown as-built conditions of the Grace Church water service were discovered during work to abandon the existing watermain behind the retaining wall. The existing watermain in the center of Blaine Avenue, assumed to be active, was found to be abandoned. Following this discovery, Kimley-Horn worked with City staff to develop alternatives to connect Grace Church to an active watermain. The selected alternative was made to replace the abandoned watermain under Blaine Avenue. Kimley-Horn prepared two (2) exhibits and the one (1) plan revision for the replacement of the abandoned watermain. The work required removal and replacement of the northbound driving lane on Blaine Avenue. Kimley-Horn also prepared and coordinated Change Order No. 4 with the Contractor for the watermain replacement work.

The abandoned watermain was removed and found to be contaminated with radon. The Contractor was unable to dispose of the watermain materials using standard disposal methods. Kimley-Horn assisted City staff in coordinating testing of the materials by AET and proper disposal by the Contractor.

### 3. Retaining Wall Construction Observation

At the request of City staff, Kimley-Horn provided construction observation services for the construction of the Blaine Avenue retaining wall. Following completion of construction, Kimley-Horn prepared a report summarizing our field observations, compiling geotechnical testing data, and confirming the wall construction was performed per the construction plans and specifications.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 20A

BLAINE AVENUE RETAINING WALL REPLACEMENT  
CITY PROJECT 2014-06

Kimley-Horn proposes that the additional services completed within this IPO be performed on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1. Retaining Wall Design Modifications	\$ 4,000
2. Blaine Avenue Watermain Replacement	\$ 7,500
3. Retaining Wall Construction Observation	\$ 4,500
<u>Reimbursable Expenses</u>	<u>\$ 950</u>
Total	\$ 16,950

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$16,950 including all labor and reimbursable expenses.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Authorizing the Submittal of Grant Applications for the Community Conservation Partnership (CCP) with Dakota County Soil and Water Conservation District for City Project No. 2015-09E – 47<sup>th</sup> Street Area Reconstruction for the Boyd Avenue Biofiltration Basin and Bower Court Hydrodynamic Separator**

Meeting Date: March 9, 2015  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Asst City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

SWS

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

**PURPOSE/ACTION REQUESTED**

Consider resolution authorizing the submittal of a grant applications for the Community Conservation Partnership (CCP) with Dakota County Soil and Water Conservation District for City Project No. 2015-09E – 47<sup>th</sup> Street Area Reconstruction for the Boyd Avenue biofiltration basin and Bower Court hydrodynamic separator

**SUMMARY**

The City Engineering Staff has been working with the Dakota County Soil and Water Conservation District (SWCD) to secure two cost share grants for the construction of: 1) a storm sewer hydrodynamic separator at Bower Court, and 2) a biofiltration basin in the northwest corner of Bethesda Church property. The City will apply for two Community Conservation Partnership (CCP) grants with Dakota County SWCD which would cover 65 percent of the costs up to a maximum of \$50,000 per grant.

The hydrodynamic separator total cost is estimated at \$54,000. It is a specially designed storm manhole that would provide water quality treatment for the area draining to Seidl's Lake by removing debris, total suspended solids, floatables, and attached nutrients.

The biofiltration basin total cost is estimated at \$56,600. It would be constructed within a City-obtained drainage easement within the Bethesda Church property at the northeast corner of Boyd Avenue and 47<sup>th</sup> Street. Staff is requesting authorization to negotiate and prepare an easement agreement and storm water facilities maintenance agreement with Bethesda Church and finance the easement through assessment negotiations. The City would be operator and owner of the biofiltration basin. Bethesda Church has agreed to perform the vegetation maintenance of the basin. In conjunction with this request, Bethesda Church is applying for a private grant to build an additional bioretention basin through the SWCD Conservation Initiative Funding program. If both grant applications are approved, through a partnership of the City, SWCD and Bethesda Church, Seidl's Lake will receive cleaner storm water and the 47<sup>th</sup> Street neighborhood will observe aesthetic improvements from the vegetated and landscaped basins.

Funding for the projects will come from SWCD Grants (up to \$50,000 each), and the 35 percent City portion of the cost share contribution through credits from land acquisition, City attorney, engineering, project management and inspection expenses and through pavement management funds.

A project fact sheet from the SWCD outlining this program is attached for reference. The SWCD staff believes this project is a prime candidate for funding in the 2015 construction season.

The City Engineer recommends adoption of the resolution authorizing the submittal of grant applications for the Community Conservation Partnership with Dakota County Soil and Water Conservation District for City Project No. 2015-09E – 47<sup>th</sup> Street Area Reconstruction for the Boyd Avenue biofiltration basin and the Bower Court hydrodynamic separator.

SWD/sd

Attachment: Resolution  
Grant Applications  
Cost estimates  
Project maps  
Project fact sheets  
Easement Exhibit

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE DAKOTA  
COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR THE COMMUNITY  
CONSERVATION PARTNERSHIP PROGRAM ON CITY PROJECT NO. 2015-09E – 47<sup>th</sup>  
STREET AREA RECONSTRUCTION FOR THE BOYD AVENUE BIOFILTRATION BASIN**

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

**WHEREAS**, as part of the City's 2015 Pavement Management Program, the 47<sup>th</sup> Street Area will be reconstructed and a storm water biofiltration basin is planned in the northeast corner of Boyd Avenue and 47<sup>th</sup> Street within the Bethesda Church property; and

**WHEREAS**, in order to improve water quality to Seidl's Lake the City Council has authorized the development of storm water facilities with the construction project; and

**WHEREAS**, based on the experience the Dakota County Soil and Water Conservation District has with the construction and maintenance of storm water facilities, the SWCD will assist the City with an application for a grant from their Community Conservation Partnership Program as outlined in the Council packet.

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

1. Staff is authorized to submit an application seeking up to \$50,000 in Community Conservation Partnership grant funds from the Dakota County Soil & Water Conservation District for storm water facilities for City Project No. 2015-09E – 47<sup>th</sup> Street Area Reconstruction for the Boyd Avenue biofiltration basin.
2. Council is providing authorization for staff to negotiate an easement agreement and storm water facilities maintenance agreement with Bethesda Church as a part of the SWCD application process.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th of March 2015.

AYES:

NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE DAKOTA  
COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR THE COMMUNITY  
CONSERVATION PARTNERSHIP PROGRAM ON CITY PROJECT NO. 2015-09E – 47<sup>th</sup>  
STREET AREA RECONSTRUCTION FOR THE BOWER COURT HYDRODYNAMIC  
SEPARATOR**

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

**WHEREAS**, as part of the City's 2015 Pavement Management Program, the 47<sup>th</sup> Street Area will be reconstructed and a storm water hydrodynamic separator is planned in the Bower Court; and

**WHEREAS**, in order to improve water quality to Seidl's Lake the City Council has authorized the development of storm water facilities with the construction project; and

**WHEREAS**, based on the experience the Dakota County Soil and Water Conservation District has with the construction and maintenance of storm water facilities, the SWCD will assist the City with an application for a grant from their Community Conservation Partnership Program as outlined in the Council packet.

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

1. Staff is authorized to submit an application seeking up to \$50,000 in Community Conservation Partnership grant funds from the Dakota County Soil & Water Conservation District for storm water facilities for City Project No. 2015-09E – 47<sup>th</sup> Street Area Reconstruction for the Bower Court hydrodynamic separator.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th of March 2015.

AYES:

NAYS:

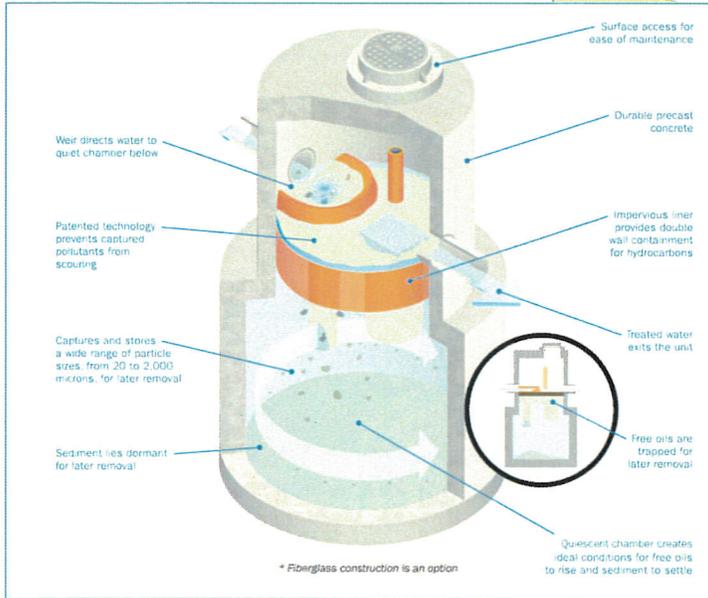
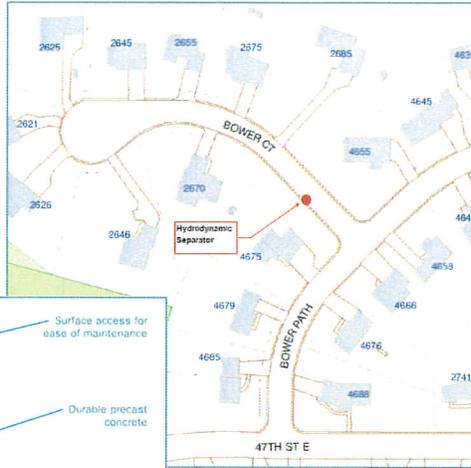
\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

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

# CITY OF INVER GROVE HEIGHTS

## BOWER COURT HYDRODYNAMIC SEPARATOR



### PRACTICE:

- Stormwater Retrofit (Hydrodynamic Separator)

### BENEFITS:

- Phosphorus and sediment saved from traveling downstream
- Improved water quality

### PARTNERS:

- Minnesota Board of Water and Soil Resources
- City of Inver Grove Heights

### WATERSHED:

- Mississippi River

### RECEIVING WATERS:

- Seidl Lake

### INSTALLATION:

- 2015

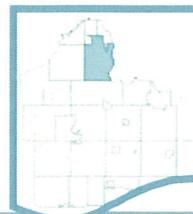
**PROJECT:** Installation of a Hydrodynamic Separator to treat stormwater runoff from the adjacent neighborhoods. The structure will be installed as part of the stormsewer system during a street reconstruction project and will remove sediment and phosphorus before stormwater is discharged to Seidl's Lake.

**FUNDING:** Total Project Cost:  
City:  
Cost share request:



Clean Water Fund:  
Protecting and restoring  
Minnesota's waters for

**LOCATION:**  
Bower Court  
Inver Grove Heights, MN





## Dakota County Soil and Water Conservation District COST SHARE APPLICATION

Program Type:     IPP     CCS     CIF     CCP

**1. LEAD APPLICANT**

Name/Title: Steve Dodge, P.E.  
 Organization: City of Inver Grove Heights  
 Address: 8150 Barbara Avenue Inver Grove Heights, MN 55077  
 Phone/email: 651-450-2541 sdodge@invergroveheights.org  
 Contact: Steve Dodge 651-450-2541 sdodge@invergroveheights.org

**2. PROJECT LOCATION**

Address/City/Township Name 2670 Bower Court (approximate) Inver Grove Heights, MN 55077 0  
 1/4 section 0    Section 28    Township 28    Range 22

**3. PROJECT DESCRIPTION, PLAN SKETCHES, AND PHOTO (attach additional pages as necessary)**

Installation of a Hydrodynamic Separator to treat stormwater runoff from the adjacent neighborhoods. The structure will be installed as part of the stormwater system during a street reconstruction project and will remove sediment and phosphorus before stormwater is discharged to Seidl's Lake. The city will provide engineering, construction documents and oversee the installation of the project. District staff will assist the city with design and provide technical assistance during the installation. The requested cost share funding will only be used for the installation of the hydrodynamic separator per the attached cost share agreement. Funding will not be used for any roadway improvements the city will be making as part of the project or for any other construction activities not identified on the approved cost share plans.

The application attachments are:

- 1) Application Factsheet
- 2) Cost Share Project Value Estimate
- 3) Subwatershed Analysis Worksheets
- 4) Urban Cost Share Program Contract with Operation & Maintenance Plan

**4. LIST THE MAIN OUTCOME OR BENEFITS OF THE PROPOSED PROJECT (attach additional pages as necessary)**

The project will reduce the amount of phosphorus and sediment that would otherwise be discharged to Seidl's Lake. Estimated pollutant load reductions are based on SHSAM model results (see attached subwatershed analysis worksheets)

**5. BUDGET SUMMARY AND REQUESTED AMOUNT (See attached cost estimate for details)**

Total Estimated Project Value is: \_\_\_\_\_  
 Funding Amount Requested From District is: \_\_\_\_\_  
 Value of Match Provided by Applicant is: \_\_\_\_\_  
 Other: \_\_\_\_\_

**6. OTHER FUNDING SOURCES**

State \_\_\_\_\_    EQIP/USDA \_\_\_\_\_    Watershed \_\_\_\_\_    Other \_\_\_\_\_

**7. COLLABORATORS - PRINCIPAL CONTACT NAMES AND PHONE NUMBERS**

Collaborator	Contact Person	Role	Phone/Fax
City of Inver Grove Heights	Steve Dodge	Project coordinator	651-480-2541
Dakota County SWCD	Curt Coudron	Technical Assistance	651-480-7774

**8. Public Outreach:** Are you willing to allow a small sign to be placed near the project and site visits?  Yes     No

**9. Operation and Maintenance:** Are you willing to follow an Operation and Maintenance Plan prepared by the SWCD at your own expense?  Yes     No

I certify that to the best of my knowledge and belief that the information contained in this application is true, complete and accurate

\_\_\_\_\_  
Signature of Applicant/Contact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner(s)

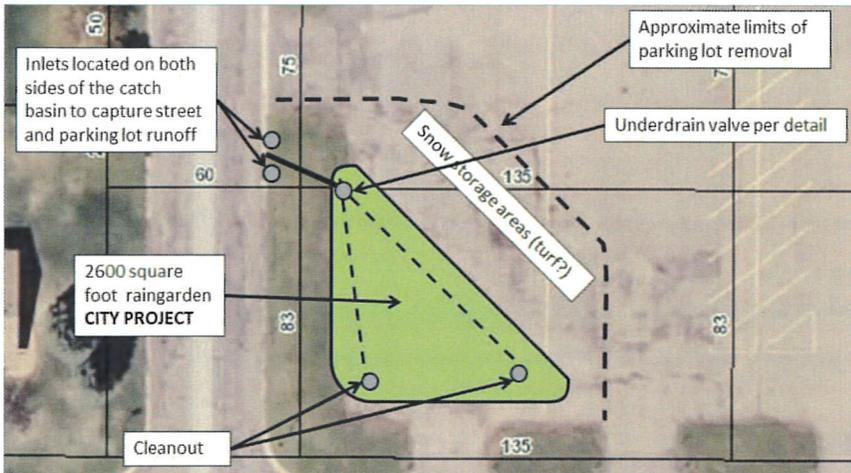
\_\_\_\_\_  
Date

**CITY OF INVER GROVE HEIGHTS  
BOWER COURT - HYDRODYNAMIC SEPARATOR  
CITY NO. 2015-09E**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	MOBILIZATION	LS	1	\$ 1,900.00	\$ 1,900.00
2	COMMON EXCAVATION (CV) (P) HYDRODYNAMIC SEPARATOR	CY	200	\$ 12.00	\$ 2,400.00
3	(STORMCEPTOR - MODEL 2400)	LS	1	\$ 35,000.00	\$ 35,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 39,300.00
CONSTRUCTION CONTINGENCY (10%)					\$ 3,900.00
LEGAL, ENGINEERING, ADMIN, FISCAL, FINANCE (25%)					\$ 10,800.00
<b>TOTAL ESTIMATED COST</b>					<b>\$ 54,000.00</b>

# CITY OF INVER GROVE HEIGHTS

## 47TH AND BOYD STORMWATER RETROFIT



**PRACTICE:**

- Stormwater Retrofit (Bioretention Basin)

**BENEFITS:**

- Runoff volume reduction
- Phosphorus and sediment saved from traveling downstream
- Improved water quality
- Opportunity for public outreach and education

**PARTNERS:**

- Minnesota Board of Water and Soil Resources
- City of Inver Grove Heights

**WATERSHED:**

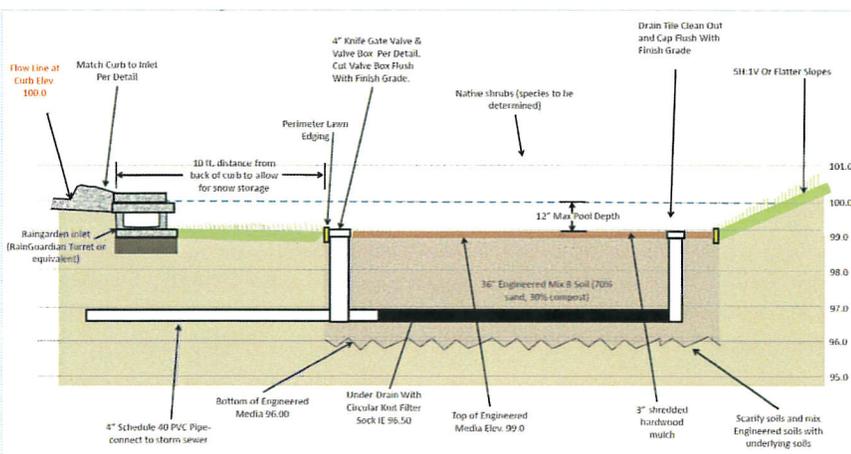
- Mississippi River

**RECEIVING WATERS:**

- Seidl Lake

**INSTALLATION:**

- 2015



**PROJECT:** Installation of a 2,600 square foot biofiltration cell to capture and treat stormwater runoff from street and parking lot. Currently, the runoff enters the City storm sewer system and discharges untreated into Seidl's Lake.

**FUNDING:** Total Project Cost:  
City:  
Cost share request:



Clean Water Fund:  
Protecting and restoring  
Minnesota's waters for

**LOCATION:**

47th Street and Boyd Avenue  
Inver Grove Heights, MN





# Dakota County Soil and Water Conservation District COST SHARE APPLICATION

Program Type:        IPP        CCS        CIF      X   CCP

**1. LEAD APPLICANT**

Name/Title:    Steve Dodge, P.E.  
 Organization    City of Inver Grove Heights  
 Address:        8150 Barbara Avenue                      Inver Grove Heights, MN 55077  
 Phone/email:    651-450-2541    sdodge@invergroveheights.org  
 Contact:         Steve Dodge                      651-450-2541                      sdodge@invergroveheights.org

**2. PROJECT LOCATION**

Address/City/Township Name    2855 47th Street                      Inver Grove Heights, MN 55077                      0  
 1/4 section       0       Section       28       Township       28       Range       22   

**3. PROJECT DESCRIPTION, PLAN SKETCHES, AND PHOTO (attach additional pages as necessary)**

Installation of a 2,600 square foot biofiltration cell to capture and treat stormwater runoff from street and parking lot. Currently, the runoff enters the City storm sewer system and discharges untreated into Seidl's Lake. The city will provide engineering, construction documents and oversee the installation of the project. District staff will assist the city with design and provide technical assistance during the installation. The requested cost share funding will only be used for the installation of the bioretention cell per the attached cost share agreement. Funding will not be used for any roadway improvements the city will be making as part of the project or for any other construction activities not identified on the approved cost share plans.

The application attachments are:

- 1) Application Factsheet
- 2) Cost Share Project Value Estimate
- 3) Subwatershed Analysis Worksheets
- 4) Urban Cost Share Program Contract with Operation & Maintenance Plan

**4. LIST THE MAIN OUTCOME OR BENEFITS OF THE PROPOSED PROJECT (attach additional pages as necessary)**

The project will reduce the amount of phosphorus and sediment that would otherwise be discharged to Seidl's Lake. Estimated pollutant load reductions are based on WinSLAMM model results (see attached subwatershed analysis worksheets)

**5. BUDGET SUMMARY AND REQUESTED AMOUNT (See attached cost estimate for details)**

Total Estimated Project Value is: \_\_\_\_\_  
 Funding Amount Requested From District is: \_\_\_\_\_  
 Value of Match Provided by Applicant is: \_\_\_\_\_  
 Other: \_\_\_\_\_

**6. OTHER FUNDING SOURCES**

State \_\_\_\_\_    EQIP/USDA \_\_\_\_\_    Watershed \_\_\_\_\_    Other \_\_\_\_\_

**7. COLLABORATORS - PRINCIPAL CONTACT NAMES AND PHONE NUMBERS**

Collaborator	Contact Person	Role	Phone/Fax
City of Inver Grove Heights	Steve Dodge	Project coordinator	651-480-2541
Dakota County SWCD	Curt Coudron	Technical Assistance	651-480-7774

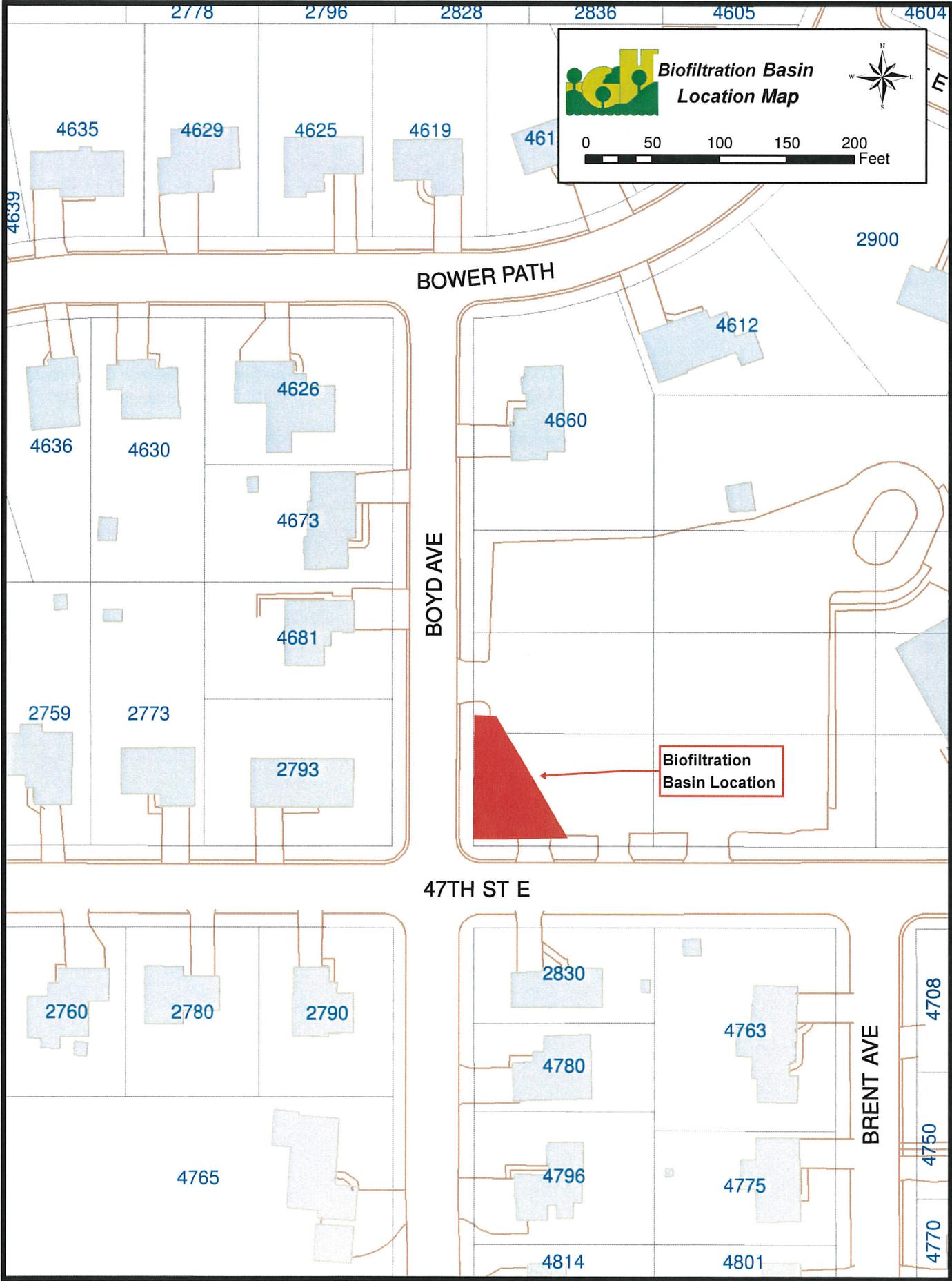
**8. Public Outreach:** Are you willing to allow a small sign to be placed near the project and site visits?  Yes     No

**9. Operation and Maintenance:** Are you willing to follow an Operation and Maintenance Plan prepared by the SWCD at your own expense?     Yes     No

I certify that to the best of my knowledge and belief that the information contained in this application is true, complete and accurate

\_\_\_\_\_  
Signature of Applicant/Contact                      Date

\_\_\_\_\_  
Signature of Property Owner(s)                      Date



 **Biofiltration Basin  
Location Map**

0 50 100 150 200 Feet

N  
W E  
S

BOWER PATH

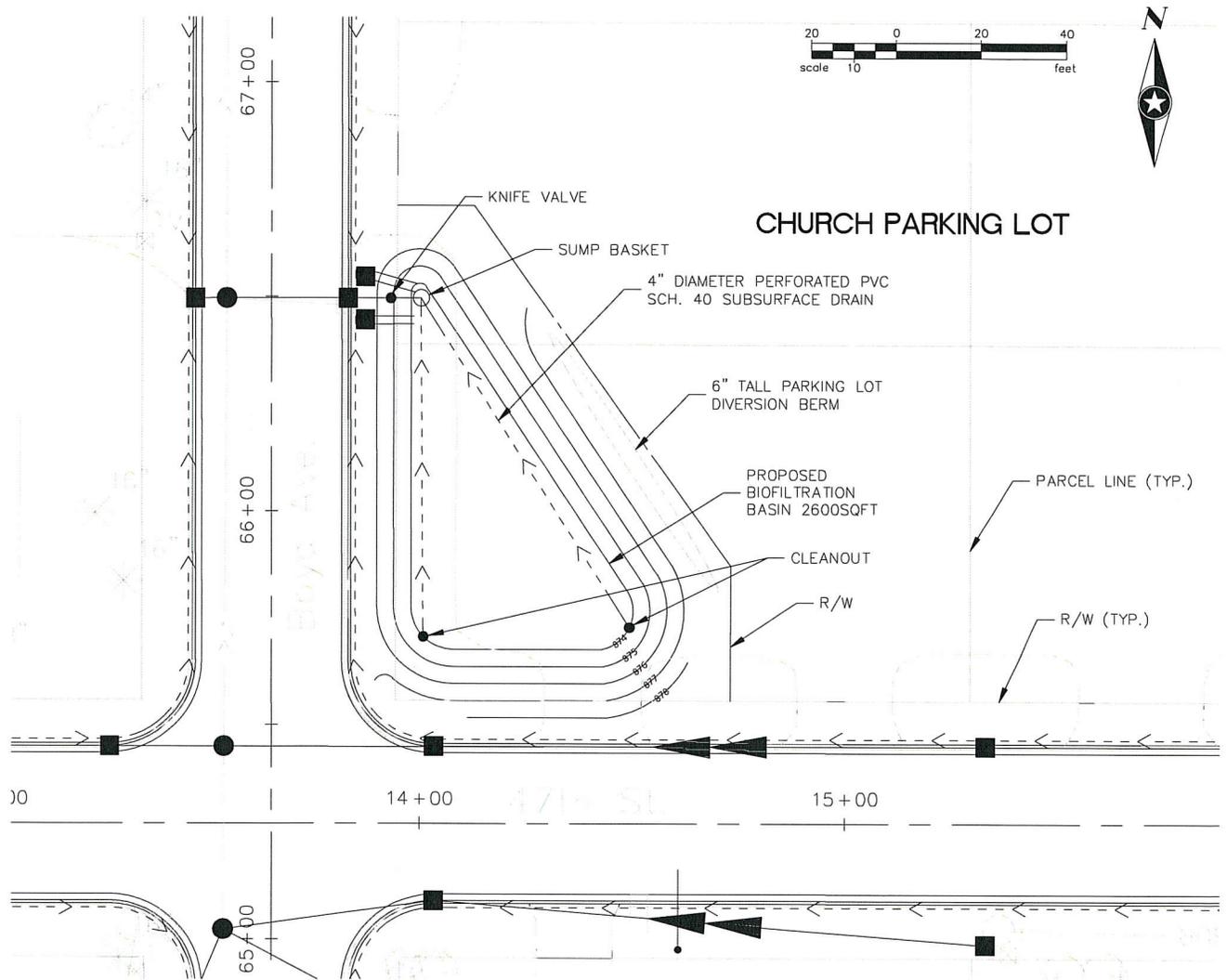
BOYD AVE

47TH ST E

BRENT AVE

Biofiltration  
Basin Location

S:\F\N\river\129894\5-final-dsgn\51-const-dwgs-CAD\10-Civil\cad\dwg\EXHIBITS\church\_inf\_basin.dwg 3/4/2015 4:41 PM dcesofsky



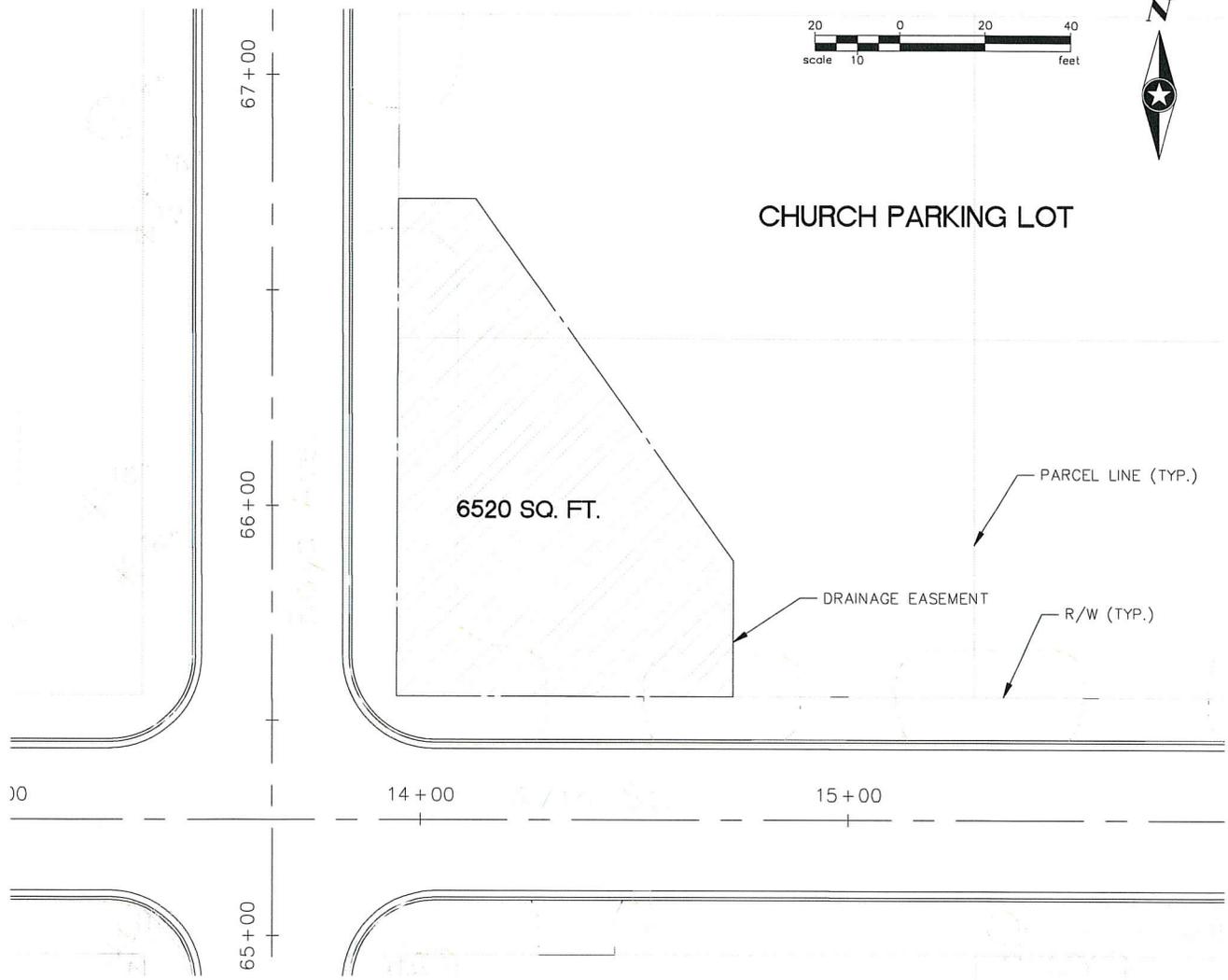
PHONE: 651.490.2000  
3535 VADNAIS CENTER DR.  
ST. PAUL, MN 55110-5196  
www.sehinc.com

FILE NO.  
129894  
DATE:  
3-4-15

**BIOFILTRATION BASIN  
CHURCH PARKING LOT**

**EXHIBIT  
NO. 4**

S:\F\Inver\129894\5-final-dsgr-dsgn\51-const-dwgs-CAD\10-Civil\cod\dwg\EXHIBITS\church RW.dwg 3/4/2015 4:38 PM dcesafsky



PHONE: 651.490.2000  
 3535 VADNAIS CENTER DR.  
 ST. PAUL, MN 55110-5196  
 www.sehinc.com

FILE NO. 129894
DATE: 3-4-15

**DRAINAGE EASEMENT  
 CHURCH PARKING LOT**

**EXHIBIT  
 NO. 5**

**CITY OF INVER GROVE HEIGHTS  
47TH ST / BOYD AVE - BIOFILTRATION BASIN  
CITY NO. 2015-09E**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	COMMON EXCAVATION (CV) (P)	CY	481	\$ 12.00	\$ 5,800.00
2	FILTER TOPSOIL BORROW	CY	288	\$ 65.00	\$ 18,720.00
3	ORGANIC TOPSOIL BORROW	CY	55	\$ 36.00	\$ 1,980.00
4	PRETREATMENT INLET DEVICE	EA	2	\$ 2,000.00	\$ 4,000.00
5	4 IN PVC PIPE DRAIN	LF	8	\$ 16.00	\$ 128.00
6	4 IN PERFORATED HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	200	\$ 14.00	\$ 2,800.00
7	4 IN INSTALL PVC PIPE DRAIN CLEANOUT	EA	2	\$ 400.00	\$ 800.00
8	4 IN KNIFE VALVE AND BOX	EA	1	\$ 1,200.00	\$ 1,200.00
9	DRAIN SUMP BASKET	EA	1	\$ 400.00	\$ 400.00
10	HYDRAULIC MATRIX MULCH (FLEXTERRA 2500 LB/ACRE)	LB	430	\$ 1.00	\$ 430.00
11	VEGETATION PLANTS PLUGS AND POTS	LS	1	\$ 2,000.00	\$ 2,000.00
12	SILT FENCE, TYPE MS	LF	330	\$ 1.70	\$ 561.00
13	SEED MIX 25-151	ACRE	0.1	\$ 5,000.00	\$ 500.00
14	MULCH TYPE 6, SHREDDED HARDWOOD	CY	32	\$ 50.00	\$ 1,600.00
15	EROSION STABILIZATION MAT - ENKAMAT	SY	10	\$ 6.00	\$ 60.00
16	LANDSCAPE EDGING - PLASTIC	LF	300	\$ 0.75	\$ 225.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 41,200.00
CONSTRUCTION CONTINGENCY (10%)					\$ 4,100.00
LEGAL, ENGINEERING, ADMIN, FISCAL, FINANCE (25%)					\$ 11,300.00
<b>TOTAL ESTIMATED COST</b>					<b>\$ 56,600.00</b>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approval of Therapeutic Massage License**

Meeting Date: March 9, 2015  
 Item Type: Consent  
 Contact: 651-450-2513  
 Prepared by: Melissa Kennedy  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED:** Consider approval of application by Georgia Kruse for an individual therapeutic massage license to contract for business at Salon Fusion, 3105 65<sup>th</sup> St.

