

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**

**MONDAY, July 13, 2015**

**8150 BARBARA AVENUE**

**7:00 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PRESENTATIONS**

**A. Proclamation Recognizing Volunteer Efforts at Swing Bridge Park** \_\_\_\_\_

**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 June 22, 2015 Regular Meeting** \_\_\_\_\_

**B. Resolution Approving Disbursements for Period Ending July 7, 2015** \_\_\_\_\_

**C. Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance** \_\_\_\_\_

**D. Approve Additional Official Depository for 2015** \_\_\_\_\_

**E. Accept Proposal from American Engineering Testing, Inc. (AET, Inc.) for Phase 1 Environmental Site Assessments for City Project No. 2014-11 – Argenta Trail.** \_\_\_\_\_

**F. Authorization to Make Offers for Acquisition of Easements for City Project No. 2015-13.** \_\_\_\_\_

**G. Approve Lap Pool Condensing Unit Replacement** \_\_\_\_\_

**H. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 1037 Highway 110 (Inver Grove Toyota).** \_\_\_\_\_

**I. Approve an Improvement Agreement and a Drainage and Utility Easement Agreement for Contractor's Yard at 11184 Rich Valley Boulevard.** \_\_\_\_\_

**J. Resolution Approving Application to Minnesota Department of Employment and Economic Development for Host Community Grant Funds** \_\_\_\_\_

**K. Letter of Intent for Community Solar Garden Subscription RFP Collaboration** \_\_\_\_\_

**L. Approve Purchase of Park and Recreation Software** \_\_\_\_\_

**M. Schedule Public Hearings** \_\_\_\_\_

N. Settlement Agreement and Release with City \_\_\_\_\_

O. 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. Street Reconstruction and Overlay Plan

7. **REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

A. **JON SKOGH;** Consider the First reading of an Ordinance Amendment allowing Accessory Dwelling Units (ADU) within all single family zoning districts and specifically for property located at 1355 96<sup>th</sup> Street E. \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Consider an Ordinance Amendment to allow restaurants within a clubhouse on a publically owned golf course as an accessory use to a golf course. \_\_\_\_\_

C. Resolution Supporting the Robert Street Transitway Alternative Study \_\_\_\_\_

**PUBLIC WORKS:**

D. Consider Resolution Establishing an Engineering Consultant Pool for Northwest Area Surface Water and Natural Resources Services. \_\_\_\_\_

**ADMINISTRATION:**

E. Resolution Pursuant to Minn. Stat. § 645.021 Approving a Special Law Relating to the City of Inver Grove Heights Identified as Laws of Minnesota 2015, Chapter 9, Article 2, Section 10 \_\_\_\_\_

F. A Unanimous Resolution Pursuant To Section 1-2-3 Of Inver Grove Heights City Code Authorizing Consideration And Passage At One Reading Of The Following Ordinance: An Ordinance Amending Inver Grove Heights City Code Section 4-1-4(B)(1) And Section 4-1-4(B)(6) Both Related To Types Of Alcoholic Beverage Licenses; Section 4-1-5 Related To Number Of Alcoholic Beverage Licenses; Section 4-1-16(B) Related To Restrictions On Alcoholic Beverage Sales, Purchases And Consumption And Section 7-5-1(L)(1) Related To Conduct In Parks And Recreational Areas Concerning Alcoholic Beverages \_\_\_\_\_

G. An Ordinance Amending Inver Grove Heights City Code Section 4-1-4(B)(1) And Section 4-1-4(B)(6) Both Related To Types Of Alcoholic Beverage Licenses; Section 4-1-5 Related To Number Of Alcoholic Beverage Licenses; Section 4-1-16(B)

Related To Restrictions On Alcoholic Beverage Sales, Purchases And Consumption  
And Section 7-5-1(L)(1) Related To Conduct In Parks And Recreational Areas  
Concerning Alcoholic Beverages

---

**8. MAYOR & COUNCIL COMMENTS:**

**9. EXECUTIVE SESSION**

“Executive Session (pursuant to Minn. Stat. 13D.05, Subd. 3(c)(3)) to discuss offer of Wells Fargo Bank to transfer property to City located at 9697 Inver Grove Trail, Inver Grove Heights MN identified as Tax Parcel No. 20-02200-54-011.”

**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](mailto:ajannetto@invergroveheights.org)

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Proclamation Recognizing Volunteer Efforts at Swing Bridge Park**

Meeting Date: July 13, 2015  
 Item Type: Special Presentations  
 Contact: Eric Carlson 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Recognize the volunteer efforts of Inver Grove Heights residents to preserving pieces of the Rock Island Swing Bridge for historic interpretation purposes in Swing Bridge Park.

**SUMMARY**

Recognize the volunteer efforts of the following individuals for the work on preserving pieces of the former Rock Island Swing Bridge for an entrance arch in Swing Bridge Park:

- Mr James Huffman
- Mr. Frank Rauschnot
- Mr. Wilfred "Willy" Krech
- Mr. Joseph Boehmer

It is recommended that the attached Proclamation be presented to each individual.



# ***City of Inver Grove Heights Proclamation***



- WHEREAS,** The City of Inver Grove Heights and Dakota County cooperatively planned the Mississippi River Regional Trail which is owned and operated by Dakota County; and
- WHEREAS,** The City of Inver Grove Heights and Dakota County cooperatively worked together to preserve the Rock Island Swing Bridge, so future generations can appreciate the historic bridge which is owned and operated by the City of Inver Grove Heights; and
- WHEREAS,** The City of Inver Grove Heights and Dakota County worked to make trailhead improvements in Swing Bridge Park that include a parking lot, restroom building, and picnic shelter that will support the Mississippi River Regional Trail and aid the City of Inver Grove Heights in improving the local economy in the Concord Boulevard Neighborhood; and
- WHEREAS,** Mr. James Huffman, an Inver Grove Heights resident, was instrumental in preserving pieces of the former bridge for historical interpretation purposes; and
- WHEREAS,** Mr. Frank Rauschnot, an Inver Grove Heights business owner and resident, had a vision on how to re-use sections of the former Rock Island Swing Bridge turning it into an entrance arch; and
- WHEREAS,** Mr. Wilfred Krech, an Inver Grove Heights business owner and resident, provided material and equipment to help with the project; and
- WHEREAS,** Mr. Joseph Boehmer, an Inver Grove Heights resident, provided labor and expertise to help with the project

NOW, THEREFORE, I, GEORGE TOURVILLE, Mayor of the City of Inver Grove Heights, by the authority vested in me, do hereby recognize the tremendous efforts of these volunteers to help make Swing Bridge Park a fabulous asset to the City of Inver Grove Heights.

---

George Tourville, Mayor

Attest:

---

Joe Lynch, City Administrator

**10 INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, JUNE 22, 2015 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, June 22, 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, Parks and Recreation Director Carlson, Finance Director Smith, Chief Stanger, Chief Thill, and Recording Secretary Fox

**3. PRESENTATIONS:**

- A.** Presentation of the American Council of Engineering Companies' National Grand Award for Northwest Area Storm Water Design

Mr. Thureen stated the Northwest Area Storm Water Design project was recognized at the State level and nominated for the National Grand Award. He noted the project was recognized as one of the top 8 in the nation.

Dave Oxley, Executive Director of ACEC Minnesota, stated his organization represented approximately 150 engineering firms in the State. He explained their biggest event of the year was their Engineering Excellence awards competition. He stated there were 30 entries last year, including the Northwest Area Stormwater Design project. He noted 174 projects from across the country were nominated for the ACEC National Grand Award. He added the Northwest Area Stormwater Design project was unique and unusual in comparison to many of the other projects that were entered into the competition.

Brett Emmons, Emmons & Olivier Resources, provided an overview of the history of the Northwest Area Stormwater Design project. He noted the overall goal was to design a zero discharge approach to stormwater management. He presented the National Grand Award to the City.

**4. CONSENT AGENDA:**

Councilmember Piekarski Krech removed Items 4H and 4J from the Consent Agenda.

- A.** i) Minutes – June 1, 2015 City Council Work Session  
ii) Minutes – June 8, 2015 Regular City Council Meeting
- B. Resolution No. 15-99** Approving Disbursements for Period Ending June 16, 2015
- C.** Pay Voucher No. 7 for City Project No. 2014-09D, College Trail Street Reconstruction and Barbara Avenue Partial Street Reconstruction, and City Project No. 2014-06, Blaine Avenue Retaining Wall Replacement Improvements
- D.** Pay Voucher No. 1 for City Project No. 2015-09E, 47<sup>th</sup> Street Area Reconstruction, and City Project No. 2015-04, 47<sup>th</sup> Street Area Water and Sewer Improvements and Rehabilitation
- E.** Pay Voucher No. 1 and Change Order No. 1 for the 2015 Capital Improvement Program, City Project No. 2015-10, NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11, NWA 70<sup>th</sup> Street Lift Station, Argenta District
- F.** Approve Custom Grading, Drainage, and Stormwater Ponding Easement Agreement for 2306 99<sup>th</sup> Street
- G.** Approve Therapeutic Massage License
- I.** Approve the 2015 Seasonal/Temporary Compensation Plans
- K.** Personnel Actions

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

**Ayes: 5**

**Nays: 0            Motion carried.**

**H. Approve Replacement of Parks and Recreation Office and Arena Concession Stand Service Counters**

Councilmember Piekarski Krech stated she wanted to ensure that the replacement counters were durable and easy to clean.

Mr. Carlson stated staff selected quality materials.

Councilmember Mueller questioned what was wrong with the existing counters.

Mr. Carlson explained neither of the service counters proposed to be replaced currently met ADA standards because they were too tall.

**Motion by Piekarski Krech, second by Bartholomew, to approve the replacement of Parks & Recreation office and arena concession stand service counters**

**Ayes: 5**

**Nays: 0      Motion carried.**

**J. Approve Temporary Assignment Pay**

Councilmember Piekarski Krech stated she was not clear on the standard protocol related to pay rates and who was eligible to receive additional pay for temporary work assignments.

Mr. Lynch explained in the past temporary assignment pay has been awarded to individuals who have assumed duties of another position, in addition to their own, on an interim basis. He stated the goal was to recognize the individual who had been performing the duties of both HR Coordinator and Deputy City Clerk since the end of March. He noted overtime was not included because the position was exempt.

Councilmember Mueller questioned if the proposed amount was based on a percentage.

Mr. Lynch stated the amount was equivalent to 50% of the difference between the bi-weekly rates of the positions.

**Motion by Mueller, second by Bartholomew, to approve temporary assignment pay**

**Ayes: 4**

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

**5. PUBLIC COMMENT:**

Gabriel Rojas Cardona, 9716 Benjamin Trail, stated he represented the Inver Grove Heights Heat Soccer Association. He asked the City to help the organization generate additional revenues to support their growing program and keep costs low for families.

Sara Westall, gaming manager, stated the organization would like to add another gambling site at Overboard Bar & Grill. She explained the organization already operated two sites in the City, the maximum currently allowed under City Code regulations. She requested that the Council consider making an exception to allow the organization to operate charitable gambling at an additional site.

Mayor Tourville stated an ordinance amendment would be required. He suggested that Ms. Westall meet with the City Administrator to discuss the process and make a determination as to whether an ordinance amendment would be brought forward for consideration.

Allan Cederberg, 1162 82<sup>nd</sup> St. E., referenced Item 7A from the May 11, 2015 City Council meeting when the City approved the Comprehensive Annual Financial Report. He questioned why a specific schedule outlined in the CAFR was not included in information that was published in the official City newspaper.

Mr. Lynch stated the City was not required to publish every report that was included in the Comprehensive Annual Financial Report. The City disclosed all information as required by law.

Councilmember Bartholomew stated the CAFR was also published, in its entirety, on the City's website.

Dennis Wolfe, 6742 Argenta Trail, thanked the Council and staff for implementing accessible parking stalls in the front of City Hall.

**6. PUBLIC HEARINGS:** None.

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

**A. GREGORY LEE & DL SCOFIELD:** Consider Resolution relating to a Variance to allow a six foot fence along a corner front property line whereas 30 feet is required for property located at 3593 72<sup>nd</sup> St.

Mr. Link reviewed the location of the property. The request was for a variance to allow construction of a six foot solid fence. He provided an overview of the zoning code requirements that applied to corner lots. The ordinance requires that any fence be set back at least 30 feet, or if the fence is within the 30 foot setback, that it be no taller than 42" and 75% opaque. The reasons for the requirement are to ensure that an open view of homes be maintained for public safety purposes, aesthetics, and to maintain traffic visibility and safety. Planning staff did not support the variance because they could not find anything about the property that was particularly unique, could not identify a practical difficulty, and there was concern with setting a precedent. Planning Commission also recommended denial of the request.

Councilmember Bartholomew clarified that the proposed fence would not be located within the right-of-way or along the curb line. He stated he did not see how the proposed location of the fence would cause a problem for traffic visibility at the intersection.

Mr. Link stated the setback was measured from the edge of the right-of-way.

Councilmember Piekarski Krech questioned if the entire fence would be solid. She noted she also did not see that there would be any sightline or visibility issues at the intersection.

Greg Scofield, 3593 72<sup>nd</sup> St., stated he was never aware that what he considered to be his backyard was actually by definition a front yard. He explained they use the area as their backyard to exercise their dogs.

Debbie Scofield, 3593 72<sup>nd</sup> St., stated they requested the variance to replace their existing fence. She opined the fence provided safety and security for their family and their dogs. She noted she was a dog trainer and has seen dogs jump over the existing 42" fence and aggressively approach the fence while her dogs are in the yard. She explained a solid fence would limit the visual contact between the dogs and the increased height would make it more difficult for other dogs to enter her yard uninvited. She stated they wanted to provide a safe and secure area for their animals.

Mr. Scofield opined the proposed fence would not set a precedent as staff admitted that the zoning code had been interpreted differently over the years and there were at least 16 other corner lot fences in their area of the City that were similar to what they had proposed for their property. He stated not all ordinance regulations applied uniformly to every property in the City. He noted the proposed fence would not impact the traffic sight lines.

Councilmember Hark stated he could not identify a practical difficulty in this particular case but felt that the precedent for similar requests had already been set and it would be unfair to deny the request.

Councilmember Bartholomew stated the intent of the regulation was to ensure that visibility was maintained for traffic safety at the intersection.

Councilmember Piekarski Krech stated her biggest concern was that the fence be maintained. She opined that people who live on corner lots should not be penalized and she did not see an issue with the request.

**Motion by Piekarski Krech, second by Bartholomew, to receive correspondence**

**Ayes: 5**

**Nays: 0**

**Motion carried.**

**Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 15-100 approving a Variance to allow a six foot fence along a corner front property line whereas 30 feet is required for property located at 3593 72<sup>nd</sup> St. because the property owner was being penalized for living on a corner lot and the visibility of the intersection would not be impacted by the fence.**

**Ayes: 5**

**Nays: 0            Motion carried.**

**B. RYLAND HOMES:** Consider Resolution approving the Final Plat, Final PUD Development Plan, Development Contract and related agreements for Blackstone Ponds 1<sup>st</sup> Addition

Mr. Hunting reviewed the location of the property. He explained the first phase of the proposal included 46 townhome units, site grading, stormwater improvements, and construction of the public street. He noted the next phase of the county's Mendota-Lebanon trail would also be completed. He stated the proposal met all of the requirements set forth in the preliminary conditions of approval and the engineering department was satisfied with the plans as presented. A parking plan was also submitted that would allow for parking on one side of the street. He noted the development agreement was amended to eliminate parts 12 and 13 of Exhibit E. Planning staff recommended approval of the final plats and plans for the first phase of Blackstone Ponds.

**Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 15-101 approving the Final Plat, Final PUD Development Plan, Development Contract and related agreements for Blackstone Ponds 1<sup>st</sup> Addition**

**Ayes: 5**

**Nays: 0            Motion carried.**

**C. SPERIDERS REINERS ARCHITECTS:** Consider the following Resolutions for property located at 7365 Concord Boulevard

- i) Major Site Plan Review for an approximate 5,000 Square Foot Addition and approval of an Improvement Agreement, Storm Water Maintenance Agreement, and Permanent Five Foot Drainage and Utility Easement
- ii) Variance to allow a 33 Foot Setback from the North Property Line for the Building Expansion whereas 75 Feet is required

Mr. Link reviewed the location of the property. He stated the existing building was approximately 8,400 square feet in size and the applicant proposed an addition of 5,000 square feet. The request included an additional parking lot and access with screening on the north side of the lot. The variance was necessary because the ordinance required a 75 foot setback from residential properties. The City Council previously approved a 30 foot setback for the existing building and the applicant would like to maintain the existing setback with the new addition. Both Planning staff and the Planning Commission recommended approval of the request with the practical difficulty being that the proposed setback was already approved by previous Council action.

Councilmember Hark questioned if staff received any comments from the neighbors.

Mr. Link stated no concerns or objections were raised.

Councilmember Mueller questioned why the existing drainage was being changed.

Mr. Link stated the applicant was adding more impervious coverage that would generate more stormwater.

Eric Reiners, applicant, stated because the site was disturbing more than 5,000 total square feet of ground area, the ordinance required them to meet the drainage requirements of the entire site. In order to do that, the capacity needed to be increased.

**Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 15-102 relating to a Major Site Plan Review for an approximate 5,000 Square Foot Addition and approving an Improvement Agreement, Storm Water Maintenance Agreement, and Permanent Five Foot Drainage and Utility Easement and Resolution No. 15-103 approving a Variance to allow a 33 Foot Setback from the North Property Line for the Building Expansion whereas 75 Feet is required**

**Ayes: 5**

**Nays: 0          Motion carried.**

**D. STEVE WATRUD: Consider the following resolutions for property located at 10982 Clark Road:**

- i) Major Site Plan Approval to Construct a 22,400 Square Foot Office/Warehouse Building**
- ii) Conditional Use Permit Amendment to allow for a Contractor's Yard and Outdoor Storage**
- iii) Variance to allow Outdoor Storage less than 100 Feet from Agricultural Zoned Property and from Screening Requirements**

Mr. Link reviewed the location of the property. The City Council previously approved a site plan to construct a building on the property. Construction of an additional 22,000 square foot building on the site was proposed. In the industrial zoning district multiple buildings on a property were allowed. The new structure required site plan approval. Council also previously approved an open storage area and the applicant proposed to extend the area to the east, which required two variances for the setback and for screening. He stated Planning staff recommended approval of the requests with slightly different conditions than what the applicant requested. The Planning Commission also recommended approval of the requests with slight variations from what the applicant requested. He explained staff received an email from the applicant's attorney that revised the proposed resolutions and raised several issues.

Mayor Tourville questioned if the issues raised were discussed at the Planning Commission meeting.

Mr. Link stated most of the issues had not been discussed at the Planning Commission meeting. He reviewed the ten issues that were raised by the applicant. He noted that the majority of the issues did not relate to the building itself and staff suggested allowing the building permit to be issued.

Councilmember Piekarski Krech questioned what the setback would be if the neighboring properties were not zoned residential.

Mr. Link replied 10 feet.

Councilmember Piekarski Krech questioned if the proposed landscaping plan was sufficient for the entire site or if each new building would require a separate landscaping plan.

Mr. Link stated the plan was dependent on the perimeter of the property and the number of parking stalls. He noted additional parking stalls beyond what was originally approved for the site were proposed. Ordinance requires screening from the residential properties and the applicant proposed planting trees to provide screening in a location that was different than what was originally shown on the site plan. The applicant also requested that the proposed trees be used to fulfill both the landscaping and screening requirements for the site.

Councilmember Mueller stated the residential properties were not located very close to the parking lot.

Councilmember Piekarski Krech questioned how the revised plan changed the location of the trees.

Steve Watrud, applicant, presented the revised site plan. He explained the Planning Commission determined that it should not matter where the trees were located as long as the total number met the requirements. He stated the trees were moved to provide more area for outdoor storage.

Mayor Tourville stated the tree location could be worked out between the applicant, the neighbors, and staff.

Mr. Watrud noted that the Planning Commission also agreed that the screening trees should be counted against the total number required on the landscaping plan. He explained that he also wanted to expand the list of items that would be allowed on the I-2 property.

Mr. Link clarified that the original discussion was to allow outdoor storage and a contractor's yard for those who were leasing space on the property.

Mr. Watrud stated he would like the flexibility to rent storage space to his tenants.

Mr. Link explained the resolution prepared for Council stated the conditional use permit did not include and did not allow vehicles for sale, storage of vehicles related to a business, propane tanks, or mini storage. The revised resolution provided by the applicant's attorney removed that language.

Mayor Tourville questioned if the Council was interested in allowing the storage of propane tanks on the property.

The Council replied in the negative.

Councilmember Mueller opined the City may want to allow the storage of vehicles to give the applicant some flexibility.

Mr. Watrud stated he would agree to come back to the City for approval if, at some point in the future, he had wanted to store propane tanks on the property. He clarified that he wanted to be able to maximize the outdoor storage on the property to make it as profitable as possible.

Councilmember Bartholomew questioned if the applicant wanted permission to allow storage on the property by entities that were not necessarily leasing space on the property.

Mr. Watrud stated he did not currently have any tenants on the property and he would like to take advantage of opportunities to rent out storage space. He noted he was not interested in using the space as an impound lot, mini storage, or for the storage of propane tanks and those could be removed from the resolution.

Vance Grannis, Jr., 9249 Barnes Avenue, stated although the applicant did not intend to use the outdoor storage space for a propane farm, there were instances in which he had to store propane on the property. He noted that was why the revised resolution removed the prohibition against propane tanks. He explained the applicant was asking for the City to come up with a plan that would allow for the full development of the property without having to come back to the Council for separate approval of each phase. He added the City Attorney drafted a resolution with sixteen conditions that would allow for that. He stated the engineering department suggested installing utilities now to service future buildings on the property and to avoid having to tear up the street again in the future.

Mr. Kuntz explained if the Council wanted to deal with the potential for future expansion of the buildings, or additional buildings beyond the second building, the resolution that was prepared with the sixteen conditions provides the appropriate framework. He noted the applicant agreed with all sixteen conditions because they eliminated the need to come back to the City for separate approvals on subsequent phases.

The Council agreed they did not have an issue with the sixteen conditions as proposed related to future development on the property.

Mr. Grannis stated the difference between the resolution prepared by staff for the major site plan approval and the revised resolution he provided was the inclusion of the extra 30,000 square feet and the 16 proposed conditions.

Mr. Link stated the application was for a variance for a ten (10) foot setback. Both Planning staff and the Planning Commission recommended a 20 foot setback. The revised version from the applicant reflected a five (5) foot setback.

Mr. Grannis argued that the proposed setback had been five (5) feet since the original proposal was approved.

Mr. Link clarified the setback for parking was five (5) feet, not for open storage.

Mr. Grannis stated his interpretation was that the setback was five (5) feet for both parking and open storage.

Mr. Link explained Council previously approved a 40 foot setback.

Ken Pike, 11025 Courthouse Blvd., stated the proposed plans had changed since the Planning Commission meeting. He noted he would agree to a ten (10) foot setback but would prefer 20 feet.

Mr. Watrud questioned what the difference was between the setback for storage and the setback for parking.

Councilmember Piekarski Krech stated parking was a more fixed use whereas the outdoor storage could be used for many different things.

The Council agreed to a setback of ten (10) feet.

Mr. Link stated there was a discrepancy regarding the location of the trees. He noted the resolution could be worded such that the location of the trees needed to be worked out between the property owner, neighbors, and City staff.

The Council agreed that the location of the trees could be worked out between the neighbors, the property owner, and staff.

Mr. Link stated the City's interpretation was that the applicant would put in a certain number of trees to meet the landscaping requirements and additional trees would be planted for screening. The applicant requested, and Planning Commission supported, that the trees planted for screening count towards the landscaping requirement as well. He noted the difference was 13 trees.

The City Council agreed with the recommendation of the Planning Commission.

Councilmember Piekarski Krech stated the property was in an industrial storage area and the main purpose of the trees was to provide screening of the outdoor storage area.

Mr. Link referenced the conditions related to an engineering escrow and letter of credit, and the City Engineer review of the site plan.

Mr. Thureen explained the City Engineer reviewed and approved the site plan. He stated staff agreed with the language of the conditions as proposed by the applicant.

Mr. Link stated the resolution included in the Council packet required the applicant to provide a photometric plan to detail the brightness of the lighting and determine if the plan meets the code requirements. He noted the applicant proposed removal of the condition.

Mr. Grannis stated the lighting was addressed in the sixteen conditions previously agreed to by the Council.

Mr. Watrud clarified the same lighting that was installed for the first building would be used.

Mr. Link stated the concern was that more lighting was being installed on the site

Mr. Kuntz reviewed the language suggested by Planning staff regarding lighting. The applicant suggested a sentence that read "new lighting shall be substantially similar to existing lighting".

Mr. Link suggested that the brightness of the lighting for the second building be measured in the same

manner in which it was measured for the first building.

The Council agreed with Mr. Link's suggestion.

Mr. Link questioned what should be allowed to be stored on the property.

Councilmember Mueller suggested prohibiting an impound lot, propane tank farm, mini storage, and an auto sales lot. He noted everything else would be permissible.

Mr. Watrud agreed with the proposed prohibitions.

Mayor Tourville questioned if a non-tenant would be allowed to store items on the property.

Councilmember Bartholomew stated he would not be opposed to allowing non-tenants to use storage on the property.

Councilmember Hark questioned what the definition was of a non-tenant.

Mr. Kuntz stated there were two provisions contained in the previous Council action for the first building. The first allowed metal storage containers and trailers as part of the outdoor storage provided they were used as part of a business operating out of the main building. The second provision outlined that the conditional use permit did not allow vehicles for sale, the storage of vehicles not related to a business, propane tanks, and mini storage. The provision did allow for landscaping material, vehicles and equipment related to a business and saleable product.

Councilmember Bartholomew reiterated that he was not opposed to the applicant storing items on the property that were not for a tenant.

Councilmember Mueller agreed.

Councilmember Hark opined in the I-2 district it really wouldn't matter that much.

Mr. Link stated Planning staff did not have an opportunity to review the revised site plan. He questioned what changes the applicant proposed.

Mr. Watrud explained the utilities would be brought onto the property on the north side rather than on the south side of the building. He noted there were other minor changes made to accommodate the City Engineer's suggestions.

Mr. Link suggested that the resolution be changed to reflect the revised site plan submitted by the applicant. He explained staff also suggested that the 2014 resolution be voided and replaced by the revised information being considered by the Council.

Mr. Grannis suggested that the 2014 resolution remain in effect except for what was modified by the 2015 resolution.

The Council agreed with the suggestion of Mr. Grannis.

**Motion by Bartholomew, second by Hark, to adopt Resolution No. 15-104 related to a Major Site Plan Approval to Construct a 22,400 Square Foot Office/Warehouse Building, Resolution No. 15-105 approving a Conditional Use Permit Amendment to allow for a Contractor's Yard and Outdoor Storage, and Resolution No. 15-106 approving a Variance to allow Outdoor Storage less than 100 Feet from Property Zoned Agricultural and from Screening Requirements with the revisions as proposed and discussed by the Council**

**Ayes: 5**

**Nays: 0            Motion carried.**

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

**Motion by Piekarski Krech, second by Mueller, to schedule a special City Council meeting on July 27, 2015 at 5:00 pm in the City Council chambers**

**Ayes: 5**

**Nays: 0      Motion carried.**

**9. EXECUTIVE SESSION:**

**A. Discuss Appraisals for Easement Acquisitions on Glenlin Properties, LLC Parcel and on Lawrence and Linda Flannery Parcel relating to City Project No. 2015-13**

**Motion by Piekarski Krech, second by Mueller, to enter Executive Session**

**Ayes: 5**

**Nays: 0      Motion carried.**

The Council entered Executive Session at 10:10 p.m. to discuss appraisals for easement acquisitions.

**10. ADJOURN:** Motion by Mueller, second by Hark, to adjourn. The meeting was adjourned by a unanimous vote at 10:45 pm.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: July 13, 2015  
 Item Type: Consent  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith  
 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 June 17, 2015 to July 7, 2015.

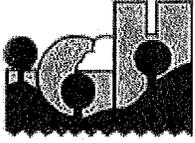
**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending July 7, 2015. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$697,547.83
Debt Service & Capital Projects	1,182,031.03
Enterprise & Internal Service	648,804.38
Escrows	34,511.20
	<hr/>
Grand Total for All Funds	<u><u>\$2,562,894.44</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period June 17, 2015 to July 7, 2015 and the listing of disbursements requested for approval.



Payment Dates 6/17/2015 - 7/7/2015

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
ACE PAINT & HARDWARE	524366/5	06/17/2015	501126	101.43.5200.443.60016	8.98
ACE PAINT & HARDWARE	524390-5	06/18/2015	SHOP	101.44.6000.451.40047	6.87
ACE PAINT & HARDWARE	524412/5	06/18/2015	501126	101.44.6000.451.60012	7.49
ACE PAINT & HARDWARE	524412/5	06/18/2015	501126	101.44.6000.451.60040	20.46
ACE PAINT & HARDWARE	524577/5	06/18/2015	501126	101.44.6000.451.60040	3.48
ACE PAINT & HARDWARE	524515/5	06/18/2015	501126	101.42.4200.423.60040	46.98
AFSCME COUNCIL 5	INV0042924	06/26/2015	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	66.08
AFSCME COUNCIL 5	INV0042925	06/26/2015	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	733.76
AFSCME COUNCIL 5	INV0042926	06/26/2015	UNION DUES (AFSCME FULL SHARE-PT	101.203.2031000	86.00
ANCOM COMMUNICATIONS, INC.	53600	07/01/2015	809	101.42.4200.423.40042	2,726.50
ARROW MOWER, INC.	34675	07/01/2015	GROVEINVE	101.43.5200.443.60016	161.45
ASPEN MILLS	166091	06/18/2015	550771	101.42.4200.423.60045	52.95
AT & T MOBILITY	287237771092x06122015	06/24/2015	287237771092	101.41.1000.413.50020	91.42
AT & T MOBILITY	287237771092x06122015	06/24/2015	287237771092	101.43.5100.442.50020	32.14
BARNA, GUZY, & STEFFEN LTD	5/31/15	06/18/2015	146481	101.41.1100.413.30430	377.00
BEACON ATHLETICS	0446929-IN	06/18/2015	B55077	101.44.6000.451.60040	609.00
BELLEISLE, MONICA	6/1615	06/18/2015	6/16/15	101.42.4200.423.60065	68.48
BETTS, BETH	1065	06/18/2015	6/11/15	101.44.6000.451.30700	489.00
BITUMINOUS ROADWAYS, INC.	23917	06/24/2015	35266	101.43.5200.443.60016	7,199.16
BITUMINOUS ROADWAYS, INC.	23922	06/24/2015	35266	101.43.5200.443.60016	4,954.56
BOTTEN, HEATHER	5/21/15	07/01/2015	REIMBURSE-MILEAGE	101.45.3200.419.50080	105.65
BROCK WHITE COMPANY LLC	12544129-00	06/18/2015	6481	101.44.6000.451.40047	88.95
CA DEPT OF CHILD SUPPORT SERVICES	INV0042927	06/26/2015	MIGUEL GUADALAJARA FEIN/TAXPAYE	101.203.2032100	279.69
CEMSTONE PRODUCTS COMPANY	214326	06/24/2015	9021	101.43.5200.443.60016	355.00
CENTRAL TURF & IRRIGATION SUPPLY	5057644-00	06/18/2015	112659	101.44.6000.451.40047	46.76
CENTURY LINK	5/22/15	06/18/2015	6514574184	101.44.6000.451.50020	58.94
CENTURY LINK	5/22/15-A	06/18/2015	6514575524	101.44.6000.451.50020	66.89
CITY OF SAINT PAUL	IN00009216	06/18/2015	76	101.43.5200.443.60016	2,733.78
CLAREY'S SAFETY EQUIPMENT	161520	06/24/2015	090500	101.42.4200.423.60040	590.78
CUB FOODS	6/10/15	07/01/2015	HOUSE CHARGE 6/10/15	101.43.5100.442.60010	30.90
CULLIGAN	5/31/15 157-98459100-6	06/18/2015	157-98459100-6	101.42.4200.423.60065	46.15
DAKOTA COMMUNICATIONS CENTER	IG2015-07	06/24/2015	JULY 2015	101.42.4000.421.70502	44,208.00
DAKOTA COMMUNICATIONS CENTER	IG2015-07	06/24/2015	JULY 2015	101.42.4200.423.70502	4,912.00
DAKOTA CTY FINANCIAL SVCS	6/5/15 AND 6/8/15	06/24/2015	000106559/00016582	101.42.4000.421.70501	1,376.47
DAKOTA CTY FINANCIAL SVCS	6/5/15 AND 6/8/15	06/24/2015	000106559/00016582	101.42.4000.421.70501	1,376.47
DAKOTA CTY FINANCIAL SVCS	6/5/15 AND 6/8/15	06/24/2015	000106559/00016582	101.42.4200.423.30700	1,376.47
DAKOTA CTY FINANCIAL SVCS	6/5/15 AND 6/8/15	06/24/2015	000106559/00016582	101.42.4200.423.30700	1,376.47
DAKOTA CTY FINANCIAL SVCS	6/5/15 AND 6/8/15	06/24/2015	000106559/00016582	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	6/5/15 AND 6/8/15	06/24/2015	000106559/00016582	101.43.5200.443.30700	46.66
DANNER LANDSCAPING	11804	06/17/2015	5/28/15	101.43.5200.443.60016	32.00
DIAMOND VOGEL PAINT	101506104	06/18/2015	10100173	101.43.5200.443.60016	11,979.50
EARL F ANDERSEN INC	107908IN	06/18/2015	121581	101.43.5200.443.60016	548.66
EARL F ANDERSEN INC	1077913IN	06/18/2015	4094	101.43.5200.443.60016	548.46
EFTPS	INV0042641	06/19/2015	FEDERAL WITHHOLDING	101.203.2030200	2,756.63
EFTPS	INV0042643	06/19/2015	MEDICARE WITHHOLDING	101.203.2030500	1,157.12
EFTPS	INV0042644	06/19/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	4,066.42
EFTPS	INV0042944	06/26/2015	FEDERAL WITHHOLDING	101.203.2030200	47,319.37
EFTPS	INV0042946	06/26/2015	MEDICARE WITHHOLDING	101.203.2030500	13,231.34
EFTPS	INV0042947	06/26/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	43,083.20
EFTPS	INV0042948	06/29/2015	FEDERAL WITHHOLDING	101.203.2030200	11.77
EFTPS	INV0042950	06/29/2015	MEDICARE WITHHOLDING	101.203.2030500	15.58
EFTPS	INV0042951	06/29/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	66.58
EL AZTECA MEXICAN RESTAURANT	6/22/15	06/24/2015	PRORATED FEE	101.42.0000.3211000	875.00
EL AZTECA MEXICAN RESTAURANT	6/22/15	06/24/2015	PRORATED FEE	101.42.0000.3212000	50.00
ELECTRIC FIRE & SECURITY	5013	06/18/2015	CIT800	101.44.6000.451.50055	496.00
EMERGENCY RESPONSE SOLUTIONS	4278	06/18/2015	JOE WEBER	101.42.4200.423.60011	554.88
ESS BROTHERS & SONS INC	UU2654	06/17/2015	5/27/15	101.43.5200.443.60016	3,402.00
FIRE EQUIPMENT SPECIALTIES, INC.	8830	07/01/2015	6/18/15	101.42.4200.423.60045	135.00
FRED PRYOR SEMINARS	17701493	06/18/2015	33007242	101.44.6000.451.50080	159.00
FRESHWATER SOCIETY	G10302032	06/18/2015	1/30/15	101.43.5200.443.50080	540.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	6/19/15	06/19/2015	2ND QTR HSA EMPLOYER CONTRIBUTI	101.203.2030700	110.53

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0042929	06/26/2015	HSA ELECTION-FAMILY	101.203.2032500	2,605.42
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0042930	06/26/2015	HSA ELECTION-SINGLE	101.203.2032500	2,922.51
GENESIS EMPLOYEE BENEFITS ACH ONLY	6/30/15	06/30/2015	FLEX COMP DED PAY	101.203.2031500	4,787.12
GENESIS EMPLOYEE BENEFITS, INC	IN557886	06/18/2015	4606-0575-9714	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.41.1100.413.30500	26.40
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.41.1100.413.30550	4.06
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.41.2000.415.30550	15.84
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.41.2000.415.30550	49.82
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.42.4000.421.30550	209.70
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.42.4000.421.30550	16.24
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.43.5000.441.30550	9.38
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.43.5000.441.30550	4.06
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.43.5100.442.30550	5.39
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.43.5100.442.30550	39.23
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.43.5200.443.30550	35.51
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.44.6000.451.30550	46.28
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.44.6000.451.30550	3.70
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.45.3000.419.30550	3.65
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.45.3000.419.30550	14.65
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.45.3200.419.30550	4.06
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.45.3200.419.30550	11.40
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	101.45.3300.419.30550	18.50
GENESIS EMPLOYEE BENEFITS, INC	IN563388	07/01/2015	RENEWAL FEE	101.42.4000.421.30550	100.00
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.41.1100.413.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.41.2000.415.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.42.4000.421.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.42.4000.421.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.43.5000.441.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.43.5100.442.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.43.5200.443.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.44.6000.451.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.45.3000.419.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.45.3200.419.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	101.45.3300.419.30550	1.56
GERRY'S FIRE & SAFETY INC	49765	07/01/2015	6/17/15	101.42.4200.423.40042	48.00
GERTENS	352027/1	06/18/2015	103566	101.44.6000.451.60065	199.80
GERTENS	352049/1	06/18/2015	103566	101.44.6000.451.60065	99.90
GERTENS	3520621/1	06/18/2015	103566	101.44.6000.451.60065	99.90
GERTEN'S LANDSCAPING	9733	06/18/2015	4/15	101.43.5200.443.60016	363.00
GFOA	6/16/15	06/18/2015	05663	101.41.2000.415.30700	435.00
GREAT NORTHERN BUILDERS LLC	6/8/18	06/18/2015	6/8/15	101.45.0000.3221000	177.00
GREAT NORTHERN BUILDERS LLC	6/8/18	06/18/2015	6/8/15	101.45.0000.3221500	115.05
HANCE UTILITY SERVICES INC	21763	06/18/2015	PARKS	101.44.6000.451.30700	193.00
HENRICKSEN PSG	565950	06/18/2015	85010886	101.42.4000.421.60010	3,654.75
HOME DEPOT CREDIT SERVICES	6/12/15 6035 3225 0255 4813	06/24/2015	6035 3225 0255 4813	101.42.4200.423.40040	119.96
HOME DEPOT CREDIT SERVICES	6/12/15 6035 3225 0255 4813	06/24/2015	6035 3225 0255 4813	101.42.4200.423.60011	11.36
ICMA RETIREMENT TRUST - 457	INV0042635	06/19/2015	ICMA-AGE 50+	101.203.2031400	1,360.82
ICMA RETIREMENT TRUST - 457	INV0042636	06/19/2015	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	33.04
ICMA RETIREMENT TRUST - 457	INV0042931	06/26/2015	ICMA-AGE <49 %	101.203.2031400	3,698.92
ICMA RETIREMENT TRUST - 457	INV0042932	06/26/2015	ICMA-AGE <49	101.203.2031400	4,647.30
ICMA RETIREMENT TRUST - 457	INV0042933	06/26/2015	ICMA-AGE 50+ %	101.203.2031400	1,203.82
ICMA RETIREMENT TRUST - 457	INV0042934	06/26/2015	ICMA-AGE 50+	101.203.2031400	4,704.36
ICMA RETIREMENT TRUST - 457	INV0042935	06/26/2015	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	76.62
ICMA RETIREMENT TRUST - 457	INV0042942	06/26/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	849.24
ICMA RETIREMENT TRUST - 457	INV0042943	06/26/2015	ROTH IRA (AGE 50 & OVER)	101.203.2032400	100.00
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	101.41.1100.413.60070	27.22
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	101.43.5200.443.60016	79.70
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	101.45.3000.419.60010	35.47
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	101.45.3300.419.60040	235.34
INVER GROVE FORD	5/23/15 94917	07/01/2015	94917	101.42.4000.421.70300	267.81
JRK SEED & TURF SUPPLY	15314/4	06/18/2015	PARKS	101.44.6000.451.60016	447.00
JRK SEED & TURF SUPPLY	15315/4	06/17/2015	96417	101.43.5200.443.60016	574.75
JRK SEED & TURF SUPPLY	15316/4	06/18/2015	PARKS	101.44.6000.451.60016	-89.00
KEEPRS, INC	278385	06/18/2015	INVERG0011	101.42.4000.421.60045	128.59
KEYS WELL DRILLING CO	2015046	06/18/2015	IGH RICH VALLEY	101.44.6000.451.40040	7,070.00
L.T.G. POWER EQUIPMENT	190232	06/18/2015	PARKS	101.44.6000.451.60040	60.91
L.T.G. POWER EQUIPMENT	190863	06/18/2015	PARK MAINTENANCE	101.44.6000.451.60040	2,838.96
L.T.G. POWER EQUIPMENT	190878	06/18/2015	PARK MAINTENANCE	101.44.6000.451.60040	810.92
LEVANDER, GILLEN & MILLER P.A.	5/31/15 92000E	06/24/2015	92000E	101.42.4000.421.30410	12,744.50

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Bester Ave. Waive	06/18/2015	5/15 Bester Ave. Waiver of Plat (7070	101.45.3200.419.30420	88.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Capstone Homes I	06/18/2015	5/15 Argenta Hills 4th - Capstone Hom	101.43.5100.442.30420	121.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Council Meetings	06/18/2015	5/15 Council Meetings	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Engineering	06/18/2015	5/15 Engineering	101.43.5100.442.30420	1,845.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Inspections	06/18/2015	5/15 Inspections	101.45.3300.419.30420	488.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Kurkowski Encroa	06/18/2015	5/15 Argenta Hills 4th - Kurkowski Encr	101.43.5100.442.30420	121.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Mayor/CC	06/18/2015	5/15 Mayor/CC	101.41.1000.413.30420	6,600.40
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Planning	06/18/2015	5/15 Planning	101.45.3200.419.30420	1,317.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Police	06/18/2015	5/15 Police	101.42.4000.421.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Public Works	06/18/2015	5/15 Public Works	101.43.5000.441.30420	16.00
LOCAL GOVERNMENT INFORMATION SYSTEM	40307	06/18/2015	106325	101.42.4000.421.70501	1,735.00
LOCAL GOVERNMENT INFORMATION SYSTEM	40317	06/18/2015	11541	101.42.4200.423.30700	118.00
M & J SERVICES, LLC	1252	06/18/2015	6/10/15	101.43.5200.443.40046	780.00
M & J SERVICES, LLC	1253	06/18/2015	6/10/15	101.43.5200.443.40046	1,285.00
M & J SERVICES, LLC	1254	06/18/2015	6/10/15	101.43.5200.443.40046	1,075.00
M & J SERVICES, LLC	1255	06/18/2015	6/10/15	101.43.5200.443.40046	1,225.00
M & J SERVICES, LLC	1256	06/18/2015	6/10/15	101.43.5200.443.40046	275.00
M & J SERVICES, LLC	1257	06/18/2015	6/10/15	101.43.5200.443.40046	765.00
MADISON NATIONAL LIFE INSURANCE COMP	1173624	06/24/2015	101243900000000	101.203.2031700	2,487.02
MARTIN-MCALLISTER	9792	06/18/2015	INV001	101.41.1100.413.30500	450.00
MENARDS - WEST ST. PAUL	84048	06/18/2015	30170270	101.44.6000.451.60040	16.54
MENARDS - WEST ST. PAUL	84048	06/18/2015	30170270	101.44.6000.451.60065	11.51
MENARDS - WEST ST. PAUL	84732	06/18/2015	30170270	101.44.6000.451.60040	34.99
MINNEAPOLIS OXYGEN CO.	171126952	06/18/2015	113504	101.42.4200.423.40042	54.56
MINNEAPOLIS OXYGEN CO.	171126983	06/18/2015	113504	101.42.4200.423.40042	54.56
MINNESOTA DEPARTMENT OF HUMAN SERVI	INV0042928	06/26/2015	JUSTIN PARRANTO FEIN/TAXPAYER ID:	101.203.2032100	300.41
MN CITY/COUNTY MANAGEMENT ASSOC	MEMBERSHIP	07/01/2015	5/1/15-4/30/16	101.41.1100.413.50070	153.24
MN DEPT OF LABOR & INDUSTRY	ABRO119311	06/18/2015	10749	101.42.4200.423.30700	10.00
MN DEPT OF REVENUE	INV0042642	06/19/2015	STATE WITHHOLDING	101.203.2030300	1,221.58
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	101.207.2070300	0.09
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	101.207.2070300	11.72
MN DEPT OF REVENUE	INV0042945	06/26/2015	STATE WITHHOLDING	101.203.2030300	19,462.73
MN DEPT OF REVENUE	INV0042949	06/29/2015	STATE WITHHOLDING	101.203.2030300	6.30
MN GLOVE & SAFETY, INC.	4B	07/01/2015	5/14/15	101.43.5100.442.60065	38.94
MN GLOVE & SAFETY, INC.	288630	07/01/2015	CTINVP	101.43.5200.443.60045	64.94
MN LIFE INSURANCE CO	JULY 2015	07/01/2015	POLICY #0027324	101.203.2030900	2,915.26
MN LIFE INSURANCE CO	JULY 2015	07/01/2015	POLICY #0027324	101.42.4000.421.20620	-120.70
MN LIFE INSURANCE CO	JULY 2015	07/01/2015	POLICY #0027324	101.45.3300.419.20620	-16.10
MN LIFE INSURANCE CO	JUNE 2015	07/01/2015	POLICY #0027324	101.203.2030900	2,968.47
MN NCPERS LIFE INSURANCE	JULY 2015	07/01/2015	JULY 2015 PREMIUMS	101.203.2031600	320.00
MN PLAYGROUND	2015129	07/01/2015	6/9/15	101.44.6000.451.60065	5,160.00
MOTOROLA	13066582	06/18/2015	1000632209 0001	101.42.4000.421.60040	7,605.00
MRPA	8589	06/18/2015	5/29/15	101.44.6000.451.50080	15.00
MUNICIPAL EMERGENCY SERVICES, INC.	6040270_SNV	06/18/2015	43426	101.42.4200.423.60045	1,293.30
MUNICIPAL EMERGENCY SERVICES, INC.	637301_SNV	06/18/2015	43426	101.42.4200.423.60045	14.59
MUNICIPAL EMERGENCY SERVICES, INC.	00643436_SNV	07/01/2015	43426	101.42.4200.423.60045	353.00
NATE PUMPERS PLUMBING LLC	R00129667	06/24/2015	LICENSE REFUND	101.45.0000.3219500	50.00
NEWMAN SIGNS INC	TI-0286178	06/17/2015	INV001	101.43.5200.443.60016	249.27
NEWMAN SIGNS INC	TI-0286628	06/24/2015	INV001	101.43.5200.443.60016	867.07
NFSA MEMBERSHIP	300003531	07/01/2015	5/31/15	101.42.4200.423.50070	85.00
O'REILLY AUTO PARTS	1767-147400	06/17/2015	1578028	101.43.5200.443.60016	19.99
OXYGEN SERVICE COMPANY, INC	3305701	06/18/2015	4394	101.42.4000.421.60065	48.80
PERA	INV0042637	06/19/2015	PERA COORDINATED PLAN	101.203.2030600	4,226.70
PERA	INV0042638	06/19/2015	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	325.12
PERA	INV0042639	06/19/2015	PERA POLICE & FIRE PLAN	101.203.2030600	767.64
PERA	INV0042640	06/19/2015	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	1,151.45
PERA	INV0042936	06/26/2015	PERA COORDINATED PLAN	101.203.2030600	34,031.78
PERA	INV0042937	06/26/2015	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,617.86
PERA	INV0042938	06/26/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0042939	06/26/2015	EMPLOYER SHARE (PERA DEFINED PLA	101.203.2030600	69.23
PERA	INV0042940	06/26/2015	PERA POLICE & FIRE PLAN	101.203.2030600	12,174.57
PERA	INV0042941	06/26/2015	EMPLOYER SHARE (POLICE & FIRE PLA	101.203.2030600	18,261.94
PETTY CASH	6/22/15	06/24/2015	PETTY CASH REQUEST	101.41.2000.415.50065	14.95
PETTY CASH	6/22/15	06/24/2015	PETTY CASH REQUEST	101.41.2000.415.50075	15.00
PINE BEND PAVING, INC.	15-264	06/18/2015	5/28/15	101.43.5200.443.60016	420.00
PRESTIGE ELECTRIC, INC.	86357	05/29/2015	IGH FIRE STATION 3	101.42.4200.423.40040	304.00
ROSE, RYAN	6/10/15	07/01/2015	REIMBURSE-BODY ARMOR	101.42.4000.421.60045	484.50
SAVATREE	3651929	06/18/2015	1022556	101.43.5200.443.40046	1,980.00
SCIENCE MUSEUM OF MN	6/3/15 B	07/01/2015	FLINT HILLS SCHOLARHIP DINNER	101.41.1000.413.50075	35.00
SENSIBLE LAND USE COALITION	2/25/15	02/25/2015	REGISTRATION 2/25/15	101.45.3200.419.50080	38.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
SHAPCO PRINTING	318342	06/17/2015	0585	101.44.6000.451.30700	52.00
SHERWIN-WILLIAMS	1669-0	06/18/2015	5/28/15	101.44.6000.451.40047	395.93
SHORT ELLIOTT HENDRICKSON, INC.	297799	06/18/2015	4340	101.43.5100.442.30300	2,627.14
SHOWROOM AUTO CARE	9263	06/18/2015	5/29/15	101.45.3300.419.40041	149.92
SOLBERG AGGREGATE CO	13852	07/01/2015	4/8/15	101.43.5200.443.60016	397.80
SOLBERG AGGREGATE CO	13958	07/01/2015	5/31/15	101.43.5200.443.60016	380.17
SPECIALIZED ENVIRONMENTAL TECH INC	17459	06/18/2015	10984	101.44.6000.451.60016	640.00
SPRINT	842483314-163	07/01/2015	842483314	101.41.1000.413.50020	69.98
SPRINT	842483314-163	07/01/2015	842483314	101.41.1100.413.50020	69.98
SPRINT	842483314-163	07/01/2015	842483314	101.41.2000.415.50020	34.99
SPRINT	842483314-163	07/01/2015	842483314	101.42.4000.421.50020	34.99
SPRINT	842483314-163	07/01/2015	842483314	101.42.4200.423.50020	34.99
SPRINT	842483314-163	07/01/2015	842483314	101.43.5000.441.50020	34.99
SPRINT	842483314-163	07/01/2015	842483314	101.44.6000.451.50020	34.99
SPRINT	842483314-163	07/01/2015	842483314	101.45.3000.419.50020	34.99
THOMSON REUTER - WEST	831903744	06/18/2015	1000197212	101.42.4000.421.30700	155.35
TOTAL CONSTRUCTION & EQUIP.	64231 B	07/01/2015	CIT001	101.43.5400.445.40042	208.05
TOTAL CONSTRUCTION & EQUIP.	64235 B	07/01/2015	CIT001	101.43.5400.445.40042	247.00
TOTAL CONSTRUCTION & EQUIP.	64238 B	07/01/2015	CIT001	101.44.6000.451.40040	98.80
TRANS UNION LLC	5552446	06/18/2015	924V0009007	101.41.1100.413.30500	26.50
TRUGREEN	33315919	06/18/2015	6/4/15	101.44.6000.451.30700	2,399.04
TRUGREEN	33409779	06/18/2015	6005159426	101.44.6000.451.30700	649.74
TRUGREEN	33409782	06/18/2015	605159426	101.44.6000.451.30700	349.86
TRUGREEN	33409785	06/18/2015	6005159426	101.44.6000.451.30700	699.72
TWIN CITIES OCCUPATIONAL HEALTH PC	33812387	06/18/2015	6/4/15	101.41.1100.413.30500	745.00
TYLER TECHNOLOGIES, INC	025-126884	06/24/2015	41443	101.41.2000.415.60040	65.00
TYLER TECHNOLOGIES, INC	025-127326	06/24/2015	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	0900253998	06/17/2015	5/27/15	101.43.5200.443.60045	30.89
UNIFIRST CORPORATION	0900253998	06/17/2015	5/27/15	101.44.6000.451.60045	21.71
UNIFIRST CORPORATION	090 0256888	06/24/2015	6/16/15	101.43.5200.443.60045	30.89
UNIFIRST CORPORATION	090 0256888	06/24/2015	6/16/15	101.44.6000.451.60045	21.71
UNIFIRST CORPORATION	0900254943	06/18/2015	6/2/15	101.43.5200.443.60045	30.89
UNIFIRST CORPORATION	0900254943	06/18/2015	6/2/15	101.44.6000.451.60045	21.71
UNIFIRST CORPORATION	090 0257852	07/01/2015	1051948	101.43.5200.443.60045	30.89
UNIFIRST CORPORATION	090 0257852	07/01/2015	1051948	101.44.6000.451.60045	21.71
UNIFIRST CORPORATION	0900255914	06/18/2015	6/9/15	101.43.5200.443.60045	30.89
UNIFIRST CORPORATION	0900255914	06/18/2015	6/9/15	101.44.6000.451.60045	21.71
UNIFORMS UNLIMITED	248936	06/18/2015	114866	101.42.4000.421.60045	544.15
UNIFORMS UNLIMITED	250984	07/01/2015	114866	101.42.4000.421.60045	67.47
UNIFORMS UNLIMITED	251261	07/01/2015	114866	101.42.4000.421.60045	38.99
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.41.1100.413.30550	3.50
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.41.2000.415.30550	7.90
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.42.4000.421.30550	31.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.43.5100.442.30550	7.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.43.5200.443.30550	2.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.44.6000.451.30550	6.66
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.45.3300.419.30550	4.50
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	101.45.3300.419.30550	1.80
WINGET, DAVE	6/9/15	06/18/2015	POLICE	101.42.4000.421.50075	16.58
ZACK'S, INC.	30555	07/01/2015	Z159	101.43.5200.443.60040	289.07
<b>Fund 101 - GENERAL FUND Total:</b>					<b>420,113.57</b>
<b>Fund: 201 - C.V.B. FUND</b>					
LONE OAK COMPANIES	67329	06/18/2015	GUIDES 5	201.44.1600.465.50035	469.89
<b>Fund 201 - C.V.B. FUND Total:</b>					<b>469.89</b>
<b>Fund: 204 - RECREATION FUND</b>					
BRITTON, GERI	6/19/15	07/01/2015	REIMBURSE-CANCELLED SHELTER REN	204.44.0000.3470000	55.00
BUDGET SIGN AND GRAPHICS	60545	06/16/2015	5/28/15	204.44.6100.452.60009	20.00
CAMPOS, RAMON	6/19/15	07/01/2015	REIMBURSE-CANCELLED ADULT SOFTB	204.228.2280100	50.00
COMMUNITY EDUCATION	6/4/15	06/18/2015	6/4/15	204.227.2271000	4,864.00
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	204.44.6100.452.30550	12.78
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	204.44.6100.452.30550	1.00
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	204.44.6100.452.30550	1.56
HALE, WILLIAM	6/1/15	06/18/2015	6/1/15	204.44.6100.452.30700	350.00
IGH SENIOR CLUB	6/4/15	06/18/2015	6/4/15	204.227.2271000	1,068.00
KROOG, RACHAEL	6/1/15	06/18/2015	6/1/15	204.44.6100.452.30700	300.00
LAVIN LACROSSE LLC	962	06/18/2015	5/28/15	204.44.6100.452.60009	519.95
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	204.207.2070300	546.13
MN VOLLEYBALL HEADQUARTERS INC	1598	06/24/2015	6/15/15	204.44.6100.452.30700	1,526.00
OFFICE DEPOT	6/16/15 6011 5685 1008 8883	07/01/2015	6011 5685 1008 8883	204.44.6100.452.60040	14.19

