

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, June 8, 2015
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Minutes – May 26, 2015 Regular Meeting _____
 - B. Resolution Approving Disbursements for Period Ending June 2, 2015 _____
 - C. Approve Transfer to City of Inver Grove Heights Economic Development Authority (EDA) _____
 - D. Approve Purchase of Park & Recreation Software _____
 - E. Resolution Approving 2015 – 2016 Non-Union Compensation Plan _____
 - F. Approve City Administrators 2015 Salary Adjustment _____
 - G. Approve Temporary Liquor License Church of St. Patrick _____
 - H. Approve Liquor License Extension for King of Diamonds _____
 - I. Approve the Custom Grading and the Drainage and Utility Easement Agreements for 7102 Bester Avenue _____
 - J. Resolution Receiving and Accepting Proposal for Professional Services from Kimley-Horn and Associates, Inc. for City Project No. 2014-11 – Argenta Trail and Trunk Highway 55 _____
 - K. Accept Proposals for Professional Services for Valuation of Blackstone Ridge Right-of-Way (ROW) and Easements for Future Argenta Trail _____
 - L. Release of Escrow; Custom Grading Agreement; Inver Hills Ninth Addition _____
 - M. **CITY OF INVER GROVE HEIGHTS**; Approve a resolution approving two-year renewal of advertising bench permits _____
 - N. Personnel Actions _____
5. **PUBLIC COMMENT**: Public comment provides an opportunity for the public to address the Council on items that are

not on the Agenda. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARINGS:

A. AMC Theatre Liquor License Application _____

B. City Project 2015-09E – 47th Street Area Reconstruction; Bethesda Evangelical Lutheran Church property located at 2855 47th Street, Inver Grove Heights – Waiver Agreement Relating to Special Assessments _____

7. REGULAR AGENDA:

FINANCE:

A. CITY OF INVER GROVE HEIGHTS: Resolution Calling Public Hearing on the Intention to Issue General Obligation Street Reconstruction Plan Bonds and the Proposal to Adopt a Street Reconstruction Plan Therefor _____

COMMUNITY DEVELOPMENT:

B. MATTHEW GENS; Consider the Third Reading of an Ordinance Amendment to Title 10 of the City Code (Zoning Ordinance) to amend the definition of Single Family Dwelling, and to add the use of Supervised Student Housing as an Interim Use in single family residential zoning districts. Item tabled from May 25. _____

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS: Draft Tobacco Licensing and Inspection Ordinance and consider Resolution for Fee Schedule _____

8. MAYOR & COUNCIL COMMENTS:

A. WATRUD: Consider Amendment to Improvement Agreement _____

9. EXECUTIVE SESSION

A. Consider Property Acquisition of 6140 Doffing Avenue

B. Consider Property Acquisition of 6455 Doffing Avenue

C. Consider Property Acquisition of 6863 Dickman Trail, 6840 Dixie Avenue, and 6900 Dixie Avenue

D. Consider Property Acquisition of 9250 Courthouse Boulevard _____

9. ADJOURN

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Amy Jannetto at 651.450.2510 or ajannetto@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 26, 2015 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, May 26, 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, Chief Stanger, and Recording Secretary Fox.

3. PRESENTATIONS:

Mr. Lynch introduced the new City Government Intern, Michelle Calvert. He stated Ms. Calvert was currently a graduate student at Hamline University pursuing a Master's Degree in Public Administration. He explained Ms. Calvert would assist all departments in the City with various projects and activities.

4. CONSENT AGENDA:

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

- A. i) Minutes of May 11, 2015 Regular City Council Meeting
iii) Minutes of May 18, 2015 Special City Council Meeting
- B. Resolution No. 15-88** Approving Disbursements for Period Ending May 19, 2015
- C.** Approve Purchase of Fitness Equipment for the VMCC/Grove
- D.** Approve Award of Quotes for Tennis and Basketball Court Resurfacing
- F.** Approve Purchase of Capital Equipment
- G. Resolution No. 15-89** Accepting the MS4 Annual Report
- H. Resolution No. 15-90** Receiving and Accepting Amendment to Proposal for Professional Services from Kimley-Horn and Associates, Inc. for City Project No. 2014-11, Argenta Trail and Trunk Highway 55
- I.** Approve Therapeutic Massage License
- J.** Approve Collective Bargaining Agreement between the City of Inver Grove Heights and Law Enforcement Labor Services, Inc. (Local 189) Police Sergeants for the Years 2015-2016
- K.** Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- E.** Approve Purchase of GreenCity GIS

Councilmember Piekarski Krech questioned how the product was selected and what it would do for the City.

Patrick Mylan, Technology Manager, stated GreenCity GIS was an extension to a software product the City already owned. He explained the product would help staff inventory and manage all park assets. He stated all park assets were currently maintained in a master geodatabase and the new software would connect to the existing data within the geodatabase. He noted the new software also had several output features for public use through the City's website, such as a "park finder".

Councilmember Piekarski Krech questioned who would be responsible for inputting data and how reliable the software was.

Mr. Mylan stated Edina and Shakopee were both using the software, along with other cities across the country.

Councilmember Piekarski Krech stated she was concerned about the reliability of the product.

Mr. Mylan stated because it was an extension of an existing software package the City already paid to maintain the new software would not cost the City any additional money beyond the initial purchase. He opined the new software would provide valuable tools for the City's decision makers as well as the general public.

Councilmember Hark questioned if there would be an additional cost to link the software to the City's website.

Mr. Mylan replied in the negative.

Councilmember Hark questioned how all the requests and contacts generated would be funneled into the system and managed.

Mr. Mylan stated the City had one master database, for everything geographical, housed within the ESRI GIS software. He explained the City had multiple, different applications and software suites that were integrated within that geodatabase.

Councilmember Hark questioned what assurances there were that all of the information coming into the City was getting entered into the geodatabase.

Mr. Mylan stated the onus was on the employees to enter information into the system that was submitted or reported by the public. He explained the system had the ability to create work requests and work orders that could be emailed to employees in the field, as well as a historical component that would allow staff to track completed work orders.

Councilmember Hark questioned if the system could generate an alert to remind employees to follow-up with the individual who had submitted the complaint or work request.

Mr. Mylan responded in the affirmative.

Councilmember Hark questioned what the relationship would be between the new software and the service requests module currently on the City's website.

Mr. Mylan stated there currently was no link between the two systems because the City had not purchased the website integration component.

Councilmember Hark stated he was concerned about the follow-up and reconciliation of work requests if staff was dealing with multiple systems. He noted it was a more general, larger-scale concern about the overall management of public complaints and work requests.

Mayor Tourville stated one of the biggest benefits of the new software was that it would integrate with the City's existing GIS data.

Councilmember Hark clarified that he liked the GreenCity GIS application, his main concern was that the different systems would be able to work together.

Councilmember Bartholomew questioned if the contract would run through the end of the year or if the anniversary date would be at the same time in 2016.

Mr. Mylan stated the contract would run for a full year with the anniversary date in 2016.

Jim Huffman, 4237 Denton Way, stated he supported the purchase of the new software because it would help the Parks and Recreation staff in the field.

Motion by Bartholomew, second by Tourville, to approve the purchase of GreenCity GIS

Ayes: 5

Nays: 0 Motion carried

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS: Consider Resolution Ordering Project and Authorizing Plans and Specifications for the 2014 Improvement Program, City Project No. 2014-11, Argenta Trail South Project Area Street Improvements, including Amana Trail and 77th Street West (County Project No. 63-25)

Mr. Thureen explained the alignments for the project were previously selected by the Council and the County Board earlier in the year. He stated the project would involve the realignment and reconstruction of Argenta Trail into a four-lane section up to Amana Trail, and then transition back to a two-lane roadway going north. The project would also include the reconstruction and realignment of 77th Street. Amana Trail would also be constructed to the existing comparable section to the east and would tie into realigned Argenta Trail at a full-access intersection. Intersection improvements at Argenta Trail and T.H. 55 would also be completed. He stated when the study process began it was initially thought that five (5) parcels would need to be acquired to construct the project. As more detailed information was obtained through the study process the total number of acquisitions was able to be reduced to four (4) parcels. The partial acquisition of seven (7) parcels would be required for permanent right-of-way, and nine (9) parcels would have temporary easements throughout construction of the project. The total estimated cost of the project, based on the feasibility study was \$15-\$16 million. He noted the County was in the process of obtaining appraisals for acquisitions and the final design process would help further refine the cost estimates. He added that the three agencies involved, MnDOT, Dakota County, and the City, would provide funding towards the project. He stated MnDOT currently had \$425,000 programmed for the intersection improvements at T.H. 55. After the State's contribution towards the project, the remaining balance would be split 55/45 between the County and the City as per the County's transportation policy.

Mayor Tourville encouraged staff to continue working with MnDOT to see if more funding could be contributed to the project for the safety improvements on a State highway.

Councilmember Piekarski Krech questioned if the State would give any consideration to reducing the speed through the corridor.

Mr. Thureen stated it was unlikely at this point. He explained staff recommended that any approval to order the project be contingent upon Council adopting a financing plan and approving a joint powers agreement with Dakota County for the property acquisitions and construction of the project. He noted staff would still like to move forward with the plans and specifications.

Councilmember Bartholomew questioned what the policy was with respect to remnants of parcels after right-of-way acquisition.

John Sass, Dakota County, stated the majority of the time the County relies on the appraiser to determine the viability of the remnant. He explained if the remnant did not have a public purpose for the road construction project it generally was not purchased.

Motion by Bartholomew, second by Piekarski Krech, to close the hearing

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 15-91 Ordering the Project, and Authorizing Plans and Specifications for the 2014 Improvement Program, City Project No. 2014-11, Argenta Trail South Project Area Street Improvements, including Amana Trail and 77th Street West (County Project No. 63-25)

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS: Consider Third Reading of an Ordinance Amending Inver Grove Heights City Code related to Massage Therapist and Massage Business Licensing

Mr. Kuntz stated this was the third reading of an updated Massage Therapist and Massage Business Licensing ordinance. The ordinance was due for an overhaul, both in terms of definitions and focus, and there had been no changes since the second reading.

Councilmember Hark questioned when the ordinance would be effective.

Mr. Kuntz stated the ordinance would take effect five (5) days after publication.

Motion by Piekarski Krech, second by Bartholomew, to adopt Ordinance No. 1293 amending Inver Grove Heights City Code related to Massage Therapist and Massage Business Licensing Regulations

Ayes: 5

Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

B. CITY OF INVER GROVE HEIGHTS: Consider the Third Reading of an Ordinance Amendment to Title 10 of the City Code (Zoning Ordinance) to amend the definition of Single Family Dwelling, and to add the use of Supervised Student Housing as an Interim Use in Single Family Residential Zoning Districts

Mr. Link stated the application was submitted by New Aspiration International House, a non-profit organization that offers students from Mongolia an opportunity to further their education at Inver Hills Community College. The program allowed students to live with a family in a single-family residence, a use not allowed under current City Code regulations. The proposed ordinance amendment would permit the use as an interim use for as long as the organization owned the home and had students living there. The applicant would be required to apply for an interim use permit at such time that a home was actually purchased. He noted the interim use application would require a public hearing process. He explained at the second reading of the ordinance Council directed three (3) changes to the draft ordinance. The first change was to incorporate minimum square footage requirements for the number of people per bedroom from the International Property Maintenance Code, which required a minimum of 70 square feet in size. The first student would be required to have at least 70 square feet and each additional student would be required to have at least 50 square feet. The second change was to incorporate language which explicitly stated that the single-family residence would have to meet state building and fire code requirements. The third change was the addition of a requirement that the single-family residence be inspected by the Chief Building Official. He explained one outstanding issue to be resolved related to the maximum number of students that would be allowed to live in the home at one time. He stated staff's recommendation was to

reference the square footage requirements of the International Property Maintenance Code and to limit the maximum number of students per house to eight (8).

Councilmember Mueller questioned how many bathrooms would be required.

Mr. Link stated he believed only one (1) functioning bathroom was required and he was unaware of any building code regulations related to the number of bathrooms required per person.

Councilmember Mueller expressed concern about parking issues in the neighborhood.

Mr. Link clarified that the program did not allow the students themselves to have vehicles. He noted the applicant would have to come back before the Council to request an interim use permit once a property was purchased. The Council would have the opportunity at that time to further analyze any potential parking concerns.

Councilmember Mueller questioned if the applicant would be required to apply for the interim use permit prior to purchasing the home or after the home was purchased.

Mr. Link stated that would be the applicant's decision. He noted the applicant would not be allowed to have the particular use on the property until such time that an interim use permit was approved.

Mayor Tourville stated the applicant would likely purchase the home with a contingency in place that they be able to obtain the interim use permit prior to the closing date. He suggested that the inspection by the Chief Building Official be required on an annual basis.

Ken Detlie, 7071 River Road, questioned if the property would be taxed as a single-family residence.

Councilmember Piekarski Krech stated the proposed use was more in line with that of a single-family use of the property. She explained the interim use would be limited to this specific type of program for students.

Mayor Tourville stated the County would make the final determination on the tax status of the property.

Matthew Gens, 16856 Whitewood Avenue, Prior Lake, asked the Council to allow the use within the PUD zoning districts because those areas of the City would be very desirable locations given their proximity to Inver Hills.

Mr. Link stated staff would not have an issue with the proposed change.

Councilmember Piekarski Krech clarified that properties within the PUD districts still had specific zoning classifications.

Mr. Link stated the ordinance could be changed to allow the interim use within PUD-residential zoning districts.

Mr. Kuntz noted that the PUD-residential zoning districts would not include properties zoned R-3.

Mr. Link suggested identifying PUD single-family residential zoning districts in the ordinance.

Mr. Kuntz stated that would work.

Mr. Gens requested that the language regarding the 70 square foot minimum for each person be amended to read, "70 square feet for the first student or a minimum of 50 square feet for each student". He explained many older homes have rooms that are 10 feet by 11 feet in size and two (2) students would not be able to share a room of that size under the current proposed regulation.

Mr. Link stated staff would not object to the proposed change. He suggested that the language be amended to read, “a minimum of 70 square feet for the first student and a minimum of 50 square feet of floor area for each student”.

Mr. Gens opined that did not resolve the issue because it did not clearly differentiate between having just one student in a room and having more than one student in a room.

Mr. Link suggested the language read, “every bedroom used to house students shall contain a minimum of 70 square feet, and every bedroom occupied by more than one student shall contain a minimum of 70 square feet for the first student or, if more than one student, 50 square feet per student”.

Councilmember Piekarski Krech stated the proposed language defeated the purpose of implementing the 70 square foot standard from the International Property Maintenance Code.

Mr. Gens suggested one sentence that read, “every bedroom occupied by one student shall contain a minimum of 70 square feet” and a second sentence that read, “every bedroom occupied by more than one student shall contain a minimum of 50 square feet per student”.

The Council agreed with the two-sentence provision proposed by the applicant.

Mr. Kuntz suggested that there also be language to clarify that in no case shall the maximum number of students per dwelling exceed eight (8).

Mr. Gens stated his organization did not agree with the recommended cap of eight (8) students. He explained his understanding from the two previous readings of the ordinance was that the City would allow for a sliding scale, based on the size of the home, to determine the maximum number of students allowed to be living at the home at one time.

Mayor Tourville opined he had never been in favor of the sliding scale approach.

Councilmember Piekarski Krech stated the sliding scale could lead to situations in which the use on the property could be considered multi-family housing because it would resemble a dormitory.

Mr. Link stated staff did look into the sliding scale that was proposed and the number of students living in the home ranged from 15 – 20 and staff did not feel comfortable with allowing that in a single-family home.

Mr. Gens stated it was not their intent to cause issues in a quiet, residential neighborhood.

Mayor Tourville opined that the ordinance would not just apply to this particular scenario with this particular organization. He stated the Council had to consider the ordinance from a broader perspective to protect the City and future applicants for the interim use.

Mr. Gens stated the intent was to develop an ordinance that would allow the program to grow in the future.

Councilmember Bartholomew stated his perception from the previous discussions with the Council was that the preference would be to have a maximum number of students written into the ordinance because they did not want to create a scenario in which the equivalent of a dormitory was in a residential neighborhood.

Mayor Tourville stated the interim use may fit better in a larger zoning district, such as on Agricultural property.

Councilmember Piekarski Krech stated once the ordinance is approved, the maximum number of students would be set. She suggested that the organization may want to postpone the third reading of the ordinance to discuss their future plans and determine if they could make the program work within the scope of the regulations set forth in the ordinance.

Mr. Gens stated he would prefer to move forward with the third reading of the ordinance. He questioned how additional staff from the organization would affect the maximum number of students allowed to be living in the home at one time.

Mr. Link stated the current language of the ordinance would not provide for other members of the organization to be living in the home.

Mr. Gens questioned how his family of five factored into the overall maximum number of people that would be allowed to live in the home.

Mr. Link stated the definition of a family was people related by blood, regardless of the number of children, or four (4) unrelated people.

Mr. Gens stated this would not be an instance of students living with his family because he and his wife were staff of an organization that would be housing students from Mongolia. He stated he and his wife would be responsible for the supervision of the house on behalf of the organization. He questioned if there could be flexibility to allow other staff members from the organization to live in the home as well.

Mayor Tourville stated the maximum number of students would then need to be reduced.

Mr. Link stated that the definition of family would need to be changed and that had greater repercussions for the rest of the ordinance.

Mr. Lynch recommended tabling the third reading of the ordinance because there seemed to be too many points of contention between staff and the applicant. He suggested that the applicant could meet with staff to further discuss his proposed revisions to make sure that all of the potential issues were being adequately analyzed and addressed. He stated all parties involved needed some level of assurance that they understood what would be contained in the ordinance.

Motion by Bartholomew, second by Piekarski Krech, to table the Third Reading of an Ordinance Amendment to Title 10 of the City Code (Zoning Ordinance) to amend the definition of Single Family Dwelling, and to add the use of Supervised Student Housing as an Interim Use in single family residential zoning districts to June 8, 2015

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Mr. Lynch stated staff negotiated an assessment agreement with Bethesda Lutheran Church but did not have enough time to prepare the information for Council action at this meeting. He requested that Council continue the item and table further action until June 8, 2015.

Motion by Piekarski Krech, second by Hark, to table negotiations with Bethesda Lutheran Church to June 8, 2015

Ayes: 5

Nays: 0 Motion carried.

9. ADJOURN: Motion by Mueller, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 8:35 pm

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 8, 2015
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 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

Approve the attached resolution approving disbursements for the period of May 20, 2015 to June 2, 2015.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 2, 2015. The detail of these disbursements is attached to this memo.

| | |
|---------------------------------|----------------|
| General & Special Revenue | \$122,802.05 |
| Debt Service & Capital Projects | 21,971.25 |
| Enterprise & Internal Service | 853,525.14 |
| Escrows | 16,053.20 |
| | _____ |
| Grand Total for All Funds | \$1,014,351.64 |

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

Attached to this summary for your action is a resolution approving the disbursements for the period May 20, 2015 to June 2, 2015 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 2, 2015**

WHEREAS, a list of disbursements for the period ending June 2, 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 | \$122,802.05 |
| Debt Service & Capital Projects | 21,971.25 |
| Enterprise & Internal Service | 853,525.14 |
| Escrows | 16,053.20 |
| Grand Total for All Funds | <u><u>\$1,014,351.64</u></u> |

Adopted by the City Council of Inver Grove Heights this 8th day of June, 2015.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Clerk

Expense Approval Report

By Fund

City of Inver Grove Heights

Payment Dates 5/20/2015 - 6/2/2015

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|------------------------------------|---------------------------|------------|-------------------------|-----------------------|-----------|
| ABDO, EICK & MEYERS, LLP | 347815 | 05/27/2015 | 43697 | 101.41.2000.415.30100 | 7,102.00 |
| ACE PAINT & HARDWARE | 524137/5 | 05/18/2015 | 501126 | 101.42.4200.423.40042 | 7.50 |
| ACE PAINT & HARDWARE | 524148/5 | 05/20/2015 | 501126 | 101.43.5200.443.60016 | 16.98 |
| AFSCME COUNCIL 5 | INV0040630 | 05/15/2015 | UNION DUES (AFSCME FAIR | 101.203.2031000 | 66.08 |
| AFSCME COUNCIL 5 | INV0040631 | 05/15/2015 | UNION DUES (AFSCME FULL | 101.203.2031000 | 733.76 |
| AFSCME COUNCIL 5 | INV0040632 | 05/15/2015 | UNION DUES (AFSCME FULL | 101.203.2031000 | 86.00 |
| AT & T MOBILITY | 287237771092x05122015 | 05/27/2015 | 287237771092 | 101.41.1000.413.50020 | 183.50 |
| AT & T MOBILITY | 287237771092x05122015 | 05/27/2015 | 287237771092 | 101.43.5100.442.50020 | 64.93 |
| BETTS, BETH | 1063 | 05/20/2015 | 5/6/15 | 101.44.6000.451.30700 | 689.00 |
| BLOOMINGTON SECURITY SOLUTIONS INC | S91023 | 05/20/2015 | 4/24/15 | 101.44.6000.451.40040 | 200.00 |
| BSN SPORTS | 96887283 | 05/20/2015 | 1093056 | 101.44.6000.451.60065 | 214.40 |
| CA DEPT OF CHILD SUPPORT SERVICES | INV0041456 | 05/29/2015 | MIGUEL GUADALAJARA FEIN | 101.203.2032100 | 279.69 |
| CITY OF SAINT PAUL | IN00008759 | 05/20/2015 | 76 | 101.43.5200.443.60016 | 15,500.67 |
| COMCAST | 5/5/15 8772 10 591 035952 | 05/20/2015 | 8772 10 591 0359526 | 101.42.4200.423.30700 | 12.62 |
| CRAWFORD DOOR SALES COMPANY | 18488 | 05/20/2015 | 4373 | 101.42.4200.423.40040 | 622.00 |
| CROWN TROPHY | A8222 | 05/20/2015 | 5/19/15 | 101.42.4000.421.60065 | 89.65 |
| CULLIGAN | 157-98459118-8 | 05/15/2015 | 157-98459118-8 | 101.42.4200.423.60065 | 67.60 |
| CULLIGAN | 4/30/15 157-98459100-6 | 05/20/2015 | 157-98459100-6 | 101.42.4200.423.60065 | 35.50 |
| DAKOTA CTY PHYSICAL DEVELOPMENT | 11/13/14 2857 | 05/20/2015 | 2857 | 101.43.5200.443.30700 | 2,156.40 |
| DAKOTA CTY PROP TAXATION & RECORDS | 5/4/15 | 05/20/2015 | ABSTRACT FEES | 101.45.0000.3413000 | 138.00 |
| DANNER LANDSCAPING | 11729 | 05/20/2015 | 5/8/15 | 101.43.5200.443.60016 | 36.00 |
| EFTPS | INV0040765 | 05/18/2015 | FEDERAL WITHHOLDING | 101.203.2030200 | 28.04 |
| EFTPS | INV0040767 | 05/18/2015 | MEDICARE WITHHOLDING | 101.203.2030500 | 17.00 |
| EFTPS | INV0040972 | 05/22/2015 | FEDERAL WITHHOLDING | 101.203.2030200 | 1,261.28 |
| EFTPS | INV0040974 | 05/22/2015 | MEDICARE WITHHOLDING | 101.203.2030500 | 690.32 |
| EFTPS | INV0040975 | 05/22/2015 | SOCIAL SECURITY WITHHOL | 101.203.2030400 | 2,951.98 |
| EMERGENCY RESPONSE SOLUTIONS | 3940 | 05/27/2015 | 4/7/15 | 101.42.4200.423.60040 | 1,909.00 |
| EMERGENCY RESPONSE SOLUTIONS | 4109 | 05/27/2015 | 5/6/15 | 101.42.4200.423.40042 | 277.50 |
| ENGSTROM, NELS | 5/1/15 | 05/27/2015 | REIMBURSE-VEST | 101.42.4000.421.60045 | 556.50 |
| FIRST IMPRESSION GROUP, THE | 62149 | 05/20/2015 | 3022 | 101.44.6000.451.50030 | 235.50 |
| FIRST IMPRESSION GROUP, THE | 62244 | 05/20/2015 | 4363 | 101.41.1100.413.50032 | 2,935.00 |
| FIRST IMPRESSION GROUP, THE | 62318 | 05/20/2015 | 4363 | 101.41.1000.413.50030 | 185.00 |
| FIRSTSCRIBE | 2465931 | 05/20/2015 | 5/1/15 | 101.43.5100.442.40044 | 250.00 |
| FOX, KIM | 5/11/15 | 05/20/2015 | REIMBURSE-BOX LUNCHE | 101.41.1000.413.50075 | 90.00 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.41.1100.413.30550 | 30.46 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.41.2000.415.30550 | 73.16 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.42.4000.421.30550 | 225.94 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.42.4200.423.30550 | 14.00 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.43.5000.441.30550 | 13.44 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.43.5100.442.30550 | 44.62 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.43.5200.443.30550 | 35.51 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.44.6000.451.30550 | 49.98 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.45.3000.419.30550 | 18.30 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.45.3200.419.30550 | 15.46 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 101.45.3300.419.30550 | 18.50 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.41.1100.413.30550 | 5.21 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.41.2000.415.30550 | 20.58 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.42.4000.421.30550 | 78.15 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.43.5000.441.30550 | 5.21 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.43.5100.442.30550 | 20.84 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.43.5200.443.30550 | 5.21 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.44.6000.451.30550 | 17.40 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.45.3000.419.30550 | 4.69 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 101.45.3300.419.30550 | 10.42 |
| HOME DEPOT CREDIT SERVICES | 5/13/15 6035 3225 0255 48 | 05/27/2015 | 6035 3225 0255 4813 | 101.42.4200.423.40040 | 55.62 |
| HOME DEPOT CREDIT SERVICES | 5/13/15 6035 3225 0255 48 | 05/27/2015 | 6035 3225 0255 4813 | 101.42.4200.423.40042 | 79.60 |
| HOME DEPOT CREDIT SERVICES | 5/13/15 6035 3225 0255 48 | 05/27/2015 | 6035 3225 0255 4813 | 101.42.4200.423.60065 | 86.58 |
| INNOVATIVE OFFICE SOLUTIONS | 4/30/15 | 05/20/2015 | APRIL 2015 | 101.43.5200.443.60016 | 31.12 |
| JRK SEED & TURF SUPPLY | 15024/4 | 05/20/2015 | 1382 | 101.44.6000.451.60016 | 597.50 |
| JRK SEED & TURF SUPPLY | 15034/4 | 05/20/2015 | 1382 | 101.44.6000.451.60016 | 597.50 |
| JRK SEED & TURF SUPPLY | 15041/4 | 05/20/2015 | 1382 | 101.43.5200.443.60016 | 219.90 |
| KENISON, TERRI | APRIL 2015 | 05/20/2015 | APRIL 2015 | 101.42.4200.423.30700 | 850.00 |
| LEAGUE OF MN CITIES | 214682 | 05/20/2015 | 3/2/15 | 101.41.1000.413.50080 | 99.00 |
| LEAGUE OF MN CITIES | 215569 | 05/20/2015 | 3/30/15 | 101.41.1000.413.50080 | 325.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------------------------------|---------------------------|------------|--------------------------|-----------------------|-----------|
| LEVANDER, GILLEN & MILLER P.A. | 4/30/15 92000E | 05/20/2015 | 92000E | 101.42.4000.421.30410 | 15,108.81 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Council Meeti | 05/20/2015 | Invoice | 101.41.1000.413.30401 | 120.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Engineering | 05/20/2015 | Invoice | 101.43.5100.442.30420 | 1,836.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Fire | 05/20/2015 | Invoice | 101.42.4200.423.30420 | 240.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Inspections | 05/20/2015 | Invoice | 101.45.3300.419.30420 | 460.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Mayor/CC | 05/20/2015 | Invoice | 101.41.1000.413.30420 | 5,768.04 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Parks | 05/20/2015 | Invoice | 101.44.6000.451.30420 | 72.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Planning | 05/20/2015 | Invoice | 101.45.3200.419.30420 | 1,344.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Police | 05/20/2015 | Invoice | 101.42.4000.421.30420 | 24.00 |
| LOCAL GOVERNMENT INFORMATION SYS | 40142 | 05/27/2015 | 111541 | 101.42.4200.423.30700 | 118.00 |
| LYNCH, JOE | 5/15/15 | 05/20/2015 | REIMBURSE-MCMA | 101.41.1100.413.50075 | 131.16 |
| LYNCH, JOE | 5/15/15 | 05/20/2015 | REIMBURSE-MCMA | 101.41.1100.413.50080 | 500.00 |
| MADISON NATIONAL LIFE INSURANCE COI | 1170470 | 05/20/2015 | JUNE 2015 012439 | 101.203.2031700 | 2,466.43 |
| MADISON NATIONAL LIFE INSURANCE COI | 1170470 | 05/20/2015 | JUNE 2015 012439 | 101.41.1100.413.20630 | (45.16) |
| MADISON NATIONAL LIFE INSURANCE COI | 1170470 | 05/20/2015 | JUNE 2015 012439 | 101.42.4000.421.20630 | (22.12) |
| MADISON NATIONAL LIFE INSURANCE COI | 1170470 | 05/20/2015 | JUNE 2015 012439 | 101.45.3000.419.20630 | (88.64) |
| MARTIN-MCALLISTER | 9733 | 05/20/2015 | INV001 | 101.41.1100.413.30500 | 1,350.00 |
| MIKE'S SHOE REPAIR, INC. | 5052015 | 05/20/2015 | 5/6/15 | 101.42.4200.423.30700 | 20.00 |
| MINNEAPOLIS OXYGEN CO. | 171124904 | 05/20/2015 | 113504 | 101.42.4200.423.40042 | 52.80 |
| MINNEAPOLIS OXYGEN CO. | 171124905 | 05/20/2015 | 113504 | 101.42.4200.423.40042 | 52.80 |
| MINNEAPOLIS OXYGEN CO. | 183173422 | 05/20/2015 | 113504 | 101.42.4200.423.40042 | 106.47 |
| MINNESOTA DEPARTMENT OF HUMAN SE | INV0041457 | 05/29/2015 | JUSTIN PARRANTO FEIN/TA | 101.203.2032100 | 300.41 |
| MN DEPT OF REVENUE | INV0040766 | 05/18/2015 | STATE WITHHOLDING | 101.203.2030300 | 15.00 |
| MN DEPT OF REVENUE | April 2015 CR | 05/27/2015 | Invoice | 101.207.2070300 | (28.54) |
| MN DEPT OF REVENUE | April 2015 CR | 05/27/2015 | Invoice | 101.207.2070300 | (0.59) |
| MN DEPT OF REVENUE | INV0040973 | 05/22/2015 | STATE WITHHOLDING | 101.203.2030300 | 605.50 |
| MN GLOVE & SAFETY, INC. | 287860 | 05/20/2015 | CTINVP | 101.44.6000.451.60045 | 154.15 |
| MSFDA | 2015 RENEWAL | 05/20/2015 | 2015 RENEWAL | 101.42.4200.423.50070 | 210.00 |
| O'DONNELL, SCOTT | 1/15/15 | 05/20/2015 | REIMBURSE-IPAD CASE | 101.41.1000.413.60065 | 111.39 |
| OLSEN FIRE PROTECTION, INC | 59418 | 05/20/2015 | 2709539 | 101.44.6000.451.40047 | 375.00 |
| OTIS, JOSHUA M | 5/14/15 | 05/27/2015 | REIMBURSE-SAM'S CLUB | 101.42.4000.421.50075 | 25.72 |
| PERA | INV0040763 | 05/18/2015 | PERA POLICE & FIRE PLAN | 101.203.2030600 | 63.29 |
| PERA | INV0040764 | 05/18/2015 | EMPLOYER SHARE (POLICE | 101.203.2030600 | 94.94 |
| PERA | INV0040970 | 05/22/2015 | PERA COORDINATED PLAN | 101.203.2030600 | 3,080.70 |
| PERA | INV0040971 | 05/22/2015 | EMPLOYER SHARE (EXTRA F | 101.203.2030600 | 236.98 |
| PETTY CASH | 5/20/15 | 05/20/2015 | PETTY CASH REQUEST | 101.42.4000.421.50075 | 45.56 |
| PETTY CASH | 5/20/15 | 05/20/2015 | PETTY CASH REQUEST | 101.42.4000.421.60065 | 42.84 |
| PRAIL, RYAN V | 5/18/15 | 05/20/2015 | REIMBURSE-PURSUIT DRIVII | 101.42.4000.421.50075 | 63.85 |
| UNIFIRST CORPORATION | 090 0245319 | 05/20/2015 | 1051948 | 101.43.5200.443.60045 | 32.89 |
| UNIFIRST CORPORATION | 090 0245319 | 05/20/2015 | 1051948 | 101.44.6000.451.60045 | 27.61 |
| UNIFIRST CORPORATION | 090 0252078 | 05/20/2015 | 1051948 | 101.43.5200.443.60045 | 30.89 |
| UNIFIRST CORPORATION | 090 0252078 | 05/20/2015 | 1051948 | 101.44.6000.451.60045 | 21.71 |
| UNIFORMS UNLIMITED | 245713 | 05/20/2015 | 114866 | 101.42.4000.421.60045 | 390.42 |
| UNIFORMS UNLIMITED | 246048 | 05/20/2015 | 114866 | 101.42.4000.421.60045 | 421.24 |
| UNIFORMS UNLIMITED | 246052 | 05/20/2015 | 114866 | 101.42.4000.421.60045 | 184.50 |
| UNIFORMS UNLIMITED | 247931 | 05/20/2015 | 114866 | 101.42.4000.421.60045 | 89.99 |
| UNIFORMS UNLIMITED | 246690 | 05/20/2015 | 114866 | 101.42.4000.421.60045 | 116.99 |
| WAKOTA CAER | CLL-021 | 05/27/2015 | 5/14/15 | 101.42.4200.423.50075 | 30.00 |
| WAL-MART BUSINESS | 4/22/15 6032 2025 3025 71 | 05/20/2015 | 6032 2025 3025 7113 | 101.42.4000.421.60065 | 76.85 |