**SUMMARY:**

Ms. Kruse applied for an individual therapeutic massage license to provide therapeutic massage services at an existing licensed business in the City, Salon Fusion. The applicant completed the required number of hours of therapeutic massage training, provided the requisite insurance certificates, and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation was completed by the Police Department and no basis for the denial of the application was found.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**AMEND 2015 CITY COUNCIL MEETING SCHEDULE**

Meeting Date: March 9, 2015  
 Item Type: Consent  
 Contact: 651-450-2513  
 Prepared by: Melissa Kennedy, Deputy Clerk  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Amend the 2015 City Council meeting schedule

**SUMMARY:**

The Council has selected dates to host the annual business town hall meeting and commission appreciation dinner. The business town hall meeting is scheduled for April 8, 2015 at 11:30 am and the commission appreciation dinner is scheduled for April 16, 2015 at 6:00 pm. Because a quorum of the Council will likely be present at both events staff recommends amending the adopted 2015 meeting schedule to include both dates. Staff will post notice of the events as required. An amended schedule is attached for your review.

**RECOMMENDATION:**

Staff recommends the Council approve the amended 2015 meeting schedule.

**2015 CITY COUNCIL MEETING SCHEDULE  
INVER GROVE HEIGHTS**

<b>REGULAR MEETINGS 7:00 P.M.</b>	<b>WORK SESSION MEETINGS 7:00 P.M.</b>	<b>HOLIDAYS CITY HALL CLOSED</b>
JANUARY 12 JANUARY 26	JANUARY 5	JANUARY 1 – New Year’s Day JANUARY 19 - Martin Luther King, Jr.
FEBRUARY 9 FEBRUARY 23	FEBRUARY 2	FEBRUARY 16 - President’s Day
MARCH 9 MARCH 23	MARCH 2	
APRIL 13 APRIL 27	APRIL 6 <b>April 8 – Business Town Hall @ 11:30 am</b> <b>APRIL 16 – Commission Appreciation Dinner @ 6 p.m.</b>	APRIL 3 – Good Friday (½ day)
MAY 11 <b>MAY 26 (Tuesday)</b>	MAY 4 <b>MAY 18 – Commission Interviews and Appointments @ 7 p.m.</b>	MAY 25 - Memorial Day
JUNE 8 JUNE 22	JUNE 1	
JULY 13 JULY 27	JULY 6	JULY 3 – Fourth of July (observed – Holidays that fall on a Saturday are observed on Friday)
AUGUST 10 AUGUST 24	AUGUST 3	
SEPTEMBER 14 SEPTEMBER 28	<b>SEPTEMBER 8 (Tuesday)</b>	SEPTEMBER 7 - Labor Day
OCTOBER 12 OCTOBER 26	OCTOBER 5	
NOVEMBER 9 NOVEMBER 23	NOVEMBER 2	NOVEMBER 11 - Veterans Day NOVEMBER 26 & 27 - Thanksgiving
DECEMBER 14 DECEMBER 28 (If nec.)	DECEMBER 7	DECEMBER 24 - Christmas Eve (½ Day) DECEMBER 25 - Christmas Day

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: March 9, 2015  
 Item Type: Consent  
 Contact: Judy Thill, 651-450-2495  
 Prepared by: Judy Thill, Fire Chief  
 Reviewed by: n/a

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:** Consider awarding the installation of 3 new rooftop heating units at station 3 to Master Mechanical.

**SUMMARY:**

The present rooftop heating units at station 3 are well over 20 years old and have outlived their life expectancy. Because of the age of the present units, one unit has failed and can no longer be repaired at a reasonable cost. While the other two are still working at this time, some parts are difficult to get, fuses overload and burn out and temperatures in the various parts of the facility cannot be balanced. The newer high efficiency units will also be more efficient, resulting in lower energy costs.

Proposals were received from three companies to replace all three units and include the following: \$16,800 from Master Mechanical, \$33,784 from Egan Company, and \$19,175 from Horwitz NS/I. While all three companies would provide quality equipment and work, the recommendation is to go with Master Mechanical, the lowest bid. They will remove and dispose of the old units and replace with high efficiency Carrier Units. All hook ups and start-up services are included in the bid.

The funding source for these units will come from the Host Community Fund.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Temporary Liquor License – Inver Hills Community College Foundation**

Meeting Date: March 9, 2015  
 Item Type: Consent  
 Contact: 651-450-2513  
 Prepared by: Melissa Kennedy  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Consider approval of the request from Inver Hills Community College Foundation for a temporary liquor license on April 9, 2015.

**SUMMARY:**

Gail Morrison, Executive Director at Inver Hills Community College, is requesting approval of a temporary liquor license to serve a cash bar at a fundraiser to be held at the college on April 9, 2015 for the Inver Hills Foundation. Lancer Hospitality has been contracted to cater the event and is licensed with the State of Minnesota for the sale of intoxicating liquor and also carries liquor liability insurance to serve alcoholic beverages. A certificate of liability insurance from Lancer Hospitality was provided with the temporary license request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Argenta Trail North Study Area Update – Alignment 3A**

Meeting Date: March 9, 2015  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

<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:

At the February 23, 2015 City Council meeting, the neighborhood adjacent to the proposed Blackstone Ridge development presented another alignment alternative for the right-of-way corridor for future Argenta Trail, referred to as Alternative 3A. The developer of Blackstone Ridge agreed to consider this alignment, and staff was directed to meet with the neighborhood, the developer, County staff and the project consultant to discuss the ramifications of the proposed alignment. One of the new aspects of this proposal was the offer by the owners of two parcels in the neighborhood to allow storm water ponding to be constructed on their property to help offset the impact of the loss of most of the existing regional storm water basin that would be impacted if Alignment 3A was selected.

As a result of this activity, no Council action was taken regarding an alignment for the right-of-way corridor for future Argenta Trail in the North Study Area. Staff was directed to bring the results of this meeting back to the March 9, 2015 Council meeting.

Two meetings were held. On Wednesday, February 25, 2015, the aforementioned large group meeting was held. The consultant for the Argenta Trail Study prepared a preliminary concept plan showing an alternative for mitigating the loss of storm water storage due to the road alignment going through most of an existing regional basin. The developer’s engineer also presented a concept plan with the same purpose. His plan also showed a concept for a revised plat that included 72 lots (versus the 118 lots in the City-approved preliminary plat for Blackstone Ridge).

While many aspects of the proposed alignment were discussed, the primary concerns/questions posed by the neighborhood representatives were: the large size of the proposed ponding area on portions of the two parcels that had been offered for consideration, the acquisition of the necessary land and the timing of that acquisition, the potential impact of the pond on the local surficial groundwater table and potential basement groundwater seepage issues.

On Friday, February 27, 2015, the property owners who had offered portions of their property for ponding called staff to notify them that upon review of the impact to their property, they were withdrawing their offer.

A second meeting was held on Monday, March 2, 2015 with the developer, his attorney and engineer, representatives from the proposed builder, County and City staff. The purpose of this meeting was to discuss the concept plat and drainage plan that the developer’s engineer had presented at the February 27 meeting and to determine whether all of the stakeholders could reach an agreement on the viability of Alignment 3A. The impacts due to mitigating the loss of the regional basin were discussed; along with the concept of the developer, County and City

sharing some storm water storage facilities. Expectations for the future county road right-of-way acquisition via dedication and acquisition were discussed, as was the overall impact to the number of lots (as compared to the City-approved preliminary plat). The developer's team proposed a combination of items that, in their opinion, would result in a plan they could support.

City and County staff will need time to review what was proposed. (As of March 5th, staff was waiting for the developer's engineer to provide a memo clarifying the suggestions that team presented at the March 2nd meeting.) Finding a plan to mitigate the loss of storm water storage that is acceptable to all stakeholders will be a challenge. In addition, County staff asked that this concept plat be brought before the County Plat Commission as soon as possible for review and comment to allow the other County staff involved in the plat approval process to provide their input.

The overall timeline was discussed. The current schedule is being driven by condition number 28 in the resolution approving the preliminary plat for Blackstone Ridge that states, "Final plat approval is subject to approval by the City of a comprehensive plan amendment to the transportation plan to the effect that realigned Argenta Trail will not be placed in the plat of Blackstone Ridge. The City shall use its best efforts to schedule studies, review and hearings so that the Council can vote on the Comprehensive Plan Amendment to the transportation plan on or about April 27, 2015." The developer stated that he does not want to extend that decision date.

Discussion between City and County staff resulted in this revised schedule of action items to meet the April 27, 2015 deadline.

Tentative Schedule

March 9	City Council	Update on status of Alignment Alternative 3A
March 17	Planning Commission	Public Hearing for Comprehensive Plan Amendment to address final alignment of Argenta Trail. Presentation and then extend hearing to April 7th.
March 23	City Council	Discuss and choose an option for Argenta Trail alignment.
March 23	County Plat Commission	Review new 72 lot concept plat for Blackstone Ridge.
April 7	Planning Commission	Continuation of hearing for Comprehensive Plan Amendment to address final alignment of Argenta Trail. Planning Commission to make recommendation.
April 13	City Council	Meeting to take action on the Comprehensive Plan Amendment for the chosen alignment for Argenta Trail. (Potential continuation to April 27).
April 14	County Physical Development Committee	Review of City Council approved alignment.
April 21	County Board	Consider approval of City Council approved option for Argenta Trail alignment.

Tentative Schedule (Cont.)

April 27	City Council (if necessary)	Second meeting date for Council to take action on Comprehensive Plan Amendment for Argenta Trail. Council to make final decision.
----------	--------------------------------	---

Staff will continue to work with the developer, through the aforementioned schedule, and be prepared to recommend an alignment option that is supported by the City, County and developer; or absent that return to the options that meet the greatest number of study objectives so that the options can be forwarded to the Planning Commission for consideration at the April 7th meeting.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**RYLAND HOMES – Case No. 15-01PUD**

Meeting Date: March 9, 2015  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider the following requests for Blackstone Vista:

- a) A Resolution approving the Final PUD Development Plan and Final Plat for Blackstone Vista.
  - Requires 3/5th's vote.
  - 60-day deadline: May 7, 2015 (second 60-days)

**SUMMARY**

The applicant is proposing the final plat and PUD for Blackstone Vista. The plat in total contains 77 lots and nine outlots. The City Council approved the preliminary plat and PUD on November 10, 2014.

**ANALYSIS**

Blackstone Vista is one of three neighborhoods in the Blackstone PUD that was approved with a total of 44 conditions. The final plans were reviewed against the pertinent preliminary conditions of approval.

The plat and site plan are consistent with the preliminary plans. The number of lots were reduced by one because the outlot containing the lift station needed to be bigger. The Developer will deed outlots to the city that are needed for the lift station and contain much of the storm water system and the County regional trail.

A portion of the Mendota/Lebanon greenway regional trail will be constructed as part of this project. The details of the construction and payment of costs are being finalized. The specifics will be listed in the development contract and will be in place prior to release of the final plat.

Engineering has indicated they are comfortable with the final plans and they have met their conditions of approval. There are a few minor points to update on the plans but they will be approved by the city engineer before any works begins on site.

With further designs of the trunk sanitary now known, Engineering has noted that the portion of the street from 70<sup>th</sup> Street south to the east connection road may need to be straightened out some in order to minimize the number of man holes needed for the trunk sewer line. Engineering will approve the plans once this detail has been worked out.

**RECOMMENDATION**

**Planning Staff:** Recommends approval of the Final Plat and Final PUD Development plans with the three conditions listed in the attached resolution.

**Planning Commission:** Also recommends approval of the Final Plat and Final PUD Development Plans as proposed (7-0).

March 9, 2015  
Council Memo – Ryland Homes  
Page 2

Attachments: Resolution approving the Final Plat and Final PUD Development Plans  
Planning Commission Recommendation  
Planning Report

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

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

**A RESOLUTION APPROVING A FINAL PUD DEVELOPMENT PLAN AND A FINAL  
PLAT TO BE KNOWN AS BLACKSTONE VISTA**

**CASE NO. 15-01PUD  
(Ryland Homes)**

**WHEREAS**, a final plat and final PUD development plan application has been submitted to the City for property legally described as;

**See Exhibit A**

**WHEREAS**, the final plat application satisfies the pertinent conditions of preliminary plat and preliminary PUD approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, the Final Plat and Final PUD development plan for Blackstone Vista is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Final Plat	no date
Final Plat (4 sheets)	
Site Plan	dated 2/5/15
Open Space Plan	dated 2/5/15
Strip, Sign and Lighting Plan	dated 2/5/15
Final Street Plan (4 sheets)	dated 2/5/15
Turn Lane Detail (2 sheets)	dated 2/5/15
Final Intersection Plan	dated 2/5/15
Trail Plan (3 sheets)	dated 2/5/15
Sanitary and Watermain Plan (5 sheets)	dated 2/5/15
Final Storm Sewer Plan (8 sheets)	dated 2/5/15
Infiltration Basin Plans (2 sheets)	dated 2/5/15

Grading Plan (3 sheets)	dated 2/5/15
Erosion Control (3 sheets)	dated 2/5/15
Planting Plan (4 sheets)	dated 12/16/14

2. The final plat and final PUD approval is subject to execution of a development contract for the plat and subject to execution of the agreements referenced in the development contract. Said contract must be executed prior to release of the final plat for recording.
3. Prior to releasing the plat for recording, all engineering comments on the final grading, drainage and erosion control, utility plans and final plat relating to easements shall be addressed and approved by the City Engineer.

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL,** that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat.

Passed this 9th day of March, 2015.

AYES:

NAYS:

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

ATTEST:

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

## EXHIBIT A

### Legal Description:

That part of the Southeast Quarter of the Northwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, lying Northwesterly of SAR No. 63 (formerly SAR No. 26) described as follows: Commencing at the intersection of the North line of said Southeast Quarter of the Northwest Quarter with the centerline of SAR No. 63, said point being 1327.68 feet East of the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence North 89 degrees 17 minutes 24 seconds West (assumed bearing) along the North line of said Southeast Quarter of the Northwest Quarter 208.10 feet; thence South 17 degrees 55 minutes 10 seconds West 34.55 feet to a point which is 33 feet South of the North line of the Southeast Quarter of the Northwest Quarter; thence South 89 degrees, 17 minutes 24 seconds East 214.17 feet to the centerline of SAR No. 63, said point being the point of beginning of the property to be described; thence North 89 degrees, 17 minutes 24 seconds West 214.17 feet; thence South 17 degrees 55 minutes 10 seconds West 205.20 feet; thence South 43 minutes 17 seconds 36 seconds West 191.0 feet; thence South 68 degrees 09 minutes 19 seconds West 138.89 feet; thence South 53 degrees 51 minutes 36 seconds West 185.61 feet; thence South 36 degrees 48 minutes 24 seconds East 209.0 feet to the centerline of SAR No. 63; thence South 53 degrees 07 minutes 31 seconds West along said centerline 331.13 feet; thence Southwesterly along said centerline on a tangential curve concave to the Southeast, radius 716.20 feet central angle 18 degrees 31 minutes 52 seconds, arc distance 231.64 feet; thence North 57 degrees 33 minutes 29 seconds West 404.52 feet to a point on the West line of said Southeast Quarter of the Northwest Quarter which is 462.3 feet North of the Southwest Corner of the Southeast Quarter of the Northwest Quarter; thence North 0 degrees 19 minutes 42 seconds East, along said West line 857.50 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 17 minutes 24 seconds East 1327.68 feet to the centerline of SAR No. 63; thence Southerly along said centerline an arc distance of 33.26 feet to the point of beginning.

### Parcel 2 (20-00700-27-010):

The East 40.25 rods of West one-half of the Northwest Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota.

And

The South 8 rods of the West 7 rods of the Southeast Quarter of the Northwest Quarter, Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota.

And

That part of the Southeast Quarter of the Northwest Quarter, Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, lying Westerly of SAR No. 63 (formerly SAR No. 26) described as follows: Commencing at the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 19 minutes 11 seconds East (assumed bearing) along the South line of the Southeast Quarter of the Northwest Quarter 115.5 feet to the beginning of the property to be described; thence North 0 degrees 19 minutes 42 seconds parallel with the West line of the Southeast Quarter of the Northwest Quarter 132.0 feet; thence South 89 degrees 19 minutes 11 seconds East 159.85 feet to the centerline of SAR No. 63; thence South 28 degrees 32 minutes 54 seconds West 149.31 feet to the South line of the Southeast Quarter of the Northwest Quarter; thence North 89 degrees 19 minutes 11 seconds West 89.25 feet to the point of beginning.

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** February 17, 2015  
**SUBJECT:** **RYLAND HOMES – CASE NO. 15-01PUD**

Chair Maggi noted there were two different case numbers listed in the staff report and asked which was correct.

Mr. Hunting responded that the correct case number was 15-01PUD.

Chair Maggi asked that comments be focused on tonight's agenda, which is Blackstone Vista only, and advised that discussion regarding the Argenta Trail realignment and 69<sup>th</sup> Street would be discussed at the February 23 City Council meeting.

**Reading of Notice**

There was no public notice.

**Presentation of Request**

Mr. Hunting explained the request as detailed in the report. He advised that the applicant is requesting approval of the final plat and final PUD development plan for Blackstone Vista. The number of lots was reduced by one because a larger outlot was needed for the lift station. County staff has reviewed the plat and are working with the applicant on turn lane designs. The City Engineer and his consultants are satisfied that they meet the Northwest Area requirements and will review the latest revised set of plans this week. Staff is satisfied that the applicant has addressed all of the conditions that pertain to Blackstone Vista in the original PUD approval and they recommend approval of the request.

Chair Maggi asked for clarification of Condition 15.

Mr. Hunting replied that Condition 15 referred to a legal document that will be recorded with the chain of title indicating the PUD zoning and the regulations related to that.

Chair Maggi asked if the 30 foot rear yard setback listed in Condition 26 was the standard setback throughout the City.

Mr. Hunting replied in the affirmative.

Commissioner Simon asked for clarification of why Blackstone Vista was being separated from Ponds and Ridges for the final PUD rather than going through the process that Argenta Hills used by coming in as a preliminary PUD, then a final PUD, and then coming back for approvals on the individual phases.

Mr. Hunting responded that Blackstone was following the same process as Argenta Hills.

Commissioner Simon stated that Argenta Hills requested their final PUD, and then the nine phases of Argenta Hills came back separately, partly because of changes from what was originally approved.

Mr. Hunting advised that Blackstone's process was no different from what was done with Argenta Hills or any other PUD. Each phase of the Argenta Hills PUD came in with their own final PUD approval for each phase or plat addition. Blackstone Vista is being proposed all in one phase.

Chair Maggi stated the difference may be that Argenta Hills was one development whereas Blackstone was three separate distinct developments.

Commissioner Simon asked why the conditions pertaining only to the Ponds or Ridges were left in the final approval for the Vista development.

Mr. Hunting replied that any final PUD is reviewed against the preliminary conditions of approval and the final PUD has its own set of conditions. In this case, Blackstone Vista was reviewed against the conditions of approval that pertained to Blackstone Vista.

Commissioner Simon asked for clarification of the legend shown on sheet 2 of 5 in the plan set showing five foot easements.

Mr. Hunting replied that the legend in question pertained to the standard lot perimeter easements and was not referring to the setbacks.

Commissioner Simon asked how the City would assure that the side yard setbacks were five feet and ten feet, for a total of 15 feet.

Mr. Hunting replied that the final site plan will include a list of all the required setbacks.

Commissioner Simon stated that many of the lots were not 65-70 feet wide as shown on the original plat.

Mr. Hunting replied that some of the lots may be smaller at certain points; however, staff measures lot width from the setback.

Commissioner Gooch asked if five foot setbacks on the garage side and ten foot setbacks on the house side were required.

Mr. Hunting replied in the affirmative.

### **Opening of Public Hearing**

Ian Peterson, Ryland Homes, advised that he read and understood the report and was available to answer any questions.

Commissioner Simon asked where rain garden No. 2 was located.

Chair Maggi asked the applicant if he felt confident that rain garden #2 was included in the development plan.

Mr. Peterson replied in the affirmative.

John Todd, 6689 Argenta Trail, asked if approval of the final plat would impact any potential utility routings.

Mr. Hunting replied that to his knowledge this application would not lock out any option and would not have an impact on what route Council would ultimately choose.

Mr. Todd asked if this plat would be affected by the routing that was eventually chosen.

Mr. Hunting replied it would not, stating that any of the suggested routings would work with this plat.

Chair Maggi closed the public hearing.

#### **Planning Commission Discussion**

Commissioner Klein asked how often staff has met with the residents regarding the Blackstone project, and stated he was not aware of any controversy regarding the Vista portion of the project.

Mr. Hunting replied that he was not involved in any neighborhood meetings; however, other staff has met with residents regarding the Argenta Trail realignment, sewer routing, etc. but he was unsure how many meetings took place.

Commissioner Gooch advised that he supported the request providing five foot and ten foot side yard setbacks would be required.

#### **Planning Commission Recommendation**

Motion by Commissioner Scales, second by Commissioner Robertson, to approve the request for the final plat and final PUD development plans for Blackstone Vista, with the conditions listed in the report.

Commissioner Klein asked who would be responsible for the maintenance of the street lighting.

Mr. Hunting replied he was unsure, but believed it was the City's responsibility.

Motion carried (7/0). This item goes to the City Council on March 9, 2015.

**P L A N N I N G   R E P O R T**  
**C I T Y   O F   I N V E R   G R O V E   H E I G H T S**

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**REPORT DATE:** February 12, 2015

**CASE NO:** 15-02PUD

**APPLICANT:** Ryland Homes

**REQUEST:** Final Plat and Final PUD Development Approval for Blackstone Vista

**MEETING DATE:** February 17, 2015

**LOCATION:** West side of Argenta Trail between 70<sup>th</sup> Street and Hwy 55

**COMPREHENSIVE PLAN:** LDR-NWAPUD

**ZONING:** R-1C/PUD

**REVIEWING DIVISIONS:** Planning  
Engineering  
Park and Recreation  
Fire Marshall

**PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

Ryland Homes has submitted the final plat and final development plan for Blackstone Vista. The plat consists of 77 single family lots plus nine outlots. Outlot E is part of the plat, but is not part of the PUD approval. Plans for Outlot E will be presented to the city by the landowner at a later date.

The City Council approved the preliminary plat and development plans on November 10, 2014.

**EVALUATION OF THE REQUEST**

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 44 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot and outlot layout is the same as the preliminary plat. The number of lots have been reduced by one because a larger outlot was needed for the lift station. All outlots except for Outlot E will either be deeded to the city or owned and maintained by the home owners association.

Site Plan. The site plan which is the same as the plat in this case, is consistent with the preliminary plans.

Open Space Plan. The open space plan is consistent with the preliminary plan. The outlots that contained the open space have not changed.

Landscape Plan and Tree Inventory. The submitted final plans are consistent with the preliminary plans. The number of plantings and location match the preliminary plans.

Trail Plan. The City is working with Dakota County and the developer for the construction of the Mendota-Lebanon Hills Regional Trail through the development. The alignment and connections are consistent with the preliminary plans. Construction of the trail is to occur with the plat grading and construction. Details of the costs and construction responsibilities will be addressed in the development contract.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed comments from engineering and the city's consultants. Overall, there are some minor issues yet to be resolved, but the review is done to final comment.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place. There will be more review and refinement as we discuss the development contract and if any other easements are required, they will be shown on the final plat prior to City Council review.

Condition #4 relating to ownership of natural area/open space. No easements are required because all open space is in outlots that will be deeded to the city.

Condition #5 relating to park dedication. Park dedication will consist of a cash payment of \$2,850 per lot. With 77 lots, cash park dedication will equal \$219,450. The park dedication fees are collected at time of final plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and did not provide any correction comments at this time. The Fire Marshall will conduct a full review of the plans with the building permit application.

Condition #7 relating to County Review. The final plat has been reviewed by Dakota County. The plat is consistent with their right-of-way needs and applicant is working with the county on turn lane designs on 70<sup>th</sup> Street.

Condition #8 and #9 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the

City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all of the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #10 relating to executing a conservation easement over those areas required for open space. In this plat, all the required open space falls within outlots that will be deeded to the city. Therefore, no open space conservation easements are required from the developer.

Condition #11 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

Condition #12 relating to credits given towards Northwest Area utility connection fees. The City Council approved the preliminary plans with some credits given to the developer. The credits were spelled out in a separate resolution. Staff is in the process of verifying compliance with the conditions in that resolution. This will be addressed with city council review.

Condition #13 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in the condition. These fees are collected at time of building permit.

Condition #14 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 15 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #16 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #17 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #18 relating to construction of sanitary sewer and water trunk lines for the plats. The City Engineer is working with the developer and city attorney to address construction and any credits given. This will be finalized in the development contract.

Condition #19 relating to private streets in Blackstone Ponds. Not applicable to this review and plat.

Condition #20 relating to wetland buffers. There are no wetlands in Blackstone Vista so no buffers are required.

Condition #21 relating to noise mitigation measures in home construction per overlay district. The building permit plans will be required to address the airplane noise mitigation measures that are listed in the ordinance. Plans will be reviewed by the Inspections Department.

Condition #22 relating to plans meeting the comments from the engineering consultants. The City Engineer has indicated the plans have addressed the comments from the city's consultants. There are a few minor changes yet to be addressed, but these will be addressed prior to council review. The City Engineer is comfortable with the plans and recommends approval.

Condition #23 relating to street lighting. The applicant has provided a street lighting plan which shows lights at street intersections and at equal spacing along the road. Lights are installed by the developer and lighting costs are eventually charged to the individual lots. This condition has been satisfied.

Condition #24 relating to trail easements for the Mendota-Lebanon Regional Trail. Since all of the regional trail will either be in city owned outlots or in public right-of-way, the developer will not have to provide any easements to the city. The City will grant easement to the County over the outlots for the trail as the trail will ultimately be owned and maintained by the County. The Parks and Recreation Director is working with Dakota County Parks staff to address all of the requirements and agreements for the regional trail. This will be approved by the Council either with the PUD plans or at a later meeting.

Condition #25 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #26 relating to setbacks. The plans reflect a 30 foot rear yard setback for the lots. There are no lots abutting 70<sup>th</sup> Street in this plat so the 50 foot setback does not apply.

Condition #27 relating to Blackstone Ridge open space. This condition not applicable to this phase.

Condition #28 relating to Blackstone Ridge and future alignment of Argenta Trail. This condition not applicable to this phase.

Condition #29 relating to overall project approval subject to comp plan amendment for Argenta Trail alignment. The City is in the process of processing the comp plan amendment. Council is being presented with the 5 alignment options for the northern section of Argenta Trail realignment and the 3 southern options in a meeting in February. The Council and County Commissioners' are expected to adopt a final alignment in March. The Council will be presented with the Argenta Trail alignment comp plan amendment in April.

Condition #30 relating to 65<sup>th</sup> Street connection in Blackstone Ridge. This condition not applicable to this phase.

Condition #31 relating to collector street connections in Blackstone Ridge. This condition not applicable to this phase.

Condition #32 relating to collector streets 65<sup>th</sup> and 67<sup>th</sup> in Blackstone Ridge. This condition not applicable to this phase.

Condition #33 relating to storm water management in Blackstone Ridge. This condition not applicable to this phase.

Condition #34 relating to construction of utilities for Blackstone Ponds and Blackstone Ridge. This condition not applicable to this phase.

Condition #35 relating to access to Blackstone Ponds. This condition not applicable to this phase.

Condition #36 relating to comments from the Director of Parks and Recreation. The comments relating to Blackstone Vista are for the County regional trail. City staff, County staff and the developer have met to discuss the details of the construction of the trail. The trail will be constructed with the grading and development of the plat. A joint powers agreement will be set up between the city and county to address maintenance. The city will grant a 30 foot wide trail easement to the county over the outlots for the trail. Further details of the trail construction obligations will be addressed in the development contract.

Condition #37 relating to impervious surface calculations per lot for the development. The applicant's engineer is working on preparing impervious surface calculations for the lots. This will be used to review building permits so impervious surface on each lot will match the storm water design capacity. This final detail will be reviewed prior to city council review.

Condition #38 relating to parking in Blackstone Ponds. This condition not applicable to this phase.

Condition #39 relating to city ordering public improvement projects for the trunk water main and sewer. The Engineering Department is working with the council to establish a timetable for ordering the project and construction time period for the trunk lines and lift station at 70<sup>th</sup> Street. The Council is expected to order the improvements in the next couple of months.

Conditions #40 and #41 relating to funding the extension of trunk utilities. The City Administrator is working with the city council on the funding of the utilities. The bonding would be approved by council in the next couple of months.

Condition #42 relating to acquisition of easements for the trunk utility lines. Engineering and the city's consultant are working on obtaining the necessary easements for construction of the utilities on property outside of the plat. Council will be taking action on these matters at the same time with ordering the utility construction projects.

Condition #43 relating to payment of all escrow account balances with plat release. Details of this condition are covered in the development contract.

Condition #44 relating to park dedication, utility connection and hook-up fees. This condition spells out how the fees will be calculated for the first three years after the project was originally approved. This is an ongoing condition that will be looked at with all three development neighborhoods.

## **ALTERNATIVES**

A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for Blackstone Vista, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Preliminary PUD conditions of approval and site plan	
Final Plat (4 sheets)	
Site Plan	dated 2/5/15
Open Space Plan	dated 2/5/15
Street Lighting Plan	dated 2/5/15
Final Street Plan (4 sheets)	dated 2/5/15
Turn Lane Detail (2 sheets)	dated 2/5/15
Final Intersection Plan	dated 2/5/15
Trail Plan (3 sheets)	dated 2/5/15
Sanitary and Watermain Plan (5 sheets)	dated 2/5/15
Final Storm Sewer Plan (8 sheets)	dated 2/5/15

Grading Plan (3 sheets)	dated 2/5/15
Erosion Control (3 sheets)	dated 2/5/15
Planting Plan (4 sheets)	dated 12/16/14

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

### **RECOMMENDATION**

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Blackstone Vista subject to the conditions stated above.

### **ATTACHMENTS:**

- Preliminary PUD conditions of approval and site plan
- Final Plat (4 sheets)
- Site Plan
- Open Space Plan
- Street Lighting Plan
- Final Street Plan
- 70<sup>th</sup> Street Turn Lane Detail Plan
- Grading Plan (3 sheets)
- Planting Plan

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 14-194

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN FOR A THREE PARCEL PLAN TO BE KNOWN AS BLACKSTONE VISTA - 78 UNIT SINGLE FAMILY, BLACKSTONE PONDS - 104 UNIT MULTIPLE FAMILY, BLACKSTONE RIDGE - 118 UNIT SINGLE FAMILY

CASE NO. 14-22PUD)  
(Jim Deanovic)

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City to be known as Blackstone Vista, Blackstone Ponds and Blackstone Ridge for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on September 16 and October 7, 2014;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for Blackstone Vista, Blackstone Ponds and Blackstone Ridge is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat of Blackstone Vista, Ponds, Ridge  
Preliminary Revised Blackstone Ridge

8/14/14  
9/6/14

Blackstone Ponds Alternative Access Plan	10/9/14
Preliminary Overall Site Plan of Blackstone	8/14/14
Preliminary Open Space Plan of Blackstone	8/14/14
Preliminary Grading and Drainage Plan	8/14/14
Preliminary Overall Utility Plan	8/14/14
Preliminary Landscape Plan	8/14/14
Preliminary Tree Inventory and Preservation Plan	8/14/14
Trail Plan	8/14/14

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works. Said plans shall address the comments from the City Engineer Memos dated 9-12-14 and 9-30-14, 11-4-14 (CSSP memo), 11-4-14 (Trunk Sewer Options memo) and 11-6-14.
3. Drainage and utility easements shall be provided on the final plats as required by the Director of Public Works.
4. When not in city owned outlots, the ownership of all of the natural area/open space shall be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to approval by Dakota County.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner shall be responsible for the maintenance of storm water improvements on such lots.
9. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional ponds	As identified by City	City of IGH
Infiltration basins	Throughout Site	Developer

Rain Gardens	Throughout Site	Developer
BMP's	Throughout Site	Developer

10. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over those portions of the development that are to be retained for required open space. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on identified property in the plat if the responsible party fails to pay the costs. The locations and descriptions of the conservation areas shall be determined with the final plat and final PUD review and approval.
11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
12. At the time the final plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee analysis (prepared by Ehlers & Associates and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hookup fees that will be collected for the subject property per the actual density at which the subject property develops or an alternate agreed upon by the City Council. The fees as currently estimated are \$601,559. The fee shall be subject to the agreement outlined by Resolution No. 14-193 Authorizing the Application of Credits for the Plats of Blackstone Vista, Blackstone Ponds and Blackstone Ridge with Respect to the Obligation of the Developer and Owner for Payment of Connection and Hook-up Fees Stemming from the Shortage of Density in Such Plats.
13. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

14. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council
Signage Location Plan	City Council

15. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
17. The following documents shall be recorded when the plat is recorded:
- Development Contract;
  - Storm Water Facilities Maintenance Agreement;
  - Conservation Open Space Easement;
  - Acknowledgement of PUD Zoning;
  - Deeds for Outlots to City;
  - Deed for Lift Station Site
18. The City is in the process of planning, designing and constructing sanitary sewer and water trunk lines to provide trunk services for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The City shall identify which lines constitute lateral and which lines constitute service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines. The Developer shall construct the trunk utility lines within the boundaries of the platted area and the City shall reimburse the Developer (by a credit against the payable utility connection fees or otherwise) for the oversizing of such trunk

lines subject to and pursuant to an agreement between the City and the Developer to be arrived at as to what elements of oversizing are eligible for reimbursement and as to the rates of reimbursement; the agreement shall be a part of the development contract documents and shall be executed before construction begins.

19. All private streets in Blackstone Ponds shall be maintained by the Home Owners Association.
20. Prior to City Council review of the final PUD development plans, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.
21. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Title 10-13F of the City Code.
22. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Oliver memorandums and Kimley-Horn memorandums.
23. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lights shall be paid for and installed by the developer. The street lighting plans shall be approved by the City prior to installation. The plats shall be subject to a street lighting utility fee determined by the City.
24. Separate trail easements shall be granted to the City for the trail system through the development. The City reserves the right to assign the trail easement to Dakota County for the Regional Mendota/Lebanon Greenway. The City/County shall be responsible for the maintenance of the trail and trail easement area. The developer shall be responsible for connecting the trail.
25. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
26. All setbacks standards identified on any of the plans shall reflect a 30 foot rear yard setback and shall be listed in the summary table on those plans including any 50 foot set backs from county roads and 75 feet from OHW of Lake 19-36P.
27. The design of Blackstone Ridge shall be modified to provide more contiguous open space similar in design to the plan prepared by staff and included with this report.
28. The final plat of Blackstone Ridge shall reflect the future alignment of Argenta Trail, as adopted by the City Council and Dakota County.

29. Final plat approval is subject to approval by the City of a comprehensive plan amendment to the transportation plan to the effect that realigned Argenta Trail will not be placed on the plat of Blackstone Ridge. The City shall use its best efforts to schedule studies, review and hearings so that the council can vote on the comprehensive plan amendment to the transportation plan on or about April 27, 2015.
30. The final design of Blackstone Ridge shall require a street connection to 65<sup>th</sup> Street and a connection to future Argenta Trail on the west side of the plat roughly just north of the existing wetland. The road connection point shall be subject to approval by Dakota County.
31. The connection point for Blackstone Ridge from 69<sup>th</sup> Street to Argenta Trail would be considered a temporary access by Dakota County. This access point may be required to be modified or abandoned. The final design and decision shall be subject to Dakota County. The developer is responsible for all costs associated with acquisition and construction of the connection and all relocated infrastructure improvements on this segment.
32. With regard to the future city collector streets of 65<sup>th</sup> Street and 67<sup>th</sup> Street affecting the plat of Blackstone Ridge, the Developer shall provide the following:
  - a. One-half of the required right of way dedication for 65<sup>th</sup> Street along the north boundary of the plat;
  - b. Full right of way dedication and construction of 67<sup>th</sup> Street from the western property line of the plat to a point 660 feet west of the east property line; and
  - c. One-half of the required right of way dedication of 67<sup>th</sup> Street from the east property line of the plat to a point 660 feet west of the east property line.
  - d. At the time of final plat the Developer shall pay to the City an amount equal to one-half of the cost of construction (as estimated by the Director of Public Works) for a full-width local street improvement for the east/west distances of proposed 65<sup>th</sup> Street and 67<sup>th</sup> Street where Developer is dedicating only one-half of the right of way for those segments; the construction costs shall be estimated based on a local street standard having a full width and Developer shall pay one-half of that amount in order to cover the one-half of right of way being dedicated but not being constructed with the plat.