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
SOCCER SHOTS	4/29/15	07/01/2015	4/29/15	204.44.6100.452.30700	876.00
STICKS AND TONES BAND	6/1/15	06/18/2015	6/1/15	204.44.6100.452.30700	300.00
TAHO SPORTSWEAR	15TF1076	06/18/2015	6/9/15	204.44.6100.452.60045	901.00
TRAVEL TAGS	6/19/15	07/01/2015	ADULT SOFTBALL REFUND LOW ENROI	204.207.2070300	34.92
TRAVEL TAGS	6/19/15	07/01/2015	ADULT SOFTBALL REFUND LOW ENROI	204.44.0000.3470000	490.08
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	204.44.6100.452.30550	0.76
UNIVERSAL ATHLETIC SERVICE, INC.	1501-003611	06/18/2015	154421	204.44.6100.452.60009	38.33
WILLIAMSON, BERT	6/19/15	07/01/2015	REIMBURSE-PICKLEBALL	204.207.2070300	1.33
WILLIAMSON, BERT	6/19/15	07/01/2015	REIMBURSE-PICKLEBALL	204.44.0000.3470000	18.67

**Fund 204 - RECREATION FUND Total: 11,989.70**

**Fund: 205 - COMMUNITY CENTER**

ACE PAINT & HARDWARE	524436/5	06/18/2015	501126	205.44.6200.453.60016	19.98
ACE PAINT & HARDWARE	524562/5	06/18/2015	501126	205.44.6200.453.40042	17.25
ACE PAINT & HARDWARE	524587/5	06/24/2015	501126	205.44.6200.453.60011	29.96
ACE PAINT & HARDWARE	524478/5	06/18/2015	501126	205.44.6200.453.60040	7.98
BECKER ARENA PRODUCTS, INC.	00103140	06/24/2015	INV000	205.44.6200.453.60065	620.99
COMCAST	6/12/15 8772 10 591 0127188	07/01/2015	8772 10 591 0127188	205.44.6200.453.50070	191.14
COMMON SENSE BUILDING SERVICES, INC.	36196	07/01/2015	JUNE 2015	205.44.6200.453.40040	6,767.85
CRARY, AMY	5/28/15	07/01/2015	REIMBURSE-SAMS CLUB	205.44.6200.453.60016	9.98
DISCOUNT SCHOOL SUPPLY	P3295894D001	06/24/2015	5/29/15	205.44.6200.453.60065	481.16
DISCOUNT SCHOOL SUPPLY	P32997860001	06/24/2015	0008009003	205.44.6200.453.60065	17.09
ECSI SYSTEM INTEGRATORS	23159	06/18/2015	COREY	205.44.6200.453.50055	277.16
ECSI SYSTEM INTEGRATORS	23386	07/01/2015	165950	205.44.6200.453.50055	340.63
ECSI SYSTEM INTEGRATORS	23386	07/01/2015	165950	205.44.6200.453.50055	340.62
ELIFEGUARD, INC.	58969	07/01/2015	6/10/15	205.44.6200.453.60065	176.76
ELIFEGUARD, INC.	58969	07/01/2015	6/10/15	205.44.6200.453.60065	970.05
GARTNER REFRIGERATION & MFG, INC	15344	06/18/2015	VETE01	205.44.6200.453.40040	2,009.00
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	205.44.6200.453.30550	34.14
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	205.44.6200.453.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	205.44.6200.453.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	205.44.6200.453.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	205.44.6200.453.30550	1.44
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	205.44.6200.453.30550	1.56
GOODIN COMPANY	01352586-00	07/01/2015	1001619	205.44.6200.453.60016	227.57
GRAINGER	9769201196	06/24/2015	806460150	205.44.6200.453.60016	121.08
GRAINGER	9769201196	06/24/2015	806460150	205.44.6200.453.60016	121.08
GRAINGER	9759249437	06/18/2015	806460150	205.44.6200.453.40040	29.13
GRAINGER	97262138890	06/18/2015	806460150	205.44.6200.453.60016	114.72
HAWKINS, INC.	3731383	06/18/2015	108815	205.44.6200.453.60024	1,263.34
HAWKINS, INC.	3731384	06/18/2015	108815	205.44.6200.453.60024	1,015.60
HAWKINS, INC.	3740728	07/01/2015	108815	205.44.6200.453.60024	930.20
HAWKINS, INC.	3740729	07/01/2015	108815	205.44.6200.453.60024	1,455.23
HILLYARD INC	601636550	06/18/2015	274069	205.44.6200.453.60011	758.55
HILLYARD INC	601636550	06/18/2015	274069	205.44.6200.453.60011	255.44
HILLYARD INC	601645714	06/18/2015	274069	205.44.6200.453.60011	250.25
HILLYARD INC	601645714	06/18/2015	274069	205.44.6200.453.60011	250.25
HOME DEPOT CREDIT SERVICES	6/7/15 6035 3220 1712 8343	06/24/2015	6035 3220 1712 8343	205.44.6200.453.60012	167.54
HUEBSCH SERVICES	3469173	06/18/2015	92965	205.44.6200.453.40040	190.20
HUEBSCH SERVICES	3469173	06/18/2015	92965	205.44.6200.453.40040	56.47
HUEBSCH SERVICES	3470727	06/18/2015	92965	205.44.6200.453.40040	3.92
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	205.44.6200.453.60040	191.85
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	205.44.6200.453.60040	321.70
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	205.44.6200.453.60040	577.90
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	205.44.6200.453.60040	-282.72
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	205.207.2070300	7,525.88
MN PREMIER PUBLICATIONS	159151	06/18/2015	11211	205.44.6200.453.50025	578.00
OLSEN FIRE PROTECTION, INC	59580	07/01/2015	2709538	205.44.6200.453.50055	475.00
OLSEN FIRE PROTECTION, INC	59580	07/01/2015	2709538	205.44.6200.453.50055	475.00
ONKEN, CORY	6/10/15	07/01/2015	REIMBURSE-MILEAGE	205.44.6200.453.50065	34.09
PETTY CASH	6/22/15	06/24/2015	PETTY CASH REQUEST	205.44.6200.453.60065	7.99
PIONEER PRESS	515414398	06/18/2015	414398	205.44.6200.453.50025	250.00
PRECISION DYNAMICS CORP	2998215	07/01/2015	162898	205.44.6200.453.60065	529.30
PRECISION DYNAMICS CORP	2999061	07/01/2015	162898	205.44.6200.453.60065	52.93
PRECISION DYNAMICS CORP	3001545	07/01/2015	162898	205.44.6200.453.60065	52.93
PRECISION DYNAMICS CORP	3004942	07/01/2015	162898	205.44.6200.453.60065	52.93
PUSH PEDAL PULL	141547	06/18/2015	FT-150514	205.44.6200.453.60018	836.02

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
RICE SOUND & SERVICE INC	04-2656	06/24/2015	5/28/15	205.44.6200.453.60018	76.00
RICE SOUND & SERVICE INC	04-2656	06/24/2015	5/28/15	205.44.6200.453.60040	485.00
S & S WORLDWIDE	8626064	06/24/2015	21523583	205.44.6200.453.60065	117.96
SCHINDLER ELEVATOR CORPORATION	8104020326	06/18/2015	1077364	205.44.6200.453.40040	287.16
SPRUNG SERVICES	66697	06/18/2015	6/8/15	205.44.6200.453.40040	611.65
ST. CROIX VALLEY POPCORN LLC	81515825	07/01/2015	6/5/15	205.44.6200.453.76050	314.85
TAHO SPORTSWEAR	15tf1120	06/24/2015	6/3/15	205.44.6200.453.60045	825.50
TOTAL CONSTRUCTION & EQUIP.	64233 B	07/01/2015	CIT001	205.44.6200.453.40040	98.80
UNITED LABORATORIES	INV119528	06/18/2015	304172	205.44.6200.453.60016	509.43
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	205.44.6200.453.30550	5.58
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	205.44.6200.453.30550	1.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	205.44.6200.453.30550	2.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	205.44.6200.453.30550	0.50
VANCO SERVICES LLC	6757407	06/18/2015	ES12073	205.44.6200.453.70600	61.45
VISUAL COMMUNICATIONS	11005	06/18/2015	140304A REV	205.44.6200.453.80200	5,328.00
VISUAL COMMUNICATIONS	11006	06/18/2015	140304A	205.44.6200.453.80300	1,900.00
W W GOETSCH ASSOC INC	94466	06/18/2015	6/1/15	205.44.6200.453.40040	1,380.00
WONICK, JUDY	6/18/15	07/01/2015	REIMBURSE-WALMART	205.44.6200.453.60065	5.32
<b>Fund 205 - COMMUNITY CENTER Total:</b>					<b>43,258.49</b>
<b>Fund: 290 - EDA</b>					
DCA TITLE WEST ST. PAUL	4195 68TH ST E	06/23/2015	SHIPTON 4195 68TH ST E PURCHASE	290.45.3000.419.80100	194,825.29
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	290.45.3000.419.30550	0.85
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	290.45.3000.419.30550	0.40
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	290.45.3000.419.30550	1.44
INTEGRA REALTY RESOURCES	124-2015-0130	06/18/2015	5/5/15	290.45.3000.419.30700	3,000.00
INTEGRA REALTY RESOURCES	124-2015-0131	06/18/2015	5/5/15	290.45.3000.419.30700	3,000.00
INTEGRA REALTY RESOURCES	124-2015-0132	06/18/2015	5/5/15	290.45.3000.419.30700	3,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 EDA	06/18/2015	5/15 EDA	290.45.3000.419.30420	168.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 EDA-Shipton	06/18/2015	5/15 EDA-Shipton	290.45.3000.419.30420	220.00
PROGRESS PLUS	199	07/01/2015	6/17/15	290.45.3000.419.50070	12,500.00
SHIPTON, CHRISTOPHER & LUCI	6/24/15	07/01/2015	ESCROW FUND RETURN 4195 68TH ST	290.45.3000.419.80100	5,000.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	290.45.3000.419.30550	0.20
<b>Fund 290 - EDA Total:</b>					<b>221,716.18</b>
<b>Fund: 402 - PARK ACQ. &amp; DEV. FUND</b>					
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Impr Project-HVP	06/18/2015	5/15 Impr Project-HVP	402.44.6000.451.30420	810.00
<b>Fund 402 - PARK ACQ. &amp; DEV. FUND Total:</b>					<b>810.00</b>
<b>Fund: 428 - 2008 IMPROVEMENT FUND</b>					
M & J SERVICES, LLC	1251	06/18/2015	6/9/15	428.72.5900.728.80300	11,944.30
<b>Fund 428 - 2008 IMPROVEMENT FUND Total:</b>					<b>11,944.30</b>
<b>Fund: 434 - 2014 IMPROVEMENT FUND</b>					
BRKW APPRAISALS, INC.	7513	06/18/2015	5/18/15	434.42.4200.423.30700	4,400.00
S. M. HENTGES & SONS, INC.	6/22/15 PAY VO. NO. 7	06/24/2015	CITY PROJECT 2014-09D	434.73.5900.734.80300	5,860.79
<b>Fund 434 - 2014 IMPROVEMENT FUND Total:</b>					<b>10,260.79</b>
<b>Fund: 435 - 2015 IMPROVEMENT FUND</b>					
JUST RITE CONST INC	681888	06/18/2015	6/1/15	435.44.5900.735.80300	96,300.00
PALDA AND SONS, INC.	PAY VO. NO. 1	06/24/2015	CITY PROJECT NO. 2015-14	435.73.5900.735.80300	130,855.14
<b>Fund 435 - 2015 IMPROVEMENT FUND Total:</b>					<b>227,155.14</b>
<b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>					
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 #1509E 47th st & I	06/18/2015	5/15 #1509E 47th st & Neigh Recon	440.74.5900.740.30420	641.50
PALDA AND SONS, INC.	PAY VO. NO. 1	06/24/2015	CITY PROJECT NO. 2015-14	440.74.5900.740.80300	226,777.71
S. M. HENTGES & SONS, INC.	6/22/15 PAY VO. NO. 7	06/24/2015	CITY PROJECT 2014-09D	440.74.5900.740.80300	45,260.11
<b>Fund 440 - PAVEMENT MANAGEMENT PROJ Total:</b>					<b>272,679.32</b>
<b>Fund: 441 - STORM WATER MANAGEMENT</b>					
BARR ENGINEERING COMPANY	23190328.14-33	06/18/2015	PROJECT REVIEW AND STUDIES	441.74.5900.741.30700	1,220.27
SALSCHIEDER, TIM	3/24/15	06/24/2015	EASEMENT 2306 99TH ST	441.74.5900.741.80100	3,000.00
<b>Fund 441 - STORM WATER MANAGEMENT Total:</b>					<b>4,220.27</b>
<b>Fund: 446 - NW AREA</b>					
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 #1510-Impr Project	06/18/2015	5/15 #1510-Impr Project	446.74.5900.746.30420	1,887.50
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 #1511-Impr Project	06/18/2015	5/15 #1511-Impr Project	446.74.5900.746.30420	88.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 #1513-Impr Project	06/18/2015	5/15 #1513-Impr Project	446.74.5900.746.30420	3,511.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 2014-13 NWA UTI	06/18/2015	5/15 2014-13 NWA UTILITY	446.74.5900.746.30420	273.50
S. M. HENTGES & SONS, INC.	6/22/15 PAY VO. NO. 1	06/24/2015	CITY PROJECT 2015-11	446.74.5900.746.80300	612,937.11
<b>Fund 446 - NW AREA Total:</b>					<b>618,697.11</b>
<b>Fund: 451 - HOST COMMUNITY FUND</b>					
BARR ENGINEERING COMPANY	23190218.00-229	06/18/2015	3GWM	451.75.5900.751.30700	4,476.50
BARR ENGINEERING COMPANY	23190218.00-230	06/18/2015	3GWM	451.75.5900.751.30700	12,189.50
BARSNESS, KIRSTIN	230	07/01/2015	6/22/15	451.75.5900.751.30700	1,520.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
JOEL CARLSON	JULY 2015	07/01/2015	JULY 2015	451.75.5900.751.30700	1,000.00
MASTER MECHANICAL INC	42506	06/18/2015	INVFIR	451.75.5900.751.80200	16,800.00
<b>Fund 451 - HOST COMMUNITY FUND Total:</b>					<b>35,986.00</b>
<b>Fund: 454 - LANDFILL ABATEMENT</b>					
JR'S APPLIANCE DISPOSAL	86515	06/24/2015	6/12/15	454.43.5500.446.40025	128.10
LIBERTY TIRE RECYCLING, LLC	692526	06/18/2015	58454	454.43.5500.446.40025	150.00
<b>Fund 454 - LANDFILL ABATEMENT Total:</b>					<b>278.10</b>
<b>Fund: 501 - WATER UTILITY FUND</b>					
ACE PAINT & HARDWARE	524611/5	06/24/2015	501126	501.50.7100.512.60040	33.99
ACE PAINT & HARDWARE	524612/5	06/24/2015	501126	501.50.7100.512.60016	12.45
ACE PAINT & HARDWARE	523028/5	07/01/2015	501126	501.50.7100.512.60016	9.99
ARROW MOWER, INC.	34281	06/18/2015	9168	501.50.7100.512.60016	13.66
CITY OF BLOOMINGTON	6/1/15	06/18/2015	6/1/15	501.50.7100.512.30700	420.00
ELROY'S ELECTRIC SERVICE	4380	06/24/2015	6/9/15	501.50.7100.512.40040	79.22
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	501.50.7100.512.30550	27.62
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	501.50.7100.512.30550	6.10
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	501.50.7100.512.30550	1.50
GRAINGER	9758678891	06/18/2015	806460150	501.50.7100.512.60011	177.88
GRAINGER	9762161009	06/18/2015	806460150	501.50.7100.512.40042	125.00
HD SUPPLY WATERWORKS LTD	E035202	06/24/2015	099872	501.50.7100.512.40043	9,677.22
HOME DEPOT CREDIT SERVICES	6/12/15 1268	06/24/2015	1268	501.50.7100.512.60016	283.34
JRK SEED & TURF SUPPLY	15522/4	06/24/2015	1382	501.50.7100.512.60016	169.90
LAKELAND ENGINEERING EQUIPMENT CO.	12286441-01	06/18/2015	6/4/15	501.50.7100.512.40042	834.60
MIDWEST SAFETY COUNSELORS, INC.	IVC0042331	06/18/2015	ORD0033281	501.50.7100.512.60065	175.00
MIDWEST SAFETY COUNSELORS, INC.	IVC0042561	06/24/2015	6/12/15	501.50.7100.512.60011	154.64
MIDWEST SAFETY COUNSELORS, INC.	IVC0042396	06/18/2015	ORD0033460	501.50.7100.512.60016	122.13
MIDWEST SAFETY COUNSELORS, INC.	IVC0042485	06/24/2015	6/9/15	501.50.7100.512.60065	161.00
MN DEPT OF LABOR & INDUSTRY	ABR01192651	06/18/2015	10761	501.50.7100.512.40040	10.00
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	501.207.2070200	3,892.36
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	501.207.2070300	24.79
MN GLOVE & SAFETY, INC.	288536	06/24/2015	CTINVE	501.50.7100.512.60045	79.98
MTI DISTRIBUTING CO	1014480-00	06/17/2015	91180	501.50.7100.512.60016	239.73
PETTY CASH	6/22/15	06/24/2015	PETTY CASH REQUEST	501.50.7100.512.60016	6.00
Q3 CONTRACTING	5/28/15	06/18/2015	5/28/15	501.207.2070300	-21.09
Q3 CONTRACTING	5/28/15	06/18/2015	5/28/15	501.50.0000.3813000	-295.96
SHAPCO PRINTING	318342	06/17/2015	0585	501.50.7100.512.50030	104.00
SHAPCO PRINTING	318663	06/24/2015	0585	501.50.7100.512.50032	5,850.00
SHAPCO PRINTING	318749	06/24/2015	0585	501.50.7100.512.50030	1,065.00
SHERWIN-WILLIAMS	6577-8	06/24/2015	6682-5453-5	501.50.7100.512.40040	106.74
SPRINT	842483314-163	07/01/2015	842483314	501.50.7100.512.50020	69.98
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	501.50.7100.512.30550	5.80
WALKER LAWN CARE, INC.	6006	06/18/2015	6/5/15	501.50.7100.512.60016	897.65
WALKER LAWN CARE, INC.	6008	06/18/2015	6/5/15	501.50.7100.512.60016	839.10
<b>Fund 501 - WATER UTILITY FUND Total:</b>					<b>25,359.32</b>
<b>Fund: 502 - SEWER UTILITY FUND</b>					
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	502.51.7200.514.30550	16.62
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	502.51.7200.514.30550	1.56
METROPOLITAN COUNCIL ENVIRON SRVCS	1045270	06/18/2015	5084	502.51.7200.514.40015	141,807.25
TOTAL CONSTRUCTION & EQUIP.	64230 B	07/01/2015	CIT001	502.51.7200.514.40042	2,205.09
TOTAL CONSTRUCTION & EQUIP.	64234 B	07/01/2015	CIT001	502.51.7200.514.40042	148.20
TOTAL CONSTRUCTION & EQUIP.	64236 B	07/01/2015	CIT001	502.51.7200.514.40042	98.80
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	502.51.7200.514.30550	4.20
<b>Fund 502 - SEWER UTILITY FUND Total:</b>					<b>144,281.72</b>
<b>Fund: 503 - INVER WOOD GOLF COURSE</b>					
ACE PAINT & HARDWARE	524570/5	06/18/2015	501130	503.52.8500.526.60065	2.13
ACE PAINT & HARDWARE	524580/5	07/01/2015	501130	503.52.8300.524.60065	17.07
ACE PAINT & HARDWARE	524582/2	07/01/2015	501130	503.52.8600.527.40040	21.34
ACE PAINT & HARDWARE	524530/5	06/18/2015	501130	503.52.8000.521.60065	33.61
ACE PAINT & HARDWARE	520708/5	07/01/2015	501126	503.52.8400.525.40041	52.96
ACE PAINT & HARDWARE	523607/5	07/01/2015	501126	503.52.8600.527.60012	39.39
ARAMARK REFRESHMENT SERVICES	1183638	06/18/2015	48128	503.52.8300.524.76100	228.96
ARAMARK UNIFORM SERVICES	629-8245649	06/18/2015	792502342	503.52.8600.527.60045	117.09
COCA COLA BOTTLING COMPANY	0118488013	07/01/2015	6/12/15	503.52.8300.524.76100	950.15
COCA COLA BOTTLING COMPANY	0158510710	07/01/2015	6/17/15	503.52.8300.524.76100	550.84
COLLEGE CITY BEVERAGE	328173	06/18/2015	3592	503.52.8300.524.76150	326.10
COLLEGE CITY BEVERAGE	920565	07/01/2015	3592	503.52.8300.524.76150	1,030.80
COLLEGE CITY BEVERAGE	377405	07/01/2015	3592	503.52.8300.524.76150	541.05
DENNY'S 5TH AVENUE BAKERY	561534	07/01/2015	IW185	503.52.8300.524.76050	90.06
DENNY'S 5TH AVENUE BAKERY	561790	07/01/2015	IW185	503.52.8300.524.76050	73.56

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
DENNY'S 5TH AVENUE BAKERY	562472	07/01/2015	IW185	503.52.8300.524.76050	67.45
DENNY'S 5TH AVENUE BAKERY	560388 B	07/01/2015	IW185	503.52.8300.524.76050	85.69
DENNY'S 5TH AVENUE BAKERY	560702 B	07/01/2015	IW185	503.52.8300.524.76050	101.06
DEX MEDIA EAST	6/20/15 110360619	07/01/2015	110360619	503.52.8500.526.50025	100.82
DRAFT TECHNOLOGIES	06081505	07/01/2015	6/8/15	503.52.8300.524.40042	50.00
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	503.52.8000.521.30550	18.50
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	503.52.8500.526.30550	4.06
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	503.52.8600.527.30550	7.90
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	503.52.8600.527.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	503.52.8000.521.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	503.52.8500.526.30550	1.56
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	503.52.8600.527.30550	1.56
GLOVEIT, LLC	73491	06/18/2015	F69166	503.52.8200.523.76300	34.00
HEGGIES PIZZA	1142329	07/01/2015	1708	503.52.8300.524.76050	53.60
JJ TAYLOR DIST. COMPANY OF MN	2379159	07/01/2015	00834	503.52.8300.524.76150	284.60
JJ TAYLOR DIST. COMPANY OF MN	2379029	06/18/2015	00834	503.52.8300.524.76150	474.00
M. AMUNDSON LLP	197268	07/01/2015	902858	503.52.8300.524.76050	216.48
M. AMUNDSON LLP	197510	07/01/2015	902858	503.52.8300.524.76050	310.09
MANSFIELD OIL COMPANY	502938 B	07/01/2015	24129-04-502938	503.52.8400.525.60021	1,375.05
MANSFIELD OIL COMPANY	553474	07/01/2015	24129-04-553474	503.52.8400.525.60021	1,273.85
METRO CASH REGISTER SYSTEMS	77555	06/18/2015	GOLF	503.52.8000.521.60010	187.10
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	503.207.2070300	15,206.38
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	503.52.8500.526.50020	18.56
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	503.52.8600.527.60020	16.46
MN GOLF ASSOCIATION, INC.	45-0413-02 C	06/18/2015	5/19/15	503.52.8000.521.70250	3,168.00
MN GOLF ASSOCIATION, INC.	45-0413-03 B	06/18/2015	5/19/15	503.52.8000.521.70250	1,848.00
MN GOLF ASSOCIATION, INC.	45-0413-05 A	06/18/2015	5/19/15	503.52.8000.521.70250	110.00
MN GOLF ASSOCIATION, INC.	45-0413-08	06/18/2015	6/11/18	503.52.8000.521.70250	15.00
MTI DISTRIBUTING CO	1018042-00	07/01/2015	402307	503.52.8600.527.40042	536.51
MTI DISTRIBUTING CO	1018843-00	07/01/2015	402307	503.52.8600.527.40042	182.03
NAPA OF INVER GROVE HEIGHTS	422788	07/01/2015	4165	503.52.8600.527.40042	97.57
PIONEER PRESS	0515520544	06/18/2015	520544	503.52.8500.526.50025	75.00
PRESTIGE ELECTRIC, INC.	86358	06/18/2015	INVERWOOD	503.52.8600.527.40040	128.00
PUFFY CREAM DONUTS	3538	06/18/2015	6/1/15 GOLF	503.52.8300.524.76050	131.75
PUKKA	BU00765IN	06/18/2015	6/2/15	503.52.8200.523.76200	615.00
R.J.'S GOLF CARTS	6/20/15	07/01/2015	6/12/15	503.52.8400.525.40065	420.00
REED'S SALES & SERVICE	138781	06/18/2015	INCI191	503.52.8600.527.60022	81.57
SHAMROCK GROUP	1896277	06/18/2015	7176	503.52.8300.524.76100	107.00
SHAMROCK GROUP	1897807	07/01/2015	07176	503.52.8300.524.76100	102.00
SHAMROCK GROUP	1896643	06/18/2015	7176	503.52.8300.524.76100	102.00
SHAMROCK GROUP	1899863	07/01/2015	07176	503.52.8300.524.76100	139.50
SHAMROCK GROUP	1902137	07/01/2015	07176	503.52.8300.524.76100	107.00
SHAMROCK GROUP	1898624	07/01/2015	07176	503.52.8300.524.76100	102.00
TAYLOR MADE GOLF COMPANY INC	30496540	07/01/2015	602343	503.52.8200.523.76200	1,392.57
TDS METROCOM	6/13/15 651 457 3667	07/01/2015	651 457 3667	503.52.8500.526.50020	257.10
TITLEIST	900921126	07/01/2015	3010794112	503.52.8200.523.76450	567.00
TOUR EDGE GOLF MFG., INC.	IN-1050227	06/18/2015	GOLF	503.52.8200.523.76250	501.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	503.52.8000.521.30550	4.00
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	503.52.8600.527.30550	2.00
US FOODSERVICE	3990874	07/01/2015	03805983	503.52.8300.524.76050	1,030.95
US FOODSERVICE	3659912	06/18/2015	3805983	503.52.8300.524.76050	26.90
US FOODSERVICE	37436448	06/18/2015	3805983	503.52.8300.524.76050	888.34
WINFIELD SOLUTIONS, LLC	000060152052	07/01/2015	156650	503.52.8600.527.60030	9,543.14
WINFIELD SOLUTIONS, LLC	000060152560	07/01/2015	156650	503.52.8600.527.60030	2,376.10
WINFIELD SOLUTIONS, LLC	000060152563	07/01/2015	156650	503.52.8600.527.60035	5,066.86
WINFIELD SOLUTIONS, LLC	000060152565	07/01/2015	156650	503.52.8600.527.60035	848.16
WIRTZ BEVERAGE MN BEER INC	1090422172	07/01/2015	75606	503.52.8300.524.76150	352.00
WIRTZ BEVERAGE MN BEER INC	1090417051	07/01/2015	75606	503.52.8300.524.76150	352.00
YAMAHA GOLF & UTILITY, INC.	01-137455	06/18/2015	INVERWOOD	503.52.8400.525.40041	239.64

**Fund 503 - INVER WOOD GOLF COURSE Total: 55,502.63**

**Fund: 602 - RISK MANAGEMENT**

GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	602.00.2100.415.30550	0.38
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	602.00.2100.415.30550	0.98
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	602.00.2100.415.30550	1.42
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	602.00.2100.415.30550	0.10

**Fund 602 - RISK MANAGEMENT Total: 2.88**

**Fund: 603 - CENTRAL EQUIPMENT**

ACE PAINT & HARDWARE	524531/5	06/18/2015	501126	603.00.5300.444.40041	12.80
ALTERNATORS STARTERS & PARTS INC	A03742	06/24/2015	01701	603.00.5300.444.40041	262.46

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
BETTS, BETH	1065	06/18/2015	6/11/15	603.00.5300.444.40040	435.56
BOYER TRUCKS - MINNEAPOLIS	963762	06/18/2015	MVA12322	603.00.5300.444.40041	33.06
BOYER TRUCKS - MINNEAPOLIS	963762X1	06/18/2015	MVA12322	603.00.5300.444.40041	203.65
BOYER TRUCKS - MINNEAPOLIS	961764	06/24/2015	C20390	603.00.5300.444.40041	438.95
C.J. SPRAY, INC.	3059485	06/24/2015	109206	603.00.5300.444.40041	129.55
CFA SOFTWARE INC	12885	06/24/2015	9845	603.00.5300.444.40042	2,995.00
COMMON SENSE BUILDING SERVICES, INC.	36196	07/01/2015	JUNE 2015	603.00.5300.444.40040	273.76
CRAWFORD DOOR SALES COMPANY	18414	07/01/2015	4840	603.00.5300.444.40040	1,837.95
CUSTOM FIRE APPARATUS INC	6/25/15	06/25/2015	FORD F550 FAST ATTACK TRUCK	603.00.5300.444.80700	264,154.00
EMERGENCY APPARATUS MAINTENANCE	5/28/15	06/18/2015	80537	603.00.5300.444.40041	251.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	RP041515-1	06/24/2015	4/15/15	603.00.5300.444.40041	287.70
EMERGENCY AUTOMOTIVE TECHNOLOGIES	CG061015-2	06/24/2015	6/10/15	603.00.5300.444.40041	69.30
FACTORY MOTOR PARTS COMPANY	1-4703806	06/18/2015	10799	603.00.5300.444.40041	225.08
FACTORY MOTOR PARTS COMPANY	5-3009716	06/17/2015	SHOP	603.00.5300.444.40041	202.33
FACTORY MOTOR PARTS COMPANY	1-4711512	06/18/2015	10799	603.00.5300.444.40041	-225.08
FACTORY MOTOR PARTS COMPANY	1-204631	06/24/2015	10799	603.140.1450050	93.92
FERRELLGAS	1087922341	07/01/2015	7754787	603.00.5300.444.40040	53.17
FERRELLGAS	1087799690	06/24/2015	7754787	603.00.5300.444.40041	82.41
FROST INC.	1437	06/17/2015	RICK JACKSON	603.00.5300.444.40041	739.20
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	603.00.5300.444.30550	9.24
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	603.00.5300.444.30550	1.50
HANCO CORPORATION	774239	06/18/2015	6/1/15	603.00.5300.444.40041	102.45
HANCO CORPORATION	774240	06/18/2015	332660	603.00.5300.444.60040	48.52
HANCO CORPORATION	775693	06/24/2015	332660	603.00.5300.444.60014	543.46
HOTSY EQUIPMENT OF MINNESOTA	IGO7557	06/18/2015	35140	603.00.5300.444.40040	269.59
INTERSTATE POWERSYSTEMS	C001109101:01	06/24/2015	13468	603.00.5300.444.40041	45.36
INVER GROVE FORD	5178521	06/17/2015	5/27/15	603.00.5300.444.40041	223.12
INVER GROVE FORD	5178730	06/17/2015	5/28/15	603.00.5300.444.40041	9.58
INVER GROVE FORD	5180166	06/24/2015	6/15/15	603.00.5300.444.40041	554.09
INVER GROVE FORD	5180414	06/24/2015	6/17/15	603.00.5300.444.40041	121.01
INVER GROVE FORD	5179215	06/17/2015	6/3/15	603.00.5300.444.40041	68.43
INVER GROVE FORD	5179401	06/18/2015	6/4/15	603.00.5300.444.40041	46.69
INVER GROVE FORD	CM0001028	06/18/2015	6/9/15	603.00.5300.444.40041	-46.69
KIMBALL MIDWEST	4274664	07/01/2015	222006	603.00.5300.444.60012	484.67
L.T.G. POWER EQUIPMENT	189849	06/17/2015	5/22/15	603.00.5300.444.40041	23.52
L.T.G. POWER EQUIPMENT	190134	06/17/2015	5656	603.00.5300.444.40041	430.01
L.T.G. POWER EQUIPMENT	191073	06/24/2015	5656	603.00.5300.444.40041	125.48
MANSFIELD OIL COMPANY	577310	07/01/2015	23866-01-577310	603.140.1450060	5,056.03
MANSFIELD OIL COMPANY	528419	06/18/2015	23866-01-528419	603.140.1450060	5,664.65
MANSFIELD OIL COMPANY	528421	06/18/2015	23866-0101-528421	603.140.1450060	11,718.59
METRO JANITORIAL SUPPLY INC	11013518	06/24/2015	6/11/15	603.00.5300.444.60011	74.42
METRO JANITORIAL SUPPLY INC	11013519	07/01/2015	6/11/15	603.00.5300.444.60012	133.31
METROMATS	11797	06/18/2015	10/2/14	603.00.5300.444.40065	38.50
METROMATS	14427	06/18/2015	5/14/15	603.00.5300.444.40065	38.50
METROMATS	14522	06/18/2015	5/28/15	603.00.5300.444.40065	38.50
MIDWEST LIFT WORKS LLC	1230	06/24/2015	6/12/15	603.00.5300.444.40040	975.62
MIDWEST LIFT WORKS LLC	1231	06/24/2015	6/12/15	603.00.5300.444.40040	450.00
MN DEPT OF LABOR & INDUSTRY	ABR01193251	06/18/2015	12982	603.00.5300.444.40040	10.00
MN DEPT OF REVENUE	5/31/15	06/23/2015	FUEL TAX MAY 2015	603.00.5300.444.60021	273.60
NORTH AMERICAN TRAILER SALES	3103686	06/18/2015	10095	603.00.5300.444.40041	24.40
NORTH AMERICAN TRAILER SALES	3103688	06/18/2015	10095	603.00.5300.444.40041	24.40
NORTH AMERICAN TRAILER SALES	3103984	06/18/2015	10095	603.00.5300.444.40041	246.22
NUSS TRUCK AND EQUIPMENT	1628	06/17/2015	5/27/15	603.00.5300.444.80800	36,300.00
O'REILLY AUTO PARTS	1767-145404 C	07/01/2015	1578028	603.00.5300.444.40041	224.18
O'REILLY AUTO PARTS	1767-145417 C	07/01/2015	1578028	603.00.5300.444.40041	170.46
O'REILLY AUTO PARTS	1767-145439 C	07/01/2015	1578028	603.00.5300.444.40041	15.27
O'REILLY AUTO PARTS	1767-146729 B	07/01/2015	1578028	603.140.1450050	9.44
O'REILLY AUTO PARTS	1767-146842 B	07/01/2015	1578028	603.00.5300.444.40041	178.67
O'REILLY AUTO PARTS	1767-146843 B	07/01/2015	1578028	603.140.1450050	11.46
O'REILLY AUTO PARTS	1767-146900 B	07/01/2015	1578028	603.00.5300.444.60012	17.57
O'REILLY AUTO PARTS	1767-147002 B	07/01/2015	1578028	603.00.5300.444.60012	62.50
O'REILLY AUTO PARTS	1767-147062 B	07/01/2015	1578028	603.00.5300.444.40041	5.74
O'REILLY AUTO PARTS	1767-147215 B	07/01/2015	1578028	603.00.5300.444.40041	19.38
O'REILLY AUTO PARTS	1767-147283 B	07/01/2015	1578028	603.00.5300.444.40041	51.96
O'REILLY AUTO PARTS	1767-148064 B	07/01/2015	1578028	603.00.5300.444.60012	19.78
O'REILLY AUTO PARTS	1767-148068	06/17/2015	1578028	603.00.5300.444.40041	2.19
O'REILLY AUTO PARTS	1767-148068	06/17/2015	1578028	603.140.1450050	11.39
O'REILLY AUTO PARTS	1767-148396	06/17/2015	1578028	603.00.5300.444.60012	18.36
O'REILLY AUTO PARTS	1767-148401	06/17/2015	1578028	603.00.5300.444.40041	323.26
O'REILLY AUTO PARTS	1767-148408	06/17/2015	1578028	603.00.5300.444.40041	9.99

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
O'REILLY AUTO PARTS	1767-148417	06/17/2015	1578028	603.00.5300.444.40041	113.70
O'REILLY AUTO PARTS	1767-148455	06/17/2015	1578028	603.140.1450050	6.90
O'REILLY AUTO PARTS	1767-148599	06/17/2015	1578028	603.00.5300.444.60012	9.98
O'REILLY AUTO PARTS	1767-144396 C	07/01/2015	1578028	603.00.5300.444.40041	20.98
O'REILLY AUTO PARTS	1767-144533 C	07/01/2015	1578028	603.00.5300.444.40041	6.84
O'REILLY AUTO PARTS	1767-144784 B	07/01/2015	1578028	603.00.5300.444.60012	7.90
O'REILLY AUTO PARTS	1767-144808 B	07/01/2015	1578028	603.00.5300.444.40041	-20.98
O'REILLY AUTO PARTS	1767-145255 C	07/01/2015	1578028	603.00.5300.444.40041	66.93
O'REILLY AUTO PARTS	1767-149159	06/17/2015	1578028	603.140.1450050	12.91
O'REILLY AUTO PARTS	1767-149162	06/17/2015	1578028	603.00.5300.444.40041	8.60
O'REILLY AUTO PARTS	1767-149210	06/17/2015	1578028	603.00.5300.444.40041	19.68
O'REILLY AUTO PARTS	1767-149217	06/17/2015	1578028	603.00.5300.444.40041	4.95
O'REILLY AUTO PARTS	1767-149240	06/17/2015	1578028	603.00.5300.444.40041	33.33
O'REILLY AUTO PARTS	1767-150907	06/24/2015	1578028	603.00.5300.444.40041	27.51
O'REILLY AUTO PARTS	1767-150912	06/24/2015	1578028	603.00.5300.444.40041	42.23
O'REILLY AUTO PARTS	1767-150916	06/24/2015	1578028	603.140.1450050	116.28
O'REILLY AUTO PARTS	1767-151105	06/24/2015	1578028	603.140.1450050	93.10
O'REILLY AUTO PARTS	1767-151118	06/24/2015	1578028	603.140.1450050	327.84
O'REILLY AUTO PARTS	1767-151158	06/24/2015	1578028	603.00.5300.444.40041	13.94
O'REILLY AUTO PARTS	1767-151281	06/24/2015	1578028	603.140.1450050	57.33
O'REILLY AUTO PARTS	1767-151295	06/24/2015	1578028	603.00.5300.444.60012	4.37
O'REILLY AUTO PARTS	1767-151371	06/24/2015	1578028	603.00.5300.444.40041	-27.03
O'REILLY AUTO PARTS	1767-152020	06/24/2015	1578028	603.00.5300.444.40041	5.68
O'REILLY AUTO PARTS	1767-152021	06/24/2015	1578028	603.00.5300.444.40041	441.74
O'REILLY AUTO PARTS	1767-152023	06/24/2015	1578028	603.00.5300.444.60012	20.98
O'REILLY AUTO PARTS	1767-152031	06/24/2015	1578028	603.00.5300.444.40041	8.97
O'REILLY AUTO PARTS	1767-152044	06/24/2015	1578028	603.00.5300.444.40041	16.47
O'REILLY AUTO PARTS	1767-148426	06/17/2015	1578028	603.00.5300.444.40041	-3.67
O'REILLY AUTO PARTS	1767-149199	06/17/2015	1578028	603.00.5300.444.40041	-8.08
O'REILLY AUTO PARTS	1767-149377	06/17/2015	1578028	603.00.5300.444.40041	-8.60
O'REILLY AUTO PARTS	1767-152414	07/01/2015	1578028	603.00.5300.444.40041	520.12
O'REILLY AUTO PARTS	1767-152423	07/01/2015	158028	603.140.1450050	40.99
O'REILLY AUTO PARTS	1767-152437	07/01/2015	1578028	603.140.1450050	7.64
O'REILLY AUTO PARTS	1767-152625	07/01/2015	1578028	603.00.5300.444.40041	13.62
O'REILLY AUTO PARTS	1767-149376	06/17/2015	1578028	603.00.5300.444.40041	4.95
O'REILLY AUTO PARTS	1767-153365	07/01/2015	1578028	603.140.1450050	22.92
O'REILLY AUTO PARTS	1767-144805 B	07/01/2015	1578028	603.00.5300.444.40041	215.37
O'REILLY AUTO PARTS	1767-147000 B	07/01/2015	1578028	603.00.5300.444.40041	194.44
O'REILLY AUTO PARTS	1767-149559	06/17/2015	1578028	603.00.5300.444.40041	77.11
O'REILLY AUTO PARTS	1767-149570	06/18/2015	6/3/15	603.00.5300.444.40041	572.66
O'REILLY AUTO PARTS	1767-149730	06/18/2015	1578028	603.140.1450050	26.92
O'REILLY AUTO PARTS	1767-149731	06/18/2015	1578028	603.140.1450050	14.99
O'REILLY AUTO PARTS	1767-149732	06/18/2015	1578028	603.140.1450050	11.19
O'REILLY AUTO PARTS	1767-149805	06/24/2015	1578028	603.00.5300.444.40041	53.52
O'REILLY AUTO PARTS	1767-149806	06/18/2015	1578028	603.00.5300.444.40041	15.32
O'REILLY AUTO PARTS	1767-149939	06/18/2015	1578028	603.00.5300.444.40041	295.59
O'REILLY AUTO PARTS	1767-149964	06/18/2015	1578028	603.00.5300.444.40041	37.89
O'REILLY AUTO PARTS	1767-149970	06/18/2015	1578028	603.00.5300.444.60012	17.20
O'REILLY AUTO PARTS	1767149990	06/18/2015	1578028	603.00.5300.444.40041	-170.00
O'REILLY AUTO PARTS	1767-150489	06/18/2015	1578028	603.00.5300.444.40041	255.28
O'REILLY AUTO PARTS	1767-150490	06/18/2015	1578028	603.00.5300.444.40041	-33.58
O'REILLY AUTO PARTS	1767150496	06/18/2015	1578028	603.00.5300.444.40041	9.13
O'REILLY AUTO PARTS	1767-150505	06/24/2015	1578028	603.00.5300.444.40041	295.96
O'REILLY AUTO PARTS	1767-150761	06/18/2015	1578028	603.00.5300.444.40041	9.99
O'REILLY AUTO PARTS	1767-145472 C	07/01/2015	1578028	603.00.5300.444.40041	-215.37
O'REILLY AUTO PARTS	1767-147055 B	07/01/2015	1578028	603.00.5300.444.40041	-33.93
O'REILLY AUTO PARTS	1767-152711	07/01/2015	1578028	603.00.5300.444.40041	-110.00
O'REILLY AUTO PARTS	1767-153169	07/01/2015	1578028	603.00.5300.444.40041	-6.81
PETTY CASH	6/22/15	06/24/2015	PETTY CASH REQUEST	603.00.5300.444.60012	12.00
PETTY CASH	6/22/15	06/24/2015	PETTY CASH REQUEST	603.00.5300.444.60012	12.00
PIONEER RIM & WHEEL CO	1-291058	06/17/2015	12613	603.00.5300.444.40041	589.86
PIONEER RIM & WHEEL CO	6-078488	06/18/2015	12613	603.00.5300.444.40041	71.72
PUMP AND METER SERVICE INC	23563-24932SO	06/17/2015	494500	603.00.5300.444.40040	23.95
PUMP AND METER SERVICE INC	23572-24958SO	06/17/2015	494500	603.00.5300.444.40040	241.12
PUMP AND METER SERVICE INC	M63727-1	06/24/2015	494500	603.00.5300.444.40040	611.00
SEXTON COMPANY, THE	58305	07/01/2015	4115	603.00.5300.444.60045	92.90
SNAP-ON INDUSTRIAL	ARV/25517304	06/24/2015	650118	603.00.5300.444.60040	756.74
TITAN MACHINERY	6050610	06/24/2015	1914994	603.00.5300.444.40041	74.44
TOTAL CONSTRUCTION & EQUIP.	64232 B	07/01/2015	CIT001	603.00.5300.444.40040	2,749.45
TOTAL CONSTRUCTION & EQUIP.	64498	07/01/2015	CIT001	603.00.5300.444.40040	420.15

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
TRENCHERS PLUS, INC.	ET23216	06/18/2015	R03634	603.00.5300.444.80400	48,707.47
TRENCHERS PLUS, INC.	IT84887	06/17/2015	R03634	603.00.5300.444.40041	334.84
TRUCK UTILITIES, INC.	0284569	06/17/2015	5/27/15	603.00.5300.444.40041	800.00
TRUCK UTILITIES, INC.	0285256	06/24/2015	000154	603.00.5300.444.40041	109.96
TWIN SOURCE SUPPLY	00445562	07/01/2015	6/16/15	603.00.5300.444.60011	154.64
UNIFIRST CORPORATION	0900253998	06/17/2015	5/27/15	603.00.5300.444.40065	112.05
UNIFIRST CORPORATION	0900253998	06/17/2015	5/27/15	603.00.5300.444.60045	28.53
UNIFIRST CORPORATION	090 0256888	06/24/2015	6/16/15	603.00.5300.444.40065	112.05
UNIFIRST CORPORATION	090 0256888	06/24/2015	6/16/15	603.00.5300.444.60045	28.53
UNIFIRST CORPORATION	0900254943	06/18/2015	6/2/15	603.00.5300.444.40065	112.05
UNIFIRST CORPORATION	0900254943	06/18/2015	6/2/15	603.00.5300.444.60045	28.53
UNIFIRST CORPORATION	090 0257852	07/01/2015	1051948	603.00.5300.444.40065	112.05
UNIFIRST CORPORATION	090 0257852	07/01/2015	1051948	603.00.5300.444.60045	29.63
UNIFIRST CORPORATION	0900255914	06/18/2015	6/9/15	603.00.5300.444.40065	114.05
UNIFIRST CORPORATION	0900255914	06/18/2015	6/9/15	603.00.5300.444.60045	28.53
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	603.00.5300.444.30550	2.00
WESTERN PETROLEUM COMPANY	97311342-41801	06/18/2015	112741	603.00.5300.444.40040	80.14
WESTERN PETROLEUM COMPANY	97312533-41801	06/18/2015	112741	603.140.1450050	1,406.36
ZARNOTH BRUSH WORKS	0155220-IN	06/18/2015	INV1660	603.140.1450050	440.00
ZARNOTH BRUSH WORKS	0155510-IN	07/01/2015	INV1669	603.140.1450050	744.00
<b>Fund 603 - CENTRAL EQUIPMENT Total:</b>					<b>400,538.77</b>

**Fund: 604 - CENTRAL STORES**

CUSTOM HEADSETS, INC	51829	06/24/2015	C3143	604.00.2200.416.60010	319.56
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	604.00.2200.416.60005	108.60
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	604.00.2200.416.60005	54.14
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	604.00.2200.416.60010	2,854.45
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	604.00.2200.416.60010	41.18
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	604.00.2200.416.60010	154.76
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	604.00.2200.416.60010	30.14
INNOVATIVE OFFICE SOLUTIONS	JUNE 2015	06/24/2015	JUNE 2015	604.00.2200.416.60010	39.01
OFFICE DEPOT	6/16/15 6011 5685 1008 8883	07/01/2015	6011 5685 1008 8883	604.00.2200.416.60005	129.95
OFFICE DEPOT	6/16/15 6011 5685 1008 8883	07/01/2015	6011 5685 1008 8883	604.00.2200.416.60010	20.07
OFFICE DEPOT	6/16/15 6011 5685 1008 8883	07/01/2015	6011 5685 1008 8883	604.00.2200.416.60010	14.39
OFFICE DEPOT	6/16/15 6011 5685 1008 8883	07/01/2015	6011 5685 1008 8883	604.00.2200.416.60010	18.74
US BANCORP EQUIPMENT FINANCE, INC.	279842595	06/18/2015	5/30/15	604.00.2200.416.60010	2,832.44
<b>Fund 604 - CENTRAL STORES Total:</b>					<b>6,617.43</b>

**Fund: 605 - CITY FACILITIES**

BARR ENGINEERING COMPANY	23190328.14-33	06/18/2015	PROJECT REVIEW AND STUDIES	605.00.7500.460.30700	1,220.27
BETTS, BETH	1065	06/18/2015	6/11/15	605.00.7500.460.30700	795.44
COMMON SENSE BUILDING SERVICES, INC.	36196	07/01/2015	JUNE 2015	605.00.7500.460.40040	3,478.41
CULLIGAN	5/31/15 157-98503022-8	06/16/2015	157-98503022-8	605.00.7500.460.60011	118.70
ELECTRIC FIRE & SECURITY	4861	06/18/2015	CIT800	605.00.7500.460.50055	117.00
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	605.00.7500.460.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN563389	07/01/2015	4/1/15-4/30/15	605.00.7500.460.30550	1.50
HOME DEPOT CREDIT SERVICES	6/12/15 6035 3225 0206 1959	07/01/2015	6035 3225 0206 1959	605.00.7500.460.60016	134.35
HORWITZ NS/I	C003918	06/18/2015	7146-R4	605.00.7500.460.40040	2,658.00
HUEBSCH SERVICES	3469169	06/18/2015	100075	605.00.7500.460.40065	139.07
HUEBSCH SERVICES	3477062	06/18/2015	10075	605.00.7500.460.40065	139.07
LONE OAK COMPANIES	67147	06/18/2015	UTILITY	605.00.7500.460.50035	480.79
LONE OAK COMPANIES	6/9/15	06/18/2015	UTILITY	605.00.7500.460.50035	1,427.84
MINNESOTA ELEVATOR, INC	624457	06/18/2015	5395	605.00.7500.460.40040	239.40
MN DEPT OF LABOR & INDUSTRY	ALR00515901	06/18/2015	161847	605.00.7500.460.40040	100.00
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	605.00.7500.460.40020	9.37
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	605.00.7500.460.40040	16.24
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	605.00.7500.460.40065	0.61
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	605.00.7500.460.60011	1.00
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	605.00.7500.460.60016	0.18
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	605.00.7500.460.60065	0.15
USA MOBILITY WIRELESS INC	Y0317493-5	06/18/2015	031793-5	605.00.7500.460.40065	4.57
ZEE MEDICAL SERVICE	54110331	06/18/2015	6/8/15	605.00.7500.460.60065	281.75
<b>Fund 605 - CITY FACILITIES Total:</b>					<b>11,367.21</b>

**Fund: 606 - TECHNOLOGY FUND**

ADVANCED TECHNOLOGY SYSTEMS, INC.	77953	07/01/2015	6/12/15	606.00.1400.413.60010	517.59
AT & T MOBILITY	287237771092x06122015	06/24/2015	287237771092	606.00.1400.413.50020	54.28
CDW GOVERNMENT INC	WC04004	07/01/2015	2394832	606.00.1400.413.80610	730.19
CIVICPLUS	INV0042550	06/18/2015	6/12/15	606.00.1400.413.30700	2,493.56
EASTON, DIANE	6/11/15	06/24/2015	REIMBURSE-MILEAGE	606.00.1400.413.50065	23.81
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	606.00.1400.413.30550	4.06
GENESIS EMPLOYEE BENEFITS, INC	IN561107	06/18/2015	16-00000104	606.00.1400.413.30550	12.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
INTEGRA TELECOM	13069857	07/01/2015	645862	606.00.1400.413.50020	1,035.62
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	606.00.1400.413.50020	0.18
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	606.00.1400.413.50080	1.32
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	606.00.1400.413.60010	5.70
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	606.00.1400.413.60041	2.65
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	606.00.1400.413.60042	2.51
MN DEPT OF REVENUE	May 2015	06/19/2015	May 2015 - Sales & Use Tax	606.00.1400.413.60065	1.72
TDS METROCOM	6/13/15 651 451 1944	06/24/2015	651 451 1944	606.00.1400.413.50020	247.23
UNITED STATES TREASURY	6/11/15	06/18/2015	05915	606.00.1400.413.30550	2.00
<b>Fund 606 - TECHNOLOGY FUND Total:</b>					<b>5,134.42</b>
<b>Fund: 702 - ESCROW FUND</b>					
AMES CONSTRUCTION INC	6/11/815	06/18/2015	3511 105TH ST	702.229.2309401	10,000.00
BARR ENGINEERING COMPANY	23190328.14-33	06/18/2015	PROJECT REVIEW AND STUDIES	702.229.2302801	1,096.46
BLUE EARTH COUNTY DISTRICT COURT	15000282	06/24/2015	NICHOLAS MICHAEL SABATKE	702.229.2291000	300.00
CULLIGAN	5/31/15 157-9847342-8	06/18/2015	157-98473242-8	702.229.2286300	66.45
D.T. CARLSON CO	6/11/15	06/18/2015	9172 DALTON COURT	702.229.2283201	1,000.00
GRAMS, BLAKE & LORI	6/11/15	06/18/2015	8671 ALVARADO COURT CGA	702.229.2293901	404.00
JOSEPH HEINSCH	6/18/15	06/24/2015	ESCROW RELEASE 1735 86TH COURT	702.229.2294001	1,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Arbor Crest 2nd A	06/18/2015	5/15 Arbor Crest 2nd Addition (CDA)	702.229.2291701	99.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Blackstone Ponds	06/18/2015	5/15 Blackstone Ponds	702.229.2283502	3,516.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Blaine Brothers	06/18/2015	5/15 Blaine Brothers - Lighthouse Hold	702.229.2286501	1,703.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Deanovic Develop	06/18/2015	5/15 Deanovic Development	702.229.2303201	2,995.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Forfeiture-Gruwel	06/18/2015	5/15 Forfeiture-Gruwell	702.229.2291000	4.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Forfeiture-Hernan	06/18/2015	5/15 Forfeiture-Hernandez	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Forfeiture-Jeske	06/18/2015	5/15 Forfeiture-Jeske	702.229.2291000	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Forfeiture-Krech	06/18/2015	5/15 Forfeiture-Krech	702.229.2291000	176.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Forfeiture-Ruiz	06/18/2015	5/15 Forfeiture-Ruiz	702.229.2291000	4.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Nabersberg Additi	06/18/2015	5/15 Nabersberg Addition	702.229.2302801	208.60
LEVANDER, GILLEN & MILLER P.A.	81000E 5/15 Police-Forfeiture	06/18/2015	5/15 Police-Forfeiture	702.229.2291000	88.00
MCDONALD CONSTRUCTION	6/11/15	06/18/2015	9162 DALTON COURT	702.229.2302401	1,000.00
MIHM CUSTOM HOMES, INC.	6/11/15 A	06/18/2015	1793 86TH COURT	702.229.2298201	1,000.00
MIHM CUSTOM HOMES, INC.	6/11/15 C	06/18/2015	865 ALVARDO COURT	702.229.2299001	1,000.00
MIHM CUSTOM HOMES, INC.	6/11/15	06/18/2015	1595 86TH COURT	702.229.2285201	1,000.00
MUELLER HOMES, LLC	6/18/15	06/24/2015	ESCROW RELEASE 1759 86TH COURT	702.229.2293601	721.67
Q3 CONTRACTING	5/28/15	06/18/2015	5/28/15	702.229.2294300	1,000.00
SHORT ELLIOTT HENDRICKSON, INC.	297799	06/18/2015	4340	702.229.2286601	1,060.00
SHORT ELLIOTT HENDRICKSON, INC.	297799	06/18/2015	4340	702.229.2309901	3,925.02
STONE COTTAGE CONSTRUCTION, INC.	6/11/15	06/18/2015	2386 96TH ST	702.229.2301501	1,000.00
<b>Fund 702 - ESCROW FUND Total:</b>					<b>34,511.20</b>
<b>Grand Total:</b>					<b>2,562,894.44</b>

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING July 7, 2015**

**WHEREAS**, a list of disbursements for the period ending July 7, 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	\$697,547.83
Debt Service & Capital Projects	1,182,031.03
Enterprise & Internal Service	648,804.38
Escrows	34,511.20
 Grand Total for All Funds	 <u><u>\$2,562,894.44</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of July, 2015.

Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes**

Meeting Date: July 13, 2015  
Item Type: Consent  
Contact: Kristi Smith 651-450-2521  
Prepared by: Kristi Smith, Finance Director  
Reviewed by:

**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 resolution making an election not to waive the statutory tort limit for liability insurance purposes.

**SUMMARY**

The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires City Council to make an annual election to waive or not waive statutory tort limits. The City has never waived the tort limit. The attached resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence. The City’s current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. LMCIT does allow cities to waive those limits if they so choose. Since cities have a choice to waive or not to waive LMCIT requires cities to make the election annually.

I recommend that the Council adopt the attached resolution making an election not to waive the statutory tort limit for liability insurance purposes.

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

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

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT  
LIMITS FOR LIABILITY INSURANCE PURPOSES**

**WHEREAS**, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

**WHEREAS**, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence; and

**WHEREAS**, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

**WHEREAS**, LMCIT allows the City an option to waive those limits; and

**WHEREAS**, LMCIT has asked the City to make the election annually with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS** does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Adopted by the City of Inver Grove Heights this 13<sup>th</sup> day of July 2015.

Ayes:

Nays:

---

George Tourville, Mayor

ATTEST:

---

Joe Lynch, City Administrator/Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**Approve Additional Official Depository for 2015**

Meeting Date: July 13, 2015  
Item Type: Consent Agenda  
Contact: Kristi Smith 651-450-2521  
Prepared by: Kristi Smith, Finance Director  
Reviewed by: Joe Lynch, City Administrator

**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 additional official depository for 2015.

**SUMMARY**

City Council annually designates banks, brokers and dealers which will be used during the calendar year.

The following institutions were authorized on January 12, 2015: Bremer Bank, N.A.; RBC Capital Markets, LLC; Wells Fargo Securities LLC; Morgan Stanley Smith Barney LLC; Stifel Nicolaus & Co., Inc.; and Ehlers Investment Partners, LLC.

At this time I would like to include Wells Fargo Bank, N.A. The primary purpose of this account is to pay fees related to their WellsOne Commercial Card.

I recommend that the Council approve Wells Fargo Bank, N.A. as an additional official depository.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Accept Proposal from American Engineering Testing, Inc. (AET, Inc.) for Phase 1 Environmental Site Assessments for City Project No. 2014-11 – Argenta Trail**

Meeting Date: July 13, 2015  
 Item Type: Consent  
 Contact: Scott D. Thureen, Public Works Director  
 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 – Local Improvement Fund

**PURPOSE/ACTION REQUESTED**

Accept Proposal from American Engineering Testing, Inc. (AET, Inc.) for Phase 1 Environmental Site Assessments for City Project No. 2014-11 – Argenta Trail.

**SUMMARY**

As part of the right-of-way and permanent easement acquisition process, a Phase 1 environmental site assessment needs to be completed for each parcel. The attached proposal from AET, Inc. would provide those services for an amount of \$4,000.00. The work would be funded from the Local Improvement Fund and Dakota County would reimburse the City for 55 percent of the cost.

A copy of the proposal is attached. I recommend acceptance of the proposal.

SDT/jds  
Attachment: Proposal



CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

July 2, 2015

City of Inver Grove Heights  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077

Attn: Scott Thureen  
[sthureen@invergroveheights.org](mailto:sthureen@invergroveheights.org)

RE: Phase I Environmental Site Assessment Proposal  
Argenta Trail  
CSAH 63 and TH 55, Inver Grove Heights, Dakota County, MN 55077  
AET Proposal No. 03-05727

Dear Mr Thureen:

American Engineering Testing, Inc. (AET) is pleased to offer services to City of Inver Grove Heights (hereafter referred to as the Client and/or User) for conducting a Phase I Environmental Site Assessment (ESA) at the above-referenced site (Site). This proposal has been prepared in response to your recent request and describes our understanding of the Site, the purpose, scope, schedule, fees, and other information regarding our services.

#### **PROJECT INFORMATION**

The City of Inver Grove Heights proposes to reroute Argenta Trail (CSAH 63) as it crosses TH 55. The Site consists of multiple parcels (~10) along the new route as well as new intersections with Amana Trail, Yankee Doodle Rd, and 77<sup>th</sup> St. The total length of the affected routes is ~1040 feet.

#### **PURPOSE**

We assume this Phase I ESA is being performed as part of the Clients'/Users' due diligence process to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations, hereafter referred to as the landowner liability protections (LLPs), to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability and to evaluate specific material environmental risks which may be associated with the Site. A complete evaluation of business environmental risks associated with the Site may necessitate assessment beyond that identified in the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments, the All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312, December 30, 2013), and the scope of services described below.

The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the processes prescribed in the standard, recognized environmental conditions (RECs) in connection with the Site. RECs are defined as follows: the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material



threat of a future release to the environment. A controlled recognized environmental condition (CREC) is a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations (AULs), institutional controls (ICs), or engineering controls (ECs)). CRECs are RECs. RECs and CRECs are not de minimus conditions which are conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies. An historical recognized environmental condition (HREC) is defined as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, AULs, ICs, or ECs).

#### **SCOPE OF SERVICES**

In order to achieve the purpose of this service, AET will prepare the Phase I ESA by performing the following tasks:

- Review reasonably ascertainable and practically reviewable records that will help identify RECs in connection with the Site. Records include standard environmental sources, physical setting sources, and historical use information.
- Perform a reconnaissance of the Site to obtain information indicating the likelihood of identifying RECs in connection with the Site. The reconnaissance will include observations of the general site setting and a discussion of the following: current and past uses of the Site and adjoining properties; the geologic, hydrogeologic, hydrologic and topographic conditions of the Site and adjoining properties; a general description of the structures at the Site; roads at and adjoining the Site; potable water supply for the Site including on-site wells, on-site sewage disposal/septic systems; hazardous substances and petroleum product uses at the Site; hazardous substance, petroleum product, and unidentified substance containers at the Site; storage tanks; odors; pools of liquid, stains, and corrosion; PCB containing equipment (excluding fluorescent light ballasts); drains and sumps; pits, ponds, or lagoons; stressed vegetation; solid waste; and heating/cooling systems associated with structures on the Site.
- Interview owners, occupants, and state and/or local government officials to obtain information indicating RECs in connection with the Site.
- Interpret information collected in conjunction with performing the records review, site reconnaissance, interviews, and present the results in a written report. An electronic copy of the report will be provided and addressed to the User (for exclusive use by the User).

The Phase I ESA will be performed by or under the supervision or responsible charge of an AET Environmental Professional.

The scope of AET's Phase I ESA is in general compliance with the Standards and Practices for All Appropriate Inquiries (AAI) rule (40 CFR Part 312, December 30, 2013) and the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process - ASTM E 1527-13. You should be aware that, even though we follow the current AAI rule and ASTM practice standard for this service, the scope of this service is not exhaustive and there may be localized contamination on the Site that we cannot ascertain and will not be responsible for, given this scope of services. Such contamination could be related to disposal of contaminants not reported to appropriate government agencies, not made known to us, or not reasonably visible to us at the time of our Site observations as part of service for this Phase I ESA.

Our services to you are strictly limited to the scope described above. For your information, there may be certain environmental conditions on the Site that are beyond the scope of our Phase I ESA services. Some of these environmental conditions include substances that may be present on the Site in quantities and under conditions that may lead to contamination of the Site or of nearby properties but are not included in CERCLA's definition of hazardous substances or do not otherwise present potential CERCLA liability.

Some or all of the following items, which are considered beyond the normal ASTM/AAI Phase I ESA scope of services, could potentially exist at the Site; you may want to assess some or all of these items in connection with this Site: high voltage power lines; radon; lead in drinking water; lead-based paint; wetlands; site flooding; indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment; regulatory compliance; cultural and historic resources; industrial hygiene; health and safety; ecological resources; endangered species; asbestos-containing building materials; biological agents; physical properties of the soils and bedrock for site grading or foundation considerations; and mold, fungi or bacterial growth in building structures. No implication is intended as to the relative importance of inquiry into such non-scope considerations, and the non-scope considerations listed above are not intended to be all inclusive.

If you desire to obtain more information on these and other non-scope considerations, please contact us.

In addition to the non-scope considerations listed above, our scope of services does not include obtaining or reviewing recorded land title records and judicial records for environmental liens or AULs. The scope of our services also does not include providing liability/risk evaluations, specific recommendations for Phase II testing, remediation techniques, or other assessment activities.

### **USER RESPONSIBILITIES**

AET requests that if the User is seeking an LLP to CERCLA liability, the User, or the User's representative, will share with AET all available and relevant information pertaining to the Site, including the following: legal description(s), plats, and surveys; recorded land title records and judicial records for environmental liens or AULs; reports of environmental site assessments, environmental compliance audits, hydrogeologic conditions, and geotechnical exploration; environmental permits; hazardous waste generator notices and reports; notices or other correspondence with any government agency regarding contamination at the Site or relating to past or current violations of environmental laws with respect to the Site or relating the environmental liens encumbering the Site; registrations for aboveground and underground storage tanks; registrations of underground injection systems; plans including Community Right to Know Plans, Safety Plans, Preparedness and Prevention Plans, and Spill Prevention, Countermeasure, and Control (SPCC) Plans; and material safety data sheets (MSDS). In addition, we request that we be provided with information such as present and past owners/occupants (phone numbers and/or addresses); existing, past, and proposed uses of the Site, activities, etc., which are pertinent to the services to be provided by AET as part of this proposal.

Attached is a copy of a User Questionnaire. We request that the User complete the Questionnaire and that the completed Questionnaire be returned to AET.

### **PERFORMANCE SCHEDULE**

We will complete this project and deliver the report to you within 4 weeks of receiving authorization to proceed. Please let us know if this timetable does not meet your schedule as we are available to consider any special needs that you may have.

This proposal is valid for a period of 60 days from the date issued.

### **FEES**

Our fees for the Phase I ESA scope of services described above will be a lump sum, fixed fee of \$4000.00.

### **TERMS AND CONDITIONS**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

### **REMARKS**

Please contact AET if you are requesting that additional Users, beyond the currently identified User, be allowed to rely on this Phase I ESA. AET charges a fee for additional Users of this Phase I ESA. If at your request AET provides reliance on the Phase I ESA to another User(s), the other User(s) must also satisfy the User's responsibilities previously described. The User(s)

City of Inver Grove Heights  
AET Proposal No. 03-05727  
July 2, 2015  
Page 5 of 5

will also be bound to the same terms, conditions, and limitations included in the Service Agreement that was part of our original agreement with the Client.

**ACCEPTANCE**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us along with the User Questionnaire. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me.

Sincerely,  
American Engineering Testing, Inc.



Jane M Willard, PG, CPG  
Senior Geologist

Phone: (651) 603-6623  
Email: jwillard@amengtest.com

Attachments: Service Agreement  
User Questionnaire

**PROPOSAL ACCEPTANCE AND AUTHORIZATION**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Company \_\_\_\_\_

**SECTION 1 - RESPONSIBILITIES**

**1.1** - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

**1.4** – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

**1.5** - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.8** - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE**

**3.1** - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

**3.2** – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

**3.3** - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

**4.2** - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

**SECTION 5 - SAFETY**

**5.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**5.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

**SECTION 6 – SAMPLES**

**6.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

**6.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

#### **SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

#### **SECTION 8 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

#### **SECTION 9 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**9.1** – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**9.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

**9.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**9.4** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

**9.5** - To the extent permitted by applicable state law, and only upon Client's signing of the proposal and return of the same to AET, Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis) and Automobile Liability Policy. Client and Owner shall be extended "waiver of subrogation" status for applicable coverages. Any other endorsement, coverage or policy requirement shall result in additional charges.

**9.6** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**9.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

#### **SECTION 10 - DELAYS**

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

#### **SECTION 11 - PAYMENT, INTEREST, AND BREACH**

**11.1** - Invoices are due net thirty (30) days. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**11.2** – Client agrees to pay interest on unpaid invoice balances at a rate of one and a half percent (1.5%) per month, or the maximum allowed by law, whichever is less, beginning thirty (30) days after invoice date.

**11.3** – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**11.4** - Client will pay all AET expenses and attorney fees relating to collection of past due invoices.

#### **SECTION 12 - MEDIATION**

**12.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in

question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**12.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 13 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 9.4 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### **SECTION 14 - MUTUAL INDEMNIFICATION**

**14.1** - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

**14.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**14.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

**14.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

#### **SECTION 15- WAIVER OF CONSEQUENTIAL DAMAGES**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.**

#### **SECTION 16 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that **the total liability of AET shall not exceed \$20,000.**

#### **SECTION 17 – UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### **SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### **SECTION 19 - TERMINATION**

After 7 days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

#### **SECTION 20 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

#### **SECTION 21 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

#### **SECTION 22 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

**User Questionnaire**  
**Argenta Trail**  
**AET Proposal/Project No. 03-05727**  
**Page 1 of 2**

In order to qualify for one of the Landowner Liability protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “Brownfields Amendments”), the User must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete.

**(1.) Environmental liens that are filed or recorded against the Site (40 CFR 312.25).**

Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the Site under federal, tribal, state, or local law? If yes, please explain.

**(2.) Activity and use limitations (AULs) that are in place on the Site or that have been filed or recorded against the Site (40 CFR 312.26(a)(1)(v) and (vi)).**

Did a search of recorded title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the Site and/or have been filed or recorded against the Site under federal, tribal, state or local law? If yes, please explain.

**(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).**

Do you have any specialized knowledge or experience related to the Site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? If yes, please explain.

**(4.) Relationship of the purchase price to the fair market value of the Site if it were not contaminated (40 CFR 312.29).**

Does the purchase price being paid for the Site reasonably reflect the fair market value of the Site? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Site?

**User Questionnaire**  
**Argenta Trail**  
**AET Proposal/Project No. 03-05727**  
**Page 2 of 2**

**(5.) Commonly known or reasonably ascertainable information about the *Site* (40 CFR 312.30).**

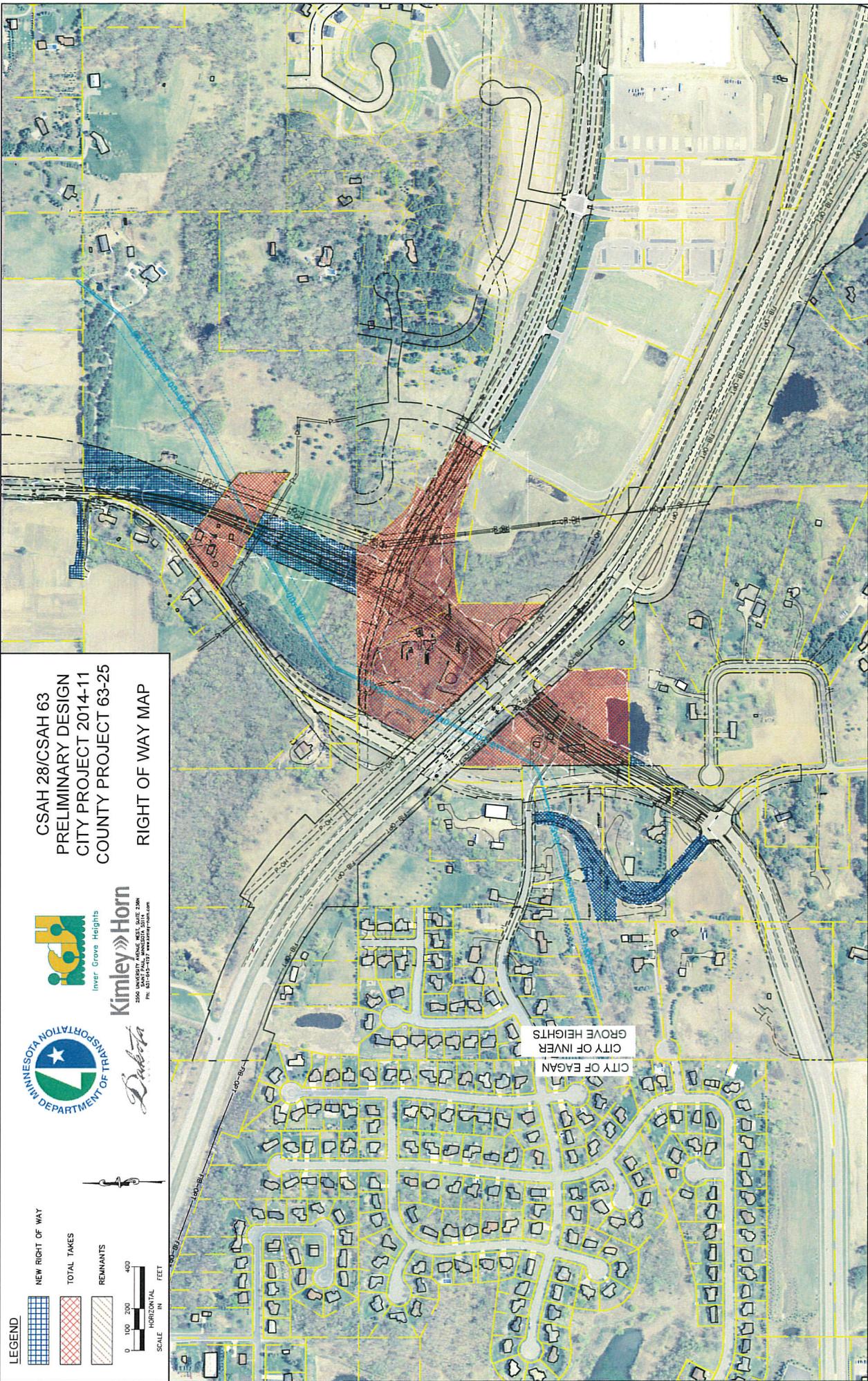
Are you aware of commonly known or reasonably ascertainable information about the Site that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

- (a.) Do you know the past uses of the Site? If yes, please explain.
  
  
  
  
  
  
  
  
  
  
- (b.) Do you know of specific chemicals that are present or once were present at the Site? If yes, please explain.
  
  
  
  
  
  
  
  
  
  
- (c.) Do you know of spills or other chemical releases that have taken place at the Site? If yes, please explain.
  
  
  
  
  
  
  
  
  
  
- (d.) Do you know of any environmental cleanups that have taken place at the Site? If yes, please explain.

**(6.) The degree of obviousness of the presence or likely presence of contamination at the Site, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**

Based on your knowledge and experience related to the Site are there any obvious indicators that point to the presence or likely presence of releases at the Site? If yes, please explain.

Prepared By (print name) \_\_\_\_\_  
Signature \_\_\_\_\_  
As a representative of: \_\_\_\_\_  
Dated: \_\_\_\_\_



CSAH 28/CSAH 63  
 PRELIMINARY DESIGN  
 CITY PROJECT 2014-11  
 COUNTY PROJECT 63-25  
 RIGHT OF WAY MAP

**Inver Grove Heights**  
 Inver Grove Heights  
**Kimley-Horn**  
 2506 UNIVERSITY AVENUE, SUITE 2306  
 ST. LOUIS, MO 63103  
 PH: 631-642-1937 www.kimley-horn.com



**LEGEND**

- NEW RIGHT OF WAY (Blue grid pattern)
- TOTAL TAKES (Red cross-hatch pattern)
- REMNANTS (White with black outline)

0 100 200 400  
 HORIZONTAL FEET  
 SCALE IN

CITY OF EAGAN  
 CITY OF INVER GROVE HEIGHTS

---

---

**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 & Kenneth Rohlf, City Attorneys**  
**DATE: July 8, 2015**  
**RE: Authorization to Make Offers for Acquisition of Easements for City Project  
No. 2015-13; July 13, 2015 Council Meeting**

---

---

**Section 1. Background.** Project No. 2015-13 extends utilities from the 70th Street Lift Station to the proposed Blackstone Ridge Development. The Project and the extension of the utilities cross properties owned by Glenlin Properties, LLC and Lawrence J. Flannery and Linda L. Flannery (hereafter collectively referred to as “Landowners”). To facilitate the Project, the City needs to acquire permanent utility easements and temporary construction easements (the “Easements”) from the Landowners. The Council previously authorized the City Attorney’s Office to initiate acquisition of the Easements for City Project No. 2015-13 by preparing offers to the Landowners based upon the City’s appraisals. The City has completed the appraisal process for the various affected parcels and is in a position to make offers to the Landowners.

A separate Confidential Memo covered by the attorney-client privilege was previously sent to the Council concerning the details of the appraisals and the offers to be presented to the affected landowners.

The attached resolution does not address the Messerich parcel. The Engineering Department anticipates that the easement across the Messerich parcel will be dedicated to the City as part of the platting process for the Messerich parcel.

**Section 2. Action Requested.** The Council is asked to authorize the City’s acquisition team to make offers to the Landowners based upon the City’s appraisals pursuant to the attached resolution. The City Engineer, the City Attorney and the consultants on the acquisition team recommend approval.

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

**RESOLUTION NO. 15-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY'S ACQUISITION TEAM TO MAKE OFFERS TO GLENLIN PROPERTIES, LLC AND LAWRENCE J. FLANNERY AND LINDA L. FLANNERY BASED UPON THE CITY'S APPRAISALS FOR EASEMENT ACQUISITIONS RELATIVE TO CITY PROJECT 2015-13**

**WHEREAS**, Project No. 2015-13 extends utilities from the 70th Street Lift Station to the proposed Blackstone Ridge Development.

**WHEREAS**, the Project and the extension of the utilities cross properties owned by Glenlin Properties, LLC and Lawrence J. Flannery and Linda L. Flannery (hereafter collectively referred to as "Landowners").

**WHEREAS**, to facilitate the Project, the City needs to acquire permanent utility easements and temporary construction easements (the "Easements") from the Landowners.

**WHEREAS**, the Council previously authorized the City Attorney's Office to initiate acquisition of the Easements for City Project No. 2015-13 by preparing offers to the Landowners based upon the City's appraisals.

**WHEREAS**, the City has completed the appraisal process for the various affected parcels and is in a position to make offers to the Landowners.

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

1. The City's acquisition team is authorized to make offers to the Landowners based upon the City's appraisals.

Passed this 13<sup>th</sup> day of July, 2015.

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

Attest:

\_\_\_\_\_  
Joe Lynch, City Administrator / Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Replacement of the Lap Pool Condensing Unit**

Meeting Date: July 13, 2015  
 Item Type: Consent Agenda  
 Contact: Eric Carlson 651.450.2587  
 Prepared by: Eric Carlson  
 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**

Approve the replacement of the Lap Pool Condensing Unit from Horwitz Mechanical in an amount not to exceed \$48,000. The project is funded from the 2015 VMCC Operating Budget.

**SUMMARY**

The condensing unit that services the lap and dive pool has four compressors that have failed. The unit is 14-years old and the cost to repair the unit is \$30,000. Given the age of the unit staff is recommending complete replacement of the unit and has secured quotes as follows:

Horwitz Mechanical	\$43,970
NAC Mechanical	\$47,748

It is recommended that the condensing unit that services the lap/dive pool be replaced and that Horwitz Mechanical be hired to perform the work as quoted above.

**Note**

*Staff has authorized Horwitz Mechanical to order and install the new unit. It is anticipated to take up to 2-months to have the unit built and installed.*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 1037 Highway 110 (Inver Grove Toyota)**

Meeting Date: July 13, 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

*TJK*  
  
*SAT*

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 an agreement related to a fence encroaching within a drainage and utility easement located at 1037 Highway 110 (Inver Grove Toyota).

**SUMMARY**

The owner of 1037 Highway 110, Inver Grove Toyota, has requested to install a fence in an existing island on the east edge of their property. There is a nearby storm sewer line with a drainage and utility easement over it. The owner has agreed to install the fence away from the sewer line and accept responsibility for removing the fence if the storm sewer ever needs to be repaired or replaced. The location and design of the fence will keep the property owner in compliance with the City's Obstruction Policy.

A copy of the signed encroachment agreement is attached. It is recommended that the City Council approve the Easement Encroachment Agreement for 1037 Highway 110 (Inver Grove Toyota).

TJK/jds  
 Attachments: Exhibit  
 Easement Encroachment Agreement



**City of  
Inver Grove Heights  
Fence Exhibit**



**1037 HWY 110**

0 40 80 120 160  
Feet

APPROXIMATE  
FENCE LOCATION

1037

1095

4725

50TH ST E

1037 HWY 110  
1095 HWY 110  
4725 HWY 110  
50TH ST E

**AGREEMENT RELATING TO LANDOWNER  
IMPROVEMENTS WITHIN CITY EASEMENT LOCATED AT  
1037 HIGHWAY 110, INVER GROVE HEIGHTS,  
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT (Agreement) is made this 13<sup>th</sup> day of July, 2015, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and LKMCD Properties, LLC, a Minnesota limited liability company (hereafter collectively referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1  
TERMS**

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

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

**1.3 Subject Land.** "Subject Land" means that certain real property located at 1037 Highway 110 in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 6, except the West 30 feet thereof, Lot 7, and the South 274.8 feet of the West 350 feet of Lot 5, except the West 30 feet thereof, Glenn Clarke Homestead, Dakota County, Minnesota.

**1.4 City Easement.** "City Easement" means the following easement located on the Subject Land:

The ten (10) foot permanent drainage and utility easement located adjacent to the easterly boundary line of the Subject Land dedicated on the recorded plat of Glenn Clarke Homestead, Dakota County, Minnesota.

**1.5 Landowner.** “Landowner” means LKMCD Properties, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land.

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

**IF TO CITY:** City of City of Inver Grove Heights  
Attention: City Administrator  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**IF TO LANDOWNER:** LKMCD Properties, LLC  
2873 Highway 61 North  
Maplewood, MN 55109

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

**1.7 Landowner Improvements.** “Landowner Improvements” means the 6 foot vinyl fence to be constructed on the Subject Land in the City Easement.

**1.8 City Easement Improvements.** “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

**1.9 Construction Plan.** “Construction Plan” means the two sketches attached as **Exhibit A** which identify the location of the Landowner Improvements. The Construction Plan is on file with the City.

**1.10 City Utility Costs.** “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and

attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

**1.11 Pre-Encroachment Costs.** "Pre-Encroachment Costs" means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

**1.12 Cost Differential.** "Cost Differential" means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

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

**Recital No. 1.** The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

**Recital No. 2** The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

**Recital No. 3.** Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

**Recital No. 4.** Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the City Easement if the following conditions are met:

- a.) The Landowner constructs and maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

**ARTICLE 3**  
**AGREEMENTS**

**3.1 Construction And Maintenance Of Landowner Improvements.** Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, walls, irrigation systems or buildings within the City Easement, except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

**3.2 City Not Responsible For Landowner Improvements.** Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

**3.3 Continuing Right To City Easement.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

**3.4 Subordinate Position Of Landowner Improvements.** The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

**3.5 Risk Of Loss.** The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

**3.6 Landowner To Bear Cost Of Relocating Landowner Improvements.** The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City

Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

**3.7 Emergency.** Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

**3.8 Cost Differential.** If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

**3.9 Modifications To Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications.

If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

**3.10 Remedies.** If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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

**3.11 Indemnification.** The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and

attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

**3.12 City Duties.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

**3.14 Recording.** The City may record this Agreement with the Dakota County Recorder.

**3.15 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

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

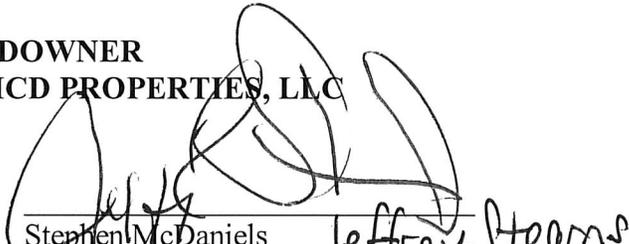
**3.19 Headings.** The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

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



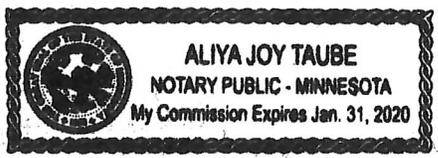
**LANDOWNER  
LKMCD PROPERTIES, LLC**

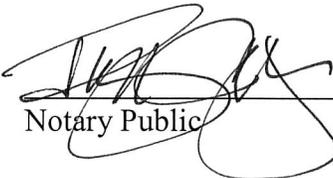
By:

  
Stephen McDaniels  
Its: Chief Manager  
Jeffrey Stearns  
General Mgr.

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

On this 6<sup>th</sup> day of July, 2015, before me a Notary Public within and for said County, personally appeared ~~Stephen McDaniels~~ Jeffrey Stearns, to me personally known, who being by me duly sworn, did say that he is the ~~Chief Manager~~ General Mgr. of LKMCD Properties, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of LKMCD Properties, LLC by authority of the Board of Governors of LKMCD Properties, LLC.

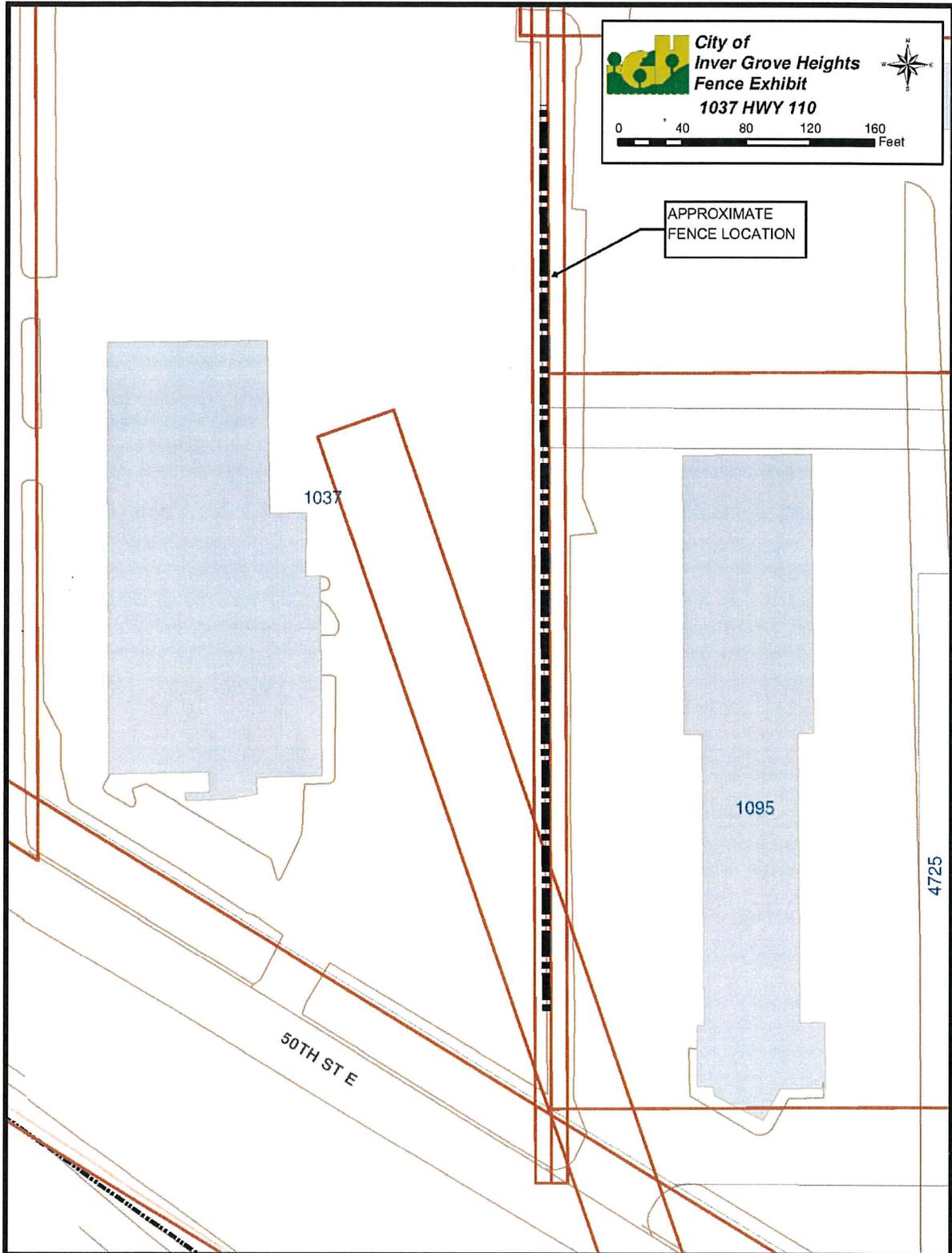


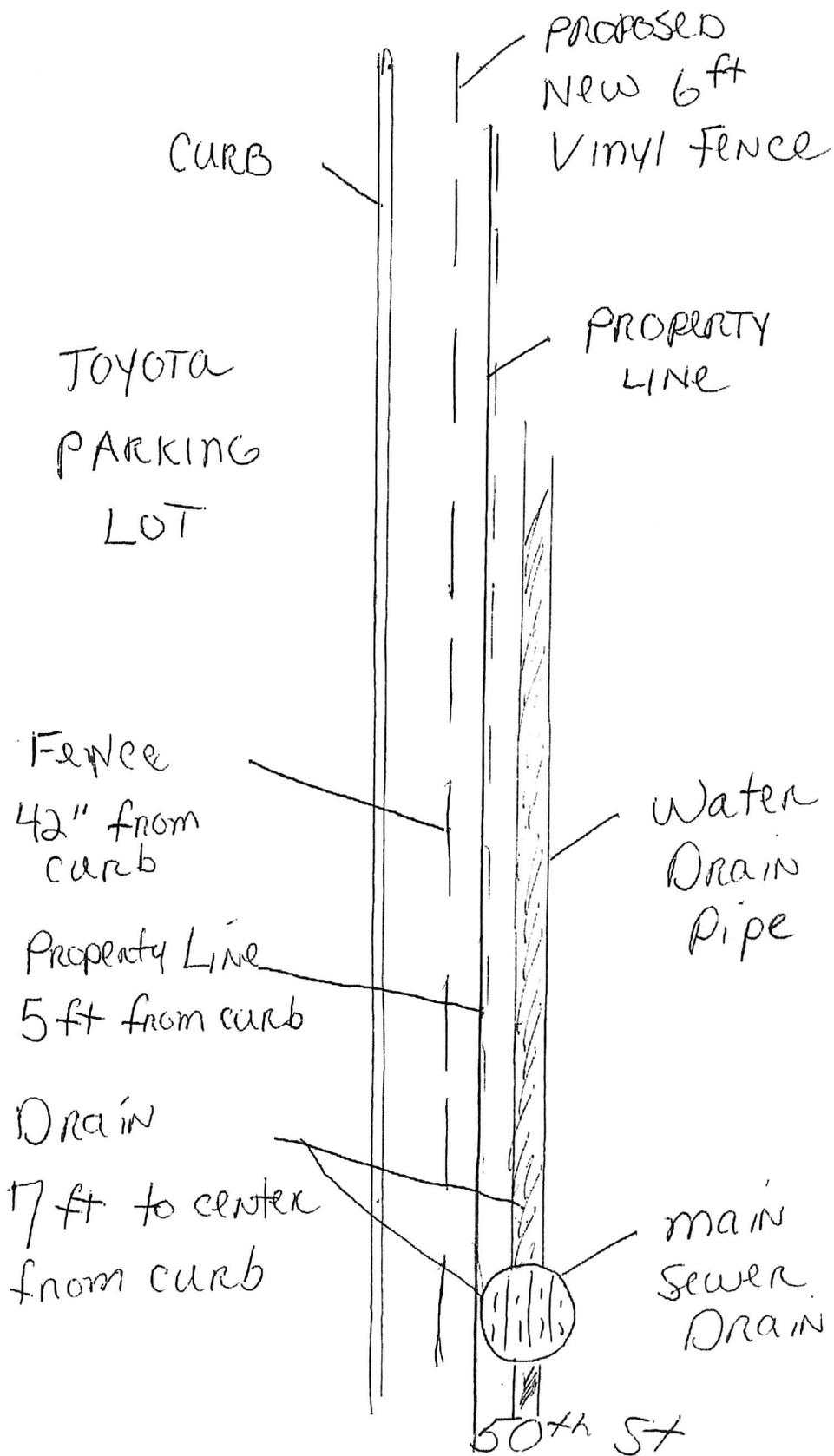
  
\_\_\_\_\_  
Notary Public

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

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

**EXHIBIT A**  
**CONSTRUCTION PLAN**





CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Approving an Improvement Agreement and a Drainage and Utility Easement Agreement for a Contractor's Yard at 11184 Rich Valley Boulevard**

Meeting Date: July 13, 2015  
 Item Type: Consent *TJK*  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Assistant City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

	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 Resolution Approving an Improvement Agreement and a Drainage and Utility Easement Agreement for a Contractor's Yard at 11184 Rich Valley Boulevard.

**SUMMARY**

On January 12, 2015, the City Council approved a Conditional Use Permit, Planning Case No. 14-47C, to operate a contractor's yard with outdoor storage at the property located at 11184 Rich Valley Boulevard with a condition that an improvement agreement and drainage and utility easement agreement shall be prepared by the City Attorney and executed by the City and property Owner.

Attached you will find the agreements executed by the property Owner, Alan Bebel.

It is recommended that the City Council approve the Improvement Agreement and Drainage and Utility Easement Agreement for Contractor's Yard at 11184 Rich Valley Boulevard.

Attachments: Resolution  
 Improvement Agreement  
 Drainage and Utility Easement Agreement

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

**A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND A DRAINAGE AND UTILITY EASEMENT AGREEMENT FOR A CONTRACTOR'S YARD AT 11184 RICH VALLEY BOULEVARD**

**WHEREAS**, a Conditional Use Permit, Planning Case No. 14-47C, was approved on January 12, 2015 to operate a contractor's yard with outdoor storage for 11184 Rich Valley Boulevard;

**WHEREAS**, conditions of approval require the applicant to enter into an agreement with the city relating to an improvement agreement and drainage and utility easement agreement prior to any work commencing on site;

**WHEREAS**, the agreements were not completed prior to Council approving the project on January 12, 2015 and therefore must be approved by Council on separate action;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, the Improvement Agreement and Drainage and Utility Easement Agreement and related agreements are hereby approved and the Acting Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 13th day of July, 2015.

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_  
Joe Lynch, Administrator/Acting Clerk

**IMPROVEMENT AGREEMENT  
FOR PROPERTY LOCATED NORTH OF  
11184 RICH VALLEY BOULEVARD  
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS  
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED  
NORTH OF 11184 RICH VALLEY BOULEVARD, INVER GROVE HEIGHTS, MN**

**THIS AGREEMENT** is made and entered into on the 13<sup>th</sup> day of July, 2015, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City ), and Developer identified herein.

**RECITALS:**

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

**WHEREAS**, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and associated vegetation.

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

1. That the Developer enters into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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

**ARTICLE 1**  
**DEFINITIONS**

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

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

1.3 **Developer.** "Developer" means Alan Bebel, a single person, and his successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.15 Developer Public Improvements.** "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

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

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

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

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

- A. Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in

default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title/Ownership Interest.** Alan Bebel, a single person, owns fee title to the Subject Property.

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

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing 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 Improvement Agreement.

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

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

**If to Developer:** Alan Bebel  
3852 North Ridge Road  
Eagan, MN 55123

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

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

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

## **ARTICLE 3** **DEVELOPER IMPROVEMENTS**

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

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

**3.3 Grading/Drainage Plan.** The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

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

**3.5 Erosion Control.** The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

#### **ARTICLE 4** **OTHER PERMITS**

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

paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

**ARTICLE 5**  
**OTHER DEVELOPMENT REQUIREMENTS**

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

**ARTICLE 6**  
**DEVELOPER PUBLIC IMPROVEMENTS**

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

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

**6.3 Inspection.** The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

**6.4 Faithful Performance of Construction Contracts.** The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

**6.5 City Acceptance.** The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement recorded as Dakota County Document No. 2592295 between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

**6.6 Engineering Submittals Required.** The record plan "as built" drawings of the Developer 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. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built storm water facilities, including any underground facilities.
2. As built grading plan containing spot elevations taken throughout the Subject Property to verify the Subject Property is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format.
3. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are 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.

**ARTICLE 7**  
**RESPONSIBILITY FOR COSTS**

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

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

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

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

**ARTICLE 8**  
**DEVELOPER WARRANTIES**

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

**ARTICLE 9**  
**CITY WARRANTIES**

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

**ARTICLE 10**  
**INDEMNIFICATION OF CITY**

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage,

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

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements; and
- h.) delays in construction of the Developer Improvements.

**ARTICLE 11**  
**CITY REMEDIES UPON DEVELOPER DEFAULT**

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

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;

- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

**11.4 Emergency.** Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City

reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**ARTICLE 12**  
**ESCROW DEPOSIT**

**12.1 Escrow Requirement.** Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 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 if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2017.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

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

**12.2 Escrow Release and Escrow Increase; Developer Improvements.**

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that

portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

### **ARTICLE 13** **MISCELLANEOUS**

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

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

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

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

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

**13.6 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Improvement Agreement or in any document delivered pursuant

hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Improvement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Improvement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this 13<sup>th</sup> day of July, 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

**DEVELOPER  
ALAN BEBEL**



Alan Bebel

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this 7<sup>th</sup> day of July, 2015, before me a Notary Public within and for said County, personally appeared Alan Bebel, a single person, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE  
RETURN TO:**

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

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

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

All that part of the South Twenty (20) rods of the Northeast Quarter of the Northeast Quarter (NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  ) of Section Thirty-two (32), Township Twenty-seven (27), Range Twenty-two (22), which lies East of the Capital Highway, according to the Government Survey thereof, Dakota, County, Minnesota, except the South 50 feet thereof.

**EXHIBIT B**

**LIST OF DEVELOPMENT PLANS**

<b><u>PLAN</u></b>	<b><u>DATE OF PLAN PREPARATION</u></b>	<b><u>PREPARED BY</u></b>
1.) Grading and Erosion Control Plan	8-26-14 revised 10-10-14 **	Lake and Land Surveying, Inc.
2.) Site Plan	8-26-14 revised 10-10-14 **	Lake and Land Surveying, Inc.

\*\*The above-listed Development Plans were approved by the Assistant City Engineer on July 1, 2015, subject to the notes provided by the Assistant City Engineer on the approved Development Plans.

The Developer is required to address the notes provided by the Assistant City Engineer on the approved Development Plans dated July 1, 2015 prior to any final inspection or issuance of a temporary certificate of occupancy or final certificate of occupancy for the buildings on the Subject Property.

The Development Plans also include compliance by the Developer with the conditions set forth in the following (the "Engineering Memos"):

1. Memo from the Assistant City Engineer dated January 7, 2015 setting forth various conditions related to the Developer Improvements; and
2. E-mail correspondence from the Assistant City Engineer dated July 2, 2015.

The above-referenced Engineering Memos are on file with the City.

**EXHIBIT C**

**DEVELOPER IMPROVEMENTS**

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

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

<b><u>CHECKED</u></b>	<b><u>COMPLETION DATE</u></b>	<b><u>IMPROVEMENT</u></b>
X	before issuance of building permit	general site grading, drainage and erosion control (including drainage swales)
X	before issuance of building permit	storm water facilities
X	before issuance of certificate of occupancy	site curb and pavement
X	before issuance of certificate of occupancy	landscaping / vegetation
X	before issuance of certificate of occupancy	certified as-builts

**EXHIBIT D**

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION OF DEVELOPER IMPROVEMENTS.** Before the Developer begins construction of the Developer Improvements on the Subject Property, all the following conditions must be satisfied:
  - a.) Developer must execute this Improvement Agreement.
  - b.) Developer must execute a Permanent Drainage and Utility Easement for the Subject Property. The form of the easement is subject to the approval of the City Attorney and the Director of PWD.
  
- 2.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A BUILDING PERMIT FOR THE SUBJECT PROPERTY.** Before the City issues a building permit for the Subject Property, all the following conditions must be satisfied:
  - a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
  - b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
  - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
  - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
  - e.) All grading, drainage and erosion control (including drainage swales) must be completed.
  - f.) Final site plans shall be submitted to the City and approved by the City Engineer.
  
- 3.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** Before the City issues a certificate of occupancy for the Subject Property, all of the following conditions must be satisfied:
  - a.) All of the conditions in paragraphs 1 and 2 of this Exhibit D have been met.

- b.) All vegetation associated with the grading, drainage and erosion control must be completed.
  - c.) Certified as-builts shall be submitted to the City.
  - d.) Developer shall have addressed the notes provided by the Assistant City Engineer on the Development Plans approved by the Assistant City Engineer on July 1, 2015.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

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

**DEVELOPER IMPROVEMENTS**

1.)	Grading and Erosion Control	\$4,000
2.)	Site curb and pavement	\$12,000
3.)	Storm Water Facilities	\$4,000
4.)	Landscaping / Vegetation	\$2,500
5.)	As-Built Record Plans	\$1,500
	SUBTOTAL:	\$24,000
	<b><u>MULTIPLIED BY:</u></b>	x 1.25
	<b>EQUALS</b>	<b>\$30,000</b>
	<b><u>ESCROW AMOUNT:</u></b>	<b>\$30,000</b>

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

**Engineering Escrow Amount**

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$4,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

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

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

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

- a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
- b.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

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

- a.) all of the 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 vegetation exceed the initially deposited \$4,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

**PERMANENT UTILITY AND DRAINAGE EASEMENT**  
**DAKOTA COUNTY, MINNESOTA**

**THIS PERMANENT UTILITY AND DRAINAGE EASEMENT** (Easement) is made, granted and conveyed this 13<sup>th</sup> day of July, 2015, between Alan Bebel, a single person (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to him 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 and depicted 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, himself or his 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 himself and his successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that he is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that he has good right to grant and convey the Permanent Easement herein to the City.

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

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator / Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this 13<sup>th</sup> day of July, 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**

*Alan Bebel*

Alan Bebel

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this 7<sup>th</sup> day of July, 2015, before me a Notary Public within and for said County, personally appeared Alan Bebel, a single person, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



*Kim A. Fox*  
\_\_\_\_\_  
Notary Public

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

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

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

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

All that part of the South Twenty (20) rods of the Northeast Quarter of the Northeast Quarter (NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  ) of Section Thirty-two (32), Township Twenty-seven (27), Range Twenty-two (22), which lies East of the Capital Highway, according to the Government Survey thereof, Dakota, County, Minnesota, except the South 50 feet thereof.



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Minnesota Department of Employment and Economic Development Host Community Grant Application**

Meeting Date: July 13, 2015  
Item Type: Consent Agenda  
Contact: Thomas J. Link: 651-450-2546  
Prepared by: Tom Link, Director of Comm. Dev.  
Reviewed by: NA

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider adopting the “Resolution Approving Application to Minnesota Department of Employment and Economic Development for Host Community Grant Funds”, as attached.

**BACKGROUND**

As the City Council is aware, special legislation was passed a couple of years ago that provide the City of Inver Grove Heights with Host Community Grant funds, through the Minnesota Department of Employment and Economic Development (DEED). These grant funds are spread over two years. In 2014, the City was granted \$640,000 to acquire the River Country Cooperative property on Dickman Trail. The City’s application in 2015 is for the remainder amount of \$191,250 to acquire the McPhillips property, adjacent to the River Country Cooperative property.

The application has been submitted and the grant contract signed. DEED is still, however, requiring an “after the fact” resolution supporting the grant application.

**CONCLUSION**

The City Council is to consider adopting the “Resolution Approving Application to Minnesota Department of Employment and Economic Development for Host Community Grant Funds”, as attached.

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

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

**RESOLUTION APPROVING APPLICATION TO MINNESOTA DEPARTMENT OF  
EMPLOYMENT AND ECONOMIC DEVELOPMENT FOR HOST COMMUNITY GRANT  
FUNDS**

**WHEREAS**, the City of Inver Grove Heights is a Host Community under Minnesota Statute §116J.548;

**NOW, THEREFORE, BE IT RESOLVED** that Mayor George Tourville act as the legal Sponsor for the project contained in the Host Community Grant Program submitted on June 29, 2015.

And that Mayor George Tourville is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Inver Grove Heights.

**BE IT FURTHER RESOLVED** that the City of Inver Grove Heights has the legal authority to apply for financial assistance and the institutional, managerial and financial capability to ensure adequate project administration.

**BE IT FURTHER RESOLVED** that the City of Inver Grove Heights has not violated any Federal, State, or Local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice.

**BE IT FURTHER RESOLVED** that upon approval of its application by the State, the City of Inver Grove Heights may enter into an agreement with the State of Minnesota for the above referenced project, and that the City of Inver Grove Heights certified that it will comply with all applicable laws and regulation as stated in all contract agreements.

**NOW, THEREFORE, BE IT FINALLY RESOLVED** that the Mayor and the Clerk are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of July, 2015.

Ayes:

Nays:

SIGNED:

WITNESSED:

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

\_\_\_\_\_  
Joe Lynch, City Clerk

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: July 13, 2015  
 Item Type: Consent Agenda  
 Contact: Joe Lynch, City Administrator  
 Prepared by: Andra Bontrager, GIS Technician  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Request for Council approval to submit a Letter of Intent to participate in a collaborative RFP for committing 1,773,449 kWh of the City facilities electrical usage to Community Solar Garden(s).

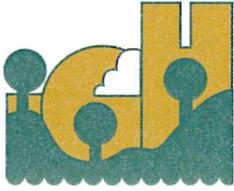
**SUMMARY**

The City of Inver Grove Heights wants to submit a Letter of Intent (LOI) to participate in a collaborative RFP, in conjunction with other local government entities, to subscribe to Community Solar Gardens (CSG). Approval of a LOI does not bind the City to sign any specific subscription agreements or otherwise commit financial resources to a community solar garden project. Nor does submitting this LOI prevent us from soliciting for CSG subscriptions alone or with other entities.

The intent of the LOI is to clearly state our desire to subscribe to one or more CSG's dependent on the terms and conditions of the proposals received as a result of the *Request for Proposals for Community Solar Garden Subscription Agreements* being issued by the Metropolitan Council in July, 2015.

Our staff has reviewed various materials and resources regarding CSGs, and has reviewed the electrical loads of our facilities. The LOI states our potential commitment of approximately 23% of City's current Xcel electrical usage (load of 1,773,449 kWh) toward this collaboration. This current 23% load commitment is estimated to be equal to 30% of the City's future electrical load, having given consideration of potential energy efficiency improvements for the city facilities. The attached table provides a summary of the City's current facility electrical loads for potential commitment to a CSG.

This non-binding commitment will enable us to procure 7 lottery tickets from the pool of proposals that we can agree to or pass on upon reviewing the proposed CSG contract.



# City of Inver Grove Heights

[www.ci.inver-grove-heights.mn.us](http://www.ci.inver-grove-heights.mn.us)

July 14, 2015

Mr. Jason Willett  
Metropolitan Council Environmental Services  
390 North Robert Street, St. Paul, MN 55101  
[jason.willett@metc.state.mn.us](mailto:jason.willett@metc.state.mn.us)

RE: Governmental Solar Subscriber Collaborative

Dear Mr. Willett:

We understand the Metropolitan Council intends to issue a Request for Proposal to find business(es) to develop community solar gardens to which interested government entities can subscribe.

The City of Inver Grove Heights wants to pursue this opportunity in conjunction with other local government entities. Our staff has reviewed various materials and resources regarding CSGs, and has reviewed the electrical loads of our facilities. In order to participate in a collaborative and expeditious manner, we agree to abide by the Metropolitan Council's procurement processes, to the allotment process between governments, to the evaluation panel make-up, and understand that we will not be able to negotiate (but just accept or decline) these opportunities. We agree to not hold the Metropolitan Council, the other participating governments or the Great Plains Institute liable for their good faith efforts in this program.

Overall, we have concluded that there is value in this program and therefore, we intend to participate in subscriptions that become available as part of the Metropolitan Council's *Request for Proposals for CSG Subscription Agreements* slated to occur in July, 2015. Attached to this letter is a list of facilities we intend to involve in the purchase of Community Solar Garden subscriptions - if the price and terms of the subscription agreements meet our goals and objectives. In total, this is a commitment not to exceed 1,773,449 kWh.

This letter does not bind Inver Grove Heights to sign any specific subscription agreements or otherwise commit financial resources to a community solar garden project. Nor does submitting this letter to you prevent us from soliciting for CSG subscriptions alone or with other entities. The intent of this letter is to clearly state our desire to subscribe to one or more community solar gardens dependent on the terms and conditions of the proposals received as a result of the *Request for Proposals for Community Solar Garden Subscription Agreements* being issued by the Metropolitan Council in June or July, 2015.

We encourage the Metropolitan Council to continue to take a leadership role on CSG projects so that Inver Grove Heights along with other local government entities can participate in the financially responsible and environmentally preferable attributes of solar energy and share those benefits with its residents and businesses.

Together, by leveraging the strength of local government entities, we can reduce carbon emissions and improve the overall quality of life for metro area residents and businesses.