Fund: 101 - GENERAL FUND

79,772.18

| | | | | | |
|--------------------------------|------------|------------|-------------------------|-----------------------|----------|
| FIRST IMPRESSION GROUP, THE | 62149 | 05/20/2015 | 3022 | 204.44.6100.452.50030 | 274.75 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 204.44.6100.452.30550 | 13.78 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 204.44.6100.452.30550 | 2.24 |
| GRAHAM, JEN | 5/15/15 | 05/20/2015 | REIMBURSE-MENARDS | 204.44.6100.452.60009 | 49.44 |
| IGH SENIOR CLUB | 5/1/15 | 05/20/2015 | 5/1/15 | 204.227.2271000 | 221.00 |
| IGH/SSP COMMUNITY EDUCATION | 5/1/15 | 05/20/2015 | SENIOR TRIP/FASHION SHO | 204.227.2271000 | 1,966.00 |
| INNOVATIVE OFFICE SOLUTIONS | 4/30/15 | 05/20/2015 | APRIL 2015 | 204.44.6100.452.60040 | 484.33 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 204.207.2070300 | 371.02 |
| TAHO SPORTSWEAR | 15TF0703 | 05/20/2015 | 4/27/15 | 204.44.6100.452.60045 | 342.00 |
| TAHO SPORTSWEAR | 15TF0808 | 05/20/2015 | 4/30/15 | 204.44.6100.452.60045 | 538.60 |
| TAHO SPORTSWEAR | 15TF0763 | 05/20/2015 | 5/4/15 | 204.44.6100.452.60045 | 1,325.25 |

Fund: 204 - RECREATION FUND

5,588.41

| | | | | | |
|------------------------------------|----------|------------|---------|-----------------------|----------|
| ACE PAINT & HARDWARE | 524053/5 | 05/20/2015 | 501126 | 205.44.6200.453.60016 | 22.47 |
| ACE PAINT & HARDWARE | 524083/5 | 05/20/2015 | 501126 | 205.44.6200.453.60016 | 20.46 |
| ACE PAINT & HARDWARE | 524089/5 | 05/20/2015 | 501126 | 205.44.6200.453.60011 | 5.94 |
| ACE PAINT & HARDWARE | 524089/5 | 05/20/2015 | 501126 | 205.44.6200.453.60011 | 5.94 |
| ACE PAINT & HARDWARE | 524089/5 | 05/20/2015 | 501126 | 205.44.6200.453.60016 | 49.17 |
| ACE PAINT & HARDWARE | 524154/5 | 05/20/2015 | 501126 | 205.44.6200.453.60016 | 4.98 |
| AQUA LOGIC, INC. | 43473 | 05/20/2015 | 4/30/15 | 205.44.6200.453.40040 | 1,460.06 |
| AQUA LOGIC, INC. | 43502 | 05/20/2015 | 5/1/15 | 205.44.6200.453.60016 | 78.06 |
| B & B SHEETMETAL AND ROOFING, INC. | 52229 | 05/20/2015 | 5/11/15 | 205.44.6200.453.40040 | 1,105.32 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|---------------------------|------------|-----------------------|-----------------------|------------------|
| BESSETTE, JESSICA | 4/22/15 | 05/20/2015 | HULA HOOP 4/22/15 | 205.44.6200.453.30700 | 75.00 |
| FIRST IMPRESSION GROUP, THE | 62149 | 05/20/2015 | 3022 | 205.44.6200.453.50030 | 274.75 |
| FIRST SUPPLY LLC | 1010309-00 | 05/27/2015 | 91125691 | 205.44.6200.453.40040 | 309.03 |
| FIRST SUPPLY LLC | 1010337-00 | 05/27/2015 | 91125691 | 205.44.6200.453.40040 | 129.32 |
| FIRST SUPPLY LLC | 1010337-00 | 05/27/2015 | 91125691 | 205.44.6200.453.40040 | 129.32 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 205.44.6200.453.30550 | 11.00 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 205.44.6200.453.30550 | 12.50 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 205.44.6200.453.30550 | 3.50 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 205.44.6200.453.30550 | 34.14 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 205.44.6200.453.30550 | 12.50 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 205.44.6200.453.30550 | 5.21 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 205.44.6200.453.30550 | 22.04 |
| GOODIN COMPANY | 02099870-00 | 05/20/2015 | 1001619 | 205.44.6200.453.60016 | 183.77 |
| GOPHER PLUMBING SUPPLY | 244150 | 05/20/2015 | 0102479 | 205.44.6200.453.60016 | 19.07 |
| HARDLINE CONCRETE & MASONRY | 4/18/15 | 05/20/2015 | 4/18/15 | 205.44.6200.453.80200 | 4,932.50 |
| HAWKINS, INC. | 3721623 | 05/20/2015 | 108815 | 205.44.6200.453.60024 | 1,056.81 |
| HAWKINS, INC. | 3721624 | 05/20/2015 | 108815 | 205.44.6200.453.60024 | 1,297.20 |
| HILLYARD INC | 601608928 | 05/20/2015 | 274069 | 205.44.6200.453.60011 | 250.25 |
| HILLYARD INC | 601608928 | 05/20/2015 | 274069 | 205.44.6200.453.60011 | 250.25 |
| HILLYARD INC | 601600025 | 05/20/2015 | 274069 | 205.44.6200.453.60011 | 606.92 |
| HILLYARD INC | 601600025 | 05/20/2015 | 274069 | 205.44.6200.453.60011 | 606.92 |
| INNOVATIVE OFFICE SOLUTIONS | 4/30/15 | 05/20/2015 | APRIL 2015 | 205.44.6200.453.60040 | 484.33 |
| KRUCKENBER, GENE | 5/1/15 | 05/20/2015 | REIMBURSE-LOW ENROLLM | 205.44.0000.3493501 | 54.00 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 205.207.2070300 | 7,978.76 |
| NAC MECHANICAL & ELECTRICAL SERVIC | 113936 | 05/20/2015 | 8712-1 | 205.44.6200.453.40040 | 727.72 |
| NEUBAUER, NEIL | 5/1/15 | 05/20/2015 | REIMBURSE-LOW ENROLLM | 205.44.0000.3493501 | 24.00 |
| R & R SPECIALTIES OF WI, INC. | 0057244-IN | 05/20/2015 | 5/4/15 | 205.44.6200.453.40042 | 93.00 |
| SAAD, TAMMY | 5/7/15 | 05/20/2015 | REIMBURSE-LOW ENROLLM | 205.44.0000.3493501 | 39.00 |
| SPRUNG SERVICES | 66467 | 05/20/2015 | 5/5/15 | 205.44.6200.453.40040 | 630.50 |
| SPS COMPANIES, INC. | S3077345.001 | 05/20/2015 | 3917 | 205.44.6200.453.40040 | 103.98 |
| SPS COMPANIES, INC. | S3077360.001 | 05/20/2015 | 3917 | 205.44.6200.453.40040 | 275.89 |
| ST. CROIX VALLEY POPCORN LLC | 81511690 | 05/20/2015 | 4/30/15 | 205.44.6200.453.76050 | 71.00 |
| ST. CROIX VALLEY POPCORN LLC | 81511693 | 05/20/2015 | 4/30/15 | 205.44.6200.453.76050 | 267.01 |
| VANCO SERVICES LLC | 00006707055 | 05/20/2015 | APRIL 2015 | 205.44.6200.453.70600 | 84.50 |
| Fund: 205 - COMMUNITY CENTER | | | | | 23,808.09 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 290.45.3000.419.30550 | 1.25 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 290.45.3000.419.30550 | 0.52 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 EDA-Shipton | 05/20/2015 | Invoice | 290.45.3000.419.30420 | 606.60 |
| LLOYD'S CONSTRUCTION SERVICES INC | 0215470-IN | 05/20/2015 | 4/30/15 | 290.45.3000.419.30700 | 13,025.00 |
| Fund: 290 - EDA | | | | | 13,633.37 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Impr Project- | 05/20/2015 | Invoice | 402.44.6000.451.30420 | 108.00 |
| Fund: 402 - PARK ACQ. & DEV. FUND | | | | | 108.00 |
| FLUID INTERIORS LLC | 38296 | 05/27/2015 | 88-00 | 428.72.5900.728.80500 | 7,977.18 |
| Fund: 428 - 2008 IMPROVEMENT FUND | | | | | 7,977.18 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 #1509E 47th : | 05/20/2015 | Invoice | 440.74.5900.740.30420 | 583.50 |
| Fund: 440 - PAVEMENT MANAGEMENT PROJ | | | | | 583.50 |
| BAILEY NURSERIES, INC. | INV0437077 | 05/20/2015 | CITY019 | 443.74.5900.743.60016 | 1,150.80 |
| Fund: 443 - TREE PRESERVATION FUND | | | | | 1,150.80 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 #1510-Impr P | 05/20/2015 | Invoice | 446.74.5900.746.30420 | 2,585.05 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 #1513-Impr P | 05/20/2015 | Invoice | 446.74.5900.746.30420 | 1,234.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 2014-13 NW# | 05/20/2015 | Invoice | 446.74.5900.746.30420 | 368.00 |
| Fund: 446 - NW AREA | | | | | 4,187.05 |
| SAVATREE | 3564606 | 05/20/2015 | 1022556 | 450.75.5900.750.40047 | 50.00 |
| Fund: 450 - COMMUNITY PROJECTS FUND | | | | | 50.00 |
| CITY OF WEST ST. PAUL | 2015-0093 | 05/20/2015 | JAN-MAR 2015 | 451.75.5900.751.30700 | 1,777.38 |
| JOEL CARLSON | 5/15/15 | 05/27/2015 | JUNE 2015 | 451.75.5900.751.30700 | 1,000.00 |
| Fund: 451 - HOST COMMUNITY FUND | | | | | 2,777.38 |
| RECYCLE AWAY, LLC | 11291 | 05/27/2015 | AAAQ7899 | 454.43.5500.446.40025 | 2,529.84 |
| Fund: 454 - LANDFILL ABATEMENT | | | | | 2,529.84 |
| EHLERS AND ASSOCIATES, INC. | 67460 | 05/27/2015 | 5/11/15 | 455.45.3000.419.30150 | 2,607.50 |
| Fund: 455 - TIF 5-1 | | | | | 2,607.50 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--------------------------------|----------------|------------|---------------------|-----------------------|----------|
| ACE PAINT & HARDWARE | 524223/5 | 05/20/2015 | 501126 | 501.50.7100.512.60016 | 12.99 |
| CITY OF BLOOMINGTON | 4/1/15-4/30/15 | 05/20/2015 | P/A/COLIFORM | 501.50.7100.512.30700 | 441.00 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 501.50.7100.512.30550 | 33.72 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 501.50.7100.512.30550 | 15.12 |
| GERLACH OUTDOOR POWER EQUIP | 85843 | 05/20/2015 | 109186 | 501.50.7100.512.40042 | 64.12 |
| GLENN LAWN CARE | 1501 | 05/20/2015 | 4/30/15 | 501.50.7100.512.60016 | 843.00 |
| GOPHER STATE ONE-CALL | 135818 | 05/20/2015 | MN00435 | 501.50.7100.512.30700 | 946.85 |
| HAWKINS, INC. | 3720137 | 05/20/2015 | 108816 | 501.50.7100.512.60019 | 5,603.25 |
| HAWKINS, INC. | 123649 | 05/20/2015 | 108816 | 501.50.7100.512.60019 | 618.80 |
| KANE TRANSPORT | 5/18/15 | 05/27/2015 | REFUND-PERMIT #1503 | 501.207.2070300 | (5.34) |
| KANE TRANSPORT | 5/18/15 | 05/27/2015 | REFUND-PERMIT #1503 | 501.50.0000.3813000 | (75.00) |
| MN DEPT OF HEALTH | 4/20/15 | 05/27/2015 | 4/20/15 | 501.50.7100.512.50070 | 23.00 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 501.207.2070200 | 1,461.19 |
| POSTMASTER | 5/27/15 | 05/27/2015 | POSTAGE REQUEST | 501.50.7100.512.50035 | 2,483.17 |
| RAINBOW INC. | 24455 | 05/20/2015 | CONTRACT #122227 | 501.50.7100.512.40042 | 2,835.00 |

Fund: 501 - WATER UTILITY FUND

15,300.87

| | | | | | |
|--------------------------------|----------|------------|---------|-----------------------|----------|
| AUTOMATIC SYSTEMS CO. | 29235 S | 05/20/2015 | INVE01 | 502.51.7200.514.40042 | 719.80 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 502.51.7200.514.30550 | 16.62 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 502.51.7200.514.30550 | 10.85 |
| M & J SERVICES, LLC | 1228 | 05/20/2015 | 5/5/15 | 502.51.7200.514.40043 | 3,342.00 |

Fund: 502 - SEWER UTILITY FUND

4,089.27

| | | | | | |
|--------------------------------|----------------------|------------|----------------------|-----------------------|-----------|
| ARAMARK UNIFORM SERVICES | 16235880 | 05/20/2015 | 501126 | 503.52.8600.527.60045 | 21.99 |
| ARAMARK UNIFORM SERVICES | 629-8227311 | 05/27/2015 | 792502342 | 503.52.8600.527.60045 | 103.76 |
| COLLEGE CITY BEVERAGE | 377036 | 05/20/2015 | 3592 | 503.52.8300.524.76150 | 418.45 |
| DENNY'S 5TH AVENUE BAKERY | 556521 | 05/20/2015 | IW185 | 503.52.8300.524.76050 | 67.71 |
| DENNY'S 5TH AVENUE BAKERY | 557098 | 05/27/2015 | IW185 | 503.52.8300.524.76050 | 68.12 |
| DENNY'S 5TH AVENUE BAKERY | 555964 | 05/20/2015 | IW185 | 503.52.8300.524.76050 | 85.69 |
| DRAFT TECHNOLOGIES | 05111505 | 05/20/2015 | 5/11/15 | 503.52.8300.524.40042 | 50.00 |
| GARY'S PEST CONTROL | 49596 | 05/20/2015 | 5/18/15 | 503.52.8500.526.40040 | 117.87 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 503.52.8000.521.30550 | 18.50 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 503.52.8500.526.30550 | 11.96 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 503.52.8600.527.30550 | 29.00 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 503.52.8000.521.30550 | 10.42 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 503.52.8600.527.30550 | 5.21 |
| HANCO CORPORATION | 768535 | 05/20/2015 | 332801 | 503.52.8600.527.60014 | 261.84 |
| HANCO CORPORATION | 768536 | 05/20/2015 | 322801 | 503.52.8600.527.60014 | 190.75 |
| HEGGIES PIZZA | 1137350 | 05/27/2015 | 1708 | 503.52.8300.524.76050 | 22.00 |
| INNOVATIVE OFFICE SOLUTIONS | 4/30/15 | 05/20/2015 | APRIL 2015 | 503.52.8500.526.60010 | 12.27 |
| JJ TAYLOR DIST. COMPANY OF MN | 2362361 | 05/20/2015 | 00834 | 503.52.8300.524.76150 | 179.00 |
| M. AMUNDSON LLP | 195473 | 05/20/2015 | 902858 | 503.52.8300.524.76050 | 311.63 |
| METZ, JOEL | 5/14/15 | 05/20/2015 | REIMBURSE-GCSAA DUES | 503.52.8600.527.50080 | 375.00 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 503.207.2070300 | 10,409.36 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 503.52.8500.526.40040 | 3.22 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 503.52.8500.526.50020 | 18.54 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 503.52.8600.527.60012 | 0.68 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 503.52.8600.527.60012 | 0.62 |
| MTI DISTRIBUTING CO | 999076-00 | 05/20/2015 | 402307 | 503.52.8600.527.60050 | 421.52 |
| MTI DISTRIBUTING CO | 1009472-00 | 05/20/2015 | 402307 | 503.52.8600.527.40042 | 221.19 |
| MTI DISTRIBUTING CO | 1009129-01 | 05/27/2015 | 402307 | 503.52.8600.527.60008 | 999.21 |
| MTI DISTRIBUTING CO | 1009129-02 | 05/27/2015 | 402307 | 503.52.8600.527.60008 | 114.62 |
| SHAMROCK GROUP | 1888821 | 05/27/2015 | 07176 | 503.52.8300.524.76100 | 117.00 |
| SHAMROCK GROUP | 1887231 | 05/20/2015 | 07176 | 503.52.8300.524.76100 | 152.00 |
| SOUTH BAY DESIGN | 5/1/15 | 05/20/2015 | INVERWOOD | 503.52.8500.526.50025 | 45.00 |
| TDS METROCOM | 5/13/15 651 457 3667 | 05/27/2015 | 651 457 3667 | 503.52.8500.526.50020 | 253.31 |
| THE GLASS MAN TC | 5018 | 05/20/2015 | 4/17/15 | 503.52.8500.526.40040 | 818.07 |
| US FOODSERVICE | 26463 | 05/20/2015 | 03805983 | 503.52.8300.524.76050 | 206.48 |
| US FOODSERVICE | 3121290 | 05/20/2015 | 03805983 | 503.52.8300.524.60065 | 70.75 |
| WINFIELD SOLUTIONS, LLC | 000060072260 | 05/27/2015 | 7884532 | 503.52.8600.527.60035 | 43.01 |
| WINFIELD SOLUTIONS, LLC | 00006072005 | 05/27/2015 | 7884532 | 503.52.8600.527.60030 | 151.25 |
| WIRTZ BEVERAGE MN BEER INC | 1090404117 | 05/27/2015 | 75606 | 503.52.8300.524.76150 | 176.00 |

Fund: 503 - INVER WOOD GOLF COURSE

16,583.00

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--------------------------------|----------------|------------|----------------------|-----------------------|-----------|
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 602.00.2100.415.30550 | 1.36 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 602.00.2100.415.30550 | 0.26 |
| LEAGUE OF MN CITIES | 29825 | 05/20/2015 | 4TH INSTALLMENT | 602.00.2100.415.50009 | 73,688.50 |
| LEAGUE OF MN CITIES INS TRUST | 49657 | 05/20/2015 | CMC37066 4TH QUARTER | 602.00.2100.415.50010 | 4,317.50 |
| LEAGUE OF MN CITIES INS TRUST | 49657 | 05/20/2015 | CMC37066 4TH QUARTER | 602.00.2100.415.50010 | 37,536.25 |
| LEAGUE OF MN CITIES INS TRUST | 49657 | 05/20/2015 | CMC37066 4TH QUARTER | 602.00.2100.415.50011 | 35,331.50 |
| LEAGUE OF MN CITIES INS TRUST | 49657 | 05/20/2015 | CMC37066 4TH QUARTER | 602.00.2100.415.50012 | 9,483.50 |
| LEAGUE OF MN CITIES INS TRUST | 49657 | 05/20/2015 | CMC37066 4TH QUARTER | 602.00.2100.415.50015 | 460.25 |
| LEAGUE OF MN CITIES INS TRUST | 49657 | 05/20/2015 | CMC37066 4TH QUARTER | 602.00.2100.415.50016 | 3,020.75 |

Fund: 602 - RISK MANAGEMENT

163,839.87

| | | | | | |
|--------------------------------|-------------|------------|--------------------|-----------------------|------------|
| ACE PAINT & HARDWARE | 524155/5 | 05/20/2015 | 501126 | 603.00.5300.444.40041 | 6.79 |
| ACE PAINT & HARDWARE | 524157/5 | 05/20/2015 | 501126 | 603.00.5300.444.40041 | 6.99 |
| ADVANCED GRAPHIX, INC. | 192230 | 05/20/2015 | 5/11/15 | 603.00.5300.444.40041 | 250.50 |
| BETTS, BETH | 1063 | 05/20/2015 | 5/6/15 | 603.00.5300.444.40040 | 438.24 |
| DOWNTOWNER DETAIL CENTER | 013972 | 05/20/2015 | SQUAD 21 | 603.00.5300.444.40041 | 161.44 |
| FURY MOTORS INC | 6180186/1 | 05/20/2015 | 5/13/15 | 603.00.5300.444.40041 | 192.95 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 603.00.5300.444.30550 | 9.24 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 603.00.5300.444.30550 | 5.21 |
| HEPPNER'S AUTO BODY | 40016 | 05/20/2015 | 5/1/15 | 603.00.5300.444.40041 | 1,984.61 |
| INVER GROVE FORD | 6171797/1 | 05/20/2015 | 5/11/15 | 603.00.5300.444.40041 | 129.99 |
| INVER GROVE FORD | 5177565 | 05/20/2015 | 5/13/15 | 603.00.5300.444.40041 | 183.06 |
| INVER GROVE FORD | 5177566 | 05/20/2015 | 5/13/15 | 603.00.5300.444.40041 | 55.95 |
| INVER GROVE FORD | 5176855 | 05/20/2015 | 5/5/15 | 603.00.5300.444.40041 | 26.98 |
| INVER GROVE FORD | 6171415/2 | 05/20/2015 | 5/6/15 | 603.00.5300.444.40041 | 678.42 |
| MANSFIELD OIL COMPANY | 469627 | 05/20/2015 | 77451 | 603.140.1450060 | 5,664.65 |
| MANSFIELD OIL COMPANY | 469629 | 05/20/2015 | 77451 | 603.140.1450060 | 11,710.60 |
| METROMATS | 14102 | 05/20/2015 | 4/16/15 | 603.00.5300.444.40065 | 38.50 |
| METROMATS | 13937 | 05/20/2015 | 4/2/15 | 603.00.5300.444.40065 | 38.50 |
| METROMATS | 14262 | 05/20/2015 | 4/30/15 | 603.00.5300.444.40065 | 38.50 |
| MTI DISTRIBUTING CO | 1009204-00 | 05/20/2015 | 91180 | 603.00.5300.444.40041 | 51.22 |
| PETTY CASH | 5/20/15 | 05/20/2015 | PETTY CASH REQUEST | 603.00.5300.444.40041 | 54.00 |
| PIERCE MFG INC | M46424 | 05/20/2015 | REIMBURSE- | 603.00.5300.444.80700 | 526,103.00 |
| POMP'S TIRE SERVICE, INC. | 980016694 | 05/20/2015 | 4511146 | 603.00.5300.444.40041 | 294.00 |
| POMP'S TIRE SERVICE, INC. | 980017663 | 05/27/2015 | 4502557 | 603.140.1450050 | 382.50 |
| POMP'S TIRE SERVICE, INC. | 980017886 | 05/27/2015 | 4502557 | 603.140.1450050 | 828.21 |
| TOXALERT INTERNATIONAL INC | 17561 | 05/20/2015 | 5/5/15 | 603.00.5300.444.40040 | 204.00 |
| TRUCK UTILITIES, INC. | 0283688 | 05/20/2015 | 0287589 | 603.00.5300.444.80700 | 33,925.00 |
| UNIFIRST CORPORATION | 090 0245319 | 05/20/2015 | 1051948 | 603.00.5300.444.40065 | 114.10 |
| UNIFIRST CORPORATION | 090 0245319 | 05/20/2015 | 1051948 | 603.00.5300.444.60045 | 28.53 |
| UNIFIRST CORPORATION | 090 0252078 | 05/20/2015 | 1051948 | 603.00.5300.444.40065 | 112.05 |
| UNIFIRST CORPORATION | 090 0252078 | 05/20/2015 | 1051948 | 603.00.5300.444.60045 | 28.53 |

Fund: 603 - CENTRAL EQUIPMENT

583,746.26

| | | | | | |
|-----------------------------|---------|------------|------------|-----------------------|----------|
| INNOVATIVE OFFICE SOLUTIONS | 4/30/15 | 05/20/2015 | APRIL 2015 | 604.00.2200.416.60010 | 1,360.49 |
|-----------------------------|---------|------------|------------|-----------------------|----------|

Fund: 604 - CENTRAL STORES

1,360.49

| | | | | | |
|--------------------------------|------------------------|------------|---------------------|-----------------------|----------|
| BETTS, BETH | 1063 | 05/20/2015 | 5/6/15 | 605.00.7500.460.30700 | 873.76 |
| CULLIGAN | 4/30/15 157-98503022-8 | 05/20/2015 | 157-98503022-8 | 605.00.7500.460.60011 | 59.35 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 605.00.7500.460.30550 | 3.50 |
| HILLYARD INC | 700173257 | 05/20/2015 | 285036 | 605.00.7500.460.40042 | 94.65 |
| HORWITZ NS/I | W34444 | 05/20/2015 | CTYOFIGH | 605.00.7500.460.40040 | 2,963.94 |
| HUEBSCH SERVICES | 3453963 | 05/20/2015 | 100075 | 605.00.7500.460.40065 | 107.49 |
| HUEBSCH SERVICES | 3461841 | 05/27/2015 | 100075 | 605.00.7500.460.40065 | 139.07 |
| LONE OAK COMPANIES | 5/14/15 | 05/20/2015 | UTILITY BILLS | 605.00.7500.460.50035 | 1,465.56 |
| MINNESOTA ELEVATOR, INC | 621402 | 05/20/2015 | 5395 | 605.00.7500.460.40040 | 239.40 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.40020 | 10.45 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.40040 | 12.25 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.40044 | 1.38 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.40065 | 0.30 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.60011 | 0.52 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.60016 | 2.40 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.60040 | 0.25 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 605.00.7500.460.60065 | 0.50 |
| OERTEL ARCHITECTS | 4 | 05/20/2015 | CONSULTING SERVICES | 605.00.7500.460.30700 | 3,820.00 |
| TOTAL CONSTRUCTION & EQUIP. | 63967 | 05/20/2015 | CIT001 | 605.00.7500.460.40040 | 355.99 |