In light of the dedications, required construction of a portion of 67<sup>th</sup> Street and required payment for road segments on 67<sup>th</sup> Street and 65<sup>th</sup> Street that will not be constructed at the time of plat as stated above, the City will agree that when the unbuilt segments of 67<sup>th</sup> Street and 65<sup>th</sup> Street are initially built, the plat of Blackstone Ridge will not be specially assessed for a local street improvement relating to those particular portions of 65<sup>th</sup> Street and 67<sup>th</sup> Street. The City reserves the right to specially assess Blackstone Ridge for the following:

- a. The difference in cost between the cost of a collector street and the cost of a local street improvement if 65<sup>th</sup> Street and 67<sup>th</sup> Street (or segments thereof) are initially built as collector streets; and
  - b. The cost to upgrade 65<sup>th</sup> Street and 67<sup>th</sup> Street to a collector street if such streets (or segments thereof) are initially constructed as local streets; and
  - c. Any improvements to 65<sup>th</sup> Street and 67<sup>th</sup> Street after the initial construction.
33. The Blackstone Ridge plan for stormwater management shall be modified to minimize the impact on existing regional basins as outlined by the City Engineer. Any impacts to existing regional basins shall be mitigated to the City's satisfaction.
  34. The final plat of Blackstone Ridge is subject to the City approving the design, acquiring rights of way and easements, approving the construction, and identifying funding of the extension of utilities, easterly from Blackstone Ponds or Blackstone Vista onto Blackstone Ridge along a route to be approved by the City Council.
  35. The emergency access to CSAH 26 in Blackstone Ponds shall be plowed and maintained at all times by the landowner or association.
  36. The Blackstone project shall be modified to address comments #1-11 from the memo prepared by the Director of Parks and Recreation dated September 10, 2014.
  37. Prior to final plat and final PUD approval, the developer shall identify a specific impervious surfaced maximum for each lot. This lot maximum must be listed in table on the approved plans.
  38. Prior to final plat and final PUD approval, a parking plan shall be prepared that shows the possible parking areas to determine approximately how many cars could be parked in the Ponds Development.
  39. Final plat approval is subject to the City Council ordering a public improvement project to extend trunk water main and trunk sanitary sewer to serve the parcels included in the plat; approving the project plans and specifications for that project; authorizing the acquisition of necessary easements over parcels not included in the plat, for construction of that project and awarding a construction contract for that project; approval of a financing plan for extension of public utilities, including trunk lines or an alternate agreed upon by the City Council.
  40. Final Plat approval is subject to the City approving a financing plan to construct public improvement projects and acquire easements from the current location of utilities in the City to the Blackstone Vista Plat, and from the Blackstone Ponds Plat to the Blackstone Ridge Plat.
  41. Final Plat approval is subject to the City approving bond financing or other means of financing to pay for the extension of trunk utilities to serve the plats.

42. Final Plat is subject to the City ordering a public improvement project and ordering acquisitions or condemnation processes to acquire and construct a street connection segment or multiple street connection segments from the Blackstone Ridge Plat to existing Argenta Trail.
43. Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred for review of the project including and including preparation of the DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY 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 F of the future DEVELOPMENT CONTRACT.
44. The park dedication, utility connection and hook-up fees shall be paid at the times required by City ordinance. If the following fees become payable and are paid by the Developer within three years after preliminary plat approval (the time period from November 10, 2014 through November 10, 2017) then the Developer shall pay the following fees based and computed on the City's fee schedule in effect on November 10, 2014, without reference to subsequent adjustments upward or downward made by the City in the fee schedule:
  - a. Park Dedication Fees;
  - b. Water Plat Connection Fees;
  - c. Water Treatment Plant Fees;
  - d. Water Core Connection Fees;
  - e. Sanitary Sewer Plat Connection Fees;
  - f. Sewer Core Connection Fee;
  - g. Storm Water Plat Connection Fee.

After November 10, 2017, the above-identified fees shall be based and computed on the fee schedule then in effect when the Developer pays the fees taking into account whatever adjustments were made by the Council after November 10, 2014.

If the following fees become payable and are paid by the Developer within three years after preliminary plat approval (the time period from November 10, 2014 through November 10, 2017) then the Developer shall pay the following fees based and computed on the City's fee schedule in effect at the time the fees are paid subject to the limitation and cap that the computed fee amount shall not be higher than 3.5% above the fee in effect during the previous calendar year:

- a. Water Building Permit Connection Fees;
- b. Sanitary Sewer Building Permit Connection Fees.

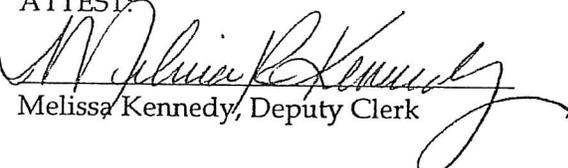
After November 10, 2017, the Water Building Permit Connection Fees and the Sanitary Sewer Building Permit Connection Fees shall be based and computed on the fee schedule then in effect when the Developer pays the fees without any reference to the above stated limitation and cap.

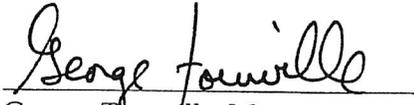
Passed this 10th day of November, 2014.

AYES: 5

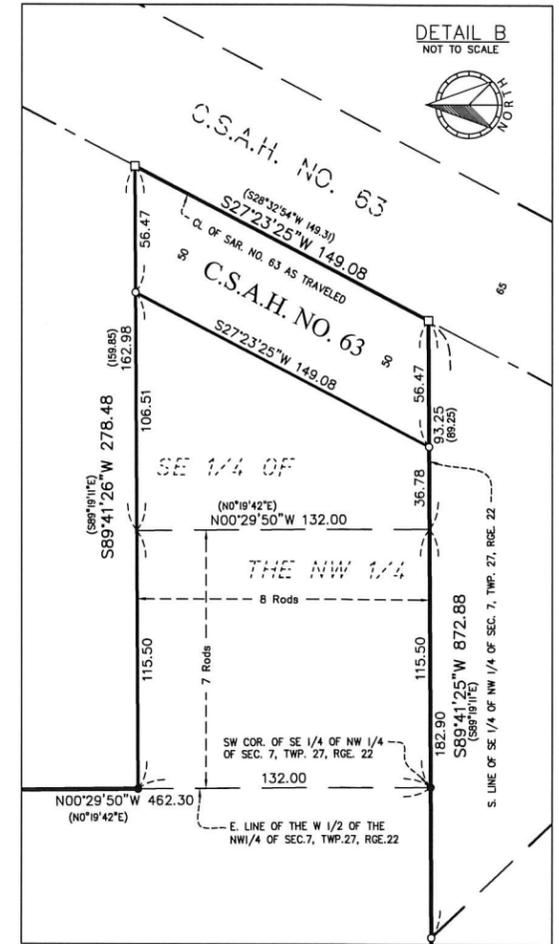
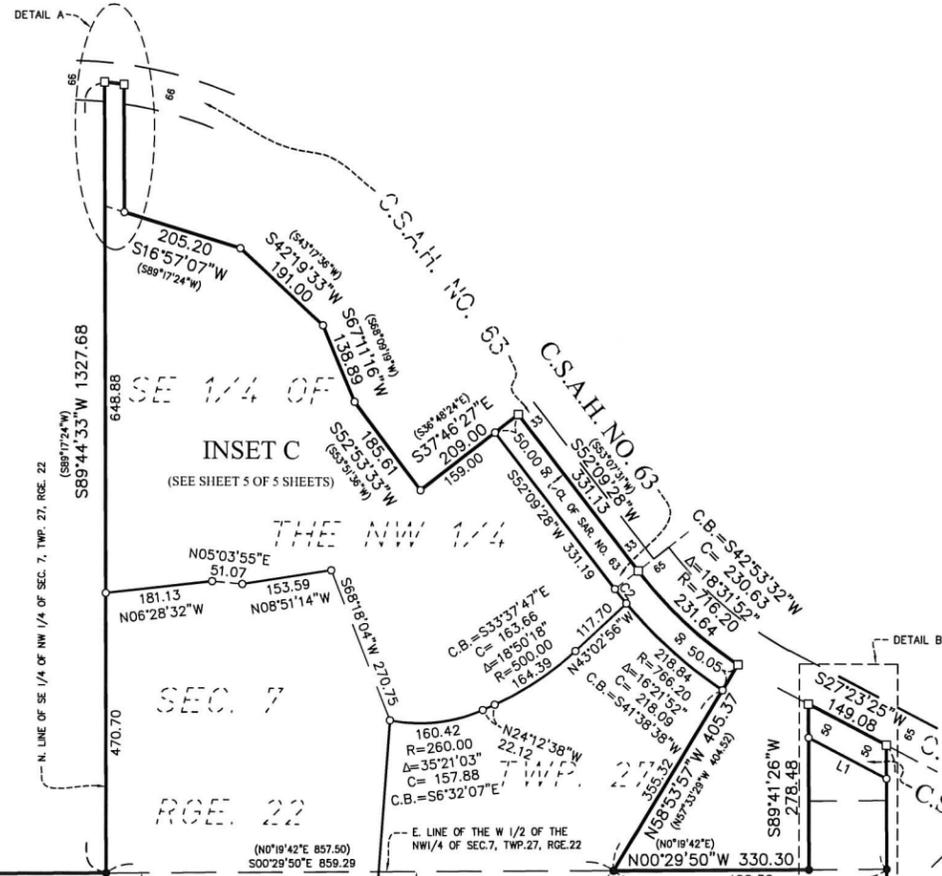
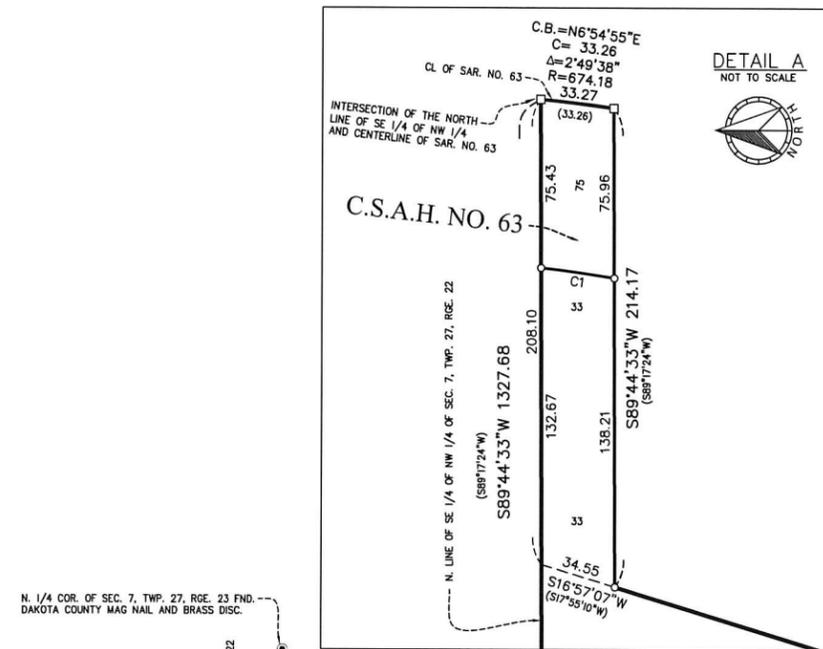
NAYS: 0

ATTEST:

  
Melissa Kennedy, Deputy Clerk

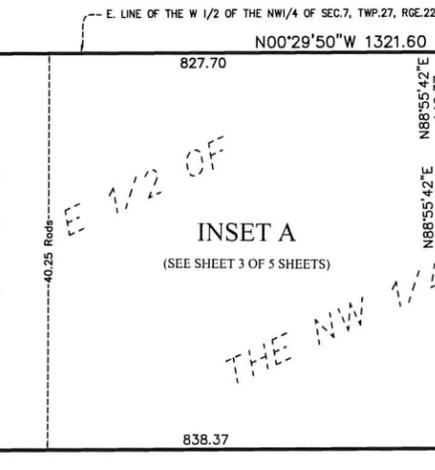
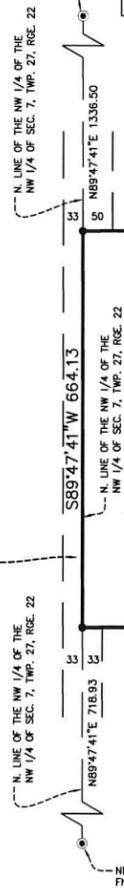
  
George Tourville, Mayor

# BLACKSTONE VISTA



N. 1/4 COR. OF SEC. 7, TWP. 27, RGE. 23 FND. DAKOTA COUNTY MAG NAIL AND BRASS DISC.

C.S.A.H. NO. 26 (70TH ST. W.)



INSET B  
(SEE SHEET 4 OF 5 SHEETS)

TWP. 27

TAG TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C1	33.34	Δ=3°11'17"	599.18	N7°49'10"E	33.33
C2	31.18	Δ=2°19'54"	766.20	S50°59'31"W	31.18
L1	149.08			S27°23'25"W	

OUTLOTE  
DRAINAGE AND UTILITY EASEMENT  
OVER ALL OF OUTLOTE

STATE TRUNK HIGHWAY NO. 55 (COURTHOUSE BLVD.)

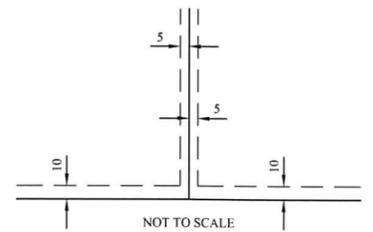
OUTLOTE I  
DRAINAGE AND UTILITY EASEMENT  
OVER ALL OF OUTLOT I

- Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 26147
- Denotes set nail and disc marked by License No. 26147
- Denotes a Found Iron Monument
- ⊙ Denotes a Found Cast-Iron Monument
- (xxxx) Denotes deed dimension



The basis for the bearing system is the north line of the Northwest Quarter of the Northwest Quarter of Section 7, Township 27, Range 22 which assumed to bear North 89 degrees 47 minutes 41 seconds East

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

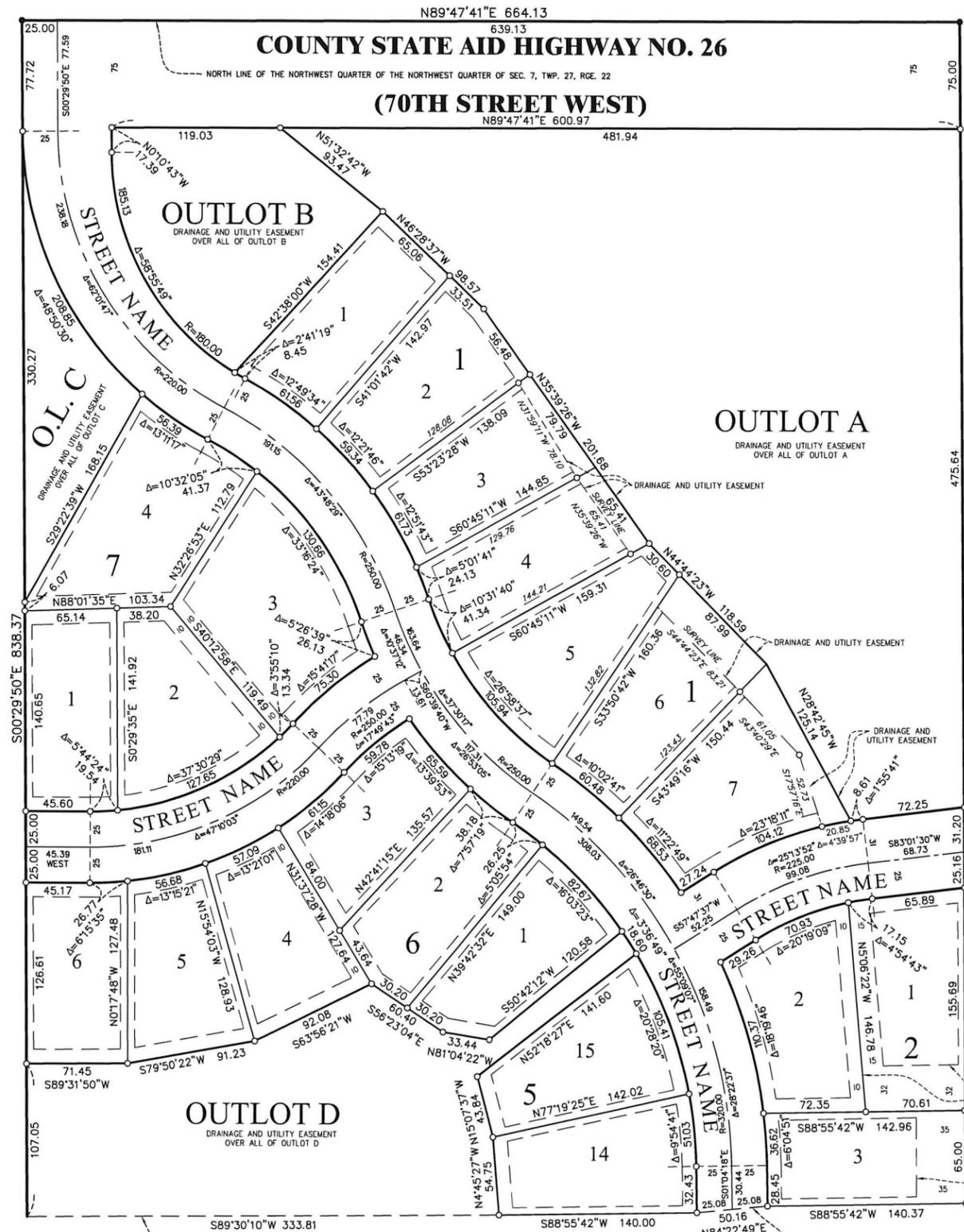


Being 5 feet in width when adjoining side lot lines, unless otherwise indicated, and being 10 feet in width when adjoining public right of way lines and rear lot lines, unless otherwise indicated, as shown on the plat.



SATHRE-BERGQUIST, INC.

# BLACKSTONE VISTA INSET A



MATCH LINE A  
(SEE SHEET 4 OF 5 SHEETS)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

NOT TO SCALE

Being 5 feet in width when adjoining side lot lines, unless otherwise indicated, and being 10 feet in width when adjoining public right of way lines and rear lot lines, unless otherwise indicated, as shown on the plat.

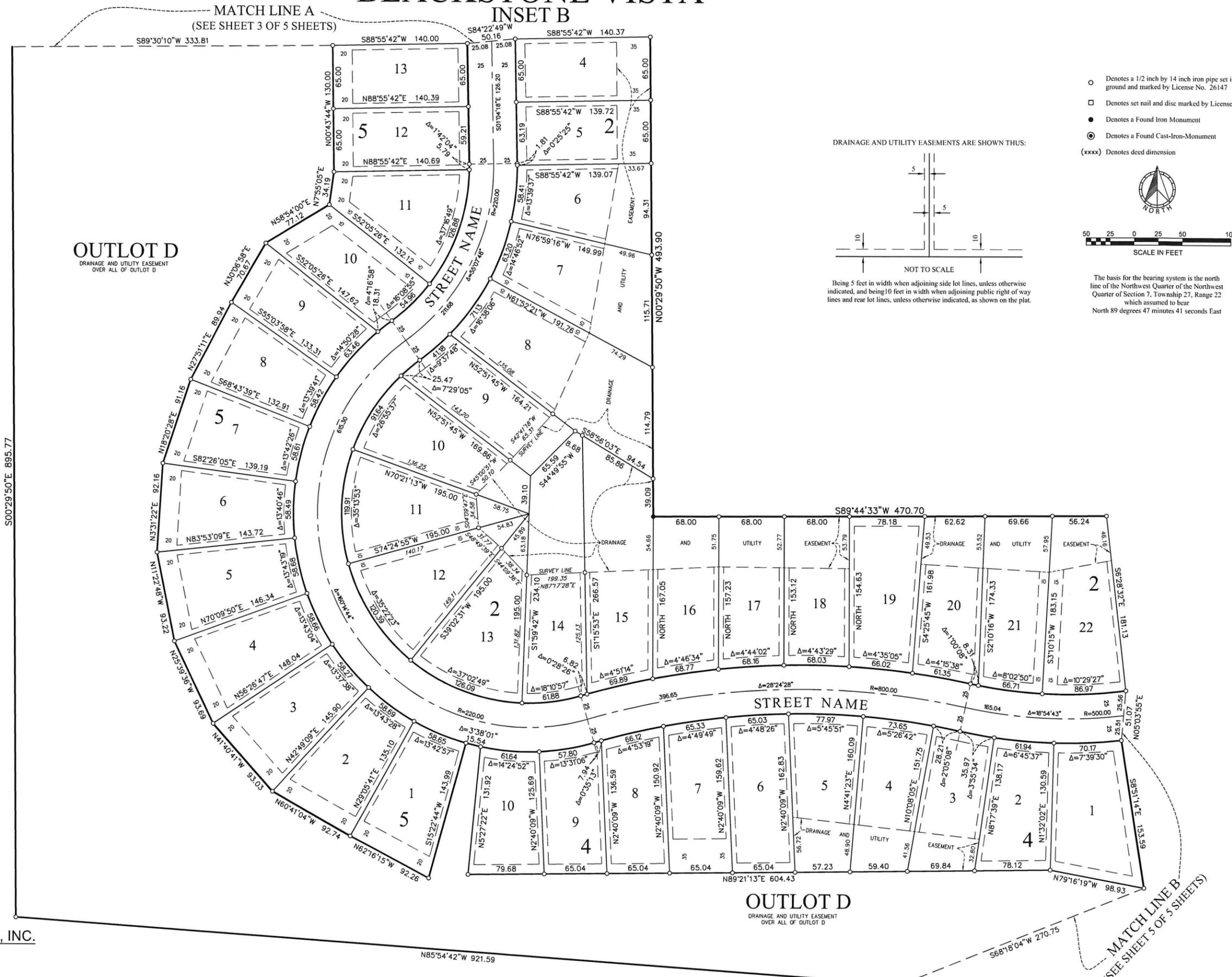
NORTH

SCALE IN FEET

The basis for the bearing system is the north line of the Northwest Quarter of the Northwest Quarter of Section 7, Township 27, Range 22 which assumed to bear North 89 degrees 47 minutes 41 seconds East

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- (xxxx) Denotes deed dimension

# BLACKSTONE VISTA INSET B



**OUTLOT D**  
DRAINAGE AND UTILITY EASEMENT  
OVER ALL OF OUTLOT D

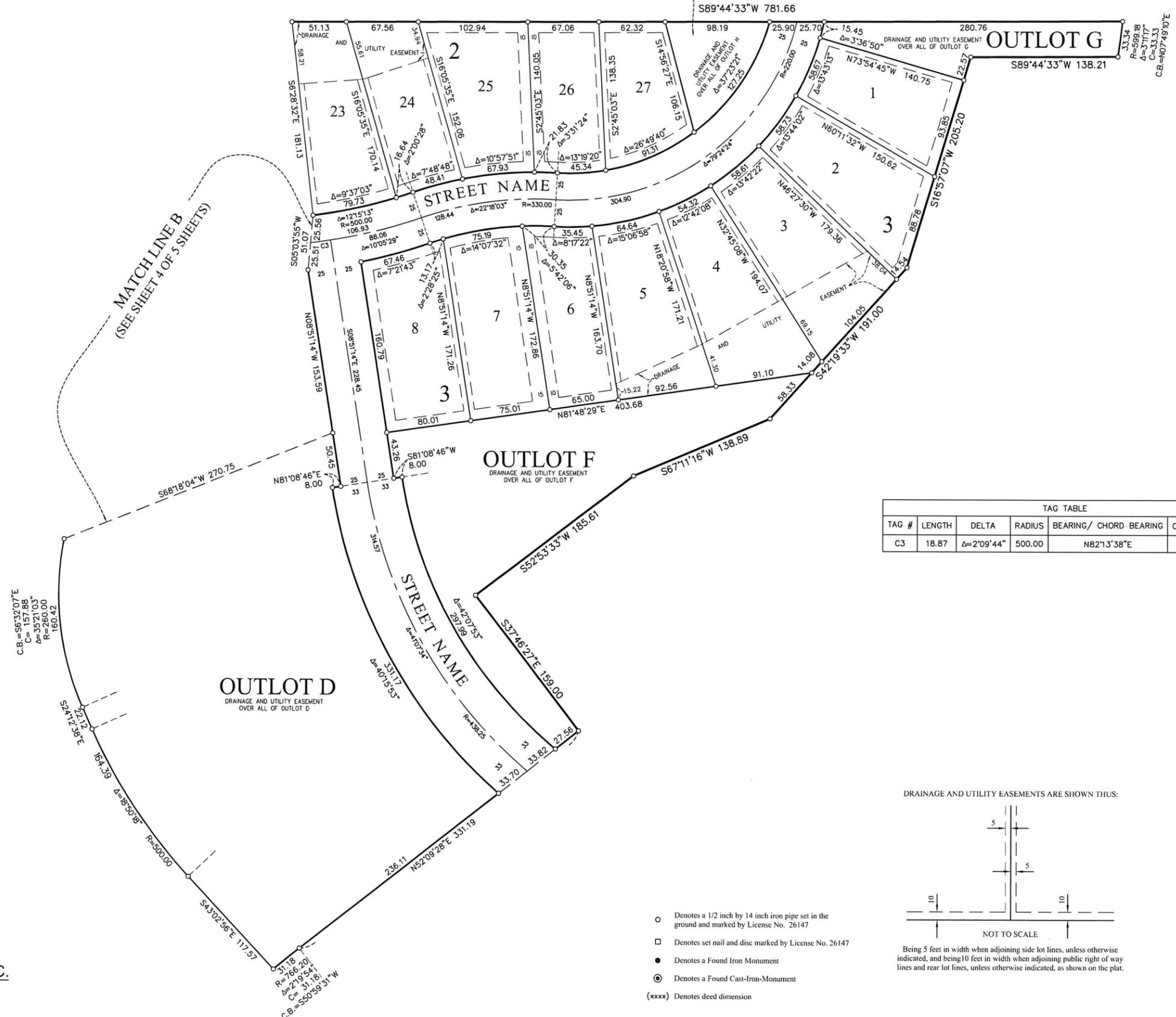
**OUTLOT D**  
DRAINAGE AND UTILITY EASEMENT  
OVER ALL OF OUTLOT D



SATHRE-BERGQUIST, INC.

# BLACKSTONE VISTA INSET C

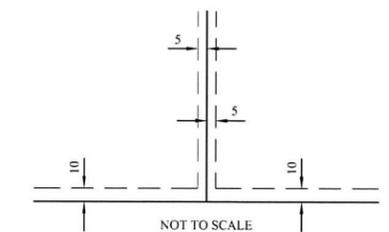
## OUTLOT H



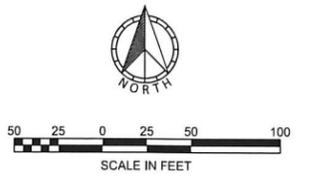
MATCH LINE B  
(SEE SHEET 4 OF 5 SHEETS)

TAG TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C3	18.87	$\Delta=2^{\circ}09'44''$	500.00	N82°13'38"E	18.87

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



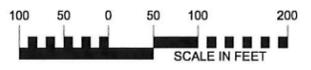
Being 5 feet in width when adjoining side lot lines, unless otherwise indicated, and being 10 feet in width when adjoining public right of way lines and rear lot lines, unless otherwise indicated, as shown on the plat.



The basis for the bearing system is the north line of the Northwest Quarter of the Northwest Quarter of Section 7, Township 27, Range 22 which assumed to bear North 89 degrees 47 minutes 41 seconds East

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- (xxxx) Denotes deed dimension


**SATHRE-BERGQUIST, INC.**  
 ENGINEERS SURVEYORS  
 DESIGNERS PLANNERS



DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SCHMIDT	01	DSG	02/05/15	CITY COMMENTS
DRAWN BY				
CHECKED BY				
DATE				

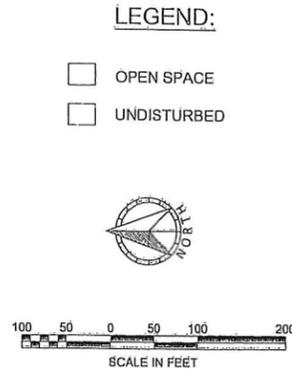
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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

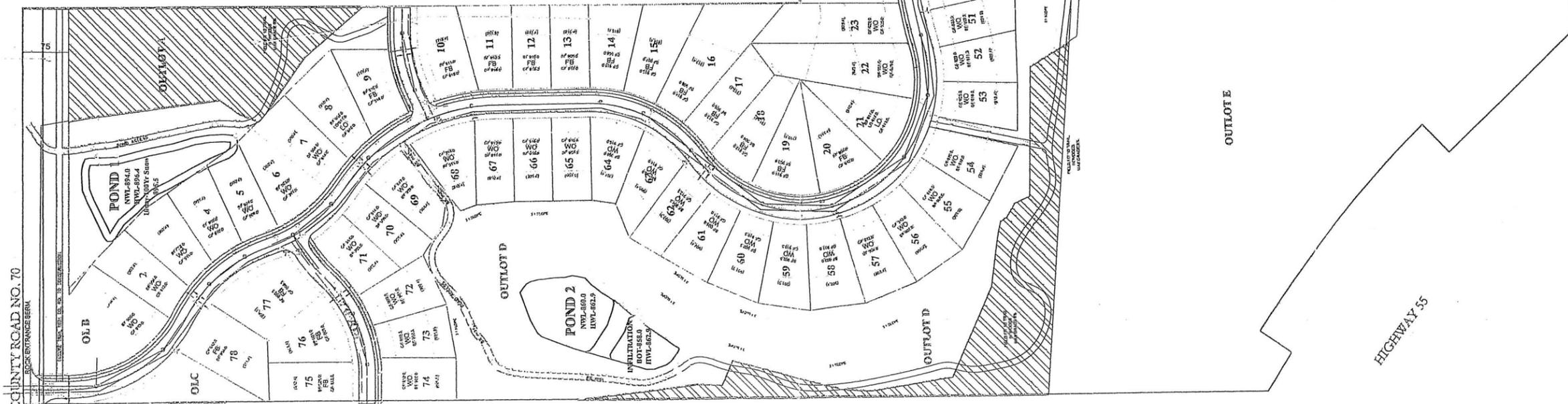
*Daniel L. Schmidt*  
 Daniel L. Schmidt, P.E.  
 Date: 12/18/14 Lic. No. 26147

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.		SITE PLAN BLACKSTONE VISTA RYLAND HOMES	FILE NO. 78058-019
			1 1



Blackstone Vista	
Low-Med	
Gross Area	41.55
75' - 70th Street West	1.14
Wetland/Lake	0.00
Net Area	40.41
Required Min Density	121
Open Space Dedication	2.24
Net Area	40.4
Required Dedication(20%)	8.1
Undisturbed Dedication (10%)	4.0
Provided Dedication	15.7
Provided Undisturbed	4.2
<b>Total</b>	<b>Undisturbed</b>
Outlet A	2.9
Outlet B	0.2
Outlet C	0.2
Outlet D	10.4
Outlet E	13.1
Outlet F	0.9
Outlet G	0.3
Outlet H	0.9
<b>TOTAL</b>	<b>15.7</b>
Required Dedication(acres)	8.1
Largest Open Space(acres)	10.7
Continuous Dedication	132%
All values in Acres	
*Not included in Gross Area or Dedication Calculations	



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DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SCHMIDT	01	DSG	06/09/14	PRELIMINARY REVISIONS
DRAWN BY	02	DLS	07/07/14	PRELIMINARY REVISIONS
CAW	03	DLS	08/13/14	PRELIMINARY REVISIONS
CHECKED BY	04	DLS	09/16/14	REVISED OPEN SPACE CALC
DATE	05/12/14			

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*David Schmidt*  
Name, P.E.  
Date: 05/18/14 Lic. No. 26117

ENGINEERS SURVEYORS  
D.L.G. S.P.S. P. ANKRE

**SATHRE-BERGQUIST, INC.**  
183 SOUTH BROADWAY WATZATA, MN. 55151 (612) 470-0080

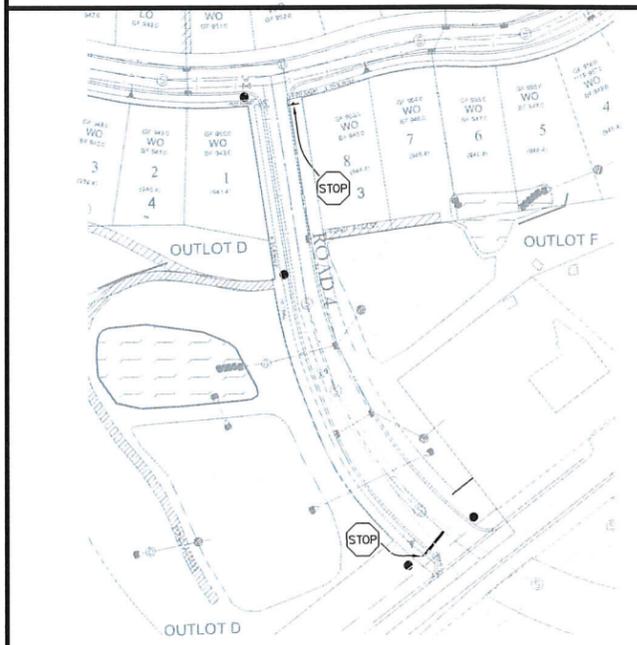
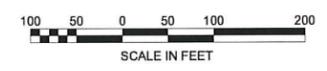
CITY PROJECT No.  
**INVER GROVE HEIGHTS, MINNESOTA**

**OPEN SPACE**  
**BLACKSTONE VISTA**  
**JIM DEANOVIC**

FILE NO.  
1920-013  
**OS1**  
**OS1**



PROPOSED LIGHT



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12/18/14				

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*Daniel L. Schmidt*  
 Daniel L. Schmidt, P.E.  
 Date: 12/18/14 Lic. No. 26147


**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. ---  
**INNER GROVE HEIGHTS, MINNESOTA**

**STRIPES, SIGN & LIGHTING PLAN**  
 BLACKSTONE VISTA  
 RYLAND HOMES

FILE NO. 78058-019  
**2**  
 43

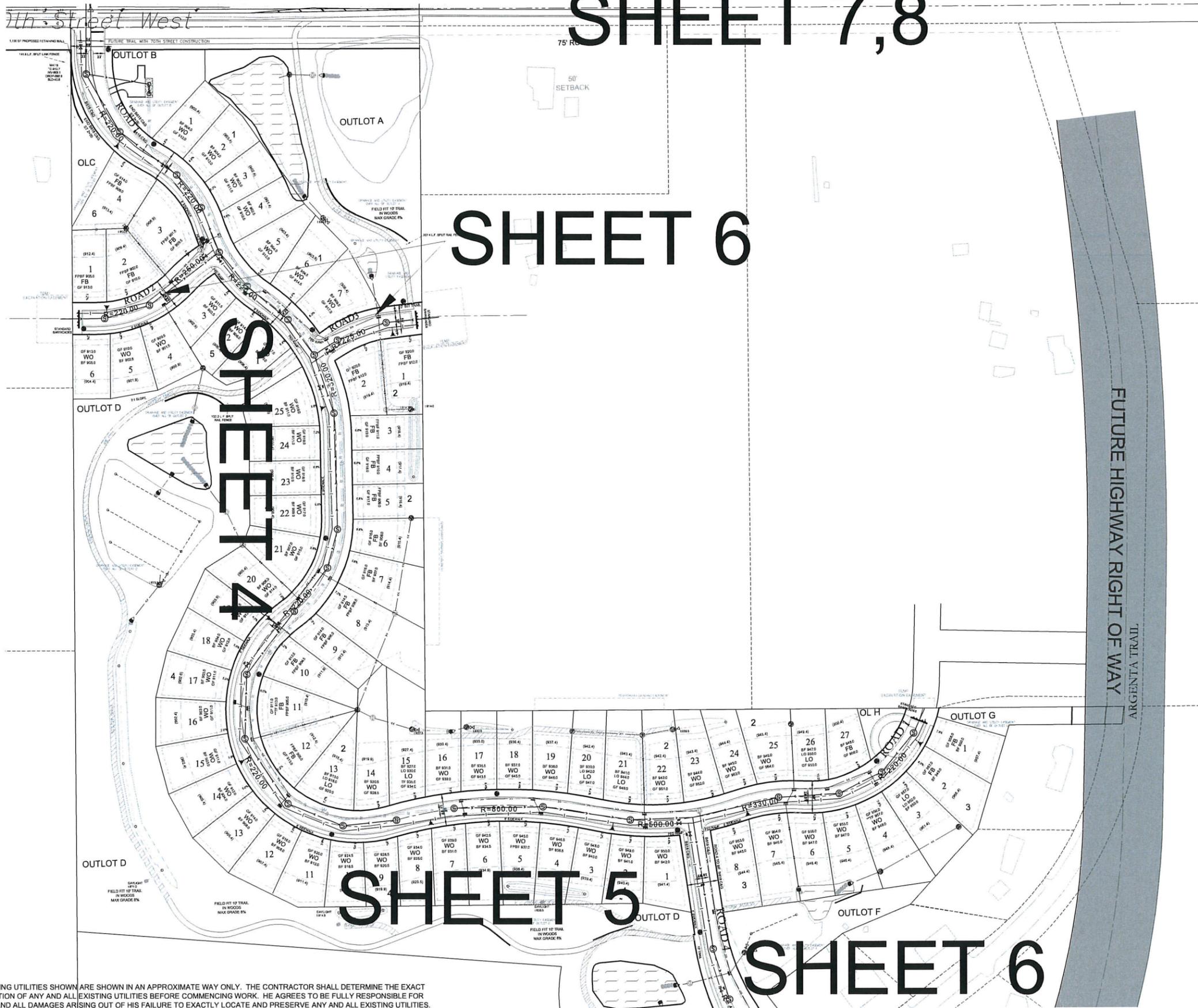
# SHEET 7,8

# SHEET 6

# SHEET 4

# SHEET 5

# SHEET 6

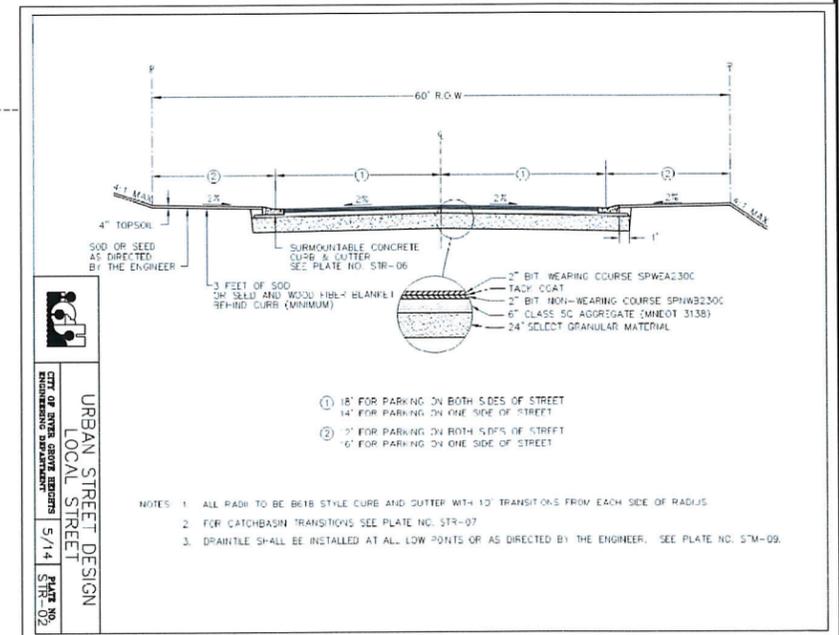


### STREET NOTES

1. ALL RADII CURB TO BE B618
2. COUNTY ROAD INTERSECTIONS TO HAVE RIBBON CURB WITH A 20' RADIUS MINIMUM
3. ROAD 1 CURB TO BE B618 FROM STATION 0+00 TO 2+00
4. ROAD 4 CURB TO BE ALL B618
5. ALL OTHER ROAD CURB TO BE SURMOUNTABLE
6. TEMPORARY CUL-DE-SAC IN OUTLOT H STREET SECTION IS TO MATCH CITY STANDARD STREET SECTION
7. DRIVEWAYS ARE TO BE A 20' MAXIMUM AT ROW FOR SINGLE FAMILY HOMES. IF WIDER, SEE CITY DETAIL STM-15 FOR RAIN GARDEN OR PERVIOUS MATERIAL TO BE USED
8. PEDESTRIAN RAMPS ARE TO BE TRUNCATED DOMES PER DETAIL

### TRAIL NOTES

9. INCREASE TRAIL SECTION BASE WITH ADDITIONAL 4" ROCK FROM ROAD 1 TO NEAR OUTLET STRUCTURE B24 FOR POND ACCESS
10. TRAILS AND WALKWAYS ARE TO MEET PROWAG AND ADA STANDARDS; MAX TRAIL GRADE TO BE 8%
11. SIDEWALKS TO BE CONSTRUCTED PER CITY PLATE STR-01
12. CONCRETE DRIVEWAY APRONS ARE TO REQUIRED BETWEEN CONCRETE WALKS AND CURB; TO BE BUILT AT TIME OF HOME CONSTRUCTION



URBAN STREET DESIGN  
CITY OF INVER GROVE HEIGHTS  
LOCAL STREET  
5/1/14  
FILE NO. STR-02

1. 18' FOR PARKING ON BOTH SIDES OF STREET
  - 14' FOR PARKING ON ONE SIDE OF STREET
  2. 2' FOR PARKING ON BOTH SIDES OF STREET
  - 6' FOR PARKING ON ONE SIDE OF STREET
- NOTES: 1. ALL RADII TO BE B618 STYLE CURB AND CUTTER WITH 10' TRANSITIONS FROM EACH SIDE OF RADIUS  
2. FOR CATCHBASIN TRANSITIONS SEE PLATE NO. STR-07  
3. DRAINAGE SHALL BE INSTALLED AT ALL LOW POINTS OR AS DIRECTED BY THE ENGINEER. SEE PLATE NO. STM-09.