Sincerely

Joseph Lynch  
City Administrator

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



## City of Inver Grove Heights - Solar Garden Subscription Potential Commitment

July 14, 2015

	Premise	Rate	2015	2013	2014	2 Year Average
	Numbers	Code	Rate	Electric (kWh)	Electric (kWh)	Electric (kWh)
Public Works Building	302997583	A14	0.09914	136,640	130,160	133,400
Public Works Cold Storage	302859755	A14	0.09914	46,960	57,680	52,320
<b>Public Works Total</b>				<b>183,600</b>	<b>187,840</b>	<b>185,720</b>
<b>City Hall</b>	304203411	A14	0.09914	<b>1,050,600</b>	<b>978,900</b>	<b>1,014,750</b>
Inver Wood Club House	303516803	A14	0.09914	76,207	77,656	76,932
Inver Wood Comfort Station	303031439	A10	0.12431	8,400	7,041	7,721
Inver Wood Irrigation	303373300	A14	0.09914	91,790	75,440	83,615
Inver Wood Practice Center	303123945	A14	0.09914	12,816	13,823	13,320
Inver Wood Shelter #5	302653657	A10	0.12431	693	685	689
<b>Inver Wood Total</b>				<b>189,906</b>	<b>174,645</b>	<b>182,276</b>
South Valley	303566006	A10	0.12431	12,802	22,188	17,495
Oakwood	303044933	A10	0.12431	15,003	14,544	14,774
Lions	303887617	A10	0.12431	1,901	1,307	1,604
Groveland	303247678	A10	0.12431	7,443	7,903	7,673
Simley Island Fountains	302414955	A10	0.12431	21,190	48,806	34,998
Skyview	302249266	A14	0.09914	18,372	19,384	18,878
<b>Park Buildings Total</b>				<b>76,711</b>	<b>114,132</b>	<b>95,422</b>
Fire Station 1	302196904	A14	0.09914	80,880	73,160	77,020
Fire Station 3	303761959	A14	0.09914	73,704	74,299	74,002
<b>Fire Total</b>				<b>154,584</b>	<b>147,459</b>	<b>151,022</b>
<b>Others:</b>						
Traffic Signal - S Robert	302297548	A16	0.12431	8,760	8,717	8,739
Traffic Signal & Lights - Upper 55th	302332209	A10	0.12431	10,075	10,075	10,075
Festoon/Receptacles - Cahill	302436179	A10	0.12431	7,298	13,792	10,545
Street Lights - 80th	302457459	A10	0.12431	220	221	221
Traffic Signal - S Robert	303153647	A16	0.12431	15,445	14,887	15,166
Traffic Signal & Lights - Blaine	303344522	A10	0.12431	13,240	11,825	12,533
Traffic Signal - 80th	303636635	A10	0.12431	82	51	67
Street Light - 70th Street at NV Park	304110883	A10	0.12431	16,404	9,742	13,073
Traffic Signal - 117th St	302926555	A16	0.12431	3,034	3,134	3,084
Street Lights - Simley Lake	303250242	A10	0.12431	3,193	3,199	3,196
Traffic Signal - 117th St/52	303334615	A10	0.12431	2,858	3,161	3,010
Traffic Signal & Lights - 117th	303704312	A10	0.12431	2,804	2,839	2,822
Traffic Signal - Upper 55th	303769300	A10	0.12431	9,279	8,887	9,083
Traffic Signal & Lights - 68th St	304153692	A10	0.12431	3,715	2,141	2,928
Traffic Signal & Lights - 68th St	304153693	A10	0.12431	167	152	160
Traffic Signal & Lights - S Robert	304195197	A10	0.12431	33,631	38,072	35,852
Traffic Signal & Lights - 66th St	304226356	A34	0.09914	11,938	13,032	12,485
Traffic Signal & Lights - Asher Ave	304408100	A10	0.12431		1,225	1,225
<b>Street Light Total</b>				<b>142,143</b>	<b>145,152</b>	<b>144,260</b>
<b>City Total</b>				<b>1,797,544</b>	<b>1,748,128</b>	<b>1,773,449</b>

### Rate Key

Small General Service	A10	0.12431
General Service	A14	0.09914
General Service Time of Day	A15	0.09914
Small General Time of Day	A16	0.12431
Peak Control Tiered	A23	0.09914
Street lighting energy - metered	A34	0.09914
Small municipal pumping	A40	0.12431
Municipal pumping	A41	0.09914

<b>Submitted load</b>	<b>1,773,449 kWh</b>
<b>Lottery tickets in pool</b>	<b>7</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Purchase of Park & Recreation Software**

Meeting Date: July 13, 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**

Reconsider Council action from June 8<sup>th</sup> meeting to purchase Park and Recreation Software from Vermont Systems in the amount of \$76,337 by making a motion to cancel the purchase. (no contract was signed)

Approve purchase of Park and Recreation Software from Maximum Solutions in the amount of \$23,600 and establish an overall budget of \$25,000. Funding is provided by the 2015 Recreation Budget (\$10,000) and the 2015 VMCC Budget (\$15,000). The purchase includes software, on-site training, 1-year of data storage and 1-year of annual maintenance fees.

**SUMMARY**

At your Monday, June 8<sup>th</sup> Council meeting you approved the purchase of new Parks & Recreation software from Vermont Systems. It was our understanding that the quote provided by Vermont Systems was a hosted, web-based solution. When reviewing the contract with Vermont Systems we identified some language issues and after further discussions with officials from Vermont Systems determined that the quoted fees did not include hosting of the data base. Vermont Systems has amended their quote to include hosting services but it adds \$18,000 annually to the cost of the Vermont Systems product. Given this new information staff feels the purchase of the Vermont Systems software is not a good business decision.

We still need to move forward with a hosted web-based solution prior to the end of the year. It is recommended that we move forward with Maximum Solutions (Max Galaxy).

Software Costs:

	<b>Maximum Solutions (Max Galaxy)</b>	<b>Vermont Systems (RecTrac)</b>
Software	\$3,500	\$49,364
Training	\$6,000	\$18,765
Annual Maintenance	\$14,100	\$8,208
Annual Data Storage	Included in annual maintenance	\$18,000
<b>Total</b>	<b>\$23,600</b>	<b>\$94,337</b>

The 7-year investment to own each product, assuming no inflationary increases would be as follows:

	<b>Maximum Solutions (Max Galaxy)</b>	<b>Vermont Systems (RecTrac)</b>
7-year cost	\$108,200	\$251,585
7-year annual average	\$15,457	\$35,941

**AGENDA ITEM \_\_\_\_\_**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**SCHEDULE PUBLIC HEARING**

Meeting Date: July 13, 2015  
Item Type: Consent  
Contact: Joe Lynch, City Administrator  
Prepared by: Michelle Calvert, City Government Intern  
Reviewed by: n/a

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule public hearing on July 27, 2015 at 7:00 p.m. to consider the changes to the Bow Hunting Ordinance #1162, Subsection D, as well as consider the proposed changes to the Bow Hunting Area Map.

**SUMMARY:**

Consideration for changes to the ordinance and to the bow hunting area map, as a result of concern for public safety, as well as needing to know how many individuals currently hunt within city limits.

**AGENDA ITEM \_\_\_\_\_**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**SCHEDULE PUBLIC HEARING**

Meeting Date: July 13, 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:**

Schedule public hearing on July 27, 2015 at 7:00 p.m. to consider the City of Inver Grove Heights and Inver Wood Golf Course for an On-Sale/Sunday Intoxicating Liquor License for the premises 1850 70<sup>th</sup> Street East.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

Meeting Date: July 13, 2015  
Item Type: Consent  
Contact:  
Prepared by: Joe Lynch  
Reviewed by:

**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**

Council is asked to approve the settlement proposal with Shaw Lundquist for the remaining item on the outstanding punch list for completion of the City Hall Project.

**SUMMARY**

The City has been holding money for covering any costs related to the last item on the Punch list for completion of the City Hall Project. At this time I am recommending acceptance of the enclosed agreement with Shaw Lundquist for completion and settlement of those issues know to us at this time.

Shaw Lundquist had been asked to fix the outside lobby entrance door in the Public Safety portion of the building. Staff had discovered a leak due to high volume and high wind driven precipitation. There was a large puddle of water that would accumulate after such events. The City hired a building intrusion investigative team to determine the source of the problem, after SLA claimed that they had addressed and taken care of the problem, only to have it reappear again. The consultant hired determined that the leak was the result of lack of threshold seals and proper caulking in and around the door jambs. The costs of the investigation is the same costs as the amount of retainage the City is holding because we knew that there was one remaining problem not addressed and fixed by the contractor.

Shaw Lundquist has fixed the leak and no evidence has been found of a similar nature since the beginning of the year and we have had some significant rain events with enough volume to determine that the fix has worked.

At this time I recommend that we accept the settlement agreement with SLA for the door leak.

## SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and mutual release (“Agreement”) is made and entered into this 30<sup>th</sup> day of June, 2015, by, between and among the City of Inver Grove Heights, Minnesota municipal corporation (“City”) and Shaw-Lundquist and Associates, Inc., a Minnesota corporation (“SLA”).

### RECITALS

*Whereas*, the City filed a Demand for Arbitration against SLA and BKV with the American Arbitration Association, entitled: *Inver Grove Heights v. Shaw-Lundquist Associates, Inc., (AAA File Number 65 1101 04 12 and Inver Grove Heights v BKV Group, Inc., AAA File Number 65 441 E 12 13*(collectively referred to herein as the “Actions”). The Actions arise out of the design and construction of the Public Safety Addition and City Hall Renovation located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota (the “Project”). The City commenced the Actions to recover damages from SLA and the project architect, BKV, for breach of contract, construction delays, negligence or otherwise wrongful conduct relating to the following portions of the Project:

- The aggregate mix-polished concrete floor slab at the City Hall (the “Floor”);
- The bio-retention basin/pond located immediately to the south of City Hall (the “Pond”);
- The final contract balances due to BKV or SLA from the City, or to the City, including, but not limited to, any claimed extra services, offsets, liquidated damages, or change orders (the “Contract Claims”); and
- The installation and placement of asphalt paving in the parking lot on the east side of City Hall (the “Parking Lot”).

*Whereas*, SLA and BKV denied liability to the City and asserted counterclaims seeking to recover amounts claimed as due under their respective contracts for the design or construction of

the Project, including claims for additional services, additional change orders or other modifications to the original contract amounts;

*Whereas*, the City, SLA and BKV reached a Settlement Agreement and Release on April 8, 2013 and pursuant to the April 8, 2013 Settlement Agreement and Release, the City and SLA agreed to reserve all claims and defenses relating to the Parking Lot and other punch list items on the Project, including a door leak. The City and SLA agreed that the City would retain the final \$75,000 in retainage otherwise due under its contract with SLA pending resolution of the Parking Lot claims and punch list items including a door leak during hard rains at a north, ground level exit installed for the Project.

*Whereas*, Exhibit A to the April 8, 2013 Settlement Agreement and Release listed the remaining punch list items, including the door leak, that together with the Parking Lot dispute, were the issues outstanding between the City and SLA to close out the Project work.

*Whereas*, the City and SLA arbitrated Parking Lot claims on January 27, 2015. The arbitration award required, among other things, that the City pay SLA \$64,502.38 of the \$75,000 due under its contract, leaving a balance due of \$10,497.62 to SLA upon completion of the punch list items. The Parties agree that the City has paid SLA pursuant to the arbitration award. The parties further agree that SLA has satisfactorily completed the remaining punch list items.

*Whereas*, the City incurred \$10,633.13 in costs investigating the cause of the recurring window/door leak. SLA has now repaired the door leak to the satisfaction of the City and the City has asserted that SLA is responsible for the investigation costs. SLA has disputed that assertion; and

*Whereas*, all other punch list items on Exhibit A to the April 8, 2013 Settlement Agreement have been satisfactorily completed by SLA and the Parties now seek to memorialize their settlement concerning the City investigation costs on the door leak and remaining retainage.

*NOW THEREFORE*, for good and valuable consideration, the Parties covenant and agree on the following terms in final settlement of the remaining issue in the Actions:

1. SLA agrees to release the remaining Project retainage of \$10,497.62 to the City without further claim by SLA.
2. The City agrees to waive its claim for costs of \$10,633.13 against SLA.
3. In consideration of the Parties' agreement to pay and/or accept the sums described above, the sufficiency of which is hereby acknowledged, and except as otherwise provided herein, the City and SLA hereby mutually release and forever discharge each other, and each other's respective insurers, successors, parent companies, affiliates, assigns, agents, employees, subcontractors, subconsultants, suppliers, dealers and distributors, and the officers, directors, elected officials, and members of each from any and all claims that were made, or could have been made of whatever kind or nature that are in any way connected with the design, installation, construction, materials, equipment, or repair of the window/door leak issue as more fully described in Exhibit A attached to the April 8, 2013 Settlement Agreement and Release. (collectively referred to as the "Released Claims").
4. The City and SLA understand and expressly agree that the Released Claims include all unknown damages and consequences on account of or because of any claims asserted or that could have been asserted with regard to the window/door leak issue, regardless of whether such damages or consequences occur in the future.

5. It is understood and agreed that the purpose, intent and legal effect of this Agreement is to extinguish the entire liability of SLA and the City, between and among each other for the Released Claims and to bar forever any recovery by way of subrogation, indemnity, contribution or any other claim against any party by any other party to this Agreement or any third party regarding the Released Claims. If any party to this Agreement makes any claim against a third person who is not a party to this Agreement, which claim is related to or arises out of the Released Claims, then the party making such claims shall to the fullest extent permitted by law indemnify, defend and hold harmless the other parties to this Agreement from any claims for contribution, indemnity, subrogation or other reimbursement of such third party.
6. Except as set forth above with regard to the Released Claims and the terms provided in the April 8, 2013 Settlement Agreement and Release, this release does not apply to future unrelated claims that may arise due to unknown construction or design defects. This Release does not include any claims for faulty construction or design or warranties unrelated to the Released Claims, all such claims are reserved. The City represents that as of the date of this Agreement, it is not aware of any construction defects or claims that may arise due to construction or design defects with regard to the Project.
7. The Parties will each bear their own attorney's fees and other legal costs.
8. Payments made or received are not an admission of liability.
9. The Parties will cooperate fully and execute all supplementary documents and will take all additional actions as may be reasonably required to close out the Project contracts and otherwise effectuate the purpose and intent of this Settlement Agreement and Release.

10. The Parties may execute this Agreement separately, and each separately signed document shall be deemed an original regardless of the date of its execution and delivery, and these counterparts together shall be one and the same.
11. This Agreement is the entire agreement between the parties relating to settlement of the claims existing between them as of this date; supersedes any prior or contemporaneous oral or written discussions, negotiations, and/or commitments between the parties regarding these claims; and can be amended only in a writing signed by all settling parties. The original contract between the City and SLA or the City and BKV, subject to modifications contained in this Agreement, shall remain in full force and effect.
12. By their signatures below the undersigned each represent that they have carefully read this document, know and understand the terms and effect hereof, have fully discussed the terms and effect of this document with their attorneys or clients, have authority to enter into this Agreement, and have signed this Settlement Agreement and Release as their free and considered act.
13. Releases do not apply to claims regarding enforcement of this Settlement Agreement and Release.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

SHAW LUNDQUIST AND ASSOCIATES, INC.

By *John C. Sperry*  
Its *Controller*

CITY OF INVER GROVE HEIGHTS

By \_\_\_\_\_

Its Mayor

By \_\_\_\_\_

Its City Clerk

SHAW LUNDQUIST AND ASSOCIATES, INC.

By   
Its Controller

AGENDA ITEM \_\_\_\_\_

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

---

PERSONNEL ACTIONS

Meeting Date: July 13, 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: Kids Rock – Paula Egging, Aquatics Joseph Mansour, Cole Phares.

Please confirm the seasonal/temporary termination of employment of: Recreation – Daniel Eddy, Joshua Ennis, Joshua Fischer, Jacob Hiti, Lukas Johnson, Kallie Krech, Matthew LaBarre, Geno Mazzali, Kenneth McLean, Samuel Morisset, Cole O'Brien, Heather Smka, John Sticha, Joshua Stidham, Logan Tschida, Fitness – Carol Huseman, Lloyd Jones, Amara Biebert, Brea Biebert, Kelly Geiger, Brittany McArdell, Jeff Rank, Lindsay Tietz, Aquatics – Carisa Brown, Nakia McCarron, Shelby Habeck, Leah Forrest.

Please confirm the employment of: Michelle Tesser, City Clerk, Katrina Lee, Sr. Office Support, Police.

# Memo

**To:** Joe Lynch, City of Inver Grove Heights  
**From:** Steve Apfelbacher, Jessica Cook, and Jason Aarsvold  
**Date:** July 8, 2015  
**Subject:** Public Hearing on Street Reconstruction and Overlay Plan

---

On July 13, 2015 the City Council is holding a public hearing to consider approval of a Five-Year Street Reconstruction and Overlay Plan (SROP). The plan lays out the street reconstruction and realignments that the City intends to accomplish over the next five years and, once adopted, provides authority under state law to issue general obligation bonds to finance the projects listed in the SROP.

## **Project Background**

In April of 2015 the Council began discussing the need to finance the city's portion of the costs to realign Argenta Trail. One option for financing the project is to issue Street Reconstruction Bonds. Under *Minnesota Statutes*, Section 475.58, Subdivision 3b the City may issue general obligation debt for certain street reconstruction and realignment projects without the need for assessments or a bond election. Pursuant to the statute:

- The City may only issue bonds for projects that are included in a five year Street Reconstruction and Overlay Plan (SROP).
- Approval of the SROP and 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 votes cast 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.
- The SROP authorizes the City to issue debt to finance the projects within the plan, but does not require the issuance of the debt. Separate action must be taken prior to any particular bond issue in order to proceed with the sale of the bonds.

In April of 2015 Council directed staff and consultants to prepare an SROP for their consideration. A proposed plan is attached to this memo. The plan lists projects with total costs, including costs of issuance, of \$27 million. Bond counsel has determined that the proposed financing in any given year of the SROP may be adjusted if construction schedules change, but the total amount of debt issued pursuant to the SROP may not exceed \$27 million.



### Proposed 2015 SROP Bonds

The draft SROP contemplates issuing \$5,405,000 in SROP bonds in 2015 to finance the following projects:

- City portion of Dakota County's realignment of Argenta Trail (Project 2014-11)
- City portion of land acquisition for Dakota County's reconstruction of 70<sup>th</sup> Street from Eagan to TH 3 (Project 2015-08)

The bonds will be repaid with a property tax levy. The estimated tax impact for sample residential and commercial properties is in the chart below.

Sample Properties		Annual Tax Impact of 2015 SROP Bonds
Type	Market Value	
Residential Homestead	\$180,500 (Mean)	\$26
Residential Homestead	\$214,600 (Median)	\$32
Commercial	\$583,200	\$110
Commercial	\$3,080,000	\$616

### Next Steps

The Council will consider approval of the SROP and issuance of the 2015 street reconstruction bonds according to the following schedule:

Date	Council Action
7/13/2015	City Council holds Public Hearing on Bonds and on SROP and adopts a resolution giving preliminary approval for their issuance and approving a Street Reconstruction and Overlay Plan by unanimous vote of its membership present.
7/27/2015	City Council calls for sale of the 2015A SROP Bonds.
8/24/2015	City Council accepts offer for Bonds and adopts Resolution- Approving sale of Bonds.

A draft SROP and a resolution adopting the plan are attached.

2015 through 2019

Five-Year Street Reconstruction and Overlay Plan for the

City of Inver Grove Heights, Minnesota

July 13, 2015

DRAFT for Public Hearing

Prepared by:

Ehlers & Associates, Inc.  
3060 Centre Pointe Drive  
Roseville, MN 55113



**EHLERS**  
& ASSOCIATES INC

## Table of Contents

---

I.	INTRODUCTION .....	3
II.	PURPOSE.....	3
III.	THE STREET RECONSTRUCTION AND OVERLAY PLANNING PROCESS .....	4
IV.	PROJECT SUMMARY.....	5
V.	FINANCING THE STREET RECONSTRUCTION AND OVERLAY PLAN.....	6
	PROJECT COSTS .....	APPENDIX A
	PROPOSED SROP BOND ISSUES.....	APPENDIX B
	PRE-SALE SCHEDULE.....	APPENDIX C
	RESOLUTIONS/NOTICE OF PUBLIC HEARING .....	APPENDIX D

# City of Inver Grove Heights

## Five-Year Street Reconstruction and Overlay Plan

2015 through 2019

### I. INTRODUCTION

In 2002, the Minnesota State Legislature passed into law a bill which generally exempts city bonds issued under a street reconstruction program from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction program.

### II. PURPOSE

Street reconstruction or bituminous overlay is a major expenditure of city funds for the reconstruction or overlay of streets. Street reconstruction and bituminous overlay may include utility replacement and relocation and other incidental costs, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and local share of state and county road projects, street reconstruction does not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed. A Street Reconstruction and Overlay Plan (SROP) is a document designed to anticipate street reconstruction and overlay expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost effective method possible. A SROP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the city considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Inver Grove Heights, Minnesota (the “City”) believes the street reconstruction and overlay process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. In these financially difficult times good planning is essential for the wise use of limited financial resources.

The SROP is designed to be updated on an annual basis. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

### **III. THE STREET RECONSTRUCTION AND OVERLAY PLANNING PROCESS**

The street reconstruction and overlay planning process is as follows; the City Council authorizes the preparation of the SROP. The City staff is instructed to assemble the capital expenditures to be undertaken within the next five years. The City Council then reviews the expenditures according to their priority. From this information, a preliminary SROP is prepared. A public hearing is held to solicit input from citizens and other governmental units. Changes are made based on that input, and a final project list is established.

The City Council then prepares a plan based on the available funding sources. If general obligation bonding is necessary, the City works with its financial advisor to prepare a bond sale and repayment schedule. Over the life of the SROP, once the funding, including proceeds from the bond sales becomes available, the individual capital expenditures can be made.

In subsequent years, the process is repeated as expenditures are completed or as new needs arise. Street reconstruction planning looks five years into the future.

For a city to use its authority to finance expenditures under Chapter 475.58, Subdivision 3b, it must meet the requirements provided therein. Specifically, the city council must approve the sale of street reconstruction bonds by a unanimous vote of its membership present. In addition, it must hold a public hearing for public input. Notice of such hearing must be published in the official newspaper of the city at least 10, but not more than 28 days prior to the date of the public hearing. The city council approves the SROP unanimously following the public hearing.

Although a referendum is not required, voters may petition for a referendum. If a petition bearing the signatures of at least 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the municipal clerk within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be called before SROP bonds may be issued. If a vote is taken and the referendum passes, the taxes would be levied on market value rather than tax capacity.

## **IV. PROJECT SUMMARY**

The expenditures to be undertaken with this SROP are limited to those listed in Appendix A and further described in this section. All other foreseeable capital expenditures within the City government will come through other means. The following expenditures have been submitted for inclusion in this SROP, and are expected to be incurred according to the following schedule, subject to changes in construction timing and project financing:

### **2015 Expenditures**

- Project 2014-11 – Funding for the city’s portion of the county’s reconstruction and realignment of Argenta Trail north and south of Trunk Highway 55
- Project 2015-08 – Funding for the city’s portion of the county’s reconstruction of 70<sup>th</sup> Street from Eagan border to Trunk Highway 3

### **2016 Expenditures**

- Project 2009-06 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of Akron Avenue from Cliff Road to Rosemount border
- Project 2014-11 – Funding for the city’s portion of the county’s reconstruction and realignment of Argenta Trail north and south of Trunk Highway 55
- Project 2016-02 – Funding for the city’s portion of the county’s reconstruction and realignment of Argenta Trail north of Amana Trail
- Project 2016-09D – 60<sup>th</sup> Street Neighborhood - street reconstruction

### **2017 Expenditures**

- Project 2014-11 – Funding for the city’s portion of the county’s reconstruction and realignment of Argenta Trail north and south of Trunk Highway 55
- Project 2009-25 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of 70<sup>th</sup> Street at the Trunk Highway 3 - roundabout
- Project 2015-01 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of 117<sup>th</sup> Street from Trunk Highway 52 to Rich Valley Boulevard
- Project 2009-06 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of Akron Avenue from Cliff Road to Rosemount border
- Project 2018-09D – 50<sup>th</sup> Street – East Neighborhood - street reconstruction

## **2018 Expenditures**

- Project 2009-25 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of 70<sup>th</sup> Street at the Trunk Highway 3 - roundabout
- Project 2015-01 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of 117<sup>th</sup> Street from Trunk Highway 52 to Rich Valley Boulevard
- Project 2015-09D – Broderick Boulevard reconstruction

## **2019 Expenditures**

- Project 2020-09D –50<sup>th</sup> Street West Neighborhood and Ann Marie Trail Neighborhood - street reconstruction

## **V. FINANCING THE STREET RECONSTRUCTION AND OVERLAY PLAN**

The total amount of requested expenditures under the SROP is \$31,193,600. If these expenditures are to be funded, that amount of money is anticipated to be generated through the tax levy (pavement management funds) and the sale of up to \$27,000,000 in bonds over the five-year period.

In the financing of the SROP, one statutory limitation applies. Under Chapter 475, with few exceptions, cities cannot incur debt in excess of 3% of the assessor’s estimated market value (EMV) for the city. In the City the EMV for taxes payable in 2015 is \$3,005,516,326. Therefore, the total amount of outstanding debt cannot exceed \$90,165,490. As of July 1, 2015 the City had \$9,285,151 of outstanding debt subject to the legal debt limit.

In order to finance the expenditures set forth in section IV, the city expects to issue bonds according to the following schedule, which is subject to changes in construction timing and project financing needs.

Under the SROP, the City anticipates issuing \$5,405,000 in general obligation bonds in the year 2015 to finance the following projects:

- Project 2014-11 – Funding for the city’s portion of the county’s reconstruction and realignment of Argenta Trail north and south of Trunk Highway 55 (2015 and 2016 costs associated with this project)
- Project 2015-08 – Funding for the city’s portion of the county’s reconstruction of 70th Street from Eagan border to Trunk Highway 3
- Project 2016-02 – Funding for the city’s portion of the county’s reconstruction and realignment of Argenta Trail north of Amana Trail

In the year 2016, the city anticipates using \$1,200,000 in pavement management funds and issuing general obligation bonds in an amount up to \$2,810,000 for the following projects:

- Project 2009-06 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of Akron Avenue from Cliff Road to Rosemount border
- Project 2016-09D – 60<sup>th</sup> Street Neighborhood - street reconstruction

In 2017, the city anticipates using \$1,200,000 in pavement management funds and issuing general obligation bonds in an amount up to \$5,520,000 to finance the following improvements:

- Project 2014-11 – Funding for the city’s portion of the county’s reconstruction and realignment of Argenta Trail north and south of Trunk Highway 55
- Project 2009-25 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of 70<sup>th</sup> Street at the Trunk Highway 3 - roundabout
- Project 2015-01 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of 117<sup>th</sup> Street from Trunk Highway 52 to Rich Valley Boulevard
- Project 2009-06 – Funding for the city’s portion of the county’s reconstruction of Akron Avenue from Cliff Road to Rosemount border
- Project 2018-09D – 50<sup>th</sup> Street – East Neighborhood - street reconstruction

In 2018, the city anticipates using \$1,200,000 in pavement management funds and issuing general obligation bonds in an amount up to \$7,865,000 to finance the following improvements:

- Project 2009-25 – Funding for the city’s portion of the county’s reconstruction of 70th Street at the Trunk Highway 3 - roundabout
- Project 2015-01 – Funding for the city’s portion of the county’s right-of-way acquisition and reconstruction of 117<sup>th</sup> Street from Trunk Highway 52 to Rich Valley Boulevard
- Project 2015-09D – Broderick Boulevard reconstruction

In 2019, the city anticipates using \$1,200,000 in pavement management funds and issuing general obligation bonds in an amount up to \$5,400,000 to finance the following improvements:

- Project 2020-09D –50<sup>th</sup> Street – West Neighborhood and Ann Marie Trail Neighborhood - street reconstruction.

The City anticipated that each general obligation bond issue will be repaid over an approximately 15-year period commencing upon the date of issuance. The par amount of each issue is estimated based on the amounts listed in Appendix A plus estimated issuance costs. The proposed general obligation street reconstruction bonds (including issuance costs) are shown in Appendix B.

### **Continuation of the Street Reconstruction and Overlay Plan**

This SROP should be reviewed annually by the City Council using the process outlined in this Plan. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this Plan.

## APPENDIX A

### PROJECT COSTS

#### (Capital Expenditures to be funded with Bond Proceeds)

The total capital expenditures anticipated for the City’s 2015 to 2019 SROP are displayed in the table below. The city anticipates total expenditures of \$31,193,600 to fully fund the projects identified in the plan. These projects will be paid for through a combination of the city’s pavement management funds and the issuance of debt. The amounts in the table below are based on current project assumptions and market conditions and are subject to change. While the city anticipates issuing bonds according to the schedule below, construction timing and project financing needs may necessitate an adjustment to this schedule.

Year	City Project No.	Estimated Cost	PM Funds	Bond Issue - Deposit to Construction Fund	Par Amount of Bonds by Year w/ Cost of Issuance
2015	2014-11 (Argenta Trail @ TH 55)	\$2,425,000 (city portion of county project)	0	\$2,425,000	\$5,405,000
2015	2015-08 (70th St., Eagan to TH 3)	\$250,000 (city portion of county project)	0	\$250,000	
2016	2014-11 (Argenta Trail @ TH 55)	\$2,470,000 (city portion of county project)	0	\$2,470,000 Inc. in 2015 bonds	\$2,810,000
2016	2009-06 (Akron Ave., Cliff Rd. to Rsmt)	\$225,400 (city portion of county project)	0	\$225,400	
2016	2016-09D (60th St Neighborhood Recon.)	\$3,705,800 (Reconstruction)	\$1,200,000	\$2,505,800	
2016	2016-02 (Argenta Trl., N. of Amana Trl.)	\$140,000 (city portion of county project)	0	\$140,000 Inc. in 2015 bonds	
2017	2014-11 (Argenta Trail @ TH 55)	\$2,350,000 (city portion of county project)	0	\$2,350,000	\$5,520,000
2017	2009-25 (70th St. @ TH 3 Roundabout)	\$410,900 (city portion of county project)	0	\$410,900	
2017	2015-01 (117th St, TH 52 to Rich Valley Blvd.)	\$900,000 (city portion of county project)	0	\$900,000	
2017	2009-06 (Akron Ave., Cliff Rd. to Rsmt.)	\$765,300 (city portion of county project)	0	\$765,300	
2017	2018-09D (50th St. - East Neighborhood Recon.)	\$2,169,200 (city portion of county project)	\$1,200,000	\$969,200	
2018	2009-25 (70th St. @ TH 3 Roundabout)	\$225,000 (city portion of county project)	0	\$225,000	\$7,865,000
2018	2015-01 (117th St., TH 52 to Rich Valley Blvd.)	\$3,600,000 (city portion of county project)	0	\$3,600,000	
2018	2015-09D (Broderick Blvd. Recon.)	\$5,077,800 (Reconstruction)	\$1,200,000	\$3,877,800	
2019	2020-09D (50th St. - West Neighborhood Recon.) (Ann Marie Trl. Neighborhood Recon.)	\$6,479,200 (Reconstruction)	\$1,200,000	\$5,279,200	\$5,400,000
<b>Total</b>		<b>\$31,193,600</b>	<b>\$4,800,000</b>	<b>\$26,393,600</b>	<b>\$27,000,000</b>

**PROPOSED 2015 SROP BOND ISSUE**

**City of Inver Grove Heights, Minnesota**

\$5,405,000 General Obligation Street Reconstruction Bonds, Series 2015

Assumes Current Market Non-BQ AA Rates plus 25bps

15 Years

**Sources & Uses**

Dated 09/01/2015 | Delivered 09/01/2015

**Sources Of Funds**

Par Amount of Bonds	\$5,405,000.00
<b>Total Sources</b>	<b>\$5,405,000.00</b>

**Uses Of Funds**

Total Underwriter's Discount (1.200%)	64,860.00
Costs of Issuance	55,000.00
Deposit to Project Construction Fund	5,285,000.00
Rounding Amount	140.00
<b>Total Uses</b>	<b>\$5,405,000.00</b>

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2016	-	-	-	-	-
02/01/2017	245,000.00	1.100%	222,455.63	467,455.63	490,828.41
02/01/2018	315,000.00	1.550%	154,332.50	469,332.50	492,799.13
02/01/2019	320,000.00	1.750%	149,450.00	469,450.00	492,922.50
02/01/2020	325,000.00	1.950%	143,850.00	468,850.00	492,292.50
02/01/2021	330,000.00	2.250%	137,512.50	467,512.50	490,888.13
02/01/2022	335,000.00	2.350%	130,087.50	465,087.50	488,341.88
02/01/2023	345,000.00	2.650%	122,215.00	467,215.00	490,575.75
02/01/2024	355,000.00	2.900%	113,072.50	468,072.50	491,476.13
02/01/2025	365,000.00	3.100%	102,777.50	467,777.50	491,166.38
02/01/2026	375,000.00	3.400%	91,462.50	466,462.50	489,785.63
02/01/2027	390,000.00	3.550%	78,712.50	468,712.50	492,148.13
02/01/2028	405,000.00	3.650%	64,867.50	469,867.50	493,360.88
02/01/2029	415,000.00	3.750%	50,085.00	465,085.00	488,339.25
02/01/2030	435,000.00	3.850%	34,522.50	469,522.50	492,998.63
02/01/2031	450,000.00	3.950%	17,775.00	467,775.00	491,163.75
<b>Total</b>	<b>\$5,405,000.00</b>	<b>-</b>	<b>\$1,613,178.13</b>	<b>\$7,018,178.13</b>	<b>\$7,369,087.04</b>

# PROPOSED 2016 SROP BOND ISSUE

## City of Inver Grove Heights, Minnesota

\$2,810,000 General Obligation Street Reconstruction Bonds, Series 2016

Assumes Current Market BQ AA Rates plus 50bps

15 Years

### Sources & Uses

Dated 09/01/2016 | Delivered 09/01/2016

#### Sources Of Funds

Par Amount of Bonds	\$2,810,000.00
<b>Total Sources</b>	<b>\$2,810,000.00</b>

#### Uses Of Funds

Total Underwriter's Discount (1.200%)	33,720.00
Costs of Issuance	42,000.00
Deposit to Project Construction Fund	2,731,200.00
Rounding Amount	3,080.00
<b>Total Uses</b>	<b>\$2,810,000.00</b>

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2017	-	-	-	-	-
02/01/2018	130,000.00	1.250%	105,987.92	235,987.92	247,787.32
02/01/2019	165,000.00	1.600%	73,190.00	238,190.00	250,099.50
02/01/2020	165,000.00	1.800%	70,550.00	235,550.00	247,327.50
02/01/2021	170,000.00	2.000%	67,580.00	237,580.00	249,459.00
02/01/2022	175,000.00	2.200%	64,180.00	239,180.00	251,139.00
02/01/2023	180,000.00	2.300%	60,330.00	240,330.00	252,346.50
02/01/2024	180,000.00	2.500%	56,190.00	236,190.00	247,999.50
02/01/2025	185,000.00	2.700%	51,690.00	236,690.00	248,524.50
02/01/2026	190,000.00	2.850%	46,695.00	236,695.00	248,529.75
02/01/2027	195,000.00	3.000%	41,280.00	236,280.00	248,094.00
02/01/2028	200,000.00	3.100%	35,430.00	235,430.00	247,201.50
02/01/2029	210,000.00	3.200%	29,230.00	239,230.00	251,191.50
02/01/2030	215,000.00	3.300%	22,510.00	237,510.00	249,385.50
02/01/2031	220,000.00	3.400%	15,415.00	235,415.00	247,185.75
02/01/2032	230,000.00	3.450%	7,935.00	237,935.00	249,831.75
<b>Total</b>	<b>\$2,810,000.00</b>	<b>-</b>	<b>\$748,192.92</b>	<b>\$3,558,192.92</b>	<b>\$3,736,102.57</b>

# PROPOSED 2017 SROP BOND ISSUE

## City of Inver Grove Heights, Minnesota

\$5,520,000 General Obligation Street Reconstruction Bonds, Series 2017

Assumes Current Market BQ AA Rates plus 50bps

15 Years

### Sources & Uses

Dated 09/01/2017 | Delivered 09/01/2017

#### Sources Of Funds

Par Amount of Bonds	\$5,520,000.00
<b>Total Sources</b>	<b>\$5,520,000.00</b>

#### Uses Of Funds

Total Underwriter's Discount (1.200%)	66,240.00
Costs of Issuance	55,000.00
Deposit to Project Construction Fund	5,395,400.00
Rounding Amount	3,360.00
<b>Total Uses</b>	<b>\$5,520,000.00</b>

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2018	-	-	-	-	-
02/01/2019	260,000.00	1.250%	208,189.79	468,189.79	491,599.28
02/01/2020	320,000.00	1.600%	143,707.50	463,707.50	486,892.88
02/01/2021	325,000.00	1.800%	138,587.50	463,587.50	486,766.88
02/01/2022	335,000.00	2.000%	132,737.50	467,737.50	491,124.38
02/01/2023	340,000.00	2.200%	126,037.50	466,037.50	489,339.38
02/01/2024	350,000.00	2.300%	118,557.50	468,557.50	491,985.38
02/01/2025	355,000.00	2.500%	110,507.50	465,507.50	488,782.88
02/01/2026	365,000.00	2.700%	101,632.50	466,632.50	489,964.13
02/01/2027	375,000.00	2.850%	91,777.50	466,777.50	490,116.38
02/01/2028	385,000.00	3.000%	81,090.00	466,090.00	489,394.50
02/01/2029	395,000.00	3.100%	69,540.00	464,540.00	487,767.00
02/01/2030	410,000.00	3.200%	57,295.00	467,295.00	490,659.75
02/01/2031	420,000.00	3.300%	44,175.00	464,175.00	487,383.75
02/01/2032	435,000.00	3.400%	30,315.00	465,315.00	488,580.75
02/01/2033	450,000.00	3.450%	15,525.00	465,525.00	488,801.25
<b>Total</b>	<b>\$5,520,000.00</b>	<b>-</b>	<b>\$1,469,674.79</b>	<b>\$6,989,674.79</b>	<b>\$7,339,158.53</b>

# PROPOSED 2018 SROP BOND ISSUE

## City of Inver Grove Heights, Minnesota

\$7,865,000 General Obligation Street Reconstruction Bonds, Series 2018

Assumes Current Market BQ AA Rates plus 50bps

15 Years

### Sources & Uses

Dated 09/01/2018 | Delivered 09/01/2018

#### Sources Of Funds

Par Amount of Bonds	\$7,865,000.00
<b>Total Sources</b>	<b>\$7,865,000.00</b>

#### Uses Of Funds

Total Underwriter's Discount (1.200%)	94,380.00
Costs of Issuance	63,000.00
Deposit to Project Construction Fund	7,702,800.00
Rounding Amount	4,820.00
<b>Total Uses</b>	<b>\$7,865,000.00</b>

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2019	-	-	-	-	-
02/01/2020	370,000.00	1.250%	296,589.79	666,589.79	699,919.28
02/01/2021	460,000.00	1.600%	204,732.50	664,732.50	697,969.13
02/01/2022	465,000.00	1.800%	197,372.50	662,372.50	695,491.13
02/01/2023	475,000.00	2.000%	189,002.50	664,002.50	697,202.63
02/01/2024	485,000.00	2.200%	179,502.50	664,502.50	697,727.63
02/01/2025	495,000.00	2.300%	168,832.50	663,832.50	697,024.13
02/01/2026	505,000.00	2.500%	157,447.50	662,447.50	695,569.88
02/01/2027	520,000.00	2.700%	144,822.50	664,822.50	698,063.63
02/01/2028	535,000.00	2.850%	130,782.50	665,782.50	699,071.63
02/01/2029	550,000.00	3.000%	115,535.00	665,535.00	698,811.75
02/01/2030	565,000.00	3.100%	99,035.00	664,035.00	697,236.75
02/01/2031	580,000.00	3.200%	81,520.00	661,520.00	694,596.00
02/01/2032	600,000.00	3.300%	62,960.00	662,960.00	696,108.00
02/01/2033	620,000.00	3.400%	43,160.00	663,160.00	696,318.00
02/01/2034	640,000.00	3.450%	22,080.00	662,080.00	695,184.00
<b>Total</b>	<b>\$7,865,000.00</b>	<b>-</b>	<b>\$2,093,374.79</b>	<b>\$9,958,374.79</b>	<b>\$10,456,293.53</b>

# PROPOSED 2019 SROP BOND ISSUE

## City of Inver Grove Heights, Minnesota

\$5,400,000 General Obligation Street Reconstruction Bonds, Series 2019

Assumes Current Market BQ AA Rates plus 50bps

15 Years

### Sources & Uses

Dated 09/01/2018 | Delivered 09/01/2018

#### Sources Of Funds

Par Amount of Bonds	\$5,400,000.00
<b>Total Sources</b>	<b>\$5,400,000.00</b>

#### Uses Of Funds

Total Underwriter's Discount (1.200%)	64,800.00
Costs of Issuance	56,000.00
Deposit to Project Fund	5,279,200.00
<b>Total Uses</b>	<b>\$5,400,000.00</b>

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2019	-	-	-	-	-
02/01/2020	250,000.00	1.250%	203,741.46	453,741.46	476,428.53
02/01/2021	315,000.00	1.600%	140,692.50	455,692.50	478,477.13
02/01/2022	320,000.00	1.800%	135,652.50	455,652.50	478,435.13
02/01/2023	325,000.00	2.000%	129,892.50	454,892.50	477,637.13
02/01/2024	335,000.00	2.200%	123,392.50	458,392.50	481,312.13
02/01/2025	340,000.00	2.300%	116,022.50	456,022.50	478,823.63
02/01/2026	350,000.00	2.500%	108,202.50	458,202.50	481,112.63
02/01/2027	355,000.00	2.700%	99,452.50	454,452.50	477,175.13
02/01/2028	365,000.00	2.850%	89,867.50	454,867.50	477,610.88
02/01/2029	375,000.00	3.000%	79,465.00	454,465.00	477,188.25
02/01/2030	390,000.00	3.100%	68,215.00	458,215.00	481,125.75
02/01/2031	400,000.00	3.200%	56,125.00	456,125.00	478,931.25
02/01/2032	415,000.00	3.300%	43,325.00	458,325.00	481,241.25
02/01/2033	425,000.00	3.400%	29,630.00	454,630.00	477,361.50
02/01/2034	440,000.00	3.450%	15,180.00	455,180.00	477,939.00
<b>Total</b>	<b>\$5,400,000.00</b>	<b>-</b>	<b>\$1,438,856.46</b>	<b>\$6,838,856.46</b>	<b>\$7,180,799.28</b>

## APPENDIX C

*Pre-Sale Schedule dated June 1, 2015  
5-Year City Street Reconstruction and Overlay 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 and Overlay Plan.
- City Council conducts a Public Hearing on issuance of Bonds in an aggregate amount not to exceed \$27,000,000 and Street Reconstruction and Overlay Plan.
- City Council approves Bonds aggregate amount not to exceed \$27,000,000 and Street Reconstruction and Overlay 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 and Overlay Plan.
6/16/2015	Close date to get Notice of Public Hearing on issuance of Bonds and on Street Reconstruction and Overlay Plan to official newspaper for publication.
6/21/2015	Publish Notice of Public Hearing on issuance of Bonds and on Street Reconstruction and Overlay 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 and Overlay Plan and adopts Resolution giving preliminary approval for their issuance and approving Street Reconstruction Plan by unanimous vote of its membership present.
8/12/2015	Reverse referendum period ends (within 30 days of the public hearing).

<b>Net Debt Limit</b>	
Assessor's Estimated Market Value	3,005,516,326
Multiply by 3%	0.03
Statutory Debt Limit	90,165,490
Less: Debt Paid Solely from Taxes	(9,285,151)
Unused Debt Limit	80,880,339

**APPENDIX C**

*Pre-Sale Schedule dated June 1, 2015  
2015A City Street Reconstruction and Overlay Plan Bond Issuance  
City of Inver Grove Heights, Minnesota*

The table below lists the steps in the issuing process for the proposed 2015A bond issue:

7/27/2015	City Council provides for sale of the 2015A SROP Bonds.
8/24/2015	City Council accepts offer for Bonds and adopts Resolution-Approving sale of Bonds.
9/17/2015	Tentative closing/receipt of funds.

## **APPENDIX D**

To be added upon completion

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

**RESOLUTION APPROVING  
A STREET RECONSTRUCTION PLAN AND  
AUTHORIZING THE ISSUANCE OF STREET RECONSTRUCTION BONDS**

BE IT RESOLVED by the City Council (the “Council”) of the City of Inver Grove Heights, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, Subdivision 3b, as amended (the “Act”) to prepare a plan for street reconstruction or overlay in the City over the next five years, including a description of the street reconstruction or overlay to be financed, estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five years. Pursuant to the Act, the City may issue general obligation bonds to finance the cost of street reconstruction and overlay activities described in the plan.

1.02. Before the approval of the Plan and the issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

1.03. Pursuant to the Act, the City has caused to be prepared a 2015 through 2019 Five-Year Street Reconstruction and Overlay Plan for the City of Inver Grove Heights, Minnesota (the “Plan”), which describes expected street reconstruction and overlay activities in the City for the years 2015 through 2019.

1.04. The City has determined that it is in the best interests of the City to approve the issuance of street reconstruction bonds pursuant to the Act in a maximum aggregate principal amount of \$27,000,000 in multiple series from time to time (the “Bonds”), to finance a portion of the costs described in the Plan.

1.05. On this date, the Council held a public hearing on the Plan and the issuance of the Bonds, after publication in the City’s official newspaper of a notice of public hearing at least 10 days but no more than 28 days before the date of the public hearing.

Section 2. Plan Approved.

2.01. The Council finds that the Plan will improve the City’s street system, which serves the interests of the City as a whole.

2.02. The Plan is approved in the form on file in City Hall.

Section 3. Bonds Authorized.

3.01. The City hereby approves the issuance of Bonds in a maximum aggregate principal amount of \$27,000,000 in multiple series from time to time, in order to finance street reconstruction activities described in the Plan, including costs of issuance of the Bonds, subject to further details regarding the sale of such Bonds to be set forth in a resolution to be considered by the Council at subsequent meetings and subject to the contingency described in Section 3.02 hereof.

3.02. If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5% of the votes cast in the last municipal general election, is filed with the City Clerk within 30 days after the date of the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Bonds is subject to expiration of the 30-day period without the City's receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Bonds.

3.03. City staff, its municipal advisor, and its legal counsel are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

Approved by a vote of all of the members of the City Council of the City of Inver Grove Heights, Minnesota present at the meeting thereof this 13th day of July, 2015.

**CITY OF INVER GROVE HEIGHTS,  
MINNESOTA**

---

Mayor

ATTEST:

---

City Administrator

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**JON SKOGH – Case No. 15-13ZA**

Meeting Date: July 13, 2015  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 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 the First reading of an Ordinance Amendment allowing Accessory Dwelling Units (ADU) within all single family zoning districts and specifically for property located at 1355 96<sup>th</sup> Street E.

- Requires 3/5th's vote.
- 60-day deadline: August 18, 2015 (second 60-days)

**SUMMARY**

The applicant is requesting a code amendment to allow an accessory dwelling unit (ADU) in an existing detached structure on their property located at 1355 96<sup>th</sup> Street.

The zoning ordinance only allows one single family dwelling per lot. An ADU would have its own kitchen, bath and sleeping and living space which constitute a dwelling unit. Therefore, the ordinance must be amended if ADU's are to be allowed.

The Housing Committee has put ADU's on their list of topics the Council should consider and they have been involved in the discussions and drafting of the ordinance.

The Council has not discussed this topic in any detail for some time and so the staff report provides a large amount of background material to consider. Typically, a topic like this would be discussed at a work session meeting and Council would give staff some direction on how to proceed with the ordinance. In this case, a zoning application was made and therefore the City is limited in the amount of time it has to make a decision on the application.

**ANALYSIS**

Staff reviewed a number of other ordinances from other metro cities that allow ADU's. I created a summary matrix covering the topics that seemed most critical when considering allowing ADU's for Inver Grove Heights. The main topics include:

1. Zoning Districts: Would include all single family zoning districts including the A, E-1 and E-2 districts.
2. Allowing ADU's in detached structures or only within the principal dwelling.
3. Allow by permitted or conditional use, ADU in detached vs. in principal structure.
4. Minimum lot size for a detached ADU.
5. Permit/registration/licensing.
6. Ownership of units.
7. Maximum and minimum size of ADU.
8. Occupancy/bedrooms.
9. Separate entrance/exterior modifications.

10. Parking spaces.

The Planning Commission had a very good lengthy discussion over two meetings. The minutes from the first meeting are attached. Due to a quick turnaround from the last Planning Commission meeting and drafting the council memo, the minutes from the July 7 meeting are not available at this time. They will be distributed with the second reading of the ordinance.

The Planning Commission took a considerable amount of time discussing each point of the proposed draft ordinance. The only significant change recommended was to require a minimum lot size of at least 1.0 acre for a detached ADU.

Because this is a complicated issue and Council has not discussed before, Staff suggests two possible options to proceed;

1. Since an application has been submitted, a decision has to be made by August 18 (or extension granted by the applicant). Council could adopt an ordinance that addresses the specifics to this application. The draft ordinance would fit the proposal by the land owner. Then,
2. More time could be taken to discuss any issues that are complex and draft ordinance could be considered with other changes or additions.

**RECOMMENDATION**

**Planning Staff:** Staff is supportive of allowing ADU's and would support an ordinance as drafted and as the Planning Commission recommended.

**Planning Commission:** Recommended approval of the ordinance amendment on a city wide basis with the minimum lot size for a detached ADU to be at least 1.0 acre (8-0).

Attachments: Ordinance Amendment (First Reading)  
Planning Commission Recommendation from June 16  
Planning Report

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING ALLOWING  
ACCESSORY DWELLING UNITS (ADU) IN SINGLE FAMILY RESIDENTIAL  
ZONING DISTRICTS**

---

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

**Section One. Amendment.** Title 10, Chapter XX, of the Inver Grove Heights City Code is hereby amended to read as follows:

**10-XX: ACCESSORY DWELLING UNIT:**

Accessory dwelling units (ADU) may be permitted as an accessory use to a single family dwelling in the A, E-1, E-2, R-1A, R-1B and R-1C zoning districts subject to the following:

1. A rental license for the non-owner-occupied unit shall be required pursuant to Chapter \_\_ of City Code.
2. Each accessory dwelling unit shall require a city registration pursuant to requirements of City Code.
3. An accessory dwelling unit shall be clearly a subordinate part of the single-family dwelling. In no case shall the ADU be more than 1000 square feet, nor less than 250 square feet.
4. An accessory dwelling unit may be permitted within a detached accessory structure provided the lot size on which the unit would be located is one (1) acre or greater.
5. A detached accessory dwelling unit may be allowed in a detached accessory structure provided the detached structure's gross floor area is 1000 square feet or less on lots less than or equal to 2.5 acres and 1,600 gross square feet or less on lots greater than 2.5 acres in size. In no case shall the ADU be more than 1000 square feet, nor less than 250 square feet.
6. No more than one accessory dwelling unit shall be allowed on a lot.

7. The property owner must reside in either the primary residence or the ADU as their permanent residence.

8. An ADU may not be subdivided or otherwise segregated in ownership from the primary residence structure.

9. The exterior design of an accessory dwelling unit shall incorporate a similar architectural style, roof pitch, colors, and materials as the principal building on the lot, and shall be compatible with the character of the surrounding residential buildings.

10. The total number of occupants in the accessory dwelling unit shall not exceed three (3) persons.

11. Lots with accessory dwelling units shall provide at least two (2) off-street parking spaces in addition to the one (1) off-street parking space required for the primary residence.

12. Accessory dwelling units in combination with their associated single family dwelling unit must conform to all city code requirements for single family dwellings, including but not limited to setback, height, impervious surface and accessory structure standards.

13. The accessory dwelling unit and the associated single family dwelling unit must meet current state building, plumbing, electrical, mechanical and Fire Code provisions including fire emergency vehicle access to any accessory dwelling unit.

14. A accessory dwelling unit in a detached accessory structure shall have a separate address from the principal dwelling unit on the lot and shall be identified with address numbers assigned by the City and pursuant to size and location regulations of the city code.

**Section Two. Amendment.** Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

ACCESSORY DWELLING UNIT (ADU): A subordinate habitable dwelling unit, which has its own basic requirements of shelter, heating, cooking and sanitation, added to or created within a single-family dwelling or detached accessory structure.

**Section Three. 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 \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
, City Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** June 16, 2015  
**SUBJECT:** **JON SKOGH – CASE NO. 15-13ZA**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to Title 10 of the City Code Zoning Regulations to allow for Accessory Dwelling Units (ADUs) on single-family properties. No notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting a zoning code amendment to allow an accessory dwelling unit within an existing detached accessory structure. The zoning code currently allows only one single-family dwelling unit per lot. A dwelling unit includes the living, bath, sleeping spaces, and kitchen. A resident can create a separate area for living, bath and sleep spaces, but a full kitchen is not allowed and is the point at which the code differentiates between the two. Staff has received a few requests regarding the creation of a second unit within a single-family home in the past and has seen this on building permit plans for new houses or remodels. These individuals have had to modify their plans so there was no complete permanent kitchen in the space. The City's Housing Committee has put ADU's on their list of topics the Council should consider to allow for an additional housing option for its residents. Staff is looking at the issue of whether we should allow accessory dwelling units, whether they are in homes or in detached accessory structures. Since this request came in as a zoning code application, the City must take action on the request within 60 days, or within an additional 60 day extension granted by the City. Staff is requesting input and discussion from the Planning Commission tonight on the issue of ADU's.

Mr. Hunting advised that he drafted a matrix summarizing the research done by the Housing Committee regarding cities in the metro area that allow accessory dwelling units. He went through each of the categories on the matrix, stating they relate to both the Skogh application as well as overall accessory dwelling units in a home or detached structure. He advised that typically these would be restricted to single-family zoning districts (A, E, and R-1) since they are already allowed in multi-family districts. Some cities allow ADUs as a permitted accessory use and others by conditional use. Requiring a conditional use permit results in a more lengthy process which can be financially burdensome, and includes neighbor notification and a public hearing process. Allowing ADUs in detached accessory structures would appear to have more potential impacts to neighboring property owners. Because of this, perhaps there should be a minimum lot size required. The Housing Committee felt that 12,000 square feet would be a good starting point as it is the minimum lot size in the R-1C district. To illustrate how many lots in the City were 12,000-20,000 square feet and 20,000-1 acre in size in a single-family zoning district, Mr. Hunting created a map showing how many lots this could potentially affect. He found that a lot minimum of 12,000 square feet would eliminate most of the homes in the South Grove and Northwest Area because they were on smaller lots. Some communities allow detached structures only on their larger lot size zoning districts. An existing detached structure

could be converted to an ADU but would have to meet the building code requirements. The Fire Marshal requires that there be some type of surface leading up to the detached unit so emergency vehicles could gain access if necessary. Another item to discuss is setbacks and whether ADU's should have to meet the same setbacks as primary structures. Staff believes that impervious surface and maximum structure size should remain the same. All the cities on the matrix allowed one additional dwelling unit per lot. Staff would recommend some type of tracking system that would alert police and fire in the case of an emergency. All cities also required that the property owner must occupy one of the dwelling units. The Housing Committee is recommending that the minimum dwelling size be 250 square feet with a maximum of 1,000 square feet. Most communities have either limited the number of bedrooms or the number of occupants that could live in a unit. The Housing Committee felt that the number of bedrooms could be monitored through building permits and they are recommending ADU's be limited to no more than three occupants. Some cities either prohibit or restrict separate entrances to ADU's and ask that any additions or detached units have a similar exterior to the principle structure. Staff believes it is especially important to have addresses on detached accessory dwellings for emergency access purposes; this could be done using the same address as the principle structure plus an 'A', '1/2', etc. Currently only one off-street parking space is required in the single-family zoning; this can be within a garage or out in the open. The Housing Committee is recommending there be at least three off-street parking spaces within a lot with an ADU.

Since this request came in as a zoning code application, the City must take action on the request within 60 days, or within an additional 60 day extension granted by the City. Because this is such a complex issue it could be broken into two parts. If the Planning Commission is agreeable with the general idea of allowing ADU's, and supportive of the specific request, an ordinance could be created addressing this narrow application. This would allow more time to discuss the issues with allowing ADU's in a larger context since it would include all single-family residential zoning districts. The City is required by law to act on the Skogh's application. If the Planning Commission is comfortable with the concept of ADU's they could break this out into two pieces; address the requirements necessary for the applicant's application and then deal with the City-wide ADU ordinance. The Commission is being asked to consider whether they are supportive of allowing ADUs, whether they are supportive of allowing them in a detached accessory structure, what the minimum lot size should be (the Skogh property is in a 2.5 acre minimum zoning district so the minimum should be at least that), should these be a permitted accessory use or a conditional use, how much parking should be required, and should there be a tracking mechanism. A draft city-wide ordinance is included in the packet to be used as a guide. Staff requests input on this issue.

Chair Maggi asked what percentage of the lots in the City were 12,000 to 20,000 square feet in size.

Mr. Hunting replied that he did not have that number available.

Chair Maggi stated there seemed to be a fair difference between the 12,000-20,000 square foot lots and the 20,000-1 acre lots. She asked if the current impervious surface rules would apply to properties with a second dwelling.

Mr. Hunting replied that staff would recommend the impervious surface maximums remain the

same.