Fund: 605 - CITY FACILITIES

10,150.76

| | | | | | |
|-----------------------------------|-----------------------|------------|--------------|-----------------------|-----------|
| ADVANCED TECHNOLOGY SYSTEMS, INC. | 76893 | 05/20/2015 | 3/20/15 | 606.00.1400.413.60010 | 1,764.23 |
| AT & T MOBILITY | 287237771092x05122015 | 05/27/2015 | 287237771092 | 606.00.1400.413.50020 | 109.21 |
| CIVICPLUS | 153708 | 05/27/2015 | JUNE 2015 | 606.00.1400.413.30700 | 2,493.56 |
| DELL MARKETING | XJP514R16 | 05/27/2015 | 19368783 | 606.00.1400.413.60041 | 254.91 |
| DELL MARKETING | XJP5DR116 | 05/27/2015 | 19368783 | 606.00.1400.413.60041 | 21,875.28 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|------------------------------------|-----------------------------|------------|---------------------|-----------------------|---------------------|
| DELL MARKETING | XJP5FCX28 | 05/27/2015 | 19368783 | 606.00.1400.413.60041 | 990.04 |
| DELL MARKETING | XJP5KDM8 | 05/27/2015 | 5/13/15 | 606.00.1400.413.60041 | 4,602.10 |
| DELL MARKETING | XJP65RNR7 | 05/27/2015 | 5/17/15 | 606.00.1400.413.60041 | 6,027.82 |
| DELL MARKETING | XJP65RTW8 | 05/27/2015 | 19368783 | 606.00.1400.413.60041 | 1,205.62 |
| EMERGENT NETWORKS, LLC | 16914 | 05/27/2015 | 3/31/15 | 606.00.1400.413.30700 | 3,168.75 |
| GENESIS EMPLOYEE BENEFITS, INC | IN543382 | 05/20/2015 | Invoice | 606.00.1400.413.30550 | 16.06 |
| GENESIS EMPLOYEE BENEFITS, INC | IN542997 | 05/20/2015 | Invoice | 606.00.1400.413.30550 | 5.21 |
| GOLDCOM, INC. | 174766 | 05/27/2015 | 331324 | 606.00.1400.413.60040 | 1,694.56 |
| INTEGRA TELECOM | 120365873 | 05/27/2015 | 002129 | 606.00.1400.413.50020 | 300.00 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 606.00.1400.413.50020 | 0.17 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 606.00.1400.413.50020 | 0.17 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 606.00.1400.413.60010 | 3.41 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 606.00.1400.413.60040 | 0.87 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 606.00.1400.413.60042 | 0.98 |
| MN DEPT OF REVENUE | April 2015 | 05/27/2015 | Invoice | 606.00.1400.413.60042 | 18.09 |
| TDS METROCOM | 5/13/15 651 451 1944 | 05/27/2015 | 651 451 1944 | 606.00.1400.413.50020 | 247.23 |
| US BANCORP EQUIPMENT FINANCE, INC. | 275549293 | 05/27/2015 | 923425 | 606.00.1400.413.60010 | 339.50 |
| US BANCORP EQUIPMENT FINANCE, INC. | 275549467 | 05/27/2015 | 923425 | 606.00.1400.413.60010 | 4,440.49 |
| WORKS COMPUTING, INC. | 23604 | 05/20/2015 | INVER | 606.00.1400.413.30700 | 3,998.86 |
| WORKS COMPUTING, INC. | 23619 | 05/20/2015 | INVER | 606.00.1400.413.30700 | 637.50 |
| WORKS COMPUTING, INC. | 23625 | 05/20/2015 | INVER | 606.00.1400.413.30700 | 660.00 |
| WORKS COMPUTING, INC. | 23643 | 05/20/2015 | INVER | 606.00.1400.413.30700 | 3,600.00 |
| Fund: 606 - TECHNOLOGY FUND | | | | | 58,454.62 |
| CULLIGAN | 4/30/15 157-98473242-8 | 05/20/2015 | 157-98473242-8 | 702.229.2286300 | 39.80 |
| GOODHUE COUNTY SHERIFF'S OFFICE | 1500366 | 05/20/2015 | RONALD LEE ERICKSON | 702.229.2291000 | 300.00 |
| KANE TRANSPORT | 5/18/15 | 05/27/2015 | REFUND-PERMIT #1503 | 702.229.2294300 | 1,000.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Arbor Crest 2 | 05/20/2015 | Invoice | 702.229.2291701 | 954.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Blaine Brothe | 05/20/2015 | Invoice | 702.229.2286501 | 1,522.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Deanovic De\ | 05/20/2015 | Invoice | 702.229.2303201 | 11,896.40 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Forfeiture-Jes | 05/20/2015 | Invoice | 702.229.2291000 | 8.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Forfeiture-Rui | 05/20/2015 | Invoice | 702.229.2291000 | 8.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Nabersberg A | 05/20/2015 | Invoice | 702.229.2302801 | 33.00 |
| LEVANDER, GILLEN & MILLER P.A. | 81000E 4/15 Police-Forfeiti | 05/20/2015 | Invoice | 702.229.2291000 | 192.00 |
| RAMSEY COUNTY SHERIFF'S DEPT | 625UCR144497 | 05/27/2015 | MEHENDRA PERSAUD | 702.229.2291000 | 100.00 |
| Fund: 702 - ESCROW FUND | | | | | 16,053.20 |
| Grand Total | | | | | 1,014,351.64 |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Transfers to City of Inver Grove Heights Economic Development Authority (EDA)

Meeting Date: June 8, 2015
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Tom Link, Comm. Dev. Dir
 Joe Lynch, City Administrator

| | |
|-------------------------------------|------------------------------------|
| 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 resolution authorizing transfers from Host Community Fund to EDA.

SUMMARY

At the June 8, 2015 EDA meeting the Commission was be asked to recommend approval of the purchase of the Shipton Property at 4195 68th Street East. The property is a part of the Concord Redevelopment – Concord West acquisition project. The funding source recommendation includes an amount not to exceed \$235,000 from the Host Community Fund. To date the EDA has incurred the following costs:

| | |
|-----------------|---|
| \$1,542.60 | Legal costs |
| <u>4,100.00</u> | Appraisal and environmental investigation costs |
| \$5,642.60 | Total costs incurred and paid to date |

Estimated future costs to be incurred:

| | |
|------------------|--|
| \$197,000.00 | Purchase price |
| 4,357.40 | Closing costs (including 2015 second half taxes) |
| 3,000.00 | Legal costs |
| <u>25,000.00</u> | Demolition |
| \$229,357.40 | Total estimated future costs |

At this time we are requesting approval to transfer \$5,642.60 from the Host Community Fund to the EDA. We are also requesting approval to transfer up to \$229,357.40 at the time the costs are incurred from the Host Community Fund to the EDA.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING TRANSFERS TO
ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the EDA is purchasing the Shipton Property at 4195 68th Street East; and

WHEREAS, the EDA will incur future costs for acquisition, closing, legal and demolition; and

WHEREAS, the EDA does not have sufficient funds to cover costs associated with the purchase and demolition; and

WHEREAS, all costs associated with the acquisition and demolition are to be funded by transfers from the Host Community Fund, but not to exceed \$235,000.00;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the following transfers are authorized and may occur as necessary in 2015 and thereafter:

| | | | |
|-------|--------------------------------|--------------------------|--------------------|
| From: | Host Community Fund | 451.57.9200.590.91100 | \$5,642.60 |
| To: | Economic Development Authority | E007-290.45.0000.3911000 | 5,642.60 |
| From: | Host Community Fund | 451.57.9200.590.91100 | up to \$229,357.40 |
| To: | Economic Development Authority | E007-290.45.0000.3911000 | up to 229,357.40 |

Adopted by the City of Inver Grove Heights this 8th day of June 2015.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Clerk/Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase of Park & Recreation Software

Meeting Date: June 8, 2015
 Item Type: Consent Agenda
 Contact: Eric Carlson 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tracy Petersen
 Bethany Adams
 Kristi Smith

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

PURPOSE/ACTION REQUESTED

Approve purchase of Park and Recreation Software from Vermont Systems in the amount of \$76,337 and establish an overall budget of \$80,000. Funding is provided by the 2015 Recreation Budget (\$25,000) and the 2015 VMCC Budget (\$55,000). The purchase includes software, on-site training, and 1-year of annual maintenance fees.

SUMMARY

As a part of the 2007 VMCC Audit recommendations, the Park and Recreation Department purchased software to manage many of the functions of the department (activity registration, facility scheduling, league scheduling, membership management, childcare, personal training, point of sale transactions, on-line registration, etc). Our current software is based on a server maintained by the city's technology staff and will not be supported by Microsoft by the end of the year necessitating staff to look at our future software options. Annually the department utilizes the software to perform the follow number of transactions:

| Function | Description | Annual Transactions |
|----------------------------|--|---------------------|
| Facility Reservations | Room reservations, park reservation, field reservations, gym use, ice use, etc | 59,000 |
| On-line Registration | Registration for programs on-line | 2,800 |
| Program Registration | Registration for programs via mail, email, over the counter, etc | 10,400 |
| Membership | Memberships at the VMCC/Grove | 16,000 |
| Childcare check-ins | Childcare check-in at the Grove | 2,700 |
| Personal Training Sessions | Registered for personal training sessions | 1,200 |
| POS Transactions | Cash, check, credit card transaction | 40,300 |

We used the following criteria to help us make a decision on which product would best serve our current and future needs:

- Does the software provide the functionality we need
- Is the software user friendly and will our staff be able to utilize it effectively
- Will the software be easy for our customers to use and understand
- Will the software be able to support other areas of our operation in the future
- Is the software technically sound and meets all technical requirements (PCI compliant)
- Will the software provide staff with the ability to improve our customer service capability now and in the future
- Will the software provide staff with the ability to stabilize our operational efficiencies now and in the future

We looked closely at two products, our current vendor, Maximum Solutions has a cloud-based product called Max Galaxy and Vermont Systems has a cloud based product called RecTrac. Staff participated in demos on these two products and also went to visit other local municipalities that use both products to get feedback from them on what they liked and didn't like about Max Galaxy and RecTrac.

Based on this information, the department reviewed software options and is recommending the City purchase the cloud-based solution provided by Vermont Systems. The cloud-based solution requires an internet connection and can be accessed through a desktop, smart phone, or tablet. Security for the software is provided by Vermont Systems and the City is no longer responsible to provide for and maintain a server. Vermont Systems provides an easy to use smart phone/tablet/on-line interface for the public.

A few of the advantages of Vermont Systems include:

- Members have to visit between 10-12 times per month to receive their insurance discount, Vermont Systems allows members to check on how many times they have visited by accessing their account on-line 24/7
- Vermont System can send out automated reminders to individuals a month before their credit card is to expire saving staff time and making the monthly billing cycle easier
- Members can update their credit card/bank card information by accessing their account on-line 24/7
- Vermont Systems has enhanced marketing capabilities to improve customer service and operational efficiencies
- Vermont Systems provides enhanced functionality from the customer end allowing customers to see what they have previously registered for. The online registration site of Vermont also allows the user to scan for appropriate programs with more detail such as age, time, program type, etc.
- Vermont Systems has a Personal Training module that is included in the pricing
- Vermont Systems has installment billing that will improve customer service and operational efficiencies for our KidsRock program
- Vermont Systems has a GolfTrac module that can be added in the future if we desire
- Vermont Systems has a MainTrac module that can be added in the future if we desire

The following communities currently use or have recently purchased Vermont Systems software:

- Brooklyn Park
- Burnsville
- Eagan
- Eden Prairie
- Maple Grove
- Plymouth
- Shoreview
- South St. Paul
- St. Louis Park
- Woodbury

Pricing

| | Max Galaxy | Vermont Systems (RecTrac) |
|--------------------|-------------------|----------------------------------|
| Software | \$4,000 | \$49,364 |
| Training | \$3,500 | \$18,765 |
| Annual Maintenance | \$12,000 | \$8,208 |
| Total | \$19,500 | \$76,337 |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE COMPENSATION ADJUSTMENT FOR NON-UNION GROUP OF EMPLOYEES

Meeting Date: June 8, 2015
 Item Type: Consent
 Contact: Joe Lynch
 Prepared by: Janet Shefchik
 Reviewed by:

| | |
|-------------------------------------|------------------------------------|
| 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 checked="" type="checkbox"/> | Other |

PURPOSE/ACTION REQUESTED Approve compensation adjustments for the Non-Union group of employees for 2015 and 2016 (this action is separate of the approval for seasonal/temporary positions).

SUMMARY The City’s classification system and compensation plan meets the requirements of the Minnesota Pay Equity Act (471.991-.999) toward comparable pay for comparable work, irrespective of gender. The current plan was adopted by Council in December 2007, after the completion of a comprehensive market study and job evaluation process. The plan groups non-union positions into ranges with other similarly rated/ranked positions. Using this compensation plan, the City strives to maintain a favorable position to the marketplace from which we recruit. The plan is designed to keep the City in a position to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions.

The City has four collective bargaining groups comprising of clerical, technical and professional employees represented by AFSCME, Local 1065; maintenance employees represented by IUOE, Local 70; Police Officers represented by LELS, Local 84; and Police Sergeants represented by LELS, Local 189. The Non-Union group of employees are unrepresented and include the City’s supervisory, confidential, and utility employees (as Council may recall, the Utility group decertified in 2011, and are now included in the non-union compensation plan).

We have reached agreements with all four of the represented groups for 2015 and 2016 for wage increases of 3% for both years. In the interest of maintaining equity, we recommend that Council approve the attached resolution adopting the 2015 and 2016 Non-Union Compensation Plans, which include a 3% increase in compensation for both years. In addition to comparable wage increases, it is important to note that the City’s health insurance contributions for non-union employees will continue to mirror that of the represented groups.

The funds to cover a portion of this increase are included in the 2015 General Fund budget, which included an anticipated 2% cost of living increase. Staff recommends that the remaining amounts come from the General Fund fund balance (approximately \$18,300), plus a combination from all other funds (approximately \$14,500). The 2016 increases will be calculated into the 2016 budget.

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

RESOLUTION NO. _____

RESOLUTION APPROVING 2015 and 2016 COMPENSATION PLANS COVERING NON-
UNION POSITIONS (EXCLUDING SEASONAL/TEMPORARY POSITIONS)

BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:

Whereas, the City of Inver Grove Heights desires to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions; and

Whereas, the City of Inver Grove Heights desires to reward employees for performance which meets established expectations; and

Whereas, it is the goal of the City to compensate its employees fairly in accordance with both market and economic conditions as well as meet its statutory obligations with respect to the Minnesota Pay Equity Act and comparable worth; and

Whereas, the City Administrator shall approve progression within the compensation plan based on the recommendation of the supervisor who shall demonstrate that established performance goals and objectives have been satisfactorily met.

Now therefore be it resolved that the City of Inver Grove Heights hereby adopts the attached compensation plan for non-union (non seasonal/temporary) employees for 2015 to be effective January 1, 2015 to December 31, 2015, and for 2016 to be effective January 1, 2016 to December 31, 2016.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of June, 2015.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joseph Lynch, City Administrator

2015 Non-Union Compensation Plan

| POSITION | RANGE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|--|--------------|---------------|---------------|---------------|---------------|---------------|
| Police Chief Public Works Director Community Development Director Parks and Recreation Director Finance Director Fire Chief | Y | \$99,500 | \$105,800 | \$112,000 | \$118,000 | \$124,300 |
| City Engineer Lieutenant Assistant Fire Chief | W | \$85,300 | \$90,500 | \$96,000 | \$101,200 | \$106,600 |
| Chief Building Official Recreation Superintendent City Planner Assistant City Engineer Utility Superintendent Streets Maintenance Supt. Parks Maintenance Supt. Technology Manager Human Resources Manager | V | \$79,000 | \$84,000 | \$89,000 | \$93,900 | \$98,800 |
| Golf Course Superintendent Golf Course Clubhouse Supt. City Clerk | U | \$68,100 | \$72,500 | \$76,600 | \$79,800 | \$85,100 |
| Guest Services Supervisor Human Resources Coordinator | T | \$58,700 | \$62,500 | \$66,100 | \$69,700 | \$73,400 |
| Asst. Golf Course Supt. Golf Operations Coordinator MIS Technician | S | \$52,300 | \$55,500 | \$58,800 | \$62,200 | \$65,400 |
| Utility Lead Worker | R | \$58,532 | \$60,204 | \$61,742 | | |
| Utility Maintenance Worker | Q | \$44,633 | \$47,422 | \$50,212 | \$53,001 | \$55,791 |

2016 Non-Union Compensation Plan

| POSITION | RANGE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|--|-------|-----------|-----------|-----------|-----------|-----------|
| Police Chief Public Works Director Community Development Director Parks and Recreation Director Finance Director Fire Chief | Y | \$102,500 | \$109,000 | \$115,400 | \$121,500 | \$128,000 |
| City Engineer Lieutenant Assistant Fire Chief | W | \$87,900 | \$93,200 | \$98,900 | \$104,200 | \$109,800 |
| Chief Building Official Recreation Superintendent City Planner Assistant City Engineer Utility Superintendent Streets Maintenance Supt. Parks Maintenance Supt. Technology Manager Human Resources Manager | V | \$81,400 | \$86,500 | \$91,700 | \$96,700 | \$101,800 |
| Golf Course Superintendent Golf Course Clubhouse Supt. City Clerk | U | \$70,100 | \$74,700 | \$78,900 | \$82,200 | \$87,700 |
| Guest Services Supervisor Human Resources Coordinator | T | \$60,500 | \$64,400 | \$68,100 | \$71,800 | \$75,600 |
| Asst. Golf Course Supt. Golf Operations Coordinator MIS Technician | S | \$53,900 | \$57,200 | \$60,600 | \$64,100 | \$67,400 |
| Utility Lead Worker | R | \$60,288 | \$62,010 | \$63,594 | | |
| Utility Maintenance Worker | Q | \$45,972 | \$48,845 | \$51,718 | \$54,591 | \$57,465 |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date:
Item Type: Consent Agenda
Contact:
Prepared by: George Tourville, Mayor
Reviewed by:

| | |
|-------------------------------------|------------------------------------|
| 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

Council is asked to approve a recommended increase for the City Administrator for 2015.

SUMMARY

The City Council met in Closed Executive Session on April 20th, 2015 to discuss and review the performance of the City Administrator in 2014. Council felt that overall the City Administrator met the expectations of the Council in performance of his job. Council typically waits for all Union Contracts to be agreed to and settled before taking any action on any of the Non-Union wages. The request for consideration of changes to the Non-Union compensation is contained in this same Agenda packet.

At this time I recommend that the City Council approve the salary of the City Administrator for 2015 of \$132,808. This adjustment should be retroactive to January 1st, 2015. This amount is covered and already included in the 2015 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Application of the Church of St. Patrick for a Temporary On-Sale Liquor License for the Premises located at 3535

Meeting Date: June 8, 2015
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of the request from the Church of St. Patrick for a temporary on-sale liquor license on September 19 – 20, 2015.

Pursuant to City Code Section 4-1-4 a temporary on-sale intoxicating liquor license may be issued to a club, charitable, religious, or other nonprofit organization in existence for at least three (3) years. The temporary license may only be issued in conjunction with a social event within the municipality sponsored by the licensee and may only be issued for a period not to exceed four (4) consecutive days.

The Church of St. Patrick is hosting its Annual Fall Festival.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request of Kladek, Inc. for a Temporary Liquor License Extension to a Designated Outdoor Area on Saturday, July 25th, 2015 in conjunction with a Fundraiser with proceeds to “Homes for Our Troops” and Car Show Event

Meeting Date: June 8, 2015
 Item Type: Consent
 Contact: Joe Lynch
 Prepared by: Amy Jannetto
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of Kladek, Inc. to extend the existing liquor license sales area to a designated outdoor area on Saturday, July 25, 2015 in conjunction with a fundraiser and car show event.

SUMMARY:

Susan Kladek has made a request to extend the liquor sales area to the King of Diamonds parking lot during a one-day event consisting of a fundraiser and car show. The proceeds and donations will be given to “Homes for Our Troops”. The event will include the sale of food and non-alcoholic beverages as well as a beer garden to be located in an enclosed area of the parking lot. No alcoholic beverages will be consumed outside of the enclosed area, and colored wristbands will be utilized for age verification purposes. Security personnel will be on-hand throughout the day to monitor the event.

Ms. Kalsbeck will work with the Police Chief and the Fire Marshall as the event date nears to receive input regarding the proposed outdoor sales and other safety issues related to the event.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve the Custom Grading and the Drainage and Utility Easement Agreements for 7102 Bester Avenue

Meeting Date: June 8, 2015
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director

STJ

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

PURPOSE/ACTION REQUESTED

Approve the Custom Grading and the Drainage and Utility Easement Agreements for a new home to be built at 7102 Bester Avenue.

SUMMARY

The owners of 7102 Bester Avenue are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The lot was created as part of a lot split. Granting of perimeter drainage and utility easements were a condition of approval of the lot split. The owners, Keith and Barb Hoffman, have provided the required grading and erosion control plans, easement description, and easement exhibit. They have also signed the Custom Grading and the Drainage and Utility Easement Agreements (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 letter of credit or cash surety.

It is recommended that the City Council approve the Custom Grading and Drainage and the Utility Easement Agreements for 7102 Bester Avenue.

TJK/jds
 Attachments: Custom Grading Agreement
 Drainage and Utility Easement Agreement

CUSTOM GRADING AGREEMENT
FOR
7102 BESTER AVENUE
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 8th day of June, 2015, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 OWNER. "Owner" means Keith Hoffman and Barb Hoffman, husband and wife.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans,

drawings, specifications and surveys identified on the attached Appendix 1.

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

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

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

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

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

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

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

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

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

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

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

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following

or any combination thereof:

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

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

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

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

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

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

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

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

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

If to Owner: Keith Hoffman and Barb Hoffman
4770 Brent Avenue
Inver Grove Heights, MN 55076

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

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

That part of the West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter of Section 9, Township 27 North, Range 22 West, lying southerly of the following described line: Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the line to be described; thence North 88 degrees 55 minutes 07 seconds East, a distance of 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East, a distance of 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East, a distance of 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East, a distance of 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminating.

Subject to a road easement for Bester Avenue, per document number 978586, and all other easements of record, if any.

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

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

ARTICLE 3 **IMPROVEMENTS**

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

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

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

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

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

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

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

3.8 GRADING/DRAINAGE PLAN AND EASEMENTS. The Developer shall construct drainage facilities adequate to serve the Plat in accord with the Development Plans. The Owner and Developer agree to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be on the Plat or in writing, in recordable form, and on the standard easement form of the

City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Development Contract. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 9.

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

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

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

- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2017. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2017, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2017.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

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

The Engineering Escrow Amount shall be used to pay the City for engineering review

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:


Keith Hoffman


Barb Hoffman

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 2ND day of June, 2015, before me a Notary Public within and for said County, personally appeared Keith Hoffman and Barb Hoffman, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.


Notary Public



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

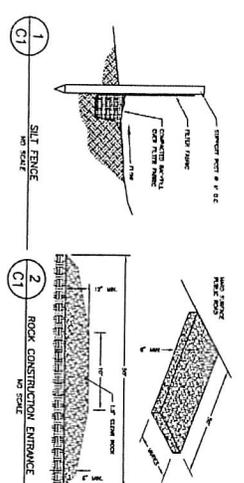
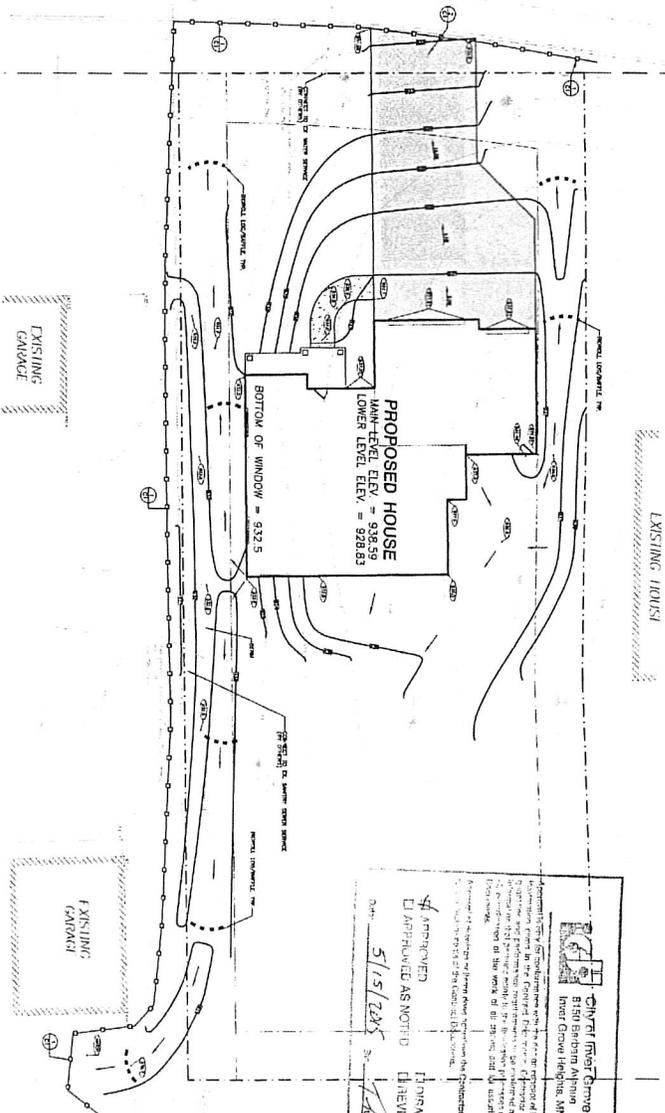
**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

APPENDIX 1
LIST OF DEVELOPMENT PLANS

| <u>PLAN</u> | <u>DATE OF PLAN PREPARATION</u> | <u>PREPARED BY</u> |
|---------------------|--|-------------------------------|
| 1.) Lot Certificate | May 13, 2015 | Rehder & Associates, Inc. |

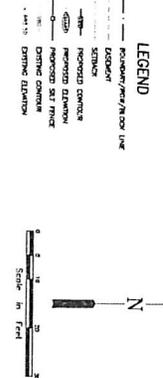
Approved by the City Engineer on May 15, 2015.

BESTER AVENUE EAST



- GRADING NOTES**
- 1 - As in field notes.
 - 2 - Existing grade over 4' high must be stripped by a licensed engineer and approved by the City.
 - 3 - Top of foundation, wall and/or slab shall be 2' to 4' above ground, unless otherwise noted. All foundations shall be 2' to 4' above ground, unless otherwise noted.
 - 4 - All foundations shall be 2' to 4' above ground, unless otherwise noted.
 - 5 - All foundations shall be 2' to 4' above ground, unless otherwise noted.
- EROSION CONTROL NOTES**
- 1 - All erosion control measures shall be installed prior to grading operations and shall be maintained throughout the construction process.
 - 2 - Silt fences shall be installed at all construction entrances and exits.
 - 3 - Temporary and final silt fences shall be installed at all construction entrances and exits.
 - 4 - Erosion control measures shall be installed at all construction entrances and exits.
 - 5 - Erosion control measures shall be installed at all construction entrances and exits.

LOT AREA = 0.40 ACRES
 IMPERVIOUS AREA = 0.10 ACRES
 C.U.T. = 475 C.Y.
 F.L. = 138 C.Y.



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

APPROVED
 5/15/2015

DESIGNED AND RESUBMITTED
 [Signature]

APPENDIX 2
IMPROVEMENTS

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

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

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 8th day of June, 2015, between **Keith Hoffman and Barb Hoffman**, husband and wife (hereinafter individually and collectively referred to as “Landowner”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

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

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

Keith Hoff.
Keith Hoffman

Barb Hoffman
Barb Hoffman

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 2nd day of June, 2015, before me a Notary Public within and for said County, personally appeared Keith Hoffman and Barb Hoffman, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.



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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

That part of the West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter of Section 9, Township 27 North, Range 22 West, lying southerly of the following described line: Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the line to be described; thence North 88 degrees 55 minutes 07 seconds East, a distance of 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East, a distance of 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East, a distance of 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East, a distance of 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminating, Dakota County, Minnesota.

Dakota County Tax Parcel Identification No.: 20-00900-25-062

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the North 5 feet, the East 5 feet and the South 10 feet of the following described property:

That part of the West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter of Section 9, Township 27 North, Range 22 West, lying southerly of the following described line: Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the line to be described; thence North 88 degrees 55 minutes 07 seconds East, a distance of 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East, a distance of 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East, a distance of 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East, a distance of 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminating, Dakota County, Minnesota.