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CHECKED BY				
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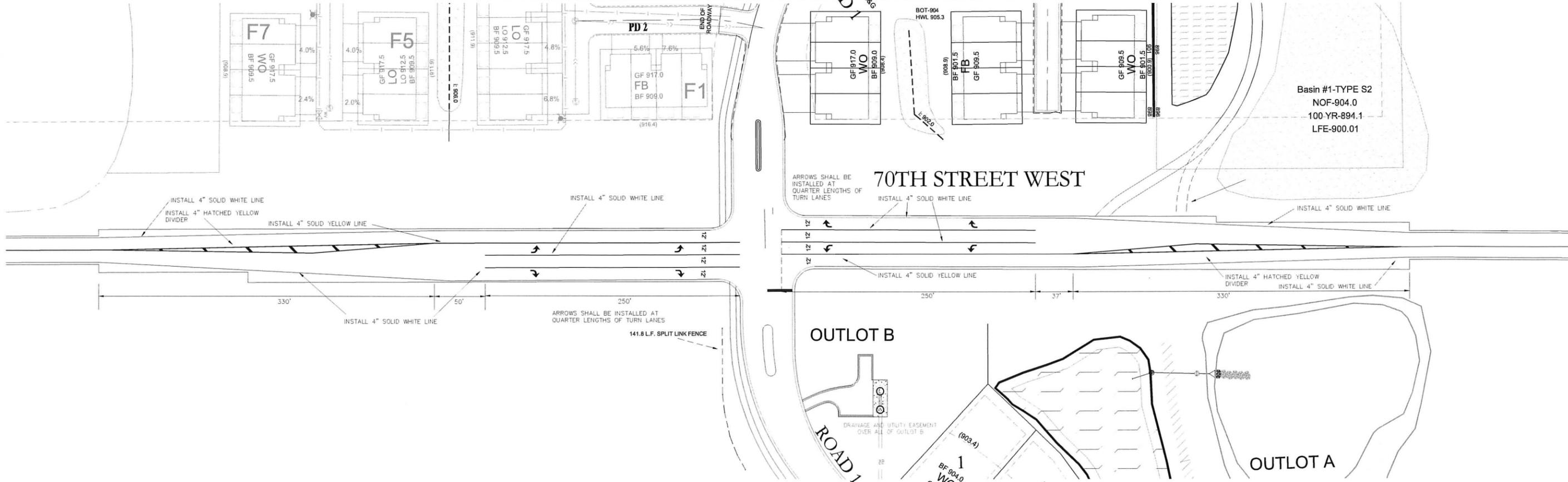
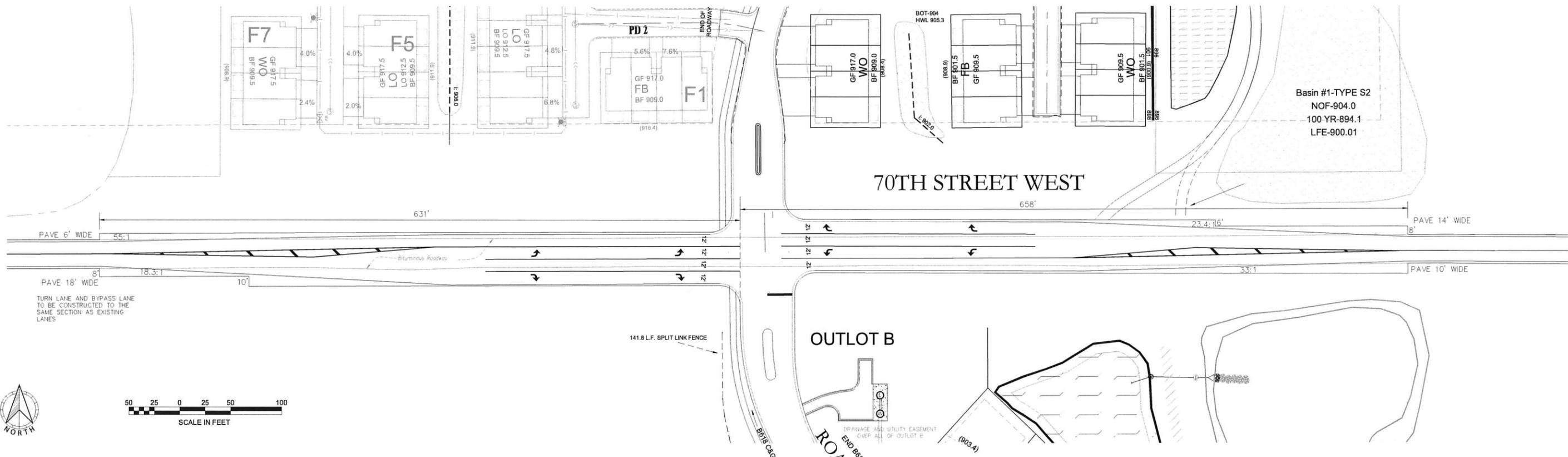
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*Daniel L. Schmidt*  
Daniel L. Schmidt, P.E.  
Date: 12/18/14 Lic. No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.	FINAL STREET PLAN	FILE NO.
INVER GROVE HEIGHTS, MINNESOTA	BLACKSTONE VISTA	78058-019
	RYLAND HOMES	3
		43



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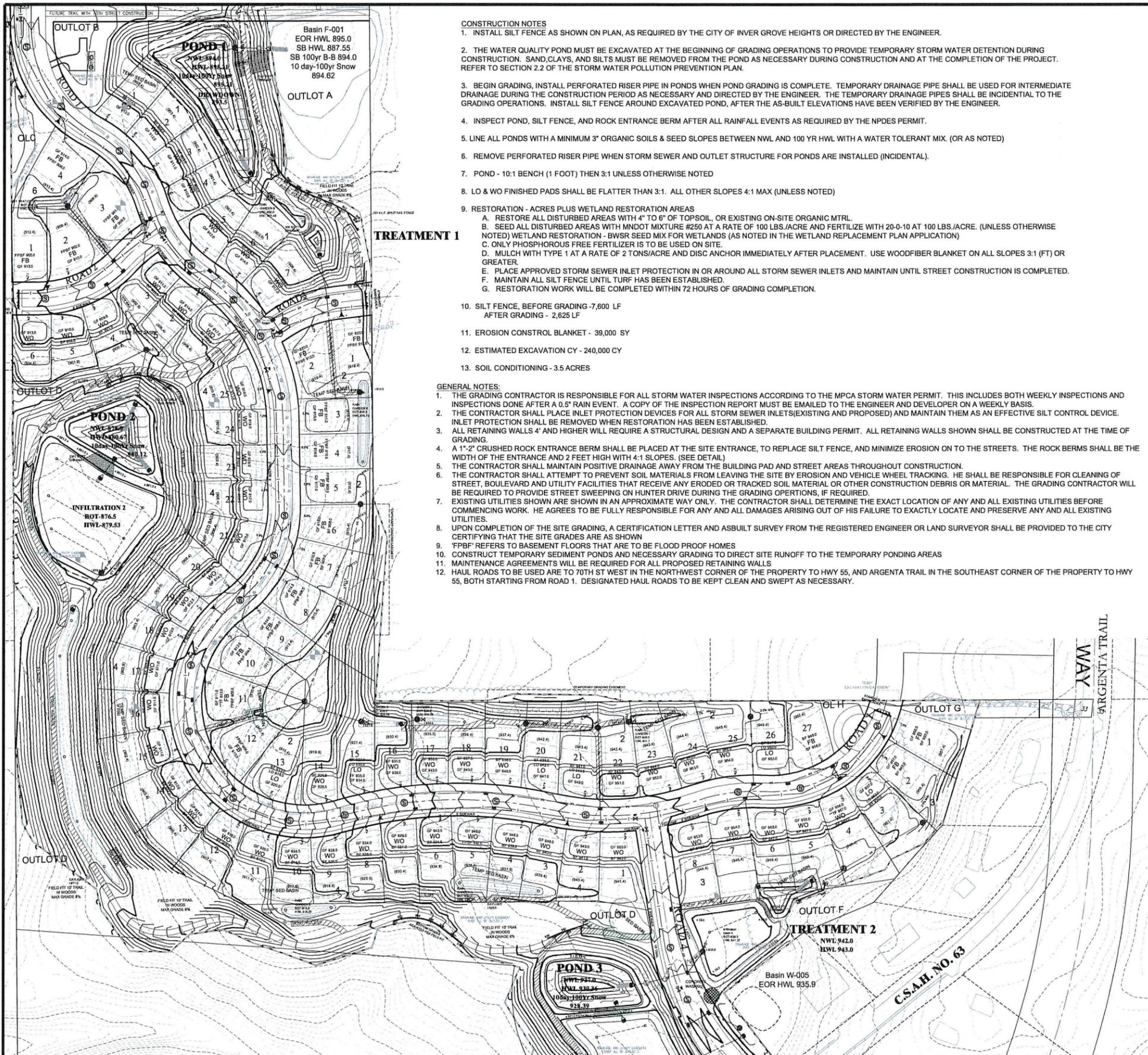
*Daniel L. Schmidt*  
 Daniel L. Schmidt, P.E.  
 Date: 12/18/14 Lic. No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
 INVER GROVE HEIGHTS, MINNESOTA

TURN LANE DETAIL  
 BLACKSTONE VISTA  
 RYLAND HOMES



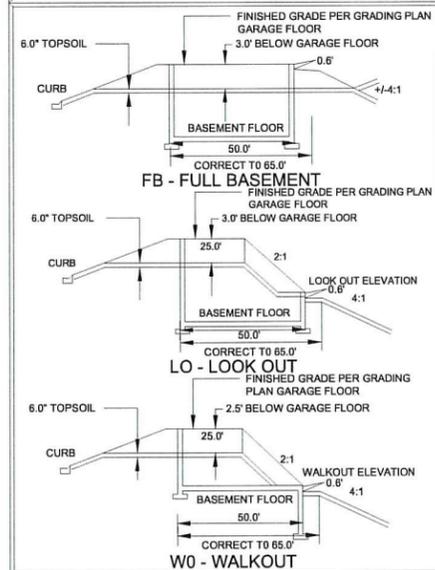
**CONSTRUCTION NOTES**

1. INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF INVER GROVE HEIGHTS OR DIRECTED BY THE ENGINEER.
2. THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND, CLAYS, AND SILTS MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT. REFER TO SECTION 2.2 OF THE STORM WATER POLLUTION PREVENTION PLAN.
3. BEGIN GRADING, INSTALL PERFORATED RISER PIPE IN PONDS WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. THE TEMPORARY DRAINAGE PIPES SHALL BE INCIDENTAL TO THE GRADING OPERATIONS. INSTALL SILT FENCE AROUND EXCAVATED POND, AFTER THE AS-BUILT ELEVATIONS HAVE BEEN VERIFIED BY THE ENGINEER.
4. INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
5. LINE ALL PONDS WITH A MINIMUM 3" ORGANIC SILTS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
6. REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED (INCIDENTAL).
7. POND - 10:1 BENCH (1 FOOT) THEN 3:1 UNLESS OTHERWISE NOTED
8. LO & WO FINISHED PADS SHALL BE FLATTER THAN 3:1. ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)
9. RESTORATION - ACRES PLUS WETLAND RESTORATION AREAS
  - A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
  - B. SEED ALL DISTURBED AREAS WITH MNDOT MIXTURE #250 AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED) WETLAND RESTORATION - BWSR SEED MIX FOR WETLANDS (AS NOTED IN THE WETLAND REPLACEMENT PLAN APPLICATION)
  - C. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
  - D. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
  - E. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED.
  - F. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
  - G. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
10. SILT FENCE, BEFORE GRADING - 7,600 LF  
AFTER GRADING - 2,625 LF
11. EROSION CONTROL BLANKET - 39,000 SY
12. ESTIMATED EXCAVATION CY - 240,000 CY
13. SOIL CONDITIONING - 3.5 ACRES

**GENERAL NOTES:**

1. THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
2. THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES FOR ALL STORM SEWER INLETS (EXISTING AND PROPOSED) AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
3. ALL RETAINING WALLS 4' AND HIGHER WILL REQUIRE A STRUCTURAL DESIGN AND A SEPARATE BUILDING PERMIT. ALL RETAINING WALLS SHOWN SHALL BE CONSTRUCTED AT THE TIME OF GRADING.
4. A 1'-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES. (SEE DETAIL)
5. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
6. THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL. THE GRADING CONTRACTOR WILL BE REQUIRED TO PROVIDE STREET SWEEPING ON HUNTER DRIVE DURING THE GRADING OPERATIONS, IF REQUIRED.
7. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.
8. UPON COMPLETION OF THE SITE GRADING, A CERTIFICATION LETTER AND ASBUILT SURVEY FROM THE REGISTERED ENGINEER OR LAND SURVEYOR SHALL BE PROVIDED TO THE CITY CERTIFYING THAT THE SITE GRADES ARE AS SHOWN
9. "FPBF" REFERS TO BASEMENT FLOORS THAT ARE TO BE FLOOD PROOF HOMES
10. CONSTRUCT TEMPORARY SEDIMENT PONDS AND NECESSARY GRADING TO DIRECT SITE RUNOFF TO THE TEMPORARY PONDING AREAS
11. MAINTENANCE AGREEMENTS WILL BE REQUIRED FOR ALL PROPOSED RETAINING WALLS
12. HAUL ROADS TO BE USED ARE TO 70TH ST WEST IN THE NORTHWEST CORNER OF THE PROPERTY TO HWY 55, AND ARGENTA TRAIL IN THE SOUTHEAST CORNER OF THE PROPERTY TO HWY 55, BOTH STARTING FROM ROAD 1. DESIGNATED HAUL ROADS TO BE KEPT CLEAN AND SWEEP AS NECESSARY.

**HOLDDOWN DETAILS**



**SYMBOL LEGEND**

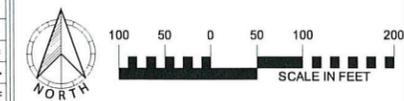
EXISTING	DESCRIPTION	PROPOSED
	MINOR CONTOUR	
	MAJOR CONTOUR	
	LOT LINE	
	BUILDING SETBACK BOUNDARY	
	PARCEL BOUNDARY LINE	
	CURB AND GUTTER	
	RIGHT-OF-WAY	
	STANDARD SILT FENCE	
	SILT FENCE BOX	
	ORANGE CONSTRUCTION FENCE	
	EMERGENCY OVERFLOW SWALE (MAJ)	
	CATCH BASIN	
	STORM SEWER MANHOLE	
	FLARED END SECTION	
	SOIL BORING	

**CONSTRUCTION NOTES**

- GRADING AND DRAINAGE**
1. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL.
  2. SEED ALL DISTURBED AREAS WITH MNDOT MIXTURE NO. 500 AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-10-10 AT 100 LBS./ACRE.
  3. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE EMULSION BLANKET ON ALL SLOPES GREATER THAN 3:1 (FT).
  4. PLACE SILT FENCE AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED.
  5. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
  6. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
  7. OPTIMUM DRIVEWAY SLOPES-MIN 18" ABOVE ROAD  
MINIMUM-3.0%  
MAXIMUM-8.0%
  8. POND - 10:1 BENCH (1 FOOT) THEN 4:1 MAX
  9. TEMP SLOPES-LO, WO PADS 3:1 MAX  
ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)  
WOOD FIBER BLANKET SHALL BE PLACED ALONG ANY 3:1 SLOPES AND SWALE BOTTOMS.
  10. STREET SECTION  
2" BITUMINOUS WEAR  
2" BITUMINOUS BASE  
6" CLASS 5 BASE  
24" SELECT GRANULAR
  11. 10 FT WIDE TRAIL SECTION  
2.5" BITUMINOUS WEAR  
6.0" CLASS 5
  12. SIDEWALK SECTION  
6" CONCRETE  
4" GRANULAR MATERIAL OR CLASS 5
  13. SEE CITY OF INVER GROVE HEIGHTS STANDARD DETAIL PLATES FOR EROSION CONTROL PRACTICES WHERE APPLICABLE.

**SIDEWALK AND TRAILS**

1. ALL PATHWAYS SHALL BE GRADED WITH MASS GRADING ACTIVITIES AND DONE IN CONFORMANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) WHICH GENERALLY REQUIRES THAT PATHWAYS NOT EXCEED 8% GRADE. TO ACCOMPLISH THIS, THE PATHWAYS SHOWN HEREIN SHALL BE FIELD-FIT ALONG WITH THE GRADING PROCESS.



I HEREBY CERTIFY THAT THE EXISTING TOPOGRAPHIC SURVEY WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Daniel L. Schmidt*  
Daniel L. Schmidt, P.E., RLS  
Date: 12/18/14 Lic. No. 26147

**ON-SITE BMPS**

1. NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
2. SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING. (Utility Contractor)
3. RIP RAP - RIP RAP WILL BE UTILIZED AT ALL APRONS FOR ENERGY DISSIPATION AND PROVIDE SEDIMENT CONTROL. (Utility Contractor)
4. INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. (WIMCO'S OR EQUAL)-(Utility Contractor)
5. SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOODFIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION. (Grading Contractor)
6. BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP POND AND ULTIMATELY DOWNSTREAM WETLANDS.(Grading Contractor)
7. INFILTRATION AREAS - INFILTRATION AREAS WILL BE UTILIZED TO REDUCE THE AMOUNT OF RUNOFF FROM THE INCREASED HARDSURFACE. (Grading Contractor)
8. STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR AS NEEDED TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING.(Grading and Utility Contractor)
9. PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.
11. ALL CONCRETE WASHOUT WASTE PRODUCED SHALL BE REMOVED FROM THE SITE. (Utility Contractor)

**FILTRATION SHELF NOTES**

1. INITIAL EXCAVATION OF THE RAIN GARDEN SHALL BE DUG 2' BELOW THE FINISHED FINAL GRADE.
2. THE BIORETENTION SOIL WITHIN THE FILTRATION SHELVES WILL BE INSTALLED AFTER THE STORM SEWER OUTLET CONTROL STRUCTURE IS INSTALLED.
3. TO PREVENT SOIL COMPACTION, HEAVY EQUIPMENT SHALL NOT BE ALLOWED WITHIN THE RAIN GARDENS AT ANY TIME.
4. THE BOTTOM OF THE FILTRATION SHELVES SHALL BE TILLED AN MINIMUM OF 12" PRIOR TO PLACING THE BIORETENTION SOIL.
5. RELATIVELY LIGHT EQUIPMENT WITH TRACKS SHALL BE USED TO EXCAVATE FILTRATION SHELVES.
6. IMMEDIATELY UPON COMPLETION OF GRADING THE FILTRATION SHELVES, SILT FENCE SHALL BE INSTALLED PER THE PLAN TO ESTABLISH PERIMETER CONTROL.
7. THE BIORETENTION SOIL WITHIN THE SHELVES WILL BE 2' DEEP WITH A 6" DRAINTILE RAISED ONE FOOT ABOVE THE BASE OF THE BIORETENTION SOIL.
8. THE BIORETENTION SOIL RECOMMENDED BY MNDOT OF 3149.2J (FINE FILTER SAND AGGREGATE).
9. THE MIX FOR THE FILTRATION SHELVES SHOULD BE 100% SAND.
10. MINNESOTA MULCH AND SOIL CAN SUPPLY AND DELIVER SOIL PREMIXED. (651) 330-0299
11. SEE IGH CITY DETAILS STM-14 & STM-15 FOR BIORETENTION DETAILS

DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SCHMIDT	01	DSG	02/05/15	CITY COMMENTS
DRAWN BY				
CHECKED BY				
DATE				
12/18/14				

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*Daniel L. Schmidt*  
Daniel L. Schmidt, P.E.  
Date: 12/18/14 Lic. No. 26147

**ENGINEERS SURVEYORS**  
**DESIGNERS PLANNERS**

**SATHRE-BERGQUIST, INC.**  
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO. ---

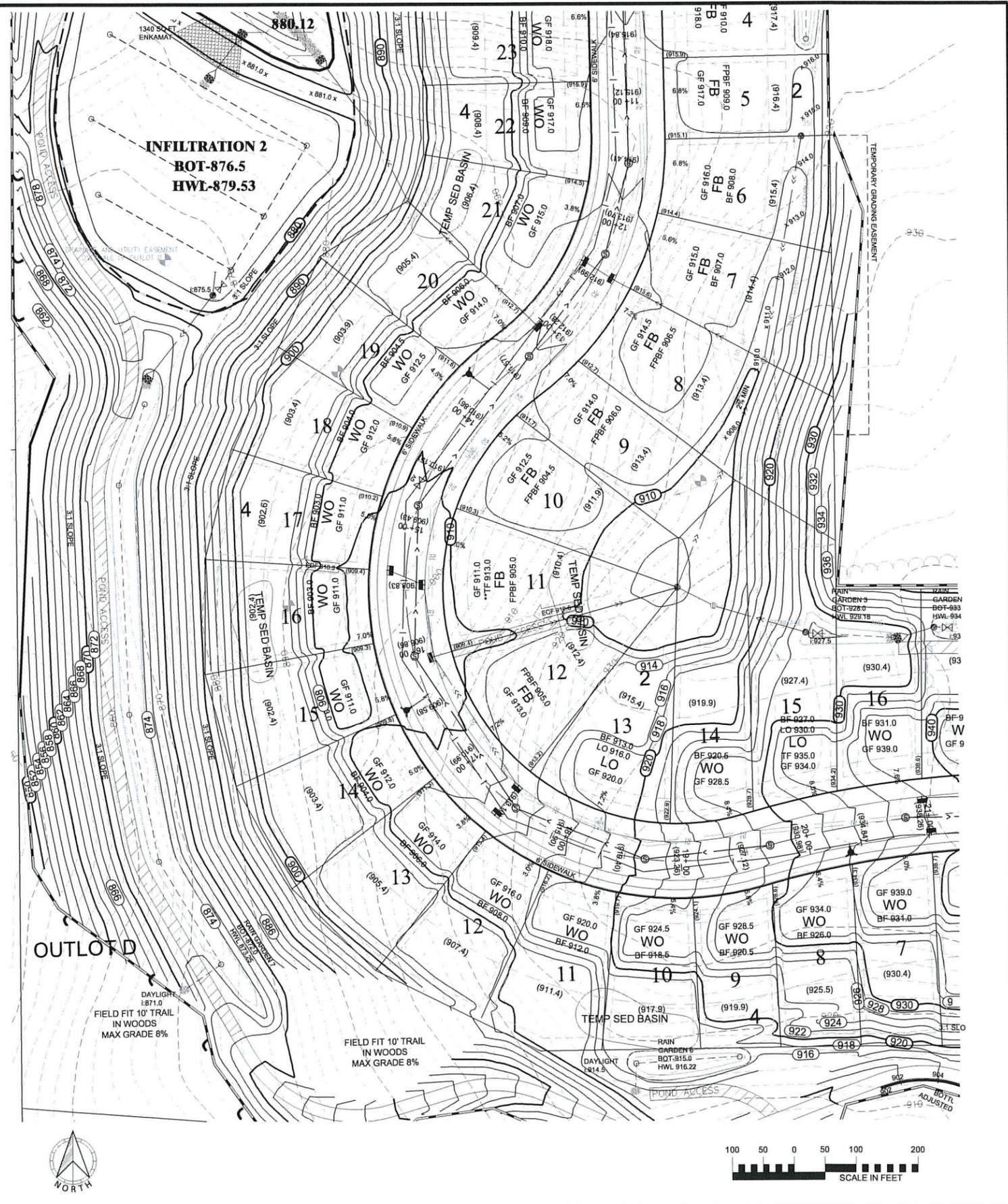
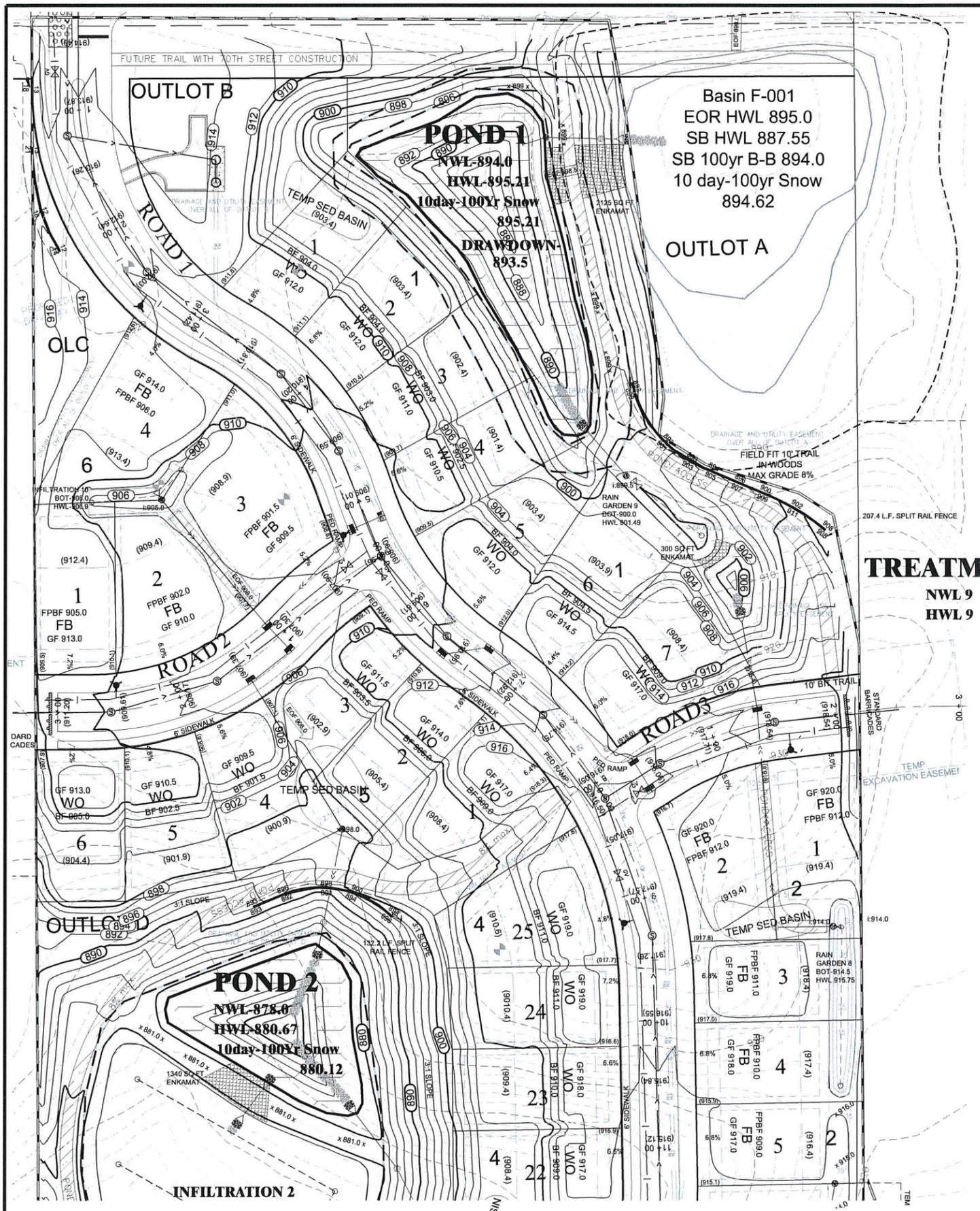
**INVER GROVE HEIGHTS, MINNESOTA**

**GRADING PLAN**  
**BLACKSTONE VISTA**  
**RYLAND HOMES**

FILE NO.  
78058-019

**28**

**43**



DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SCHMIDT	01	DSG	02/05/15	CITY COMMENTS
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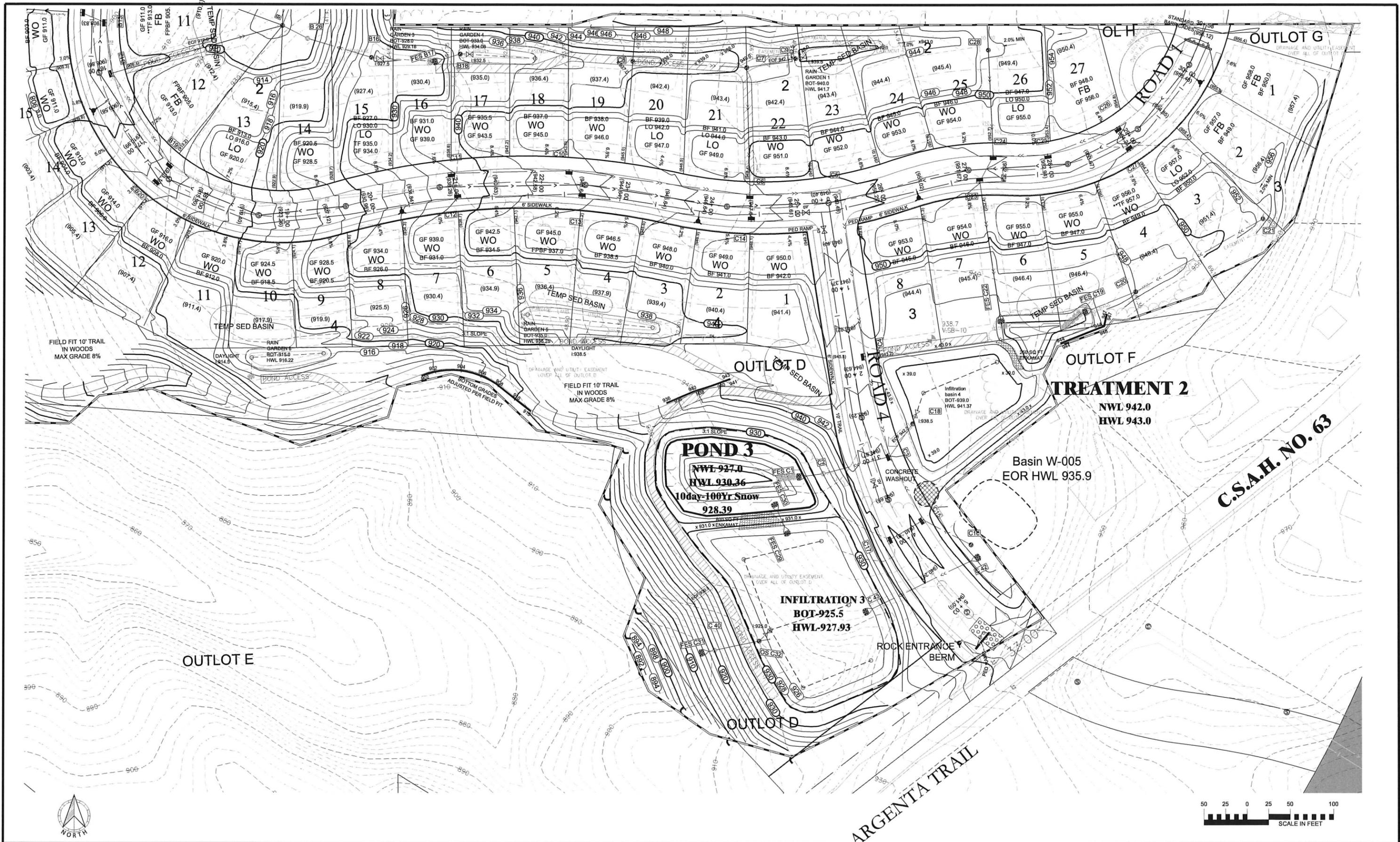
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*Daniel L. Schmidt*  
 Daniel L. Schmidt, P.E.  
 Date: 12/18/14 Lic. No. 26147