Commissioner Simon stated a 1,000 square foot mother-in-law apartment could be as large as some homes.

Mr. Hunting replied that theoretically an entire 1,000 square foot structure could be converted into a living area.

Commissioner Robertson asked if there were any communities that had studied this issue and decided not to permit accessory dwelling units.

Mr. Hunting replied that he called the adjacent communities of West St. Paul, South St. Paul, and Mendota Heights and was told they did not allow ADU's; however, he did not have any background on why they were not allowed or whether there were any other cities who discussed this issue and decided not to allow them.

Commissioner Robertson stated that in order to be objective she felt they needed to learn from the communities that have studied this issue and decided not to allow ADU's, not just the criteria established by communities that do allow them. She asked if a homeowner wanting to put a second story on a garage would still have to meet the City's maximum height requirement.

Mr. Hunting replied in the affirmative.

Commissioner Robertson stated she was reluctant to move forward with the Skogh application until there was a more unified plan for ADU's throughout the City. She stated she lived in an area of 12,000-15,000 square foot lots and was concerned about the potential for all of those lots to have an accessory dwelling unit.

Commissioner Scales asked if property owners would be required to comply with current building size requirements.

Mr. Hunting replied in the affirmative.

Commissioner Niemioja stated that the public policy behind supporting people and their families at any age was an important policy, whether it is to care for an elderly adult or perhaps to support an adult son or daughter with a young child.

Commissioner Lissarrague stated he supported the Skogh request in which a daughter, who grew up in Inver Grove Heights, wanted to come back with her husband and live with her parents.

Commissioner Scales asked how ADU's were handled in the past, stating many homes were built with full kitchens in the basement in the 1950's and 1960's and many were rented out as well.

Mr. Hunting stated that in the 23 years he has worked for the City they have not been permitted. He was unsure of the background on whether they were ever permitted, but stated likely they were never officially sanctioned by the City.

Commissioner Scales asked if Mr. Hunting was saying it was never a permitted use.

Mr. Hunting replied he was unsure of how ADU's were interpreted at that point in time but they have never been permitted in the zoning ordinance.

Commissioner Lissarrague stated in the Skogh situation it was not really a rental situation but rather a family living with their parents and helping take care of the acreage in the years to come.

Commissioner Scales pointed out that although this situation was family, the next may be a rental situation.

Commissioner Lissarrague suggested the Commission look specifically at the Skogh request tonight.

Chair Maggi asked what the rationale would be for requiring a rental agreement.

Mr. Hunting stated that even if an ADU was built for a family member at some point in time they would have an empty unit and would have the ability to rent it. The idea is to allow people another opportunity for a housing alternative that may be less expensive than a standard apartment building. If a property owner created an ADU they would have the option of living in either the principle structure or the ADU.

Chair Maggi asked if an ADU would require a rental license.

Mr. Hunting stated one of the recommendations in the draft ordinance is that these types of units not fall under the scrutiny of the rental regulation requirements. Because of this staff feels there should be a tracking mechanism. Anyone wanting to convert their space properly, or build a new unit, would need a building permit and perhaps they could establish a list via those building permits. This type of tracking mechanism would be especially important for emergency services, but also would be a good idea in general.

Commissioner Lissarrague asked the difference between allowing these as a permitted accessory use versus a conditional use, stating that allowing them by conditional use and requiring that it be a family member could solve the problem.

Mr. Hunting replied that a permitted accessory use would allow an ADU as long as it met the specific criteria of the ordinance. If this was done by conditional use it would entail an eight week process, including an application, monetary fee, notice to the paper, notice to residents, public hearing, and approval by City Council.

Commissioner Robertson stated if one of her neighbors were to build a 1,000 square foot detached ADU it would affect her view, backyard aesthetics, etc. She asked which of the two processes would require notice to the neighbors.

Mr. Hunting replied the conditional use permit.

Chair Maggi asked for clarification on what the likelihood would be of being able to build a 1,000 square foot detached dwelling on a 12,000 square foot lot with an existing principle structure.

Mr. Hunting stated likely only a small amount of the properties shown on the map would be able to build a 1,000 square foot detached dwelling unit on their property because of the restrictions that would be in place, especially maximum impervious surface, setbacks, and required access to the structure.

Commissioner Lissarrague asked if staff wanted feedback from the Planning Commission on minimum lot size, stating that changing the required minimum lot size to an amount larger than 12,000 square feet might resolve Commissioner Robertson's concern.

Mr. Hunting replied the draft ordinance was based on recommendations from the Housing Committee, but staff would also like to have recommendations from the Planning Commission.

Commissioner Scales stated he was not overly concerned about minimum lot size, stating the restrictions would likely prohibit most smaller lots from having a detached accessory dwelling.

Mr. Hunting stated an additional level of restriction would be setbacks, especially if the City determined that ADU's should meet principle structure setbacks. If this were the case most accessory structures would require variances to convert to living space.

Commissioner Simon asked if there were many residences in the City that used ½ in their address.

Mr. Hunting replied he was unsure as all the addressing was done by the County until a few years ago. He advised they would have to use ½ or a letter to distinguish the additional address as it would have to fall within the existing address numbers and meet the even/odd spacing guidelines.

Commissioner Simon advised that in addition to allowing the residents of an ADU to receive mail, the address would also alert the City that it was an ADU.

Commissioner Wippermann asked if currently owners of single-family homes were allowed to rent out rooms.

Mr. Hunting stated there was nothing in the zoning ordinance that prohibited room rental at this point as long as they shared cooking facilities.

Commissioner Wippermann asked if they could require that any ADU occupants be related to the property owner.

Mr. Hunting replied it was a possibility; however, it would be difficult to monitor and to determine whether residents were related.

Commissioner Gooch asked if this ordinance would pertain only to detached structures rather than allowing homeowners to add a second kitchen to their principle structure and essentially creating a duplex.

Mr. Hunting replied that the draft ordinance addressed both topics.

Commissioner Gooch stated it seemed as if this would change the definition of single-family zoning as they would be creating duplexes in single-family zoned areas. He was concerned about parking, how this would affect property values, and stated it was not fair to residents who invested in a single-family home to now have the potential for a duplex next door.

Chair Maggi asked for clarification of whether a separate entrance would be required if the second living area was within the primary dwelling.

Mr. Hunting replied that the draft ordinance did not require it; however, the Commission could add such language. He stated he did not see that as being necessary, especially since in the case of a fire emergency personnel would go through the entire house regardless of where the fire was located.

Commissioner Scales stated there was likely a larger percentage than people realized of homes in Inver Grove Heights with separate kitchens and two families living in them, especially in the outlying areas of the City. He was in favor of adopting an ordinance that would provide structure and help with code enforcement.

Commissioner Gooch stated the fact that there were currently rental units operating illegally did not make it right.

Commissioner Scales stated this has been occurring in the outlying areas for years and likely the neighbors were not even aware there were multiple families living in these homes. He stated that the numerous existing requirements in place would make a good starting point for this process. He advised that converting a garage to living space would be expensive, which would be another reason why he does not anticipate a lot of homes adding an extra unit to their home.

Commissioner Niemioja stated that baby boomers are coming back to live with their children, whether or not the City gives them the legal right to have a second kitchen in their home. She supported creating an ordinance that would allow the City to have more control over this process and keep better track of such units. She stated it is a burden to create a new living structure and it would be unfortunate for a property owner to be prohibited from ever using such a space once their family member no longer was living there.

Commissioner Robertson stated she was concerned about the fact that allowing ADU's would in essence be creating two living structures on a lot that was zoned for single-family. She asked for clarification in regard to allowed parking.

Mr. Hunting advised that the draft ordinance recommended a minimum of three parking spaces; no maximum was stipulated. Staff is also suggesting a limit of three occupants to each second living unit which limits the impact.

Chair Maggi stated that the other regulations in place, such as impervious surface maximums, would likely keep situations from getting out of hand.

**Opening of Public Hearing**

Jon Skogh and Kayla Harren, 1355 – 96<sup>th</sup> Street East, advised they were available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Skogh replied in the affirmative. He advised that he has lived on his 2.7 acre property for 20 years and plans to remain there. He stated his daughter and her husband moved back and have been living in his basement. They are all looking for more privacy; however, and are requesting they be allowed to build an apartment over their existing detached garage. This would also be an opportunity for the children to help care for the property and the Skoghs as they grow older.

Ms. Harren stated from a neighbor's perspective nothing would change as they were already living on the property and the building already exists; they would simply be separating the living spaces.

Chair Maggi asked where the closest neighboring home was located.

Mr. Skogh showed an aerial of the neighborhood, stating the area was heavily treed and the nearest homes were built quite a ways away. He stated they planned to add a dormer onto the existing detached accessory structure and the living space would be in the upstairs.

Commissioner Niemioja asked how a fire truck would access the garage.

Mr. Skogh stated they would install an asphalt driveway coming off their existing driveway.

Commissioner Gooch asked why the applicants would not subdivide the property and build a house on the new property.

Mr. Skogh stated they were not interested in subdividing and felt the proposed request would be their best overall value.

Commissioner Robertson asked the applicants if they used the detached garage as their primary garage.

Mr. Skogh replied they did not as they had an attached garage. He advised that originally the detached structure was built to store yard equipment and a classic car.

Commissioner Robertson asked the applicant what his thoughts were on the use of his investment should his daughter choose to no longer live in the detached accessory dwelling.

Mr. Skogh advised that if they left he could perhaps use it as a guest house, or if his daughter started a family perhaps his daughter could move into the primary residence and he and his wife could move into the accessory structure.

Jim Zentner, 8004 Delano Way, a member of the Housing Committee, stated they hope to make

a presentation to the Planning Commission in the month of July regarding a housing audit that was done by the Urban Land Institute. He advised that the demographics are changing very rapidly and how we look at usages of land and housing needs to adjust to that change. He stated that while he understood the sentiment that a single-family area is created for single families, there is not much difference between two families of three living on a property versus a single family of ten people. He stated the Housing Committee supports the applicant's application, stating this area of the City can easily accommodate a detached accessory dwelling and it begins to move towards where the Committee would like to with the accessory dwelling unit issue.

Chair Maggi asked Mr. Zentner for the Housing Committee's rationale behind the 12,000 square foot minimum lot size recommendation.

Mr. Zentner stated they based that number on what other communities were using and they also felt it was a size that could likely accommodate an additional detached dwelling without infringing on setback rules, views, and environment. He advised that 12,000 square feet was a starting point so it could be opened up for debate. He stated it was unlikely that a 1,000 square foot building would be built on a 12,000 square foot lot.

Chair Maggi closed the public hearing.

#### **Planning Commission Discussion**

Chair Maggi asked for clarification of the options regarding this request.

Mr. Hunting stated if the Planning Commission wanted to minimize the impact to the City as a whole they could focus specifically on the Skogh request and perhaps set a minimum of 2.5 acres or limit it to the E-1 zoning district. In regard to setbacks, Mr. Hunting advised that the existing accessory building on the Skogh property is 1,000 square feet in size and 17 feet from the property line which complies with the zoning code. They are allowed to expand the building to 1,600 gross square feet; however, anything over 1,000 square feet requires a 50 foot setback from property lines. The applicant may therefore have to come back with a variance request to allow for an ADU not meeting the 50 foot setback. The Planning Commission is asked to look at whether or not they want to allow reduced setbacks for existing dwellings.

Chair Maggi asked if the Planning Commission approved an ordinance tonight that would allow the Skoghs to move forward, would any change made by City Council then replace what the Commission approves tonight.

Mr. Hunting stated Commissioners should be careful not to establish regulations that would allow the Skoghs to move forward but that would tie their hands citywide.

Chair Maggi asked if the Planning Commission had the option to move it forward to City Council without a recommendation.

Mr. Hunting replied in the affirmative, stating they could also discuss this again in two weeks if they needed more time.

Chair Maggi stated another option would be to deny the request in order to allow staff and the

Housing Committee more time to pull together additional information.

Mr. Hunting replied in the affirmative, stating they could deny the request until they had time to look at the bigger picture. This, however, would delay the process for the applicant.

Commissioner Robertson stated because this was the first time they had discussed this issue, she would prefer to table the request until she could do more research. If they could not table the request tonight, she would have to recommend denial.

Chair Maggi asked staff if it was feasible to gather additional information before the next meeting.

Mr. Hunting stated he could not guarantee he would be successful in finding additional information as he was unaware of any city that had discussed the issue and decided not to allow ADU's.

Chair Maggi asked the Commission if they were generally in favor of allowing accessory dwellings. The response resulted in about half the Commissioners being either undecided or not in favor of the general concept.

Commissioner Scales stated he was in favor of allowing ADU's, it is already being done throughout the City and this would allow it to be regulated. He would be more comfortable sending it to Council without a recommendation rather than denying the request.

Commissioner Gooch asked if the Skogh property was subdividable.

Mr. Hunting replied it could not be subdivided without a variance.

Commissioner Gooch advised that the Commission had reviewed similar situations in the past in which the applicants had subdivided their property so their children could build a home.

Chair Maggi asked the undecided Commissioners what additional information they would need in order to make a decision.

Commissioner Robertson stated she would prefer not to send this to Council without a recommendation as the Planning Commission has been asked for their input regarding the creation of this ordinance. She advised that she remained undecided because she did not know anything about why cities may have decided not to allow ADU's. She advised she would be willing to do an internet search on this topic if they were able to table the request.

Commissioner Niemioja noted that Council would have an opportunity to review the minutes of this meeting so they would be aware of the Commission's analysis of the issue.

Commissioner Simon stated she would like to know why the cities of West St. Paul, South St. Paul, and Mendota chose not to allow ADU's.

Chair Maggi stated it was her understanding that ADU's were not necessarily denied in the aforementioned cities, but rather the issue had not necessarily been raised.

Mr. Hunting advised that Chair Maggi was correct.

Commissioner Simon stated she was comfortable with having granny flats, but was concerned about what would be done with such living spaces once grandma was gone. She stated this was similar to a recent request from a couple who wanted to house college students from another country.

Chair Maggi asked Commissioner Simon what additional information would help her make a decision.

Commissioner Simon stated she was unsure because it was difficult to control who would live in these structures.

Chair Maggi stated Mr. Zentner's point was that from a density perspective it does not matter since a property could have a family of ten that is related versus two families that are not related with the same amount of people.

Commissioner Lissarrague recommended that the Commission work through the process since Council had asked them for input. If there were concerns about allowing ADUs on a 12,000 square foot lot perhaps they should forward it on with a 2.5 acre minimum. He advised that the subject residence was an expensive property and likely the owners would be careful when choosing a tenant should their children leave. He noted that no one is able to control their neighbor, with or without an ADU.

Chair Maggi stated the concern is that if they approve this request then anyone with a 2.5 acre parcel who meets the other criteria would be allowed to have an ADU. There is no way to approve just the one request.

Commissioner Lissarrague stated they could if they approved it as a conditional use permit.

Chair Maggi advised that was not the request brought before the Commission.

Commissioner Lissarrague stated the request could be changed.

Commissioner Gooch advised it could not be changed by the Commission.

Mr. Hunting stated this must be done by ordinance, even if allowed by a conditional use permit versus a permitted use.

Chair Maggi questioned whether there was a benefit to tabling the request for two weeks.

Commissioner Scales asked how much time the City had to act on the request.

Mr. Hunting stated if they extended the 60 days action would need to be taken by August 18, 2015. This would allow for three readings at City Council and an additional Planning Commission meeting if necessary.

Recommendation to City Council

June 16, 2015

Page 11

Commissioner Scales asked if two weeks would give the undecided commissioners time to do additional research.

Commissioners Simon and Robertson replied in the affirmative.

**Planning Commission Recommendation**

Motion by Commissioner Robertson, second by Commissioner Scales, to table the request for an ordinance amendment to Title 10 of the City Code Zoning Regulations to allow for Accessory Dwelling Units (ADUs) on single-family properties to July 7, 2015.

Motion carried (8/0).

Chair Maggi reminded Commissioners that their role was to focus on land use.

Commissioner Wippermann asked staff to re-contact the cities that indicated they did not have an ordinance to find out if the topic had ever been considered and, if so, why they made their decision.

Commissioner Simon asked if they could receive the responses as soon as possible via email.

Chair Maggi thanked the Commissioners for their thoughtful discussion.



began working on this topic last year, did some initial research on other city ordinances and put together a background information memo on the benefits of ADU's. The memo is attached to this report.

## **EVALUATION OF REQUEST**

Issues:

The applicant has provided a number of ordinances from other cities and staff has done further research. A summary matrix has been prepared listing the cities and the main topics/issues for an ordinance in Inver Grove Heights.

Zoning Districts Allowed: The intent is to allow an accessory dwelling unit in single family neighborhoods. This would include zoning from Agricultural, to the estate districts to the R-1A, R-1B and R-1C districts.

Allowed by permitted use or conditional use: Most cities in the matrix allow a unit as an accessory permitted use. A couple allow by conditional use. Requiring a conditional use requires notification of the surrounding area, public hearing and chance for the city to address any specifics of the request to the location. This process takes more time for the applicant, is costly and may result in some residents either not going through with their plan or constructing a unit without proper permits. Allowing as an accessory use would still have planning and building inspections review a permit against a set of criteria that would be established by ordinance. This provides for a faster and less expensive approval process. The Housing Committee would prefer to allow all ADU's by permitted use.

Allow units in detached accessory structures or only within principal dwelling: Allowing in the principal dwelling appear to have the least amount of impact on any properties in a neighborhood. In most cases, a unit could be created by remodeling space in the dwelling.

Allowing an ADU in a detached accessory structure has a few interesting challenges to address in an ordinance. During the discussions with the Housing Committee, the following issues arose:

- Should there be a minimum lot size requirement? Converting or even constructing a new accessory structure for an ADU would seem to have a greater impact on surrounding properties in neighborhoods with small lot sizes. The more compact the neighborhoods, the more potential negative impacts could result. Some discussion suggested at least a minimum lot size of 12,000 sq ft so the lot areas were large enough, houses would be spread out more and impacts decreased. There may be some arguments that a detached ADU should not be allowed on lots less than say one acre because the house separation is not far enough apart.
- Should ADU's in accessory structures be allowed only by a conditional use? Since there may be greater impacts to surrounding neighbors, should the adjacent lots be notified and a hearing held to determine impacts? If one of the goals allowing ADU's is to provide an easy and accessible way to prove for alternative living arrangements, then

the CUP process would be a deterrent because of the cost, time involved and potential for added conditions placed on the approval.

- What about building code issues with the conversion of an existing or new detached accessory structure? The Chief Building official stated that a conversion could be done in an existing structure provided it met all building code standards. This would include electric, plumbing, windows/egress, energy/insulation and structural loads. Converting a garage to meet building code for a residential use would be a costly endeavor. It would most likely be cheaper to convert existing space in a house. The Fire Marshal noted that a permanent hard surfaced driveway would have to be installed to the structure for emergency access.
- What about setbacks? An accessory structure in urban residential areas has setbacks of five feet side yard and 8 feet rear yard. Principal structures on the other hand, have a setback of 10 feet side and 30 feet rear. In the rural areas, setbacks are 25 feet for side yard and 50 feet for rear yard. Accessory structures greater than 1000 square feet require 50 foot setbacks. If a conversion increased the size of an existing structure over 1000 square feet, the unit would require a variance if the existing setback is less than 50 feet. What should be done with an existing structure? It would seem that principal structure setbacks should apply since that's what is required for living space. In that instance, most accessory structures would require variances to convert to living space.
- Impervious surface and maximum structure size. It would seem reasonable to impose the same maximum impervious surface standards and maximum accessory structure gross floor area requirements in all areas of the city with ADU conversions.
- Impact on garage parking spaces and storage area. Converting an existing garage into an ADU eliminates enclosed parking spaces and some storage space. This would result in more cars being parked outside, on the street, driveway or front yard. Adding more paving for parking pads next to the driveway increases impervious surface which adds a burden to the storm water system as well as aesthetic impacts for the neighborhood.

Number of ADU's per lot. All cities studied allow only one ADU per lot. This follows the intent to provide an accessory, subordinate extra dwelling unit for family members or potential renters. Allowing more than one unit would put this into the multiple family category.

Licensing or permit. Most cities require some type of permit or license either as a tracking measure or to comply with their rental licensing regulations. The Fire Marshal indicated it would be beneficial to have record of these units for their information with emergency situations. The City is in the process of requiring rental licensing for all rental units in the city (including single family homes and ADU's would be included). The tentative arrangement is to require licensing for units that contain non-relatives of the family and not require for units for family members or relatives.

Ownership. All cities require that the owner of the property live in one of the units on the property and that only one unit can be rented at a time. This avoids turning a property into a two unit rental property.

Maximum/minimum size of unit. Cities have established minimum and maximum sizes for ADU's to keep the units subordinate and accessory to the principle house and to provide at least a reasonable unit size. Maximum sizes range from approximately 600-800 square feet to 40% of the primary residence footprint. Establishing minimums and maximums should apply to both detached and internal ADU's. The Housing Committee recommended allowing up to 1000 sq feet maximum and 250 sq ft minimum.

Density/Bedrooms. The intent of an ADU is to provide a modest living space for a family member or rental income opportunity for a homeowner. Limitations on number of bedrooms and occupants are included in ordinances to maintain the subordinate and accessory use of the ADU's. These units are not intended to house larger groups of people. That is the role of apartment buildings. Most cities limited bedrooms to two and occupancy to two or three. The Housing Committee felt it more important to restrict the occupancy rather than limit bedrooms. The Housing Committee suggested limiting to three occupants.

Separate entrance/exterior modifications and addresses. In order to retain the single family character and maintain the ADU's as a subordinate use, some cities have limited modification to the exterior so the house does not look like a duplex. Some have not allowed a separate entrance that faces the street. Any exterior additions or changes should have the same look as the existing principal structure.

Allowing separate addresses for the ADU's has been required in some cities and not in others. Our Fire Marshal believes it is important to have a separate address for emergency response. Depending upon the specific need for the ADU, a separate address would not always be necessary if the unit is inside the house and is intended for a family member. Since the potential exists for any ADU to be rented as some point, it may be a good idea to require separate addresses, or at least if the unit is to be rented, it should have a separate address.

Parking spaces. With the addition of ADU's comes the potential need for additional parking spaces. The cities surveyed had many different requirements for this standard. Inver Grove Heights currently requires at least one off-street parking space for each single family home. The space could be either an open spaces or one in a garage. The vast majority of homes in the city have at least a two car garage with a driveway in front. This allows the potential for parking for at least 4 cars. Street parking is allowed except for the winter month parking ban November-March. Some cities require additional parking spaces for the ADU as with another family, comes the need for additional parking. If more parking spaces are needed, a paved surface is required in Inver Grove Heights if the parking area is in the front yard. This has the potential to increase impervious surface on lots with ADU's

If ADU's are allowed in accessory structures, including attached garages, there is the potential for loss of enclosed parking which would move more cars onto the driveway or street. This could have a negative aesthetic impact to the surrounding area. The Housing Committee recommends that there be at least three off-street parking spaces on lots with an ADU.

## **ALTERNATIVES**

Staff recognizes that the issue of ADU's in the city has not been brought forward to the City Council before to get their reaction and direction on the issue. The Housing Committee has put the issue on their list of short term goals and the City Council has been made aware of their desires. Since this request came as a zoning code application, the City must take action on the request within 60 days, or within an additional 60 day extension granted by the City. Due to the time taken to review and research the issue, the full 120 day time period will be used when this goes to council. This is a complex issue and many questions and concerns may remain after the public hearing.

Because of this, staff notes that the issue could be broken into two parts. If the Planning Commission is acceptable to the general idea of allowing ADU's and supportive of the specific request, then an ordinance could be created addressing this narrow application. This would allow more time to discuss the issues with allowing ADU's in a larger context since it would include all single family residential zoning districts.

Items to address for this application:

1. Ok with allowing ADU's
2. Allowance of an ADU in a detached accessory structure.
3. Establishing a minimum lot size for and ADU. Lot size should be at least 2.5 acres
4. Establishing allowing by permitted use or conditional use.
5. Establishing parking requirements.
6. Establishing a tracking mechanism by requiring a rental license or some type of registration.

If the Planning Commission is comfortable with allowing ADU's, then staff, with input from the Housing Committee has prepared a draft ordinance that addresses the following issues:

- Rental license required for the non-owner occupied unit.
- Registration required for the ADU.
- Maximum size 1000 square feet and minimum size 250 square feet.
- Allow detached accessory structures on lots of 12,000 square feet or greater.
- Maximum gross floor area of detached accessory structure must still comply with overall accessory structure size maximums. Size of detached accessory dwelling unit same as those in the principal dwelling unit.
- No more than one ADU per lot.
- Property owner must reside in one of the two units.
- An ADU may not be subdivided or put in separate ownership from the primary residence structure.
- Exterior design of the ADU shall be similar to that of the primary residential structure.
- Total occupancy shall be limited to three persons.

- Lots with an ADU must provide at least two off-street parking spaces in addition to the required one off-street parking required for the primary residence.
- Lots with ADU's must still comply with all code requirements for setbacks, impervious surface, height, and accessory structure standards.
- All ADU's must comply with all state building and fire codes and must provide fire access to detached accessory structures.
- A detached ADU shall have a separate address.

The Planning Commission has the following alternatives available for the proposed request:

- A. Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of an Ordinance Amendment allowing Accessory Dwelling Units (ADU) within all single family residential districts (A, E-1, E-2, R-1A, R-1B, R-1C and R/PUD) and establishing a list of performance criteria to be inserted into the Zoning Code.
  - Approval of an Ordinance Amendment allowing Accessory Dwelling Units (ADU) within detached accessory structures in the E-1, Estate Residential District and establishing a list of performance criteria to be inserted into the Zoning Ordinance.
- B. Denial** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

## **RECOMMENDATION**

Staff is supportive of allowing accessory dwelling units. Since this topic has not been discussed with either the City Council or Planning Commission as a general concept, staff is requesting more direction from the Planning Commission on how to allow accessory dwelling units. The draft ordinance is based on the recommendations of the Housing Committee. Staff prepared the ordinance amendment as a place to start some discussions.

Attachments Housing Committee Report  
Applicant Narrative  
Summary Ordinance Matrix  
Draft Ordinance  
Background information Articles  
Map of Lot Sizes  
Letter from Housing Committee

# Economic and Community Benefits of Accessory Dwelling Units (ADUs) in Inver Grove Heights

Prepared by the Inver Grove Heights Housing Committee  
May, 2015

## **Background on ADUs**

In the past, an accessory apartment was a complete, self-contained living unit created within an existing single-family home. It had its own kitchen, bath, living and sleeping spaces, usually with a separate entrance, in a single-family building in a single-family zoned area. So-called “accessory dwelling units” (ADUs) are an old idea. In the 1890s they were called carriage houses and appeared along the alleys in back of wealthier homes, where they were often used as servants’ quarters.

Today, accessory apartments are often known as “granny flats” or in-law suites because of the common practice of providing for an elderly parent or other elderly relative to live in close proximity to family members, yet still be in a largely independent living situation. An accessory apartment may be inconspicuously built over an attached or detached garage or as an autonomous apartment attached to a house. Basement conversions to legal accessory dwelling units are also common.

Whether attached or detached, accessory housing can serve an important role as part of a broader strategy to increase residential densities and bring value to local communities such as Inver Grove Heights (IGH). However, many older zoning ordinances do not allow for the creation of accessory dwelling units (ADUs) or put major limits and obstacles in place such that ADUs are not a viable housing option in a community. These obstacles include larger than typical setbacks, excessive off-street parking space requirements and/or other zoning requirements.

Across Minnesota and across the country, accessory housing is one response to major changes in demographics and the real estate market. The number of single person households is growing, especially among young adults who are marrying later and don’t need or want large homes. Also, as more older residents choose to stay in their homes, additional single person households are growing. Many people are living longer and want to age in place with family members nearby, rather than join their fellow senior citizens in more expensive senior-focused housing or assisted living complexes.

“Eagan, so recently teeming with kids, has now suddenly reached the point, census estimates say, where it has more single-person households than married couples with children.” January 5, 2014  
Minneapolis Star Tribune

Conversely, families with young children and/or grandchildren are interested in having family nearby who can help with child care and stay connected to their children’s and grandchildren’s lives.

Over the past decade, many empty nesters have downsized their lives and an apartment makes good sense versus a large, single family home on a larger suburban lot. An ADU allows people in this situation the flexibility to come and go easily without the extra work to secure their home while they are away or worry about details associated with being out of their house for weeks or months at a time.

Another group of people that benefit from homes with ADUs are people who work in lower wage jobs in a higherend community. Retail and clerical workers, teachers, and others often cannot afford to live in the communities where they work. Communities with good ADU ordinances can free up rental spaces in good quality homes where an elderly owner can live on-site in an ADU while providing affordable workforce housing for local workers.

### **Benefits**

The benefits of ADUs as housing options, extend beyond the core cities. For homeowners in a suburban community the benefits are numerous and similar. Both young and old benefit from ADUs. And the community itself benefits.

### **For young people and first time homebuyers**

ADUs offer young adults a means to stay in the community they grew up in as they start off in new jobs. Communities can also use ADUs as a means to free up housing that is attractive to young, moderate income families looking for a new place to call home and to raise a family, but who aren't in need of a large house in that community just yet.

1. ADUs give the owners more flexibility with their space as their family changes.
2. ADUs provide rental income, thereby making home ownership more affordable, especially for seniors, first-time homeowners and homeowners whose children have moved out.
3. ADU's are desired by prospective tenants as well. Not only do they provide an affordable rental option, in suburban areas these rental units typically come with a yard, more privacy, a quieter environment, less traffic, and easier access to local schools if tenants have children.
4. Workforce and student housing becomes available, but not in concentrations that oftentimes concern area neighbors worried about noise, additional traffic and other issues.

### **For seniors and older families**

ADUs allow for multigenerational housing options and facilitate the ability of family members to

Elderly and/or disabled persons who may want to live close to family members or caregivers, empty nesters, and young adults just entering the workforce find ADUs convenient and affordable.

Sage Computing, 2008

stay in their community. ADUs are a way to provide housing for the elderly, especially for an older family member living with other family members. This allows and encourages senior citizens to "age in place" in homes that are the center of a family's life, yet have on-site assistance with maintenance items (e.g. lawn-mowing, snow shoveling, window washing) and

daily living chores (e.g. cooking, house cleaning).

1. ADUs facilitate seniors being able to downsize and stay in their communities to socialize, worship, volunteer, stay physically active and participate in civic activities.
2. Accessory apartments allow seniors to travel with fewer concerns about the safety and security of their home as they will have someone living in the building to manage any issues that may come up while they are away.
3. ADUs are popular as a means for families with limited finances to stay together in one spot even as they go through job changes and other transitions.
4. An accessory apartment can provide an older person with increased security and companionship. In addition, some older homeowners are willing to accept services (cooking, cleaning, etc.) in lieu of a portion of the rent.
5. Allowing an aging person to stay in his or her neighborhood can be much less disruptive, and at the same time reduces the cost to families and/or society of caring for them.
6. Additional benefits include sharing living spaces, yet maintaining personal independence, include providing a safety net, a feeling of well-being, and longer life spans for people who live in their own home.

**For the community –move this up to the top – change pull quote to be Eagan one.**

The benefits of ADUs to the broader community include the ability to increase the housing supply without creating pockets of density that add to traffic and noise concerns. As property owners invest in their properties, values rise and this increases the tax base of a community without requiring additional infrastructure investments and maintenance costs. Sewer, water and roads do not need to be built even though a city is increasing its available housing.

Even with a big move by immigrants, however, suburbs are rapidly aging. January 5, 2014  
 Minneapolis Star Tribune

1. A community can create mixed income neighborhoods without reducing property values (a traditional reason for zoning laws.)
2. ADUs help increase density in suburban areas such that fewer large, multi-unit developments that result in higher traffic counts and more pressure on city services are needed.
3. As younger families move to the core metropolitan cities of Saint Paul and Minneapolis, older communities such as Inver Grove Heights need to find ways to help their aging population keep their homes in good order. ADUs can provide the income needed by retired residents so that they can afford the property taxes, upkeep and insurance that home-ownership requires.
4. For people with a debilitating chronic illness or a disability, an accessory apartment can be occupied by a caregiver.
5. People across their lifespan want to live independently. Seniors and people with disabilities are most in need of support to accomplish this.
6. Accessory dwelling units make good affordable housing. Just one accessory apartment per 20 homes has a modest effect on a neighborhood, but across the community, this can provide a significant amount of affordable housing for locally employed teachers, firefighters, health care professionals, police and other public employees.
7. Affordable apartments dispersed within single family neighborhoods, rather than clustered together in a new complex, helps maintain a family neighborhood culture.

### **Financial benefits to the community      move this up, too**

Rather than only build larger multi-family developments to increase density in a community, ADUs are a less conspicuous way to provide more rental units in single-family residential districts. Local planning review can ensure that new units will fit with the character of the neighborhood.

1. The construction of an ADU (attached or detached) typically will result in higher property values due to the improvements made to a property. This, in turn, increases the tax capacity for a community with minimal impact on community services. Conversely, these improvements to a community's housing stock can make specific properties less affordable, but overall the community is still able to provide high quality affordable housing.
2. On the financial side, a town can add new units (and new tax revenue) without having to provide utility infrastructure for a whole new development. Generally, there is minimal incremental burden on community services, especially in newer suburbs and developing communities compared to the property taxes generated. No additional roads, sewer and water lines, other utilities, street lights, plowing services, etc. are needed. And being smaller units, the occupants typically do not have children who need schools and other services.
3. Several studies have shown that accessory apartments rent for below market rates, in part because the accessory apartments are less expensive to build when part of an existing house or garage.
4. Typically, ADUs are rented to people who are related to the property owner and/or the property owner lives on-site, helping to ensure the quality of the unit's initial construction and the on-going maintenance is sufficient to maintain the overall value of the property. Individual homeowners are making investments in their property and thus have incentive to keep up their properties as they do their own homes.

At the southern end of the suburbs, meanwhile, births in Dakota County have dropped by roughly 1,000 a year since 2006. A leading demographer has warned Lakeville that with kindergarten classes shrinking, the city is stepping into a "future very different from the recent past." Star Tribune, January 5, 2014

### **Planning for the Future today**

The large lot, large house concept was popular beginning in the mid-1980s and through the 1990s and 2000's until the housing bubble burst and it became apparent that people had paid too much for their houses and homebuilders created an oversupply of these large houses.

Pedestrian access to commercial areas and transit are important, especially for older people who may no longer care to drive or can't drive and for young adults who cannot afford to drive a car on a daily basis or may not want to own a car. In Inver Grove Heights, where public transit is minimal, creating greater density in and near commercial areas can help local businesses thrive and more broadly, can help build ridership numbers that encourages greater transit options.

In recently developed communities such as IGH, where major redevelopment is less likely to occur, accessory housing can provide affordable housing opportunities in the near term that is

close to jobs in the retail, commercial and industrial centers that currently exist or may come in the future. ADUs can help promote family oriented, connected neighborhoods without sacrificing the low-density appearance of a neighborhood or relying on large developers' ability and/or desire to develop a project that includes affordable housing units in a specific area that may not be near retail, commercial areas or job centers.

### **Summary**

Many people want to grow old in their own home: the concept of “aging in place” or “livable for a lifetime.” Staying in one’s home is often unrealistic when the home is no longer affordable or when one or more family members experience a debilitating chronic illness or a disability. When affordability is an issue, homeowners and especially senior home owners living on a fixed income, benefit from the income derived from an accessory apartment. The occupant of the accessory apartment benefits from the ability to rent an apartment in a tight market or to live free or at a reduced rent in exchange for assistance to the residents of the single family home. The community benefits by providing current and potential residents with a variety of housing options.

The potential supply of accessory apartments in Inver Grove Heights is great because the necessary housing exists, and many units are occupied by older people. As mentioned previously, the older homeowner who constructs accessory apartments also has the advantages of increased security and companionship, making staying in and contributing to the city a viable option. Without options, many residents will need to move to a community that offers lower maintenance housing with easier access to shops, medical offices, places of worship and other social amenities.

The City of Inver Grove Heights should actively encourage the addition of accessory units as a means to provide more housing choices for young families, seniors and those with health issues who can benefit from shared living spaces. The City should undertake a public process to help residents and local businesses understand the issues and opportunities associated with ADUs. This may help the City’s middle-aged residents think more about their options as their families grow up and out and they prepare for their own retirement and that of their aging parents.

Partnering with community organizations can help educate the public and facilitate the process of finding people who will benefit from adding an accessory unit to their home. A community network can provide information and referrals for trustworthy contractors, and help provide matching services between homeowners and renters. Neighborhood associations, places of worship, County and regional agencies on aging and housing, and transportation providers would all make good partners in this process.

Accessory apartments can provide a reasonable, workable, and thoughtful approach to creating affordable housing options – good for homeowners and good for our community.

Sources:

Virginia Division for the Aging

Minneapolis Star Tribune

---

U.S. Department of Housing and Urban Development  
Office of Policy Development and Research, Accessory Dwelling Units: Case Study  
<http://www.huduser.org/portal/publications/adu.pdf>

In Twin Cities metro, more young people are moving to the urban core, while suburbs age, January 5, 2014 Minneapolis Star Tribune article. The full article should be attached to this report. <http://www.startribune.com/local/minneapolis/238734151.html>

U.S. Department of Housing and Urban Development  
Office of Policy Development and Research, Accessory Dwelling Units: Case Study  
<http://www.huduser.org/portal/publications/adu.pdf> The full article should be attached to this report.

Heather Botten | Associate Planner | City of Inver Grove Heights  
8150 Barbara Ave | Inver Grove Heights | MN | 55077  
651.450.2569

April 20<sup>th</sup>, 2015

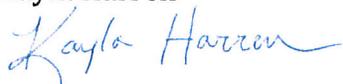
*Heather Botten, City of Inver Grove Heights*

My husband, Peter, and I live at 1355 96<sup>th</sup> Street East, Inver Grove Heights, where there is currently a main house and a detached garage on 2.7 acres. We live in the house with my parents, Jon and Kevie Skogh. The detached, two-story garage was originally built for storage and is currently uninhabited. We would like to convert the upstairs of the garage into a second housing unit on the property. Peter and I would be the residents of this accessory dwelling unit. It would not be rented out or used as a business. We want to do this so we can keep our family together to care for each other while maintaining independence in our separate living spaces. As our parents age, we want to be close and do everything we can to help them stay in their home in the community and not move to assisted living.

Upon your suggestion, we have researched cities in the surrounding area and found that many progressive cities are changing their ordinances to allow for ADUs. Cities that allow accessory dwelling units include: Richfield (see attachment A), Roseville (see attachment B), Bloomington (see attachment B) Shoreview (see attachment B), Apple Valley (see attachment C), Eagan (see attachment D), Hastings (see attachment E), Farmington (see attachment F), and Lakeville (see attachment G).

In anticipation for this project, we had an architect create a design drawing of our vision for the building to give a clear idea of what we plan to do. The architectural drawing (see attachment H) shows how we plan to alter the existing garage (see attachment I), however, we are more than willing to adapt the design to the parameters of the City of Inver Grove Heights. We would simply like to finish off the upstairs of the garage and convert it into a living space for my husband and me.

Sincerely,  
Kayla Harren



**Kayla and Peter Harren**  
kaylaharren@gmail.com  
612.817.0074  
1355 96<sup>th</sup> Street East | Inver Grove Heights, MN 55077

**Jon and Kevie Skogh**  
jonskogh@gmail.com  
612.860.7168  
1355 96<sup>th</sup> Street East | Inver Grove Heights, MN 55077

**1355 96th Street East**  
**Inver Grove Heights, MN 55077**  
main house and detached garage building



# SUN CURRENT

RICHFIELD

\$1

Thursday, April 2, 2015

Current.mnsun.com



Vol. 45, No. 14

## State budget surplus

An editorial states it's time to rein in state leaders and add practical solutions regarding the surplus. Page 4

## Football honor

Richfield native Greg Clough was named Minnesota's assistant football coach of the year March 28. Page 10



## Public notices

A public notice outlines the intent of the Richfield-Bloomington Watershed Management Organization. Page 13

# New ordinance anticipates multigenerational homes

## Two-story garages and accessory dwelling units allowed

BY ANDREW WIG  
SUN CURRENT  
NEWSPAPERS

Richfield families have more freedom to make room for Grandma and Grandpa after an ordinance change was

approved last week. The Richfield City Council unanimously voted Tuesday, March 24, to increase the maximum allowable height of detached garages, allowing for garages up to two stories tall. Meanwhile, the council also approved rules for accessory dwelling units, making way for second-floor living quarters to be built above garages or as individual structures.

The approvals were made with demographic shifts in mind, particularly regarding the anticipated trend of baby boomers opting to move in with their grown children. "I think it's the way of the future given the aging population," Council member Pat Elliott surmised.

The option of parents moving in with their children offers an alternative to dedicated senior facilities. "It's going to give us an opportunity to provide comfort and sustenance to some of our older relatives who we want to keep an eye on, but still want to maintain that independence on their own," Elliott said.

With neighbors in mind, there are still several restrictions on what exactly those accommodations can look like. "We do think that there are a lot of protections in here to make sure that they're not overwhelming," Community Development Director John Stark said.

Detached garages may not exceed the height of the property's primary dwelling unit, with 25 feet as the absolute limit. Design standards such as consistency in exterior materials and the inclusion of windows, false windows, doors or similar openings are also part of the requirements. Accessory dwelling units must be at least 300 square feet and no larger than 800 square feet, but cannot exceed the size of the principal building. The owner of the property must occupy at least one dwelling on the lot as well. The new ordinance is limited to single-family homes; a special license is still

**HOMES - TO PAGE 3**

# Homes

FROM PAGE 1

required for those renting out space.

## Comments and concerns

In crafting the new policy, the city solicited residents' comments on the website Richfield Connect (richfieldconnect.mindmixer.com), which is used to gauge public opinion on a variety of issues. Eighteen commenters responded to the question, "What do you think about the idea of two-story detached garages?" None were outright opposed to the concept.

There were some concerns, however. Those

included architectural compatibility with the surrounding area and potential nuisances resulting from intensified activity of businesses operating out of homes, states a summary of the survey.

Four commenters, according to that summary, specifically expressed interest in allowing "mother-in-law" apartments or suites — self-contained dwelling units meant for relatives.

The construction industry has acknowledged a growing desire for such accommodations. Wendy Danks, a spokesperson for the Builders Association of the Twin Cities, pointed to the Lennar Corporation as the home builder in the metro area placing the

most notable emphasis on the presumed market shift. The Miami-based builder has a line of homes branded as NextGen. Explained in marketing materials as "the home within a home," the line is aimed at multi-generational families living under one roof.

Such considerations have generally been limited to higher-end homes, according to Danks. In addition to the anticipation of parents moving in with their grown children, commentators on Richfield Connect noted that allowing two-story garages may also help keep Richfield residents in the city by helping them accommodate growing families.

"We love the Richfield

community, but we also will have to look for a bigger home in the future," one commenter wrote. "However, if we could build on our existing property and have the option for a two-story garage, that would be wonderful."

City council members were satisfied the new option will not come was a nuisance to neighbors. "It's a change that I think will benefit some folks," Councilmember Michael Howard said, "but I don't think it's going to come at anyone's expense because of the thought that went into it."

Contact Andrew Wig at [andrew.wig@ecm-inc.com](mailto:andrew.wig@ecm-inc.com) or follow him on Twitter @RISunCurrent.

# Shop

FROM PAGE 1

planning commission.

The Zerorez facility has also exhibited numerous code violations, according to the staff report. Those infractions include a roadway that was painted with parking stripes, outdoor storage violations and landscaping issues, Richfield City Planner Melissa Poehlman said. No matter what happens to

— the Minneapolis shop repaints mailboxes for the United States Postal Service in their trademark blue, he said.

Kauffman told the planning commission that he employs 12 people at his shop, with an average salary of \$40,000. He expects his payroll to grow to 20 employees in the coming years. Aside from some exterior branding and brick work, there aren't many changes planned for the Zerorez building. "The building's actually in pretty

despite some uncertainty regarding the vision for the land. The 10-year-old Cedar Corridor Master Plan designates the space — along with a parcel to the north occupied by CenterPoint Energy — as parkland, the staff report notes. But the master plan doesn't specifically mention the parcel, "and therefore the intent of the Plan is unclear," the staff report states.

Richfield's recreation department is satisfied by plans to buffer the auto body shop from Taft Park, Poehlman said.

# ROBOT DAY

at The Works Museum

**SATURDAY, APRIL 11, 9 A.M. - 4 P.M.**

It's a family fun event, celebrating National Robotics Week!

- Meet and interact with robots of all kinds.
- See demos from robotics experts and student teams.
- Experiment with kid-friendly robotics.

Located off 35W at 98th Street in Bloomington

[www.theworks.org](http://www.theworks.org)

# the Works museum

[purplewave.com](http://purplewave.com)

## ACE BLACKTOP RETIREMENT INTERNET AUCTION

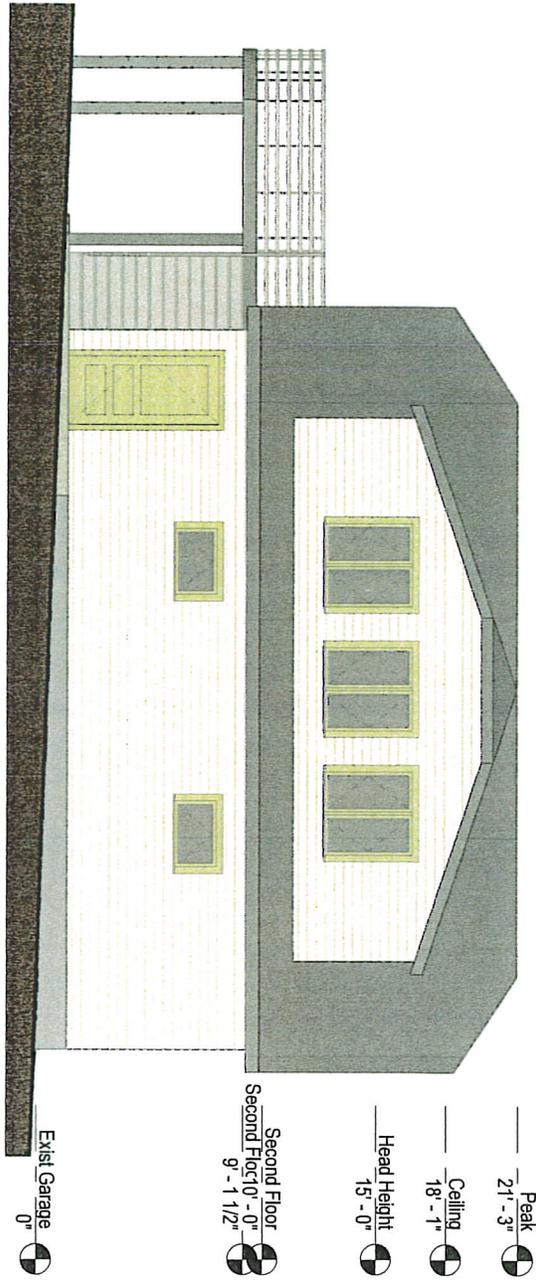
TUES., APRIL 14 | 10 a.m. CDT

Bid now on 200+ items selling without reserve!

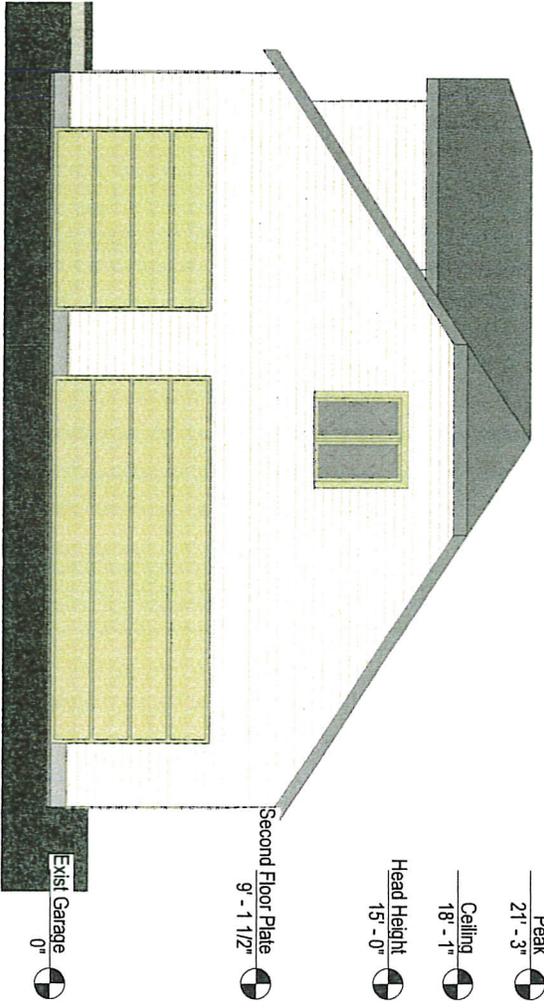
asphalt equipment, dump trucks, semi trucks, pavers, rollers, trailers, water trucks and more.