Together with a 10 foot permanent easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the following described property:

That part of the West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter of Section 9, Township 27 North, Range 22 West, lying southerly of the following described line: Commencing at the southwest corner of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet of the Northeast Quarter of the Northwest Quarter; thence North 00 degrees 33 minutes 19 seconds West, assumed bearing, along the west line thereof, a distance of 85.00 feet, to the point of beginning of the line to be described; thence North 88 degrees 55 minutes 07 seconds East, a distance of 30.00 feet; thence North 89 degrees 27 minutes 47 seconds East, a distance of 43.97 feet; thence South 89 degrees 36 minutes 07 seconds East, a distance of 52.25 feet; thence North 87 degrees 41 minutes 30 seconds East, a distance of 82.52 feet to the east line of said West 208.7 feet of the East 642.6 feet of the South 208.7 feet of the North 626.1 feet; said line there terminating, Dakota County, Minnesota.

The west line of said 10 foot permanent easement is described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 88 degrees 26 minutes 29 seconds West, assumed bearing, along the north line thereof 642.60 feet; thence South 01 degrees 01 minutes 56 seconds East, parallel with the east line of said Northwest Quarter, a distance of 417.40 feet; thence North 88 degrees 26 minutes 29 seconds East 23.26 feet to the point of beginning of the line to be described; thence southerly 54.69 feet along a non-tangential curve, concave to the west, having a radius of 708.48 feet, a central angle of 04 degrees 25 minutes 22 seconds, and the chord of said curve bears South 05 degrees 10 minutes 51 seconds West; thence South 07 degrees 23 minutes 50 seconds West 80.54 feet; thence southerly 75.17 feet along a tangential curve, concave to the east, having a radius of 512.79 feet, and a central angle of 08 degrees 23 minutes 55 seconds to a point of the south line of the North 626.1 feet of said Northeast Quarter of the Northwest Quarter and said line there terminating.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving and Accepting Proposal for Professional Services from Kimley-Horn and Associates, Inc. for City Project No. 2014-11 – Argenta Trail and Trunk Highway 55

Meeting Date: June 8, 2015
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *[Signature]*

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: Local Improvement Fund |

PURPOSE/ACTION REQUESTED

Resolution receiving and accepting proposal for professional services from Kimley-Horn and Associates, Inc. for City Project No. 2014-11 – Argenta Trail and Trunk Highway 55.

SUMMARY

The project was initiated by the City Council as part of the City’s Capital Improvement Program. The City approved a Joint Powers Agreement (JPA) with Dakota County for preliminary and final design on September 8, 2014. That JPA was amended on November 10, 2014 to extend the study limits to include the North Study Area.

The City is the lead entity for the preliminary and final design, per the JPA. The City contracted with Kimley-Horn and Associates, Inc. on September 8, 2014 to complete preliminary engineering for the project. City and County staff developed a scope of services with Kimley-Horn for the final design. The attached proposal (IPO No. 24) is based on that scope.

I recommend adoption of the resolution receiving and accepting the proposal (IPO No. 24) for an amount not to exceed \$580,345. The City’s share of the cost will be \$261,155. Funding will come from the Local Improvement Fund.

SDT/kf
Attachment: Resolution
IPO No. 24

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES,
ACCEPTING THE PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. AND
AUTHORIZING STAFF TO EXECUTE INDIVIDUAL PROJECT ORDER (IPO) NO. 24 FOR
FINAL DESIGN FOR CITY PROJECT NO. 2014-11

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Dakota County have entered into a Joint Powers Agreement for preliminary engineering and final design for City Project No. 2014-11 (Dakota County Project No. 63-25); and

WHEREAS, the City is the lead agency for the project as stated in the Joint Powers Agreement; and

WHEREAS, the City approved a proposal on September 8, 2014 for the preliminary engineering for the project with Kimley-Horn and Associates, Inc.; and

WHEREAS, the City and the County desire to use Kimley-Horn and Associates, Inc. for the final design; and

WHEREAS, a scope of services was prepared for said work and Kimley-Horn and Associates, Inc. has provided IPO No. 24 based on that scope of services.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Inver Grove Heights receives and accepts the proposal from Kimley-Horn and Associates, Inc. and authorizes staff to execute IPO No. 24 with Kimley-Horn for the requested work.

Approved by the City Council of Inver Grove Heights this 8th day of June 2015

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER (IPO) NO. 24

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: CSAH 28/CSAH 63 Final Design
City Project 2014-11
County Project 63-25

General Category of Services: Final design phase services.

Specific Scope of Basic Services: Final design services for Argenta Trail, Trunk Highway 55, and 77th Street for the Argenta Trail project.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Plans (Argenta Trail – South)
Project Manual/Specifications (Argenta Trail – South)
Wetland Delineation and Report (Argenta Trail – South)
Design Memorandum (Argenta Trail – South)

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: _____

DATE: _____

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 24

CSAH 28/CSAH 63 FINAL DESIGN
CITY PROJECT 2014-11
COUNTY PROJECT 63-25

IPO 24 includes scope and effort for the final design of the CSAH 28/CSAH 63 project. Specifically, this IPO includes final design services for the following roadway segments:

- 77th Street
- TH 55
- Argenta Trail
- Amana Trail

A summary of the services included in this IPO is provided below.

TASK 1: PROJECT MANAGEMENT AND PUBLIC INVOLVEMENT

PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Project management duties will include communication with the City, County, MnDOT Metro Division (including Traffic, Design, and South Area), MnDOT State Aid, and MnDOT Central Office to coordinate the final design and specifications. We have assumed that the City's project manager will be our main point of contact for the final design of the project.

1. Administration

Kimley-Horn will prepare meeting agendas, meeting minutes, progress reports, monthly invoices, contract amendment requests (if necessary), and schedule updates as the project progresses through final design. Kimley-Horn will manage communication with the necessary project personnel and coordinate project tasks to be completed within the project schedule and budget.

2. Coordination Meetings

Kimley-Horn will conduct coordination meetings with the following:

- MnDOT (Metro District and State Aid)
- Utility Owners
- Property Owners
- Businesses
- Regulatory Agencies

We have assumed that this will include up to 15 meetings.

3. Project Meetings

Kimley-Horn will schedule, prepare for and attend project status and review meetings as identified below. We will prepare meeting materials, agendas and meeting minutes.

3.1 *Project Management Team (PMT) Meetings*

Kimley-Horn will schedule, prepare for, lead and provide minutes for the project management

team (PMT) meetings. We have assumed the PMT will meet on a monthly basis to discuss the design status, unresolved issues, priorities, right of way acquisition impacts, permits, and agency-related issues for the project with the purpose of making design decisions and resolving issues. The PMT will include staff from the City, County, and MnDOT. We have assumed up to ten (10) PMT meetings will be held as part of the final design phase.

3.2 *Plan Review Meetings (60%, 95% and 100%)*

Kimley-Horn will prepare for and conduct plan review meetings at the 60%, 95% and 100% project milestones.

3.3. *Utility Coordination Meetings*

Kimley-Horn will prepare for and conduct up to three (3) meetings with private utility companies. We have assumed that the meetings will generally be held following plan completion milestones to coordinate any updates with the private utilities.

4. Quality Assurance (QA) and Quality Control (QC)

Kimley-Horn will update the project QMP for final design specifying Quality Assurance and Quality Control (QA/QC) activities to be performed throughout the duration of the project to ensure delivery of a quality product in a timely manner that conforms to established contract requirements. We will distribute the updated QMP to all project team members, including subcontractors.

PUBLIC INVOLVEMENT

Kimley-Horn will support the City and County in developing and implementing a plan to identify and involve public interests potentially affected by the project. Our proposed plan for public involvement is detailed below.

1. Project Newsletters and Website

We will prepare up to three (3) draft newsletters for the project. The newsletters will present the need for the project, the latest information regarding the project, layout, results of past meetings, and the project schedule. They may also be used as invitations to the public open house meetings. Newsletters will be printed and distributed by the County. Kimley-Horn will also provide updated information for the County's website. We have assumed that County staff will manage the website and upload current project information.

2. Public Open Houses

Kimley-Horn will prepare for and attend up to two (2) public open house meetings to share general information and to ask the public for input on the project. We have assumed that Dakota County will publicize the public open house meetings, mail newsletters, and arrange the meeting location.

We will modify the current project PowerPoint presentation to be presented by Kimley-Horn staff at each of the open houses. We have assumed that up to two (2) updates to the presentation will be necessary.

3. Property Owner Coordination

Kimley-Horn will have one representative attend meetings between property owners and City/County staff. We have assumed the City will coordinate the meetings with the property owners, develop agendas, and prepare minutes to be distributed to the PMT. It is assumed that our attendance will be requested at up to five (5) small group property owner meetings.

TASK 2: DATA COLLECTION

WETLAND DELINEATION AND PERMIT COORDINATION

Kimley-Horn will field delineate wetlands, prepare the wetland delineation report, and lead the permitting process for the project. This scope assumes any wetland impacts will be mitigated through the use of BWSR Roadway Replacement Credits. We understand the City is the LGU but the task will include direct coordination with the Dakota County SWCD.

1. Wetland Delineation and Report

1.1 *Collect background data*

The site location and preliminary plans will be reviewed and used as background information in the completion of a wetland assessment. Existing data such as National Wetland Inventory, Dakota County Soil Survey, precipitation data and aerial photographs will be used to identify potential wetland areas.

1.2 *Wetland Delineation and Report*

A wetland delineation, using Routine Wetland Delineation Methods, would be conducted on-site to determine the jurisdictional wetland boundaries within the project area. The agencies with jurisdiction over these wetlands would also be identified (anticipate the Army Corps, City, and Dakota County SWCD). The delineation will include documentation of the soils (hand auger or shovel test), vegetation and visible hydrology present at the time of the site review. Flags will be placed along the wetland edge within potential impact areas, demarking the wetland. Wetland flags will be surveyed with GPS. This task assumes up to 6 wetlands.

A report documenting the findings, as required by the agencies, would be prepared.

1.3 *Technical Evaluation Panel (TEP) Meeting*

Review and approval of the delineation will be required by the Dakota County SWCD, as the local governmental unit, and will also include review by representatives from BWSR, and the Corps of Engineers. This task assumes one meeting on-site coordinated and led by KHA to review the wetland boundaries and provide a general project overview. A TEP Finding regarding the wetland boundaries and types will be requested.

2. Wetland Permits and Coordination

2.1 *Pre-Application Meeting*

We will conduct one pre-application meeting (if needed) with the City of Inver Grove Heights, Dakota County SWCD, representatives from BWSR, and the Corps of Engineers to discuss the project impacts, mitigation requirements and permit review process.

2.2 *Prepare Permit Application*

Kimley-Horn will prepare a joint application to the City and Corps for wetland impacts. This scope does not include any other City or County permits. The subtasks required to prepare this permit application include:

- A narrative on alternatives considered and how the project has avoided or minimized

wetland impacts to the extent practicable, unavoidable wetland impacts, mitigation plan, erosion control plan and measures to protect remaining wetlands.

- Graphics depicting existing conditions, impacts and mitigation.
- Review draft application submittal package with the PMT.
- Description of grading needed and measures proposed for storm water management.

2.3 *Agency Coordination*

Kimley-Horn will correspond with the TEP regarding permit review needs, application materials and review process. It is assumed that no additional meetings will be required. Kimley-Horn will lead the preparation and coordination of the permit applications based on the proposed project improvements.

GEOTECH AND SUPPLEMENTAL SURVEY

1. Coordinate System Conversion

The preliminary design plans were completed based on GIS information provided by Dakota County and as-built plans completed as part of previous projects on Amana Trail and Yankee Doodle Road. As an initial step in the final design process, we will convert the preliminary design files into the coordinate system the County utilizes for platting and right-of-way acquisition (NAD 83 - 1986 adjustment).

2. Supplemental Survey Allowance

Topographic survey was completed as part of the preliminary design phase of the project. This task is intended to be an allowance to complete additional topographic survey as necessary to inform the final plan preparation. We have assumed up to 30 hours of survey work may be necessary.

3. Soil Borings and Geotechnical Report

American Engineering Testing (AET), as a Kimley-Horn sub-consultant, will obtain soil borings and pavement cores to evaluate the existing pavement and subgrade conditions for the project area. We have assumed this will include up to six (6) pond borings and up to thirty (30) roadway borings. We have assumed fifteen (15) of the roadway borings will be flight auger sampling at 9.5 feet deep and fifteen (15) of the roadway borings will be standard penetration test sampling at 16 feet deep.

Prior to performing any borings, we will obtain County permits and written permission from affected property owners. We will coordinate utility locates and provide necessary traffic control.

We will use the results of the geotechnical investigation to prepare a materials design recommendation letter (MDR) for the project.

TASK 3: FINAL DESIGN

TRAFFIC ANALYSIS AND SIGNAL DESIGN

1. Prepare Signal Justification Report (SJR)

A Synchro/SimTraffic analysis will be completed for the proposed TH 55/Argenta Trail intersection to be included in the signal justification report. This report will document the intersection geometrics along with the signal control justification and be summarized in memorandum form.

The signal justification report will be submitted to MnDOT for review.

2. Prepare Signal Design Plans and Specifications

Kimley-Horn will prepare the signal design plans and specifications for the proposed signal at the intersection of TH 55 and Argenta Trail. The plans will be prepared in accordance with MnDOT standard plan format, and will contain all necessary design information including (but not limited to) the following: quantity tabulation, signature block, abbreviations, symbols, details (standard & special), intersection layout(s) and wiring diagram(s), mast arm signing and “For Information Only” signal plans. Specifications will be prepared using MnDOT standard specifications for signal design.

UTILITY COORDINATION

1. Final Design Utility Coordination

Kimley-Horn will perform all utility identification and coordination as outlined in the County Utility Coordination Process in addition to applicable MnDOT guidelines. This work will include contacting Gopher State One-Call to request “field locates” of all potentially affected underground utilities (telephone, electric, gas, fiber optics, cable TV, sanitary sewer, storm sewer, water, etc.) and also field inspection (and/or conduct record searches) to identify overhead utilities and private utilities in the vicinity of the proposed project.

We will assist in defining ownership of each existing utility, develop a list of contact personnel and provide initial correspondence with potentially affected utility companies. We will forward the utility companies copies of plans at the 60%, 95%, and final plan level. We will work with the PMT to field verify the limits of any utility locates before the actual field work is performed. All correspondence with potentially affected utilities will be documented. Utility coordination meetings are included in the meetings task of this IPO.

2. Utility Relocation Coordination

Public utilities are proposed to be installed by the City of Inver Grove Heights under a separate project in the area in 2015. Kimley-Horn will coordinate the preliminary design with the City’s proposed public utilities at the start of the final design process. Kimley-Horn will also identify public utility adjustments that may be necessary.

We will coordinate relocations and adjustments of private utilities and check that relocated facilities will not be in conflict with proposed design. We have assumed coordination with Xcel Energy – Transmission, Magellan Pipeline, and Exxon Mobil Pipeline will be necessary during the final design process to understand the work to be completed before construction.

We have assumed that City and/or County staff will coordinate the execution of any agreements with Xcel Energy – Transmission, Magellan Pipeline, and Exxon-Mobil that are necessary to begin relocation work for those facilities.

DRAINAGE DESIGN

The proposed stormwater management system will be designed to meet the requirements of the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity, Lower Mississippi River Watershed Management Organization

(LMRWMO) and Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO) Standards, and City of Inver Grove Heights Northwest Area Standards. We understand the boundary between the LMRWMO and the E-IGHWMO generally follows the existing alignment of Argenta Trail. Requirements of applicable State Technical Memorandums and State Aid Standards will also be met.

1. Drainage Design

Kimley-Horn will prepare the drainage design for the proposed improvements in accordance with City, County, and the above referenced agency standards. The following work is included in the drainage design portion of the scope and fee. Storm sewer plan/profile sheets, grading plans, and structure detail plans are included in the plan preparation task.

1.1 *Drainage Overview Maps*

A drainage overview map will be prepared detailing existing conditions to be maintained and the proposed drainage modifications to be constructed as part of the project. Survey as-built information of the existing system will be included. Maps will also include existing and proposed drainage areas used for design computations.

1.2 *Existing and Proposed Conditions Model*

A HydroCAD model of the existing and proposed conditions will be prepared and included in the final report.

1.3 *Storm Sewer and Stormwater BMP Design Computations*

We will complete drainage design computations as necessary to meet agency standards and permitting requirements. All computations will be shown in the final report.

1.4 *Stormwater Pollution Prevention Plans (SWPPP)*

We will prepare the project SWPPP plans and documentation. We have assumed all SWPPP and NPDES requirements will be shown on SWPPP plan sheets to be included in the final construction plans.

2. Final Stormwater Management Report

Kimley-Horn will prepare a stand-alone water resource technical report, which addresses water quality, water quantity, wetland impacts, and floodplain requirements for the project. The purpose of the stand-alone report is to provide a document that can be easily reviewed by the cities, County and agencies to separate the water resource impacts from the highway design aspects of the project. We will prepare the final stormwater management report and all supporting documentation and electronic files for submittal to MnDOT, Dakota County, and the City of Inver Grove Heights.

3. Northwest Area Stormwater Management Coordination and Review

Emmons & Olivier Resources, Inc. (EOR) will provide review and coordination of the stormwater management design as it relates to the City's Northwest Area standards. EOR will be a subconsultant to Kimley-Horn for this task. Kimley-Horn will coordinate directly with EOR regarding the project impacts to the overall Northwest Area drainage system and BMP design to meet the City's design requirements. Changes to the Northwest Area drainage system will be evaluated by EOR and findings will be included in the final report.

DESIGN MEMORANDUM

1. Design Standards Documentation and Memorandum

Kimley-Horn will prepare a design memorandum to document the project design criteria and standards; to discuss any pertinent issues; and, if there are design exceptions, to document and justify them. The format for the design memorandum will follow the requirements of the HPDP manual.

2. Coordination of Design Memorandum Review

We will distribute the document to the PMT for review, comment, and discussion at a PMT meeting. Following concurrence from the PMT, we will submit the document to MnDOT and facilitate processing of the document.

FINAL PLAN PREPARATION

Kimley-Horn will prepare final construction plans and a project manual for the proposed Argenta Trail (South Portion) and 77th Street realignment improvements consistent with the 30% plans completed as part of the preliminary design work order.

1. 60% Plan Submittal

Kimley-Horn will prepare a complete 60% plan for submittal to the City of Inver Grove Heights and Dakota County for review. We have assumed the 60% plan set will include the following plans at corresponding completion levels:

- Title Sheet (60%)
- General layout (90%)
- Statement of Estimated Quantities (60%)
- Standard Plates and Chart Index (60%)
- Soils and Construction Notes (60%)
- In-place Public Utility Tabulations (95%)
- Quantity Tabulations (60%)
- Typical Sections (90%)
- Construction Staging and Traffic Control Plans (60%)
- Alignment Plans and Tabulations (100%)
- In-place Topography (90%)
- Removal Plans (90%)
- Construction Plans (60%)
- Profiles (90%)
- Signal and Intersection Detailed Design (60%)
- Interconnect Layout (60%)
- Drainage and Superelevation Plans (60%)
- Contour Plans (60%)
- Storm Sewer Profiles and Tabulations (60%)
- Retaining Wall Plans (60%)
- Utility Relocation Plans (60%)
- Erosion Control and Turf Establishment Plans (60%)
- Pavement Marking Plans and Tabulations (60%)
- Roadway Signing Plans (60%)

- Cross Section Match-line Layout (90%)
 - Cross Sections (90%)
2. 60% Engineer's Opinion of Probable Cost (OPC)
Kimley-Horn will prepare an OPC at the 60% plan completion for the proposed improvements. The OPC will be prepared in an SEQ format identifying cost splits for the City, Dakota County, and MnDOT. Drainage and storm sewer splits will also be included for applicable project numbers.
 3. 95% Plan Submittal
Following submittal of the 60% plans, Kimley-Horn continue to move the final design forward to final plan completion. Comments on the 60% plans will be incorporated into the final plans as they are received from reviewing agencies. 95% plans will be prepared as a final plan set deliverable to the City of Inver Grove Heights, Dakota County, and MnDOT with the intention that the only modifications to the plans following the 95% submittal will be as a direct result of comments received by the reviewing agencies. We have assumed the submittal of final plans will include complete sets of plans (as required by reviewing agencies) and the applicable AutoCAD files.
 4. 95% Engineer's Opinion of Probable Cost (OPC)
Kimley-Horn will prepare an OPC at the 95% plan completion for the proposed improvements. The OPC will be prepared in an SEQ format identifying cost splits for the City, Dakota County, and MnDOT. Drainage and storm sewer splits will also be included for applicable project numbers.
 5. Project Manual
We will prepare the project manual in accordance with applicable MnDOT, Dakota County and City of Inver Grove Heights standards. We have assumed Dakota County will bid the construction project and will provide County standard contract and front end specification examples. We will prepare general and technical specifications required for the project. We will submit the project manual at the 95% plan completion level for review by MnDOT, Dakota County, and the City of Inver Grove Heights.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 24

CSAH 28/CSAH 63 FINAL DESIGN
CITY PROJECT 2014-11
COUNTY PROJECT 63-25

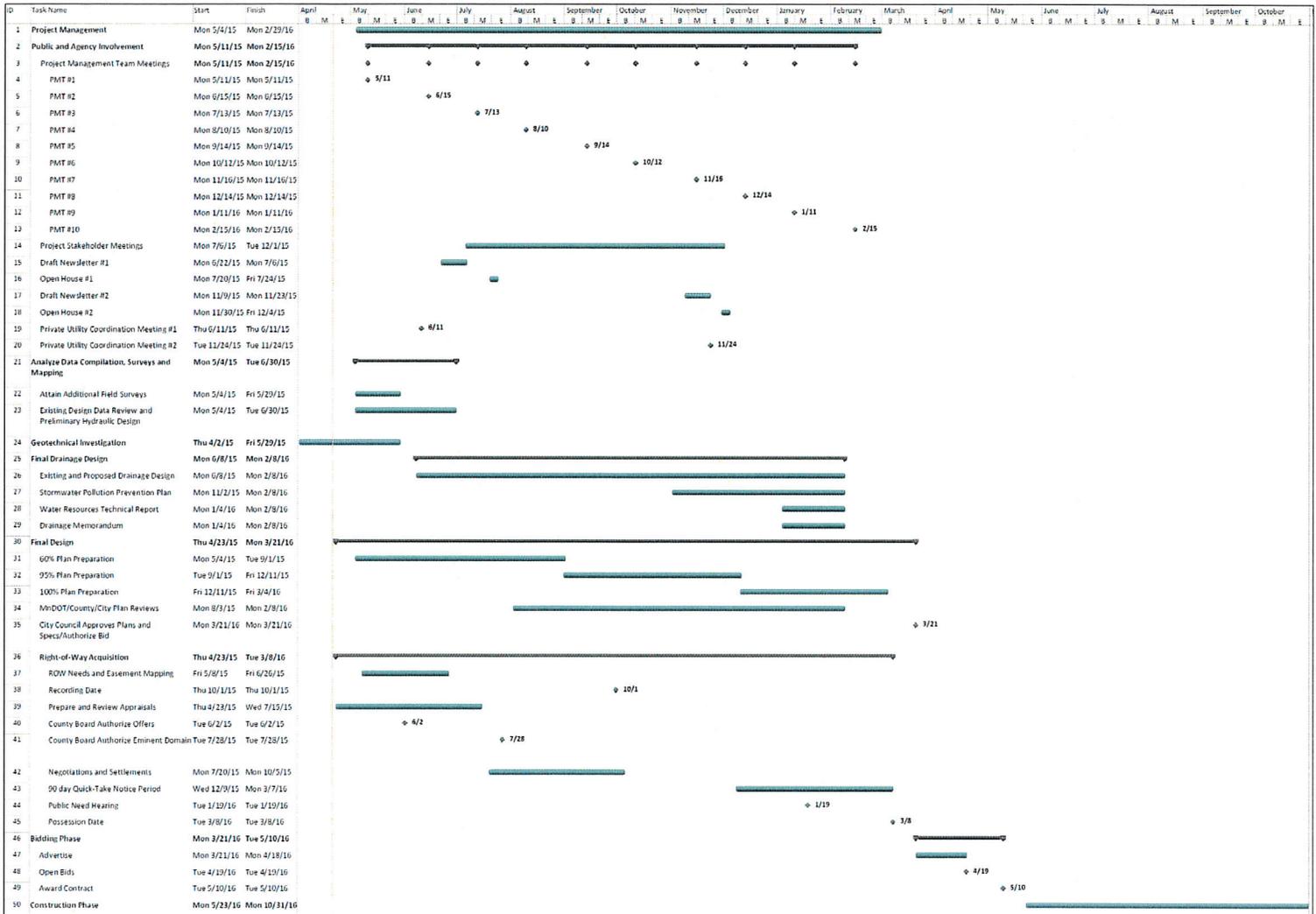
Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

| <u>Work Task</u> | <u>Estimated Fee</u> |
|---|----------------------|
| 1. Project Management and Public Involvement | |
| Project Management, Meetings, and Coordination | \$ 48,920 |
| <u>Public Involvement</u> | <u>\$ 19,235</u> |
| Subtotal | \$ 68,155 |
| | |
| 2. Data Collection | |
| Wetland Delineation and Permit Coordination | \$ 19,510 |
| <u>Geotech and Supplemental Survey</u> | <u>\$ 39,685</u> |
| Subtotal | \$ 59,195 |
| | |
| 3. Final Design | |
| Traffic Analysis and Signal Design | \$ 23,825 |
| Utility Coordination | \$ 10,225 |
| Drainage Design | \$ 69,090 |
| Design Memorandums | \$ 5,510 |
| <u>Final Plan Preparation – Argenta Trail South</u> | <u>\$ 311,495</u> |
| Subtotal | \$ 420,145 |
| | |
| <u>Reimbursable Expenses</u> | <u>\$ 32,850</u> |
| <u>Total</u> | <u>\$ 580,345</u> |

A more detailed summary of the estimated costs is provided on the attached spreadsheet.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$580,345 including all labor and reimbursable expenses.

EXHIBIT C PROJECT SCHEDULE



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposals for Professional Services for Valuation of Blackstone Ridge Right-of-Way (ROW) and Easements for Future Argenta Trail

Meeting Date: June 8, 2015
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept proposals for professional services for valuation of Blackstone Ridge right-of-way (ROW) and easements for future Argenta Trail.

SUMMARY

At its March 23, 2015 meeting, the City Council approved a resolution requesting that Dakota County prepare a draft Joint Powers Agreement for acquisition and dedication of a strip of land 265-feet-wide along the west side of the proposed Blackstone Ridge plat for the future alignment of Argenta Trail. That resolution referenced a specific amount (\$2,311,000) to be paid to the owner/developer.

The amount the County will contribute will follow its policy. However, the property valuation must be based on an appraisal. The developer provided a restricted appraisal report showing damages due to the dedication/acquisition of \$2,500,000.

County and City staffs agree that we need a separate appraisal analysis completed to provide the cost basis for the cost sharing that will be defined in the JPA. We had a number of conference calls with Integra Realty Resources and Loucks Associates to develop and refine the scopes of work for an appraisal analysis.

The attached proposals would use the same approach (development cost) used by the developer’s appraiser. The proposals (Integra = \$15,600, Loucks = \$24,700) are not to exceed amounts. Valuations would be prepared for three development scenarios: (1) the original 118 lot preliminary plat for Blackstone Ridge, (2) an alternative assuming a plat with 100 feet of ROW dedication, and (3) an alternative with 200 feet of ROW and 78 lots.

The expected City cost would be about 35 percent of the total (\$14,105). It would be funded from the Host Community Fund (the same source proposed to be used to fund its share of the payment to the developer as defined in the JPA). The County would administer the work and invoice the City.

I recommend that the Council accept the proposals.

SDT/kf
 Attachment: Proposals



May 18, 2015 (by email to Gary.Peppard@CO.DAKOTA.MN.US and US Mail)

Gary Peppard, Lead Right of Way Specialist
Dakota County Transportation
14955 Galaxie Avenue
Apple Valley, MN 55124

Re: Real Estate Appraisal services concerning the 60-acre parcel located in the West ½ of the Southeast ¼ of Section 6, Township 27, Range 22 and identified as Property Tax Parcel #20-00600-78-011 and owned by Jeffers Pond Development, LLC; parcel located in Inver Grove Heights, MN.

Dear Mr. Peppard:

Thank you for contacting me concerning your need for a real estate appraisal of the above referenced property. I have reviewed your emails of March 31st and have reviewed my notes from our conference calls of April 6th and May 14th and have now reviewed certain public information about this property. It is my understanding that you require an estimate of the diminution in current market value of this property resulting from a proposed dedication and sale/purchase of right of way for a future portion of Argenta Trail. We will provide three valuations using alternate development scenarios; 1) Before Valuation assuming no dedication, 2) Before Valuation assuming a partial dedication, and 3) After Valuation assuming full dedication/right of way sale/purchase. I further understand that these opinions will be used to assist you in negotiating a possible purchase of this right of way for a future portion of Argenta Trail from the current owner and an allocation of those costs with the City of Inver Grove Heights. This letter is our proposal to prepare a narrative appraisal report for the property.