**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55991 (952) 476-6000

ENGINEERS SURVEYORS  
 DESIGNERS PLANNERS

CITY PROJECT NO.	GRADING PLAN	FILE NO.
INVER GROVE HEIGHTS, MINNESOTA	BLACKSTONE VISTA	78058-019
	RYLAND HOMES	29
		43



DRAWING NAME	NO.	BY	DATE	REVISIONS
BASE SCHMIDT	01	DSG	02/05/15	
DRAWN BY				CITY COMMENTS
CHECKED BY				
DATE				
12/18/14				

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*Daniel L. Schmidt*  
 Daniel L. Schmidt, P.E.  
 Date: 12/18/14 Lic. No. 26147



**SATHRE-BERGQUIST, INC.**  
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.  
**INVER GROVE HEIGHTS, MINNESOTA**

**GRADING PLAN**  
**BLACKSTONE VISTA**  
**RYLAND HOMES**

FILE NO.  
 78058-019  
**30**  
**43**

BLACKSTONE VISTA 78058-019

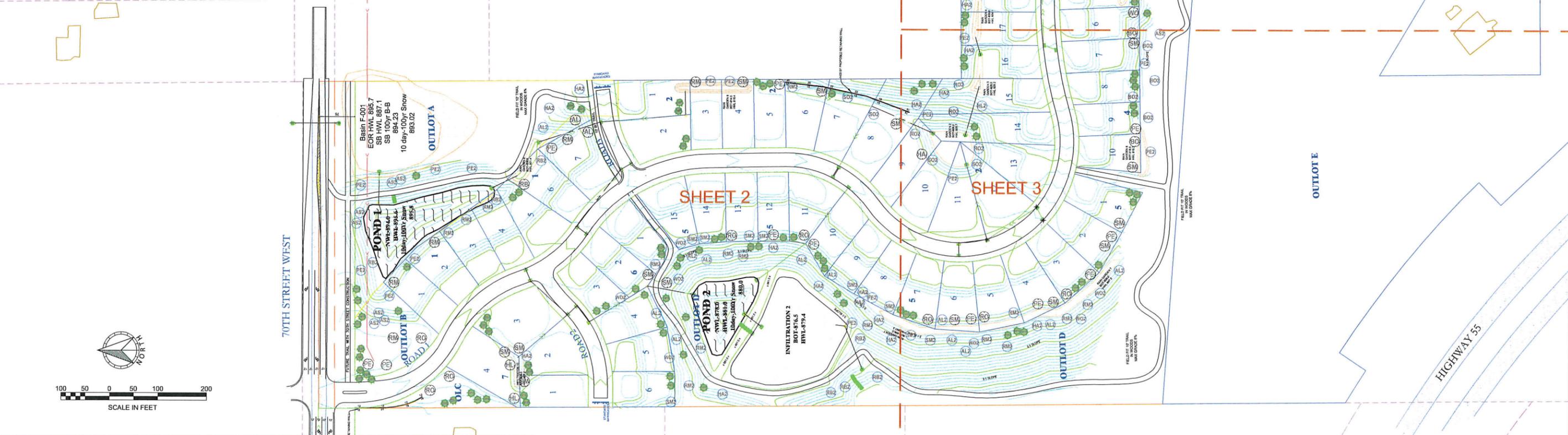
**BLACKSTONE VISTA PLANTING LEGEND**

KEY	COMMON NAME	BOTANICAL NAME	QUANTITY	Cal Inches	Total Inch	SIZE	NOTES
<b>TREES</b>							
AL	Linden 'Redmond'	<i>Tilia americana 'Redmond'</i>	10	3	30	3" BB	straight single leader
AL2	Linden 'Redmond'	<i>Tilia americana 'Redmond'</i>	12	2.5	30	2.5" BB	straight single leader
AS2	Quaking Aspen	<i>Populus tremuloides</i>	12	2.5	30	2.5" BB	straight single leader
BO	Bur Oak	<i>Quercus macrocarpa</i>	5	3	15	3" BB	straight single leader
BO2	Bur Oak	<i>Quercus macrocarpa</i>	5	2.5	12.5	2.5" BB	straight single leader
HA	Hackberry	<i>Celtis occidentalis</i>	2	3	6	3" BB	straight single leader
HA2	Hackberry	<i>Celtis occidentalis</i>	20	2.5	50	2.5" BB	straight single leader
HL	Honey Locust 'Skyline'	<i>Gleditsia tricanthos var inermis 'Skyline'</i>	5	3	15	3" BB	straight single leader
HL2	Honey Locust 'Skyline'	<i>Gleditsia tricanthos var inermis 'Skyline'</i>	2	2.5	5	2.5" BB	straight single leader
IV2	Ironwood	<i>Ostrya virginiana</i>	0	2.5	0	2.5" BB	straight single leader
PE	Princeton Elm	<i>Ulmus americana 'Princeton'</i>	15	3	45	3" BB	straight single leader
PE2	Princeton Elm	<i>Ulmus americana 'Princeton'</i>	15	2.5	37.5	2.5" BB	straight single leader
RB	River Birch	<i>Betula nigra</i>	5	3	15	3" BB	multi-stem
RB2	River Birch	<i>Betula nigra</i>	11	2.5	27.5	2.5" BB	multi-stem
RM	Red Maple	<i>Acer rubrum</i>	5	3	15	3" BB	straight single leader
RM2	Red Maple	<i>Acer rubrum</i>	21	2.5	52.5	2.5" BB	straight single leader
RO	Red Oak	<i>Quercus rubra</i>	18	3	54	3" BB	straight single leader
RO2	Red Oak	<i>Quercus rubra</i>	7	2.5	17.5	2.5" BB	straight single leader
SM	Sugar Maple	<i>Acer saccharum</i>	18	3	54	3" BB	straight single leader
SM2	Sugar Maple	<i>Acer saccharum</i>	11	2.5	27.5	2.5" BB	straight single leader
SO	Swamp White Oak	<i>Quercus bicolor</i>	5	3	15	3" BB	straight single leader
SO2	Swamp White Oak	<i>Quercus bicolor</i>	4	2.5	10	2.5" BB	straight single leader
WO	White Oak	<i>Quercus alba</i>	4	3	12	3" BB	straight single leader
WO2	White Oak	<i>Quercus alba</i>	7	2.5	17.5	2.5" BB	straight single leader
<b>EVERGREENS</b>							
BF	Balsam Fir	<i>Abies balsamea</i>	0	4.5	0	10' BB	
BF6	Balsam Fir	<i>Abies balsamea</i>	9	2.5	22.5	6' BB	
BF8	Balsam Fir	<i>Abies balsamea</i>	12	3.5	42	8' BB	
BH	Black Hills Spruce	<i>Picea glauca desnata</i>	20	4.5	90	10' BB	
BH6	Black Hills Spruce	<i>Picea glauca desnata</i>	4	2.5	10	6' BB	
BH8	Black Hills Spruce	<i>Picea glauca desnata</i>	9	3.5	31.5	8' BB	
NP	Norway Pine	<i>Pinus resinosa</i>	10	4.5	45	10' BB	
NP6	Norway Pine	<i>Pinus resinosa</i>	5	2.5	12.5	6' BB	
NP8	Norway Pine	<i>Pinus resinosa</i>	7	3.5	24.5	8' BB	
NS	Norway Spruce	<i>Picea abies</i>	14	4.5	63	10' BB	
NS6	Norway Spruce	<i>Picea abies</i>	7	2.5	17.5	6' BB	
NS8	Norway Spruce	<i>Picea abies</i>	8	3.5	28	8' BB	
WP	White Pine	<i>Pinus strobus</i>	17	4.5	76.5	10' BB	
WP6	White Pine	<i>Pinus strobus</i>	25	2.5	62.5	6' BB	
WP8	White Pine	<i>Pinus strobus</i>	13	3.5	45.5	8' BB	
<b>Total</b>			379		1164.5	<b>Total Inches</b>	

**Tree Replacement Calculations**

Site	Cal. Inches Req.	Cal. Inches Shown
Blackstone Ridge	-905	1403
Blackstone Ponds	128.2	551
Blackstone Vista	3795.3	1164.5
<b>Project Total</b>	<b>3118.5</b>	<b>3118.5</b>

Caliper Inches Remaining 0



DESIGNER	NO.	BY	DATE	REVISIONS
	1	NM	6-20-14	Reduction in Trees
	2	TW	8-14-14	Update base and calculations
	3	NM	12-16-14	Adjust Trees for Updated Base
DATE				

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Landscape Architect of the State of Minnesota.  
 Signed: *[Signature]*  
 Date: 1/19/14 Registration #: 29144

**Norby & Associates**  
**Landscape Architects, Inc.**  
 100 East Second Street Chaska, MN 55318 (952) 361-0644

CITY PROJECT NO.  
 INNER GROVE HEIGHTS, MINNESOTA

PLANTING PLAN  
 BLACKSTONE VISTA

FILE NO.  
 TRP 1  
 TRP 4

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**ROOTY'S DEN, LLC & LES JEPSEN - Case No. 15-04PDA & 15-05PDA**

Meeting Date: March 9, 2015  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by: 

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

**PURPOSE/ACTION REQUESTED**

Consider the following resolutions for the A&W property located at 9061 Buchanan Trail:

- a) a Resolution amending the Planned Unit Development for A&W along with related agreements to allow for an expansion of the building and to allow one free standing sign on the property.
- b) a Resolution amending the approved conditions for the Arbor Pointe 14<sup>th</sup> Addition PUD to allow one free standing sign on the subject property.
  - Requires a 4/5<sup>th</sup>'s vote.
  - 60-day deadline: March 31, 2015 (first 60 days)

**SUMMARY**

The applicants are planning to re-open the A&W spring of 2015. The existing site focuses on a drive-in style type of restaurant. The new owners are proposing to remove the outside, drive-in style ordering and add on to the existing building. The building expansion would incorporate 10 booths and five tables for a total of 64 additional indoor seats. For visibility purposes the applicants are also asking for free standing sign to be located on the property.

There are no required setbacks within the Arbor Pointe PUD for this lot. The lot is internal and abuts a private street. Access to the site is not changing.

Parking requirements for fast food restaurants are one space for each 2 seats of design capacity. The restaurant is designed for a total of 78 seats in the dining room and 24 outdoor seats. Total parking required would be 51 stalls; the site provides 39 stalls. The PUD allows flexibility from zoning code requirements. Staff is comfortable with the parking provided as the outdoor seating is seasonal and the parking requirements are met when reviewing only the indoor seating.

No additional impervious surface is being added to the property and no changes are being proposed to the existing stormwater features. The applicant shall provide the City a written report that the existing stormwater facility is clear of sediment and debris and in good working order. Additionally, as-builts shall be submitted prior to the issuance of a Certificate of Occupancy. The applicant is working with the Engineering Department on obtaining approval on stormwater and grading requirements. A stormwater facilities maintenance agreement shall be executed between the applicant and the City relating to stormwater control on the property.

The applicant is proposing to amend the original PUD approval to allow one free standing sign on the site. The request is for a free standing sign 40 feet tall with a 141 sq ft oval A&W sign to be located on the northwest corner of the lot along Buchanan Trail. Signage in Arbor Pointe follows B-

4, Shopping Center signage criteria. Maximum height for a free standing sign is 10 feet above the height of the building and maximum size is 240 feet. In this case, the maximum sign height would be 27 feet, based on the height of the existing building.

The applicant has provided some pictures taken from different streets around the area and superimposed the proposed sign on the location to visualize the height and size of the sign. The applicant has indicated the height and design is intended to capture visibility from Hwy 52 travelers' in time for them to take the Concord Blvd exist. No other business in the Arbor Pointe PUD appears to have signage designed or intended to be visible from the highway. The unique character of the commercial neighborhood has been established with shared monument signs with signage intended to capture visibility and attention from the local road network (Concord, Cahill and Broderick). Allowing a large high sign would be out of character for the area.

Staff recognizes that the A&W site is challenging from a visibility standpoint and a free standing sign may be appropriate for this location. Staff is however concerned about the height and size proposed. The market study indicated there are 16 commercial properties and 22 businesses in Arbor Pointe. If all or others were allowed signage focused on highway visibility, the unique character would be lost and the area would look no different than the Robert Street area with all the car dealers and their large signs.

Staff did some site visits to determine, in our opinion, the site visibility constraints. Staff focused on visibility from the local streets and not from the highway. Knowing the height of the surrounding buildings and height of parking lot light poles and using these as our markers, staff has determined that a sign height of 30 feet would be visible from nearly all points on the local streets. Staff does not support the request for a 40 foot sign. In staff's opinion, the requested sign size would be too large for the area and would be out of place since there are no other tall free standing signs in Arbor Pointe. The Tractor Supply and Absolute Trailer locations are technically not within the Arbor Pointe PUD boundary; however, using their signs as reference, those signs are approximately 100 square feet in size. Based on what exists in the area, Staff would recommend the sign size be reduced to approximately 100 square feet in size.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution staff is recommending approval of the building addition. Staff is recommending denial of the sign request as presented based on the size of the sign would be out of character with the neighborhood and signage with this PUD was intended to be visible from local streets.

Staff would be in support of a free standing sign 30 feet in height and 100 square feet in size with the conditions listed.

Planning Commission: At the March 3, 2015 public hearing the Planning Commission recommended **approval** of the request for a Planned Unit Development Amendment to the A & W PUD to allow for the building addition, not including the sign request, with the conditions listed in the attached resolution (7/0).

The Planning Commission recommend **approval** of the request to modify the conditions of the PUD to allow for a freestanding sign, 40 feet in height and 141 square feet in area, for the property located at 9061 Buchanan Trail (5/2 – Wippermann, Simon).

Attachments: PUD Amendment Resolutions  
Stormwater Facilities Maintenance Agreement  
PC Recommendation  
Planning Staff Report

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

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

**A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO  
THE A&W PUD ALONG WITH RELATED AGREEMENTS TO ALLOW FOR  
ADDITIONAL DINING ROOM SEATING AND TO ALLOW A FREE STANDING SIGN  
ON THE PROPERTY LOCATED AT 9061 BUCHANAN TRAIL**

**CASE NO. 15-04PDA & 15-05PDA  
(Rooty's Den and Les Jepsen)**

**WHEREAS**, a Planned Unit Development (PUD) amendment application has been submitted to the City for property legally described as;

**Lot 2, Block 1, Arbor Pointe 15th Addition, Dakota County, Minnesota**

**WHEREAS**, a public hearing concerning the PUD amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on March 3, 2015;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, the PUD Amendment to allow additional dining room seating and to allow a free standing sign on the property is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site and Elevation Plan	dated 1/20/15
Site Plan Showing Sign Location	dated 2/24/15
Grading and Drainage Plan	dated 7/02/08
Utility Plan	dated 7/02/08
Landscape/Lighting Plan	dated 6/16/08

2. One free standing sign shall be allowed on the site as shown on the approved site plan. The sign shall be limited to a maximum height of \_\_\_\_\_ and a maximum square feet of \_\_\_\_\_.
3. All signs for the site require a separate sign permit and shall conform to the sign requirements of the PUD.
4. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
5. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.
6. The Owner shall supply a written maintenance plan to be included in a Storm Water Facility Maintenance Agreement for the existing underground facility which shall be approved by the Director of Public Works prior to the issuance of the Certificate of Occupancy.
7. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
8. All new roof and ground mounted mechanical equipment shall be substantially screened as viewed from adjacent roadways. Screening shall be constructed with similar materials as the existing screening.
9. Resolution 08-178 shall become null and void.

Passed this 9<sup>th</sup> day of March, 2015.

AYES:

NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

A RESOLUTION APPROVING AN AMENDMENT TO THE CONDITIONS OF  
APPROVAL FOR ARBOR POINTE 14<sup>TH</sup> ADDITION RESOLUTION NO. 03-155,  
CONDITION #10 AND RESOLUTION 03-190, CONDITION #7

CASE NO. 15-04PDA  
(Rooty's Den)

WHEREAS, a Planned Unit Development (PUD) amendment to allow a free standing sign has been submitted to the City for property legally described as;

**Lot 2, Block 1, Arbor Pointe 15th Addition, Dakota County, Minnesota**

WHEREAS, a public hearing concerning the PUD amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on March 3, 2015;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the PUD Amendment to amend the conditions of approval for Arbor Pointe 14<sup>th</sup> Addition Resolution No. 03-155, Condition #10 and Resolution 03-190, Condition #7 are both amended to read as follows:

Signage for the entire project shall be limited to four (4) monument signs, one at each entrance, and one each along Broderick Blvd. and Concord Blvd. except that one free standing sign \_\_\_ feet high and \_\_\_ feet in size shall be allowed on Lot 2, Blk 1, Arbor Pointe 15<sup>th</sup> Addition.

Passed this 9<sup>th</sup> day of March, 2015.

AYES:  
NAYS:

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

ATTEST:

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

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO  
STORMWATER FACILITIES LOCATED ON PROPERTY AT 9061 BUCHANAN  
TRAIL LEGALLY DESCRIBED AS LOT 2, BLOCK 1, ARBOR POINTE 15<sup>TH</sup>  
ADDITION, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON PROPERTY AT 9061 BUCHANAN TRAIL LEGALLY DESCRIBED AS LOT 2, BLOCK 1, ARBOR POINTE 15<sup>TH</sup> ADDITION, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA (Agreement) is made, entered into and effective this 9<sup>th</sup> day of March, 2015, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Rooty's Den, LLC, a Minnesota limited liability company (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3 Landowner.** Landowner means Rooty's Den, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing or future subsurface storm water infiltration basin, water quality treatment basin, storm water pipes, ponds, drainage areas, conduits, culverts, ditches, catch basins, storm water treatment system, or approved equal, storm water quality structures, underground storm water storage facilities or other storm water collection appurtenances lying within the Landowner Property.

**1.5 Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain \_\_\_\_\_ Plan prepared by \_\_\_\_\_ dated \_\_\_\_\_, 2015 and approved by the City Engineer on \_\_\_\_\_, 2015; 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.

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

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

**Recital No. 2.** Landowner has requested that the City approve the Development Plans for the Landowner Property.

**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, 2015 (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 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 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 Sections 3.2 and 3.3; 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 Sections 3.2 and 3.3.

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

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

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

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

time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

#### **ARTICLE 4** **ESCROW DEPOSIT**

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

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. The Engineering Escrow Amount shall also be used to ensure that the existing underground Storm Water Facilities are inspected and cleaned as necessary prior to the City issuing a certificate of occupancy to the Landowner. Fees will be calculated at the City's standard rates charged for such tasks.

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

#### **ARTICLE 5** **CITY'S COVENANTS**

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

#### **ARTICLE 6** **ACCESS BY CITY TO STORM WATER FACILITIES**

**6.1 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 7** **MISCELLANEOUS**

**7.1 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.

**7.2 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.

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

**7.4 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.

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

**7.6 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:** Rooty's Den, LLC  
Attention: Les Jepsen  
8362 Tamarack Village, Suite 119-308  
Woodbury, MN 55125-3392

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.

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

**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 9<sup>th</sup> day of March, 2015, 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  
ROOTY'S DEN, LLC**

By: \_\_\_\_\_  
Les Jepsen  
Its: Chief Manager

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

On this \_\_\_\_\_ day of March, 2015, before me a Notary Public within and for said County, personally appeared Les Jepsen, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Rooty's Den, LLC, a Minnesota limited liability company and that said instrument was signed on behalf of said limited liability company by Les Jepsen and Les Jepsen acknowledged said instrument to be the free act and deed of the limited liability company.

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

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE**

**RETURN TO:**

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

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

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

Lot 2, Block 1, Arbor Pointe 15<sup>th</sup> Addition, Dakota County, Minnesota.

Abstract Property

Dakota County Tax Identification Parcel No. 20-11865-01-020

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

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

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

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

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

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** March 3, 2015  
**SUBJECT:** ROOTY'S DEN LLC & LES JEPSEN – CASE NO. 15-04PDA & 15-05PDA

**Reading of Notices**

Commissioner Simon read the public notice to consider the request for a Planned Unit Development Amendment to allow for additional dining room seating by amending the approved site plan for the A & W PUD, and to amend the approved plans for Arbor Pointe 14<sup>th</sup> Addition and the A & W PUD to allow a freestanding sign 40 feet in height, and any other variances related thereto, for the property located at 9061 Buchanan Trail. 10 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the two-part request as detailed in the report. The applicants are planning to re-open the A & W restaurant and would like to remove the reader boards, modify the parking lot, and construct an addition to allow for additional seating. The second part of the request is to modify the conditions of approval to allow for a 40' tall freestanding oval sign that is 141 square feet in size. The Arbor Pointe commercial area was approved with shared monument signage. No other business in Arbor Pointe has its own freestanding sign. The applicant is trying to increase their visibility from the highway and is proposing an oval sign 40 feet tall and 141 square feet in size. Staff recognizes that the A & W site is challenging from a visibility standpoint; however, they are concerned about the height and size being proposed. Staff conducted an inventory and site visit of other freestanding signs in the area and, based on what exists in the area; staff is recommending the sign size be reduced to approximately 100 square feet in size and 30 feet in height. Staff proposes that the following condition be added: 'Any additional rooftop equipment shall be substantially screened from view as viewed from adjacent roadways. Screening shall be constructed using similar materials as the existing parapet screening.' Staff recommends approval of a Planned Unit Development Amendment to the A & W PUD to allow for additional dining room seating. Staff, however, recommends denial of the sign request as presented based on the size of the sign being out of character with the neighborhood and that signage within this PUD was intended to be visible from local streets rather than the highway. Staff would be in support of a freestanding sign 30 feet in height and 100 square feet in size with the conditions listed.

Chair Maggi asked if the additional condition would be the ninth condition of approval.

Mr. Hunting replied in the affirmative.

Commissioner Robertson asked where the City was in terms of a comprehensive plan related to the challenges in the Arbor Pointe commercial area.

Mr. Hunting replied that he was not directly involved in such discussions; however, he was

aware that the City's EDA had a consultant conduct a market study analysis of the area, and also the City Council and City staff plan to look into it further, including contacting the County regarding possible access modifications.

Commissioner Robertson asked what the visibility would be from the highway were the sign height reduced to 30 feet.

Mr. Hunting replied that staff does not have the ability to do that kind of analysis and did not feel that was a factor as in their minds the signage was intended to have visibility from local streets rather than the highway.

Commissioner Wippermann asked if the amendment being requested for signage would be applicable only to the A & W lot at this point.

Mr. Hunting replied in the affirmative, stating the condition would apply only to Lot 2, Block 1 of Arbor Pointe 15<sup>th</sup> Addition. Anyone else wanting a freestanding sign would have to go through the same process.

Commissioner Wippermann asked if the restriction regarding individual signs was for aesthetic reasons.

Mr. Hunting replied his recollection was that staff was trying to reduce sign clutter.

Commissioner Wippermann stated there was an effort to have consistency in structure appearance in the entire area.

Commissioner Lissarrague asked what the percentage of vacancy was in the Arbor Pointe commercial area.

Mr. Hunting replied that he was unsure of the exact numbers.

### **Opening of Public Hearing**

Les Jepsen, 8362 Tamarack Village, Woodbury, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Jepsen replied in the affirmative. He stated that the vacancy rate in the Arbor Pointe commercial area was substantial from a square footage standpoint, but they were willing to take a chance and hopefully make this a successful development. He advised that he would appreciate it if the City would compromise and meet him half way on the sign proposal.

Commissioner Klein advised that he would support the 40 foot sign height, stating he would like to send a message that the City is willing to help business in any way they can. His only concern was how late the sign would be lit as it may aggravate the people trying to sleep in the nearby senior residence.

Mr. Jepsen advised that he would be agreeable to shutting the sign off at 10:00 p.m.

Commissioner Scales asked the applicant if he had looked into whether or not a 30 foot sign would be visible from the highway.

Mr. Jepsen replied in the affirmative, stating they had a sign professional look at it as well and they found that a 30 foot high sign could not be seen over the Holiday Gas Station. There would also be limited visibility over the Walmart building.

Chair Maggi asked if a 40 foot height would be the minimum necessary for the sign to be visible from the highway.

Mr. Jepsen replied that 40 feet would be optimal.

Commissioner Lissarrague referred to Mr. Jepsen's previous comment regarding meeting the City half way and asked what dimensions he would be agreeable to.

Mr. Jepsen replied 35 feet high by 140 square feet in area.

Chair Maggi closed the public hearing.

#### **Planning Commission Discussion**

Commissioner Scales supported the applicant's request for a 40 foot high sign and their desire to have visibility from the highway. He noted a similar situation in which drivers were made aware of restaurants only by their prominent signage.

Commissioner Robertson supported the 40 foot height as well, stating it was important for the applicant to have visibility from the highway and also any extra traffic would serve the other businesses in Arbor Pointe as well.

Commissioner Wippermann stated he would like to vote separately on the building and sign requests. He advised that he supported the proposed building modifications, but was concerned about the precedent the sign request would set. He questioned whether the proposed sign would actually have an effect on the success of the business, and stated that if he supported this sign request he would have to support other potential future freestanding sign requests in the area and he was not willing to do that.

Commissioner Lissarrague supported the request for a 40 foot tall sign in order to give the applicants the best opportunity for success. He was not concerned about the precedent it would set, stating if others came in for larger signs at least the City was bringing in interested businesses.

#### **Planning Commission Recommendation**

Motion by Commissioner Klein, second by Commissioner Scales, to approve the request for a Planned Unit Development Amendment to the A & W PUD to allow for additional dining room

Recommendation to City Council

March 3, 2015

Page 4

seating, with the nine conditions, for the property located at 9061 Buchanan Trail.

Commissioner Wippermann stated unless the motion was amended to exclude Condition 2 regarding the freestanding sign he would have to vote no.

The motioner and seconder agreed to remove Condition 2 from the motion.

Motion carried (7/0).

Motion by Commissioner Klein to approve the request to modify the conditions of approval to allow for a freestanding sign, allowing a sign 40 feet in height and 141 square feet in area, with the addition of Condition 2 , for the property located at 9061 Buchanan Trail.

Mr. Hunting asked for clarification that the sign dimension in the motion would be for the true area of an oval sign.

Commissioner Klein replied in the affirmative.

Second by Commissioner Robertson.

Motion carried (5/2 – Wippermann, Simon). This item goes to the City council on March 9, 2015.

**P L A N N I N G     R E P O R T**  
**C I T Y O F I N V E R G R O V E H E I G H T S**

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**REPORT DATE:** February 25, 2015                      **CASE NO:** 15-04PDA & 15-05PDA

**HEARING DATE:** March 3, 2015

**APPLICANT:** Rooty's Den LLC & Les Jepsen

**PROPERTY OWNER:** Rooty's Den LLC

**REQUEST:** PUD Amendment to allow for additional dining room seating by amending the approved site plan; and a

PUD Amendment to amend the approved plans to allow a free standing sign on the property.

**LOCATION:** 9061 Buchanan Trail

**COMPREHENSIVE PLAN:** CC, Community Commercial

**ZONING:** PUD (Arbor Pointe PUD)

**REVIEWING DIVISIONS:** Planning & Engineering

**PREPARED BY:** Heather Botten, Associate Planner & Allan Hunting, City Planner

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**BACKGROUND**

Two applications have been submitted for the A&W property located at 9061 Buchanan Trail. Staff decided to combine the two requests into one staff report to simplify the process. The applicants are planning to re-open the A&W spring of 2015. The existing site focuses on a drive-in style type of restaurant. The new owners will be removing the outside drive-in style ordering and are proposing to add onto the existing building. The building expansion would incorporate 10 booths and five tables for a total of 64 additional indoor seats. For visibility purposes the applicants are also asking for free standing sign to be located on the property.

The specific requests consist of the following:

- A. Planned Unit Development Amendment to the A&W PUD to allow for additional dining room seating and to modify the conditions of approval to allow for a free standing sign.
- B. Planned Unit Development Amendment to amend the approved conditions of approval for Arbor Point 14<sup>th</sup> Addition Resolution 03-155, Condition #10 and Resolution 03-190, Condition #7 to allow a free standing sign on the property.

### **EVALUATION OF THE REQUEST**

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

North White Pines Senior Living, Wells Fargo Bank, Commercial; zoned PUD; guided HDR and CC  
East Advance Auto Parts; zoned PUD; guided CC  
West Ruby Tuesday; zoned PUD; guided CC  
South Vacant; zoned PUD; guided CC

### **SITE PLAN REVIEW**

#### **BUILDING ADDITION**

Setback and bulk standards. There are no required setbacks within the Arbor Pointe PUD for this lot. The lot is internal and abuts a private street. The building and parking lot separation from the street and sidewalk is acceptable.

Building. The proposed building addition would be approximately 12 feet high, blending in with the existing building architecture. The addition will be constructed with similar materials and colors as the existing structure.

Parking. Parking requirements for fast food restaurants are one space for each 2 seats of design capacity. The restaurant is designed for a total of 78 seats in the dining room and 24 outdoor seats. Total parking required would be 51 stalls; the site has 39 stalls provided. The PUD allows flexibility from zoning code requirements. Staff is comfortable with the parking provided as the outdoor seating is seasonal and the parking requirements are met when looking at only the indoor seating.

Engineering No additional impervious surface is being added to the property and no changes are being proposed to the existing stormwater features. The developer shall provide the City with a written report that the existing stormwater facility is clear of sediment and debris and in good working order. Additionally, as-builts shall be submitted prior to the issuance of a Certificate of Occupancy. The Owner shall supply a written maintenance plan to be included in a Storm Water Facility Maintenance Agreement for the existing underground facility which shall be approved by the Director of Public Works prior to the issuance of the Building Permit or Certificate of Occupancy. The Engineering Department recommended conditions of approval that are included in the conditions listed at the end of this report.

#### **SIGNAGE**

The applicant is proposing to amend the original PUD approval to allow one free standing sign on the site. The request is for a free standing sign 40 feet tall with a 141 sq ft oval A&W sign to be located on the northwest corner of the lot along Buchanan Trail. Signage in Arbor Pointe follows B-4, Shopping Center signage criteria. Maximum height for a free standing sign is 10

feet above the height of the building and maximum size is 240 feet. In this case, the maximum sign height would be 27 feet, based on the height of the existing building.

The approval of the Arbor Pointe 14<sup>th</sup> Addition plat included the Walgreens store, the strip center and Buchanan Trail. All other businesses on Buchanan Trail were approved at different times. The PUD approval contained a condition that restricted signage for this commercial PUD. No individual free standing signs are allowed and only two shared monument signs were approved. These were to contain all of the signage for the businesses other than wall signage. The approval for A&W carried forward this same sign restriction. The point was to control sign clutter and “sign pollution”. The application requested is to amend these PUD approvals by changing the conditions to allow for a free standing sign on this site.

As the Arbor Pointe commercial area developed, each phase was approved with shared monument signage. No other business in Arbor Pointe has its own free standing sign. The condition restricting free standing signs only applies to the Arbor Pointe 14<sup>th</sup> plat (the stores on Buchanan Trail). Whether by design or not, no other project came in with individual free standing signs.

The A&W location has unique characteristics when compared to other parcels in Arbor Pointe:

- The nature of the use is more of an opportunity or impulse business and not generally a destination oriented business with visibility and location being very important.
- This lot has not direct visibility from any of the main streets in Arbor Pointe; Concord Blvd, Broderick Blvd or Cahill Avenue.

The City’s Economic Development Authority has recently studied the Arbor Pointe commercial area due to the number of closed stores. A market analysis was done to determine problems, issues and constraints. Visibility was noted as a factor for some of the locations (A&W being one). To increase visibility, signage and allowing more signage is one option.

The applicant has provided some pictures taken from different streets around the area and superimposed the proposed sign on the location to visualize the height and size of the sign. The applicant has indicated the height and design is intended to capture visibility from Hwy 52 travelers’ in time for them to take the Concord Blvd exist. No other business in the Arbor Pointe PUD appears to have signage designed or intended to be visible from the highway. The unique character of the commercial neighborhood has been established with shared monument signs with signage intended to capture visibility and attention from the local road network (Concord, Cahill and Broderick). Allowing a large high sign would be out of character for the area.

Staff recognizes that the A&W site is challenging from a visibility standpoint and a free standing sign may be appropriate for this location. Staff is however concerned about the height and size proposed. The market study indicated there are 16 commercial properties and 22 businesses in Arbor Pointe. If all or others were allowed signage focused on highway visibility,

the unique character would be lost and the area would look no different than the Robert Street area with all the car dealers and their large signs.

Staff did some site visits to determine, in our opinion, the site visibility constraints. As mentioned earlier, we focused on visibility from the local streets and not from the highway. Knowing the height of the surrounding buildings and height of parking lot light poles and using these as our markers, staff has determined that a sign height of 30 feet would be visible from nearly all points on the local streets. Staff does not support the request for a 40 foot sign.

Staff also conducted an inventory and site visit of other free standing signs in the area and in the “Iron Triangle” to compare large sign sizes. There are many free standing signs on the car dealer lots that are similar in size and height to the proposed sign. The oval “Ford” sign is about 8 feet narrower in width and one foot shorter in height than the proposed sign. In our opinion, the requested sign size would be too large for the area and would be out of place since there are no other tall free standing signs in Arbor Pointe. The Tractor Supply and Absolute Trailer locations are technically not within the Arbor Pointe PUD boundary; however, using their signs as reference, those signs are approximately 100 square feet in size. Based on what exists in the area, Staff would recommend the sign size be reduced to approximately 100 square feet in size.

## **ALTERNATIVES**

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

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- **Approval of a Planned Unit Development Amendment** to the A&W PUD to allow for additional dining room seating and to modify the conditions of approval to allow for a free standing sign subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site and Elevation Plan	dated 1/20/15
Site Plan Showing Sign Location	dated 2/24/15
Grading and Drainage Plan	dated 7/02/08
Utility Plan	dated 7/02/08
Landscape/Lighting Plan	dated 6/16/08

2. One free standing sign shall be allowed on the site as shown on the approved site plan. The sign shall be limited to a maximum height of \_\_\_\_\_ and a maximum square feet of \_\_\_\_\_.
  3. All signs for the site require a separate sign permit and shall conform to the sign requirements of the PUD.
  4. Prior to issuance of building permits, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
  5. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.
  6. The Owner shall supply a written maintenance plan to be included in a Storm Water Facility Maintenance Agreement for the existing underground facility which shall be approved by the Director of Public Works prior to the issuance of the Certificate of Occupancy.
  7. The developer shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
  8. Resolution 08-178 shall become null and void.
- Approval of a **Planned Unit Development Amendment** to amend the approved conditions of approval for Arbor Point 14<sup>th</sup> Addition Resolution 03-155, Conditions #10 and Resolution 03-190, Condition #7 to allow a free standing sign on the property subject to the following condition:
    1. Signage for the entire project shall be limited to four (4) monument signs, one at each entrance, and one each along Broderick Blvd. and Concord Blvd. except that one free standing sign \_\_\_\_ ft high and \_\_\_\_ feet in size shall be allowed on Lot 2, Blk 1, Arbor Pointe 15<sup>th</sup> Addition.

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

**RECOMMENDATION**

Based on the information in the preceding report staff is recommending approval of the building addition with the conditions listed. Staff is recommending denial of the sign request as presented based on the size of the sign would be out of character with the neighborhood and signage with this PUD was intended to be visible from local streets.