Item #J1978

10% buyer's premium. 866.608.9283



**2** Dormer Elevation  
3/16" = 1'-0"



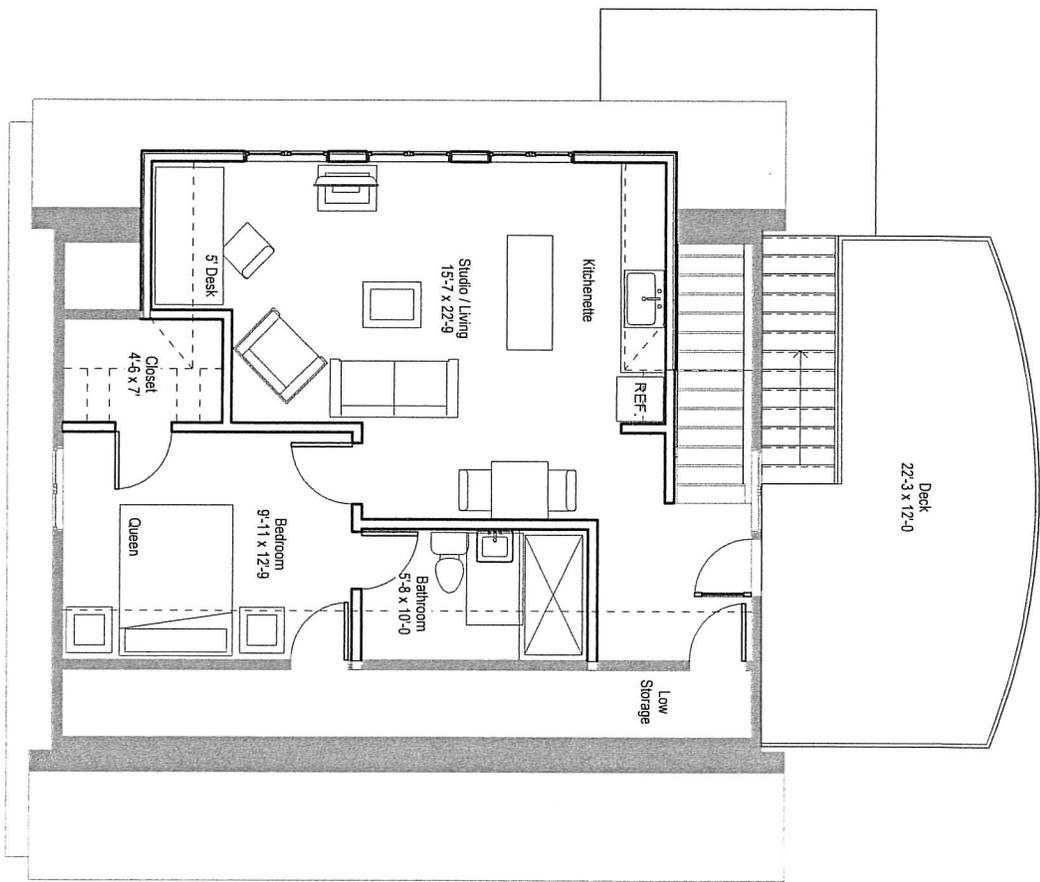
**1** Front Elevation  
3/16" = 1'-0"

**rchitect**  
Brian K Nelson

NCARB, LEED AP  
4932 Knox Ave S  
Minneapolis, MN 55419  
612.437.6816  
brian@bknarch.com  
www.bknarch.com

**Skogh Garage Apartment**  
1355 96th St. E.  
Inver Grove Heights, MN 55077

THIS SET OF ARCHITECTURAL DRAWINGS IS THE PROPERTY OF BKN ARCHITECTURE, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF BKN ARCHITECTURE, INC. IS STRICTLY PROHIBITED.  
DATE: 03-24-15  
DRAWN BY: Brian K Nelson  
CHECKED BY: Brian K Nelson  
SCALE: AS SHOWN  
PROJECT: Skogh Garage  
SHEET: A200



**1** Second Floor  
3/16" = 1'-0"



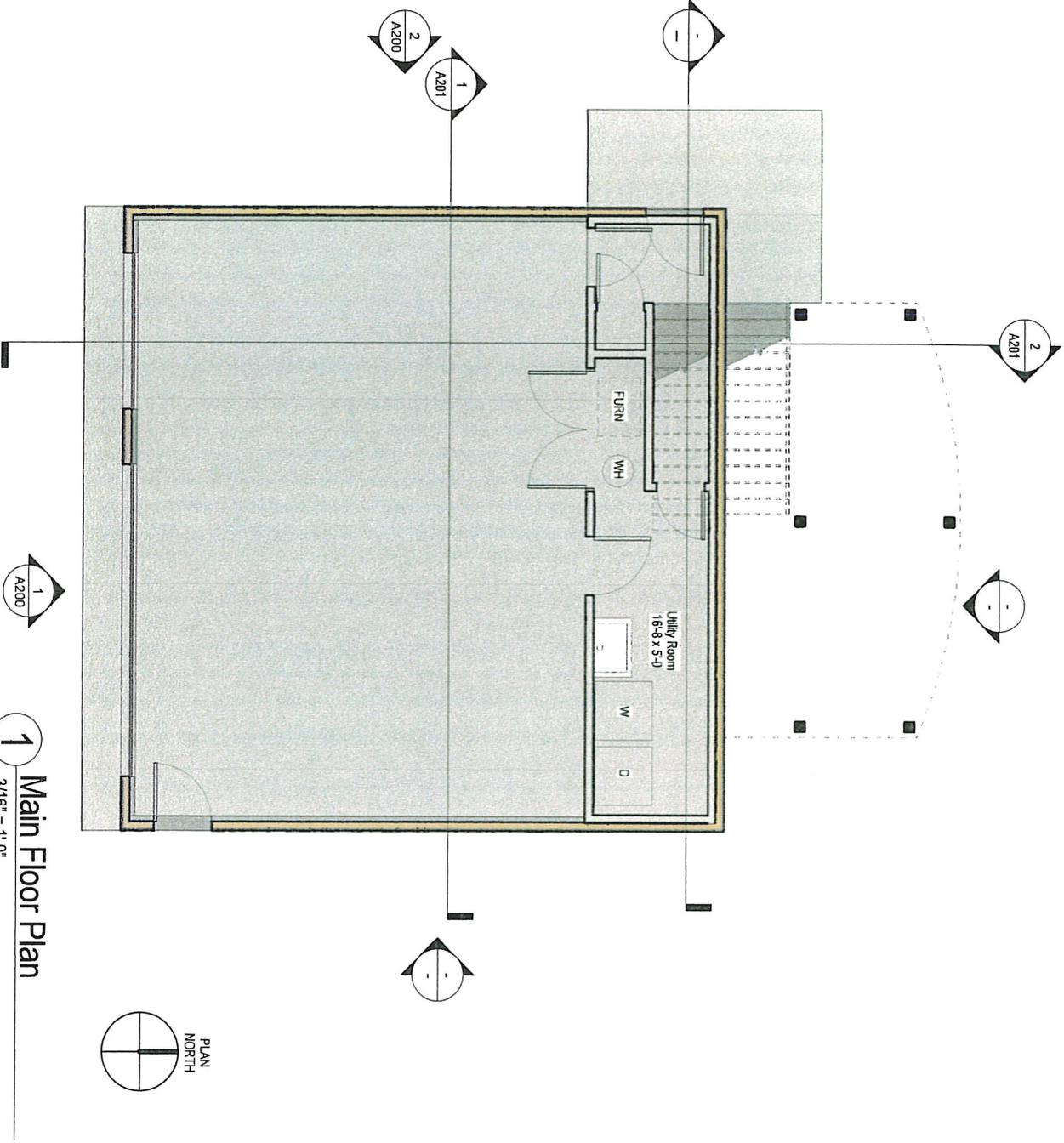
**Brian K Nelson**  
 NCARB, LEED AP  
 4932 Knox Ave S  
 Minneapolis, MN 55419  
 612-437-5816  
 brian@bknatch.com  
 www.bknatch.com

**rchitect**

**Skogh Garage Apartment**  
 1355 96th St. E.  
 Inver Grove Heights, MN 55077

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, AND ALL INFORMATION CONTAINED THEREIN ARE THE PROPERTY OF BKNATCH ARCHITECTURE AND THAT I AM A duly Licensed Professional Architect in the State of Minnesota.  
 PRINT NAME: Brian K Nelson  
 REGISTRATION: 45578  
 LICENSE #: 01-04-18

**A101**



1 Main Floor Plan  
3/16" = 1'-0"



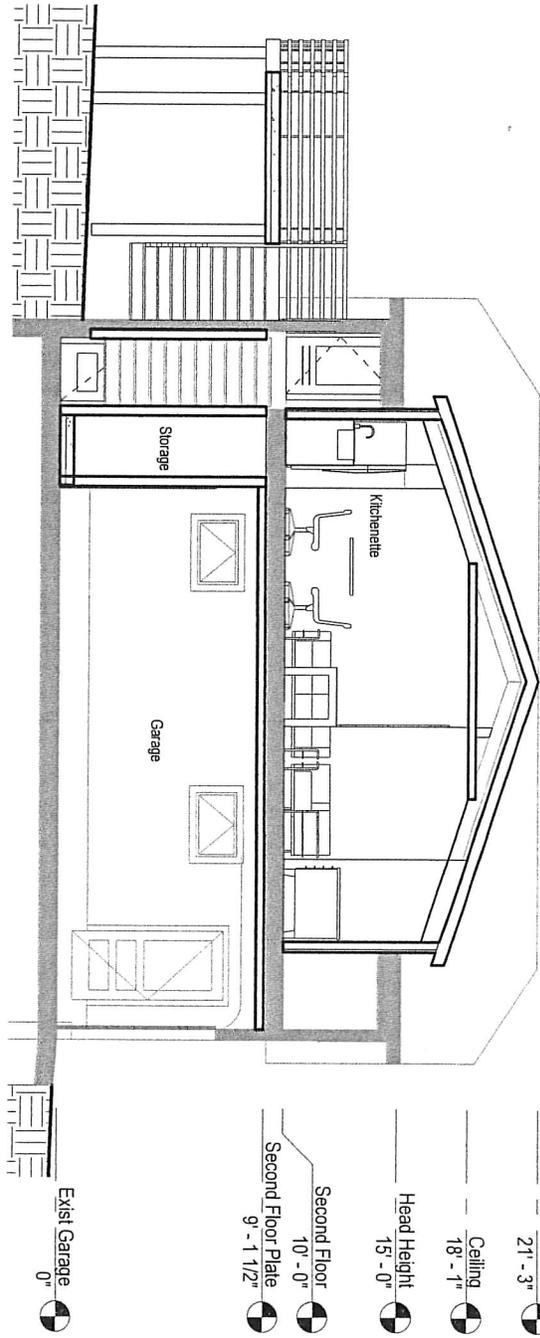
A100

DATE: 03-24-15  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]  
 SHEET: 1 OF 1

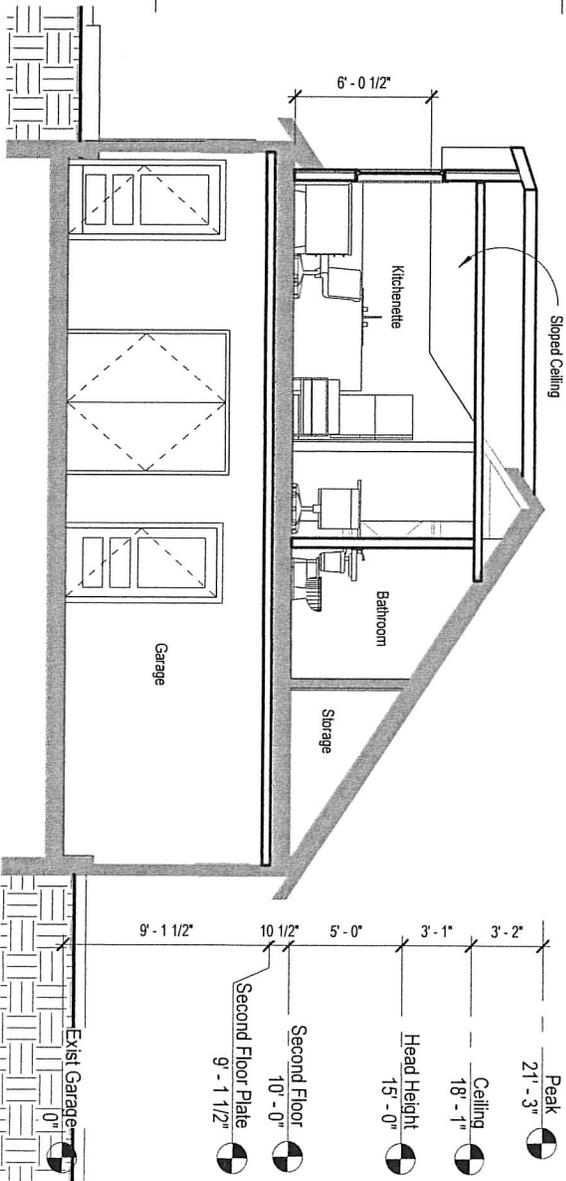
Skogh Garage Apartment  
 1355 96th St. E.  
 Inver Grove Heights, MN 55077

612.437.6816  
 brian@bknarch.com  
 www.bknarch.com

NCARB, LEED AP  
 4922 Knox Ave S  
 Minneapolis, MN 55419  
 Brian K Nelson  
 Architect



**2** Dormer Section  
3/16" = 1'-0"



**1** Cross Section  
3/16" = 1'-0"

Brian K Nelson  
rchitect

NCARB, LEED AP  
4932 Knox Ave S  
Minneapolis, MN 55419  
612.437.6816  
brian@bknarch.com  
www.bknarch.com

Skogh Garage Apartment  
1355 96th St. E.  
Inver Grove Heights, MN 55077

THIS DOCUMENT IS THE PROPERTY OF BKN ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF BKN ARCHITECT. THE LENSES OF THE STATE OF MINNESOTA.  
PROJECT NAME: Skogh Garage  
PROJECT TITLE: Skogh Garage  
OWNER: #  
DATE: 01-24-15  
A201

**1355 96th Street East**  
**Inver Grove Heights, MN 55077**  
current detached two-story garage building



**ACCESSORY DWELLING UNIT  
SUMMARY OF OTHER CITY ORDINANCES**

	Zoning Districts Allowed	Allow by Permitted, CUP or Accessory	Allow in Accessory Structure	Number of ADU/lot	Licensing or Permit	Max/Min size of ADU	Limit number of bedrooms	Ownership	Occupancy limit	Separate entrance or modify main entrance	Number of parking spaces required	Other
<b>Bloomington</b>	single family districts only. Lot must meet minimum size requirement	accessory use	no	1	annual rental license	960 sq ft 300 sq ft	2 bedrooms max	only one unit may be rented	limited to 2 persons	appearance to remain looking like single family residence	site must conform to current standards. No extra spaces required.	allowed only on lots with city sewer and water
<b>Shoreview</b>		accessory use	no	1	permit	800 sq ft	2 bedrooms max	house must be owner occupied only one unit may be rented.	none	no separate front entrance allowed	min 3 off-street required with min 2 enclosed	remain in single ownership and have only one address
<b>Richfield</b>	single family districts	accessory use	yes	1	rental license	800 sq ft 300 sq ft	none	house must be owner occupied	none	no separate front entrance allowed	3 off-street parking spaces on lot	conversion of garage space must be replaced
<b>Roseville</b>	single family districts.	accessory use	yes	1	administrative license	600 sq ft 300sq ft	2 bedrooms max	house must be owner occupied	limited to 2 persons	appearance or character not significantly altered	no additional required. Site must meet parking standards	entryway from detached must have sidewalk to street
<b>Apple Valley</b>	R-1 District - 40,000 sq ft min lot size	conditional use	no	1	none	not more than 40% of primary residence footprint. 300 sq ft	2 bedrooms max	only one unit may be rented.	limited to 3 persons	appearance to remain looking like single family residence	2 additional required for ADU plus required for primary	not permitted if 3 ADU's exist within a radius of 2,640 ft of proposed
<b>Eagan</b>	R-1 and Estate districts	accessory use	no	1	registration required	960 sq ft or 33% of primary footprint. 300 sq ft	2 bedrooms max	only one unit may be rented.	limited to 2 persons	appearance to remain looking like single family residence. Does not allow separate front entrance	2 additional required for ADU plus required for primary	not allowed if building coverage existing or with addition exceeds 20% of lot
<b>Farmington</b>	single family districts	conditional use	yes	1	none additional	1800 sq ft	-	-	-	accessory must be behind principle in side or rear yard	-	-
<b>Lakeville</b>	single family districts	accessory use	no	1	administrative permit	no max/min	no limit	-	-	no separate front or exterior entrance	3 enclosed spaces required	must have interior connection between units
<b>Plymouth</b>	single family districts	accessory use	yes - only	1	administrative permit. Permit to rent	1000 sq ft max	-	only one unit may be rented	no limit	separate for accessory	2 additional spaces required	only allowed with new construction and in subdivisions approved after 2001

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING ALLOWING  
ACCESSORY DWELLING UNITS (ADU) IN SINGLE FAMILY RESIDENTIAL  
ZONING DISTRICTS**

---

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

**Section One. Amendment.** Title 10, Chapter XX, of the Inver Grove Heights City Code is hereby amended to read as follows:

**10-XX: ACCESSORY DWELLING UNIT:**

Accessory dwelling units (ADU) may be permitted as an accessory use to a single family dwelling in the A, E-1, E-2, R-1A, R-1B and R-1C zoning districts subject to the following:

1. A rental license for the non-owner-occupied unit shall be required pursuant to Chapter \_\_ of City Code.

2. Each accessory dwelling unit shall require a city registration pursuant to requirements of City Code.

3. An accessory dwelling unit shall be clearly a subordinate part of the single-family dwelling. In no case shall the ADU be more than 1000 square feet, nor less than 250 square feet.

4. An accessory dwelling unit may be permitted within a detached accessory structure provided the lot size on which the unit would be located is 12,000 square feet or greater.

5. A detached accessory dwelling unit may be allowed in a detached accessory structure provided the detached structure's gross floor area is 1000 square feet or less on lots less than or equal to 2.5 acres and 1,600 gross square feet or less on lots greater than 2.5 acres in size. In no case shall the ADU be more than 1000 square feet, nor less than 250 square feet.

6. No more than one accessory dwelling unit shall be allowed on a lot.

7. The property owner must reside in either the primary residence or the ADU as their permanent residence.

8. An ADU may not be subdivided or otherwise segregated in ownership from the primary residence structure.

9. The exterior design of an accessory dwelling unit shall incorporate a similar architectural style, roof pitch, colors, and materials as the principal building on the lot, and shall be compatible with the character of the surrounding residential buildings.

10. The total number of occupants in the accessory dwelling unit shall not exceed three (3) persons.

11. Lots with accessory dwelling units shall provide at least two (2) off-street parking spaces in addition to the one (1) off-street parking space required for the primary residence.

12. Accessory dwelling units in combination with their associated single family dwelling unit must conform to all city code requirements for single family dwellings, including but not limited to setback, height, impervious surface and accessory structure standards.

13. The accessory dwelling unit and the associated single family dwelling unit must meet current state building, plumbing, electrical, mechanical and Fire Code provisions including fire emergency vehicle access to any accessory dwelling unit.

14. A accessory dwelling unit in a detached accessory structure shall have a separate address from the principal dwelling unit on the lot and shall be identified with address numbers assigned by the City and pursuant to size and location regulations of the city code.

**Section Two. Amendment.** Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

ACCESSORY DWELLING UNIT (ADU): A subordinate habitable dwelling unit, which has its own basic requirements of shelter, heating, cooking and sanitation, added to or created within a single-family dwelling or detached accessory structure.

**Section Three. 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 \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
, City Clerk

# ZONING PRACTICE

JULY 2012



AMERICAN PLANNING ASSOCIATION

➔ ISSUE NUMBER 7

## PRACTICE ACCESSORY HOUSING



# Zoning for Accessory Housing

By Tom Daniels

Compact, walkable, and well-designed development is a primary goal of smart growth, and accessory housing can provide affordable housing opportunities that promote smart growth without sacrificing appearance.

Accessory housing may either be a detached dwelling unit with full services—bath, sleeping quarters, and kitchen—or an autonomous apartment attached to a house.

Accessory apartments are often known as “granny flats” or “in-law suites” because of the common practice of keeping an elderly parent as part of the household but in a largely independent living situation. An apartment may be inconspicuously built over an attached or detached garage or added on to the back of a house.

Whether attached or detached, accessory housing can increase residential densities and encourage walkability. However, many older zoning ordinances present major obstacles to the creation of accessory dwelling units (ADUs).

Accessory housing is one response to major changes in demographics and the real estate market. First, the number of single-person households is growing, especially among young adults who are marrying later and don’t need large homes. Second, many people are living longer and want to age in place with family members nearby, rather than join their fellow senior citizens in an assisted-living complex. Third, many empty nesters are downsizing, and an apartment makes good sense. Fourth, the popularity of off-campus living among college students means a steady demand for apartments, especially within walking distance of school. Finally, people who work in a high-end community often cannot afford to live there as well. ADUs can provide affordable workforce housing for local workers.

Efforts to retrofit suburbs and encourage infill in cities have often focused on large projects such as redeveloping dead

malls and multistory mixed use commercial and residential buildings. But financing for these projects is less available since the 2007 downturn in the real estate market. While these large projects are certainly needed to promote mixed uses and walkability, the residential market has lately favored renters over buyers. Still, proposals for multifamily rentals often spark a backlash, especially in newer suburbs. One less conspicuous way to provide more rental units is through an accessory housing ordinance in single-family residential districts.

---

## ADVANTAGES OF ACCESSORY HOUSING

1. A way to create mixed income neighborhoods without reducing property values (a traditional use of zoning).
2. A way to increase density in urban and suburban areas without multifamily development. Little burden on community services compared to property taxes generated.
3. A way to provide housing for the elderly, especially for an older family member. This enables senior citizens to “age in place.”
4. Workforce and student housing.

---

Interest in accessory housing has existed for decades. In 1985 author Martin Gellen estimated that there were 10 to 18 million houses with sufficient space to add an accessory dwelling unit, and if just 15 percent of these units were actually built, at least 150,000 units could be added to the nation’s housing stock. In much of the 1980s and 1990s cities and inner suburbs

grew more slowly or lost population compared to most suburbs and exurban areas, where builders could offer large houses on large lots. In the 2000s, this big-house strategy contributed to the housing meltdown in two ways. First, many people paid more than they could afford for these large houses, and second, home builders created an oversupply of houses, which exacerbated the downturn in home prices and left many recent buyers “underwater”—owing more on their mortgage than their house was worth. Although housing prices seem to be stabilizing after five years of declines, rental opportunities remain attractive.

Several studies have shown that accessory apartment units rent for below-market rates, in part because the accessory apartments are less expensive to build onto existing houses or garages. Pedestrian access to commercial uses and transit are important, especially for older people who may no longer drive and for young adults who cannot afford a car or may not want to own a car. Thus, accessory units tend to be more pedestrian- and transit-friendly within cities and inner suburbs, rather than in newer suburbs where residential and commercial areas are typically separated and a car is needed for transportation.

Two potential longer term threats to accessory housing are gentrification and rising property taxes. Gentrification can lead to reductions in accessory housing supply when wealthier residents moving into a neighborhood “mothball” or remove accessory units. Also, as property values rise, the rents on the ADUs can rise beyond the affordability of low- to moderate-income residents. It is also important to keep in mind that the construc-

## ASK THE AUTHOR JOIN US ONLINE!

Go online during the month of July to participate in our "Ask the Author" forum, an interactive feature of *Zoning Practice*. Tom Daniels will be available to answer questions about this article. Go to the APA website at [www.planning.org](http://www.planning.org) and follow the links to the Ask the Author section. From there, just submit your questions about the article using the e-mail link. The author will reply, and *Zoning Practice* will post the answers cumulatively on the website for the benefit of all subscribers. This feature will be available for selected issues of *Zoning Practice* at announced times. After each online discussion is closed, the answers will be saved in an online archive available through the APA *Zoning Practice* web pages.

### About the Author

Tom Daniels is a professor in the Department of City and Regional Planning at the University of Pennsylvania. He teaches Land-Use Planning, Environmental Planning, and Growth Management. Daniels is the coauthor of the *Small-Town Planning Handbook* (APA Planners Press, 2007) and the *Planners Guide to CommunityViz* (APA Planners Press, 2011).

tion of an ADU, whether detached or an attached apartment, will result in higher property taxes for the property owner.

### CREATING AN ACCESSORY HOUSING ORDINANCE

Zoning is not known as a tool that local governments use to respond quickly to demographic trends or changes in the real estate market. The main purpose of zoning remains the separation of conflicting uses, which is closely tied to the protection of property values. But there is a sequence of steps that a local government can take to create a legally and politically sound accessory housing ordinance.

First, planners and elected officials should make sure that the community generally supports ADUs. Then they can add an affordable housing goal to the comprehensive plan (if such a goal does not already exist). Next, planners and elected officials can include a policy objective to promote ADUs in the housing section of the comprehensive plan and amend the future land-use map to indicate where ADUs are allowed. Planners should have a sense of the maximum build-out potential for accessory dwelling units, and accessory units should only be allowed in areas with adequate central sewer and water service. This first step shows that the elected officials and planners support accessory housing.

Second, make sure that the accessory housing provisions of the zoning ordinance are consistent with the local comprehensive plan. The affordable housing goal and accessory dwelling objective give direction to the zoning ordinance and establish a legal basis for the accessory dwelling provisions

within the zoning ordinance. The location of where ADUs are allowed on the zoning map should coincide with locations identified as appropriate on the future land-use map. The overall consistency of the zoning ordinance and zoning map with the affordable housing goal, the accessory housing objective, and the future land-use map of the comprehensive plan will make the accessory housing ordinance more likely to withstand legal challenges.

Third, the addition of the accessory housing provisions in the zoning ordinance helps to avoid rezoning and variance battles, which can be expensive and engender bad feelings with neighbors. In drafting the ADU ordinance, planners should meet with residential property owners and neighborhood associations and negotiate design standards, parking, and rules for ADUs, such as "no more than two people may reside in an accessory unit." This community outreach serves to head off political opposition to the accessory housing ordinance and to incorporate as much as possible the comments of the people who will live near and next to the ADUs. The ADU ordinance emphasizes revising single-family zoning districts to allow accessory dwellings. ADUs, both detached units and attached apartments, must be defined in the ordinance.

An important decision is whether to allow accessory dwellings by right or through a special exception. A conditional use permit makes little sense because accessory housing generally does not affect the entire community but rather certain neighborhoods. The advantage of the special exception approach is that the zoning ordinance can impose certain limits on the number of occupants of the accessory housing. The special exception process involves

## The location of where ADUs are allowed on the zoning map should coincide with locations identified as appropriate on the future land-use map.

a review of the ADU that the home owner is proposing, a fee, and approval from the Zoning Board of Adjustment.

On the other hand, allowing an ADU by-right can speed the review process while maintaining certain performance standards, such as a required tie-in to central sewer and water, limits on size, and number of residents. A site plan review is commonly required whether the zoning to allow accessory dwellings is by-right or by special exception.

Fourth, land development and building design standards are key issues, especially for detached units. Setbacks from property lines are usually stated in the zoning ordinance rather than left up to the variance process. For the sake of good neighbor relations and appearance, a specific setback of

10 or 15 feet is recommended. Maximum lot coverage can be the same standard as for single-family dwellings. Height limits may be no more than 20 feet. The idea is that a single floor with some storage space above is adequate, or that an apartment above a garage should not loom over a neighbor's property. The maximum size is a common issue. A maximum square footage should be spelled out, such as 800 square feet. Design and landscaping requirements for a detached accessory unit should not be dissimilar from the rest of the neighborhood. Graphic illustrations of design and landscaping standards in the ordinance can be particularly helpful. Parking, however, can be a problem. An accessory dwelling unit will most likely rely upon on-street parking. Adding a parking space on the property could be difficult. In addition, the property owner must demonstrate that there is adequate central sewer and water service for the accessory dwelling unit. Typically, no more than one accessory dwelling is allowed with a primary residence, and often, the owner of the primary residence must live on the property, either in the primary residence or in the accessory unit. Also, an ADU must meet the local building code before the local government will issue an occupancy permit.

Finally, it is important to demonstrate that builders are interested in constructing detached ADUs and attached accessory apartments. Local lenders should be made aware that accessory dwellings are permitted and that a construction loan should be forthcoming pending zoning approval.

**WHERE HAS ACCESSORY HOUSING WORKED?**

Cities appear to have had more success in constructing ADUs than suburbs. And West Coast cities, in particular, have made innovative efforts to encourage accessory units in part to provide affordable housing and to promote compact development.

**Portland, Oregon**

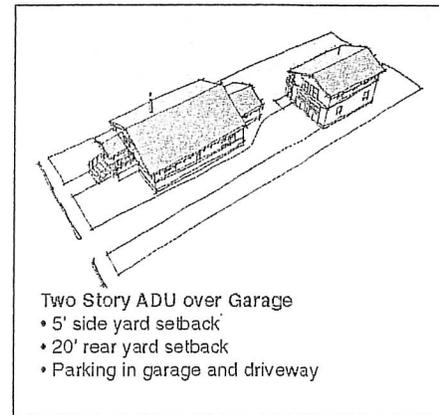
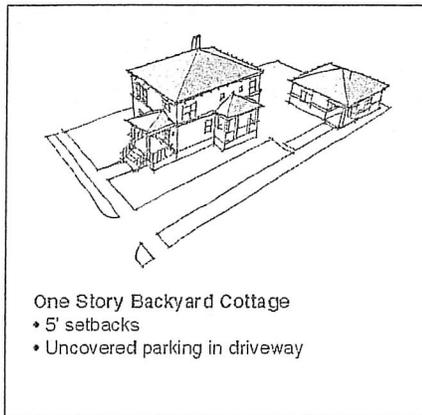
Portland is often cited as a paragon of smart growth. Portland's zoning code provides standards for ADUs in all of its residential zones and was last updated in 2010. ADUs can be created by right in a detached single-family house, an attached row house, or a manufactured home. The ADU can result from converting existing living area, finishing an existing basement or attic, building a new structure, or making an addition to an existing structure.

The purposes of the accessory dwelling provisions in the Portland zoning ordinance include:

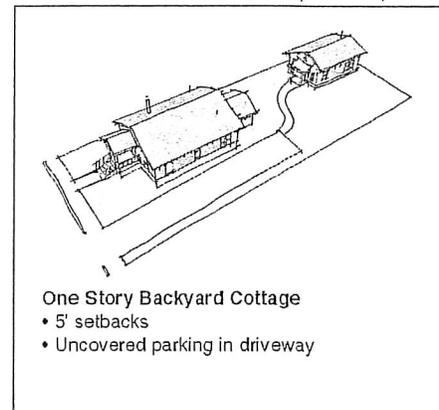
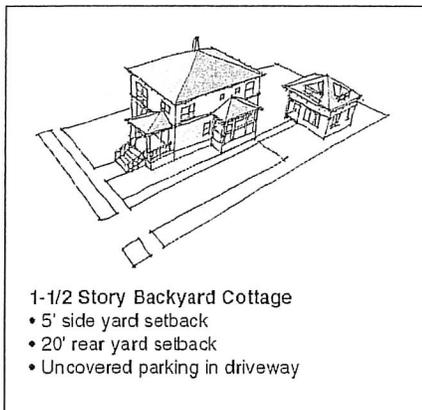
- increasing the housing stock while respecting the appearance and scale of single-dwelling neighborhoods;
- providing a mix of housing that responds to changing family needs and smaller households;
- providing a means for residents—particularly seniors, single parents, and families with grown children—to remain in their homes

defines a household rather broadly: "One or more persons related by blood, marriage, legal adoption or guardianship, plus not more than 5 additional persons, who live together in one dwelling unit."

The emphasis in Portland's accessory dwelling approval process is on mitigating off-site impacts, for example requiring an erosion-control plan and a stormwater plan if the ADU will add more than 500 square feet of impervious surface. In addition, there is a system development charge (think impact fee) of about \$6,000 to \$10,000 for



City of Santa Cruz, California



⊕ These illustrations show a range of detached ADU types. Owners looking to create an ADU rental for supplemental income may elect to construct a detached unit to maximize privacy.

and neighborhoods and obtain extra income, security, companionship, and services; and

- providing a broader range of accessible and more affordable housing.

The ordinance defines an ADU as a second dwelling unit created on a lot with an existing house, row house, or manufactured home, where the second unit is auxiliary to and smaller than the existing unit.

Portland's ordinance allows a household to inhabit an ADU. The ordinance

sewer and water service, recreation, and streets.

The density requirements are quite favorable for adding accessory dwellings. In the single-dwelling zones, ADUs are not included in the minimum or maximum density calculations for a site. In other words, density is not an issue. In all other residential zones ADUs are included in the minimum density calculations but are not included in the maximum density calculations. This is in an incentive not to create large lots. Keep

in mind that the general standard for new development inside the greater Portland metropolitan service boundary is 10 to 12 dwelling units per acre. The ADU ordinance is designed to help achieve that density.

For an existing house the ADU can be no more than 75 percent of the total living area of the house or a maximum of 800 square feet, whichever is less. To keep detached accessory dwellings inconspicuous, a unit must be at least 60 feet from the front property line, or the unit must be at least six feet behind the house, row house, or manufactured

cannot cover more than 15 percent of the entire lot. As for design, the exterior of the accessory dwelling unit must be the same as or visually match the primary dwelling. For instance, the roof pitch of the accessory dwelling must be same as the pitch for the primary dwelling, and the trim and the windows should match. Unfortunately, though, the ordinance does not contain any graphics for the reader to follow in trying to understand the design standards.

Finally, Portland requires that an applicant for an ADU submit a site plan,

Most of the new ADUs have been built on the east side of the city fairly close to downtown. About 40 percent of the ADUs built have been detached cottage units and 60 percent attached apartments, typically above a garage.

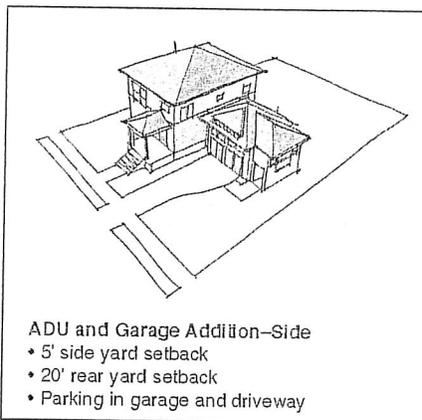
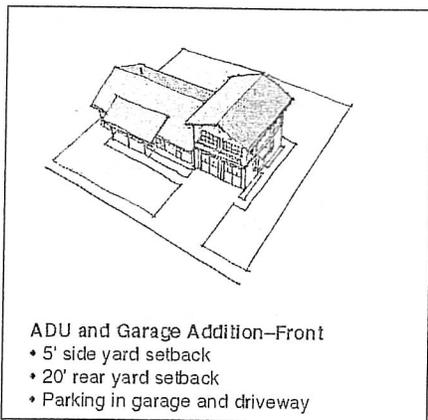
#### Spokane, Washington

Spokane has taken a unique approach to accessory dwellings by adopting a cottage housing ordinance in 2006. Although this ordinance may not be applied as widely as a typical accessory housing ordinance, it offers a way to increase density and affordability through the construction of small houses. The purpose of the Spokane ordinance is to “support the diversity of housing, increase the variety of housing types for smaller households and provide the opportunity for small, detached single-family dwelling units within existing neighborhoods.”

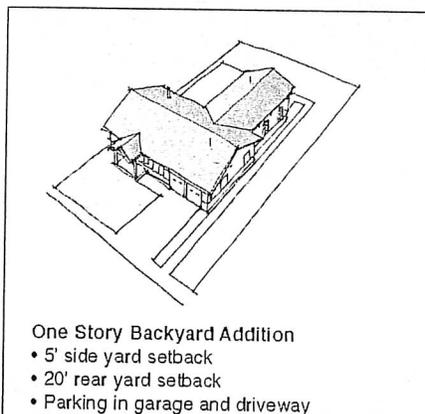
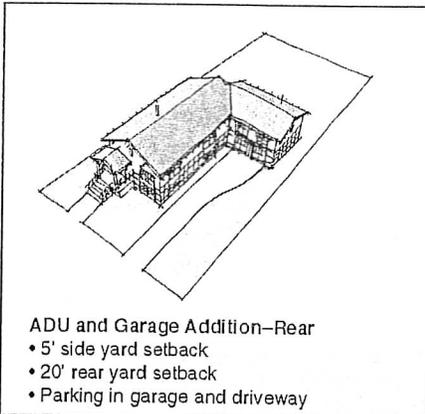
The cottage ordinance applies in the city’s single-family residential district and the residential agricultural district. The ordinance requires a minimum of half an acre and a minimum of six units, with a maximum of 12 units, and offers the property owner a 20 percent density bonus. Properties that meet the minimum acreage standard are most often on the edge of a city, and hence the cottage ordinance could be especially helpful as a city with annexation powers adds land within the city limits.

The maximum square footage is 1,000 square feet, excluding any floor area where the floor-to-ceiling height is less than six feet. But half of the cottages can have no more than 650 square feet on the main floor and half can have no more than 1,000 square feet on the main floor. Once a cottage is built, it cannot be expanded.

Maximum lot coverage is 40 percent. The height limit is 18 feet, except if the dwelling has a pitched roof. Then the maximum height is 25 feet. All cottages are required to have covered porches, which are oriented toward common open space or to the street. For each cottage there must be at least 250 square feet of common open space and 250 square feet of private open space. The common open space must be landscaped and maintained by a home owners association. Setbacks for all structures from the property lines must average 10 feet but cannot be less than five feet, and not less than 15 feet from a public street. This last standard is similar to the front yard setback required of any detached single-family residence.



City of Santa Cruz, California



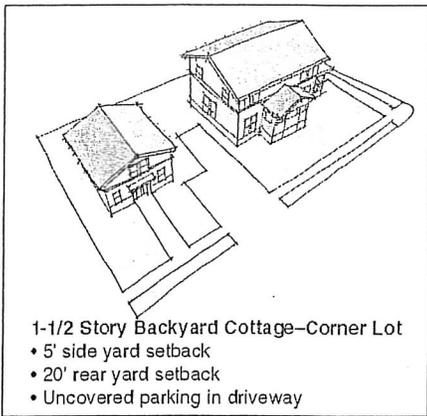
⊕ These illustrations show a range of attached ADU types. Attached ADUs may be preferable for housing extended family members.

home. For fire safety, the detached ADU must be at least six feet from the primary dwelling. Portland does not require additional on-site parking for an accessory dwelling. Thus, on-street parking can be used. Design review is required if changes are proposed to the exterior of an existing house.

The height limit for a detached accessory dwelling unit is 18 feet. The lot coverage of the detached accessory dwelling unit cannot exceed the lot coverage of the primary dwelling. Together, the two dwellings

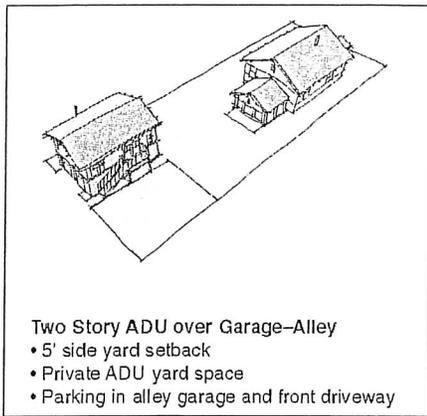
architectural plans, and structural plans.

From 2002 through 2011 Portland issued a total of 316 accessory dwelling permits. The downturn in the national economy was also reflected in ADU activity. In 2007, 31 permits were issued; only 19 were issued in 2008 and 22 in 2009. The Portland City Council then enacted a waiver of the system development charges for three years for new accessory dwelling units. The new policy seems to be working. In 2010, the city issued 61 permits; in 2011, 64.



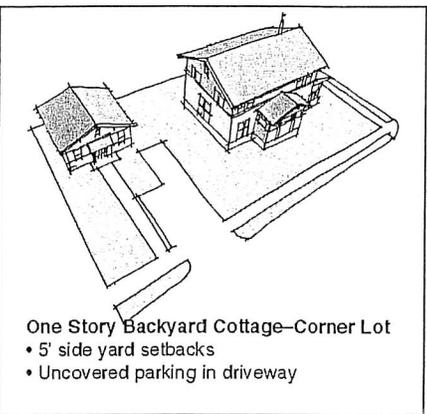
**1-1/2 Story Backyard Cottage—Corner Lot**

- 5' side yard setback
- 20' rear yard setback
- Uncovered parking in driveway



**Two Story ADU over Garage—Alley**

- 5' side yard setback
- Private ADU yard space
- Parking in alley garage and front driveway



**One Story Backyard Cottage—Corner Lot**

- 5' side yard setbacks
- Uncovered parking in driveway



**One Story Backyard Cottage—Alley**

- 5' side yard setback
- Uncovered parking in driveway

City of Santa Cruz, California

➡ These illustrations show how detached ADUs can be sited on corner lots and lots with access to an alley.

Parking must be clustered in groups of five spaces and set back at least 20 feet from the street. Each cottage must have access to a sidewalk.

The cottage ordinance calls for variety in design. Only one-fifth of the cottages can have the same design, and no two similar designed cottages can be placed next to each other. Each cottage must have at least four elements from a list of 14. These include, for example, varying roof shapes, dormers, bay windows, and variation in building materials and colors.

Spokane has had difficulty in implementing the cottage ordinance. So far only three projects have been proposed. Objections from neighbors have been a major problem. But in 2009, the Washington Court of Appeals issued a ruling upholding the city's approval of a 24-unit cottage development on two acres. The court found that the cottages would have no significant adverse effect on the neighborhood. Another obstacle has been minimum lot size of 4,350 square feet with a minimum lot width of 40 feet and a minimum front

lot line of 40 feet. In 2011, an Infill Housing Task Force recommended creating a new compact residential single-family zoning district (RSF-C) in addition to the existing residential single-family district (RSF) in order to promote the cottage ordinance. The

RSF-C district would have a minimum lot size of 3,000 square feet, a minimum lot width of 36 feet, and a minimum front lot line of 30 feet.

**Santa Cruz, California**

Santa Cruz is located about 70 miles south of San Francisco on the Pacific Ocean. It is a college town that has experienced considerable growth from its proximity to Silicon Valley to the northeast. Santa Cruz created its accessory dwelling ordinance in 2003 in response to California law AB 1866 of 2002, which not only sought to promote the creation of accessory dwelling units but made it so that local governments could not prohibit the development of an ADU if it meets development standards. The purpose of the Santa Cruz ADU program is to provide more rental housing, encourage infill development and thus protect green space on the edge of the city, and to promote the use of public transportation. Santa Cruz has one of the least affordable housing markets in the United States. The city estimates that less than seven percent of the city's residents can afford to buy a local median-priced house. On the other hand, Santa Cruz has more than 18,000 single-family lots, which suggests a good opportunity to create affordable rental housing.

Santa Cruz formed the Accessory Dwelling Unit Development Program, which featured changes to the zoning ordinance, a strong public education effort, and financial assistance. The city removed a requirement that a single-family home had to have a covered parking structure (garage or carport), which made space available for



City of Spokane, Washington

➡ Permitting two or more small cottages on a single lot provides an alternative to the standard accessory dwelling model.

an ADU. ADUs are allowed on single-family lots of 5,000 or more feet, and must meet setback, height, and parking requirements. Two-story ADUs that are located within a rear yard setback or any ADU that does not meet applicable zoning standards require a public hearing and an administrative use permit.

Next, the city had architects draft designs of accessory units that met both size (500 square feet) and style requirements that home owners could follow to speed the review and approval process. Then the city drafted an ADU manual describing how home owners could work their way through design, review, and city approval to construction. The city also held five public workshops to explain the ADU process.

In 2003 a total of 35 accessory dwelling units were built in Santa Cruz, up from just eight in 2001. In 2004, the city added a progressive Fee Reduction/Waiver Program for property owners who build an ADU for a household whose income level is at or below 60 or 50 percent of the Area Median Income (AMI). Fees may vary by unit size and other design components. Typical city development fees for a new one-bedroom, 500-square-foot ADU might be about \$9,000. For providing rental housing to low-income households at 60 percent of the AMI, a home owner would save about \$6,000 in city development fees. For very low-income housing at 50 percent of the AMI, the full \$9,000 would be saved.

The Santa Cruz Community Credit Union offered loans of up to \$100,000 at 4.5 % interest for Santa Cruz home owners looking to build an affordable ADU. To qualify, home owners had to sign a covenant stating that the ADU would be rented at a price affordable to low- to moderate-income residents.

In 2004 the city received the Policies and Regulations Smart Growth Achievement Award from the U.S. Environmental Protection Agency. Since 2003, Santa Cruz has added more than 170 accessory dwelling units.

## CONCLUSION

The accessory housing concept is an old idea, but has seen renewed interest over the past 30 years and especially since the rise in real estate prices in the late 1990s. Local governments have adopted accessory dwelling ordinances to encourage housing for elderly relatives and rental opportunities for young adults, including students. A local government can identify accessory housing as an objective in the comprehensive plan and provide for it in the local zoning ordinance.

Portland and Santa Cruz have created successful accessory dwelling unit programs that seek to streamline the development process yet maintain good design that fits in with the neighborhood. Both cities have offered financial incentives. Portland has temporarily waived the system development charges on new accessory dwelling units, and Santa Cruz has offered low-cost financing.

Eleven cities in Washington, including Spokane, have adopted cottage ordinances. Spokane's experience shows that site design is also important, not just zoning. In effect, a unified development code that combines zoning and land develop-

ment regulations would help landowners understand what they have to do to create an ADU as well as streamline the approval process. Opposition from neighbors is to be expected, especially if the city does not undertake an educational effort. Even then, accessory units can make neighbors feel encroached upon as well as raise concerns about impacts on property values.

With the U.S. population expected to add more than 100 million people over the next 40 years, accessory housing can play a small, but significant role in offering affordable housing and walkable, compact development that helps to revitalize cities.

---

## RESOURCES BOX

Resources on Accessory Housing

Georgia Department of Community Affairs

"Accessory Housing Units." [www.dca.state.ga.us/intra\\_nonpub/Toolkit/Guides/AcsryHsngUnts.pdf](http://www.dca.state.ga.us/intra_nonpub/Toolkit/Guides/AcsryHsngUnts.pdf)

Portland (Oregon) Bureau of Development Services, City of  
"Accessory Dwelling Units (ADUs)."

[www.portlandonline.com/bds/index.cfm?c=36676](http://www.portlandonline.com/bds/index.cfm?c=36676)

[www.portlandonline.com/bds/index.cfm?&a=53301](http://www.portlandonline.com/bds/index.cfm?&a=53301)

Spokane (Washington), City of

2012. Municipal Code. Section 17C.110.350: Cottage Housing.

[www.spokanecity.org/services/documents/smc/?Section=17C.110.350](http://www.spokanecity.org/services/documents/smc/?Section=17C.110.350)

Santa Cruz (California), City of

"Accessory Dwelling Unit Development Program"

[www.cityofsantacruz.com/index.aspx?page=1150](http://www.cityofsantacruz.com/index.aspx?page=1150)

[www.huduser.org/rbc/newsletter/vol6iss2more.html](http://www.huduser.org/rbc/newsletter/vol6iss2more.html)

Washington Appeals Court, State of

2009. *William Davis et al. v. City of Spokane and Konstantin Vasilenko*, No. 29204-5-III.

<http://statecasefiles.justia.com/documents/washington/court-of-appeals-division-iii/292045.unp.doc.pdf?ts=1323968271>

Cover image: ©iStockphoto.com/otisabi

## VOL. 29, NO. 7

*Zoning Practice* is a monthly publication of the American Planning Association. Subscriptions are available for \$95 (U.S.) and \$120 (foreign). W. Paul Farmer, FAICP, Chief Executive Officer; William R. Klein, AICP, Director of Research

*Zoning Practice* (ISSN 1548-0135) is produced at APA. Jim Schwab, AICP, and David Morley, AICP, Editors; Julie Von Bergen, Assistant Editor; Lisa Barton, Design and Production.

Missing and damaged print issues: Contact Customer Service, American Planning Association, 205 N. Michigan Ave., Suite 1200, Chicago, IL 60601 (312-431-9100 or [customerservice@planning.org](mailto:customerservice@planning.org)) within 90 days of the publication date. Include the name of the publication, year, volume and issue number or month, and your name, mailing address, and membership number if applicable.

Copyright ©2012 by American Planning Association, 205 N. Michigan Ave., Suite 1200, Chicago, IL 60601-5927. The American Planning Association also has offices at 1030 15th St., NW, Suite 750 West, Washington, DC 20005-1503; [www.planning.org](http://www.planning.org).

All rights reserved. No part of this publication may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from the American Planning Association.

Printed on recycled paper, including 50-70% recycled fiber and 10% postconsumer waste.



# MINNESOTA GOOD AGE

MAY 2015

## ONE PROPERTY, TWO HOMES

PAGE 33

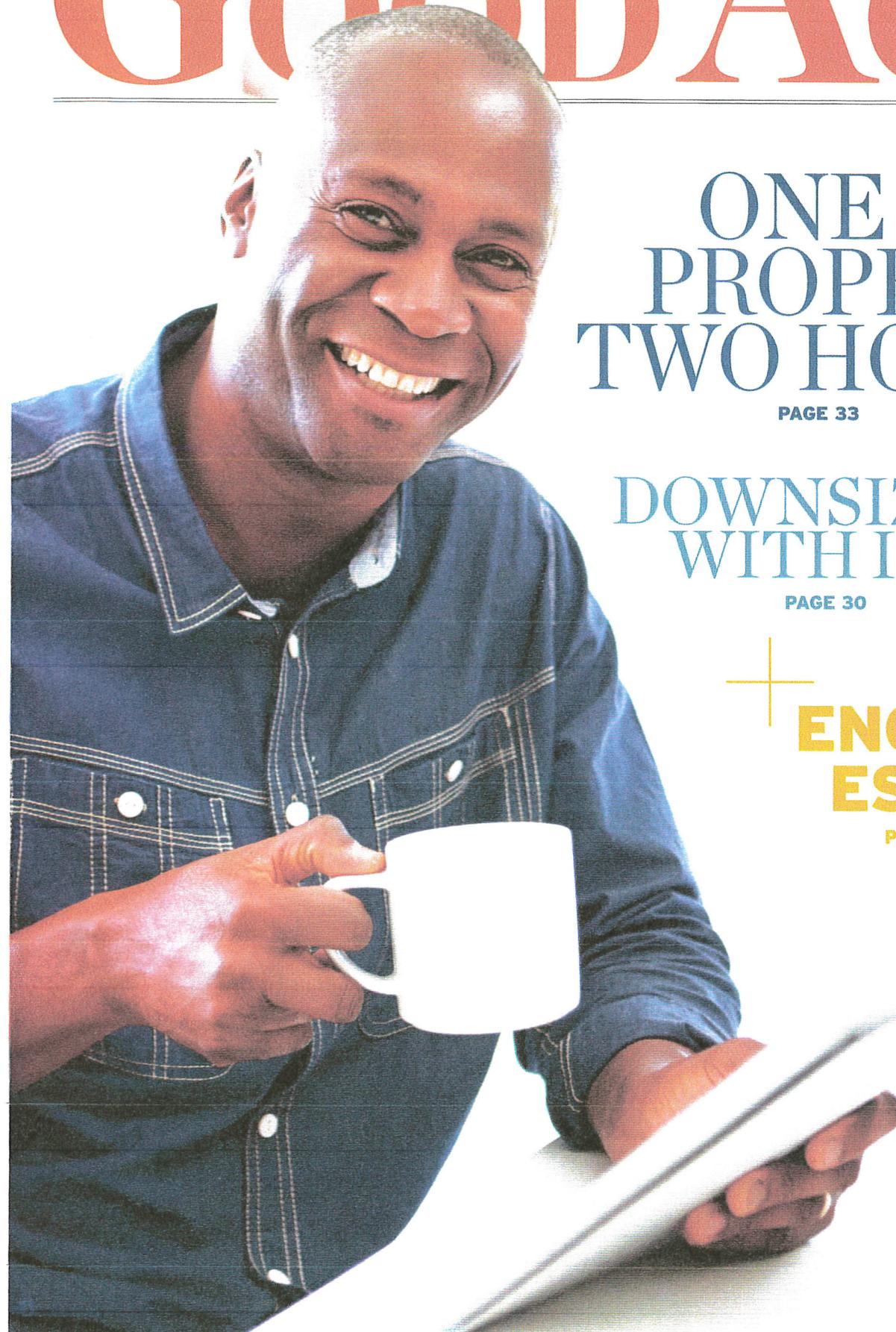
## DOWNSIZING WITH IKEA

PAGE 30

## + ENGLAND ESCAPE!

PAGE 22

+  
HOUSING  
RESOURCES  
Page 36



One of the Next Gen homes is known as the Genesis. Photo by Lennar



## 2 HOMES

*'Granny flats' in the Twin Cities are offering more flexible housing options for families*

BY SHEILA REGAN

Karen Hokanson moved into a retirement community in Eagan in 2008, and, at first, she really enjoyed it.

She had a comfortable 1,700-square-foot apartment and was surrounded by many people her age. Her friends there helped her grieve the loss of her husband.

But, as time went on, she became frustrated with the management and started to wonder about other options.

Then her son, Troy Hokanson, made her an interesting offer: Would she like to move in with him and his family — and three of her grandchildren — in a new house in Lakeville?

Karen Hokanson, age 73, said yes.

But she didn't have to share the family's main living quarters or impose on their every moment.

Troy Hokanson bought a new home with separate apartment for his mother, complete with its own door to the outside, plus a door on the inside

to the main house.

"It's nice that I don't have to drive home after babysitting," Karen Hokanson said. "I just have to go down the hall."

### ACCESSORY DWELLING UNITS

Stories like the Hokansons' are becoming increasingly common.

In fact, an increase in the creation of so-called Accessory Dwelling Units (ADUs) — also known as mother-in-laws, granny flats or carriage houses — is resulting in more diverse housing options for aging adults and their families.

An Accessory Dwelling Unit is a self-contained living unit.

It can be located within the walls of an existing or newly constructed home or a smaller, freestanding structure on the same lot as the main house.

Accessory dwellings offer a number of attractive benefits, including inter-

generational living without a loss of privacy or independence.

In some cases, accessory dwellings can mean extra rental income, depending on the ordinances of the city in question.

### MINNEAPOLIS' NEW LAW

In December, Minneapolis city councilors passed an ordinance allowing ADUs citywide, in response to an increasing number of inquiries from residents, neighborhood organizations, community leaders and senior housing advocates.

Under the law, owners are required to live on the property, but they can rent out their main home or the accessory dwelling — just not both — because of a homesteading requirement.

Michael Vanderford of Minneapolis first learned about urban ADUs when he was visiting Portland, Ore.

"I was amazed by the attractive spaces they have created. →

Troy and Melissa Hokanson and their three children live in a Next Gen home in Lakeville with Troy's mother, Karen Hokanson.

Photo by Sheila Regan

## 1 PROPERTY

They have come up with very attractive houses in what would be the backyard,” he said.

Vanderford and his wife, Mary, know firsthand the value of intergenerational living.

About 10 years ago, they expanded their south Minneapolis home so Mary’s mother could live with them. They built a large room — about 12 feet square — on the east side of the house with a bathroom on the same level. She lived in the addition for about six months before she moved to Florida.

Now, Vanderford is thinking about expanding their home again.

Vanderford’s son, Paul Vanderford, has a new baby and he and his wife are thinking about the future.

Though Mary Vanderford wants to stay in the main house for the rest of her days, she and her husband are discussing the possibility of their son and his family eventually occupying the main house.

They would then move into a single-level addition or a freestanding abode out back, thanks to the new ordinance.

Though moving out of their traditional home isn’t necessarily appealing right now, it might be necessary if they eventually face mobility issues, Michael Vanderford said, adding that their original home’s stairs could become quite challenging in their later years.

## HOMESTEADING

In Minnetonka, ADUs are allowed, but they can’t be turned into rental properties.

“That was fine with us,” said Heidi Bye, who has an apartment above her garage that both her father-in-law and grown daughter have used. “We only wanted people who were related to us or had close ties.”

Bye and her husband, Jim, renovated the old living quarters above their garage about 10 years ago when Jim’s mother died. His father, former Gopher legend Billy Bye, was grieving and living alone in a townhome.

When the Byes acquired their house, built in 1910, the space above the garage — originally a chauffeur’s flat — needed work.

But they worked with the builders to partition the one room to include a kitchen, a sitting area with a fireplace and another area for the bed. They incorporated a lot of built-in cabinetry to save on space.

Billy Bye, who was in his mid-70s at the time, lived in the space for about a year and a half before he met another woman, got married and moved into her town home.

Though her father-in-law has since died, Bye still has the memories of his time in the apartment, including morning coffee talks and occasional visits for dinner.

“He was still really active and really social,” Bye said. “It was nice to have him around, and he had his independence.”

## WHAT IS AN ADU?

An accessory dwelling unit (ADU) — also known as a granny flat or mother-in-law apartment — can be located within the walls of an existing or a smaller, freestanding structure on the same lot as the main house.

Learn more about ADUs in Minneapolis at [tinyurl.com/mps-adu](http://tinyurl.com/mps-adu).

## NEXT GEN HOMES

Miami-based homebuilder Lennar started offering its own version of home-within-a-home units in the Twin Cities in August 2011.

The Hokansons bought their multi-generational home in one of Lennar’s Lakeville developments.

Lennar’s Next Gen homes, specifically designed with multigenerational living in mind, are available in new-construction developments in Lakeville, Victoria, Stillwater, Dayton, Rosemount, Corcoran, Medina and Woodbury, including a model home in Woodbury.

Lennar’s Next Gen floor plans typically include a private entrance, a bedroom, bathroom, washer/dryer, an eat-in kitchenette and a living room. Some floor plans include private one-car garages as well.

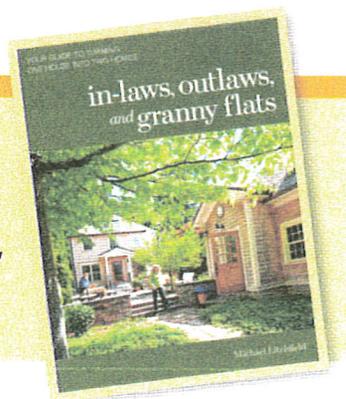
For Karen Hokanson, multigenerational living has meant a return to a family tradition.

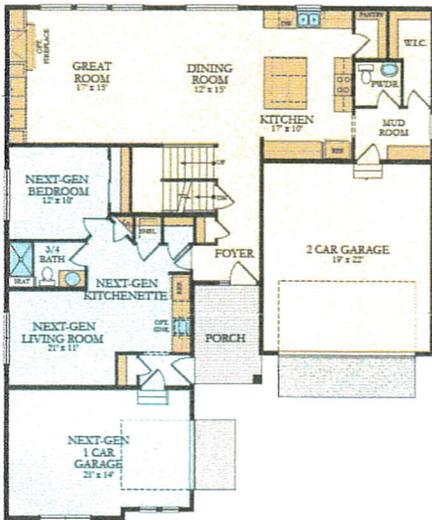
Her grandmother lived with her family when she was younger. And, in the early 1980s, when she had a family of her own, her dad moved into her house, where he had his own suite.

During the summer months, he would spend a lot of time outside. Eventually the neighborhood kids started calling him Grandpa.

## INSPIRING PAGES

Michael Litchfield’s book, *In-Laws, Outlaws and Granny Flats: Your Guide to Turning One House into Two Homes*, explores the many forms of granny flats, including additions, suites, attics, basements and backyard cottages.





Lennar's Next Gen floor plans typically include a private entrance, a bedroom, bathroom, washer/dryer, an eat-in kitchenette and a living room as part of a secondary built-in residence. Some plans include private one-car garages as well, such as this plan known as the Independence. To see the rest of the home's floor plan, including the upper and lower levels, go to [nextgen.lennar.com](http://nextgen.lennar.com).

He lived in the house for 10 years before he passed away at age 90.

Though Karen Hokanson misses her friends from her retirement community, the tradeoff is that she's able to see her family more often. And they're close by if she needs help with anything.

She's also come to know the neighbors well and has enjoyed meeting the young families and children in the neighborhood.

Having an accessory dwelling continues to be a blessing for the Byes as well.

Bye's 21-year-old daughter had a hard time finding housing that would also accommodate her dog, so the space above the garage has become a perfect fit for her while she commutes to classes at the University of Minnesota.

"She has her independence, but she checks in with us pretty much daily and comes and goes as she pleases," Bye said. "She's an only child, and we just love having her around."

*Sheila Regan is a Minneapolis-based freelance writer and theater teacher.*

# SMOKING STUDY

## University of Minnesota

SMOKERS who want to try new cigarettes that may or may not lead to reduced smoking are wanted for a research study. This is NOT a treatment or smoking cessation study.

**COMPENSATION WILL BE PROVIDED.**

Call: Tobacco Research Programs at 612-624-4913 for more information.

## Touching hearts since 1888.



Change is never easy. But when seniors need a higher level of care, they find that the compassionate, welcoming approach of Jones-Harrison makes the transition much easier. Visit us and see how we've made a heartfelt difference for 125 years.