Gary Peppard, Lead Right of Way Specialist
Dakota County Transportation
May 18, 2015
Page 3

- Selected to task force committee for Appraisal Institute, a six member committee responsible for the new 12th Edition of the Appraisal of Real Estate text
- Co-recipient of the 2001 and 2013 George L. Schmutz Memorial Awards from the Appraisal Institute in recognition of special contribution to the advancement of appraisal knowledge
- Appointed member of Educational Publications Committee for Appraisal Institute, a twelve member committee responsible for all educational materials, Chair of committee
- Approved national instructor to teach basic and advanced income approach courses, Discounted Cash Flow seminar, Retail Properties seminar, and Appraisal Practices for Litigation seminar for the Appraisal Institute
- Speaker at 1987 international convention of American Society of Appraisers; "Tax Reform Act of 1986 and its Impact on Marketability and Values".
- Speaker at 2013 international convention of Appraisal Institute; AI Connect held in Indianapolis, Indiana.

If you would like references, please contact me. Thank you for contacting me concerning this matter. If you agree with the terms of this proposal, please sign the authorization below and return one copy. In any event, I offer my best wishes for a successful outcome to this matter. Thank you for considering me for your appraisal needs.

Respectfully submitted,
INTEGRA REALTY RESOURCES – MINNEAPOLIS / ST. PAUL


Jeffrey A. Johnson MAI

Authorization to Proceed with Appraisal Service
by:

Print Name

Signature

_____(date)

Jeffrey A. Johnson, MAI

Education

Master of Science in Mathematics from the University of North Dakota. Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute, Commercial Investment Real Estate Institute, accredited universities, and others. Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

Articles and Publications

Co-author of Applications in Litigation Valuation: A Pragmatist's Guide by the Appraisal Institute

Co-author of Practical Applications in Appraisal Valuation Modeling by the Appraisal Institute

Co-author of Shopping Center Appraisal and Analysis, 2nd Edition by the Appraisal Institute

Contributing consultant for 2nd Ed. of Appraising Residential Properties by the Appraisal Institute

Author of Leasehold Interest valuation guide from E.H. Boeckh

Qualified Before Courts & Administrative Bodies

Testifying in District Courts, Tax Court, Administrative Hearings, and at Real Estate Commissioner Hearings in Minnesota.

Integra Realty Resources
Minneapolis/St. Paul

8012 Old Cedar Avenue South
Minneapolis, MN 55425

T 612-339-7700
F 612-339-7937

irr.com



May 18, 2015



Mr. Gary Peppard
Lead Right of Way Specialist
Dakota County Transportation Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Phone: 952-891-7126
Email: gary.peppard@co.dakota.mn.us

7200 Hemlock Lane
Suite 300
Minneapolis, MN 55425
Tel: 414.550.4444
763.424.5505
Fax: 612.550.4444

Re: "Before" and "After" Land Development Planning Services
1487 70th Street West
Blackstone Ridge Preliminary Plat
Inver Grove Heights, Minnesota 55077
Loucks Proposal #P15184Revised

Dear Mr. Peppard:

We appreciate the opportunity to assist the County in evaluating the development impacts of the future Argenta Trail (CSAH 63) on the Blackstone Ridge Preliminary Plat property. According to the Preliminary Plat documents the property consists of 60.25 acres north of 70th Street West. It is anticipated that the future Argenta Trail will be along the westerly property line. Our objective will be to develop before and after land development scenarios in order to evaluate the impacts on the property based on a land development cost basis.

1. GENERAL INFORMATION ABOUT THE FIRM

For 38 years, Loucks Associates has successfully partnered with local, county, and regional clients in the areas of site evaluation, land planning & analysis, land surveying, civil engineering and landscape architecture. We specialize in private sector development projects and look forward to sharing our expertise and insight with Dakota County. Our significant project experience in housing, stormwater treatment, parks and open spaces makes us uniquely qualified to provide thoughtful, innovative concept plans for use by Dakota County staff in evaluating the impacts of the proposed road on the development of this property.

Loucks Associates is a multidisciplinary firm with 45 professionals and technicians in the fields of land planning, civil engineering, surveying, and landscape architecture. Our team shares a deep commitment to quality design and its positive impact on developments and the community. Our support staff team, including AutoCAD engineering technicians, field technicians and construction representatives, is available to support our engineers and project managers for the duration of the project, which allows us to keep the project on time and on budget.

Our firm has two office locations in the Twin Cities:

Maple Grove

7200 Hemlock Lane North, Suite 300
Maple Grove, MN 55369
T: 763.424.5505
F: 763.424.5822

Saint Paul

365 Kellogg Boulevard East
Saint Paul, MN 55101
T: 763.424.5505
F: 651.297.6817

More information about our firm and project experience can be found on our website at www.loucksassociates.com

3. LAND DEVELOPMENT EXPERIENCE

Loucks Associates has the experience necessary to complete this project in a timely and efficient manner. Our multidisciplinary firm has provided similar services for a wide range of clients, and on a wide variety of project sites. Our experience includes:

A. Private Sector Development

Loucks Associates has long provided private sector planning services for single family and multifamily developers across the metro area. We have platted hundreds of properties of all sizes, and we understand the issues related to efficient and reasonable development planning. Some of our residential projects include:

a. PROJECTS IN DAKOTA COUNTY

- Kenwood Hills
- Hidden Creek Estates
- Providence
- Park Point
- Hatchard Estates
- Knutson Addition
- Salem Hills Farm
- Lafayette Ridge and 2nd Addition
- Leitch Estates
- Glenrose of Rosemount
- Cedar Villas
- Gertens Greenhouse and Retail
- Bur Oak Hills
- West Pointe Condominiums
- Inverness Village Condominiums
- Timberwood Village
- The Condominiums at Dakota Station
- Cedar Bluff Townhome Condominiums
- Angell Acres
- Ivy Falls South
- Lafayette Ridge and 2nd Addition
- Oakview Center and 2nd Addition
- Ridges 10th and 11th Additions
- Shady Oak Shores 6th 7th and 8th Additions

b. KEY SINGLE FAMILY PROJECTS IN OTHER COMMUNITIES

- Riverstone - Cottage Grove
- Pheasant Hills - Hugo
- EdgeWater - Rogers
- Cedar Estates - Maple Grove
- Crimson Ponds - Otsego
- Woodlands of Livonia - Sherburne
- Harbor Hills - Two Harbors
- Hidden Creek Preserve - Sartell
- Clover Field - Chanhassen
- Springbrook - Blaine
- Diamond Lake Woods - Dayton
- Parkview Hills - Delano
- Waterstone - Maple Grove
- Hidden Creek - Mayer
- Summerfield - Waverly
- Timber Hills - Hinckley
- Wildflower - Watertown

B. Knowledge of the Condemnation Process

Our prior experience with other condemnation cases provides a strong background with which we are better able to assist the County in this planning process. Although we understand it is not intended to condemn the right-of-way on this property, Loucks' experience in the issues related to condemnation proceedings will provide the background critical to assisting the County and their appraiser understand the development impact on the property.

C. Prior Experience with Collector Roads

Loucks Associates has previous experience working on properties in Inver Grove Heights with similar associated development challenges such as extreme topographic relief and isolated stormwater basins. In addition, we have worked on many projects that have collector roads adjacent to or within single family developments. We are aware of the design strategies necessary, to minimize the impacts of collector roads.

The second "Before" Plan will be based on a 100 foot right of way for Argenta Trail along the westerly side of the property that was required by the City and County as part of the Preliminary Plat process of Blackstone Ridge but was not shown on the submitted Preliminary Plat documents. This design scenario would be the County's baseline for the development cost analysis. This work would include:

- Preparing a lot configuration
- Conceptual road elevations
- Conceptual home types (full basement, splits and walkouts)
 - House types will be based on general topography relative to street grades. Groups of lots will be identified as potential house types but individual homes for each lot will have a house type.
- Summary of number and type of single family homes
- Lineal footage of road for basis of construction budgets
- Utilities type and lineal footage for basis on construction budgets
 - Stormwater Management including the impact of the isolated basins and mitigation efforts The stormwater management will be based on conceptual volumes using plan areas and approximate depths of potential ponding.

b) "After" Conceptual Plans

The "After" Plan will be based on a 265 foot right-of-way for Argenta Trail along the westerly side of the property. This development analysis would be the basis to evaluate the impacts of the additional right of way on the Property and used for comparison with the "Before" Plans for the development cost analysis. This work would include:

- Preparing a lot configuration
- Conceptual road elevations
- Conceptual home types (full basement, splits and walkouts)
 - House types will be based on general topography relative to street grades. Groups of lots will be identified as potential house types but individual homes for each lot will have a house type.
- Summary of number and type of single family homes
- Lineal footage of road for basis of construction budgets
- Utilities type and lineal footage for basis on construction budgets.
- Stormwater Management including the impact of the isolated basis and mitigation efforts
 - The stormwater management will be based on conceptual volumes using plan areas and approximate depths of potential ponding.

The conceptual land use plans will be hand-drawn concept plans and submitted for your review prior to moving forward with more finite design of each option.

2. Cost Estimating

We will explore the engineering feasibility of the three plans and identify any key concerns related to design or construction issues that would significantly affect the cost of the proposed land uses. We will also provide an estimate of construction costs to identify key elements and costs for each solution. Our costs will be focused on site engineering costs including road costs, grading, and stormwater management. We will work with County and

- b. Invoices will be sent once a month based on the percentage of work completed and/or additional services performed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will include a late charge of 1% per month.

5. CONFLICT OF INTEREST

Loucks Associates has no known conflict of interest that would compromise our ability to offer professional and objective land planning services for this project.

6. ASSUMPTIONS AND CLARIFICATIONS

- A. Our primary point of contact for Dakota County will be Gary Peppard.
- B. The proposed land planning will not include detailed engineering or stormwater management design typical of preliminary plat submittals. A proposed grading plan with house elevations, street grades and stormwater ponding areas are not in the Scope of Services. We will factor grading and ponding issues into the overall design, and provide typical costs, but our design will not solve every site design concern for the property.
- C. The proposed work effort does not include testimony or participation in Court or Commissioner's Hearings. We are happy to participate in those proceedings if needed. Our expert witness rates are 2X normal hourly billable rates.
- D. Jeffrey A. Shopek will be responsible for the day-to-day management of this project and is authorized to negotiate all contractual obligations for Loucks Associates. Jeff's contact information is as shown below:

Jeffrey A. Shopek, PE, fNSPE
President/Principal Civil Engineer
7200 Hemlock Lane – Suite #300
Maple Grove, MN 55369
Direct Phone: 763-496-6715
Email: jshopek@loucksassociates.com

7. CLOSURE

The attached General Conditions and Hourly Rate Fee Schedule are integral components of this contract. By signing this contract, you are agreeing that you have read, understood and accepted them. As your written authorization to proceed, please *sign and email the contract to our office*.

Only the items listed above in the Scope of Services are included in this proposal. If additional services are required, they will be provided according to the attached hourly rate fee schedule. The attached General Conditions and Hourly Rate Fee Schedule are integral components of this contract. By signing this contract, you are agreeing that you have read, understood and accepted them.

We would appreciate the opportunity to personally discuss this contract/agreement with you at your earliest convenience. If you have any questions regarding the proposed Scope of Services, General Conditions or Fees, please feel free to contact us.

This proposal is valid for a period of 30 days from the date of this proposal.

Sincerely,

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
TONA T. DOVE
BRADLEY R. HUTTER
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: June 1, 2015
RE: Release of Escrow; Custom Grading Agreement; Inver Hills Ninth Addition
June 8, 2015 Council Meeting

Section 1. Background. In 2002, John Stephen McGroarty and Jean Marie McGroarty (“Developer”) platted Inver Hills Ninth Addition. The City of Inver Grove Heights and John Stephen McGroarty and Jean Marie McGroarty entered into an *Erosion Control Escrow Agreement Relating to Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition* dated August 12, 2002 and recorded on October 2, 2002 as Dakota County Document No. 1942522 (“Erosion Control Escrow Agreement”). John Stephen McGroarty is deceased and survived by his wife Jean Marie McGroarty.

The purpose of the Erosion Control Escrow Agreement was for the City to address any erosion that might occur when Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition were built upon. Under the Erosion Control Escrow Agreement, the Developer deposited \$15,000 with the City which was to be kept by the City until five years after the last certificate of occupancy was issued for Lots 1, 2, 3, 8, 9, 10 and 11, Block 1, Inver Hills Ninth Addition.

Dakota County tax records show that homes have been constructed on Lots 9 and 10, Block 1, Inver Hills Ninth Addition and that Lot 11, Block 1, Inver Hills Ninth Addition remains vacant land. Developer owns Lot 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.

The Developer has requested that the escrowed funds be returned by the City to the Developer even though Lot 11, Block 1, Inver Hills Ninth Addition remains vacant land and is not yet built upon. The escrow account has \$14,576.04 in principal and \$860.64 in interest.

The City’s Engineering Department has determined that Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition are stabilized and that there is not any ongoing erosion control issues on the three

lots. Given the passage of time (13 years after the Erosion Control Escrow Agreement was executed), the City Engineer has agreed that it is reasonable to release the escrowed funds (plus acquired interest, if any) to the Developer at this time if the Developer agrees to enter into Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition which imposes the obligation upon the Developer (and future landowner) to enter into a Custom Grading Agreement with the City prior to any grading or construction of a home on Lot 11, Block 1, Inver Hills Ninth Addition.

Section 2. Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition. Under the Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition, at the time the Developer or future fee title owner applies to the City for a building permit related to construction of a home on Lot 11, Block 1, Inver Hills Ninth Addition, the landowner shall be required to enter into a Custom Grading Agreement with the City which agreement shall require the landowner to have all grading plans associated with the property approved by the City. The Custom Grading Agreement shall be recorded and shall run with Lot 11, Block 1, Inver Hills Ninth Addition. No building permit shall be issued for Lot 11, Block 1, Inver Hills Ninth Addition until the Custom Grading Agreement is executed and recorded and no construction shall occur on Lot 11, Block 1, Inver Hills Ninth Addition until the Custom Grading Agreement is executed and recorded.

Upon execution of the Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition by the Developer, the City agrees to release the escrowed funds being held by the City pursuant to the Erosion Control Escrow Agreement. The current balance of the escrowed funds is \$14,576.04. The balance of \$14,576.04 does not include any accumulated interest with respect to the initial deposit by the Developer. The City agrees to release the principal balance of \$14,576.04 to the Developer plus interest for the following years in the following amounts for a total interest amount of \$860.64:

- \$268.70 for 2011
- \$231.51 for 2012
- \$182.55 for 2013
- \$177.88 for 2014
- \$860.64 – TOTAL

Section 3. Release of Erosion Control Agreement Relating to Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition. The City has agreed to release Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota from any obligations arising under the Erosion Control Escrow Agreement provided the fee owner of Lot 11, Block 1, Inver Hills Ninth Addition executes an Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition. The City confirms that the obligations of the Developer under the Erosion Control Escrow Agreement are discharged and releases Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota from the Erosion Control Escrow Agreement.

Section 4. Council Action. At the June 8, 2015 Council meeting the Council will be asked to consider the attached Resolution Approving Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition and approving a Release of Erosion Control Escrow Agreement Relating to Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition.

Attachments

**AGREEMENT RELATING TO CUSTOM GRADING AGREEMENT FOR
LOT 11, BLOCK 1, INVER HILLS NINTH ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO CUSTOM GRADING AGREEMENT FOR LOT 11, BLOCK 1, INVER HILLS NINTH ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 8th day of June, 2015, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Jean Marie McGroarty, a single person (hereafter referred to as “Developer”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Amendment, the following terms shall have the following meanings.

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.

1.4 Developer. “Developer” means Jean Marie McGroarty, a single person, and her successors and assigns in interest with respect to the Subject Land.

1.5 Erosion Control Escrow Agreement. “Erosion Control Escrow Agreement” means that certain *Erosion Control Escrow Agreement Relating to Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition* between the City and John Stephen McGroarty and Jean Marie McGroarty dated August 12, 2002 and recorded on October 2, 2002 as Dakota County Document No. 1942522.

ARTICLE 2
RECITALS

Recital No. 1. The City and Developer entered into the Erosion Control Escrow Agreement in connection with the platting of Inver Hills Ninth Addition.

Recital No. 2. The parties to the Erosion Control Escrow Agreement were the City of Inver Grove Heights, a municipal corporation and John Stephen McGroarty and Jean Marie McGroarty, husband and wife. John Stephen McGroarty is deceased and survived by his wife Jean Marie McGroarty.

Recital No. 3. The purpose of the Erosion Control Escrow Agreement was for the City to address any erosion that might occur when Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition were built upon.

Recital No. 4. Under the Erosion Control Escrow Agreement, the Developer deposited \$15,000 with the City which was to be kept by the City until five years after the last certificate of occupancy was issued for Lots 1, 2, 3, 8, 9, 10 and 11, Block 1, Inver Hills Ninth Addition.

Recital No. 5. Dakota County tax records show that homes have been constructed on Lots 9 and 10, Block 1, Inver Hills Ninth Addition and that Lot 11, Block 1, Inver Hills Ninth Addition remains vacant land.

Recital No. 6. The Developer has requested that the escrowed funds be returned by the City to the Developer even though Lot 11, Block 1, Inver Hills Ninth Addition remains vacant land and is not yet built upon.

Recital No. 7. The City's Engineering Department has determined that Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition are stabilized and that there is not any ongoing erosion control issues on the three lots.

Recital No. 8. The City Engineer has agreed that it is reasonable to release the escrowed funds (plus acquired interest, if any) to the Developer at this time if the Developer agrees to enter into this Agreement which imposes the obligation upon the Developer (and future landowner) to enter into a Custom Grading Agreement with the City prior to any grading or construction of a home on Lot 11, Block 1, Inver Hills Ninth Addition.

Recital No. 9. Developer owns Lot 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.

NOW, THEREFORE, the parties hereto state, acknowledge and agree as follows:

ARTICLE 2
AGREEMENTS

Section 2.1. Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition. Developer agrees that with respect to Lot 11, Block 1, Inver Hills Ninth Addition, at the time the Developer or future fee title owner applies to the City for a building permit related to construction of a home on Lot 11, Block 1, Inver Hills Ninth Addition, the landowner shall be required to enter into a Custom Grading Agreement with the City which agreement shall require the landowner to have all grading plans associated with the property approved by the City. The form of the Custom Grading Agreement shall be in substantially the same or similar form as attached hereto as Exhibit A. The Custom Grading Agreement shall be recorded with the Dakota County Recorder and shall run with Lot 11, Block 1, Inver Hills Ninth Addition. No building permit shall be issued for Lot 11, Block 1, Inver Hills Ninth Addition until the Custom Grading Agreement is executed and recorded and no construction shall occur on Lot 11, Block 1, Inver Hills Ninth Addition until the Custom Grading Agreement is executed and recorded.

Section 2.2 Release of Escrowed Funds by City to Developer. Upon execution of this Agreement by Developer, the City hereby agrees to release the escrowed funds being held by the City pursuant to the Erosion Control Escrow Agreement. The current balance of the escrowed funds is \$14,576.04. The balance of \$14,576.04 does not include any accumulated interest with respect to the initial deposit by the Developer. The City agrees to release the principal balance of \$14,576.04 to the Developer plus interest for the following years in the following amounts for a total interest amount of \$860.64:

- \$268.70 for 2011
- \$231.51 for 2012
- \$182.55 for 2013
- \$177.88 for 2014
- \$860.64 – TOTAL

Section 2.3 Acceptance of Escrowed Funds by Developer. Developer hereby accepts the current balance of escrowed funds under the Erosion Control Escrow Agreement in the amount of \$14,576.04 plus interest of \$860.64. Developer agrees that the amount of \$14,576.04 plus interest of \$860.64 represents the entirety owed to Developer by City and that no other amounts are owed by the City to Developer with respect to the Erosion Control Escrow Agreement.

Section 2.4 Release of Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition from Erosion Control Escrow Agreement. Upon execution of this Agreement, the City agrees to release Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition from the Erosion Control Escrow Agreement.

ARTICLE 3 **MISCELLANEOUS**

3.1 Notices. All notices required or permitted pursuant to this Agreement shall be in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

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

If to Developer: Jean McGroarty
10227 Rich Valley Boulevard
Inver Grove Heights, MN 55077

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.

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

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

3.4 Parties In Interest. This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

3.5 Run With the Subject Land. This Agreement shall run with and bind the Subject Land and shall be binding upon the Developer and all successors and assigns with respect to the Subject Land.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of June, 2015 before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A TO AGREEMENT
FORM OF CUSTOM GRADING AGREEMENT

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the ____ day of _____, 20____, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 OWNER. "Owner" means _____, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means the Certificate of Survey dated _____, prepared by _____ identified in and attached to Appendix 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner: _____

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

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

Lot 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

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

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

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

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

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

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected

lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 20____. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 20____, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to an Owner Default, for any of the following reasons:

- a.) an Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 20____.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

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

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Mayor

ATTEST:

Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 20____, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

APPENDIX 1
LIST OF DEVELOPMENT PLANS

| <u>PLAN</u> | <u>DATE OF PLAN PREPARATION</u> | <u>PREPARED BY</u> |
|--------------------|--|-------------------------------|
|--------------------|--|-------------------------------|

The above-listed plan was approved by the City Engineer on _____, 20__.

APPENDIX 2
IMPROVEMENTS

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

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

**RELEASE OF EROSION CONTROL ESCROW AGREEMENT RELATING TO LOTS
9, 10 AND 11, BLOCK 1, INVER HILLS NINTH ADDITION
RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1942522**

THIS RELEASE OF EROSION CONTROL ESCROW AGREEMENT RELATING TO LOTS 9, 10 AND 11, BLOCK 1, INVER HILLS NINTH ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1942522 (Release) is executed and delivered as of the 8th day of June, 2015, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

RECITALS

1. An Erosion Control Escrow Agreement was entered into between the City and John Stephen McGroarty and Jean Marie McGroarty dated August 12, 2002, and recorded October 2, 2002 as Document No. 1942522 with the Office of the County Recorder, Dakota County, Minnesota (hereafter referred to as the "Erosion Control Escrow Agreement").
2. The Erosion Control Escrow Agreement affects and runs with Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.
3. The parties to the Erosion Control Escrow Agreement are the City of Inver Grove Heights, a municipal corporation and John Stephen McGroarty and Jean Marie McGroarty husband and wife. John Stephen McGroarty is deceased and survived by his wife Jean Marie McGroarty.
4. The fee owner of Lot 11, Block 1, Inver Hills Ninth Addition has requested that the City release Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition from the obligations under the Erosion Control Escrow Agreement.
5. The City has agreed to execute this Release and to release Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota from any obligations arising under the Erosion Control Escrow Agreement provided the fee owner of Lot 11, Block 1,

Inver Hills Ninth Addition executes an *Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition*.

6. The *Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition* has been executed by the fee owner of Lot 11, Block 1, Inver Hills Ninth Addition and is being recorded.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the City hereby confirms, releases and agrees as follows:

1. The City confirms that the obligations of the Developer under the Erosion Control Escrow Agreement are discharged.
2. The City hereby releases Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota from the Erosion Control Escrow Agreement.
3. The City agrees to record this Release against Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.

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RESOLUTION NO. _____

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

**RESOLUTION APPROVING AGREEMENT RELATING TO CUSTOM GRADING
AGREEMENT FOR LOT 11, BLOCK 1, INVER HILLS NINTH ADDITION AND
APPROVING RELEASE OF EROSION CONTROL ESCROW AGREEMENT
RELATING TO LOTS 9, 10 AND 11, BLOCK 1, INVER HILLS NINTH ADDITION
RECORDED AS DAKOTA COUNTY DOCUMENT NO. 1942522**

WHEREAS, the City of Inver Grove Heights and John Stephen McGroarty and Jean Marie McGroarty entered into an *Erosion Control Escrow Agreement Relating to Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition* dated August 12, 2002 and recorded on October 2, 2002 as Dakota County Document No. 1942522 (“Erosion Control Escrow Agreement”).

WHEREAS, the parties to the Erosion Control Escrow Agreement were the City of Inver Grove Heights, a municipal corporation and John Stephen McGroarty and Jean Marie McGroarty, husband and wife (“Developer”). John Stephen McGroarty is deceased and survived by his wife Jean Marie McGroarty.

WHEREAS, the purpose of the Erosion Control Escrow Agreement was for the City to address any erosion that might occur when Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition were built upon.

WHEREAS, under the Erosion Control Escrow Agreement, the Developer deposited \$15,000 with the City which was to be kept by the City until five years after the last certificate of occupancy was issued for Lots 1, 2, 3, 8, 9, 10 and 11, Block 1, Inver Hills Ninth Addition.

WHEREAS, Dakota County tax records show that homes have been constructed on Lots 9 and 10, Block 1, Inver Hills Ninth Addition and that Lot 11, Block 1, Inver Hills Ninth Addition remains vacant land.

WHEREAS, the Developer has requested that the escrowed funds be returned by the City to the Developer even though Lot 11, Block 1, Inver Hills Ninth Addition remains vacant land and is not yet built upon.

WHEREAS, the City’s Engineering Department has determined that Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition are stabilized and that there is not any ongoing erosion control issues on the three lots.

WHEREAS, the City Engineer has agreed that it is reasonable to release the escrowed funds (plus acquired interest, if any) to the Developer at this time if the Developer agrees to enter into Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition which imposes the obligation upon the Developer (and future landowner) to enter into a Custom Grading Agreement with the City prior to any grading or construction of a home on Lot 11, Block 1, Inver Hills Ninth Addition.

WHEREAS, Developer owns Lot 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.

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

- 1.) The City hereby approves the attached Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition.
- 2.) The City hereby approves the attached Release of Erosion Control Escrow Agreement Relating to Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition.
- 3.) The Mayor and City Administrator / Clerk are authorized to execute the attached Agreement Relating to Custom Grading Agreement for Lot 11, Block 1, Inver Hills Ninth Addition.
- 4.) The Mayor and City Administrator / Clerk are authorized to execute the attached Release of Erosion Control Escrow Agreement Relating to Lots 9, 10 and 11, Block 1, Inver Hills Ninth Addition.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of June, 2015.

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RENEWAL OF ADVERTISING BENCH PERMITS

Meeting Date: June 8, 2015
Item Type: Consent
Contact:  Heather Botten 651.450.2569
Prepared by:  Heather Botten, Associate Planner
Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

RENEWAL OF ADVERTISING BENCH PERMITS; Consider renewal of permits for 18 advertising bus benches in the City of Inver Grove Heights.

SUMMARY

Per Title 10, Section 15i of the City Code, Advertising Benches (Bus Benches) are to be renewed every 2 years. The benches located within the city are equally owned by National Courtesy Benches and US Bench Corporation. The Council last approved the benches on June 24, 2013 at which time there were 18 benches, all in compliance with code requirements.

The current bus benches appear to be in the same locations as the 2013 approvals, all along current bus routes. Staff inspected the bus bench locations throughout the City and all benches comply with the minimum standards and performance criteria.

Planning Staff: Recommends approval of the 2015-2016 bus bench permits.

Attachments: Bus bench locations
Bus routes in IGH

IGH Locations for 2015-2016 License Renewal

US Bench Corp.

54th Street @ Robert

Blaine @ 80th St.

Cahill Ave @ 80th St.

Carmen @ 65th St. – SW corner

Carmen @ 65th St. – SE Corner

Cenex Dr. @ Upper 55th St. E

Clayton @ 75th St.

Mendota Rd W. @ Robert St.

Upper 55th St. @ Robert St.

National Courtesy Bench

50th St. @ Robert

78th St. @ Cahill

80th St. @ Boyd

80th St. @ Cahill Ave

80th St. @ Clayton Ave

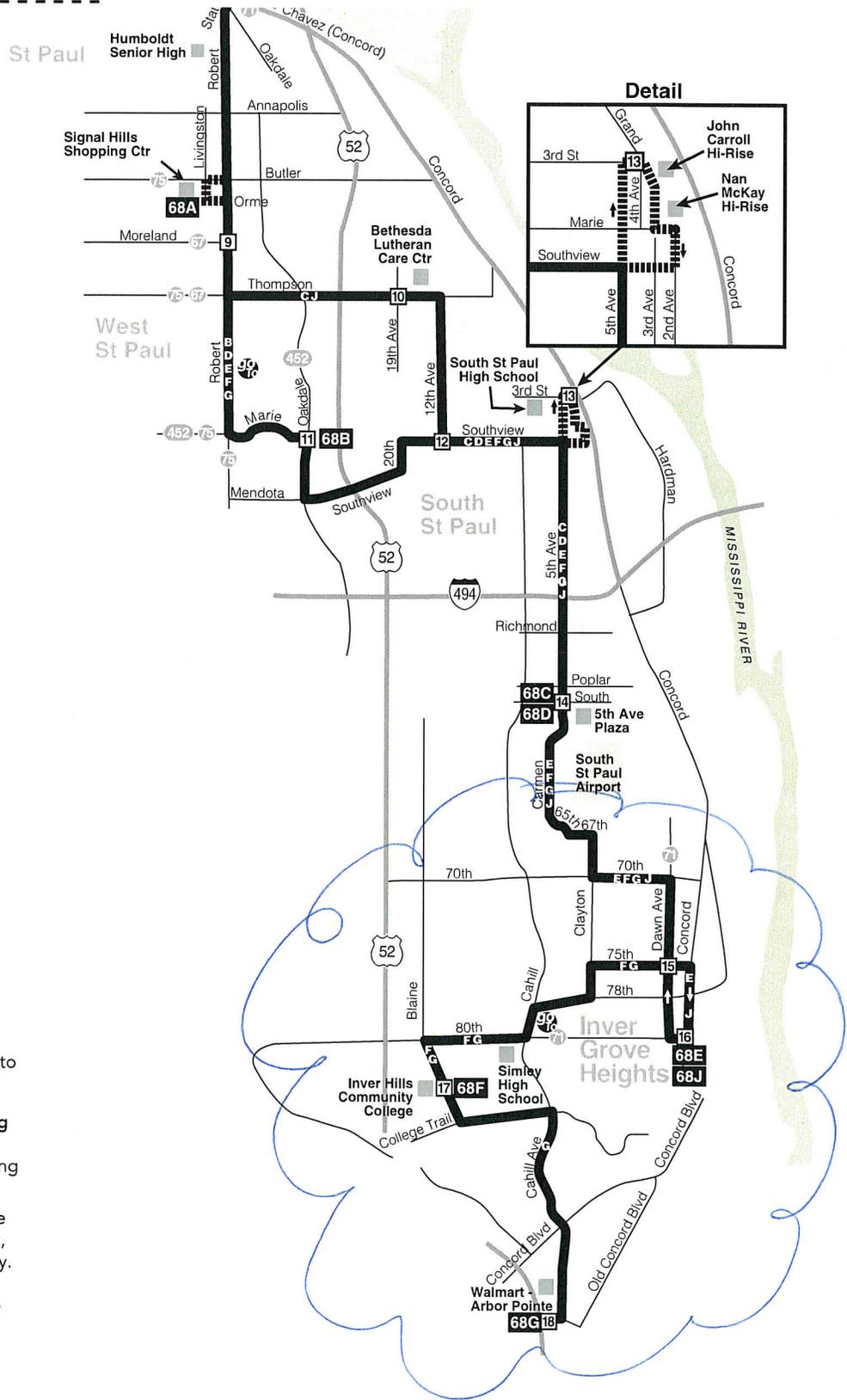
Babcock Trail @ 55th St./ Cenex

Cahill Ave @ 78th St.