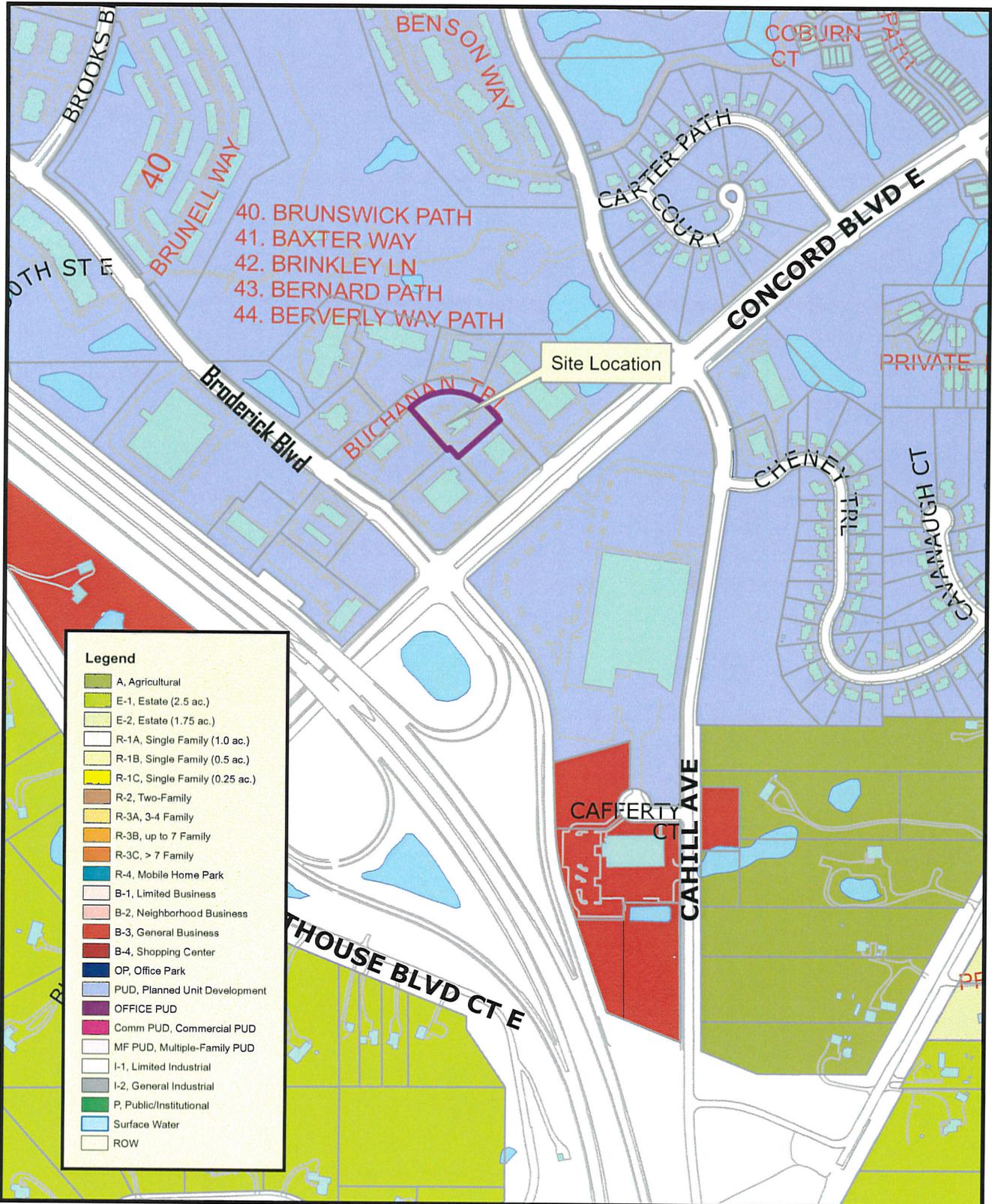
Staff would be in support of a free standing sign 30 feet in height and 100 square feet in size with the conditions listed.

Attachments: Zoning/Location Map  
Narrative  
Site Plan  
Building Elevations  
Site Plan with sign location  
Pictures submitted by applicant

Map not to scale



# A&W Restaurant



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**  
Location and Zoning Map

## EXISTING SITE

The current building consisting of 1912 S.F. constructed in 2009. Located at 9061 Buchanan Trail. Inver Grove Heights, MN. Lot 2, Block 1, Arbor Pointe 15<sup>th</sup> Addition, Dakota County, MN.

## PROPOSED DINING ROOM ADDITION

The addition will be connected to the NW side of the existing building adding 728 S.F. Construction will be consistent with the current building. The dining room will add 64 seats consisting of 10 permanent booths and 5 tables. The structure will use the existing canopy contained within the drip line. There is no proposed changes to the landscaping.

## CONCLUSION

In conclusion, we look to the city of Inver Grove Heights to approve a building permit to allow this construction to begin. We not only are looking to support and promote our A &W, but also to assist in the revitalization of Arbor Point by doing so. Thank you in advance for your cooperation and support of this project.







RECEIVED  
FEB 24 2015

Project

A&W Drive-in

File name

siteplan1.28.15.ai

Description

Logo/oval cabinet specs:  
109 1/2" x 240" x 30" special shape oval center  
Pale mount flex face sign with plate, & match plate.  
8" schedule 40 pipe  
Painted cabinet  
Access panels for service.  
UL listed on/off safety switch, fluorescent lamps  
Pre-approved sign panographics in fabric flex.  
Fabrication process to insure color  
5 year warranty

Scale

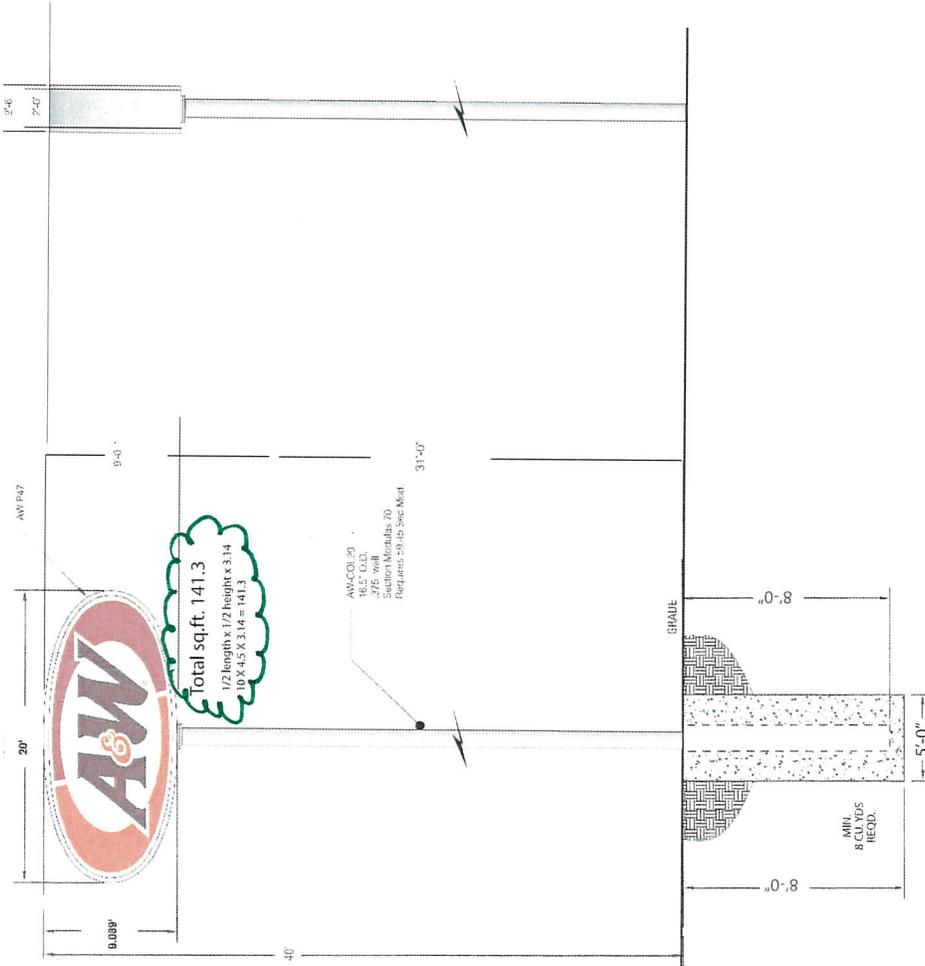
Scale NTS

Jason Meyer

P (715) 781-3102

jason.meyer@qualitysignsolutions.com

DESIGN - FABRICATION - INSTALLATION  
Pylons - Illumination - Channel Letters - Acrylic Letters  
Vehicle Identification - Advertisers



## Heather Botten

---

**From:** Beth Aza [beth.performanceequity@gmail.com]  
**Sent:** Tuesday, February 24, 2015 12:48 PM  
**To:** Heather Botten  
**Cc:** Les Jepsen; Brad Lohaus  
**Subject:** Additional Sign Information  
**Attachments:** southboundoverpassconcord.jpg.pdf; ramp to go northbound52.jpg.pdf; northbound52.jpg.pdf; southbound52a.jpg.pdf; southbound52.jpg.pdf; southboundoverpassconcord.jpg copy (1).pdf; southbound52a.jpg copy (1).pdf; ramp to go northbound52.jpg copy (1).pdf; southbound52.jpg copy (1).pdf; northbound52.jpg copy (1).pdf

Good Afternoon Heather,

Attached below is additional information for the signage amendment for the A&W in Inver Grove Heights as discussed 2 weeks ago we have included pictures to give a visual of what the actual sign will look like to passers by. There are 2 sets of photos, there are the actual photos with the "Now Open" sign attached to the boom truck. Then there are the photos where they imported the actual A&W sign where the "Now Open" sign was.

Let me know if you need anything additional.

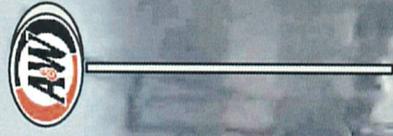
Best regards,

Beth Aza  
651-219-4610

S bound 52



S. band Sr

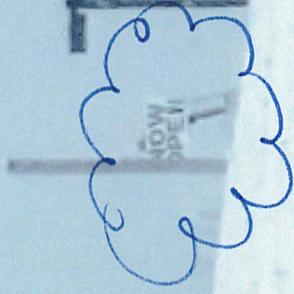


S bond 52

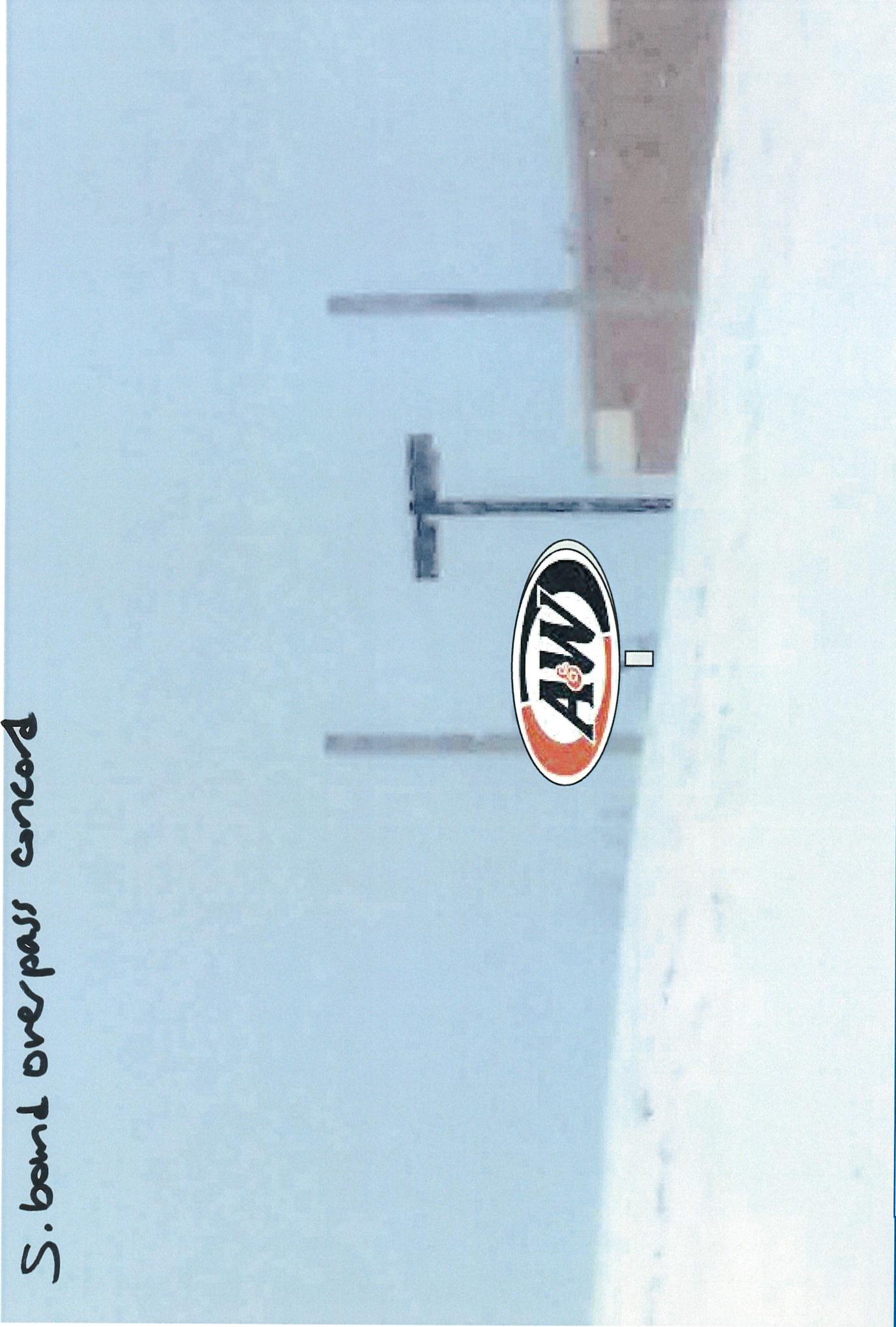




South bound overpass  
Concord



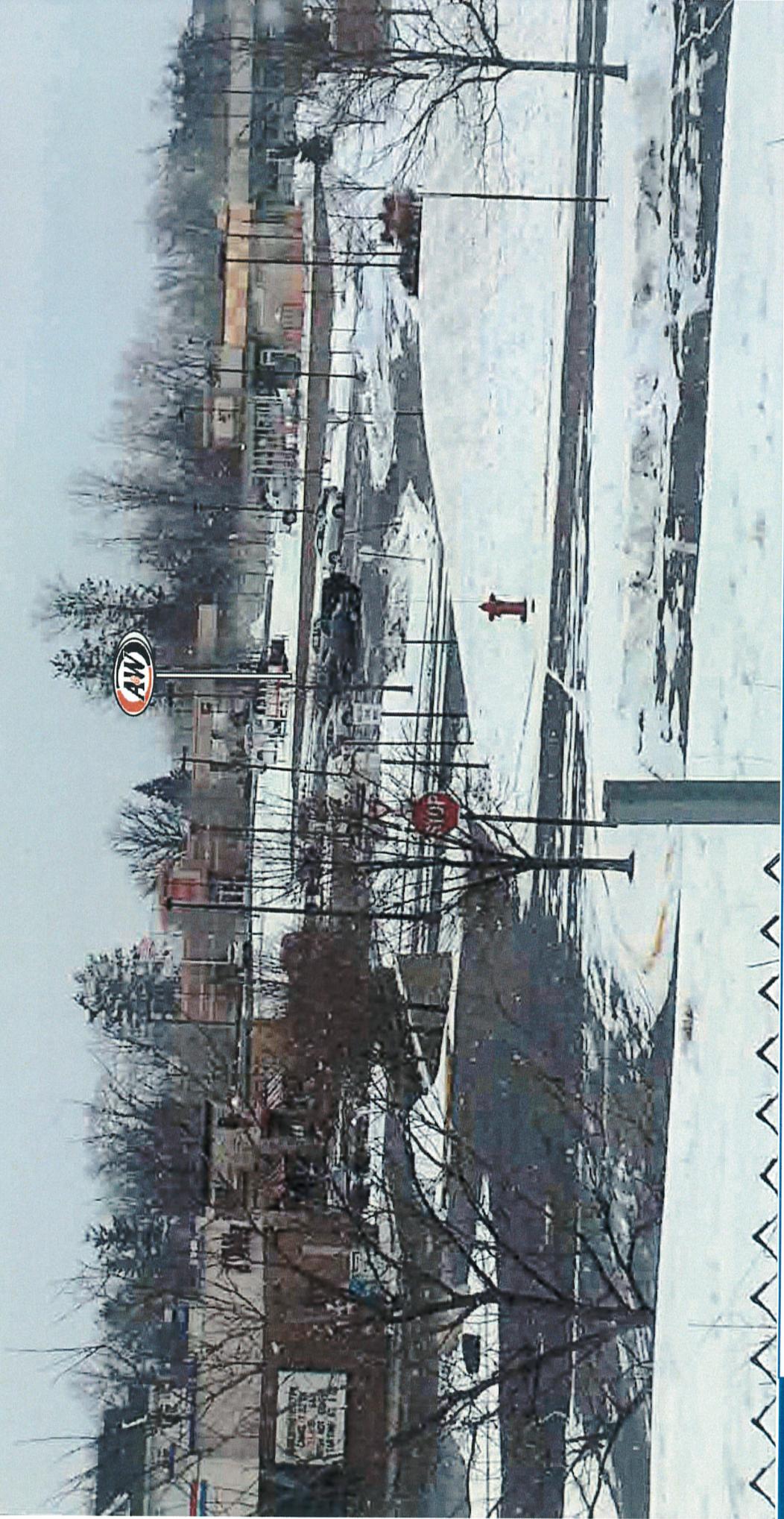
S. bound overpass concord



N bound 52



N. bound S2



Ramp N bound 52



Ramp W Bond St



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Approve 2014 and 2015 Transfers

Meeting Date: March 9, 2015  
 Item Type: Regular  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith, Finance Director  
 Reviewed by: Joe Lynch, City Administrator  
 Eric Carlson, P&R Director  
 Scott Thureen, PW Director  
 Tom Link, Comm Dev Director

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

**PURPOSE/ACTION REQUESTED**

Approve 2014 and 2015 Transfers

**SUMMARY**

We are requesting the following transfers effective December 31, 2014:

- From the Host Community Fund to the Community Center Fund – ESTIMATED at \$286,135.81 to cover the operating deficit for 2014. The budgeted transfer was \$415,500.00. The 2007 VMCC/Grove audit set a goal of recovering 90% of the Community Center operating expenditures with operating revenues. The 2014 percentage amount will be provided Monday night. Updated amounts will be provided Monday night.
- From the Community Project Fund to the Community Center Fund - \$30,000.00 and from the Capital Facilities Fund to the Community Center Fund - \$158,815.76 to cover capital outlay purchased in 2014. The budgeted transfers were \$40,000 and \$434,000.00, respectively.
- \$500,000.00 from the Host Community Fund to the Pavement Management Project Fund. In previous years funds were budgeted into the General Fund from the Host Community Fund and then budgeted out of the General Fund into the Pavement Management Fund. Beginning with the 2013 budget the in and out of the General Fund was removed with the intent that the funds be transferred directly from the Host Community Fund to the Pavement Management Project Fund thus requiring year-end authorization of the transfer.
- \$88,882.80 from the Water Operating Fund to the 2009 Local Improvement Construction Fund, Project #0921 Concord Blvd Water & Sewer Improvement (Phase 3). Engineering has reviewed the breakdown between Water and Sewer and additional funds are needed.
- \$5,034.17 from the MSA Fund to the 2011 Local Improvement Construction Fund, Project #1103 Pond T-23 Emergency Overflow. This project was requested by MNDOT but will likely not proceed.
- \$3,198.00 from the Water Operating Fund and \$817.00 from the Sewer Connection Fund to the Pavement Management Project Fund, Project #1109D South Grove Urban Reconstruction VI. Engineering has reviewed the funding sources and additional funds are needed.
- \$5,775.00 from the General Fund to the EDA for costs incurred by the EDA for the Dickman Trail Assessment.

- \$3,000.00 from the General Fund to the EDA for a portion of the costs incurred by the EDA for the Arbor Pointe Market Analysis.

We are requesting the following transfer in 2015:

- \$1,400.00 from the General Fund to the EDA for costs incurred by the EDA for the Dickman Trail Assessment.

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

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

**RESOLUTION APPROVING 2014 and 2015 TRANSFERS**

**WHEREAS**, there are transfers and fund closings which need to be approved for 2014,  
and

**WHEREAS**, there is a transfer that needs to be approved for 2015.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the following transfers are authorized in 2014:

From: Host Community Fund ESTIMATE	451.57.9200.590.91100	\$286,135.81
To: Community Center Fund ESTIMATE	205.59.0000.3911000	286,135.81
From: Community Projects Fund	450.57.9200.590.91100	30,000.00
To: Community Center Fund	205.59.0000.3911000	30,000.00
From: Capital Facilities Fund	400.57.9200.590.91100	158,815.76
To: Community Center Fund	205.59.0000.3911000	158,815.76
From: Host Community Fund	451.57.9200.590.91100	500,000.00
To: Pavement Management Project Fund	440.59.0000.3911000	500,000.00
From: Water Operating Fund	501.57.9200.590.91100	88,882.80
To: 2009 Local Improvement Construction Fund Project #0921	429.59.0000.3911000	88,882.80
From: MSA Fund	406.57.9200.590.91100	5,034.17
To: 2011 Local Improvement Construction Fund Project #1103	431.59.0000.3911000	5,034.17
From: Water Operating Fund	501.57.9200.590.91100	3,198.00
From: Sewer Connection Fund	404.57.9200.590.91100	817.00
To: Pavement Management Project Fund Project #1109D	440.59.0000.3911000	4,015.00
From: General Fund	101.57.9200.590.91100	5,775.00
To: EDA	290.45.0000.3911000	5,775.00
From: General Fund	101.57.9200.590.91100	3,000.00
To: EDA	290.45.0000.3911000	3,000.00

**BE IT FUTHER RESOLVED:** that the following transfer is authorized in 2015:

From: General Fund	101.57.9200.590.91100	1,400.00
--------------------	-----------------------	----------

To: EDA

290.45.0000.3911000

1,400.00

Adopted by the City of Inver Grove Heights this 9<sup>th</sup> day of March 2015.

Ayes:

Nays:

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George Tourville, Mayor

ATTEST:

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Melissa Kennedy, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Approve Carryover of Unused Budget Appropriations

Meeting Date: March 9, 2015  
 Item Type: Regular  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith, Finance Director  
 Reviewed by: Joe Lynch, City Administrator

<b>Fiscal/FTE Impact:</b>	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input checked="" 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 Carryover of Unused Budget Appropriations from the 2014 Budget to the 2015 Budget.

**SUMMARY**

Appropriations for the 2014 Budget expired on December 31, 2014. As in past years some items were not completed in 2014 and we are requesting carryover of unused 2014 appropriations to the 2015 Budget. Requests are as follows:

General Fund

- Police – Other Professional Services - \$5,500
- Police – Conferences and Seminars - \$5,000
- Police – Supplies – Office - \$3,700
- Police - Supplies - Training - \$3,000
- Police – Uniforms & Clothing - \$16,200
- Engineering – Engineering Consultants - \$18,800
- Planning – Planning Services - \$16,000
- Inspections – Professional Services - \$4,600
- Fire – Overtime - \$6,000
- Fire – Supplies – Other - \$12,000
- Parks – Repair & Maintenance – Buildings - \$10,000
- Parks – Repair & Maintenance – Other Structures - \$3,000

Community Center

- Other Professional Services - \$15,000 (Funded by transfer from Host Community Fund)
- Repair & Maintenance – Buildings - \$5,400 (Funded by transfer from Host Community Fund)
- Buildings - \$271,000 (Funded by transfer from Capital Facilities Fund).

ADA

- Repair & Maintenance – Buildings - \$62,600

Water

- Repair & Maintenance - Equipment - \$30,000

Sewer

- Repair & Maintenance – Utilities - \$50,000

Golf Course

- Repair & Maintenance – Other Structures - \$1,200

We are requesting the following transfers for 2015:

- From the Host Community Fund to the Community Center Fund – up to \$20,400 to cover the above carryover request for Community Center operations.
- From the Capital Facilities Fund to the Community Center Fund – up to \$271,000 to cover the above carryover request for Community Center capital outlay.

The General Fund prior to these carryovers and transfers has an estimated surplus in excess of \$900,000. The surplus is largely attributed to revenues exceeding budgetary amounts for resident engineering and inspection permit fees and expenditures under budget. The 2014 budget anticipated a contribution from fund balance of \$244,800.

Each department was asked to submit their requests for carryovers and transfers. Copies of those requests are attached.

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

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

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2014  
BUDGET APPROPRIATIONS BY AMENDING THE 2015 BUDGET**

**WHEREAS**, there are a number of items that were appropriated for in the 2014 Budget which were not accomplished during the fiscal year, and

**WHEREAS**, it is desirable that these items be accomplished during 2015 and there needs to be budget appropriations in the 2015 Budget for these items.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the 2015 Budgets are hereby amended as follows:

General Fund:			
Police Department	101.42.4000.421.30700	Increase	\$5,500
Police Department	101.42.4000.421.50080	Increase	5,000
Police Department	101.42.4000.421.60010	Increase	3,700
Police Department	101.42.4000.421.60018	Increase	3,000
Police Department	101.42.4000.421.60045	Increase	16,200
Engineering Department	101.43.5100.442.30030	Increase	18,800
Planning Department	101.45.3200.419.30600	Increase	16,000
Inspections Department	101.45.3300.419.30700	Increase	4,600
Fire Department	101.42.4200.423.10400	Increase	6,000
Fire Department	101.42.4200.423.60065	Increase	12,000
Parks Department	101.44.6000.451.40040	Increase	10,000
Parks Department	101.44.6000.451.40047	Increase	3,000
Community Center Fund:			
	205.44.6200.453.30700	Increase	15,000
	205.44.6200.453.40040	Increase	5,400
	205.44.6200.453.80200	Increase	271,000
ADA Fund:	447.00.7500.460.40040	Increase	62,600
Water Fund:	501.50.7100.512.40042	Increase	30,000
Sewer Fund:	502.51.7200.514.40043	Increase	50,000
Golf Course Fund:	503.52.8600.527.40047	Increase	1,200

**BE IT FUTHER RESOLVED:** that the following transfers are authorized in 2015:

From: Host Community Fund	451.57.9200.590.91100	Max. \$20,400
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To:	Community Center Fund	205.59.0000.3911000	Max. 20,400
From:	Capital Facilities Fund	400.57.9200.590.91100	Max. 271,000
To:	Community Center Fund	205.59.0000.3911000	Max. 271,000

Adopted by the City of Inver Grove Heights this 9<sup>th</sup> day of March 2015.

Ayes:

Nays:

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George Tourville, Mayor

ATTEST:

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Melissa Kennedy, Deputy Clerk

## Kristi Smith

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**From:** Larry Stanger  
**Sent:** Tuesday, March 03, 2015 1:54 PM  
**To:** Kristi Smith  
**Subject:** RE: Follow-up from Department Head Meeting 1/6/15

Kristi,

Below are my carry over requests and justifications:

**OTHER PROFESSIONAL SERVICES – 30700: \$5,500.00**      Unbudgeted Leadership Training for Supervisory Staff that was started in 2014 and has carried over to 2015.

**CONFERENCES AND SEMINARS – 50080: \$5,000.00**      Internet Crimes Against Children (ICAC) and Electronic Crimes Unit (ECU) Trainings that were budgeted for in 2014 but were not available in Minnesota.

**SUPPLIES – TRAINING – 60018: \$3,000.00**      Ammunition budgeted for 2014 that did not arrive by the end of the year because of back order until Spring of 2015.

**SUPPLIES – OFFICE – 60010: \$3,700.00**      During our SafeAssure “Simulated” OSHA inspection we received a **Deficiency** for ERGONOMICS-CHAIRS UNAPPROVED / UNSTABLE (FOUR LEGS). The **Recommendation** was: Replace with a five legged adjustable chair. 5 chairs needed @ \$715.95 ea. + \$75.00 delivery.

**UNIFORMS & CLOTHING – 60045: \$16,200.00**      \$6,200.00 - \$150 per officer/investigator to cover department issued firearm and magazine pouches.

\$10,000.00 - Replacement of badges to be purchased in 2015.  
**\*This is the remaining portion of the Beyer Trust Fund that was donated and carried over in 2014.**

**MEMO**

**CITY OF INVER GROVE HEIGHTS**

**TO:** Kristi Smith, Finance Director  
**FROM:** Thomas J. Link, Director of Community Development  
**DATE:** February 11, 2015  
**SUBJECT:** 2014 Budget – Carryover



I hereby request that the following unused funds from the 2014 budget be carried over to 2015:

Planning – Planning Services (101-45-3200-419-30600) – Remaining Balance \$16,000  
These funds are budgeted for planning studies for the Concord Boulevard Neighborhood, the Highway 52/Gun Club site, and the Northwest Area. These projects are ongoing and, from time to time, require consultants for specialized studies.

Inspections – Professional Services (101-45-3300-419-30700) - \$4,600  
These funds are budgeted for Dakota County services. Per a joint powers agreement, the County provides an on-site sewage treatment system pump maintenance program. The County has not yet invoiced the City for 2014 expenses.

Thank you for your consideration. If you have any questions or need additional information, please contact me.

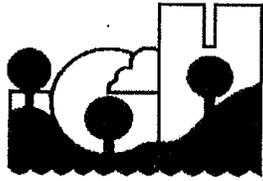
**MEMO**

**CITY OF INVER GROVE HEIGHTS**

**TO:** Scott D. Thureen, Public Works Director  
**FROM:** Thomas J. Kaldunski, City Engineer   
**DATE:** January 21, 2015  
**SUBJECT:** 2014 Carry-over Engineering Consultant Account

I request a carry-over of \$18,800 from the 2014 Engineering Division Consultant Account (.30300) for funding consulting engineering services that have been encumbered and allocated in 2014 with 2015 completion dates. The City has used these funds for its MS4 Permit Ordinance and Policy update professional services by SEH and for the mapping of special drainage reports professional services by Barr.

TJK/kf



City of Inver Grove Heights  
UTILITY DIVISION

## MEMORANDUM

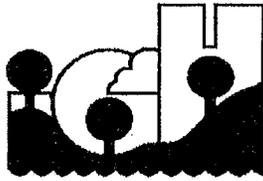
TO : Scott Thureen  
FROM : Dan Helling  
SUBJECT : **Budget Account Carryover 2014**  
DATE : January 9, 2015

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We would like to carryover funds in the Water Utility Fund Budget from 2014 to 2015. These funds will be used for the reconditioning of Well Pump No. 4. The project was started during the first week in November 2014, and has just been completed January 15, 2015.

**501.50.7100.512 Repair & Maintenance Equipment 40042 - \$ 30,000**

Thanks, Dan



City of Inver Grove Heights  
UTILITY DIVISION

### MEMORANDUM

TO : Scott Thureen  
FROM : Dan Helling  
SUBJECT : **2014 Budget Carryover**  
DATE : January 21, 2015

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Three quotes have been received for the relining of 2165 feet of 8 - inch diameter sanitary sewer pipe. I recommend awarding the work to Visu-Sewer based on their proposed price of \$48,400.00.

I respectfully request the carryover of \$50,000 from the 2014 Sewer Fund Account 502.51.7200.514.40043 to fund this work which will be completed in 2015.

**TO:** Kristi Smith, Finance Director  
**FROM:** Judy Thill, Fire Chief  
**SUBJECT:** Budget carryover 2014 to 2015  
**DATE:** February 6, 2015

I would like to request carryover of the following 2014 Fire Department funds to 2015 for the listed account:

**Temporary employee wages 101.42.4200.423.10300 to  
Overtime Wages 101.42.4200.423.10400**

- Overtime wages of dual city employee/POC FF not budgeted \$6,000

**To Supplies Other 101.42.4200.423.60065**

- Donation from Flint Hills Resources received in 2014 but not spent until 2014. \$12,000

## Kristi Smith

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**From:** Eric Carlson  
**Sent:** Wednesday, February 04, 2015 4:31 PM  
**To:** Kristi Smith  
**Subject:** 2014 Carry Over Request(s)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Kristi

Here is a list of the 2014 budget carry over requested for Parks and Recreation, please let me know if you have any questions or concerns.

Thanks!

Eric

<b>Parks</b>		
Rich Valley Re-lamp Project	\$3,000	101.44.6000.451.40047
Rich Valley Building Project	\$10,000	101.44.6000.451.40040
<b>Inver Wood Golf Course</b>		
Tree Removal	\$1,200	503.52.8600.527:40047
<b>Veterans Memorial Community Center</b>		
Frost Repair	\$75,000	C10000-205.44.6200.453.80020
Signage	\$20,000	C10000-205.44.6200.453.80020
Sound System	\$50,000	C10000-205.44.6200.453.80020
Heat Exchanger	\$31,000	C10000-205.44.6200.453.80020
Munters Unit	\$5,400	C21000/205.44.6200.453.40040
Energy Study	\$15,000	C10000/205.44.6200.453.30700
Office Improvements	\$95,000	C10000/205.44.6200.453.80020
<b>ADA</b>		
ADA Projects	\$62,600	

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Eric Carlson | Park and Recreation Director

Tel: 651-450-2587 | Fax: 651-450-2490

City of Inver Grove Heights | Parks & Recreation | 8055 Barbara Ave | Inver Grove Heights | Minnesota | 55077

[ecarlson@invergroveheights.org](mailto:ecarlson@invergroveheights.org) | [www.invergroveheights.org](http://www.invergroveheights.org)

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: March 9, 2015  
 Item Type: Administration  
 Contact:  
 Prepared by: Joe Lynch, City Administrator  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Approve the Lease Agreement with Criminal Justice Information Integration (CJIIN) office through Dakota County

**SUMMARY:**

In 2013 the City Council directed the staff to move ahead with exploring and working out the details of a Lease of space in the Police Department with the CJIIN operation. Staff has been working with the Dakota County Attorney and the CJIIN Supervisor to come to agreement on the terms, conditions and costs for such a lease. This Leased space is currently unoccupied and is the former location of City Administrative staff during our remodel of the existing City Hall.

CJIIN is a critical portion of a public safety function for all of Dakota County Public Safety agencies. It is an outcome of a need expressed by Dakota County Police and Fire agencies for the ability to get real time information and data to the respective squads and sites of emergencies. CJIIN is currently located in the Dakota County Administration area of the building located in Hastings, MN. CJIIN does not currently have adequate areas for their personnel, including conference rooms and training space. Our space and this agreement meet the State Bureau of Criminal Apprehension (BCA) level of security and CJIS standards for staff working on criminal justice applications.

The initial lease term is for five (5) years, with an option, on both parties part, to renew again for another five years. We will receive \$8,963 in lease revenue on an annual basis which will go to offset current operational costs and some increased maintenance costs/repairs. In addition, CJIIN will pay for up \$6,500 for furniture installation and system (electrical and others) changes needed to make the space ready for operations. The County will also be providing a switch to connect to the County system at their expense.

The City will fund up to \$6,000 for other furniture expenses that we would need to make at some point in the future to match existing styles, types and layouts of other offices/modular spaces. These improvements will stay with the facility and are the property of the City of Inver Grove Heights. These improvements will be covered by carryovers in the Police and City Facilities 2014 budgets.

Either part may terminate the lease with no cause upon 180 day prior notice. There are protections for the City in the event there may be a default on the part of the County (which is HIGHLY unlikely).

The Lease document is enclosed for your information and review.

**RECOMMENDATION:** Staff recommends that the City enter into this lease Agreement with CJIIN for space in the Public Safety portion of the City facility.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the **City of Inver Grove Heights**, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, a Minnesota municipal corporation ("LANDLORD") and the County of Dakota, 1580 Highway 55, Hastings, MN 55033, a Minnesota municipal corporation, for its **Criminal Justice Information Integration Network Program**, ("TENANT").

"Leased Space." The Leased Space shall mean a total of approximately 1,000 square feet and shall be comprised of the Office Space and the Shared Space as herein defined. The Office Space shall mean approximately 850 square feet of office space including two (2) closed offices on the upper level of the Inver Grove Heights City Hall located at 8150 Barbara Avenue, Inver Grove Heights, MN 55077 (the "Office Space"). The Shared Space shall mean approximately 150 square feet of shared common areas (restrooms, lunchroom, etc) (the "Shared Space"). The Leased Space is depicted on the attached Exhibit A.

### WITNESSETH THAT:

#### 1. TERM

a. **Initial Term.** For and in consideration of the rents, CAM, Additional Rents, terms, provision and covenants herein contained, LANDLORD hereby lets, leases and demises to TENANT the Leased Space for the term of five years commencing on May 1, 2015 (sometimes called the "Commencement Date") and expiring on April 30, 2020 (sometimes called "Expiration Date") unless sooner terminated as hereinafter provided. The term from May 1, 2015 through April 30, 2020 is hereinafter referred to as the "Initial Term". TENANT's obligation to pay rent shall begin on the Commencement Date.

#### b. **Mutual Agreement to Renew for Option Term and Additional Term.**

1) **Option Term.** Subject to the mutual agreement between the LANDLORD and TENANT and provided TENANT is not in default hereunder and has performed all of its covenant and obligations, the Term of this Lease may be extended upon the timely request of the TENANT for one (1) additional five (5) year Term (hereinafter, the "Option Term") with the Option Term beginning on the first date after the "Expiration Date" upon the terms and conditions set forth below. TENANT may request LANDLORD'S concurrence to extend the Term of this Lease to include the Option Term only by giving a written request to LANDLORD not later than August 31, 2019. The Term of this Lease shall not be extended to include the Option Term unless the LANDLORD has provided its written concurrence to the TENANT'S request to extend the Term to include the Option Term, which concurrence shall be delivered by LANDLORD to TENANT within thirty (30) days of receipt of TENANT'S written request. If mutually agreed to by parties hereto as herein provided, the Option Term shall run from May 1, 2020 through April 30, 2025.