**ASSISTED LIVING, SKILLED CARE, REHABILITATION**



Jones-Harrison

612-920-2030 • [jones-harrison.org](http://jones-harrison.org)



## Come Home to Auburn

Independent Living • Assisted Living  
Memory Care • Skilled Nursing Care  
Rehabilitation Services

*Serving Seniors in the Spirit of Christ's Love • Locations in Chaska & Waconia*



**CALL TODAY 952-227-0494**

For Employment and Volunteer Opportunities  
Visit Our Web Site: [www.auburnhomes.org](http://www.auburnhomes.org)

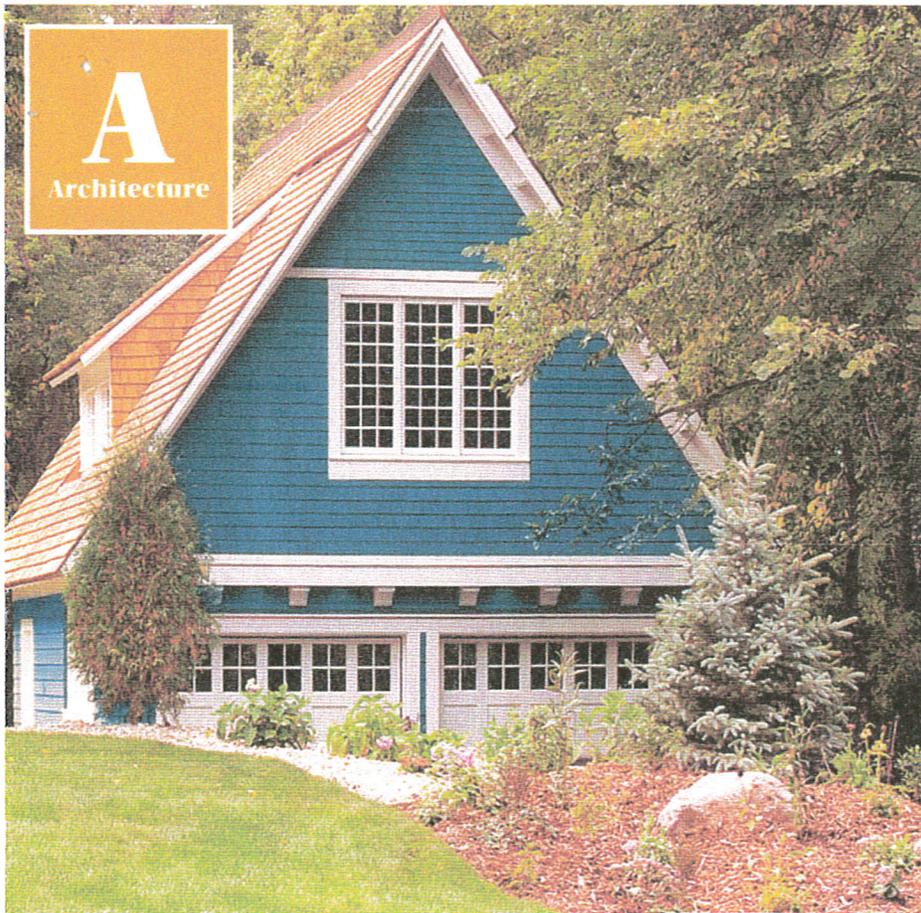
# HOME GUIDE



## A KITCHEN TRANSFORMED

A renovation turns a small space into a stylish gathering place **PAGE 27**

- + The power of a porch **PAGE 8**
- + A rundown on granny flats **PAGE 10**
- + A tour of a dramatic remodel **PAGE 12**
- + Tips on selecting a stove **PAGE 18**
- + Green demolitions **PAGE 24**
- + Water gardens **PAGE 28**



# Architect develops niche practice focused on accessory dwelling units

By Sarah McKenzie

Southwest Minneapolis-based Christopher Strom Architects has a new offering called Second Suites for people interested in building an accessory dwelling unit (ADU) on their property.

The Minneapolis City Council approved zoning changes to allow for the smaller dwellings (aka granny flats or carriage houses) in December 2014. Strom worked as an advisor to city zoning staff on the Accessory Dwelling Unit Ordinance.

Strom has defined a Second Suite as a smaller secondary residence on a city lot with a dedicated kitchen and bathroom. They can be good for family members who would like to live close to one another but still maintain independence.

People have also used them as rental properties, a home office or studio space. Other cities across the country, including Washington, D.C., Seattle, Portland



Strom

## MORE ONLINE

To learn more about Christopher Strom Architects' Second Suites, go to [secondsuite.org](http://secondsuite.org).

and Toronto, have also adopted zoning regulations to allow for the smaller dwellings.

"We're seeing new, progressive zoning across the country in response to the increasing demand for a cost-effective alternative to an apartment or even an assisted living facility," he said. "The Second Suite represents a lifestyle that I want to be able to deliver to my clients. This lifestyle is about families pooling resources and enjoying more quality time together through care-giving that enables grandparents to help with childcare and adult children to help with aging parents."

In Minneapolis, homeowners can build an ADU up to 1,000 square feet. Since most residents have detached garages, an ADU would likely be built on the top floor of the garage.

The property owner has to live in the larger home or the ADU, Strom said — a measure designed to prevent absentee landlords.

While the dwellings are small, they don't come with small price tags. Most cost around \$100,000, Strom said.

"You're basically building a small house," he said, which needs heating, plumbing and small appliances among other things.

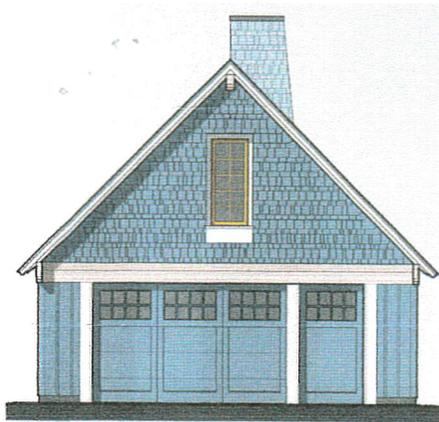
## Christopher Strom answers FAQs about Second Suites

### What is a Second Suite?

A Second Suite is a permanent secondary residence on a city lot with a dedicated kitchen and bathroom.

### Who are they for?

Grandparents, adult children, rental income ... or just more space for your home office or studio.



An accessory dwelling unit on the top floor of a garage.

PHOTO COURTESY SECONDSUITE.ORG

### Why are they important?

A Second Suite allows city residents to expand without increasing the mass of the primary residence. It can also allow for multi-generational living while maintaining independence and privacy from the primary home. Families can share resources, provide care-giving, and enjoy spending time together. It is a cost-effective alternative to an apartment or even an assisted living facility.

### Are Second Suites legal in Minneapolis?

Yes, as of Dec. 5, 2014, when the Minneapolis City Council approved an amended zoning code to allow for "Accessory Dwelling Units." Other cities may have different regulations, but nation-wide trends in zoning are becoming more flexible in this regard.

### What are the design options?

Second Suites are custom-designed for your location by Christopher Strom Architects. Homeowners may decide to "build-to-blend" with the character of their existing home — or — add a pleasing modern counterpoint to your yard.

### How do I get one?

An architect-led code review can determine if a Second Suite is possible for your property.



HAAG  
COMPANIES  
INC.

The one-stop-shop for  
ALL your landscaping needs  
Contractors & Homeowners

## KLIER'S

nursery & garden center  
A HAAG COMPANY

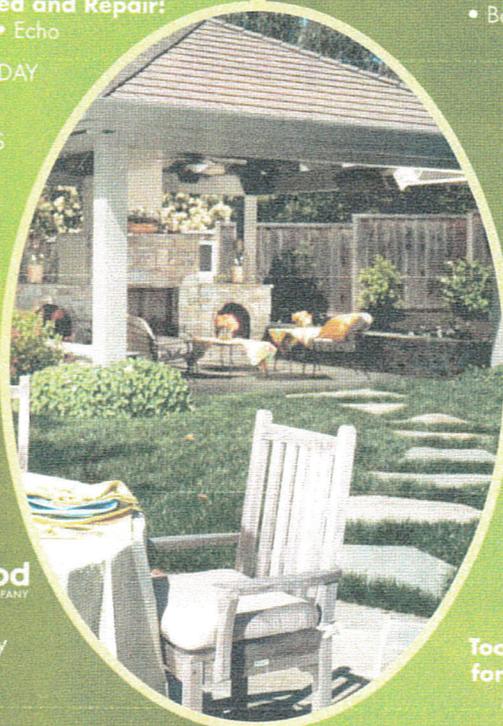
- Firewood
- County Retaining Walls
- Concrete Steppers
- Sod
- Topsoil
- Mulches
- Decorative Rock
- Garden Chemicals
- Mowers
- Trimmers
- Other Power Equipment
- Flowers & perennials

### We Sell New, Used and Repair:

- Toro • Lawn Boy • Echo

PICK UP OR SAME DAY  
DELIVERY SERVICE

5901 Nicollet Ave S  
Mpls, MN 55419  
P: (612) 866-8771  
F: (612) 866-2156



magnuson sod  
A HAAG COMPANY

- Fresh Sod cut daily
- Black dirt
- Mulches
- Rock
- Driveway class 5

PICK UP OR SAME DAY DELIVERY  
LARGE OR SMALL ORDERS

5901 Nicollet Ave S  
Mpls, MN 55419  
P: (612) 869-6992  
F: (612) 866-8398

Serving Southwest Minneapolis  
for generations

We accept



LANDSCAPE &  
CONCRETE CENTER  
A HAAG COMPANY

- Keystone Retaining Wall Systems
- Borgert Pavers
- Cement Block
- Decorative Rock
- Concrete Tools
- Landscaping Tools
- Natural Stone
- Jackson Wheelbarrows
- Stihl Power Equipment
- Wacker Power Equipment
- MK Diamond Products
- Stucco Products
- Boulder Creek Products

313 West 61st St.  
Mpls, MN 55419  
P: (612) 866-0430  
F: (612) 866-8642



### Tools and Equipment for the Concrete and Masonry Industry

- Gilson Mixers
- Bartell Power Equipment
- Masonry Tools & Equipment
- Husqvarna Concrete Saws
- Diamond Blades
- Jackson Wheelbarrows

RENTAL EQUIPMENT AVAILABLE

6025 Pillsbury Ave  
Mpls, MN 55419  
P: (612) 861-2268  
F: (612) 869-8021

EXTENSIVE LINE OF PRODUCTS FOR  
COLORED, STAMPED CONCRETE



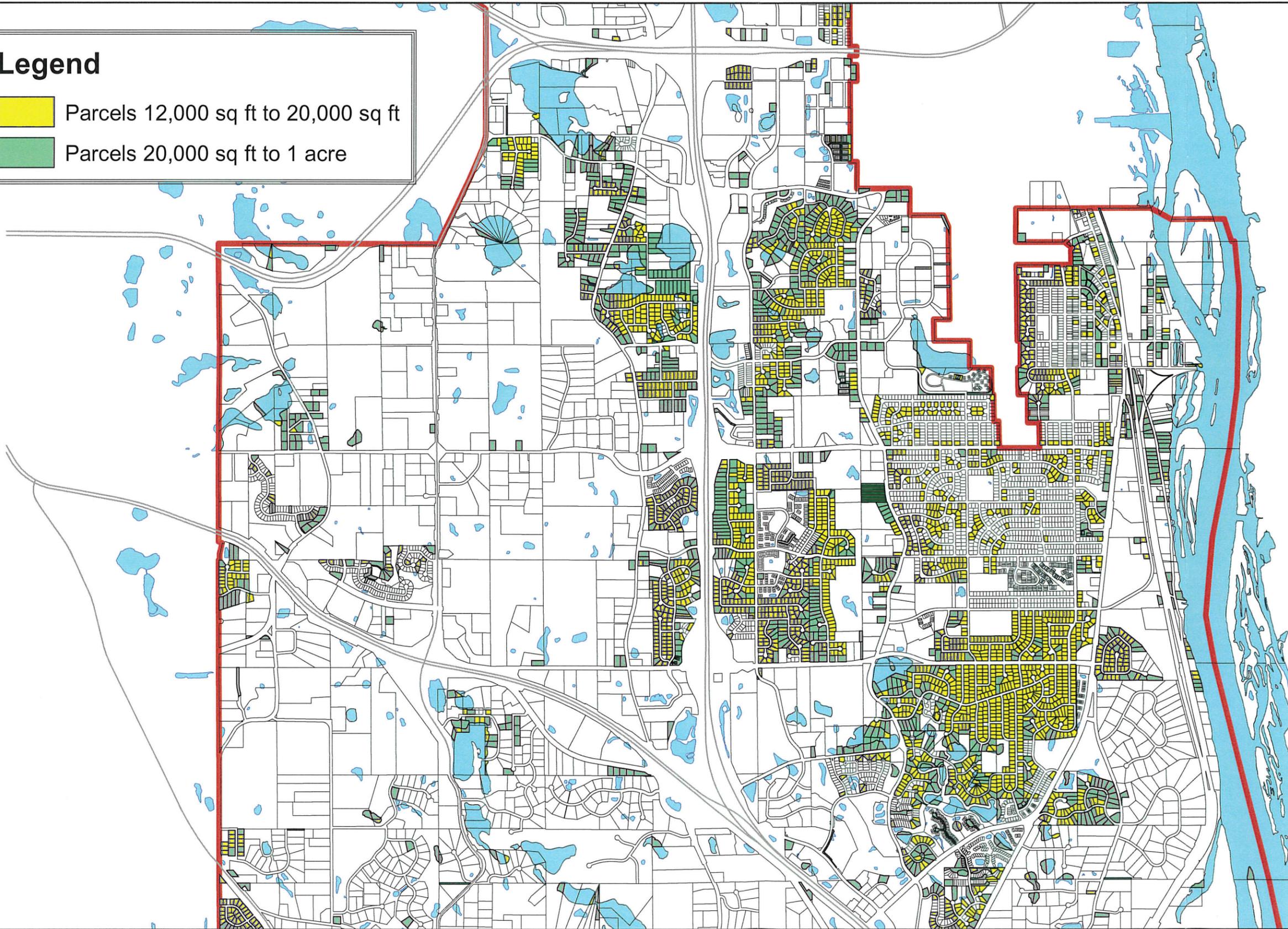
# Location Map

## Case No. XX-XXX



### Legend

-  Parcels 12,000 sq ft to 20,000 sq ft
-  Parcels 20,000 sq ft to 1 acre



TO: Inver Grove Heights City Council and Planning Commission  
FROM: Inver Grove Heights Housing Committee  
RE: Accessory Dwelling Unit Application and Ordinance Amendment

The Inver Grove Heights Housing Committee has been reviewing the current application submitted by owners and residents Jon and Kevie Skogh and Peter and Kayla Harren, 1355 96<sup>th</sup> Street East to build an accessory dwelling unit (“ADU”) on said property. We concur with staff that the application should be granted along with the amending of the zoning ordinance in district E1 and agriculture districts to allow for accessory dwelling units.

We also recommend to the Planning Commission and the City Council that following the amending of the ordinance, a new ordinance allowing for accessory dwelling units city wide should be drafted and passed by year’s end. This is consistent with the Housing Committee’s 2015 work plan agreed to by the City Council, that includes working with staff to bring an ADU ordinance forward for discussion and adoption this year. The Housing Committee has drafted a background information piece on ADUs that speaks to the nature of and importance of allowing for this type of housing and includes references to useful documents that further explain the role of ADUs in developing communities.

Accessory Dwelling Units are an effective means to provide for additional affordable housing within the city. Because of the increasing aging demographic of Inver Grove Heights, it is our belief the time is right to support and promote this type of housing development.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS – Case No. 15-25ZA**

Meeting Date: July 13, 2015  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider an Ordinance Amendment to allow restaurant within a publically owned golf course as an accessory use.

- Requires 3/5th's vote.
- 60-day deadline: N/A

**SUMMARY**

When the golf course was approved, the zoning ordinance was amended to allow a restaurant when associated with a public park. The golf course at that time fell under the category of public park.

During the 2002 update of the Zoning Ordinance, the use of restaurant was not carried forward to the P, Institutional zoning district. The code should be changed so the restaurant in the Inver Wood clubhouse would not be considered a non-conforming use.

Staff considers this amendment as a house keeping item to make clear a restaurant is allowed as part of a golf course. Staff also recommends Council approve the ordinance amendment with one reading.

**RECOMMENDATION**

**Planning Staff:** Recommends approval of the Ordinance Amendment

**Planning Commission:** Commissioner Klein asked why the ordinance amendment only addressed publically owned golf courses and if the amendment should include all golf courses.

Other members agreed and recommended the ordinance amendment be for all golf courses (8-0)

Attachments: Ordinance Amendment  
 Planning Report

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) REGARDING ADDING LANGUAGE  
ADDRESSING RESTAURANTS ON PUBLICALLY OWNED GOLF COURSES**

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

**Section One. Amendment.** Title 10, Chapter 6, LAND USE MATRICES of the Inver Grove Heights City Code is hereby amended to add the following:

10-6-2:       **LAND USES IN ALL NONRESIDENTIAL DISTRICTS:**

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
<u>Restaurant within a clubhouse on a publically owned golf course</u>									A			

**Section Two. 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 \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Clerk

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

---

**REPORT DATE:** June 25, 2015

**CASE NO:** 15-25ZA

**APPLICANT:** City of Inver Grove Heights

**PROPERTY OWNER:** N/A

**REQUEST:** Zoning Ordinance Amendment

**LOCATION:** Inver Wood Golf Course

**HEARING DATE:** July 7, 2015

**COMPREHENSIVE PLAN:** N/A

**ZONING:** N/A

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Allan Hunting  
City Planner

---

**BACKGROUND**

In December, 2014, The City Council discussed pursuing special legislation to obtain an on-sale intoxicating liquor license for the Inver Wood Golf Course. Some background information is included with this report. The Governor signed into law on May, 2015 the provision to allow intoxicating liquor licenses to be issued to golf courses

During review of this topic, it was discovered that during a zoning code codification, a restaurant use was inadvertently left out of the uses allowed at golf courses. When the golf courses was originally proposed, the land was zoned A, Agricultural. The Code was amended at that time to allow a restaurant when associated with a public park. In or around 2002, the zoning ordinance was updated and the golf course was rezoned to P, Institutional. The "P" district allows golf courses but is silent on restaurants. The use of restaurant was not carried forward to include golf courses.

The liquor license inquiry brought to light that the code should be changed to add restaurant to be consistent with the original intent of golf course approvals. Correcting this oversight will allow any possible expansion of the clubhouse or restaurant at Inver Wood as a permitted use.

Staff is presenting this ordinance amendment as a house keeping item to make clear a restaurant is allowed as part of a golf course. In order to define the amendment as narrowly as possible and since its purpose is to correct the non-conforming status of the restaurant in the Inver Wood clubhouse, the ordinance amendment is for publicly owned golf courses only.

The proposed ordinance amendment would be to Title 10, Chapter 10 (zoning ordinance) 6-1.

LAND USES IN ALL NONRESIDENTIAL DISTRICTS;

“Restaurant within a clubhouse on a publically owned golf course” as an accessory use in the P, Institutional Zoning District.

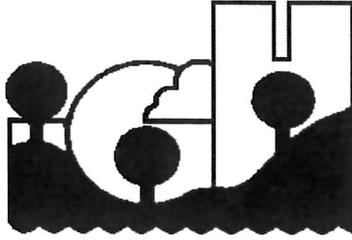
### **ALTERNATIVES**

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:
- Approval of the **Amendment** to the Zoning Ordinance to allow restaurants within a clubhouse on a publically owned golf course as an accessory use to a golf course.
- B. **Denial** If the Planning Commission does not support the request, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, the basis of the recommendation should be given.

### **RECOMMENDATION**

Staff recommends approval of the request as presented.

Attachments: Background Council work session memo



**CITY OF INVER GROVE HEIGHTS**

**A G E N D A**

**CITY COUNCIL WORK SESSION**

**December 1, 2014 7:00 PM**

**INVER GROVE HEIGHTS CITY HALL  
COUNCIL CHAMBERS**

- 1. CALL TO ORDER – Mayor Tourville**
- 2. 2015 BUDGET**
  - A. Recreation**
  - B. Community Center**
  - C. ADA**
  - D. Golf Course**
- 3. CITY PROJECT NO. 2015-09E 47<sup>th</sup>/50<sup>th</sup> STREETS**
- 4. GOLF COURSE LIQUOR LICENSE**
- 5. VMCC SPLASH POOL DISCUSSION**
- 6. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION – December 1, 2014**

a 3.88% increase.

Councilmember Piekarski Krech stated there was an article in the paper that claimed the increase was 10%.

Ms. Smith stated the projected tax rate increase was 3.88%. She explained the dollar levy increase percentage is just under 10%. She reviewed the levy impacts on the mean and median properties.

Mr. Lynch noted the Council also had to factor in the increase in taxable market values and the decrease in market value homestead credit for properties.

**3. INVER WOOD LIQUOR LICENSE**

Matt Moynihan, Golf Course Superintendent, explained Inver Wood currently held a 3.2 non-intoxicating liquor license. Following discussion with the City Attorney's office staff requested authorization to pursue special legislation to obtain an on-sale intoxicating liquor license.

Councilmember Piekarski Krech questioned why special legislation was required.

Mr. Kuntz explained when the golf course first opened it had what qualified as a restaurant. In subsequent years the legislature passed a law that allowed 3.2 licenses to be issued to golf courses without having a restaurant. He stated the golf course in its current state was not recognized as an entity eligible to hold an on-sale intoxicating license. He explained Cottage Grove, Duluth, and Golden Valley all obtained special legislation to sell hard liquor at their municipal courses. After discussion with staff it seemed to be the best route to pursue since other cities were able to obtain special legislation for similar operations. He recommended adding the item to the City's legislative agenda to seek sponsorship.

Councilmember Piekarski Krech expressed concern about allowing alcohol anywhere on the course.

Mr. Kuntz stated 3.2 liquor was currently allowed anywhere on the course except the parking lot.

Mayor Tourville opined if the City was going to hire an architect anyway to help with capital projects it may be beneficial to also consider renovating the club house to allow for expanded food & beverage service.

Mr. Kuntz recommended that the City continue to pursue special legislation even if it may consider renovating the clubhouse in the future to become a restaurant.

**4. VMCC SPLASH POOL DISCUSSION**

Mr. Carlson explained in 2016 the City would have to replace many components of the splash pool. He stated the splash pool represented 6% of the operating budget. Staff proposed speaking with members and guests to determine if the City should continue to offer the splash pool or if some other type of programming would be amenable.

Councilmember Piekarski Krech questioned how much revenue was generated by the splash pool.

Mr. Carlson stated it was hard to tie revenue into a specific item or amenity because members check in and can use different parts of the facility at any time. He explained staff would investigate how changes in programming might affect the revenues and expenses of the facility.

Councilmember Madden opined it would be a mistake to change the splash pool to an indoor park. He stated the water feature was important and drew a lot of users to the facility.

Councilmember Piekarski Krech stated the splash pool was the only zero depth water feature available for little kids. She added a lot of visitors were not members and visited the facility just for that feature in the winter.

Mayor Tourville agreed it was a highly used feature at the community center and opined it was very popular with members. He stated the facility needed amenities for kids. He suggested that staff communicate with members and discuss the issue with PRAC.

**5. ADJOURN**

**The meeting was adjourned by a unanimous vote at 8:17 p.m.**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Discuss Inver Wood Alcohol License**

Meeting Date: December 1, 2014  
 Item Type: Work Study Session  
 Contact: Matt Moynihan – 651.450.4324  
 Prepared by: Matt Moynihan  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Staff is asking the City Council for permission to pursue the change from an On Sale 3.2% liquor License to an On Sale Strong Liquor License.

**SUMMARY**

Inver Wood has had an On Sale 3.2% Non-Intoxicating License since its beginning and would now like to pursue an On Sale Strong Liquor License. Inver Wood currently has sales from alcohol in the amount of \$68,000 for 2014. Inver Wood Staff and the Park and Recreation Director recently met with the city’s attorney on this topic. At this meeting the liquor license was discussed and it was decided that the easiest path to pursue would be to seek special legislation to acquire an Intoxicating On Sale Liquor License. The City’s Attorney said that a precedent has been set on this matter and that other golf courses have successfully acquired the legal means to acquire an Intoxicating Liquor License.

A number of the surrounding golf courses that Inver Wood competes with have either gone to strong licenses or had them since their inception. Inver Wood would like to use this license as another source of revenue growth. We have had groups, both big and small, inquire about having their events at Inver Wood. At time the strong alcohol topic has been a determining factor for some of the groups as to whether or not they play our course or a competitor. We have received several customer comments regarding the inability to purchase strong alcoholic drinks.

Allowing Inver Wood to change its Liquor license status would provide more revenue to the bottom line while fulfilling the customer’s needs and desires.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Robert Street Transitway Alternative Study**

Meeting Date: July 13, 2015  
Item Type: Regular Agenda  
Contact: Thomas J. Link: 651-450-2546  
Prepared by: Tom Link, Director of Comm. Dev.  
Reviewed by: NA

*MLZ*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider approving the “Resolution Supporting the Robert Street Transitway Alternative Study,” as attached.

**BACKGROUND**

At the City Council’s work session this last week, Joe Morneau provided an update to the City Council regarding the Robert Street Transitway Alternative Study. The study, commenced in 2012, identified potential alignments and modes of transportation for transit extending from St. Paul into northern Dakota County. The study was conducted jointly by the Dakota and Ramsey County Regional Rail Authorities with involvement by the Minnesota Department of Transportation, Metropolitan Council, City of St. Paul, and cities of northern Dakota County. The City of Inver Grove Heights was represented on the City Steering Committee and the Technical Advisory Committee.

The study does not select a single alternative and defers further study of transit alternatives for a few years. This will allow for additional analysis of local land use planning, study of economic development impacts, formation of regional policy, coordination with the City of St. Paul Streetcar System planning efforts, and the commencement of municipalities’ upcoming comprehensive planning process.

The resolution recognizes the conclusion of the study and the need for further study at a later, undetermined time. More specifically, the resolution “supports the evaluation process...and its conclusions.”

**CONCLUSION**

The City Council is to consider approving the “Resolution Supporting the Robert Street Transitway Alternative Study,” as attached.

Enc: Resolution

cc: Joe Morneau

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

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

**RESOLUTION SUPPORTING THE ROBERT STREET TRANSITWAY ALTERNATIVE  
STUDY**

**WHEREAS**, the Dakota County Regional Railroad Authority (DCRRA) and the Ramsey County Regional Railroad Authority (RCRRA) serve as co-project sponsors in the conduct of the Robert Street Transitway Alternatives Analysis (AA), formalized through the execution of a joint powers agreement (JPA) in August 2011; and

**WHEREAS**, in July 2012, the DCRRA and RCRRA commenced an AA compliant with the Federal Transit Administration's (FTA) New Starts program; and

**WHEREAS**, the JPA has defined an oversight structure for the AA that established a Steering Committee and Technical Advisory Committee co-chaired by the DCRRA and RCRRA and incorporated municipalities and agencies within the study area, including the City of Inver Grove Heights, into the evaluation and decision-making processes of the AA; and

**WHEREAS**, the AA established a study framework based on goals formed by the Steering Committee that guided a technical analysis evaluating numerous potential route alignments and modes; and

**WHEREAS**, the AA produced a limited number of alternatives for detailed analysis and consideration by the Steering Committee; and

**WHEREAS**, the AA incorporated numerous opportunities for public and stakeholder involvement throughout the course of the study, including open house meetings, stakeholder presentations, and regular distribution of information on the AA through email and website communications; and

**WHEREAS**, the AA evaluation process developed and overseen by the Steering Committee and Technical Advisory Committee identified two alternatives, Robert Street Arterial Bus Rapid Transit and Robert Street Streetcar, that can meet the goals established for the project; and

**WHEREAS**, the Steering Committee has acted to conclude the AA without selection of a single alternative to allow additional local land use planning to better understand and facilitate the potential economic development correlation with a future transit project, allow for the formation of regional policy on the development and operation for the modes under consideration, further consider FTA's requirements for land use planning in cities' comprehensive planning processes, and further coordinate with the City of St. Paul on its streetcar system planning efforts.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Inver grove Heights supports the evaluation process conducted by the AA and its conclusions; and

**BE IT FURTHER RESOLVED**, that the City of Inver Grove Heights supports the decision by the Steering Committee to conclude the AA with two alternatives that will be carried forward for consideration in further study at a later date.

Ayes:  
Nays:

---

George Tourville, Mayor

ATTEST:

---

Joe Lynch, City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Establishing an Engineering Consultant Pool for Northwest Area Surface Water and Natural Resources Services**

Meeting Date: July 13, 2015  
 Item Type: Regular  
 Contact: Thomas J. Kaldunski, City Engineer: 651-450-2572 *pk*  
 Prepared by: Thomas J. Kaldunski, City Engineer: 651-450-2572  
 Reviewed by: Scott D. Thureen, Public Works Director *SA*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution addressing the selection of consultants to provide professional services as part of the City’s consultant pool for Surface Water and Natural Resources in the Northwest Area.

**SUMMARY**

The City of Inver Grove Heights established a consultant selection policy that provides for the selection of a pool of qualified consultants in 2010. This professional services selection process has served the City well. The Engineering Division proposes establishing a pool of consultants to provide professional services for the Northwest Area’s Surface Water and Natural Resources for the pending developments in the area. Staff has solicited “Statements Of Qualifications” (SOQ’s) from three firms for the services. The following three firms were selected to submit SOQs for the City’s consideration:

- Barr Engineering Company
- Emmons and Olivier Resources, Inc.
- Wenck Associates

The SOQs received from these firms indicate that all three firms have the qualifications meeting the City’s needs to ensure that the Northwest Area standards are met. These firms are qualified to review and design the stormwater facilities required in the Northwest Area. It is proposed to utilize all three firms in this pool of consultants.

The City will allow the developers in the Northwest Area to select one of the three consultants in this pool of experts to assist them in their project. The developers will hire a City-qualified consultant to assist in the initial project concept for Northwest Area stormwater facilities and utilize the consultant to do the design, plans and specifications, and stormwater modeling from start to finish. Because the developer is hiring a City-qualified consultant, review time will be reduced. The City Engineering Division will conduct the water resources review of the development plans at nominal cost.

In the event the developer chooses to have his stormwater facilities designed by a consultant not in the City's pool, we would follow our past practices and solicit a proposal from one of the pool consultants for review of the developer's design.

Our hope is that, by allowing a developer to select a water resources firm from our qualified pool of firms, the number of times the plan is revised to reach an approved stormwater management plan for a development that meets the Northwest Area standards will be reduced. This reduction in the number of plan revisions should reduce the developer's expense. Two developers have asked for this type of process on their Northwest Area development.

I recommend approval of the resolution establishing the pool of three (3) water resource consultants in the Northwest Area of the City.

TJK/jds

Attachments: Resolution  
SOQs

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

**RESOLUTION SELECTING THE WATER RESOURCE CONSULTANT POOL FOR THE  
NORTHWEST AREA OF THE CITY**

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

**WHEREAS**, the City of Inver Grove Heights requires assistance from various types of consulting businesses that provide professional services, such as Water Resources engineering, on a recurring basis (defined as recurring consultant services); and

**WHEREAS**, the City desires to select a pool of Water Resources consultants providing professional services in the Northwest Area of the City; and

**WHEREAS**, the City desires to establish a pool of Water Resources consultants to provide recurring consultant services in the Northwest Area based upon the Statement of Qualifications received from the firms; and

**WHEREAS**, the City has solicited Statements of Qualifications (SOQs) from three Water Resources consulting firms; and

**WHEREAS**, the City has reviewed the SOQs and determined that Barr Engineering Company, Emmons and Olivier Resources Inc., and Wenck Associates meet the City's qualifications to provide professional services related to the surface water and natural resources in the Northwest Area of the City; and

**WHEREAS**, staff recommends selection of these three firms for its consultant pool

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The City of Inver Grove Heights selects the following water resources consultants for the Northwest Area of the City:
  - Barr Engineering Company
  - Emmons and Olivier Resources, Inc.
  - Wenck Associates

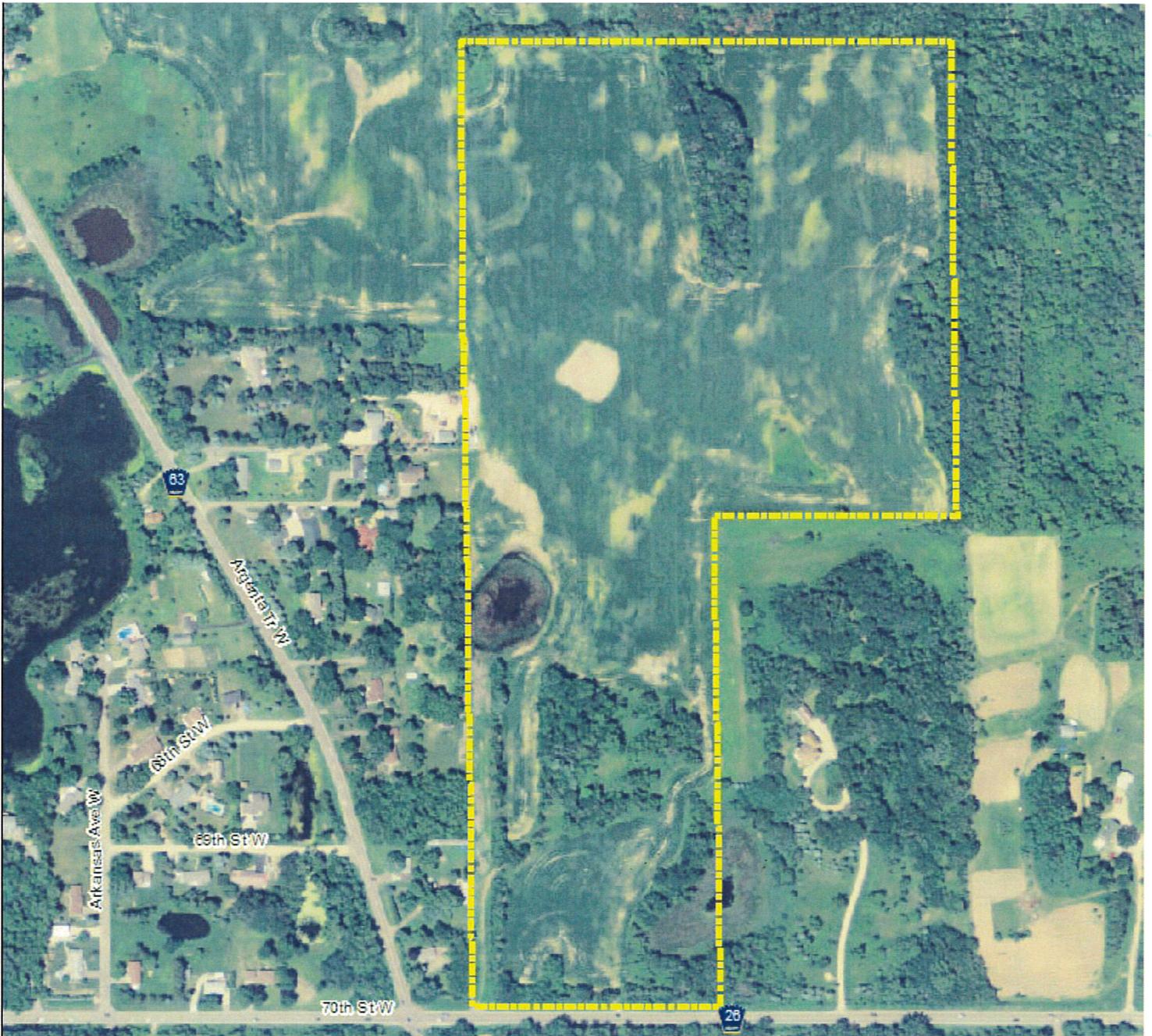
Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Joe Lynch, City Administrator / Clerk



statement of qualifications for

# **Blackstone Ridge development review and stormwater design**

prepared for

the City of Inver Grove Heights

Submitted by Barr Engineering Co.  
June 30, 2015



June 30, 2015

Mr. Tom Kaldunski, PE  
City Engineer  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**Re: Request for statement of qualifications for professional consulting services**

Dear Mr. Kaldunski:

Barr Engineering Co. is pleased to submit our statement of qualifications for development review and stormwater design services for the Blackstone Ridge development. We believe that Barr is well suited to provide this assistance to the City of Inver Grove Heights because our:

- **Extensive development-plan review experience saves you money.** Thoughtful review of development plans requires coordination—with developers, engineers, planners and municipal staff. Barr reviews at least 175 development plans each year for impact on land use, drainage, erosion, water supply, water quality, fish and wildlife, air quality, aesthetics, and historic landmarks as well as compliance with zoning ordinances. We also help clients understand issues related to compliance with watershed, state, and federal rules and regulations. Our experience and ability to quickly understand the plans and recognize the issues saves you money in review fees.
- **Long history of service to Inver Grove Heights saves you time.** For nearly 30 years, Barr has worked with the city on water resources management planning, stormwater design, and development reviews. We are familiar with the city, we know the issues, and we know where to find relevant information—minimizing our time getting up to speed. We are also familiar with the broader area through our many years of service to the Lower Mississippi River Watershed Management Organization, as the LMRWMO engineer.
- **Innovative green infrastructure and low-impact development techniques will benefit the city during the continued development of the Northwest Area.** Barr has become a national leader in green infrastructure and low-impact development techniques. We have first-hand experience with the challenges of the urban environment—impervious surfaces, densely packed utilities, urban pollutants, cold winters, and dry, hot summers—and a long history of designing low-impact stormwater management infrastructure. We understand the cost and effort that these projects require and take a long-term approach to design and construction to create systems that are attractive and functional while striving to reduce ongoing operation and maintenance costs. Our experience will result in a design that meets the city's nontraditional Northwest Area requirements, while simplifying construction and maintenance of green infrastructure components.
- **Experience working collaboratively with city staff and developers enables your project to run smoothly.** We are currently working for the City of Golden Valley on stormwater design

needs for a development project. Through this project, the city and the developer are collaborating to maximize development while also providing regional flood storage. We are working jointly with the city and the developer to create design concepts that meet both parties' needs. A similar approach could be applied to the Blackstone Ridge project to confirm that the stormwater design best meets the city's requirements and the developer's objectives.

We look forward to working with you on this project. If you have any questions about our qualifications, please contact Karen (952-832-2813 or [kchandler@barr.com](mailto:kchandler@barr.com)), Greg (952-832-2626 or [gfransen@barr.com](mailto:gfransen@barr.com)), or me (952-832-2784 or [jherbert@barr.com](mailto:jherbert@barr.com)).

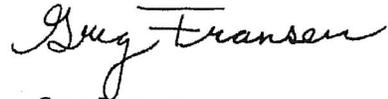
Sincerely,



Jim P. Herbert, PE  
Vice President  
Senior Civil Engineer



Karen Chandler, PE  
Project Manager  
Senior Water Resources Engineer



Greg Fransen  
Plan Review, Modeling  
Water Resources Scientist

# contents

introduction .....	1
understanding of project and required services.....	1
our services .....	2
staff qualifications.....	5
project experience.....	9

WR03P108.15

## introduction

For nearly 50 years, Barr has offered comprehensive engineering and technical services to dozens of municipalities in Minnesota and neighboring states. That broad base of clients, paired with our long-tenured staff, enables us to apply years of experience to municipal engineering concerns and provide solutions designed specifically to meet your needs. Our clients are our partners. We tailor the services we offer to match your scope, budget, and timeframe. We welcome the opportunity to continue our partnership with the City of Inver Grove Heights and are excited to provide development review and design services for the Blackstone Ridge and future Northwest Area development projects.

Barr has worked with the City of Inver Grove Heights for nearly 30 years. Our work includes performing development reviews and modeling analyses, designing stormwater infrastructure, and developing the city's water resources management plan. Our staff considers themselves to be an extension of your staff, and we put forth the necessary effort to meet your needs on each project. And, as long-term colleagues, we're dedicated both personally and professionally to provide timely, cost-effective, and high-quality service.

## understanding of project and required services

We understand that the city wishes to hire a consultant to provide development review and stormwater design services for the Blackstone Ridge development. Blackstone Ridge is an approximately 60-acre, single-family residential development located in the Northwest Area (NWA) of Inver Grove Heights. In addition to its location in the NWA, another unique feature of the development site is the 263-foot right-of-way running north to south through the site. The right-of-way is for a power line and the future Argenta Trail road alignment.

The NWA is characterized by "hummocky" terrain and landlocked basins. We understand that the city desires to develop the NWA using creative land use patterns and stormwater design features to minimize the need for major storm sewer system improvements (e.g., minimize the need for constructing outlets from landlocked basins). Pursuant to that desire, the city created the NWA stormwater manual to assist developers in system design and established the NW Quadrant Planned Unit Development (PUD) Overlay District to accommodate a non-traditional development pattern across the NWA.

The Blackstone Ridge development has already received preliminary plat approval; Barr's services will carry through to final plat review and beyond. Our development review services will include providing plan review, stormwater modeling using the XP-SWMM model, and preliminary and final comments to the city to confirm that the developer's plans meet the city's zoning ordinance, NWA stormwater manual guidance, and other city requirements.

Barr's stormwater design services will culminate in the preparation of construction plans that address and incorporate the volume reduction and water quality treatment needs of the development. We understand that the city's goal is to provide 50 to 70 percent of the "treatment train" measures in the upper parts ("highlands") of the watershed. We also understand that the water quality treatment practices must be located upstream of regional basins and wetlands. Our design will consider low-impact development and green infrastructure practices such as rainwater gardens, infiltration basins, disconnected impervious surfaces, rain barrels, green roofs, and stormwater reuse.

As part of our development review and stormwater design services, we will work closely with city staff and the developer to prepare a stormwater design that best meets the city's requirements and the developer's needs.

## schedule

---

We understand that our services need to be completed within the city's required (typical) 60-day (minimum) to 120-day (maximum) review period. Early in the review period, Barr will provide preliminary comments to the city and attend a planning review meeting (as needed). Later, we will provide preliminary concept design plans for city and developer review, and 60-percent design plans by final plat approval. We will provide final design/construction plans after final plat approval, when the developer is closer to construction.

## our services

### about Barr

---

Barr's roots extend back to the early 1900s with Adolph Meyer, a renowned hydrologist of the early 20th century. Doug Barr began working with Mr. Meyer in the 1950s and built a practice of his own while learning from this skilled hydrologist. By the time the company was incorporated as an employee-owned firm in 1966, it had 16 employees. Today, Barr has over 750 employees located in Minnesota, North Dakota, Missouri, Michigan, and in Alberta, Canada.

Our commitment to water resources remains strong. More than 150 of our Minneapolis-based engineers and scientists are engaged in water resources engineering and design, stormwater management, wetland management, limnology, and landscape ecology. Our breadth and depth of experience means we can provide an innovative solution to any water resources challenge we encounter. We provide services in the following practice areas:

- water resources management
- general civil engineering
- environmental management
- process engineering and control system design
- materials handling
- power generation and distribution
- information technology
- solid and hazardous waste management and site remediation

For the development review and design services for the Blackstone Ridge and future NWA development projects, we will draw on our skills in the following service areas.

## review of development proposals

---

Thoughtful review of development plans requires coordination—with developers, engineers, planners and municipal staff. Barr reviews at least 175 development plans each year on behalf of our clients for impact on land use, drainage, erosion, water supply, water quality, fish and wildlife, air quality, aesthetics, and historic landmarks as well as compliance with zoning ordinances. We also help clients understand issues related to compliance with watershed, state, and federal rules and regulations.

Barr has reviewed development plans for municipalities and watershed organizations across Minnesota:

- City of Inver Grove Heights
- City of Lakeville
- City of Hastings
- City of Minnetonka
- City of Willmar
- City of St. Louis Park
- Sherburne County
- Bassett Creek Watershed Management Commission
- Nine Mile Creek Watershed District
- Ramsey-Washington Metro Watershed District
- Elm Creek Watershed Management Organization
- Riley-Purgatory-Bluff Creek Watershed District
- Valley Branch Watershed District

We work with our clients to maintain compliance with regulations and plans, while also providing an independent assessment of potential impacts and alternatives to improve the overall site.

## site planning and design

---

Barr's urban design, planning, and landscape design practice is grounded in urban ecology—a natural model for sustainable design. We strive to balance the economic and social needs of our clients and communities with the carrying capacity of the environment. We are a leader in developing plans and site designs that integrate aesthetics, ecology, sociology, economics, and technology into our site designs.

Our design process builds on the ecological characteristics of a given site—how water, soil, plants, climate, and wildlife interact—while accommodating the community that uses it and the owner that manages it. We understand the interaction between the natural and built environment and use this to look for affordable, easily maintainable, long-term solutions that blend traditional engineering practices with an ecologically sound approach that strives to balance ecological function, watershed characteristics, and hydrologic conditions with the ways people use the site. Rooted in ecology, we design beautiful sites that are community-defining, enduring, technically sound, and innovative. We work with the owner to create an enjoyable yet practical plan that:

- accommodates user needs while preserving the ecology of the site
- manages stormwater on site to minimize runoff volume to downstream water bodies and to potentially reuse stormwater
- tailors green space management plans to fit the client's resources
- simplifies construction and maintenance of green infrastructure components

## plans and specifications

---

A successful project is the result of thoughtful construction plans and precise specifications. Barr's extensive experience designing and constructing retrofit stormwater management facilities will help us to work with the site owner and the county to develop plans that fit seamlessly into the overall construction bid package, while our long-term relationship with the city provides valuable historic perspective, allowing us to develop plans that address your unique situation and concerns.

## wetland services

---

For over two decades, Barr's wetland specialists have worked with cities and counties, watershed districts, private businesses, and industry on wetland identification, delineation, characterization, and mapping through hydraulic and hydrologic modeling; function and value assessment; planning, protection, and management, including erosion control; permitting assistance; regulatory negotiations; restoration, mitigation and banking; mitigation monitoring and reporting; and historical wetland surveys.

Barr has been involved in administration of the Wetland Conservation Act (WCA) since the law's inception in 1991. We have developed an in-depth knowledge of the law and its administration, as we have provided wetland services since development of the law and through the four major amendments adopted since the permanent rules went into effect in 1993. Barr has provided technical wetland expertise and conducted WCA administration for numerous cities and watershed organizations.

We will apply our wetland services to confirm that the proposed development and stormwater management measures are designed to avoid, minimize and mitigate wetland impacts.

## staff qualifications

Barr's project team has been carefully selected to meet the needs of the City of Inver Grove Heights. We have worked with city staff on numerous projects and are familiar with the issues that are important to you. We have included team members who have worked with the city in the past, as well as additional staff who have experience in areas where the city requires expertise.

### core team



**Role:** Principal in charge

**Jim Herbert, PE**  
**Vice President, Senior Civil Engineer**  
**BS, Civil Engineering**

**Hourly rate: \$175**

Jim has 30 years of experience in urban stormwater management, construction administration and management, watershed administration, tunnel and dam rehabilitation, and environmental compliance. He has served as principal for several large modeling projects for various municipalities and watershed management organizations and currently serves as principal for Barr's work performed under our current master service agreement with the City of Inver Grove Heights. Jim has assisted the Bassett Creek Watershed Management Commission with its development and green infrastructure reviews since 1986. He also reviews development proposals for the Capitol Region Watershed District that impacts its Trout Brook Stormwater Interceptor. For an award-winning storm-sewer tunnel repair project that saved our client \$13 million, Jim managed the structural assessment, feasibility study, preliminary engineering, final design, and construction.



**Role:** Project manager

**Karen Chandler, PE**  
**Senior Water Resources Engineer**  
**MS, Civil Engineering**

**Hourly rate: \$160**

Karen has 28 years of experience in water resources management and planning. Her work for cities and watershed organizations includes developing and implementing stormwater and watershed management plans, hydrologic and hydraulic analysis, design and construction of stormwater projects, and community relations including giving public presentations and facilitating public processes. She is also skilled in preparing cohesive and well-organized communications/reports that clearly capture the issues to be understood by stakeholders with varying levels of technical knowledge. Karen has managed a number of projects for the City of Inver Grove Heights including the city's second-generation water resources management plan, approved in 2008, and the 70th Street reconstruction project. She currently manages the development reviews that Barr performs at the request of the city.



**Role:** Plan review, modeling

**Greg Fransen**  
**Water Resources Scientist**  
**MS, Natural Resource Science and Management**

**Hourly rate: \$105**

Greg has more than 25 years of experience in life sciences and physical sciences, with five years at Barr working on water quality projects and hydrologic and hydraulic modeling. He has performed long-term climatic simulations of watersheds and wetlands, including simulations to support development of the Minnesota Pollution Control Agency's minimal impact design standards (MIDS). He has conducted development plan stormwater reviews for the City of Inver Grove Heights; this work includes verifying compliance with the city's stormwater ordinance through review of construction plans, hydrologic and hydraulic models, and water quality models.



**Role:** Civil lead

**Michelle Kimble, PE**  
**Senior Civil Engineer**  
**BS, Civil Engineering**

**Hourly rate: \$120**

Michelle has 17 years of civil engineering experience specializing in site development and creative stormwater management for public and private clients. She has designed green infrastructure retrofits that manage runoff using permeable surfaces and living systems. She has also performed stormwater and hydrologic modeling, developed stormwater pollution prevention programs for National Pollutant Discharge Elimination System permitting, and designed erosion-control best management practices. Michelle assisted with site design and construction drawings for sustainable design renovations to Minnetonka's city hall campus and provided engineering services for St. Olaf College's new science facility.



**Role:** Civil design

**Patrick Brockamp, EIT**  
**Water Resources Specialist**  
**BS, Civil Engineering**

**Hourly rate: \$80**

Patrick has nearly four years of experience as a water resources specialist. He works on a variety of projects including stormwater design, low-impact development, and watershed modeling. His work has included designing stormwater treatment features such as rainwater gardens for projects in the Twin Cities area, including the Maplewood living streets and Maplewood Mall projects. Patrick is proficient in AutoCAD Civil 3D, XP-SWMM, and HydroCAD.



**Role:** Civil design

**Katie Turpin-Nagel, EIT**  
**Water Resources Specialist**  
**BS, Civil and Environmental Engineering**

**Hourly rate: \$75**

Katie has experience in water quality analysis and management, green infrastructure design, hydrologic and hydraulic modeling, and stormwater management. She is proficient at using AutoCAD and Civil 3D to aid in project design as well as using XP-SWMM for urban stormwater analyses and management design. Katie has used XP-SWMM to conceptualize green infrastructure projects for redevelopment sites in St. Paul and has modeled combinations of stormwater ponds and subsurface storage areas to address flooding concerns in Golden Valley.



**Role:** Green infrastructure design

**Matt Kumka**  
**Landscape Ecologist**  
**Master of Landscape Architecture**

**Hourly rate: \$90**

Matt has seven years of experience in landscape design, construction, installation, and construction observation as well as native plant community restoration and stormwater infrastructure best management practices. At Barr, he has developed living streets initiatives, created sustainable landscape master plans, and planned invasive species control. He has managed and led design on numerous landscape projects related to stormwater quality improvement and ecologically appropriate placemaking. Matt served as city representative for a street water infiltration project for the City of Eagan, coordinating a rain garden installation program in conjunction with street revitalization.

## additional staff



**Role:** Technical resource

**Kurt Leuthold, PE, LEED AP**  
**Vice President, Senior Civil Engineer**  
**BS, Civil Engineering**

**Hourly rate: \$165**

Kurt has 27 years of experience on projects involving hydrology, hydraulics, stormwater management, and land development. He has designed surface-water management projects for cities, water management organizations, watershed districts, private industries, developers, and educational institutions. Kurt's work focuses on sustainability and the design of alternative stormwater management, low-impact development, green infrastructure, and green building projects. He specializes in designing infrastructure with an eye for ecology and understands the interaction of water, soils, and plants, and how urban infrastructure can support biodiversity and environmental protection.



**Role:** Civil design

**Matt Metzger, PE, ENV SP**  
**Civil Engineer**  
**BS, Civil Engineering (Minor: Art)**

**Hourly rate: \$130**

Matt has 10 years of design engineering experience related to water resources. He specializes in community infrastructure design, site planning, flood-risk reduction systems, and creative stormwater management. His work has included assisting in the development of a community green streets plan; designing large-scale flood risk reduction projects; and designing low-impact site developments for cities, watershed districts, universities, and private campuses. Matt's civil design experience also includes large hydraulic structures, power generation facilities, industrial facilities, complex brownfields sites, and stream restorations. He has extensive experience in cost estimating, value engineering, and interdisciplinary problem solving.



**Role:** Green infrastructure design

**Fred Rozumalski, PLA**  
**Landscape Ecologist, Landscape Architect**  
**Master of Landscape Architecture**

**Hourly rate: \$150**

Fred is a professional landscape architect with nearly 20 years of experience in ecology, horticulture, and native landscape design and restoration. His projects are designed to work with nature to create economically viable, low-maintenance landscapes that support a diversity of plants and animals, while also meeting the needs of people. He provides landscape master plans for colleges, corporations, and municipalities; designs innovative stormwater management features, and conducts natural resource inventories and cultural site analyses; restores native plant communities. Fred created a conservation design development for 380 acres in Hanover and developed a master plan for the City of Minnetonka's city hall campus. He also managed a site design team for St. Olaf College's new science center and designed a sustainable landscape master plan for the College of St. Benedict in St. Joseph.



**Role:** Civil/green infrastructure design, modeling

**Candice Kantor**  
**Water Resources Specialist**  
**BS, Civil Engineering**

**Hourly rate: \$95**

Candice has five years of experience in design development, watershed analysis, and construction observation. Her design experience is focused on the use of green infrastructure practices and stormwater pond improvements. She is proficient at using AutoCAD Civil 3D, HydroCAD, and SHSAM modeling programs to aid in project design. Candice has completed stormwater pond inventories and assessments for the cities of Eagan, St. Louis Park, Mounds View, Hastings, and Northfield as well as design, plans and specifications for stormwater pond improvement projects in Eagan and Northfield.



**Role:** Green infrastructure design

**Eric Holt, PLA**  
**Landscape Architect**  
**Bachelor of Landscape Architecture**

**Hourly rate: \$95**

Eric has over nine years of experience in landscape architecture and urban design, focused on conceptual site design, integrated stormwater design, green infrastructure design and planning, low-impact development, interpretive design and communication, planting design, and graphic design. At Barr, Eric has provided stakeholder engagement, site inventory and analysis, schematic planning and design, construction documentation, administration, and project management assistance. Eric served as lead rainwater garden designer and construction supervisor for the Maplewood living streets demonstration project and has provided sustainable landscape master planning and site design for corporate and higher education campuses including the College of Saint Benedict, Macalester College, and Hamline University.

## project experience

Below are project examples that demonstrate Barr's experience in low-impact and green infrastructure design for developments and urban sites.

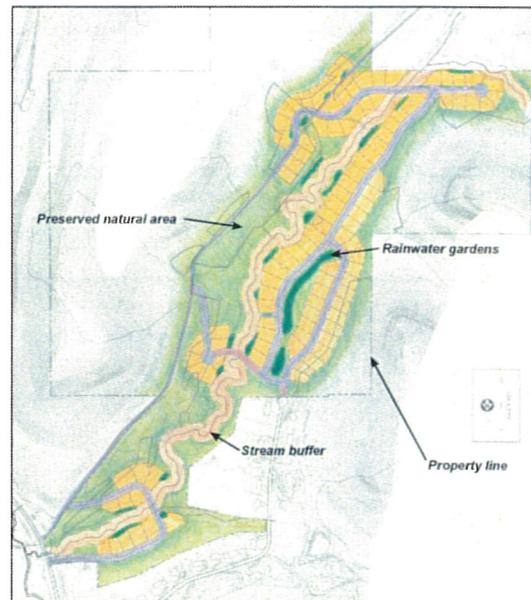
### site design for Cobblestone Creek development

*Philips Development, Inc. • Minnesota*

#### *services provided:*

- site master planning
- low-impact site design
- environmental assessment worksheet
- alternative stormwater design
- park design
- bridge design
- trout stream protection
- permit application and permitting process

The Cobblestone Creek development offers not just a lot to build on, but an improved quality of life for residents and the environment. Since the property includes two protected natural features—bluff lands and a trout stream, it was critical to the City of Winona to protect these features while also finding a feasible way to build single-family homes.