Clayton Ave @ 78th St.

College Trail @ Cahill Ave

Map continued on page 1



Notes:

Please see Route 71 for additional service to Arbor Pointe.

Holiday service operates on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

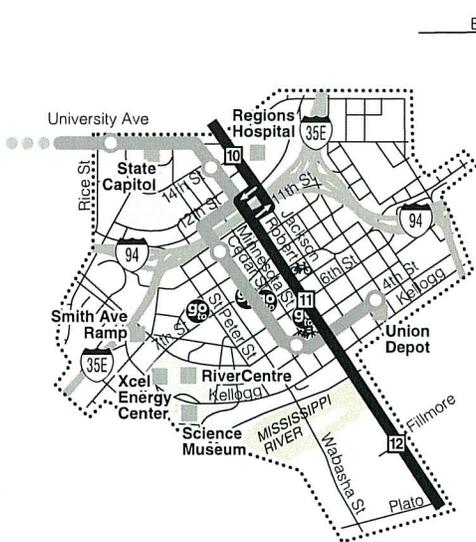
Metro Transit may operate reduced service on days before or after Independence Day, Thanksgiving, Christmas or New Year's Day. Look for details at metrotransit.org or in Connect on buses and trains prior to these holidays.

Schedule subject to change. Traffic and weather conditions may delay buses.

Please have exact fare ready. Bus fareboxes and drivers do not make change.

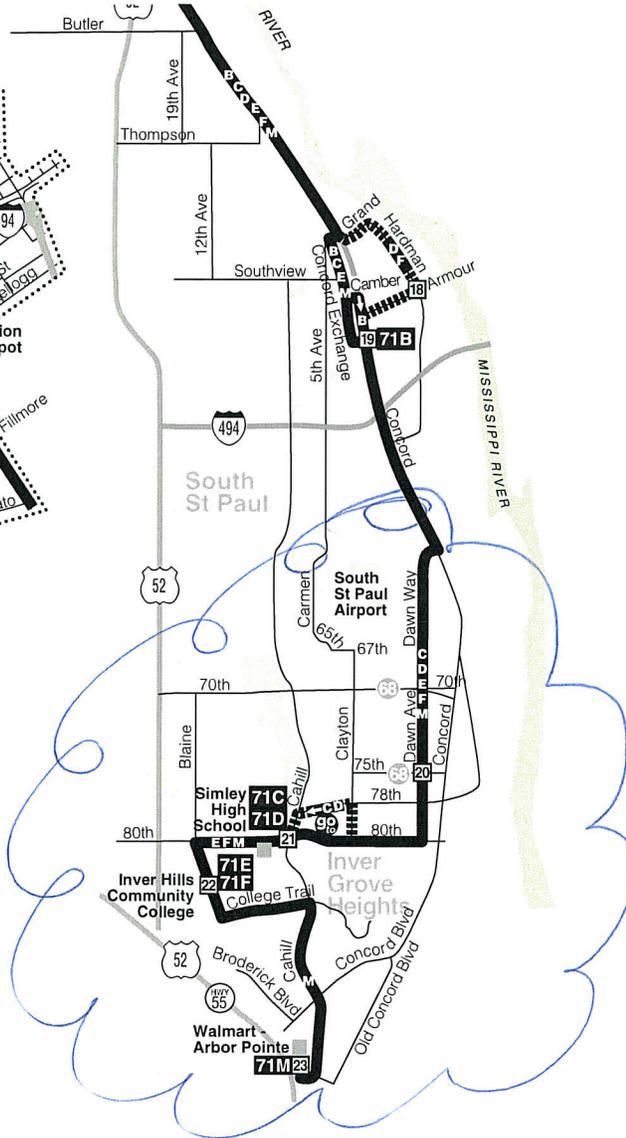
This document is available in alternate formats to individuals with disabilities by calling 612-349-7365 (TTY 612-341-0140).

Map continued on page 1



St Paul Downtown Zone

Ride in the Downtown Zone for 50¢



Buses and trains have free storage racks so you can bring your bicycle along.

Look for instructions on the rack or visit metrotransit.org/bike

Retail Locations

Buy a Go-To Card or add value to an existing card at these locations.

Downtown St Paul

- Charlie's Chocolates & Cravings, 30 E 7th St, Suite 159
- Charlie's Chocolates & Cravings, Town Square (skyway)
- Metro Transit Store, 101 5th St E, US Bank Center (skyway)
- Unbank, 467 St Peter St

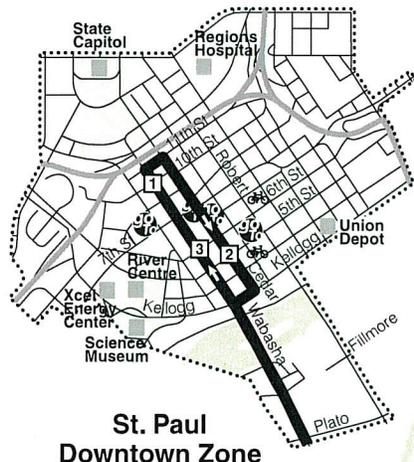
Inver Grove Heights

- Cub Foods, 7850 Cahill Ave

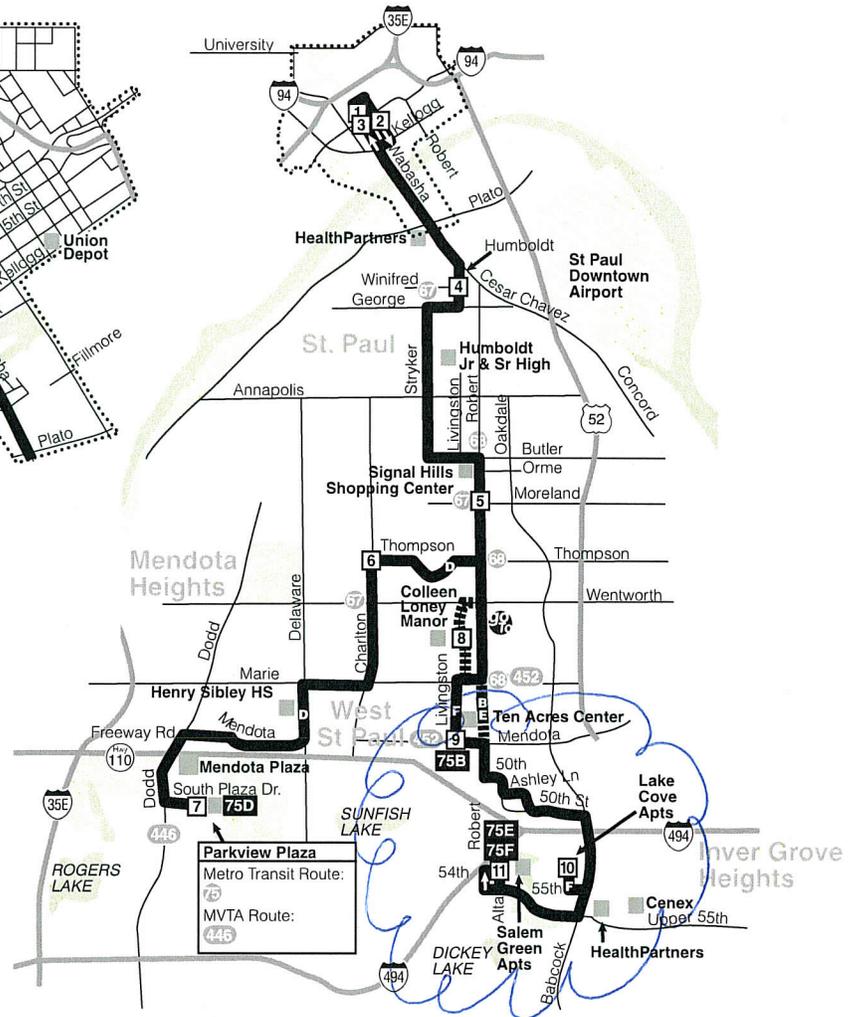
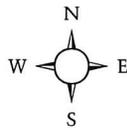
Holiday service operates on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Metro Transit may operate reduced service on days before or after Independence Day, Thanksgiving, Christmas or New Year's Day. Look for details at metrotransit.org or in *Connect* on buses and trains prior to these holidays.

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St. Paul Downtown Zone
Ride in the Downtown Zone for 50¢.



Buses and trains have free storage racks so you can bring your bicycle along.

Look for instructions on the rack or visit metrotransit.org/bike

Service operates Monday through Friday except on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Metro Transit may operate reduced service on days before or after Independence Day, Thanksgiving, Christmas or New Year's Day. Look for details at metrotransit.org or in Connect on buses and trains prior to these holidays.

Schedule subject to change. Traffic and weather conditions may delay buses.

Please have exact fare ready. Bus fareboxes and drivers do not make change.

This document is available in alternate formats to individuals with disabilities by calling 612-349-7365 (TTY 612-341-0140).

- Timepoint on schedule**
Find the timepoint nearest your stop, and use that column of the schedule. Your stop may be between timepoints.
- Regular Route**
Bus will pick up or drop off customers at any bus stop along this route.
- Limited Service**
Only certain trips take this route.
- Route Ending Point**
Trips with the indicated number/letter end at this point. Number/letter is found in schedules and on bus destination signs.
- Route Letter**
 Indicates which trips travel on this section of the route. Letter is found in schedules and on bus destination signs.
- Connecting Routes to transfer to/from**
See those route schedules for details.
- Go-To Card Retail Location**
 Buy a Go-To Card or add value to an existing card at these locations.
- Bike Locker**
These sites have weatherproof bike storage for rent.
- Transfer Point**
Several routes serve this stop

Retail Locations

Buy a Go-To Card or add value to an existing card at these locations.

Downtown St. Paul
Charlie's Chocolates & Cravings, 30 E 7th St, Suite 159
Charlie's Chocolates & Cravings, Town Square (skyway)
Metro Transit Store, 101 5th St E, US Bank Center (skyway)
Unbank, 467 St Peter St

West St. Paul
Rainbow Foods, 1660 Robert St S

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 8, 2015
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:

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

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

Please confirm the seasonal/temporary employment of: Aquatics – Alexander Malen, Abigail May, Recreation – Ericka Tamminen, Aaron Folkerts, Tofu Yang, Fitness – Ulice Payne III, Kids Rock – Rachel Nyberg, Casey Difronzo, Rachel Rud, Nora Nankivel, Kathleen Rooney, Sabrina Mansur, Lily Kane, Jessica Salo, Anna Dziejewczynski, Hannah Pignato, Kristin Krech, Cathryn Rosvold, Breanne Sweeney, Kathryn Johnson,

Please confirm the employment of: Steven Johnson, Combination Inspector.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◦STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
TONA T. DOVE
BRADLEY R. HUTTER
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◦ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Council Members
FROM: Bridget McCauley Nason, Assistant City Attorney
DATE: June 1, 2015
RE: AMC On-Sale Intoxicating Liquor License Application

Overview

Over the past two years, representatives of AMC Movie Theaters have been in contact with City Staff regarding the potential issuance of an on-sale intoxicating liquor license for the newly remodeled AMC Movie Theater. The City of Inver Grove Heights (“City”) subsequently received an on-sale license application from American Multi-Cinema, Inc., d/b/a AMC Theaters Showplace Inver Grove 16 (“AMC”) for an on-sale intoxicating liquor license which would allow AMC to serve alcoholic beverages to moviegoers at the Inver Grove Heights AMC Showplace 16 Movie Theater (“Movie Theater”). AMC has recently completed an extensive renovation of the Movie Theater, and as part of that renovation has added a designated space for the service of alcoholic beverages, upgraded their menu to add additional food items, and now proposes to serve alcoholic beverages to movie patrons for consumption within any of the Movie Theater’s sixteen auditoriums.

This memo will outline the legal issues associated with the issuance of an on-sale intoxicating liquor license (“liquor license”) to the Movie Theater and provide additional information regarding other movie theaters in the metropolitan area that have obtained liquor licenses and currently offer alcoholic beverages for sale and consumption on the movie theater premises. Additional information regarding the remodel of the Movie Theater and details regarding where and how alcoholic beverages would be dispensed if an on-sale intoxicating liquor license were to be granted to AMC for the Movie Theater can be found in the attached presentation prepared by AMC.

Analysis of Relevant State Statute and City Code Provisions

MINN. STAT. CHA. 340A provides for the issuance of on-sale intoxicating liquor licenses to both “theaters” and “restaurants.” See MINN. STAT. § 340A.404, SUBD. 1. State statutes define a

theater as “a building containing an auditorium in which live dramatic, musical, dance, or literary performances are regularly presented to holders of tickets for those performances.” MINN. STAT. § 340A.101, SUBD. 27A. The Movie Theater does not meet the definition of a “theater,” and may not be issued an on-sale intoxicating liquor license as a “theater.” Alternatively, a “restaurant” is defined as “an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority.” MINN. STAT. § 340A.101, SUBD. 25. In its liquor license application, AMC has indicated that one hundred and twenty-seven (127) small tables where meals may be consumed have been placed in all sixteen of its renovated movie theaters. AMC proposes that patrons may purchase alcoholic beverages and meals, including pizza and chicken tenders, from designated locations within the lobby of the Movie Theater, which may then be consumed by patrons within the various theaters. Alcoholic beverages would be sold from only one lobby location, namely from the MacGuffins location in the lobby. While food and alcoholic beverages will not be served by AMC staff directly to patrons sitting in the various theaters, after speaking with Mike McManus from the enforcement division of the Alcohol and Gambling enforcement Division of the Minnesota Department of Public Safety, it was determined that the Enforcement Division would accept self-service of meals at tables in order to comply with the statutory requirement found in MINN. STAT. § 340A.101, SUBD. 25 for service of meals at tables. Based on the information provided by AMC, the Movie Theater appears to meet the statutory definition of a “restaurant” eligible for issuance of an on-sale intoxicating liquor license.

However, the Movie Theater must also meet the definition of a “restaurant” found within the City Code in order to be eligible for issuance of an on-sale intoxicating liquor license. Specifically, Section 4-1-2 of the Inver Grove Heights City Code defines a “restaurant” for purposes of issuance of an on-sale intoxicating liquor license as:

An establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly served at tables to the general public and which also meets the following requirements:

1. Seating capacity for at least fifty (50) guests;
2. At least seven hundred fifty (750) square feet of seating area for guests;
3. Has a printed menu for each guest at the table;
4. Prepares and serves hot meals on the site of the establishment
5. Has nonplastic eating utensils for guests;
6. Has on the site a conventional stove, oven, or grill for preparation of hot meals and not just a microwave oven; and
7. Has a valid health department restaurant license.

AMC has represented that the Movie Theater does in fact meet six of the seven requirements for a restaurant found in the City Code, and a proposed amendment to the City Code has been

submitted for Council consideration which would remove the requirement for nonplastic eating utensils for guests. If that requirement is removed, then the Movie Theater would appear to meet the definition of a “restaurant” under both City Code and State Statute definitions, and would be eligible to be issued an on-sale intoxicating liquor license.

Analysis of Movie Theaters With Restaurants and Liquor Licenses

In the past few years, a number of metropolitan-area movie theaters have obtained on-sale liquor licenses for restaurants located on the premises of the movie theater. How alcoholic beverages are served, what type of alcoholic beverages are offered, and where alcoholic beverages may be consumed vary from theater to theater. Listed below is information regarding various movie theaters that currently serve alcoholic beverages to patrons pursuant to an on-sale liquor license:

Bloomington (Mall of America) (2008). The fourteen–auditorium theater has a beer and wine license which permits consumption of alcoholic beverages inside two of its auditoriums. One auditorium allows entry only to those over the age of twenty one and permits the consumption of alcoholic beverages purchased at the STARBAR and east concessions. Small tables are located inside the two theaters where alcoholic beverages are served, and servers inside the theaters also serve alcoholic beverages to patrons. A small section of the lobby was turned into a lounge area with tables and food service. Only adults are allowed in the lounge area. While the theater was originally issued an on-sale intoxicating liquor license, currently only beer and wine are sold on the premises. Food offerings consist of popcorn, nachos, hot dogs, pepperoni pizzas, chicken tenders, and similar concession-style offerings.

Burnsville (Paragon Odyssey 15) (2011): Alcoholic beverages are sold in a separate restaurant area (The Mezz Bistro Lounge) located on the second floor of the movie theater. Alcoholic beverages may be consumed in the restaurant area or in the Club Level VIP reserved balcony seating area in four of the theater’s fifteen auditoriums. Alcoholic beverage service begins at 3:00 p.m. A limited menu consisting of flatbread pizzas, salads, and wraps is served in the Mezz Bistro Lounge.

Minneapolis Uptown Theater (Landmark Theaters) (2012): Initially alcoholic beverages were only allowed in the balcony area, although alcoholic beverages are now currently allowed throughout the theater facilities including inside the auditoriums themselves. At least four entrée items are sold at the theater’s concession stand, qualifying it as a restaurant, and food offerings include chicken nuggets, a cheese plate, pizzas, sandwiches and salads. Alcoholic beverage sales cannot exceed forty percent of the theater’s gross sales. A wristband system is used to designate individuals who are eligible to consume alcoholic beverages, and a one drink per person per trip policy is also enforced. Security staff are required to check the auditoriums every half hour and to check patrons for wristband usage.

New Hope Cinema Grill (Fuhrmann Entertainment, LLC) (2009): The theater contains the New Hope Cinema Grill, and has four auditoriums that the City considers to be part of the restaurant as the cinema has seating for at least 30 persons and a menu from which patrons can order food and alcoholic beverages through the movie. The license contains a restriction that liquor sales cannot exceed fifty percent of the theater's gross sales. Initially the restaurant was granted a beer and wine license, however it currently holds a full Restaurant Class 1 license (on-sale intoxicating liquor license). A full menu including sandwiches, pizzas, and salads is offered.

Oakdale (Marcus Theaters) (2013): Originally issued an on-sale intoxicating liquor license which restricted the sale and consumption of alcoholic beverages to a proposed restaurant and lounge area, the City of Oakdale recently approved an expansion of the liquor license issued to the theater to permit alcoholic beverages in all areas of public access inside the theater, including all seventeen auditoriums. Two conditions were placed on the license, namely one limiting individuals to purchasing only one alcoholic beverage at a time and a second excluding alcoholic beverages from the patio and outdoor areas. Marcus Theaters was required to report back to the City Council on August 12, 2014 regarding any issues related to the liquor license. Food service includes wings, salads, pizza, and sandwiches. In-theater dining, with servers taking patrons' orders for food and beverages, is planned in three of the theater's auditoriums.

St. Louis Park (Showplace Icon) (2009): Alcoholic beverages are sold in a separate restaurant (Showplace 14 Restaurant) area located on the second floor of the movie theater. Alcoholic beverages may be consumed in the restaurant area or in the two twenty-one plus, VIP seating areas. Only adults over the age of twenty-one may enter the restaurant or sit in the VIP balcony seating areas, and there are two separate identification checkpoints for patrons seeking to access the restaurant and VIP balcony seating areas. The restaurant offers pizzas, paninis, burgers and chicken sliders, meat and cheese plates, and other snacks. The on-sale intoxicating liquor license only permits consumption of alcoholic beverages in the restaurant and balcony areas.

Waite Park (Marcus Parkwood Cinema) (2010): Food and beverages are served throughout the entire theater. Alcoholic beverages are only served through a side window, not at the regular concessions stand, and a person can only purchase two drinks at a time. Alcoholic beverages may be brought into all of the auditoriums. A variety of food items, including soups, salads, pizzas, and entrees are sold for consumption on the premises.

Issuance of an On-Sale Intoxicating Liquor License to the AMC Movie Theater

The AMC Movie Theater appears to meet both the City Code and State Statutory definitions of a "restaurant," and is eligible to be issued an on-sale intoxicating liquor license. A public hearing will be held on AMC's liquor license application on June 8th, and the Council should determine whether or not an on-sale intoxicating liquor license should be issued to AMC.

Attachments



MacGuffins Presentation

Inver Grove, MN • June 8, 2015

The industry continues to evolve...

THEN

- ✓ 35 MM
- ✓ Simple food menu
- ✓ Sloped floors
- ✓ One dimensional stands
- ✓ Mega-plex
- ✓ Fixed seats



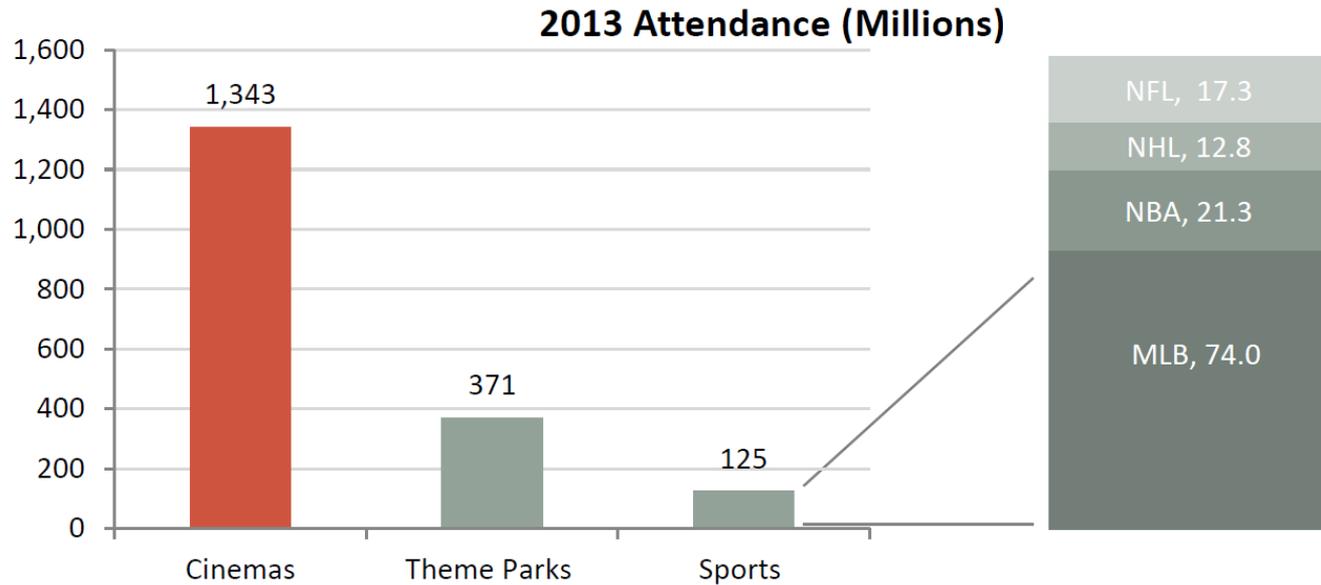
NOW

- ✓ Digital/3D
- ✓ Expanded menus
- ✓ Stadium seating
- ✓ Marketplace
- ✓ Smaller facilities
- ✓ Luxury Recliners



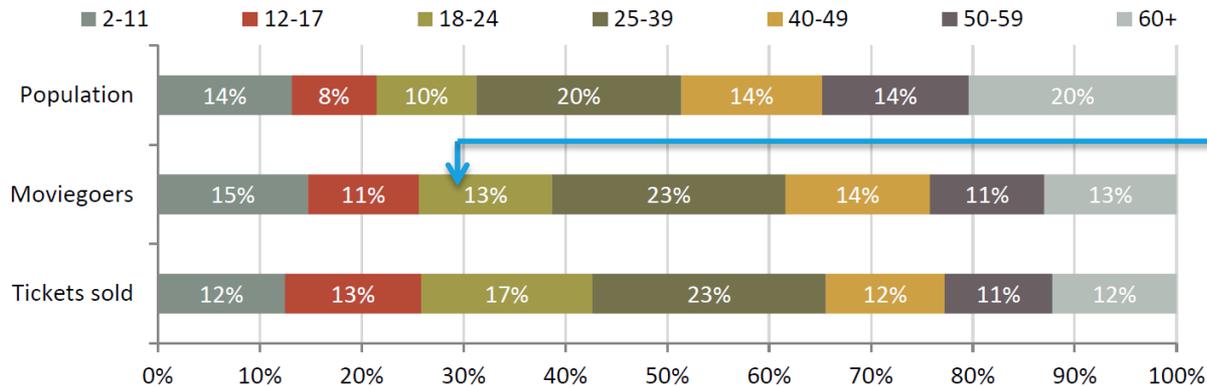
Guest's needs are changing; must innovate to remain relevant.

Theatrical market attendance statistics*...



NBA and NHL data is for the last complete season. Theme park data is based on the latest data available (2012)

2013 Age Group Share of Total Population, Moviegoers and Tickets Sold



Over 70% of the moviegoers are 21+

* Source: Motion Picture Association of America, Inc. – 2013 Theatrical Market Statistics

AMC's \$7.0m remodel of Inver Grove 16 included...

- ✓ Conversion to 54" luxury power recliners in all auditoriums
- ✓ Sight and sound upgrades
- ✓ Food and Beverage upgrades
- ✓ Coca-Cola Freestyle
- ✓ Restroom upgrades
- ✓ Refurbish the entire asset



Why alcohol?.....MacGuffins

To recover the adult audience...

- Critical to asset strategy
- Consumer research based
- Amenities that appeal to adult audiences
- Enhances entertainment offerings such as opera, corporate functions and other events

AMC Factoids:

- Alcohol served – 108 venues
 - 23 States
 - 19 Dine-In Theatres
 - 85 MacGuffins
 - 4 Other (non-MacGuffins branded alcohol service)
 - Premier Locations
 - Downtown Disney 24 , Orlando, FL
 - Universal Studios 20, Orlando, FL
 - Burbank 16, Burbank, CA
 - Bay Street 16, Emeryville, CA
 - Forum 30, Sterling Heights, MI
 - River East 21, Chicago, IL
 - 600 North 9, Chicago, IL
 - North Park, Dallas, TX
 - Phipps Plaza, Atlanta, GA

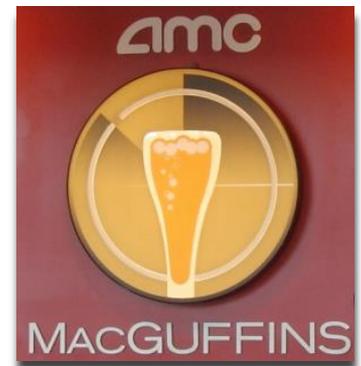


AMC's alcohol compliance platform is based on...

- ...experience
- ...best practices
- ...common regulatory practices
- ...the movie-going experience
- ...recognition that serving alcohol is a privilege



- ✓ Ticketed guests only
- ✓ Require TIPS training*
- ✓ Card everyone
- ✓ Enforce a “Zero Tolerance” policy
- ✓ All bartenders are 21 and over
- ✓ Use standard recipes
- ✓ Use a distinctive set of cups
- ✓ Monitor compliance with Mystery Shops
- ✓ Partner with local regulatory authorities
- ✓ Offer outlet for guest feedback: Sertec
- ✓ Position cameras in bar area
- ✓ Hours of operation policies



Fantastic track record!
Over 325 consecutive years of
successful & safe bar operations

* Recipient of 2014 TIPS Award of Excellence

Unique Cup Set...



16oz MacGuffins Cup

Small Soda Cup

COMMENDATION

PRESENTED TO

AMC THEATRES FLATIRON CROSSING 14

in recognition of **ONE FULL YEAR** of quality business practices
resulting in a perfect record of management of liquor sales
in keeping with the laws of the State of Colorado and the requirements
of the City and County of Broomfield.