2) **Additional Term.** Subject to the mutual agreement between the LANDLORD and TENANT and provided TENANT is not in default hereunder and has performed all of its covenant and obligations, the Term of this Lease may be extended beyond the Option Term upon the timely request of the TENANT for one (1) additional five (5) year Term (hereinafter, the "Additional Term") with the Additional Term beginning on May 1, 2025 upon the terms and conditions set forth below. TENANT may request LANDLORD'S concurrence to extend the Term of this Lease to include the Additional Term only by giving a written request to LANDLORD not later than February 28, 2024. The Term of this Lease shall not be extended to include the Additional Term

unless the LANDLORD has provided its written concurrence to the TENANT'S request to extend the Term to include the Additional Term, which concurrence shall be delivered by LANDLORD to TENANT prior to April 30, 2024. If mutually agreed to by parties hereto as herein provided, the Additional Term shall run from May 1, 2025 through April 30, 2030.

- c. **Early Lease Termination.** Either party may terminate this Lease prior to its expiration date for any cause or no cause, either without penalty upon 180 days written notice.

**2. BASE RENT, CAM and Additional Rent:**

- a. **Rent.** TENANT shall pay to LANDLORD Base Rent of \$9.78/sf for the 850 square feet of Office Space. TENANT shall not be charged Base Rent for the Shared Space. TENANT shall also pay to LANDLORD a pro rata share of the Operating Costs (as hereinafter defined) on the entire 1000/sf of Lease Space of \$0.65/sf. TENANT pro rata share of the Operating Costs are hereinafter referred to as "CAM." Total annual rent for the first year of the lease is \$8,963 calculated as follows: Base Rent of 850/sf x \$9.78/sf + CAM charges of \$0.65/sf x 1000/sf. The Base Rent and CAM as adjusted below shall be payable in advance without offset, deduction or demand, in monthly installments on the Commencement Date and on the first day of the month thereafter during the Initial Term the Option Term and the Additional Term, if Lease extensions are agreed to by the Parties.

- b. **CAM rent adjustment.** The CAM shall be adjusted up or down on an annual basis based upon a review by the LANDLORD of its costs for the Operating Expenses. Said review shall be on or before August 1 of each year during the Initial Lease Term, the Option Term and the Additional Term, if any. LANDLORD shall determine its Operating Expenses during the immediate prior one year lease term expiring on the preceding June 30<sup>th</sup>. Based on this review, LANDLORD shall advise TENANT of the CAM. The total annual rent, which includes the Base Rent and CAM, shall then be adjusted accordingly. In the event the Parties agree to extend the Term, the CAM shall then be increased in the same manner.

- c. **Additional Rent.** Additional Rent shall be defined as described in this Lease and shall be paid by the TENANT to LANDLORD at the time(s) described herein.

**3. OPERATING EXPENSES:**

LANDLORD shall pay all operating expenses including utilities incurred by TENANT in operating the Leased Space. The term "Operating Expenses" shall include but not be limited to janitorial services, maintenance, repair, operation of utilities and lighting, garbage disposal and refuse removal, parking and landscaped areas, signs, snow removal, non-structural repair and maintenance of the exterior of the building in which the Leased Space is located, all associated with the Leased Space being rented (the "Operating Expenses"). LANDLORD shall provide the same level of service for the LEASED SPACE that it provides for all other office areas located within the Inver Grove Heights City Hall. The cost of the TENANT pro rata share of the Operating Expenses is included in the CAM. In addition to payment of the Operating Expenses, LANDLORD's reception staff will provide directions for TENANT'S customers to access TENANT's Office Space, as necessary.

**4. COVENANT TO PAY RENT:**

The covenants of TENANT to pay the Base Rent and the CAM are each independent of any other covenant, condition, provision, or agreement contained in this Lease. All rents are payable to LANDLORD at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, or such other place as LANDLORD may designate.

**5. CARE AND REPAIR OF LEASED SPACE:**

Subject to LANDLORD's responsibility to pay all Operating Expenses, TENANT shall, at all times throughout the term of this Lease, including an Option Term and Additional Term, keep and maintain the Leased Space in a clean, safe and sanitary condition and in compliance with all applicable laws, codes, ordinances, rules and regulations.

**6. PARKING FACILITIES:**

Parking for customers of TENANT shall be provided in the surface parking lots on either side of City Hall. Street parking is available in designated areas along Barbara Avenue. Parking for employees of TENANT shall be in the same locations.

**7. SIGNS:**

Any signs, lettering, picture, notice or advertisement installed on or in any part of the Leased Space and visible from the exterior of the Leased Space are not allowed. In the event of a violation of the foregoing by the TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT. The Landlord shall, at TENANT'S expense, place directional signage on Barbara Avenue. The LANDLORD shall, at TENANT'S expense, place directional signage to the Leased Space within the Inver Grove Heights City Hall. The cost of internal and external direction signage for the TENANT must be provided to and approved by TENANT prior to installation of such signage.

**8. ALTERATIONS, INSTALLATIONS, FIXTURES:**

a. Except as hereinafter provided, TENANT shall not make any alteration, additions, or improvements in or to the Leased Space or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of the LANDLORD. In the event alterations are required by a governmental agency by reason of the use and occupancy of the Leased Space by TENANT, TENANT shall make such alterations at its own cost and expense after first obtaining LANDLORD'S approval of plans and specifications therefore and furnishing such indemnification as LANDLORD may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by TENANT must be built in compliance with all laws, ordinances and governmental regulations affecting the Leased Space and TENANT shall warrant to LANDLORD that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and insurance requirements. Construction of such alternations or additions shall commence only upon TENANT obtaining and exhibiting to LANDLORD the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, or improvements to the Leased Space made by TENANT shall, at the option of LANDLORD, become the property of LANDLORD and shall be either removed by TENANT at TENANT'S sole cost or surrendered to LANDLORD upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by TENANT which may be removed by TENANT at the end of the term of this Lease if TENANT is not then in default.

**9. INFORMATION TECHNOLOGY (IT):**

- a. LANDLORD will provide fiber connectivity to the Office Space (or, at the option of the LANDLORD, a greater appropriate level of infrastructure). TENANT will provide its own phone system and computers/servers/network switches/routers/cables to facilitate its operations. TENANT will pay the direct cost of fiber connectivity (or greater appropriate level of infrastructure if provided by LANDLORD), phone system and computers/servers/network switches/routers/cables to be used exclusively by TENANT.
- b. LANDLORD'S Technology Manager, within 24 (twenty-four) hours of being requested to do so by TENANT, will assist TENANT in coordinating data and phone connections upon TENANT'S move-in which assistance by the LANDLORD'S Technology Manager shall be

included in the Base Rent cost. Additional services provided to TENANT by LANDLORD'S Technology Manger at TENANT'S request will be billed at the then current LANDLORD'S billable hourly rate for its Technology Manager. TENANT will provide all technology support of its own operations and equipment.

**10. LEASED SPACE SECURITY:**

LANDLORD will provide access cards for door access to TENANT'S employees.

**11. FURNITURE INSTALLATION/IMPROVEMENTS**

- a. The parties acknowledge that the Leased Space has not been outfitted with furniture. LANDLORD agrees to install the furniture in the Leased Space as generally depicted on Exhibit A ("Improvements"). LANDLORD has obtained quotes to make the improvements. Upon approval of the TENANT, LANDLORD shall enter into a contract to construct the Improvements.
- b. At such time that the LANDLORD has received approval from the TENANT, the Improvements shall be installed and completed no later than March 31, 2015 ("Turnover Date"). TENANT shall have at a minimum ten (10) days to prepare the Leased Space for occupancy.
- c. ACCEPTANCE OF LEASED SPACE. Within thirty (30) days of the Turnover Date, TENANT, in its reasonable discretion, shall notify LANDLORD in writing of any defects or deficiencies found in the Leased Space. Failure of TENANT to submit written notice to LANDLORD shall be deemed approval by the TENANT of the condition of the Leased Space, an acknowledgement that all Improvements have been satisfactorily completed and acceptance of the Leased Space in its "AS IS" condition. If TENANT provides a list of defects to LANDLORD, TENANT shall nevertheless be deemed to have accepted the Lease Space, as of the Turnover Date, in its "AS IS" condition, except for any items listed in such Notice. Notwithstanding the foregoing, to the contrary, if, within, one hundred eighty (180) days after the Commencement Date, TENANT, in its reasonable discretion, determines that Improvements have not been constructed in substantial conformance with the approved plans and specification, TENANT shall notify LANDLORD in writing of any defects or deficiencies found in the Improvements ("180 day notice"). Failure of the TENANT to submit the 180 day notice on or before the end of such one hundred eighty (180) day period shall be deemed approval by TENANT of the condition of the Improvements, and acknowledgement that all LANDLORD'S Work has been satisfactorily completed and acceptance of the Improvements in its "AS IS" condition, except for any items listed in the written notice which have yet to be completed. Upon receipt of the Written Notice and/or the 180 Day Notice, LANDLORD shall complete, correct and/or repair all items set forth in such notices, other than those which LANDLORD reasonably disputes, within a reasonable time. If LANDLORD and TENANT are unable to reach an agreement regarding any items on either of the notices, they shall meet within ten (10) days after request by either party at a mutually acceptable time and place to attempt, in good faith, to resolve the dispute, If the matter cannot be resolved at such meeting, the LANDLORD'S City Administrator and the TENANT'S County Manager shall meet at a mutually acceptable time and place and attempt to resolve the dispute. Delivery of the Written Notice shall not postpone the Turnover Date, the Commencement Date nor the obligation of TENANT to pay Rent.
- d. DELAYED TURNOVER DATE. If the Turnover Date is established as any other date than the date specified in Section 11 (b), LANDLORD shall confirm such date to TENANT in writing delivered to TENANT at least five (5) days prior to the adjusted Turnover Date. In the event of any delays in the Turnover Date, LANDLORD shall cause the completion of the work to occur as soon as possible. Any such delays shall not affect the validity of this Lease nor be considered a failure to deliver the Leased Space to TENANT by the date referenced in Section 11 (b). LANDLORD acknowledges and agrees that time is of the essence for completion of the Improvements, therefore if LANDLORD is unable to give possession of the

Leased Space to TENANT by March 31, 2015 because Improvements have not been sufficiently completed to make the Lease Space Ready for Turnover or for any other reason, excluding *Force Majure*, LANDLORD shall give TENANT, as liquidated damages, a rent credit of one (1) days Rent for each and every calendar day LANDLORD fails to give possession of the Leased Space to TENANT. Failure to give possession by the date referenced in Section 11 (b), shall in no way affect the validity of this Lease Agreement or the obligations of TENANT hereunder, except that if LANDLORD extends the Turnover Date beyond April 30, 2015, TENANT shall have the right, upon written notice to LANDLORD, to cancel this Lease Agreement and all monies TENANT has provided to LANDLORD hereunder shall be refunded to TENANT within ten (10) business days from the time TENANT gives written notice to LANDLORD of such cancellation, unless all or part of such delay is reasonably attributable to actions or omissions on the part of TENANT. In the case of a delay due to a *Force Majure*, the construction schedule shall be extended one (1) day for each one (1) day of delay.

e. **PAYMENT FOR PURCHASE AND INSTALLATION OF IMPROVEMENTS.**

LANDLORD shall facilitate the construction and installation of electrical and furnishings for the TENANT as depicted on attached Exhibit B. TENANT shall pay for construction and installation of electrical and furnishings no later than May 1, 2015. The TENANT will pay up to \$6,500.00 for the installation of electrical and the furnishings required for CJIIN operation, as detailed on attached Exhibit B, without financial contribution from LANDLORD. TENANT is responsible for tear down and delivery of its own existing furniture that will be used to furnish the Leased Space. At the conclusion of the term of the Lease, TENANT shall surrender all furnishings to the LANDLORD, with the exception of the furniture originally provided by the TENANT.

**12. USE:**

The Leased Space shall be used and occupied by TENANT solely for the purposes of office space for the TENANT'S operations as the Criminal Justice Information Integration Network Office and such use by TENANT shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Leased Space. The Leased Space shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Leased Space. TENANT shall occupy the Leased Space, conduct its business and control its agents, and employees in such a way as is lawful, and reputable and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb any other occupant in the Leased Space in its normal business operations or LANDLORD in its management of the Leased Space. TENANT's use of the Leased Space shall conform to all LANDLORD's rules and regulations relating to the use of the Leased Space as listed on Exhibit C attached hereto.

**13. ACCESS TO LEASED SPACE:**

The TENANT agrees to permit LANDLORD and the authorized representatives of LANDLORD to enter the Leased Space at all times during usual business hours for the purpose of inspecting the same and performance of janitorial services and making any necessary repairs to the Leased Space and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that LANDLORD may deem necessary to prevent waste or deterioration in connection with the Leased Space. Nothing herein shall imply any duty upon the part of LANDLORD to do any such work which, under any provision of the Lease, TENANT may be required to perform and the performance thereof by LANDLORD shall not constitute a waiver of TENANT's default in failing to perform the same. The LANDLORD may, during the progress of any work in the Leased Space, keep and store upon the Leased Space all necessary materials, tools and equipment. The LANDLORD shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of TENANT by reason of making repairs or the

performance on any work in the Leased Space, or on account of bringing materials, supplies and equipment into or through the Leased Space, or on account of bringing materials, supplies and equipment into or through the Leased Space during the course thereof and the obligations of TENANT under this Lease shall not thereby be affected in any manner whatsoever. LANDLORD will take all reasonable actions to avoid interrupting TENANT'S business operations.

LANDLORD reserves the right to enter upon the Leased Space at any time in the event of any emergency. Other than regular cleaning and maintenance as provided herein, LANDLORD shall, when possible, provide notice to TENANT prior to entering the Leased Space. If it is not practical to provide prior notice of entry, LANDLORD shall within 24 hours of such entry provide written documentation to TENANT of any such entry, including such information as why it was not practical to notify TENANT, the names of the persons entering the Leased Space and the date and time that entry was made to the Leased Space.

#### **14. DAMAGE OR DESTRUCTION:**

In the event of any damage or destruction to the Leased Space by fire or other cause during the term hereof, the following provisions will apply:

**a. Significant Damages.** If the Leased Space is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by LANDLORD, will equal or exceed thirty percent (30%) of the replacement value of the Leased Space (exclusive of foundations) just prior to the occurrence of the damage, then LANDLORD may, no later than the sixtieth (60<sup>th</sup>) day following the damage, give TENANT written notice of LANDLORD'S election to terminate this Lease.

**b. Date of Termination.** In the event LANDLORD elects to terminate this Lease, it shall be deemed to terminate on the date of the occurrence of damage or destruction and all rentals shall be paid up to that date. TENANT shall have no claim against LANDLORD for the value of any unexpired term of this Lease except for prepaid rent.

Notwithstanding anything contained in this paragraph 14 to the contrary, LANDLORD shall only be obligated to restore the Leased Space to the extent of the insurance proceeds actually received, but if the insurance proceeds actually received do not permit LANDLORD to restore the Leased Space, LANDLORD shall so notify TENANT and either LANDLORD or TENANT may terminate this Lease by written notice given within 60 days after LANDLORD'S notice. If LANDLORD restores the Leased Space in accordance with the provisions of this Section, then TENANT shall not have any right to terminate this Lease because of such damage pursuant to (i) any common law rights, (ii) Minnesota Statutes 504.131 as now in effect or as it may be hereafter amended or supplemented, or (iii) any comparable right established by a similar statute.

#### **15. CASUALTY INSURANCE:**

**a. LANDLORD and TENANT Obligations.** LANDLORD shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring the Leased Space against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurance value, provided that LANDLORD shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which TENANT may bring upon the Leased Space or any additional improvements which TENANT may construct or install on the Leased Space. TENANT acknowledges that its personal property located in the Leased Space may not be covered by LANDLORD'S insurance and TENANT will determine whether to purchase insurance to cover its personal property during the term of this Lease, at its expense and in its own discretion.

**b. TENANT Restriction.** TENANT shall not carry any stock of goods or do anything in or about the Leased Space which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

**c. TENANT Payment.** In the event that the use of the Leased Space by TENANT increases the premium rate for insurance carried by LANDLORD, TENANT shall pay LANDLORD, upon demand, the amount of such premium increase. If TENANT installs any electrical equipment that overloads the power lines to the building or its wiring, TENANT shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and governmental authorities having jurisdiction.

**16. PUBLIC LIABILITY INSURANCE:**

This section intentionally left blank.

**17. PROPERTY TAXES:**

Currently the Inver Grove Heights City Hall is tax exempt and is not subject to ad valorem real estate taxes. This Lease Agreement is entered into under the assumption that the lease of the Leased Space will not result in the imposition of ad valorem real estate taxes as a result of TENANT's occupancy or as a result of a change in the state law. TENANT shall pay its pro rata share of property taxes to LANDLORD as Additional Rent.

**18A. DEFAULT OF TENANT:**

**a. Notice and Right to Cure Before Termination.** In the event of any failure of TENANT to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by TENANT, or if TENANT or an agent of TENANT shall falsify any report required to be furnished to LANDLORD pursuant to the terms of this Lease, or if TENANT shall be in default hereunder, LANDLORD, in addition to other rights of remedies it may have, shall have the right to terminate this lease upon 30 day written notice. However, if TENANT cures the default or deficiency within the 30 day notice period, LANDLORD may not terminate this lease or remove TENANT'S personal property from the Leased Space and the obligations of the parties shall continue as if a default had not occurred.

**b.** If TENANT does not cure the default or deficiency within the 30 day notice period described above, the LANDLORD, at LANDLORD'S discretion, in addition to any other remedies available to LANDLORD at law or equity, shall have and/or exercise the following rights:

- (i) At any time after the 30 day notice period expires, provide at least 14 days' notice to TENANT of the date TENANT must vacate the Leased Space and upon said vacation date, LANDLORD may re-enter into or upon the Leased Space, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rent, CAM or Additional Rent or other charges to be paid and of the covenants, terms and conditions to be performed by TENANT for the period TENANT occupied the Leased Space, and in the event of such re-entry LANDLORD may seek the collection of the Rent, CAM or Additional Rent or other charges to be paid under this Lease for the period TENANT occupied the Leased Space and for the collection of its reasonable attorney's fees; and

- (ii) LANDLORD shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative. LANDLORD shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.
- c. If TENANT does not cure the default or deficiency within the 10 day notice period described above, in addition to any other remedies available to LANDLORD at law or in equity, including those set forth in Paragraph 18(b), LANDLORD shall have the immediate right and option to terminate this Lease and all rights of TENANT hereunder by giving written notice of such intention to terminate. In the event that LANDLORD shall so terminate this Lease as a result of TENANT's uncured default, LANDLORD may:
- (i) Retain any payment(s) made by TENANT prior to the termination of this Lease.
  - (ii) Recover from TENANT the amount of any unpaid Rent, CAM and Additional Rent due from TENANT which had been earned at the time of such termination;
  - (iii) Recover from TENANT the amount of any unpaid Rent, CAM and Additional Rent due from TENANT for the period TENANT occupied the Leased Space;
  - (iv) Recover from TENANT all expenses incurred by LANDLORD in terminating or repossessing the Leased Space including but not limited to costs of repairs, brokerage and legal fees, and the collection of unpaid Rent, CAM and Additional Rent;
  - (v) Recover from TENANT any reasonable attorneys' fees incurred by LANDLORD in enforcing its rights hereunder.
- d. The LANDLORD and TENANT agree that in the event of an uncured TENANT default that causes termination of this lease and the eviction, removal or departure of TENANT from the Leased Space, LANDLORD shall not be obligated to make any effort to relet the Leased Space.

**b. No Exclusive Remedy.** No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to LANDLORD or TENANT shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

**18B. DEFAULT OF LANDLORD:**

In the event of any failure of LANDLORD to perform any of the terms, conditions or covenants of this Lease to be observed or performed by LANDLORD, or if LANDLORD shall be in default hereunder, TENANT, in addition to other rights of remedies it may have, shall have the right to terminate this lease upon 60 day written notice. However, if LANDLORD cures the default or deficiency within the 60 day notice period, TENANT may not terminate this lease and the obligations of the parties shall continue as if a default had not occurred.

If LANDLORD does not cure the default or deficiency within the 60 day notice period described in the preceding paragraph, TENANT may remove its personal property and vacate the Leased Space pursuant to legal proceedings or pursuant to any notice provided for by law and it may terminate this Lease.

**TENANT Payment.** In the event suit shall be brought by the TENANT because of the breach of any covenant herein contained on the part of LANDLORD to be kept or performed, and a breach shall be established, LANDLORD shall pay to TENTANT all expenses incurred therefore, including a reasonable attorney's fees, together with interest on all such expenses at a reasonable rate of interest from the date of such breach of the covenants of this Lease.

#### **19. INDEMNITY, HOLD HARMLESS and WAIVER:**

**a. By TENANT.** Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, Tenant agrees to indemnify and hold harmless Landlord from and against all claims of whatever nature, whether suit is initiated or not, arising or resulting from any act, omission or negligence of Tenant, its officers, employees and agents in or about the Leased Space, Inver Grove Heights City Hall or the grounds thereof or in connection with its use of the Leased Space and to indemnify and hold harmless Landlord, whether suit is initiated or not, against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or proceeding, and the defense thereof. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding at Tenant's cost and expense by counsel reasonably satisfactory to Landlord.

Landlord shall not be liable, and Tenant waives all claims, for damage to person or property sustained by Tenant or Tenant's employees, agents, servants, invitees and customers resulting from Inver Grove Heights City Hall or by reason of Inver Grove Heights City Hall, or any equipment or appurtenances thereunto appertaining, becoming out of repair, or resulting from any accidents in or about Inver Grove Heights City Hall or the grounds thereof. This waiver shall apply especially, but not exclusively, to the flooding of Inver Grove Heights City Hall, and to the damage thereof caused by refrigerators, sprinkling devices, air conditioning, apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leading of pipes or plumbing fixtures. All property belonging to Tenant or any occupant of Inver Grove Heights City Hall shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

**b. By LANDLORD.** Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, Landlord agrees to indemnify and hold harmless Tenant from and against all claims of whatever nature, whether suit is initiated or not, arising or resulting from the gross negligence of Landlord, its officers, employees and agents in or about the Leased Space, Inver Grove Heights City Hall or the grounds thereof or in connection with its use of the Leased Space and to indemnify and hold harmless Tenant against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or proceeding arising or resulting from the gross negligence of Landlord, its officers, employees and agents in or about the Leased Space, Inver Grove Heights City Hall or the grounds thereof. In case of any action or proceeding brought against Landlord arising or resulting from the gross negligence of Landlord, its officers, employees and agents in or about the Leased Space, Inver Grove Heights City Hall or the grounds thereof by reason of any such claim, upon notice from Tenant, Landlord covenants to defend such action or proceeding at Landlord's cost and expense by counsel reasonably satisfactory to Tenant.

#### **20. NON-LIABILITY:**

Subject to the terms and conditions of paragraph 15 hereof, LANDLORD shall not be liable for Damage to any property of TENANT or of others located on the Leased Space, or of others by theft or otherwise. Except when caused by the negligent act of the LANDLORD, its employee, contractors and/or agents, LANDLORD shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Space or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Except when caused by the negligent act of the LANDLORD, its employees, contractors and/or agents, LANDLORD shall not be liable for any such damage caused by TENANT's or persons in the Leased Space, occupants of adjacent property, of the buildings, or the public or caused by operations in connection of any private, public or quasi-public work. LANDLORD shall not be liable for any latent defect in the Leased Space. All property of TENANT kept or stored on the Leased Space shall be so kept or stored at the risk of TENANT only and TENANT shall hold LANDLORD harmless from any claims arising out of damage to the same, including subrogation claims by TENANT's insurance carrier.

#### **21. ASSIGNMENT OR SUBLETTING:**

TENANT agrees to use and occupy the Leased Space throughout the entire term hereof for the purpose or purposes herein specified in Section 12 and for no other purposes, in the manner and to substantially the extent now intended, and not to assign, sublet, license, concession or otherwise transfer this Lease or TENANT's rights in the Leased Space, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of LANDLORD in each instance. TENANT shall seek such consent of LANDLORD by a written request therefore, setting forth such information as LANDLORD may deem necessary. LANDLORD may withhold consent for any reason or no reason whatsoever. Consent by LANDLORD to any assignment of this Lease or to any subletting of the Leased Space shall not be a waiver of LANDLORD's rights under this paragraph as to any subsequent assignment or subletting. LANDLORD's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve TENANT from any of TENANT's obligations in the Lease contained, nor shall any assignment or sublease or other transfer of the Lease be effective unless the assignees, subtenant or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of LANDLORD, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by TENANT and shall agree in writing to be bound thereby. Should TENANT sublease in accordance with the terms of this Lease, fifty percent (50%) of any increase in rental received by TENANT over the per square foot rental rate which is being paid by TENANT shall be forwarded to and retained by LANDLORD, which increase shall be in addition to the Base Rent and Additional Rent due LANDLORD under this Lease.

#### **22. ATTORNMENT:**

In the event of any sale, transfer or assignment of LANDLORD's interest in the Leased Space, or this Lease, or if the Leased Space comes into custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, or otherwise, TENANT shall attorn to such assignee or other party and recognize such party as LANDLORD hereunder; provided, however, TENANT's peaceable possession will not be disturbed so long as TENANT shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require.

#### **23. NOVATION IN THE EVENT OF SALE:**

In the event of the sale of the Leased Space, LANDLORD shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of the sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of LANDLORD herein. Notwithstanding the foregoing provisions of this

paragraph, LANDLORD, in the event of a sale of the Leased Space, shall cause to be included in the agreement of sale and purchase a covenants and obligations of LANDLORD herein.

The TENANT agrees at any time and from time to time upon not less than ten(10) days prior written request by LANDLORD to execute, acknowledge and deliver to LANDLORD a statement in writing certifying that this Lease is unmodified and in full force and effect as modified and stating modifications, and the dates to which the basic rent and other chargers have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Leased Space. In the event that TENANT fails to execute and return the estoppels certificate within such ten (10) day period, the holder of such encumbrance shall be entitled to rely, as against the TENANT, that: (i) this Lease is in full force and effect, without amendment except as specified by the LANDLORD, (ii) TENANT has no offsets against rent nor any defenses to TENANT's performance under this Lease, (iii) TENANT has no right to any offset or defenses to the payment of rent, and (iv) TENANT has not paid any rental under this Lease more than six months in advance.

#### **24. SUCCESSORS AND ASSIGNS:**

The terms, covenants and conditions hereof shall be binding upon the inure to the successors and assigns of the parties hereto.

#### **25. REMOVAL OF FIXTURES:**

Notwithstanding anything contained in paragraph 8, paragraph 31 or elsewhere in this Lease, if LANDLORD requests, TENANT will promptly remove at the sole cost and expense of TENANT all fixtures, equipment and alterations made by TENANT simultaneously with vacating the Leased Space and TENANT will promptly restore the Leased Space to the condition that existed immediately prior to said fixtures, equipment and alterations having been made all at the sole cost and expense of TENANT.

#### **26. QUIET ENJOYMENT:**

LANDLORD warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that TENANT, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on TENANT's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Leased Space for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

#### **27. RECORDING:**

TENANT shall not record this Lease without the written consent of LANDLORD. However, upon the request of either party hereto, the other party shall join in the execution of a Memorandum lease for the purposes of recordation. Said Memorandum lease shall describe the parties, the Leased Space and the term of the Lease and shall incorporate this Lease by reference.

#### **28. OVERDUE PAYMENTS:**

If TENANT fails to pay to LANDLORD any monies owed on or before the date when due, LANDLORD may impose interest on the unpaid amount at the annual rate of five percent (5%) until the amount owed is paid.

#### **29. SURRENDER:**

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, TENANT shall peaceably surrender the Leased Space broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, TENANT shall, at its expense

remove all trade fixtures, personal property and equipment and signs from the Leased Space and any of said items not removed shall be deemed to have been abandoned. Any damage caused in removal of such items shall be repaired by TENANT and at its expense. All alterations, additions, improvements, and fixtures (other than trade fixtures) which shall have been made or installed by LANDLORD or TENANT upon the Leased Space and all floor covering so installed shall at the option of the LANDLORD remain upon and be surrendered with the Leased Space as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. If the Leased Space is not surrendered on the Expiration Date or the date of termination, TENANT shall indemnify LANDLORD against loss or liability, claims, without limitation, made by any succeeding TENANT founded on such delay. TENANT shall promptly surrender all access cards for the Leased Space to LANDLORD at the place then fixed for payment of rent and shall inform LANDLORD of combination of any locks and safes on the Leased Space.

**30. HOLDING OVER:**

In the event of a holding over by TENANT after the expiration or termination of this Lease without the consent in writing of LANDLORD, TENANT shall be deemed a TENANT at sufferance and shall pay rent for such occupancy at the rate of twice the lease-current aggregate Base and Additional Rent, prorated for the entire holdover period, plus all attorney's fees and expenses incurred by LANDLORD in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed, any holding over with the written consent of LANDLORD shall constitute TENANT as a month-to-month TENANT.

**31. ABANDONMENT:**

In the event TENANT shall remove its fixtures, equipment or machinery or shall vacate the Leased Space or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Leased Space for a period of more than thirty (30) consecutive days (except during any time when the Leased Space may be rendered uninhabitable by reason of fire or other casualty), then in any such event TENANT shall be in default under the terms of this Lease.

**32. CONSENTS BY LANDLORD:**

Whenever provision is made under this Lease for one Party to secure the consent or approval of the other Party, such consent or approval shall only be in writing.

**33. NOTICES:**

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to TENANT at County Administrator, Dakota County Government Center, 1590 Highway 55, Hastings, MN 55033, and to the LANDLORD at City Administrator, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

**34. RULES AND REGULATIONS:**

TENANT shall observe and comply with the rules and regulations as LANDLORD may prescribe and as listed on Exhibit C attached hereto, on written notice to TENANT for the safety, care and cleanliness of the Leased Space.

**35. INTENT OF PARTIES:**

Except as otherwise provided herein, TENANT covenants and agrees that if it shall any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then LANDLORD may, but shall not be obligated so to do, and without notice to or demand upon TENANT and without waiving or releasing TENANT

from any obligations of TENANT in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of TENANT to be made and performed as in this Lease provided, in such manner and to such extent as LANDLORD may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by LANDLORD and all necessary and incidental costs and expenses in connection with the performance of any such act by LANDLORD, together with interest thereon at a reasonable rate from the date of making of such expenditure, by LANDLORD, shall be deemed Additional Rent hereunder, and shall be payable to LANDLORD on demand. TENANT covenants to pay any such sum or sums with interest as aforesaid and LANDLORD shall have the same rights and remedies in the event of the non-payment thereof by TENANT as in the case of default by TENANT in the payment of the Base Rent payable under this Lease.

### **36. GENERAL:**

a. **LANDLORD TENANT Relationship.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between LANDLORD and TENANT, the sole relationship between the parties hereto being that of LANDLORD and TENANT.

b. **Effect of Waivers.** No waiver of any default of TENANT hereunder shall be implied from any omission by LANDLORD to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by LANDLORD shall not then be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent to or approval by LANDLORD of any act by TENANT requiring LANDLORD's consent or approval shall not waive or render necessary LANDLORD's consent to or approval of any subsequent similar act by TENANT. No action required or permitted to be taken by or on behalf of LANDLORD under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of TENANT's possession of the Leased Space. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. **Entire Agreement.** This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between LANDLORD and TENANT affecting the Leased Space and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. **Enforceability of Provisions.** If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

### **37. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:**

a. **Leased Space Use.** The Leased Space shall be used by and/or at the sufferance of TENANT only for the purpose set forth in paragraph 12 above and for no other purposes. TENANT shall not use or permit the use of the Leased Space in any manner that will tend to create waste or a nuisance. TENANT, its employees and all persons visiting or doing business with TENANT in the Leased Space shall be bound by and shall observe the reasonable rules and regulations as listed on Exhibit C attached hereto, made by LANDLORD relating to Leased Space, of which notice in

writing shall be given to TENANT, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. **Obey Laws.** TENANT covenants throughout the Lease term; at TENANT's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Space are situated, or any other body now or hereafter created with jurisdiction over the Leased Space, and whether or not the same require structural repairs or alterations, which may be applicable the Leased Space, or the use or manner of use of the Leased Space. TENANT will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Leased Space and the equipment thereof.

**38. HAZARDOUS MATERIAL:**

TENANT shall not bring any Hazardous material (hereinafter defined) into the Leased Space without the prior written consent of the LANDLORD. In the event any Hazardous material (hereinafter defined) is, after approval by LANDLORD, brought or caused to be brought into or onto the Leased Space by TENANT, TENANT shall handle any such material in compliance with all applicable federal, state, and/or local regulations. For purposes of this paragraph, "Hazardous Materials" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, and so-called "Superfund" or "Super lien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulation, relating to, or imposing liability or standard of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. TENANT shall submit to LANDLORD on an annual basis copies of its approved hazardous materials communication plan. OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if TENANT is required to prepare, file or obtain any such plans or permits. TENANT will indemnify and hold harmless LANDLORD from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which LANDLORD may suffer or incur as a result of TENANT's introduction into or onto the leased Space, of any Hazardous Material. This paragraph shall survive the expiration or sooner termination of this Lease.

**39. CAPTIONS:**

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease not the intent or any provision thereof.