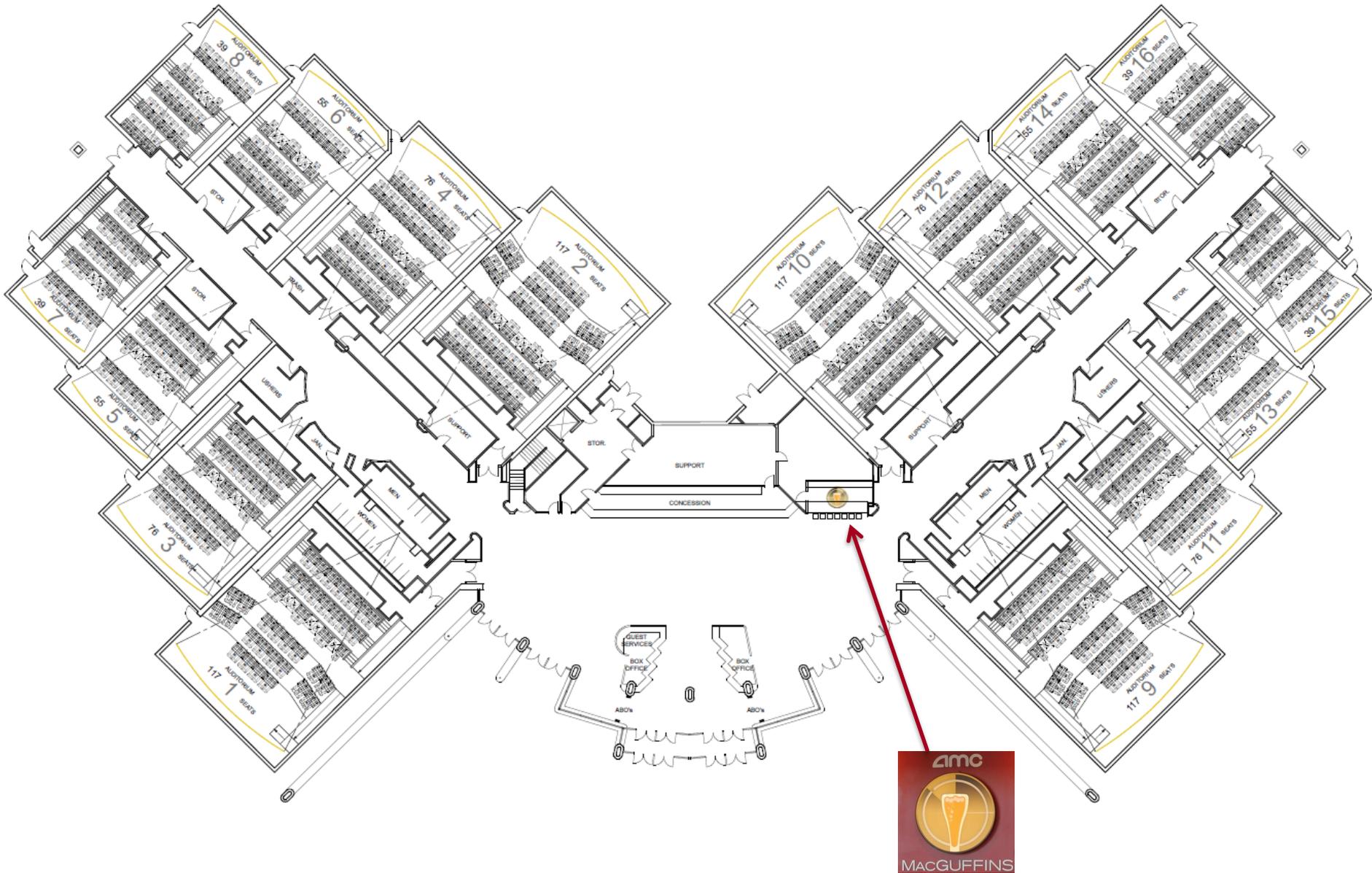


Broomfield Licensing Authority

FEBRUARY 25, 2015

Date

Potential MacGuffins at Inver Grove 1b...



MacGuffins



AMC Phipps Plaza



AMC Inver Grove Rendering

In Summary...

- Changing Consumer
- Substantial Community Investment
- Industry Leaders
- Excellent Track Record



CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 4, CHAPTER 1, SECTION 2 RELATED TO THE DEFINITION OF A
RESTAURANT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. The definition of a Restaurant found in Title 4, Chapter 1, Section 2 of the Inver Grove Heights City Code is hereby amended as follows:

RESTAURANT: An establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly served at tables to the general public and which also meets the following requirements:

- A. Seating capacity for at least fifty (50) guests;
- B. At least seven hundred fifty (750) square feet of seating area for guests;
- C. Has a printed menu for each guest at the table;
- D. Prepares and serves hot meals on the site of the establishment;
- ~~E. Has nonplastic eating utensils for guests;~~
- FE. Has on the site a conventional stove, oven or grill for preparation of hot meals and not just a microwave oven; and
- GF. Has a valid health department restaurant license.

Section Two. Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed in regular session of the City Council on the ____ day of _____, 2015.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Joe Lynch, City Administrator / Clerk

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

68
ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: June 3, 2015
**RE: City Project 2015-09E – 47th Street Area Reconstruction; Bethesda
Evangelical Lutheran Church property located at 2855 47th Street, Inver
Grove Heights – Waiver Agreement Relating to Special Assessments –
June 8, 2015 Council Meeting**

Section 1. Background. The City of Inver Grove Heights (“City”) has authorized the construction of City Project 2015-09E – 47th Street Area Reconstruction as part of the City’s Pavement Management Program (the “Project”).

The City has the authority to specially assess the costs of the Project against the properties benefitted by the Project pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061. The property (consisting of six tax parcels) located at 2855 47th Street is owned by Bethesda Evangelical Lutheran Church of So. St. Paul (the “Property”). The Property is benefitted by the Project and was identified to be assessed a total of \$55,000 (\$9,166.66 for each of the six tax parcels).

On May 11, 2015, the City held a special assessment hearing whereby the City proposed to specially assess the Property in the amount of \$55,000 for the Project improvements using the special assessment methodology and calculations reflected in the City’s feasibility study.

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

At the direction of the Council, the owner and the City Administrator were to meet and discuss a reduction of the proposed special assessment amount of \$55,000. In good faith, the owner and the City Administrator negotiated the attached Waiver Agreement to avoid the costs of special

assessment appeal litigation. The owner agrees that the City may proceed with a special assessment levy of a reduced assessment amount of \$45,000 and the owner agrees to waive all rights of appeal pursuant to Minn. Stat. § 429.081 up to \$45,000. The City agrees not to specially assess the Property in excess of \$45,000 for the Project improvements.

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

- The owner authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to \$45,000 for the benefit to the Property for the Project improvements.
- The owner agrees that the City's levy of \$45,000 will be collected over a period of fifteen (15) years with interest accrual at four and one tenth percent (4.1%) beginning January 1, 2016, with the first special assessment installment collected with the 2016 payable property taxes for the Property.
- The owner waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.031, § 429.061, § 469.071 and § 429.081 for the special assessment against the Property up to \$45,000.
- The owner waives any and all procedural and substantive objections to the special assessment up to \$45,000 against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the special assessment up to \$45,000 against the Property exceeds the benefit to the Property for the Project.
- The owner acknowledges and agrees that the benefit of the Project to the Property does in fact equal \$45,000.

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

Section 3. Council Action. At the June 8, 2015, the Council will be asked to consider the following:

1. Motion to close the hearing with respect to the Property (the Bethesda tax parcels).
2. Consider a *Resolution Approving The Waiver Agreement By And Between Bethesda Evangelical Lutheran Church Of So. St. Paul And City Of Inver Grove Heights Relating To Special Assessments For City Project No. 2015-09E – 47th Street Area Reconstruction* which resolution authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property of \$45,000 for the benefit to the Property for the Project improvements.
3. Consider a *Resolution Adopting Final Assessment Against Dakota County Tax Parcel No.s 20-44400-03-060; 20-44400-03-050; 20-44400-03-040; 20-44400-03-030; 20-44400-02-040 And 20-44400-02-030 For 2015 Pavement Management Program City Project No. 2015-09E – 47th Street Area Reconstruction* for the Bethesda Church Property.

Attachments

**WAIVER AGREEMENT BY AND BETWEEN
BETHESDA EVANGELICAL LUTHERAN CHURCH OF SO. ST. PAUL
AND CITY OF INVER GROVE HEIGHTS
RELATING TO SPECIAL ASSESSMENTS FOR
CITY PROJECT NO. 2015-09E (47TH STREET AREA RECONSTRUCTION)**

THIS WAIVER AGREEMENT (Agreement) is made, entered into and effective this 8th day of June, 2015, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”), and Bethesda Evangelical Lutheran Church of So. St. Paul, a religious corporation under the laws of Minnesota (hereafter referred to as the “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. The City (of Inver Grove Heights) is a Minnesota municipal corporation. Landowner (Bethesda Evangelical Lutheran Church of So. St. Paul) is a religious corporation under the laws of Minnesota.

Recital No. 2. Landowner owns property located in the City of Inver Grove Heights, Dakota County, Minnesota identified as the six (6) Dakota County Tax Identification Numbers shown on Exhibit A which is attached hereto and made a part hereof (hereafter referred to as the “Property”).

Recital No. 3. As part of the City’s Pavement Management Program, the City has ordered and will construct City Project 2015-09E – 47th Street Area Reconstruction.

Recital No. 4. City Project 2015-09E will directly affect and benefit the Property.

Recital No. 5. The City has the authority to specially assess the costs of the Project against the Property pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061.

Recital No. 6. On May 11, 2015, the City held a special assessment hearing pursuant to Minn. Stat. § 429.061, whereby the City proposed to specially assess the Property in the amount of \$55,000 for the Project improvements using the special assessment methodology and calculations reflected in the City’s feasibility study. Each of the six parcels was proposed to be assessed \$9,166.66.

Recital No. 7. Landowner acknowledges that the Property will be benefitted by the Project, but the Landowner believes that the special assessment methodology and calculations reflected in the City’s feasibility study has resulted in a proposed special assessment amount that exceeds the amount that the Property will be benefitted by the Project.

Recital No. 8. The May 11, 2015 special assessment hearing was continued to May 26, 2015 and again continued to June 8, 2015 to provide the Landowner and the City the opportunity to meet and discuss the proposed special assessment amount of \$55,000.00. In good faith, the Landowner and the City have jointly decided to enter into this Agreement to avoid the costs of special assessment appeal litigation. As hereinafter provided, the Landowner agrees that the City may proceed with a special assessment levy of a Reduced Assessment Amount (as hereinafter defined) and the Landowner shall waive all rights of appeal pursuant to Minn. Stat. § 429.081 up to the Reduced Assessment Amount. The City shall also agree not to specially assess the Property in excess of the Reduced Assessment Amount for the Project improvements.

ARTICLE 2
DEFINITIONS

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

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

2.3 Landowner. “Landowner” means Bethesda Evangelical Lutheran Church of So. St. Paul, a religious corporation under the laws of Minnesota.

2.4 Property. “Property” means that certain real property in the City of Inver Grove Heights, Minnesota identified as the six (6) Dakota County Property Tax Identification Numbers shown on Exhibit A.

2.5 Project. “Project” means City Project No. 2015-09E – 47th Street Area Reconstruction.

2.6 Reduced Assessment Amount. “Reduced Assessment Amount” means the total principal amount of \$45,000 assessed against the Property with each of the six tax parcels being individually assessed the principal amount of \$7,500.

ARTICLE 3
LANDOWNER COVENANTS AND AGREEMENTS

3.1 Landowner Assessment Appeal Waiver. The Landowner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to the Reduced Assessment Amount for the benefit to the Property for the Project improvements. The Landowner acknowledges and agrees that the City’s levy of the Reduced Assessment Amount shall be collected over a period of fifteen (15) years with interest accrual at four and one tenth percent (4.1%) beginning as of January 1, 2016, and the first special assessment installments shall be collected with the 2016 payable property taxes for the Property.

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

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

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

3.3 Authority. Landowner represents to the City that Landowner has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons or other entities are necessary in connection with the authority of Landowner to enter into and perform its obligations under this Agreement.

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

3.5 Landowner Covenant Not to Sue the City. Landowner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied

assessment up to the Reduced Assessment Amount, or for any other relief from the payment of the City's levy of a special assessment up to the Reduced Assessment Amount against the Property.

3.6 Attorneys' Fees, Costs and Expenses. The Landowner acknowledges and agrees that the Landowner would be unjustly enriched if the City's assessment certification of the Reduced Assessment Amount pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property after the City funds/pays for a construction contract for the Project that improves the Property and which is agreed to be partially funded by the Reduced Assessment Amount pursuant to this Agreement. The Landowner agrees that the court with jurisdiction over the Property shall award the City the assessment certification of the Reduced Assessment Amount together with any City's attorneys' fees, costs and expenses arising from a breach of the Landowner's covenant not to sue the City pursuant to Article 3, Section 3.5 above. The Landowner agrees that this provision shall survive the expiration of the term of this Agreement.

ARTICLE 4 **CITY COVENANTS AND AGREEMENTS**

4.1 City Levy and Certification of Reduced Assessment Amount. The City agrees that the City will levy and certify a special assessment against the Property for the Reduced Assessment Amount for the benefit of the Project improvements. The City agrees that said levied/certified special assessment against the Property for the Reduced Assessment Amount shall be collected over a period of fifteen (15) years with interest accrual at four and one tenth percent (4.1%) beginning as of January 1, 2016, and the first special assessment installments shall be collected with the 2016 payable property taxes for the Property. The City agrees that up to November 15, 2015, the Landowner may prepay some or all of the City's special assessment levy for the Reduced Assessment Amount against the Property for the Project with no penalty and with no interest.

4.2 Relationship to Easement Conveyance Agreement. The parties have also entered into an Easement Conveyance Agreement dated May 11, 2015 whereby the City in exchange for an easement agreed to pay Landowner \$9,000 by way of a pre-payment of the special assessments against the Property. Nothing contained in this Agreement alters the City's obligation under the Easement Conveyance Agreement; the City is still obligated to pay the \$9,000 by way of a pre-payment of the special assessments against the Property.

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

4.4 Authority. The City represents to Landowner that the City has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no

approvals or consents of any persons or other entities are necessary in connection with the authority of the City to enter into and perform its obligations under this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Notices. All notices required or permitted pursuant to this Agreement shall be in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

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

If to Landowner: Bethesda Evangelical Lutheran Church of So. St. Paul
2855 – 47th Street East
Inver Grove Heights, MN 55076

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

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

5.3 Survival of Representations and Warranties. The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants and agreements by the other party shall survive the execution and termination of this Agreement.

5.4 Alteration. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

5.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a wavier or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

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

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

5.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

5.10 Parties In Interest. This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator / Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator / Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

EXHIBIT A
PROPERTY

| TAX PARCEL IDENTIFICATION NO. | CITY ORIGINAL PROPOSED ASSESSMENTS TO BE LEVIED | REVISED SPECIAL ASSESSMENTS |
|--------------------------------------|--|------------------------------------|
| 20-44400-03-060 | \$9,166.67 | \$7,500.00 |
| 20-44400-03-050 | \$9,166.67 | \$7,500.00 |
| 20-44400-03-040 | \$9,166.67 | \$7,500.00 |
| 20-44400-03-030 | \$9,166.67 | \$7,500.00 |
| 20-44400-02-040 | \$9,166.66 | \$7,500.00 |
| 20-44400-02-030 | \$9,166.66 | \$7,500.00 |
| TOTAL | \$55,000 | \$45,000 |

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A WAIVER AGREEMENT BY AND BETWEEN
BETHESDA EVANGELICAL LUTHERAN CHURCH OF SO. ST. PAUL AND CITY OF
INVER GROVE HEIGHTS RELATING TO SPECIAL ASSESSMENTS FOR CITY
PROJECT NO. 2015-09E – 47TH STREET AREA RECONSTRUCTION**

WHEREAS, the City of Inver Grove Heights (“City”) has authorized the construction of City Project 2015-09E – 47th Street Area Reconstruction as part of the City’s Pavement Management Program (the “Project”).

WHEREAS, the City has the authority to specially assess the costs of the Project against the properties benefitted by the Project pursuant to Minnesota Statutes, Chapter 429, and more specifically Minn. Stat. § 429.061. The property (consisting of six tax parcels) located at 2855 47th Street is owned by Bethesda Evangelical Lutheran Church of So. St. Paul (the “Property”). The Property is benefitted by the Project and was identified to be assessed a total of \$55,000 (\$9,166.66 for each of the six tax parcels).

WHEREAS, on May 11, 2015, the City held a special assessment hearing whereby the City proposed to specially assess the Property in the amount of \$55,000 for the Project improvements using the special assessment methodology and calculations reflected in the City’s feasibility study.

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

WHEREAS, at the direction of the Council, the owner and the City Administrator were to meet and discuss a reduction of the proposed special assessment amount of \$55,000. In good faith, the owner and the City Administrator negotiated the attached Waiver Agreement to avoid the costs of special assessment appeal litigation. The owner agrees that the City may proceed with a special assessment levy of a reduced assessment amount of \$45,000 and the owner agrees to waive all rights of appeal pursuant to Minn. Stat. § 429.081 up to \$45,000. The City agrees not to specially assess the Property in excess of \$45,000 for the Project improvements.

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

- The owner authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to \$45,000 (a levy of \$7,500 against

each of the six tax parcels) for the benefit to the Property for the Project improvements.

- The owner agrees that the City's levy of \$45,000 will be collected over a period of fifteen (15) years with interest accrual at four and one tenth percent (4.1%) beginning January 1, 2016, with the first special assessment installment collected with the 2016 payable property taxes for the Property.
- The owner waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.031, § 429.061, § 469.071 and § 429.081 for the special assessment against the Property up to \$45,000.
- The owner waives any and all procedural and substantive objections to the special assessment up to \$45,000 against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the special assessment up to \$45,000 against the Property exceeds the benefit to the Property for the Project.
- The owner acknowledges and agrees that the benefit of the Project to the Property does in fact equal \$45,000.

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

- 1.) The City Council approves the attached Waiver Agreement by And between Bethesda Evangelical Lutheran Church of So. St. Paul and City of Inver Grove Heights Relating To Special Assessments For City Project No. 2015-09E – 47th Street Area Reconstruction.
- 2.) The Mayor and Deputy Clerk are authorized to execute the attached Waiver Agreement.

Adopted by the City Council of Inver Grove Heights this 8th day of June, 2015.

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING FINAL ASSESSMENT AGAINST
DAKOTA COUNTY TAX PARCEL NO.S 20-44400-03-060; 20-44400-03-050; 20-44400-03-040;
20-44400-03-030; 20-44400-02-040 AND 20-44400-02-030 FOR CITY PROJECT NO. 2015-09E –
47TH STREET AREA RECONSTRUCTION**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment against the following six (6) Dakota County Tax Parcel No.s for the improvements on City Project No. 2015-09E – 47th Street Area Reconstruction:

- 20-44400-03-060
- 20-44400-03-050
- 20-44400-03-040
- 20-44400-03-030
- 20-44400-02-040
- 20-44400-02-030

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

1. The following special assessment amounts are hereby accepted and shall constitute the special assessments hereby levied against the following six (6) Dakota County Tax Parcel No.s which are hereby found to be benefited by the assessments hereby levied against them:

| | |
|-----------------|---------|
| 20-44400-03-060 | \$7,500 |
| | |
| 20-44400-03-050 | \$7,500 |
| | |
| 20-44400-03-040 | \$7,500 |
| | |
| 20-44400-03-030 | \$7,500 |
| | |
| 20-44400-02-040 | \$7,500 |
| | |
| 20-44400-02-030 | \$7,500 |

2. Such assessments shall be payable in equal installments extending over a period of fifteen (15) years. The first of the installments shall be payable on or before the first Monday in January 2016, and shall bear interest at the rate of 4.1 percent per annum from the date of January 1, 2016. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of January 1, 2016.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made, provided that interest shall not begin to accrue until from and after January 1, 2016. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of June, 2015.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Administrator / Clerk

Memo

To: Joe Lynch, City of Inver Grove Heights
From: Steve Apfelbacher and Jessica Cook
Date: June 4, 2015
Subject: Financing Street Reconstruction Projects

The purpose of this memo is to summarize the proposed financing for 2015 street reconstruction projects and layout out necessary Council action to proceed with the financing.

Project Background

The City has indicated that it will need funds in 2015 for the following street reconstruction projects:

- CPN 2014-11: Argenta Trail Realignment (City's share of project is 45% of total costs)
- CPN 2015-09E: Pavement Management Program (47th Street Neighborhood)

Given the debt issuance authority under state law, the Council and staff have discussed the need to finance these projects using general obligation street reconstruction bond authority for Argenta Trail and special assessment improvement bond authority for the neighborhood pavement management project.

Proposed Street Reconstruction Bonds – Argenta Trail

The City is authorized under *Minnesota Statutes*, Section 475.58, Subdivision 3b to issue Street Reconstruction Bonds without the need for assessments or a bond election. To qualify for the referendum exemption, the following qualifications must be met:

- The City Council must unanimously approve a Street Reconstruction Plan after a public hearing. The plan includes streets to be reconstructed over the next five years and their estimated costs.
- In addition to Argenta Trail, the City will include the neighborhood pavement management projects and other collector streets to be reconstructed within the City's CIP. The collector street projects are:
 - CPN 2009-25: 70th Street/TH 3 Roundabout
 - CPN 2015-09D: Broderick Boulevard
 - CPN 2009-06: Akron Avenue/Cliff Road to City of Rosemount border
 - CPN 2015-08: 70th Street/Eagan border to Trunk Highway 3
 - CPN 2015-01: 117th/Cliff Road

The estimated total bonding amount for Argenta Trail, the above collector street



projects plus the neighborhood pavement management projects is \$27,000,000. This amount will be published in the hearing notice and represents the maximum amount the City may bond for under the street reconstruction plan authority without another public hearing and reverse referendum period.

- The adoption of this plan does not require the City to issue debt. The City will only have the authority to issue debt. The decision to move ahead with any of these projects would be determined by the City Council on a project by project basis at a future date.
- Approval of the issuance of street reconstruction bonds must be made by a unanimous vote of the council members present.
- If a petition signed by voters equal to 5% of the voters in the last general election is filed with the municipal clerk within 30 days of the public hearing, then a referendum will be required to issue the bonds.

Attached to this memo is a proposed schedule for approving the Street Reconstruction Plan and issuing bonds in August.

Pavement Management Program Projects

The City has previously issued special assessment improvement bonds to fund pavement management projects, which requires a minimum of 20% of the project to be special assessed. The City may also issue bonds for pavement management projects under the street reconstruction statute without the assessment requirement. In order to keep this second financing option available, the pavement management projects will be included in the Five Year Street Reconstruction Plan. It is anticipated, however, that the City will continue to assess for a portion of those project in accordance with its current policy and practice.

The proposed Pavement Management Program for the Years 2016-2020 includes the following projects:

- 2016-09D: 60th Street Neighborhood
- 2018-09D: 50th Street - East Neighborhood
- 2020-09D: 50th Street - West Neighborhood and Ann Marie Trail Neighborhood

Next Steps

The next formal step for authorizing the issuance of street reconstruction bonds would be to call for a public hearing at the June 8th meeting. The proposed public hearing on the street reconstruction plan would be July 13, 2015. The City just received updated costs from Dakota County and the State of Minnesota this week. These will be reviewed and incorporated into the Street Reconstruction Plan, which will be drafted and on file with the City prior to the publication of the hearing notice.

A Resolution calling for the public hearing and a Notice of Public Hearing are attached.

Proposed
Pre-Sale Schedule dated April 6, 2015
5-Year City Street Reconstruction Plan Bond Issuance
City of Inver Grove Heights, Minnesota

The City Council must take the following actions before Bonds can be issued:

- City Council directs preparation of a 5-Year Street Reconstruction Plan.
- City Council conducts a Public Hearing on issuance of Bonds and Street Reconstruction Plan.
- City Council approves Bonds and Street Reconstruction Plan by unanimous vote.

The table below lists the steps in the issuing process:

| | |
|-----------|--|
| 6/8/2015 | City Council adopts Resolution calling for Public Hearing on issuance of Bonds and on Street Reconstruction Plan. |
| 6/16/2015 | Deadline to get Notice of Public Hearing on issuance of Bonds and on Street Reconstruction Plan to official newspaper for publication. |
| 6/21/2015 | Publish Notice of Public Hearing on issuance of Bonds and on Street Reconstruction Plan (publication no more than 28 days and no less than 10 days prior to hearing date). |
| 7/13/2015 | City Council holds Public Hearing at 7:00 p.m. on Bonds and on Street Reconstruction Plan and adopts Resolution giving preliminary approval for their issuance and approving Street Reconstruction Plan by unanimous vote of its membership present. |
| 7/13/2015 | City Council provides for sale of Bonds. |
| 8/12/2015 | Reverse referendum period ends (within 30 days of the public hearing). |
| 8/24/2015 | City Council accepts offer for Bonds and adopts Resolution approving sale of Bonds. |
| 9/17/2015 | Tentative closing/receipt of funds. |

RESOLUTION CALLING PUBLIC HEARING ON
THE INTENTION TO ISSUE GENERAL OBLIGATION STREET
RECONSTRUCTION PLAN BONDS AND THE PROPOSAL TO
ADOPT A STREET RECONSTRUCTION PLAN THEREFOR

A. WHEREAS, pursuant to Minnesota Statutes, Section 475.58, Subdivision 3b the City of Inver Grove Heights, Minnesota (the "City") may issue bonds to finance capital expenditures under its street reconstruction plan (the "Plan") without an election provided that, among other things, prior to issuing the bonds the City adopts the Plan after a public hearing thereon and publishes a notice of its intention to issue the bonds and the date and time of a hearing to obtain public comment on the matter; and

B. WHEREAS, the City Council will hold a public hearing on its intention to issue general obligation street reconstruction plan bonds (the "Bonds") and to adopt the Plan therefor pursuant thereto on July 13, 2015; and

NOW, THEREFOR, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the City Council hereby calls for a public hearing on its intent to issue the Bonds and to adopt the Plan therefor, such hearing to be held on the date and time set forth in Exhibit A attached hereto. The City Clerk is hereby directed to cause the notice to be published at least 10 but not more than 28 days before the hearing in the official newspaper of the City or a newspaper of general circulation in the City.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted the same:

Whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

CITY OF INVER GROVE HEIGHTS

NOTICE OF PUBLIC HEARING
ON INTENTION TO ISSUE
GENERAL OBLIGATION STREET RECONSTRUCTION PLAN BONDS
AND PROPOSAL TO ADOPT A STREET
RECONSTRUCTION PLAN THEREFOR

NOTICE IS HEREBY GIVEN, that the City Council of the City of Inver Grove Heights, Minnesota will meet on July 13, 2015 at 7:00 p.m. at the City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota, for the purpose of conducting a public hearing on (a) the intention to issue general obligation street reconstruction plan bonds in an amount not to exceed \$27,000,000 and (b) the proposal to adopt a street reconstruction plan therefor. The proceeds of the bonds will be used to finance various street reconstructions within the City pursuant to Minnesota Statutes, Section 475.58, Subdivision 3b.

All persons interested may appear and be heard at the time and place set forth above.

If a petition requesting a vote on the issuance of the bonds is signed by voters equal to 5 percent of the votes cast in the City in the last general election and is filed with the City within 30 days after the public hearing, the bonds may only be issued upon obtaining the approval of the majority of the voters voting on the question of issuing the bonds.

Individuals unable to attend the public hearing can make written comment by writing to the City Clerk, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Written comments must be received prior to the public hearing.

BY ORDER OF THE CITY COUNCIL

City Clerk

[Submit 6/16/15; Publish 6/21/15]

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MATTHEW GENS – Case No. 15-06ZA

Meeting Date: June 8, 2015
Item Type: Regular Agenda
Contact: Heather Botten 651.450.2569
Prepared by: *HB* Heather Botten, Associate Planner
Reviewed by: *HB*

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

PURPOSE/ACTION REQUESTED

Consider the Third Reading of an Ordinance Amendment to Title 10 of the City Code (Zoning Ordinance) to amend the definition of Dwelling/Dwelling Unit, and to add the use of Supervised Student Housing as an Interim Use in single family residential zoning districts.

- Requires 3/5th's vote.
- 2nd 60-day deadline: June 17, 2015

SUMMARY

Council tabled the third reading of the ordinance amendment at the May 26, 2015 meeting.

At the May 26th meeting, the City Council and the applicant agreed to add single-family PUD to the list of approved zoning districts, have the home inspected annually by the Inspections Department and to amend the formula to allow every bedroom occupied by more than one student to have a minimum of 50 square feet of space per student. Please see the attached ordinance reflecting these changes.

There was also discussion relating to an assistant being able to live on the single-family premises to help care for the students. If the City Council would like to allow an assistant, staff is proposing the following language be added to the ordinance:

H.6. Staff member(s) of the supervising organization may also occupy the single-family dwelling provided the maximum number of students be reduced by the number of staff if the staff person(s) are not part of the single-family occupying the dwelling.

There are pro and cons in allowing staff members to live on the single-family property:

Pros:

- Help relieve some of the day to day activities for the single-family living in the dwelling; including but not limited to cooking, cleaning, and transporting the students to and from school and other places they may want to go.

Cons:

- There may be more vehicles stored on the property than a typical single-family dwelling would have;
- The functionality of the single-family dwelling may be lost as the property would be operating more like a multi-family/commercial type of use;
- Day time help such as a housekeeper would be allowed without the need for staff to live on the property.

June 8, 2015
Gens- Case No. 15-06ZA
Page 2

The applicant has provided a letter in response to the pros and cons listed, please see attachment for the applicant's comments.

City Council is to decide if they would like to add language to the proposed ordinance to allow staff members to occupy the single-family dwelling.

RECOMMENDATIONS

Planning Staff: Presents an amended ordinance per Council comments for third reading

Attachment: Draft Ordinance
Letter from applicant

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) REGARDING THE DEFINITION OF
DWELLING/DWELLING UNIT AND TO ADD SUPERVISED STUDENT
HOUSING TO THE LIST OF INTERIM USES**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following

DWELLING/ DWELLING UNIT:

C. There are two (2) principal types of “dwelling units”, single-family and multiple-family. Multiple-family dwelling units are grouped into two-family, duplex, twin home, townhouse, condominium, cooperative and apartment groups.

Single-Family Dwelling:

A freestanding residence structure designed for or occupied by one family only. In addition to a single family occupying a single family dwelling, supervised student housing may occupy the dwelling as an interim use subject to:

1. Up to eight (8) students, with the number determined by the formula in the interim use section of the City Code, under the general supervision of the single-family occupying the dwelling, pursuant to a program sponsored by an organization, holding a tax status of 501(c)(3) that promotes education provided students are participating in an educational program located in Dakota County.

Section Two. Amendment. Title 10, Chapter 14-2, **INTERIM USES ENUMERATED**, of the Inver Grove Heights City Code is hereby amended to add the following:

H. Within A, E-1, E-2, R-1A, R-1B, R-1C, & single-family PUD zoning districts, the following form of supervised student housing shall be allowed subject to the following:

1. The supervised student housing shall be under the general supervision of the single-family occupying the dwelling, pursuant to a program sponsored by an

organization holding a tax status of 501(c)(3) that promotes education provided students are participating in an educational program located in Dakota County.

2. The maximum number of students allowed shall be determined by the following formula: Every bedroom used to house one student shall contain a minimum of 70 square feet. ~~and~~ Every bedroom occupied by more than one student shall contain a minimum of ~~70~~ 50 square feet ~~for the first student and a minimum of 50 square foot~~ of floor area for each ~~additional~~ student, but in no case shall the maximum number of students allowed per dwelling exceed eight.

3. The owner of the premises shall provide and maintain compliance with all building and fire safety codes as required by the City Building Official and Fire Marshal.

4. The single-family home shall be inspected for code compliance by the Chief Building Official prior to occupancy and annually thereafter.

5. The interim use shall expire if the organization sponsoring the program changes or if there are no students occupying the premises for more than a year.

Section Four. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the 8th day of June, 2015.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Joe Lynch, City Clerk

New Aspiration

International House

New Aspiration International House
16856 Whitewood Avenue
Prior Lake, MN 55372

Attn: Heather Botten

Inver Grove Heights - City Planning

RE: 3-4th Reading of Ordinance Amendment for Matthew Gens

Dear Staff,

Thank you for the chance to share our additional thoughts for the ordinance as it stands right now. We are grateful for the opportunity to stand before the council again to hear their thoughts on these matters and hopefully come to a vote soon.

As far as pros and cons, we would like to address some of these concerns ahead of time and add additional Pros to the list. (Added language is underlined.)

Pros:

- *Help relieve some of the day to day activities for the single-family living in the dwelling; including but not limited to cooking, cleaning, and transporting the students to and from school and other places they may want to go.*
- *Additional staff would also provide evening supervision and resources for students between the hours of 9pm-1am, as the host family is not available during that time to meet their needs and this is when most college students are most active.*
- *Additional staff would also provide supervision and arrange activities for students when the host family is unavailable or needing time off.*

Cons:

- *There may be more vehicles stored on the property than a typical single-family dwelling would have;*
- *The functionality of the single-family dwelling may be lost as the property would be operating as a multi-family type of use;*

- *Day time help such as a housekeeper would be allowed without the need for staff to live on the property.*

To address the Cons, right now we have 3 vehicles and an additional staff person would drive the same vehicles that we use currently for transporting the students and could possibly have 1 vehicle of their own. For an average single family home, 4 vehicles is not out of line and any parking restrictions that the city has will be followed. Just to reiterate again that the students will not have vehicles. For the second con, we are already not a typical “single-family” which is why we are looking at amending the ordinance, but as far as the functionality, we will still function as one family, eating meals together and doing household activities together as any other single family. And lastly, for the third con, we are looking for additional staff to provide not only help with transportation each day, but more help during the late evening hours and some weekends when we are unavailable, which would require them to live on site. Our program has a detailed house maintenance schedule that the students are primarily responsible for, including cooking, cleaning and yard care.

Again, thank you for the opportunity to address the staff and city council with our ideas. We look forward to meeting with you soon.

Sincerely,



Jessica Gens, COO

New Aspiration International House

T.C.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Bridget McCauley Nason, Assistant City Attorney
DATE: June 3, 2015
RE: Draft Tobacco Licensing and Inspection Ordinance

Section 1. Background. The current Inver Grove Heights City Code (“Code”) does not contain any provisions related to the licensing, inspection, or regulation of businesses where tobacco and tobacco-related products are sold. Previously, Dakota County has conducted compliance checks on the various local businesses where tobacco is sold. City Staff have been informed that Dakota County will no longer be conducting these inspection activities within the City of Inver Grove Heights (“City”). The attached draft ordinance attempts to address this issue by creating a comprehensive licensing, inspection, and regulation program for businesses where tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products are sold.

Section 2. Key Provisions of Draft Ordinance. The attached draft ordinance includes provisions related to the following key areas:

- A. Licensing. All persons and businesses who sell tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at retail are required to obtain a license issued by the City.
- B. Training. All employees who sell tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are required to complete an instructional program on the legal requirements related to the sale of tobacco every two years.
- C. Age Verification Devices. All licensees are required to install or possess an age-verification device within two (2) years from the date of issuance of the tobacco license.

D. Sampling. As drafted, the proposed ordinance prohibits the sampling of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products within the indoor area of any establishment with a retail tobacco license. However, the Council may address the sampling issue in a number of ways, including permitting, prohibiting, or limiting sampling as follows:

1. Permit sampling of both tobacco products (cigars, hookah, etc.) and electronic delivery devices (e-cigarettes used with or without products containing nicotine).
2. Permit sampling of electronic delivery devices (e-cigarettes used with or without products containing nicotine), but prohibit sampling of tobacco products (cigars, hookah, etc.)
3. Permit sampling of electronic delivery devices used without products containing nicotine, but prohibit sampling of tobacco products.
4. Prohibit sampling of tobacco products and prohibit sampling of electronic delivery devices.
5. Prohibit sampling of tobacco products and prohibit sampling of electronic delivery devices after 10:00 p.m., or impose other related restrictions on the sampling of tobacco products and/or electronic delivery devices.

E. Compliance Checks. A compliance check program is established which requires the police department to conduct a compliance check on all licensed establishments at least once a year.

F. Denial, Suspension, or Revocation of License. Grounds are established for the denial, suspension, or revocation of a tobacco license, and minimum penalties are established for license violations.

Additional information regarding the draft ordinance provisions, including provisions related to sampling restrictions, can be found on the City's website under work session materials from the following dates: September 15, 2014; November 3, 2014; April 6, 2015; and May 4, 2015 work sessions.

Section 3. Council Action. The Council is asked to review and consider adoption of the attached draft tobacco licensing ordinance. The Council should provide specific direction to staff on how to proceed with the sampling section of the ordinance as described by the options listed above in Section 2(D).

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
ORDINANCE NO. _____
AN ORDINANCE AMENDING THE INVER GROVE HEIGHTS CITY CODE BY
ADDING TITLE 4, CHAPTER 12 RELATED TO TOBACCO LICENSING**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Enactment. Title 4, Chapter 12, of the Inver Grove Heights City Code is hereby adopted as follows:

Chapter 12-Tobacco

4-12-1: Purpose: Because the City recognizes that many persons under the age of 18 years may purchase or otherwise obtain, possess and use tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products, and such sales, possession and use are violations of both state and federal laws, and because smoking has been shown to be the cause of several severe health problems which subsequently place a financial burden on all levels of government, this chapter is intended to regulate the sale, possession and use of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products and to further the official public policy of the state to prevent young people from starting to smoke as stated in Minn. Stat. §144.391.

4-12-2: Definitions Words used in this chapter shall have the following meanings unless the context clearly indicates a different meaning.

CHILD RESISTANT PACKAGING. Packaging that meets the definition set forth in Code of Federal Regulations, Title 16, Section 1700.15(b)(1), as in effect on January 1, 2015, when tested in accordance with the methods described in Code of Federal Regulations, Title 16, Section 1700.20, as in effect on January 1, 2015.

COMPLIANCE CHECK: The system the Police Department uses to investigate and ensure that those authorized to sell tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products are following and complying with the requirements of this chapter and state law. Compliance checks shall involve the use of minors as authorized by state law who may attempt to purchase tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products for educational, research and training purposes.

ELECTRONIC DELIVERY DEVICE: Any product containing or delivering nicotine, lobelia or any other substance intended for human consumption that can be used by a person to simulate

smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery devices include any component part of such a product whether or not sold separately. An electronic delivery device does not include any product approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

INDIVIDUALLY PACKAGED: The practice of selling any tobacco or tobacco product wrapped individually for sale. Individually wrapped tobacco and tobacco products shall include, but not be limited to, single cigarette packs, single bags or cans of loose tobacco in any form, and single cans or other packing of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack, or other container as described in this definition, shall not be considered individually packaged.

INDOOR AREA: All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50% of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes a retractable divider, garage door, or other physical barrier, whether temporary or permanent.

LOOSIES: Any tobacco product not intended to be sold individually or apart from the product's original manufacturer-delivered packaging. The term "loosies" does not include individual cigars with a retail price, before any sales tax, of more than \$2.00 per cigar, any cigarette package that is intended to be resold separately, or the bulk sale of raw tobacco.

MINOR: Any person under 18 years of age.

MOVABLE PLACE OF BUSINESS: Any form of business operated out of a truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or otherwise permanent type of structure.

NICOTINE OR LOBELIA DELIVERY PRODUCTS. Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco as defined by this section, not including any product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

RETAIL ESTABLISHMENT: Any place of business where tobacco, tobacco products, tobacco-related devices, electronic delivery device, or nicotine or lobelia delivery products are available for sale to the public. Retail establishments shall include, but not be limited to, grocery stores, bars, drug stores, convenience stores and restaurants.

SALE: Any transfer of goods for money, trade, barter, or other consideration.

SELF-SERVICE MERCHANDISING: Open displays of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products in any

manner where any person shall have access to the tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products without the assistance or intervention of the licensee or the licensee's employees. Self-service merchandising shall not include vending machines.

TOBACCO OR TOBACCO PRODUCTS: Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigarettes; cigars; little cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco or tobacco products excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

TOBACCO-RELATED DEVICE: Any tobacco product as well as a pipe, rolling papers, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking or other consumption, whether by inhalation, ingestion, or any other method of consumption, of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

VENDING MACHINE: Any mechanical, electric or electronic self-service device that upon the insertion of money, tokens or other form of payment dispenses tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products and includes vending machines equipped with manual, electric or electronic locking devices.

4-12-3: License Required:

- A. General Rule. No person shall sell or offer to sell any tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at a retail establishment without first obtaining a license from the City pursuant to this chapter (tobacco license). Each location where tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are sold shall require a separate license.
- B. Applications. In addition to the application information requirements of this chapter, the applicant shall submit a copy of the educational materials the applicant uses as part of its instructional program along with any initial or renewal license application.
- C. License Fee. The applicant shall submit the license fee required by the city's fee schedule at time of submission of application. The licensee fee shall be used to process applications and by the Police Department for education, training and enforcement of this chapter.

D. Investigations.

1. For all new and renewal applicants, a background investigation will be conducted on the applicant listed on the application. If more than one background investigation is required, the applicant shall pay a background investigation fee for each background investigation conducted. For applicants who have an existing tobacco license who want to add an additional location at any time other than annual renewal, a background investigation will be required.
2. For applicants who are applying for a license for more than one location, only one background investigation and background investigation fee shall be required.

E. License Term. The license term is for two years, beginning on January 1 of the first year and terminating on December 31 of the second year.

F. Changes in Ownership. A license is non-transferable. If there is a change in the ownership of the retail establishment, a new license is required and the applicant shall be required to submit to a background investigation as a new applicant. A license shall only be valid for the premises for which it is issued, and any change in location of the premises shall require reapplication by the applicant for a license for the new premises.

G. Instructional Program. No person shall be issued an initial or renewal tobacco license unless an applicant or licensee has a program for instructing all employees regarding the legal requirements pertaining to the sale of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at the retail establishment for which the license was issued and the applicant provides proof to the City at the time of application submission that all employees who sell tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products have completed the instructional program within sixty (60) days prior to the date of submission of the application. All employees shall complete the required instructional program prior to selling any tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products. The instructional program shall include, but is not limited to, reviewing the law on the sale of tobacco products, requiring employees to request identification from every customer who is under 27 years of age, providing information that the sale of tobacco, tobacco products, tobacco delivery devices, electronic delivery devices, and nicotine or lobelia delivery products to minors is illegal, explaining what kind of proof of age is legally acceptable, and that a sale to a minor can subject the applicant or licensee and its employees to criminal and/or civil liability.

H. Age Verification Device. Within two (2) years after obtaining a tobacco license and prior to applying for a renewal license, all license holders shall be required to install or possess age verification devices at the licensed location. The Police Department shall confirm that the age verification devices have been installed prior to renewal of the license.

- I. Sampling. Sampling of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, including products used in electronic delivery devices, or nicotine or lobelia delivery products shall not be permitted within the indoor area of any establishment with a tobacco license.
- J. Moveable place of business. No license shall be issued to a movable place of business. Only fixed locations shall be eligible to be licensed under this chapter.
- K. Storage of Products. All tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public.

4-12-4: Responsibility for Acts of Employees: All licensees shall be responsible for the actions of their employees with regard to the sale of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products at the retail establishment, and the sale of any such item by an employee shall be considered a sale by the licensee for the purposes of this chapter.

4-12-5: Prohibited Sales: It shall be unlawful for any person licensed under this chapter to allow the sale of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products:

- A. By the means of a vending machine;
- B. By means of loosies as defined in this chapter;
- C. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process;
- D. By any other means, to any other person, in any other manner or form prohibited by federal, state, or local law, ordinance, or other regulation;
- E. From a movable place of business, such as but not limited to any motorized vehicle, a kiosk, a trailer, a transportable shelter or table or other any movable structure; or
- F. From self-service merchandising.

4-12-6: Compliance Checks and Inspections: All retail establishments shall be open to inspection by the Police Department or other designated law enforcement officers or agencies during regular business hours. From time to time, but at least once per year, a law enforcement officer shall conduct compliance checks to ensure compliance with the provisions of this chapter. Compliance checks shall utilize, with the written consent of their parents or guardians, minors over the age of 15 years, but less than 18 years, to enter the retail establishments to attempt to purchase tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products. Minors used for the purpose of compliance checks shall be supervised by designated law enforcement officers. Minors used for compliance checks shall not be guilty of the unlawful purchase or attempted purchase, or the unlawful possession of tobacco,

tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products when such items are obtained as a part of the compliance check. No minor used in a compliance check shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall truthfully answer all questions about the minor's age asked by the licensee or employee thereof and shall produce any identification, if any exists, for which he or she is asked. Nothing in this chapter shall prohibit other compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

4-12-7: Illegal Acts: Unless otherwise provided, the following acts shall be a violation of this chapter:

- A. Illegal sales. It shall be unlawful for any person to sell or otherwise provide tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products, to any minor.
- B. Illegal possession. It shall be unlawful for any minor to possess any tobacco, tobacco product, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product. This section shall not apply to minors lawfully involved in a compliance check.
- C. Illegal use. It shall be unlawful for any minor to smoke, chew, sniff or otherwise use any tobacco, tobacco product, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery device.
- D. Illegal purchase. It shall be unlawful for any minor to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco product, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product, and it shall be unlawful for any person to purchase, or otherwise obtain such items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco product, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.
- E. Use of false identification. It shall be unlawful for any minor to attempt to disguise the minor's true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person.
- F. Liquid Packaging. It shall be a violation of this chapter for any licensee to sell any liquid, whether or not such liquid contains nicotine, that is intended for human consumption and use in an electronic delivery device, that is not contained in child-resistant packaging.

4-12-8: License Denial, Suspension, or Revocation:

- A. Grounds for Denial, Suspension or Revocation. The City Council may deny, revoke or suspend a license following a hearing for violating a provision of this chapter or for any

of the reasons listed below. In addition, the City Council shall impose a civil penalty for each violation occurring at a license establishment.

1. The proposed use does not comply with the Zoning Ordinance.
2. The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.
3. The applicant has failed to pay all of the appropriate fees related to the license, or is delinquent on any other city fees.
4. The applicant has made fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant's business.
5. The applicant has been convicted of any crime or offense in the previous five (5) years involving or relating to the business that is licensed or the type of licensed activity and failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
6. The licensed activity is conducted in such a manner as to constitute a breach of the peace, a menace to the health, safety, and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.
7. Expiration or cancellation of any required insurance or failure to notify the city within a reasonable time of changes in terms of the insurance or the carriers.
8. The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
9. The applicant's license has been denied, revoked, or suspended by the city, the state, or another government unit.
10. Failure to allow inspections of the licensed premises, for the purpose of ensuring compliance with the law, at any time it is occupied or open for business.
11. Failure to continuously comply with all conditions required as precedent to the approval of the license.
12. Real estate taxes, personal property taxes, or special assessments on the premises or the real property where the retail establishment is located have become delinquent or are unpaid and the property owner and the applicant are the same person or entity, or have any common ownership between the property owner and the applicant where they are a different person or entity.
13. Violation of any regulation or provision of the City Code or Zoning Ordinance applicable to the activity for which the license has been granted, or any regulation or state law that may be applicable.
14. The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
15. Based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals and welfare of the public.
16. The applicant or licensee is not of good moral character.
17. The activity has been conducted without a license.

18. Other good cause.

- B. Minimum Penalties-Licensee. The following are deemed appropriate minimum penalties for a licensee’s failure to comply with an applicable statute, rule or ordinance relating to the license. However, the level and order of the penalties will be at the sole discretion of the City Council, based upon the nature of the infraction and the City Council may suspend or revoke a license for any violation of this chapter or any applicable state law. When appropriate, the City Council may impose penalties exceeding those stated below or impose other conditions deemed appropriate:

| VIOLATION | LICENSEE |
|---------------------------------------|---|
| 1st Violation | \$75 Fine and licensee and all employees shall attend a tobacco sales compliance training approved by Police Department |
| 2nd Violation within 24 months | \$200 Fine +3 day suspension |
| 3rd Violation within 24 months | \$750 Fine + 7 day suspension |
| 4 or more Violations within 24 months | \$1,500 Fine + Revocation |

- C. Minimum Penalties-Individual. An individual who sells tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of eighteen shall be charged an administrative penalty of fifty dollars (\$50). No penalty may be imposed until the individual has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the City to conduct the hearing. A decision that a violation has occurred must be in writing.
- D. Notice. Notice of a hearing under this chapter must be provided to the applicant, license holder, or individual via certified mail or personal service, served or sent at least ten (10) days prior to the hearing.
- E. Hearing. A hearing for consideration of issuing, suspending, or revoking a license or imposing an administrative penalty will be conducted before the City Council or its designee. At the hearing, the applicant, licensee, or individual has the right to be represented by counsel, the right to respond to the charges or information provided to the Council, the right to present evidence through witnesses under oath and the right to confront and cross-examine witnesses under oath. It is not necessary that criminal charges be brought in order to support a determination of a license violation or violation by an individual, nor does the dismissal or acquittal of such a criminal charge operate as a bar to adverse license actions under this chapter.
- F. Final Decision. Following the hearing, the Council may deny, revoke, suspend, or not renew the license for the retail establishment or may grant or continue the license upon

such terms and conditions as it deems reasonable and necessary to accomplish the purposes of this chapter. The decision by the City Council following a hearing is final.

- G. Non-Exclusive Remedy. Enforcement actions provided in this chapter are not exclusive, and the Council may take any action with respect to a licensee, employee or the retail establishments as is authorized by the City Code, state or federal law.
- H. Re-application. Upon revocation of a license, the owner must re-apply for a new license and comply with all the application provisions required for an initial license application found in this chapter.

Section Two. Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed in regular session of the City Council on the ___ day of _____, 2015.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Joe Lynch, City Administrator/Clerk

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

RESOLUTION NO. 15-_____

**RESOLUTION TO ESTABLISH THE FEE FOR A TOBACCO AND TOBACCO RELATED
PRODUCTS LICENSE IN THE CITY OF INVER GROVE HEIGHTS**

WHEREAS, Dakota County currently provides for licensing tobacco and tobacco related products including electronic cigarettes;

WHEREAS, Dakota County has notified the City of Inver Grove Heights that they would no longer provide this service to the City beginning January 1, 2016;

WHEREAS, the City of Inver Grove Heights has determined that it should be the agency responsible for providing the license of tobacco and tobacco related products including electronic cigarettes;

WHEREAS, the City of Inver Grove Heights has drafted an Ordinance dealing with the regulation, permitting, enforcement and fees required to become licensed to sell these products in the city;

WHEREAS, the City will adopt an Ordinance regulating tobacco and tobacco related products including electronic cigarettes;

WHEREAS, the City of Inver Grove Heights will incur costs in order to regulate this product and enforce those regulations;

WHEREAS, the City of Inver Grove Heights seeks to cover those costs of regulation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, establishes the fee for license to sell tobacco and tobacco related products including electronic cigarettes at \$450 for 2016 and as modified by Resolution on an annual basis when other fees are established for subsequent years.

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2015.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, City Clerk

S.A.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
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DAVID S. KENDALL
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TONA T. DOVE
BRADLEY R. HUTTER
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Mayor and City Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: June 4, 2015
RE: Watrud Properties, LLC

Section 1. Background. On July 14, 2014, after a public hearing before the Planning Commission and after Planning Commission consideration and review; the City Council granted Watrud Properties, LLC (Watrud) a number of land use approvals that had the effect of allowing and approving the “first building” on the site. The City and Watrud entered into an Improvement Agreement that conformed to the land use approvals given by the City Council. The July 2014 plans, Council minutes, resolutions and Improvement Agreement (which incorporated the approved plans) do not show a second building.

Watrud now wants to build the second building. Section 10-15J et seq. of the City Code requires a site plan approval for the second building. For this zoning district, Section 10-15J-6 requires a site plan approval for any “new structure” on an “existing parcel”.

Watrud, through its attorney, has presented the Council with an Amendment to the Improvement Agreement. The Amendment has the effect of approving the site plan for the second building. Watrud has asked that the Council approve the Amendment at the June 8 Council meeting. The Amendment is premature.

The zoning code requires that the process for site plan approval include published and mailed notice of a public hearing, a public hearing in front of the Planning Commission, consideration by the Planning Commission and then Council action. The public hearing and Planning Commission review have not yet happened. These events are scheduled for June 16, 2015.

On June 8, the Council does not have the authority to approve the Amendment. That authority does not arise until the provisions of the zoning code are followed and the public hearing and Planning Commission review have taken place.

The Council is scheduled to hear the matter June 22.

Section 2. Council Action. The recommendation is to table the Amendment until June 22.

The Amendment (presented by Watrud) contains a statement on Page 3 that the instrument was approved as to form by the City Attorney's office. This is not correct. The City Attorney's office has not approved the document.

GRANNIS & HAUGE P.A.

LEGAL SERVICES TO INDIVIDUALS, BUSINESSES AND CITIES SINCE 1908.

WARD R. ANDERSON
MICHAEL J. DWYER*
VANCE B. GRANNIS, JR.
DAVID G. KELLER
BARRY L. WITTENKELLER**
VIRGINIA A. DWYER*
WILLIAM L. BERNARD
JEROME M. PORTER
JEREMY P. KNUTSON
PAUL H. HAUGE
(of Counsel)
PAUL A. LINDSTROM
(of Counsel)

* Also admitted to practice in Wisconsin

** Also admitted to practice in Illinois

June 1, 2015

Joe Lynch
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Rosemary Piekarski Krech
7525 Babcock Trail
Inver Grove Heights, MN 55076

Mayor George Tourville
8415 Cooper Way E.
Inver Grove Heights, MN 55076

Jim Mueller
7800 Boyd Ave. E.
Inver Grove Heights, MN 55076

Tom Bartholomew
8120 Claymore Ave.
Inver Grove Heights, MN 55077

Paul Hark
8119 Courthouse Blvd.
Inver Grove Heights, MN 55077

RE: Request to Amend August 22, 2014 Improvement Agreement

Dear City Administrator, Mayor, and Council Members:

On behalf of Watrud Properties LLC (Watrud) we request that at the June 8, 2015 Council Meeting the City Council consider adopting a resolution to approve the enclosed Amendment to the August 22, 2014 Improvement Agreement.

Background

Last year the City and Watrud on July 28, 2014 entered into an Agreement that among other things provided Watrud could build a new building on a portion of Lot 1 Block 1 Gainey Addition and that the City would pay Watrud to construct a storm sewer system under Clark Road and across Outlot A Gainey 2nd Addition.

Although a second building was not formally shown on the plans approved in 2014, as a part of those plans the area north of the building shown last year was graded to within approximately 6" of the building proposed this year.

(651) 456-9000 Facsimile: (651) 454-4232

1260 YANKEE DOODLE RD. • SUITE 200 • EAGAN, MINNESOTA 55121-2201

www.grannishauge.com

City Administrator, Mayor, and Council Members
June 1, 2015
Page 2 of 2

Also, last year sewer and water were stubbed in for a 2nd building and storm sewer was installed that will serve a second building. This year City staff has indicated it would be desirable to have a sanitary sewer line installed across Lot 1 Block 1 Gainey Addition to serve future development of properties east of said Lot 1.

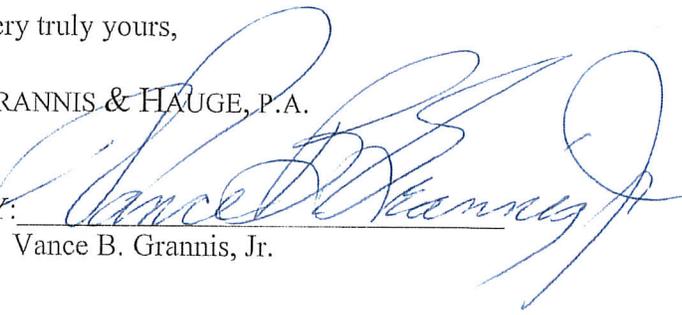
Watrud is agreeable to installing that sanitary sewer on terms similar to the storm sewer that was installed last year IF building number two can proceed immediately after the June 8th Council Meeting.

Other issues raised by staff relating to parking and outside storage setbacks will be resolved at the June 22nd Council Meeting after the June 16th Planning Commission Meeting. This proposed Amendment only deals with the 2nd office warehouse building and the extension of sanitary sewer to serve other properties. It is crucial that construction of this 2nd building be allowed to start on June 9, 2015.

If you have any comments or questions regarding the proposed Amendment, please let me know prior to the June 8, 2015 Council Meeting so they can be addressed prior to or at the meeting.

Very truly yours,

GRANNIS & HAUGE, P.A.

BY: 
Vance B. Grannis, Jr.

VBGJr.:klh

cc: Tim Kuntz
Steve Watrud

**Amendment to
City of Inver Grove Heights
Improvement Agreement
For a Portion of Lot 1 Block 1 Gainey Addition**

This is an Amendment (Amendment) to the Improvement Agreement (Agreement) dated July 28, 2014 by and between the City of Inver Grove Heights, a municipality of the State of Minnesota (hereinafter City) and Watrud Properties, LLC (hereinafter Watrud).

RECITALS

Whereas City and Watrud entered into the Agreement; and

Whereas Paragraph 13. 6 of the Agreement provides that the parties may by mutual written agreement amend the Agreement; and

Whereas the City and Watrud now desire to amend the Agreement.

Now, therefore, subject to the terms of this Amendment the City and Watrud agree as follows:

1. Exhibit B to the Agreement is amended to add Plan 5 dated June ____, 2015 and prepared by Rehder and Associates, Inc. and attached hereto and incorporated by reference.
2. Watrud may construct the buildings as shown on Plan 5, after obtaining Building Permits, therefore.
3. Watrud agrees to construct for the City a municipal sewer line from its West property line easterly as shown on Plan 5 to serve future development of the property East of Watrud's property. The sewer size and depth shall be as specified by the City Engineer.
4. Watrud will provide an easement for the sewer with terms similar to the other easements in the Agreement, subject to approval by the City Attorney.

5. The City shall reimburse Watrud for the actual costs of the design and construction of the sewer not to exceed _____ upon presentation by Watrud of as built drawings for the sewer and itemized costs for the sewer design and construction.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joseph Lynch, Administrator/City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of June, 2015, before me a Notary Public within and for said County, personally appeared George Tourville and Joseph Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Administrator/City Clerk of the City of Inver Grove heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Administrator/City Clerk acknowledged said instrument to be the free act and deed of said municipality.

NOTARY PUBLIC