( The signature page follows )

IN WITNESS WHEREOF, the parties have executed this Lease on the dates indicated below.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
Mayor Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk Date \_\_\_\_\_

**DAKOTA COUNTY**

By: \_\_\_\_\_  
Chair Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of County Board Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney Date

**EXHIBIT A  
TO LEASE AGREEMENT**



**EXHIBIT B  
TO LEASE AGREEMENT**



**Fluid Interiors**  
 100 North 6th Street  
 Suite 100A  
 Minneapolis, MN 55403  
 Phone: 612-746-8700  
 Fax: 612-746-8701  
 Email/Web: www.fluidinteriors.com

**Quotation**

Page: 1 of 5

**Project:** 11042  
**Proj Desc:** 2 PRIVATE OFFICES

**Quote:** 11042.001  
**Status:** New

**Sold To:** 88-00  
 City of Inver Grove Heights  
 8150 Barbara Ave  
 Inver Grove Heights, MN 55077

**Bill To:** 88-00  
 City of Inver Grove Heights  
 Attention: Accounts Payable  
 8150 Barbara Ave  
 Inver Grove Heights, MN 55077

**Ship To:** 88-00  
 City of Inver Grove Heights  
 8150 Barbara Ave  
 Inver Grove Heights, MN 55077

Date Entered	Customer PO	Salesperson	FOB	Terms
11/08/2014	TBD	Kristin Root	D	Net 15 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
1	00	KUAF-1636	TACKBOARD, WALL MOUNTED, UNIVERSAL, 16IN X 36IN, MAHARA M CRISP BACKED AURORA	2	105.00	210.00
2	00	MAHARAM CRISP BACKED AURORA	MAHARAM CRISP BACKED AURORA FOR TACKBOARDS	2	27.00	54.00
3	00	FRBGT - COMMON CARRIER	SHIPPING CHARGE FOR FABRIC	1	35.00	35.00
4	00	JPAJ-30-SJ	X SERIES, PEDESTAL, ATTACHED, FILE/FILE 30IN.D, 1 LOCK	2	199.11	398.22
		<b>Tag:</b>	PO			
		<b>Options:</b>	,TR-TW-PLASTER TEXTURED GRD A ,LR-BP-CHROME GRD A			
5	00	JVPD-0542-WWK	X SERIES, COMBOWVALET, J,PULL, 5X42, WDDRWSAWDDR S,TCHLTCHVAL ETL, 3LATS	1	1,623.80	1,623.80
		<b>Tag:</b>	PO			
		<b>Options:</b>	,TR-AK-CHALK GRD A (VR)-WALNUT GRD B ,VR-W31-RETRO WALNUT GRD B ,LR-BP-CHROME GRD A			
6	00	JVPW-0542-WWK	X SERIES, COMBOWVALET, J,PULL, 5X42, WDDRWSAWDDR S,TCHLTCHBLA TS,VALETR	1	1,623.80	1,623.80
		<b>Tag:</b>	PO			
		<b>Options:</b>	,TR-AK-CHALK GRD A (VR)-WALNUT GRD B ,VR-W31-RETRO WALNUT GRD B ,LR-BP-CHROME GRD A			
7	00	KUPY-1636	SLAT TILE, WALL-MOUNT, ADAPTABLE 16IN. X 36IN.	2	77.18	154.36
		<b>Tag:</b>	PO			
		<b>Options:</b>	,TR-E-SMOKE GRD A			
8	00	SPLK-0045	CORNER, 90DEG WRAP-AROUND TRANS EXTENDED WORKSURFACE 48 X 72	1	298.35	298.35
		<b>Tag:</b>	PO			
		<b>Options:</b>	,H-WL-LINEN GRD A ,HP-WL-LINEN GRD A			
9	00	SPLK-0044	CORNER, 90DEG WRAP-AROUND TRANS EXTENDED WORKSURFACE 48 X 72	1	298.35	298.35
		<b>Tag:</b>	PO			
		<b>Options:</b>	,H-WL-LINEN GRD A ,HP-WL-LINEN GRD A			
10	00	UQFS-1672-LLWBLNN	COMPOSE, STORAGE BOX 16IN.H X 72IN.W	2	543.63	1,087.26
		<b>Tag:</b>	PO			
		<b>Options:</b>	,H- OVL ,HP- OVL ,H- OVL ,TR- OOE ,LR-			



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**Project:** 11042  
**Proj Desc:** 2 FRMATE OFFICES

**Quote:** 11042.001  
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Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
11	00	VZAT-3000	DBP COMPOSE,WALL TRACK,5 HOLES,30IN.HIGH	6	9.59	57.54
			<b>Options:</b> ,TR--SURFACE 1 E-SMOKE			
12	00	WURA-2460-LJSA	RECT WORKSURFACE 24D X 60W	2	120.30	240.60
			<b>Tag:</b> PO <b>Options:</b> ,H--LAMINATE WL-LINEN ,HP--LAMINATE/T-MOLD/EDGEBAND WL-LINEN			
13	00	WURA-3066-LJSC	RECT WORKSURFACE 30D X 66W	2	150.74	301.48
			<b>Tag:</b> PO <b>Options:</b> ,H-WL-LINEN GRD A ,HP-WL-LINEN GRD A			
14	00	ZUBF-0000-PN	FLUSH MOUNT PLATE	4	5.84	23.36
			<b>Tag:</b> PO			
15	00	ZZBA-0000-PL	SIDE/CORNER BRACKET	1	4.63	4.63
			<b>Tag:</b> PO			
16	00	ZZBA-0000-PR	SIDE/CORNER BRACKET	1	4.63	4.63
			<b>Tag:</b> PO			
17	00	ZZBD-1600-PP	CANTILEVER BRACKET,16IN.D	3	26.10	78.30
			<b>Tag:</b> PO			
18	00	ZZFD-2400-PNFF	COMPOSE WORKSURFACE DBL SUPPORT LEG,STEEL,24IN.D	2	97.86	195.72
			<b>Tag:</b> PO <b>Options:</b> ,TR--SURFACE 1 TW-PLASTER (TEXTURED PAINT)			
19	00	DTFR-3	MOXIE JUMP STUFF PAPER SORTER	2	34.80	69.60
			<b>Tag:</b> PO <b>Options:</b> ,TR--SURFACE 1 LQ-FROST ,TR--SURFACE 2 MC-METALLIC CHAMPAGNE			
20	00	DTWC-2	TOOL CUP	2	10.99	21.98
			<b>Tag:</b> PO <b>Options:</b> ,TR--SURFACE 1 LQ-FROST			
21	00	DTLT-2	LETTER TRAY	2	12.83	25.66
			<b>Tag:</b> PO <b>Options:</b> ,TR--SURFACE 1 LQ-FROST			
22	00	LSET-5	HW,LOCK SET, KEYED ALIKE LOCK PLUG AND KEY, QTY OF 5	2	0.00	0.00
			<b>Tag:</b> PO <b>Options:</b> ,LX--LOCK COLOR BP-CHROME			



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**Quotation**

Page: 3 of 5

**Project:** 11042  
**Proj Desc:** 2 PRIVATE OFFICES

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Date Entered	Customer PO	Salesperson	FOB	Terms
11/08/2014	TBD	Kristin Root	D	Net 15 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
23	00	INSTALLATION - T	Installation of various items	1	995.00	995.00
Sub Total:						7,801.64
Total Tax						0.00
<b>TOTAL AMOUNT - USD</b>						<b>7,801.64</b>

**This Quote will expire on:** December 08, 2014

**TERMS AND CONDITIONS**

**CANCELLATION & CHANGES**

In the event that this proposal is accepted by the buyer and becomes an order, it is understood and agreed that it cannot be canceled except by mutual consent. The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer. All requests for changes in quantity or specification shall be delivered to the seller in writing.

**CLAIMS**

All claims shall be deemed waived unless made in writing delivered to Seller within seven days after receipt of goods by buyer. In no event will any claim be entered after goods have been cut or otherwise processed. Buyer shall afford seller prompt and reasonable opportunity to inspect goods at to which any claim is made as above stated. Seller reserves the right, at its sole discretion, to remedy any claimed defect in the goods or to replace such goods. If not replaced by seller as herein provided, seller's liability shall be limited to the stated selling price of any defective goods. Seller shall in no event be liable for buyer's manufacturing costs, lost profits, good will or other special or consequential damages.

**DELAYS**

Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond seller's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental act or regulations. If delivery cannot be made, as per the scheduled date, because of building conditions, furniture will be placed in storage either in seller's warehouse or a public warehouse (at the option of the seller). Buyer will pay, as additional charges, any warehousing and delivery charges where applicable.

**PRODUCT ISSUES**

Slight variations in wood product grain or color due to product age or natural differences in graining structure are beyond the control of seller. Minor variations between finishes in products provided by single or multiple manufacturers are also considered to be acceptable. Fabrics and painted products are subject to dye lot differences which can cause minor variations in color. Such slight variations are generally acceptable and are beyond the control of seller. No products may be rejected due to reasonable variations in wood grain, finish or dye lot differences.

**RETURNS**

All merchandise specially manufactured or not regularly stocked by seller constitutes a special order and is non-returnable without seller approval, and without reimbursement of loss and associated expenses incurred by seller in accepting the return. Restocking fees are typically greater than 25%.

**WARRANTY**

Seller disclaims any warranty, expressed or implied including the implied warranty of merchantability or fitness for particular purpose. Buyer agrees to rely solely on manufacturer's warranty. Seller will not be liable for any damages, losses, or claims, including claims for personal injury arising from the use or misuse of product. Buyer agrees to look solely to the manufacturer for any claims arising out of any alleged defect in the product.

**PRICING & PAYMENT**

**Credit**—Buyer's credit approval is required, at seller's sole option and discretion, prior to the acceptance of any offers and shipment or delivery of any goods or merchandise. Once given, credit approval is subject to revocation by seller at any time without notice and in such event, seller may either require payment prior to delivery to Buyer of C.O.D. In no event shall credit be granted for the additional costs of installation that may be required.

**Deposit**—Unless buyer has an approved open account, payment schedule will be as follows: 50% deposit with order, balance within 15 days from date of invoicing.

**Partial Shipments**—Seller reserves the right to make and invoice partial shipments.

**Payment**—Seller's terms are net 15 from date of invoice. The buyer agrees to pay a finance charge of one and a half percent (1 1/2 %) rate per month at the annual percentage rate of 18% on all delinquent invoices as well as all collection expenses, attorney fees and court costs which the seller may incur by reason of the buyer's default of payment.

**Pricing**—Prices quoted are good for 15 days from the date of this quotation. Unless specifically stated, prices do not include any applicable taxes, which are to be additional and paid for by the buyer.



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**Quotation**

Page: 4 of 5

**Project:** 11042  
**Proj Desc:** 2 PRIVATE OFFICES

**Quote:** 11042.001  
**Status:** New

**Sold To:** 88-00  
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11/08/2014	TBD	Kristin Root	D	Net 15 Days

**DELIVERY & INSTALLATION**

**D&I Schedule**—Seller will inform buyer of an estimated date of delivery ("Estimated Delivery Date") when seller receives an estimated shipping date from its supplier or manufacturer. The estimated delivery date is not a guaranteed delivery date. Buyer recognizes and acknowledges that the Estimated Delivery Date is merely an estimate and is subject to change by seller without notice.

**Electrical Base Building Connection**—Hardwiring of electrical is not included and must be supplied by licensed electrician.

**Installer's Responsibility**—The installers are responsible for clearing all furniture packing materials from the site, cleaning the furniture they installed and noting any warranty work or parts needed during a final walk through inspection with the buyer.

**Job Site Conditions**—The job site must be ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided. Job sites not ready to accept furniture will be subject to additional fees. Job is quoted as a single phase, additional phasing due to unfinished construction will result in additional fees. If dust created by on-going construction activity, during or after our installation, causes us additional costs in cleaning, there will be a charge based on Time and Materials. It will be the responsibility of others to keep furniture installation area free from construction dust. Vacuuming is not included.

**Job Site Services**—Electric current, heat/ventilation, hoisting and/or elevator service will be furnished without charge to seller. Stair Carry is NOT included.

**Labor**—Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the seller's own installation personnel or subcontractor, resulting additional costs will be paid by buyer.

**Loss or Damage**—After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the buyer, and the buyer agrees to hold the seller harmless from loss for such reasons.

**Normal Business Hours**—Delivery and installation work will be performed by the seller's staff during normal business hours Monday through Friday unless other specific agreements are made in writing and included with the proposal. Installations done after normal business hours, on weekends or holidays will be subject to an additional overtime charge and subject to the seller's acceptance, unless such agreement was specifically agreed to in the final proposal. Work order changes must be done in writing and signed off by both parties prior to performance.

**Special Packaging**—If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the buyer.

**Staging & Storage Space**—Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage space will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of such moving will be reimbursed by the buyer.

**Warehousing**—In the event that delivery is postponed (beyond the original delivery date) at the customer's request, seller reserves the right to transfer the product to storage at the customer's risk. Such transfer to Storage will be deemed delivery to the customer for all purposes including insurance liabilities, invoicing and payment. Storage charges will be assessed for merchandise held in our warehouse at the customer's request for over thirty (30) days.

**GENERAL TERMS & CONDITIONS**

**Acceptance**—This order acknowledgment is the final expression of the agreement between the customer and seller and supersedes all prior or contemporaneous oral and written statements regarding the order. This acknowledgment includes and is subject to all of the terms and conditions set forth herein. The acknowledgment may only be modified in writing by seller, or by a revised acknowledgment duly issued by seller.

**Insurance**—Public Liability, Workers Compensation, Property Damage, Automotive and Occupational Disease insurances are all carried by seller. Fire, tornado, flood and other such insurances directly related to the installation site are the buyer's responsibility. The risk of loss passes from the seller to the buyer upon delivery of the merchandise to the installation site.

**Security Interest/Title**—Title to all goods will not pass to customer, and all merchandise shall remain the property of seller, until it has been paid for in full. Failure to pay for merchandise with payment terms may result in repossession of the merchandise. Seller reserves a security interest in, and shall have the right to repossess without court order, all delivered merchandise for which payment in full has not been received. Purchaser agrees to pay costs and expenses, including attorney's fees resulting from actions taken to repossess merchandise.

Fluid Interiors, LLC By \_\_\_\_\_ Date \_\_\_\_\_

Client/Buyer By \_\_\_\_\_ Date \_\_\_\_\_



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**Quotation**

Page: 5 of 5

**Project:** 11042  
**Proj Desc:** 2 PRIVATE OFFICES  
**Quote:** 11042.001  
**Status:** New

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Date Entered	Customer PO	Salesperson	FOB	Terms
11/08/2014	TBD	Kristin Root	D	Net 15 Days

Sub Total: 7,801.64  
 Tax: 0.00  
**Total: 7,801.64**

Signature

Title

Date



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**Quotation**

Page: 1 of 4

**Project:** 11093  
**Proj Desc:** Workstations

**Quote:** 11093.001  
**Status:** New

**Sold To:** 88-00  
 City of Inver Grove Heights  
 8150 Barbara Ave  
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Date Entered	Customer PO	Salesperson	FOB	Terms
11/13/2014	TBD	Kristin Root	D	Net 15 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
1	00	VZCW-0000-P	COMPOSE,WALL MOUNT,FITS ALL HEIGHTS	1	24.57	24.57
2	00	VZTI-5624-FNN	COMPOSE,SINGLE TILE,56IN.H X 24IN.W	6	56.09	336.54
		<b>Options:</b>	(C1)-STRIAE GRD A ,C1-AM-BAND GRD A			
3	00	VZFF-6624-NNBHR	COMPOSE,FRAME,FULL 66IN.H X 24IN.W	1	69.40	69.40
		<b>Options:</b>	,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A			
4	00	VZFF-6624-N3BHR	COMPOSE,FRAME,FULL 66IN.H X 24IN.W	2	126.38	252.76
		<b>Options:</b>	,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A			
5	00	VZCC-0072-HS	COMPOSE,TOP TRIM 72IN.W	3	32.43	97.29
		<b>Options:</b>	,TR-E-SMOKE GRD A			
6	00	VZCC-0036-HS	COMPOSE,TOP TRIM 36IN.W	1	17.46	17.46
		<b>Options:</b>	,TR-E-SMOKE GRD A			
7	00	VZFF-6636-N3BHR	COMPOSE,FRAME,FULL 66IN.H X 36IN.W	1	137.06	137.06
		<b>Options:</b>	,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A			
8	00	VZTI-5636-FNC	COMPOSE,SINGLE TILE,56IN.H X 36IN.W	2	64.98	129.96
		<b>Options:</b>	(C1)-STRIAE GRD A ,C1-AM-BAND GRD A			
9	00	VZTI-2436-FNN	COMPOSE,SINGLE TILE,24IN.H X 36IN.W	2	43.76	87.52
		<b>Options:</b>	(C1)-STRIAE GRD A ,C1-AM-BAND GRD A			
10	00	VZFF-3436-N3BHR	COMPOSE,FRAME,FULL 34IN.H X 36IN.W	1	125.70	125.70
		<b>Options:</b>	,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A			
11	00	VZFF-3430-N3BHR	COMPOSE,FRAME,FULL 34IN.H X 30IN.W	2	120.36	240.72
		<b>Options:</b>	,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A			
12	00	VZTI-2430-FNN	COMPOSE,SINGLE TILE,24IN.H X 30IN.W	4	40.61	162.44
		<b>Options:</b>	(C1)-STRIAE GRD A ,C1-AM-BAND GRD A			
13	00	VZCC-0036-HS	COMPOSE,TOP TRIM 36IN.W	1	17.46	17.46
		<b>Options:</b>	,TR-E-SMOKE GRD A			
14	00	VZCC-0030-HS	COMPOSE,TOP TRIM 30IN.W	2	16.03	32.06
		<b>Options:</b>	,TR-E-SMOKE GRD A			
15	00	VZCE-6600-H	COMPOSE,PANEL TRIM,END-OF-RUN 66IN.H	2	21.99	43.98
		<b>Options:</b>	,TR-E-SMOKE GRD A			
16	00	VZCL-5000-H	COMPOSE,CONNECTOR TRIM,CORNER 2-WAY 50IN.H	1	67.16	67.16
		<b>Options:</b>	,TR-E-SMOKE GRD A			



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Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
17	00	VZVE-1600-H	,TR-E-SMOKE GRD A COMPOSE,PANEL TRIM,VARIABLE,END-OF-RUN 16IN.H <b>Options:</b> ,TR--SURFACE 1 E-SMOKE	1	9.60	9.60
18	00	VZCL-6600-H	COMPOSE,CONNECTOR TRIM,CORNER 2-WAY 66IN.H <b>Options:</b> ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A	1	72.75	72.75
19	00	VZEB-0000-3	COMPOSE,BASE FEED MODULE,HARDWIRE CONN	1	95.00	95.00
20	00	VZER-0003-M	COMPOSE,RECEPTACLE,3-CIRCUIT <b>Options:</b> ,TR--SURFACE 1 E-SMOKE	1	64.81	64.81
21	00	VZEK-0R48-3BH	COMPOSE,RACEWAY RETROFIT KIT 48IN.W PANEL <b>Options:</b> ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A	6	127.57	765.42
22	00	VZEK-0R24-3BH	COMPOSE,RACEWAY RETROFIT KIT 24IN.W PANEL <b>Options:</b> ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A	2	113.17	226.34
23	00	VZAL-5000	PANEL, VERTICAL LIGHT BLOCK, 50IN, COMPOSE	1	1.42	1.42
24	00	VZAL-3400	PANEL, VERTICAL LIGHT BLOCK, 34IN, COMPOSE	6	1.42	8.52
25	00	VZAL-6600	PANEL, VERTICAL LIGHT BLOCK, 66IN, COMPOSE	8	1.78	14.24
26	00	VZCE-3400-H	COMPOSE,PANEL TRIM,END-OF-RUN 34IN.H <b>Options:</b> ,TR-E-SMOKE GRD A	1	15.23	15.23
27	00	ZZBD-1600-PP	CANTILEVER BRACKET, 16IN.D	8	28.04	224.32
28	00	VZVE-3200-H	COMPOSE,PANEL TRIM,VARIABLE,END-OF-RUN 32IN.H <b>Options:</b> ,TR-E-SMOKE GRD A	1	13.49	13.49
29	00	VZFF-6648-N3HBNR	COMPOSE,FRAME,FULL 66IN.H X 48IN.W <b>Options:</b> ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A ,TR-E-SMOKE GRD A	2	151.06	302.12
30	00	VZTI-5648-FNC	COMPOSE,SINGLE TILE,56IN.H X 48IN.W <b>Options:</b> (C1)-STRAE GRD A ,C1-AM-BAND GRD A	4	73.88	295.52
31	00	VZCC-0048-HS	COMPOSE,TOP TRIM 48IN.W <b>Options:</b> ,TR-E-SMOKE GRD A	2	20.31	40.62
32	00	SHIM	SHIM FOR WALL MOUNT- SMOKE	1	115.00	115.00
33	00	INSTALLATION - T	Installation of various items	1	2,045.00	2,045.00

Sub Total: 6,151.48

Total Tax: 0.00

**TOTAL AMOUNT - USD 6,151.48**

**This Quote will expire on:** December 13, 2014

**TERMS AND CONDITIONS**

CANCELLATION & CHANGES



**Fluid Interiors**  
 100 North 6th Street  
 Suite 100A  
 Minneapolis, MN 55403  
 Phone: 612-746-8700  
 Fax: 612-746-8701  
 Email/Web: www.fluidinteriors.com

**Quotation**

**Page: 3 of 4**

**Project:** 11093  
**Proj Desc:** Workstations  
**Quote:** 11093.001  
**Status:** New

**Sold To:** 88-00  
 City of Inver Grove Heights  
 8150 Barbara Ave  
 Inver Grove Heights, MN 55077

**Bill To:** 88-00  
 City of Inver Grove Heights  
 Attention: Accounts Payable  
 8150 Barbara Ave  
 Inver Grove Heights, MN 55077

**Ship To:** 88-00  
 City of Inver Grove Heights  
 8150 Barbara Ave  
 Inver Grove Heights, MN 55077

Date Entered	Customer PO	Salesperson	FOB	Terms
11/13/2014	TBD	Kristin Root	D	Net 15 Days

In the event that this proposal is accepted by the buyer and becomes an order, it is understood and agreed that it cannot be canceled except by mutual consent. The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer. All requests for changes in quantity or specification shall be delivered to the seller in writing.

**CLAIMS**

All claims shall be deemed waived unless made in writing delivered to Seller within seven days after receipt of goods by buyer. In no event will any claim be entered after goods have been cut or otherwise processed. Buyer shall afford seller prompt and reasonable opportunity to inspect goods at to which any claim is made as above stated. Seller reserves the right, at its sole discretion, to remedy any claimed defect in the goods or to replace such goods. If not replaced by seller as herein provided, seller's liability shall be limited to the stated selling price of any defective goods. Seller shall in no event be liable for buyer's manufacturing costs, lost profits, good will or other special or consequential damages.

**DELAYS**

Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond seller's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental act or regulations. If delivery cannot be made, as per the scheduled date, because of building conditions, furniture will be placed in storage either in seller's warehouse or a public warehouse (at the option of the seller). Buyer will pay, as additional charges, any warehousing and delivery charges where applicable.

**PRODUCT ISSUES**

Slight variations in wood product grain or color due to product age or natural differences in graining structure are beyond the control of seller. Minor variations between finishes in products provided by single or multiple manufacturers are also considered to be acceptable. Fabrics and painted products are subject to dye lot differences which can cause minor variations in color. Such slight variations are generally acceptable and are beyond the control of seller. No products may be rejected due to reasonable variations in wood grain, finish or dye lot differences.

**RETURNS**

All merchandise specially manufactured or not regularly stocked by seller constitutes a special order and is non-returnable without seller approval, and without reimbursement of loss and associated expenses incurred by seller in accepting the return. Restocking fees are typically greater than 25%.

**WARRANTY**

Seller disclaims any warranty, expressed or implied including the implied warranty of merchantability or fitness for particular purpose. Buyer agrees to rely solely on manufacturer's warranty. Seller will not be liable for any damages, losses, or claims, including claims for personal injury arising from the use or misuse of product. Buyer agrees to look solely to the manufacturer for any claims arising out of any alleged defect in the product.

**PRICING & PAYMENT**

**Credit**—Buyer's credit approval is required, at seller's sole option and discretion, prior to the acceptance of any offers and shipment or delivery of any goods or merchandise. Once given, credit approval is subject to revocation by seller at any time without notice and in such event, seller may either require payment prior to delivery to Buyer of C.O.D. In no event shall credit be granted for the additional costs of installation that may be required.

**Deposit**—Unless buyer has an approved open account, payment schedule will be as follows: 50% deposit with order, balance within 15 days from date of invoicing.

**Partial Shipments**—Seller reserves the right to make and invoice partial shipments.

**Payment**—Seller's terms are net 15 from date of invoice. The buyer agrees to pay a finance charge of one and a half percent (1 1/2 %) rate per month at the annual percentage rate of 18% on all delinquent invoices as well as all collection expenses, attorney fees and court costs which the seller may incur by reason of the buyer's default of payment.

**Pricing**—Prices quoted are good for 15 days from the date of this quotation. Unless specifically stated, prices do not include any applicable taxes, which are to be additional and paid for by the buyer.

**DELIVERY & INSTALLATION**

**D&I Schedule**—Seller will inform buyer of an estimated date of delivery ("Estimated Delivery Date") when seller receives an estimated shipping date from its supplier or manufacturer. The estimated delivery date is not a guaranteed delivery date. Buyer recognizes and acknowledges that the Estimated Delivery Date is merely an estimate and is subject to change by seller without notice.

**Electrical Base Building Connection**—Hardwiring of electrical is not included and must be supplied by licensed electrician.

**Installer's Responsibility**—The installers are responsible for clearing all furniture packing materials from the site, cleaning the furniture they installed and noting any warranty work or parts needed during a final walk through inspection with the buyer.

**Job Site Conditions**—The job site must be ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided. Job sites not ready to accept furniture will be subject to additional



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**Quotation**

Page: 4 of 4

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Date Entered	Customer PO	Salesperson	FOB	Terms
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fees. Job is quoted as a single phase, additional phasing due to unfinished construction will result in additional fees. If dust created by on-going construction activity, during or after our installation, causes us additional costs in cleaning, there will be a charge based on Time and Materials. It will be the responsibility of others to keep furniture installation area free from construction dust. Vacuuming is not included.

Job Site Services—Electric current, heat/ventilation, hoisting and/or elevator service will be furnished without charge to seller. Stair Carry is NOT included. Labor—Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the seller's own installation personnel or subcontractor, resulting additional costs will be paid by buyer.

Loss or Damage—After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the buyer, and the buyer agrees to hold the seller harmless from loss for such reasons.

Normal Business Hours—Delivery and installation work will be performed by the seller's staff during normal business hours Monday through Friday unless other specific agreements are made in writing and included with the proposal. Installations done after normal business hours, on weekends or holidays will be subject to an additional overtime charge and subject to the seller's acceptance, unless such agreement was specifically agreed to in the final proposal. Work order changes must be done in writing and signed off by both parties prior to performance.

Special Packaging—If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the buyer.

Staging & Storage Space—Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage space will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of such moving will be reimbursed by the buyer.

Warehousing—In the event that delivery is postponed (beyond the original delivery date) at the customer's request, seller reserves the right to transfer the product to storage at the customer's risk. Such transfer to Storage will be deemed delivery to the customer for all purposes including insurance liabilities, invoicing and payment. Storage charges will be assessed for merchandise held in our warehouse at the customer's request for over thirty (30) days.

**GENERAL TERMS & CONDITIONS**

Acceptance—This order acknowledgment is the final expression of the agreement between the customer and seller and supersedes all prior or contemporaneous oral and written statements regarding the order. This acknowledgment includes and is subject to all of the terms and conditions set forth herein. The acknowledgment may only be modified in writing by seller, or by a revised acknowledgment duly issued by seller.

Insurance—Public Liability, Workers Compensation, Property Damage, Automotive and Occupational Disease insurances are all carried by seller. Fire, tornado, flood and other such insurances directly related to the installation site are the buyer's responsibility. The risk of loss passes from the seller to the buyer upon delivery of the merchandise to the installation site.

Security Interest/Title—Title to all goods will not pass to customer, and all merchandise shall remain the property of seller, until it has been paid for in full. Failure to pay for merchandise with payment terms may result in repossession of the merchandise. Seller reserves a security interest in, and shall have the right to repossess without court order, all delivered merchandise for which payment in full has not been received. Purchaser agrees to pay costs and expenses, including attorney's fees resulting from actions taken to repossess merchandise.

Fluid Interiors, LLC By \_\_\_\_\_ Date \_\_\_\_\_

Client/Buyer By \_\_\_\_\_ Date \_\_\_\_\_

Sub Total: 6,151.48  
 Tax: 0.00  
**Total: 6,151.48**

Signature

Title

Date

**EXHIBIT C  
TO LEASE AGREEMENT**

**LEASED SPACE RULES AND REGULATIONS**

1. Any sign, lettering, picture, notice or advertisement installed on or in a part of the Leased Space and visible from the exterior of the Leased Space, shall be installed at TENANT's sole cost and expense, and in such manner, character and style as LANDLORD shall approve in writing. Anything herein to the contrary notwithstanding, approval as to signs shall be subject to LANDLORD's approval which may be withheld in LANDLORD's sole discretion. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.
2. TENANT assumes full responsibility for protecting its personal property contained in the Leased Space from theft, robbery and pilferage
3. TENANT shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules and shall not directly or indirectly make any use of the Leased Space which may be prohibited by any of the foregoing or which may be dangerous to persons or Leased Space or may increase the cost of insurance or require additional insurance coverage.
4. The Leased Space shall not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.
5. Unless expressly permitted by the LANDLORD, no additional locks or similar devices shall be attached to any door or window and no access cards other than those provided the LANDLORD shall be made for any door. Upon termination of this Lease or of TENANT's possession, TENANT shall surrender all access cards of the Leased Space.
6. The restrooms, drinking fountains and other plumbing fixtures shall not be used for any other purpose other than that for which they are constructed, and no sweepings, rubbish, rags, coffee grounds or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by TENANT who, or whose employees, agents have caused same. No person shall waste water by interfering or tampering with the faucets or otherwise.
7. TENANT shall be responsible for any damage to the building or the Leased Space caused by its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Leased Space, and shall make all repairs and improvements required by LANDLORD in connection with the use or moving of such articles.
8. Wherever in these Leased Space Rules and Regulations the word "TENANT" occurs, it is understood and agreed that it shall mean TENANT's employees, agents, clerks. Wherever the word "LANDLORD" occurs, it is understood and agreed that it shall mean LANDLORD's employees, agents, clerks and visitors.
9. LANDLORD shall have the right to enter upon the Leased Space at all reasonable hours for the purpose of inspecting the same.
10. Alterations of any nature to the Leased Space by TENANT shall require written approval of LANDLORD. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.

11. TENANT and TENANT's employees and agents shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as LANDLORD or LANDLORD's agent may from time to time adopt which do include the attached five pages of City of Inver Grove Heights BUILDING USE POLICY. Reasonable notice of any additional rules and regulations shall be given in such manner as LANDLORD may reasonably elect.
12. LANDLORD reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in LANDLORD's judgment, for its best interest. TENANT reserves the right to refuse compliance with any subsequent additional rules and regulations added to those agreed to at the time of signing the Lease.
13. To the extent these rules are in conflict with the terms of the Lease, the terms of the Lease shall rule and govern.

## **EMPLOYEE USE GUIDELINES FOR THE INVER GROVE HEIGHTS CITY HALL**

**October 2011**

### **GENERAL STATEMENT**

We are very proud of our new facility! The modern, comfortable workspace for staff and the enhanced features and meeting spaces for our visitors must be maintained and used in a manner that ensures the longevity and condition of the building and its contents. To that end, it is essential that City employees adhere to and assist in enforcing the guidelines and procedures outlined in this policy.

Disclaimer: The guidelines in this policy may be subject to change after staff move into the new facility and building functionality is assessed. Any suggestions and or recommendations should be brought to the attention of the Assistant City Administrator.

*Please keep in mind that there are no “private” areas in this facility. While certain offices and workspaces have been assigned to certain employees, this is a public building. All offices and workspace have the potential to be visited by a member of the public, or inspected by the employer.*

### **ROOM RESERVATION**

Business hours for City Hall are 8:00 a.m. – 4:30 p.m. Monday through Friday, although a good number of evening meetings take place every week.

While the City Hall was designed to serve the meeting needs of City staff and residents, at this time we are not allowing after hours use of meeting rooms by residents. If a resident should inquire about meeting space, please direct them to the VMCC.

Meetings at City Hall that are organized and attended by staff will have priority for room reservation.

When leaving a conference room after a meeting, please clean up after yourself and your guests. please leave the room in the condition in which you found it.

The following conference rooms may be reserved and used:

- Mayors Conference Room (small conference room, 1 large table, seats up to 10)
- Cahill Conference Room (large conference room, , seats up to 12 for meetings)
- Babcock Conference Room (small conference room, seats up to 10 for meetings)
- Blaine Conference Room (small conference room, seats up to 10 for meetings).

These conference rooms may be reserved on a first come, first served basis, with priority given to staff during the workday hours from 8:00 a.m. – 4:30 p.m.

Rooms may be reserved for ongoing, regularly scheduled meetings. These rooms may be reserved via Outlook Calendar. Rooms are reserved on a first-come-first-served basis.

Conference Rooms in the Public Safety Department are to be used primarily by those personnel. You may however, continue to use the Training Room on the Lower Level for larger meetings, presentations, lectures, etc.

## **PARKING**

Employees working on the Public Safety side of the building may use the lot located directly outside of the detention area. Employees should park in the spaces farthest from the entrance doors to leave spaces for customers.

City Hall employees should park in the lot on the east side of the building, leaving the 13 spots designated for City Vehicles to the Inspections and Engineering vehicles. Employees should park away from the door to allow ample parking for our customers.

City Hall employees should not park in the spaces located along the drive between City Hall and the Funeral Home. Again, those spaces are reserved for our customers.

There is ample parking for all employees.

The squad garage is for designated Police and Fire vehicles only. Unless specifically authorized by the City Administrator, no other vehicles, including any personal vehicles, can be parked in the garage.

## **BUILDING ACCESS**

City Hall employees and other Department Head-designated offsite employees will be issued access cards that will provide access to the entry off the corridor. These cards are essential for access into the building.

Those employees entering the building after being in the field must enter at the lower level entrance adjacent to the locker room and change out of their muddy or wet equipment. Please do not bring mud, snow, water or other materials in on your shoes or boots.

## **WORK SPACE GUIDELINES**

### **Music/Radios/CD players**

Music/radios/CD players, etc. are not allowed at or near service counters. Music/radios/CD players, etc. may be used in offices or work stations only if they are operated at sound levels that are not discernable to the public, phone clients or fellow employees. Employees must respect the work space of fellow employees.

### **Plants**

Plants will be limited to the confines of workstations and private offices. No hanging plants of any kind are allowed. No pots can sit on the floor of workstations and all pots must have trays to prevent water damage. Plants cannot be placed on top of overhead cabinets. No plants are allowed in the common/public areas unless first approved by the City Administrator.

### **Files/storage/clutter**

The accumulation of files, piles of stuff or boxes on or under desks, countertops and floors is to be avoided. The building is equipped with several storage rooms and filing areas. Rarely used materials should be stored in these areas. Items within workspaces must not be higher than the wall of the cubical. No items may be placed on top of overhead cabinets. Nothing may be hung or placed over the sides of workstations or over the glass panels. Coats, etc. must be kept in the lockers located in each workstation, on coat hooks in private offices or in coat closets.

### **Tackboards**

There is a tackboard in every workstation and private office. **Nothing may be taped or tacked onto any window or wall surface (including workstation walls) or doors. Official City maps are the only exceptions.**

### **Framed pictures/plaques/artwork**

Framed items such as photographs and certificates may be hung in workstations and offices. Consideration should be given to the proportion of the item to the space on the wall. **Only the building maintenance staff can hang these items in offices** – you may request their assistance by leaving them an email message at [dhalverson@invergroveheights.org](mailto:dhalverson@invergroveheights.org). Your request will be considered on a first-come-first-served basis. **Nothing may be taped or tacked to any door, wall or window surface.**

### **Small appliances**

No refrigerators, microwaves, coffee makers or other small appliances of that nature can be kept and used in private offices and workstations (cup warmers are okay). In order to ensure that the building mechanical systems work properly, no space heaters or fans will be allowed. Temperatures in areas may be adjusted – please see the Assistant City Administrator. Unless expressly authorized by the City Administrator, small appliances must be restricted to and used in break room and lunchroom areas only.

### **Temporary Decorations**

Temporary decorations include, but are not limited to, wall decals, clings, lights, etc. No decorations may be hung from the ceiling or posts. Any temporary decorations must be stationary and be able to fit on an employee's desk surface. No lights may be hung along workstation walls. Common areas may not be decorated without the express consent of the City Administrator. Temporary decorations must be removed immediately after the holiday or event.

### **Window coverings**

Consideration must be given to all employees working in common space areas with regards to window blinds. Please make an effort to keep the blinds in your area uniformly open or shut, as well as keeping the height of the blinds uniform.

No sun catchers or other items may be hung from any of the windows.

### **Office walls**

No offices may be painted or covered in wallpaper, unless expressly authorized by the City Administrator. Paint color is to be consistent throughout the building and offices cannot be personalized in this manner.

### **SMOKING**

Smoking will not be allowed in front of any of the doors. Please move away from the doorway and dispose of your waste in an appropriate location and container.

### **PUBLIC NOTICE BOARD**

The locked display case located near the main entrance is for the posting of notices of interest to the public. If your Department would like to have an announcement posted for the benefit of the public, please get the key for the notice board from the Deputy Clerk. Items posted in this case must be removed in a timely manner.

**Nothing may be taped onto any window or wall surface in the building! This includes doors. Only announcement boards may be used to post announcements.**

### **COFFEE BREAK AREAS**

Each Division/Group is responsible for the cleanliness and upkeep of its break area. These areas must be kept clean and picked up at all times, including the sink, counter top, refrigerator, microwave and coffee pot. Coffee pots must be turned off at the end of each work day. Dirty dishes cannot be left in the sink or on the counter top overnight!

### **LUNCH ROOMS**

Employees are expected to clean-up after themselves. Dirty dishes may not be left out overnight. Any dishes or food items left out overnight will be thrown away. Public vending machines are located on the first floor at the main stairway on the Public Safety side of the building and in the lower level of City Hall. A public drinking fountain in the hallway off the concourse and staff drinking fountains are located throughout the building.

### **COUNCIL CHAMBERS**

No food or beverages, with the exception of water, will be allowed in the Council Chambers. This space is to be used primarily for City Council, EDA and Planning Commission meetings and other meetings that require cable-casting. Because furniture cannot be easily moved in the Chambers, staff should use the three public conference/training rooms instead. Make sure all lights and equipment is shut off when the room is not in use.

#### **ART WORK**

Art work in the public spaces and common areas will be coordinated through the City Administrator's office.

#### **EMPLOYEE ANNOUNCEMENT BOARD**

Bulletin boards are located in each of the staff lunchrooms and are used to post educational and job opportunities as well as state and federally mandated employment posters. **Nothing may be tacked or taped to any window, wall surface or door.**

#### **ROUTINE MAINTENANCE AND REPAIR**

Email all repair and routine maintenance requests to the Director of Parks and Recreation at [ecarlson@invergroveheights.org](mailto:ecarlson@invergroveheights.org) . The requests will be reviewed and responses will be on a priority basis.

***Thank you for your consideration in complying with this policy!***