***Barr used the principles of conservation subdivision design to place roads and homes***

To achieve the project's vision, Barr used the principles of conservation subdivision design to identify land areas to be preserved such as the stream and its buffer zone, steep slopes, and mature woodlands. The site design enabled 1) preservation and protection of the springs, 2) prevention of potential stormwater problems, by minimizing impervious surfaces to reduce stormwater runoff volumes, 3) creation of an extensive above-ground stormwater management system, 4) protection of steep slopes, and 5) reductions in the amount of ground disturbance by incorporating narrower homes and short front setbacks.

Our low-impact site design includes green space behind every home; interconnected park space for an extensive trail system; and community access to the stream, bluff top, and springs. In addition to site design, Barr also provided permitting and bidding assistance, created documents necessary for final plat approval, and developed construction documents.

## Stonebridge of Lilydale

Rancone Development • Lilydale, MN

### services provided:

- infrastructure design
- plans and specifications
- construction administration and oversight

Barr worked with Rancone Development to design the overall infrastructure of the Stone-bridge of Lilydale project—a 28-acre commercial, retail, and residential development, including 54 twinhome units, 23 row house units, and four commercial/retail buildings. Barr's plans included site grading, water mains, sanitary sewers, storm sewer, a geosynthetic-clay-lined ponding basin, reinforced slopes, retaining walls, a waterfall, bridge design, and streets.

The planned unit development is situated on top of the bluff overlooking the Mississippi River. It is the site of a former quarry and concrete batch plant that was in operation for almost 30 years. This created significant challenges for the development of the site, including buried rubble, unsuitable and uncompacted soil, shallow bedrock, and contaminated soil throughout the site. A large crushing operation was set up and all the on-site soil and rubble was recompacted to form the building pads. Substantial amounts of soil from off-site were required to bring the site to final grade.

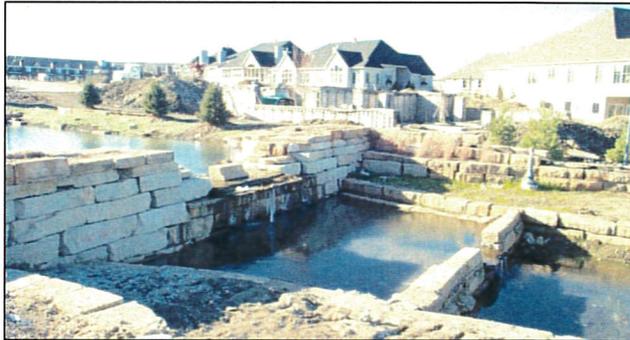
In an effort to reduce impervious surfaces and create more green space, the development incorporated shared driveways, narrow streets with bumpouts for parking, and reduced setbacks to shorten driveway length. The multiple ponding basins and waterfall form the focal point in the park-like setting of the residential area.



*The neighborhood centers on a common space, which serves as a walking and gathering area.*



*To reduce impervious surfaces, the development incorporated shared driveways and narrow streets.*



*The multiple ponding basins and a waterfall form the focal point in the park-like setting of the residential area.*

## streets reconstructed using living streets framework *Ramsey-Washington Metro Watershed District • Maplewood, MN*

### *services provided:*

- stakeholder facilitation and education
- developed living streets plan
- construction plans and specifications
- developed planting and stormwater management plan
- construction observation

A first of its kind in Minnesota, Barr designed and oversaw implementation of an innovative living street design for Maplewood's Bartelmy-Meyers street reconstruction project for the Ramsey-Washington Metro Watershed District.

The framework allows the city of Maplewood to design street reconstruction projects that can be implemented with more efficiency and at a lower long-term cost than traditional roads, while also reducing impervious surfaces and treating runoff.

We worked closely with city staff to educate residents about the value of the street changes, resulting in half agreeing to have a rainwater garden on their property. The 7,000 feet of residential street included:

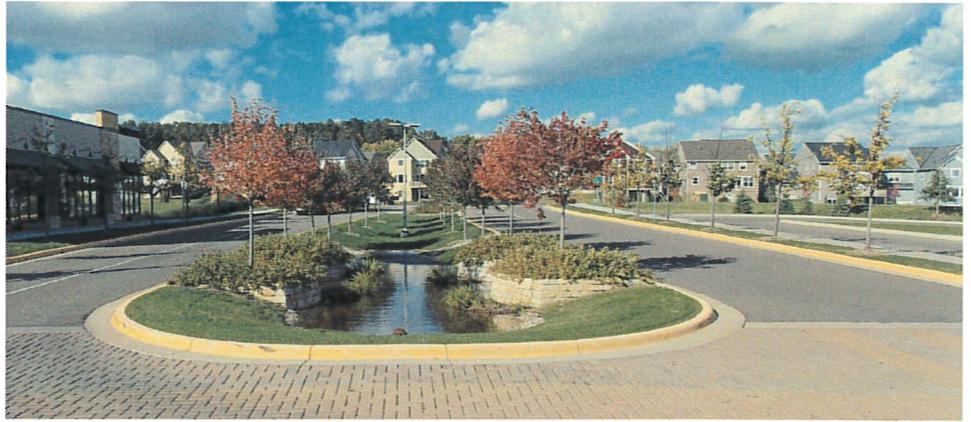
- narrowing the street from 32 feet to 24 feet, reducing pavement by one acre
- adding 1.5 miles of sidewalk on one side of the street
- installing 32 new rainwater gardens throughout the neighborhood
- planting 120 drought-tolerant street trees throughout the neighborhood
- creating a regional infiltration basin as an attractive feature in the local neighborhood park



The rainwater gardens, trees, and infiltration basin will sequester 40 tons of CO<sub>2</sub> per year, as well as filter and infiltrate 50 percent of the stormwater runoff.

The project supported in part by a \$550,000 Clean Water Fund grant from the State of Minnesota and a grant from Ramsey-Washington Metro Watershed District.

Proposal  
for the  
Blackstone  
Ridge  
Development  
Review/Design



06.30.2015



30 June 2015

Inver Grove Heights, MN  
Attn: Tom Kaldunski  
8150 Barbara Ave E  
Inver Grove Heights, MN 55077

**Subject: Blackstone Ridge SOQ**

Tom-

You are aware of many of our capabilities and our long-term commitment to the city, but we are pleased to have an opportunity to articulate for you the unique assets our team and experience base brings to the city. With EOR's long-term working relationship to the city on northwest area stormwater, you can be assured that we will be responsive, and are very well positioned to hit the ground running. We understand the importance of quickly advancing the Blackstone Ridge development and are committed to do that. EOR possess an in-depth understanding of the development site plan, soils, road corridor issues, and participants. In our role with the city, we have been involved in implementing stormwater practices from beginning to end; from design, through construction and to successful developments.

EOR has a wealth of knowledge and experience in the specific location of Blackstone Ridge and with the city's NW area standards, along with outstanding BMP design skills. Together these can be leveraged to provide a more efficient and successful development project. This represents a unique opportunity to achieve a win-win-win; for the city, for the developer, and for the waters and character of the community. We feel EOR is positioned especially well to get Blackstone Ridge in the ground and meeting all the city's needs, for the following reasons:

- **First-Hand Knowledge of the Blackstone Ridge Site** – EOR can deliver quick, efficient services with our working knowledge of the site and interrelated projects, allowing us to hit the ground running. We will keep pace with the developers' expectations for quick turnaround. Our team has been involved on several aspects of the regional planning related to the B. Ridge site: Argenta Trail Corridor Alignment Planning with Kimley-Horn, Preliminary Soils Investigation with the county, city, and developer (Argenta Trail) and stormwater model and map updates for this corridor.
- **Prevent Risk of Flooding and Expensive Retrofits** – The risk of compromising the system and creating a cascading domino effect that could lead to flooding new homes and infrastructure is a concern. With the unique landlocked setting and standards of the NW area, EOR understands the intent and key assumptions of the system design. EOR is committed to maintaining the integrity of the system. By understanding the system design, EOR has experience in quickly determining how to accommodate changes that are inevitable, such as road and development impacts. This provides important continuity to the system and a secure method to manage into the future.
- **Consistent Application and Tracking of the Plan** – Part of the ability to eliminate risk of system problems and failure includes consistent, equitable application of the standards. As unavoidable regional basin impacts occur, tracking and implementing mitigation to those impacts has been a

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 651 Hale Ave N Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 [www.eorinc.com](http://www.eorinc.com)

key, ongoing role of EOR for the city. Maintaining that continuity and consistency between projects has allowed the system to be flexible and accommodate numerous road and infrastructure changes needed, such as Amana Trail and the sanitary sewer lift station. Applying the standards in a consistent manner, based on clear understanding of the system, maintains credibility for the city with the development community and the residents.

- **Success in Development Team Collaborations** – The involvement of EOR with several developments in the NW area and elsewhere demonstrates our ability to creatively solve problems and help get successful projects built. Examples include Argenta Hills, Inver Glen Senior Living, Inverpoint Business Center, Glen Gregor site plans, and others outside IGH. In all these situations, we addressed challenges with unique solutions, such as permeable pavements to maximize density, stormwater reuse/harvesting for irrigation, trenches to reach high infiltration materials, adding aesthetic/quality of life elements, and utilizing proof of parking instead of unnecessary asphalt. In most of these situations, the result provided win-win-win solutions.

Having a proven track record of working under the one-of-a-kind NW area ordinances, with BMPs operating better than designed, provides continuity and peace of mind to the city. EOR is proud to provide this service to the city and guarantee that this unique system performs successfully.

Now that the city is considering a more streamlined, hands-on effort for stormwater design with Blackstone Ridge, it would be advantageous to keep a very knowledgeable entity, like EOR, involved. We are very excited about this prospect and are energized to enhance the value and benefits that early planning and good design can provide. We have seen the difficulties first hand and know the pitfalls. It would be unfortunate to have this first “hands-on, trial project” stumble due to a new entity coming in trying to understand the system. A misstep on the first try could have negative repercussions lasting for years.

In recognition of the uniqueness of the NW area approach and the successful long-term partnership between EOR and the City of Inver Grove Heights, we were pleased to recently share with the city the honor of the American Council of Engineering Companies (ACEC) National Grand Award. The Zero Runoff Northwest Area Plan national recognition was well deserved and the city should rightfully be proud.

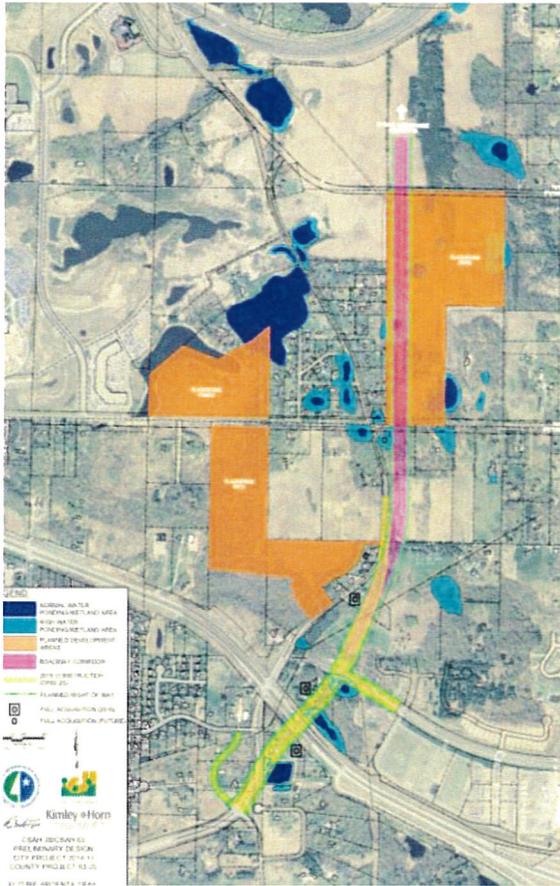
Thank you for your consideration.

Sincerely,



Brett H. Emmons, PE, ENV SP, LEED AP  
CEO

## Project Background & Approach



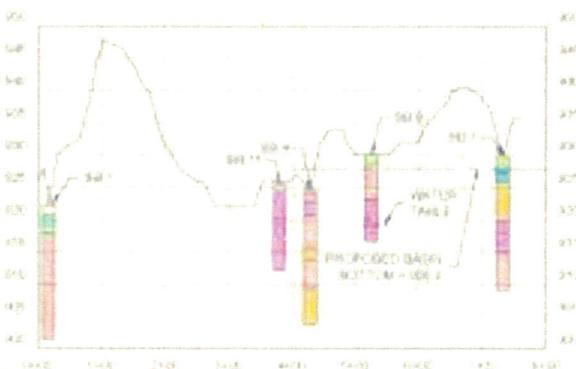
Blackstone Ridge is the 3rd in a series of Blackstone developments in the western portion of the Northwest area. Having worked with the earlier phases and concepts, EOR understands the design approach and constraints. Many of the sites in this area, especially Blackstone Ridge, have some challenging topography and have necessitated a development plan that responds to the slopes and features. Working with the NW area’s Regional Basins has been done successfully in the two earlier phases. EOR has been available and involved in coordinating with the developer and city on early mitigation planning.

The overall alignment of Argenta Trail has been challenging, but in the end, a workable solution was agreed upon by all. As part of that compromise, there will be mitigation of Regional Basins. Preliminary evaluation of soils information has already been conducted with EOR’s help. We have a strong **first-hand knowledge** of the site as demonstrated by our involvement in preliminary planning of the road corridor and the site.

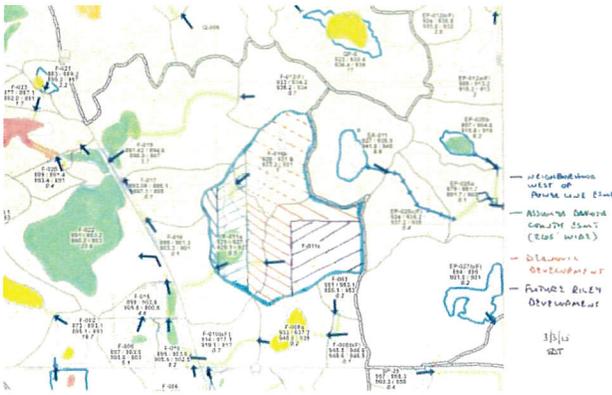
- Argenta Trail Corridor Alignment (with Kimley Horn)
- Soils Investigation of B. Ridge and Road Corridor
- Stormwater Model and Map Updates



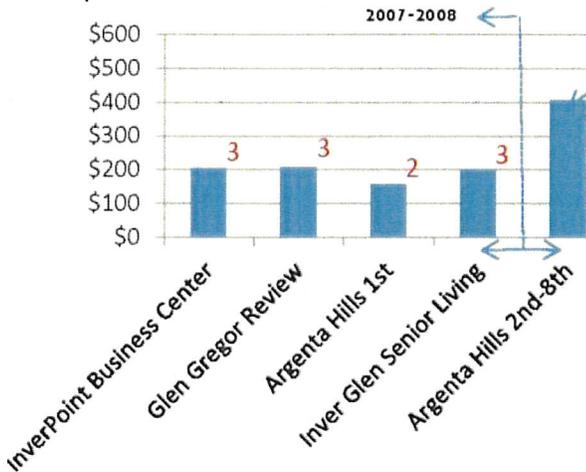
The Regional Basin mitigation plan needed for the site included EOR’s assistance. The plan will utilize the good textured soils EOR helped identify in the northern portion of the site to **prevent flooding risk** and fits with the development plan. Flex (F) Regional Basins are on the site [e.g., F-013(F)] and can be manipulated to best suit the development layout and the developer’s needs, while maintaining the protections needed to prevent flooding.



The proportions of each site’s drainage areas to the area’s Regional Basins was quantified for Argenta Trail, B. Ridge, and adjoining properties for the city. With access to the regional model and subwatersheds, it was easy to quickly provide information needed by the city to assess cost sharing options. That information allows for an equitable and **consistent application and tracking** of participation in costs for the Regional Basin modifications. Likewise, various impacts in the system are tracked and mitigated in future phases with the aid of EOR tracking the changes.



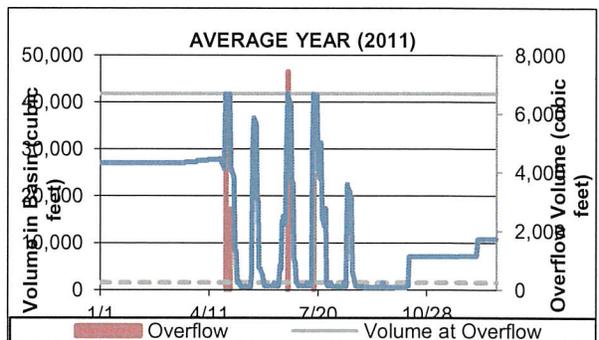
Costs per Review



EOR is committed to accommodate the needs of the development in a timely process while also meeting all the stormwater system needs. We are uniquely positioned to both see the big picture and protect the city, while demonstrating how LID practices can be implemented to best fit the development needs. EOR has already demonstrated our knowledge of the ordinances and ability to turn reviews around quickly. We have demonstrated on several occasions **success in development team collaborations**. Working with developers at the table, we have assisted in getting projects built and ways to reduce the level of effort (\$ and time).

We know that the development community needs some certainty and a level playing field. The regional basins map and up-front planning and design tools provide guidance. With EOR's understanding of all the background of the site (as indicated above), we can be very quick and effective at turning around the needed analysis for the development. We also have been involved in many design projects and can provide insights into how best to implement BMPs. It is encouraging to have a chance to work directly with the developer to streamline a stormwater BMP system that is very efficient. The approach will utilize the site's resources of the soils, topography, and hydrology and integrate those into the site plan.

<b>REUSE MODEL, Project:</b>		Blackstone Ponds		
<b>Client:</b>		IGH/P. Kalinosky		
<b>SW Reuse Calculations:</b>		Developed by EOR		
INPUTS				
IRRIGATION	A <sub>irrigation</sub>	271,843		ft <sup>2</sup>
	D <sub>irrigation</sub>	0.67		in/day
	Begin/End	5	to 9	month
WATERSHED	A <sub>watershed</sub>	9.72		acres
	% <sub>imp, connected</sub>	50%		%
	% <sub>imp, disconnected</sub>	13%		%
	CN <sub>imp, disconnected</sub>	68		
	C <sub>W-TP</sub>	410		ppb
	C <sub>W-orthoP</sub>	100		ppb
STORAGE	V <sub>basin</sub>	41,846		ft <sup>3</sup>
	V <sub>storage</sub>	1,600		ft <sup>3</sup>
	L <sub>basin/W<sub>basin</sub></sub>	280	by 190	ft
	Begin/End	1	to 12	month
	D <sub>basin</sub>	6		ft
	Side slope	0.12		ratio
	Evaporation	1		1=on; 0=off
	V <sub>basin, initial</sub>	27,000		ft <sup>3</sup>

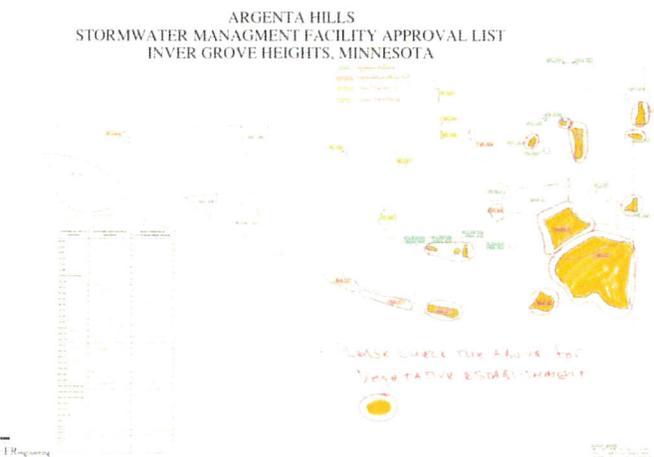


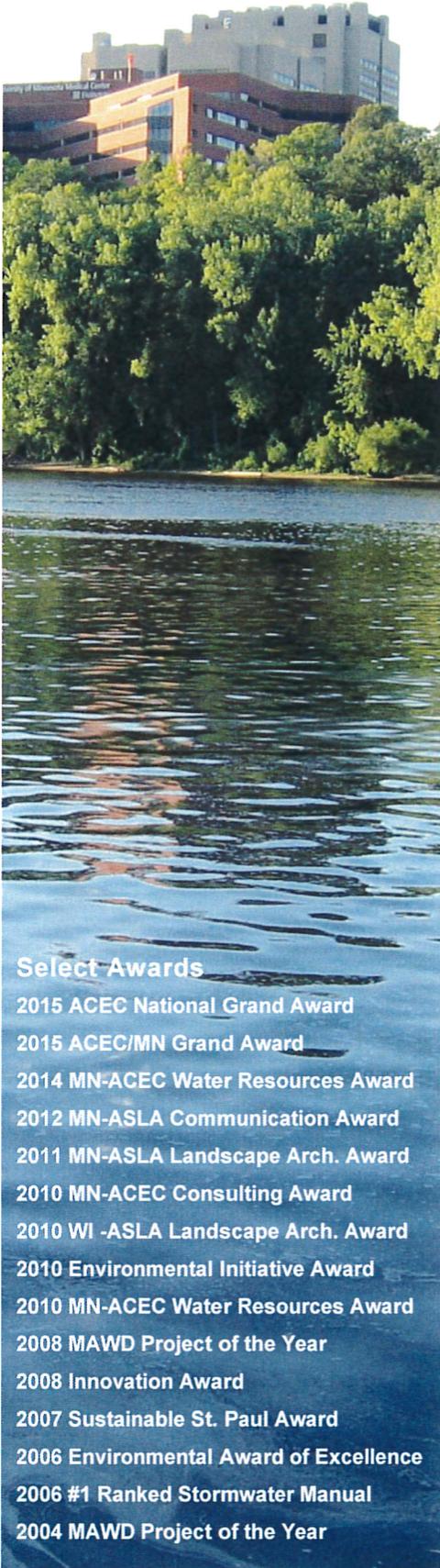
HAUGG CORPORATION SERVICES		BORING NUMBER R.SB-7 PAGE 1 OF 1	
CLIENT: Argenta Hills		PROJECT NAME: Blackstone Properties, Blackstone Ridge	
PROJECT NUMBER: 14-673		PROJECT LOCATION: Inver Grove Heights, MN	
DATE STARTED: 12/29/13	COMPLETED: 12/29/13	GROUND ELEVATION: 329.99 MLL	PILE SIZE: 3.14 inches
DRILLING CONTRACTOR: HETS		GROUND WATER LEVELS:	
DRILLING METHOD: Probe Steel Auger/Split Spore		AT TIME OF DRILLING: Not Encountered	
LOGGED BY: GP		CHECKED BY: JLS	
		AT END OF DRILLING: Not Encountered	
NOTES:		AFTER DRILLING: Not Encountered at Current Depth of 72 Feet	
DEPTH (ft)	DEPTH (ft)	SPT N VALUE	DEPTH (ft)
0	0	20	0
0	0	40	0
0	0	60	0
0	0	80	0
0	0	100	0
0	0	120	0
0	0	140	0
0	0	160	0
0	0	180	0
0	0	200	0
0	0	220	0
0	0	240	0
0	0	260	0
0	0	280	0
0	0	300	0
0	0	320	0
0	0	340	0
0	0	360	0
0	0	380	0
0	0	400	0
0	0	420	0
0	0	440	0
0	0	460	0
0	0	480	0
0	0	500	0
0	0	520	0
0	0	540	0
0	0	560	0
0	0	580	0
0	0	600	0
0	0	620	0
0	0	640	0
0	0	660	0
0	0	680	0
0	0	700	0
0	0	720	0
0	0	740	0
0	0	760	0
0	0	780	0
0	0	800	0
0	0	820	0
0	0	840	0
0	0	860	0
0	0	880	0
0	0	900	0
0	0	920	0
0	0	940	0
0	0	960	0
0	0	980	0
0	0	1000	0

Blackstone Ridge Boring

With the use of various tools and approaches, a customized stormwater plan can be developed to provide the most benefit for the development. Creative use of BMPs has already been shown to be effective in developments in the NW area and elsewhere by EOR. Examples of practices that might apply here include road ROW infiltration trenches, backyard raingardens, and infiltration basins. With in-depth knowledge of the areas soils and challenges, EOR can be strategic in placing BMPs in locations where they will be the most effective and minimize future maintenance hurdles.

With EOR's experience seeing sites all the way through to build-out, we ensure consistency and reliable results. This ability to understand how the NW area ordinance applies, how the system hydrology functions through extensive modeling, and how to design effective BMPs provide IGH with a comprehensive team to meet Blackstone Ridge's needs, as well as those of the broader community.





### Select Awards

- 2015 ACEC National Grand Award
- 2015 ACEC/MN Grand Award
- 2014 MN-ACEC Water Resources Award
- 2012 MN-ASLA Communication Award
- 2011 MN-ASLA Landscape Arch. Award
- 2010 MN-ACEC Consulting Award
- 2010 WI -ASLA Landscape Arch. Award
- 2010 Environmental Initiative Award
- 2010 MN-ACEC Water Resources Award
- 2008 MAWD Project of the Year
- 2008 Innovation Award
- 2007 Sustainable St. Paul Award
- 2006 Environmental Award of Excellence
- 2006 #1 Ranked Stormwater Manual
- 2004 MAWD Project of the Year

## Firm Profile

### Emmons & Olivier Resources, Inc. (EOR)

Is a collaborative group of design and environmental professionals passionate about protecting our waters, restoring healthy ecosystems, and enhancing our community's unique sense of place. We are an employee owned, multi-disciplinary water resource-based firm that specializes in:

- water-resources engineering, watershed planning, and modeling
- environmental compliance, biological surveying, and restoration
- sustainable site design, planning, and landscape architecture

## Services

### Water:

floodplain management • geologic and hydrogeologic investigations • groundwater modeling, planning, and mgmt • hydrologic and hydraulic modeling • lake and wetland mgmt. plans • policy & ordinance development • stormwater management and outreach • stream assessment, restoration, and monitoring • TMDL and watershed protection studies • water quality monitoring and modeling

### Ecology:

ecological restoration design • environmental compliance • environmental planning and mgmt. • invasive species documentation • vegetation assessment and classification • wetland regulatory activities • wildlife surveys and monitoring

### Community:

campus and community planning • civil design, construction mgmt, and land surveying • green infrastructure • low impact development & conservation design • parks & trails planning • public participation, input, and project awareness • sediment control and conservation practices • sustainable site design (SITES) & LEED strategies • sustainability planning

## Qualifications & Unique Expertise:

- Our team has and continues to serve many entities with permit reviews, collectively having reviewed more than 2,000 permits.
- Our team authored over 10 sets of rules and ordinances ranging from community-wide to targeted, resource-specific sub-watershed rules.



## Related Experience/Examples

### Water Resource Permitting

#### Experience

Our team has extensive experience in developing and writing ordinances and rules throughout the twin cities metro area as well as in other states and Canada. Beyond writing rules, EOR also has extensive experience facilitating their implementation through the development review/permitting process, development of supplemental rule guidance documents, conducting ongoing site inspections, conducting permit site follow up and assessment of BMP performance, and the development of BMP performance certification protocols.

#### Leaders in the Field

- EOR recognizes that the methods and technologies applied in stormwater mgmt. are continually being advanced and developed. Our Team is on the leading edge of understanding the strengths and limitations of these new BMPs and modifying designs to address site specific conditions.
- Our teams is well suited to serve permitting needs for the following reasons:
  - Substantive experience in permitting in urbanizing and redevelopment settings
  - In-depth understanding of conventional and latest, cutting-edge stormwater BMPs with personal and company supported dedication to continuing education
  - Proven track record for advancing lower-cost, higher-benefit BMP alternatives – a win-win for the city and permittee
  - Extensive experience developing, reviewing and utilizing HydroCAD, SWMM, XP-SWMM, P8, Pondnet and other software to simulate the rate, volume and pollutant loading reduction of cutting-edge BMPs
  - Trained in Systematic Development of Informed Consent (SDIC) providing improved ability to facilitate and gain consensus with permittees and LGU
  - Ability to provide operational support to Staff on all fronts of the city's regulatory efforts

#### Other Permitting-related Services Offered:

- Review of city-local surface water management plans
- Review of AUARs, EAWs, & EISs
- Site inspections and compliance monitoring
- BMP certification

**Service Area Lead:**

- **Brett H. Emmons, PE, ENV SP**  
water resources engineer

**Service Area Key Staff:**

- **Paula Kalinosky, EIT**  
water resources engineer
- **Derek Lash, PE**  
water resources/civil engineer
- **Ryan Fleming, PE, LEED AP**  
water resources engineer
- **Olivia McGuire, P.Eng (Canada)**  
water resources engineer
- **Kyle Crawford, EIT**  
civil engineer
- **Mike Talbot, EIT**  
water resources engineer
- **Britta Hansen**  
landscape designer
- **Kevin Biehn, PLA**  
landscape architect

**Project Examples**

**Permitting / Development Review**

**Clients:** Inver Grove Heights

Lake City

Woodbury, Cottage Grove, Plymouth, Chaska\*

Brown's Creek Watershed District

Carnelian -Marine -St. Croix Watershed District

Comfort Lake -Forest Lake Watershed District

Prior Lake -Spring Lake Watershed District

Increased urbanization and growing population within these districts continues to put additional pressure on the resources. Providing creative ideas and guidance on land use changes at the comprehensive plan level and site development scale is a demonstrated strength of the EOR team.

**Rules Development/Revisions**

**Clients:** IGH, Lindstrom, BCWD, CLFLWD, CMSCWD, PLSLW, MCWD & RCWD

EOR authored the above and other's rules and multiple Resource Management Plan (RMP) sub-watershed specific rules. These subwatershed-specific RMP rules provide greater mitigation flexibility, protection of high quality resources and drainage benefits to land owners. Whether it be area-wide or resource-specific rules, EOR has demonstrated leadership and innovation in rules development. For instance, the BCWD was the first to formally adopt, EOR drafted, volume control standards that linked the proposed development infiltration rates and volumes with pre-development soil conditions and proposed development-type.

**Supplemental Guidance Documents**

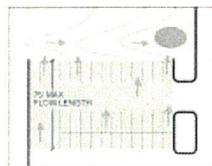
**Client:** IGH, Toronto area, Lake City, CMSCWD, RCWD, MCWD, CRWD

In addition to developing rules, EOR has authored supplemental guidance documents for many entities. Guidance brochures have been developed for topics such as: design infiltration rates, wetland buffers, infiltration standards, soil amendments, impervious disconnection, LID techniques, and rule-specific worksheets and sample calculations. For recent examples of these guidance documents, visit [ricecreek.org](http://ricecreek.org) or [cmscwd.org](http://cmscwd.org)

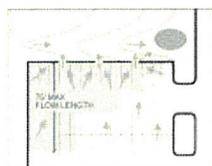
\*Experience of Staff prior to working at EOR.

**Parking Lot Disconnection**

Curbs or ribbon curbs may be used to satisfy the impervious disconnection conditions. Parking grades shall be designed such that discharge is evenly distributed and concentrated flow is minimized. Curb curbs shall be spaced such that the pervious disconnection length exceeds the contributing flow path from impervious surfaces. (Code 90.050 A, prior to any modification, hereby the position is correct that 75%)



- Full Credit**
- Ribbon curb
  - 75' maximum flow length in parking lot



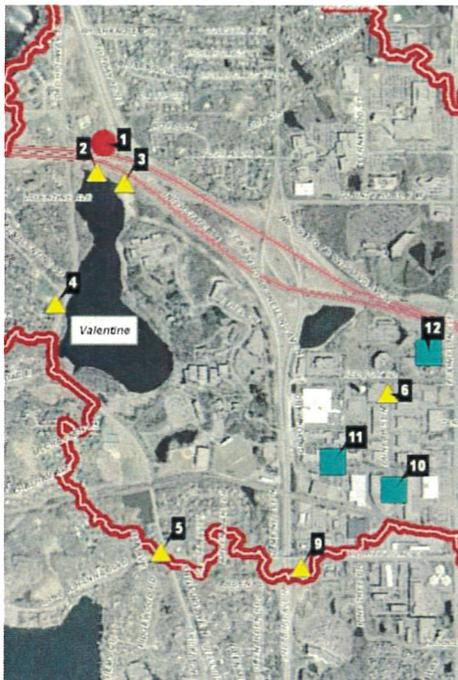
- Partial Credit**
- Conventional curb with curb outs
  - Area of credit is reduced from max flow length given the disconnection credit from curb-out to BMP
  - 75' maximum flow length in parking lot



## Site Inspections

**Client: IGH, BCWD, CMSCWD, PLSLWD, CLFLWD & RCWD**

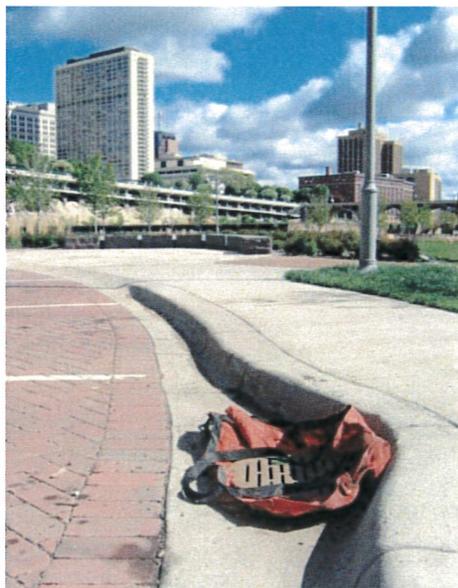
EOR not only has the technical capability and knowledge to apply sound review practices to the permit review phase, but has also shown the ability to effectively manage permit inspection programs. EOR has supported many communities on this front at varied levels of capacity from full-time management of inspections, to interim staff-transitions, to on-call assistance. EOR has the ability to offer highly qualified and CPESC staff at a competitive cost.



## District-wide BMP Monitoring

**Client: Rice Creek Watershed District**

In 2003 the RCWD and EOR began a three year BMP monitoring report and developed several recommendations for improving the application of infiltration practices through the permitting process. In 2007 an updated methodology was developed to assess numerous BMP sites across the District. This revised methodology included the addition of field measurements for infiltration capacity and additional specific assessment points. This methodology also provided RCWD inspectors with a tool to certify BMP compliance with District standards for use during permit closeout.

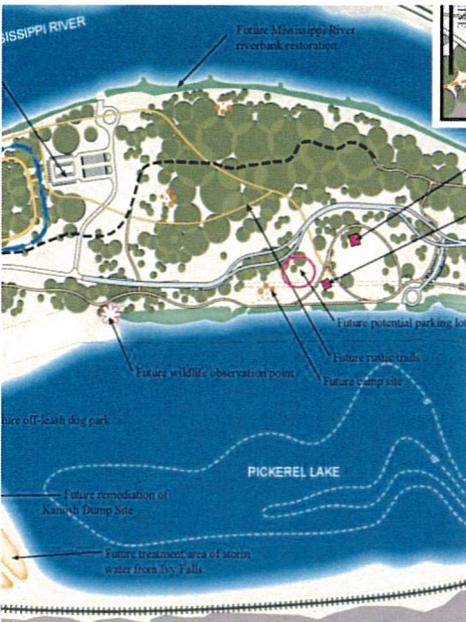
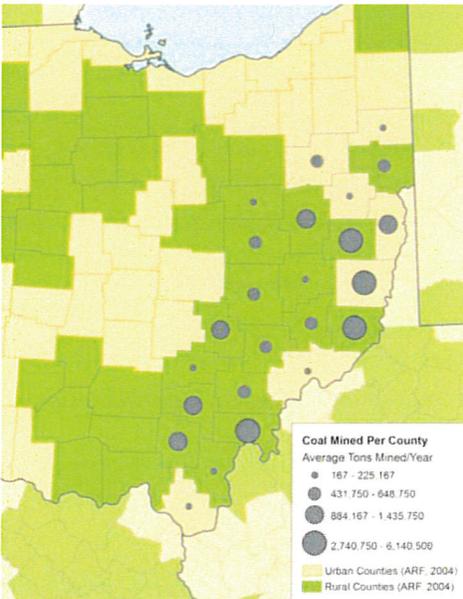
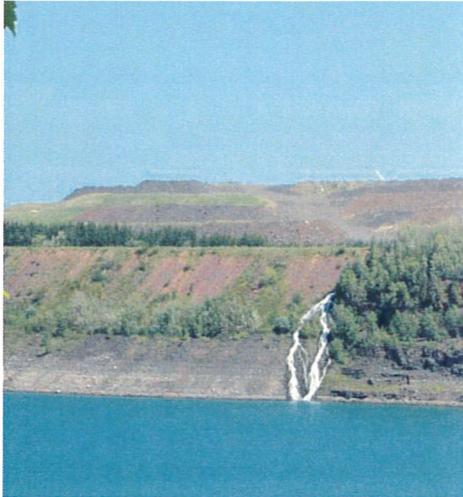


## MS4 Stormwater Program Guidance

**Client: Minnesota Pollution Control Agency (MPCA)**

EOR developed a guidance document to provide communities regulated under the Minnesota Municipal Separate Storm Sewer Systems (MS4) General Permit with basic tools and information that will lead to increased use of pollution prevention (P2) activities within stormwater pollution prevention programs (SWPPPs) and local stormwater programs. The guidance document includes:

- a series of 24 P2 practice fact sheets
- pollution reduction benefits
- programmatic and implementation ideas
- maintenance considerations
- typical costs



## Mine Permit Preparation Assistance

### Client: DNR

MN/DNR's Lands & Minerals Div., responsible for preparing individual permit for regulating mining activities, worked with EOR's mining Technical Advisory Team (TAT) in completing a detailed evaluation of the project design studies for preparation of language protective of the state's resources. The EOR assembled TAT consisted of national experts in the fields of engineering (mine, geotechnical, and water resources), hydrogeology, geochemistry, and the environmental sciences. The EOR-led team worked with multiple agencies to address the many interrelated issues involved with mining and permit issuance.

## NPDES General Permit Assistance

### Client: US EPA

EOR provided assistance to the US EPA Region 5 in revising the surface coal mining General Permit to include water quality standards and criteria consistent with the April 2010 EPA Guidance for Section 402 Permitting - *to be fully protective of waters of the United States of America*. Aquatic life standards for sulfate and other chemicals of interest were integrated based upon state monitoring program data and protection of resources within the affected watersheds of southeastern Ohio. Agreement over standards and other permit conditions was based upon broad level staff discussion between federal and state EPA agencies. In addition to preparing draft and final General Permit language to update programmatic information and specific aquatic life criteria, fact sheets and guidance were prepared for interested parties.

## EAW: Lilydale Regional Park

### Client: City of St. Paul Dept. of Parks & Recreation

EOR performed environmental screening for potentially significant environmental impacts according to the MN Environmental Assessment Worksheet (EAW) process for the proposed Lilydale Regional Park improvements located along the Mississippi River.

EOR administered the St. Paul Parks and Recreation's first EAW and completed a review of the proposed plan, which was designed by others. In addition, EOR performed technical work and gathered new data to ensure decision-maker approval and that all EAW-related permit requirements were met.

EOR established benchmarks for the impact analysis of sensitive habitats & species in this floodway corridor. Additional contributions were made by EOR's unique expertise in the area of rare amphibian & reptile species, a key concern of stakeholders.

### Approx. # of Designs by Staff:

- 100's Raingardens
- 100+ Wet/Dry ponds
- 50+ Filtration / Bio-filtration Basins and Vegetative Filters
- 100+ Outlet Control Structures (Single & Multi Stage)
- 20 Hydrodynamic and Filtration Devices
- 20+ Infiltration Trenches & Tubes
- 10+ Pavers & Porous Pavements
- 05 Green Roofs
- 10 Rainwater Harvesting and Tree Trenches
- 10+ Iron-Enhanced Filtration

### Abbreviated List of Residential Designs (Many by Staff previous to joining EOR):

- Fields of St. Croix II, Lake Elmo, MN
- Oneka Shores – Hugo, MN
- Inspiration 2<sup>nd</sup> Addition – Bayport, MN
- Prairie Ridge 1<sup>st</sup> - 4<sup>th</sup> Additions – Belle Plaine, MN
- Cobblestone Lake Preserve – Champlin, MN
- Hopaca Hollow – Minnetonka, MN
- Jeffer's Pond – Prior Lake
- Village Park – Howard Lake, MN
- Cattail Ponds – Cedar Lake Township
- Stone's Throw – Hassan, MN
- Donnelly Farms – Lakeville, MN
- Emerald Forest – Ham Lake, MN
- Sterling Oaks – Forest Lake
- Sunray Addition – Otsego, MN
- Tall Pines – Zimmerman, MN
- Deer Meadow 1<sup>st</sup> & 2<sup>nd</sup> Additions – Farmington, MN
- Pine Ridge Forest – Farmington, MN
- Thomas A Philipp Addition – Shakopee, MN
- Whistle Trees Woods, IGH, MN
- Whistling Valley, Lake Elmo, MN
- Oneka Ponds, Hugo
- Sweet Grass Meadows 3<sup>rd</sup>, Hugo, MN
- Clear Lake Meadows, Forest Lake
- Spirit Hills, Lino Lks, MN

## Urban Stormwater BMP Design & Construction Management

### Experience

- Our team has over 130 years in design and construction experience combined.
- Our team has over 70 years of experience in construction management, including municipal, state, federal and watershed projects ranging from small projects to large multi-million dollar construction projects.
- EOR has authored several BMP design and technical manuals or guidance documents including, the award winning Minnesota Stormwater BMP Manual (*ranked #1 Stormwater Manual in the Nation by the Nat'l. Conf. of Stormwater Coordinators*) and the Canadian/Toronto Credit Valley Conservation Authority's LID Construction & Field Guide.

### Leaders in Design & Construction Observation

- **Using urban trees for stormwater management** - facilitated incorporation of tree trenches on large scale, high profile Central Corridor. Working with CRWD to improve current boulevard tree trench design for a residential neighborhood – the first of its kind in the U.S.
- **Below street infiltration** – national award winning and precedent-setting project proving that infiltration BMPs can be integrated cost effectively into the urban landscape.
- Designed and constructed the largest application of porous asphalt and pavers in Minnesota for a commercial application. Proved that LID can be integrated into strict development standards utilized by national retailers.
- Customized flow filtration design for rough fish barrier, first ever such design to be implemented in MN.
- Integrated a variety of BMPs into a multitude of land uses and soil types, including:
  - regional infiltration basins that enhance aesthetics, urban wildlife and education on U.of M
  - large scale biofiltration gardens in tight soils for of the most affluent neighborhoods in the State
  - fitting bioretention, biofiltration, and porous pavements into the campus fabric of regional hospitals, churches, parks, and commercial properties
  - urban bioretention and infiltration facilities

### Service Area Leads:

- **Jay R. Hill, PE, PLS**  
civil engineer, surveyor
- **Brett Emmons, PE, ENV SP**  
water resource engineer
- **Kevin Biehn, PLA, LEED AP**  
landscape architect

---

### Service Area Key Staff:

- **Cecilio Olivier, PE**  
water resources engineer
- **Derek Lash, PE, CPESC**  
civil engineer
- **Kyle Crawford, EIT**  
civil engineer
- **Greg Graske, PE**  
water resources engineer
- **Ryan Fleming, PE, LEED AP**  
water resources engineer
- **Paula Kalinosky, EIT**  
water resources engineer
- **Carl Almer**  
water resources engineer
- **Britta Hansen**  
landscape designer



## Project Examples

### Arlington-Pascal Stormwater Improvements

**Client: Capitol Region Watershed District**

The project was to meet the Como Lake Strategic Management Plan's objective of improving water quality by reducing phosphorus inputs, while eliminating residential flooding. EOR completed a detailed study of the sub-watersheds through a series of sophisticated engineering models that included both an extensive hydrologic/hydraulic evaluation and the modeling of existing & proposed conditions using XP-SWMM, while P8 was used to model water quality. Main project components included:

- 8 raingardens & 8 under road, infiltration trenches
- largest underground storage facility in MN during installment
- regional stormwater pond/ infiltration basin
- municipal stormdrain improvements

### Argenta Hills Stormwater Management

**Client: City of Inver Grove Heights**

As a landlocked site, the 134-acre mixed-use development falls under the City's special Overlay District which requires at least 20% of the buildable area be preserved as natural/open space and 100-year runoff retention.

In order to maintain the existing hydrology to the greatest extent possible, EOR infiltrated the water near its source using a decentralized stormwater mgmt. system that uses LID techniques and Best Management Practices (BMPs) such as: infiltration trenches and basins, disconnection of impervious surfaces, raingardens, bioswales, filter strips, and various pervious pavements. National Design Award Winner.

### CVC LID Construction & Field Guide

**Client: Credit Valley Conservation Authority (CVC)**

Low Impact Development (LID) is a relatively new form of stormwater management & urban design for Ontario where many engineers and contractors are unfamiliar with how to properly construct these systems. For this reason, the Credit Valley Conservation Authority (CVC) teamed up with EOR to develop a Designer's Guide for Low Impact Development Construction & the Contractor's and Inspector's Guide for LID for the greater Toronto region. The Designer's Guide alerts engineers of common LID failures for all phases of construction & how to avoid them through specifications guidance. The accompanying C&I Guide is developed as a practical field guide with guidance primarily delivered through graphics and photographs illustrating both the DOs & DON'Ts of LID construction techniques.

## Amery Regional Medical Center (ARMC)

Client: Amery Regional Medical Center

EOR created a landscape for the ARMC that promotes human health and wellness through an ecologically-enhancing environment. The plan has created a synergy between the hospital, the adjacent Apple River, and the greater Amery community. The project serves as a regional precedent for its many sustainable features that include:

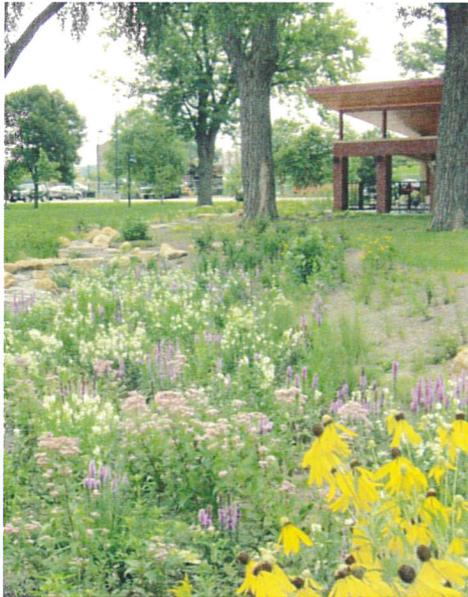
- environmental signage & green roof (½ acre)
- porous fire access lane, filtration & infiltration bioretention
- raptor nesting platform & prairie restoration
- community trail system & restful river overlook



## Harriet Island Phase II Park Improvements

Client: The City of St. Paul

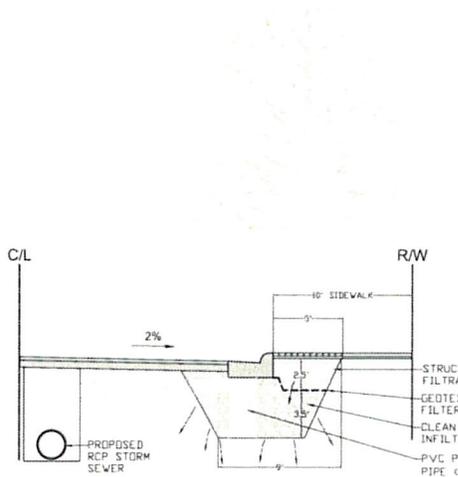
EOR worked with the St. Paul Parks and Recreation Department to design and construct over \$1.7 million in improvements including a TEA- 21 funded regional trail, local park trails, numerous picnic facilities and amenities, innovative stormwater enhancements, and a bioengineered shoreline restoration. This project concluded final improvements at Harriet Island and integrated several features that connect the park and public to the Mississippi River. The connections were physical and visual including trails, plazas, and seating areas providing unmatched views of the urban river. A bioengineered shoreline, connected bioswale, and access to a beach provide environmental and recreation connections to the river.



## Tree Trenches for ‘Green Streets’

Client: Capitol Region Watershed District

EOR worked with CRWD and the City of St. Paul on designing six innovative tree trenches for the boulevards of a traditional St. Paul neighborhood. In addition to visually redefining the residential boulevard, the tree trenches will provide a key role in stormwater management. The trenches allow for stormwater storage below the boulevard to be used by the boulevard’s trees for infiltration and uptake - creating a multi-functional green infrastructure facility. This approach allows for the look of traditional neighborhood elements such as boulevards and curbs to remain unchanged from a pedestrian and homeowner perspective, yet functionally - runoff from the street, sidewalk, and some residential lots will now be treated closer to the source.

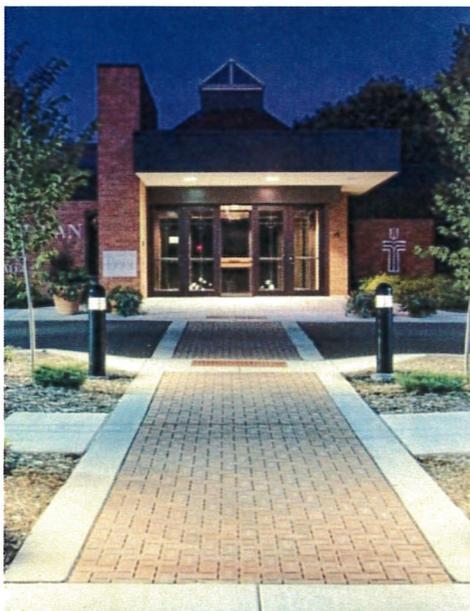




### Park Ave Stormwater Improvements

**Client: City of Burnsville, MN**

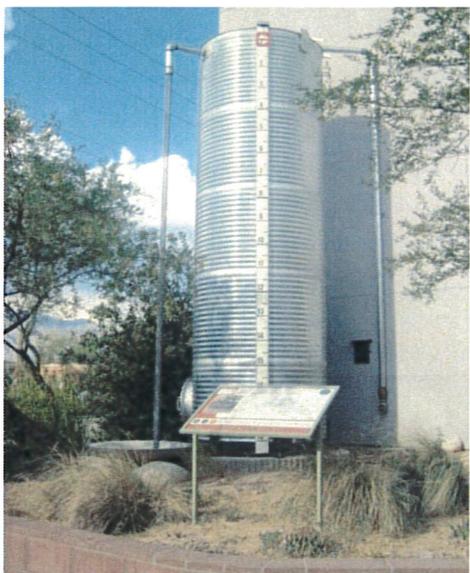
This project was guided by the City's Water Resources Mgmt. Plan and the 2005 Alimagnet Lake - Lake Mgmt. Plan which identifies Park Ave. and adjacent areas as one of the largest phosphorous contributors to impaired Alimagnet Lake. To address water clarity concerns & reduce algal blooms, a phosphorus reduction of 59 ppb was identified. EOR analyzed stormwater retrofit sites within the confines of street and boulevard right-of-ways that would integrate with street reconstruction. EOR completed full construction documents for multiple options, including a subsurface iron-sand filter/ infiltration system. The constructed option will infiltrate approximately 2,000,000 gal. of water, remove 6 lbs. of phosphorus & eliminate 2,000 lbs. of TSS annually.



### 1<sup>st</sup> Presbyterian Church Parking Lot

**Client: 1st Presbyterian Church of Stillwater**

The church parking areas - originally designed as vast expanses of asphalt with no landscaping, shade, or visual interest, were in disrepair and posed hazards for vehicles and pedestrians. EOR's new design reflects the congregation's environmental and community values while improving basic functional and safety concerns. Stormwater is treated in a series of Bioretention Cells, and a large, shade tree lined porous paver promenade forms a visual focal point that extends to the main entry. Excess runoff is routed to raingardens that were previously constructed. Important to the client was the use of the design as an environmental education tool and demonstration site that would highlight the importance of sustainable design for its members.

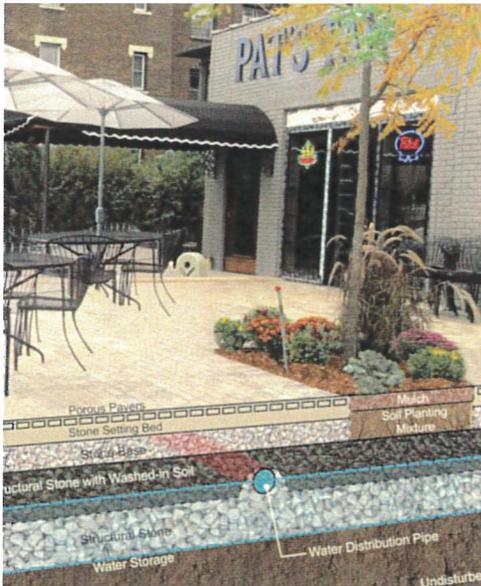


### Stormwater Reuse: design & optimization tool

**Client: Mississippi WMO & Minnehaha Creek WD**

Stormwater reuse is gaining popularity as a way to reduce urban runoff and pollutant loads to our lakes & rivers. However, quantifying the benefits of stormwater reuse, especially to meet regulatory standards, has been a key challenge for incorporating stormwater reuse into local stormwater management plans. While several spreadsheet calculators exist that quantify the volume reduction benefits, the goal of this study was to develop a calculator that would quantify phosphorus reduction benefits (for regulatory credits) of:

- Phosphorus sedimentation in the stormwater storage basin, and
- The application of stormwater to irrigate lawns



## Pat's Tap LEED Site Design

**Client: Private**

EOR worked with the owner of Pat's Tap to produce a site design that met requirements of both quantity and quality credits of LEED Commercial interiors. The site incorporates a number of green infrastructure facilities including an innovative tree trench patio, bioretention facilities, water harvesting that reuses an old heating system water tank, and a landscape plan that incorporates elements of permaculture - growing food and herbs for use in the restaurant. The project not only achieved significant LEED points but helped reduce the owner's stormwater utility significantly. The tight urban site utilized underground storage fields and an innovative cross section below the patio to store water and irrigate a large specimen Kentucky Coffeetree.



## Main Street Stormwater Park

**Client: Shell Rock River Watershed District**

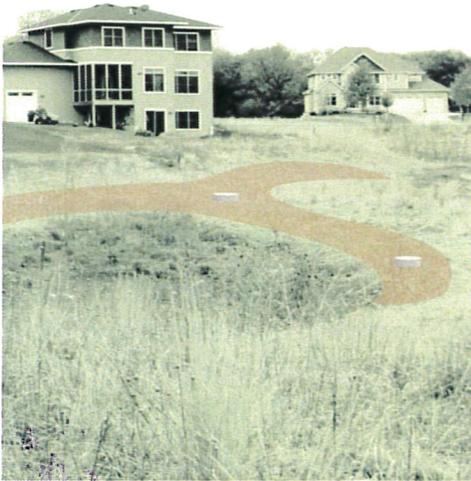
The Watershed District and Albert Lea wanted a park that would provide flood relief, improve the water quality and provide a demonstration site of stormwater BMPs. EOR's design was informed by stormwater mgmt. and natural restoration principles. Key park elements included: a new wetland for treating stormwater, raingardens, porous pavements, and vegetative swales. A wetland restoration and multi-functional plantings were used in providing habitat for migratory birds, pollinators, and reptiles, in addition to providing a beautiful landscape on a major city street that will serve as a major civic amenity.



## Celebration of Life Center

**Client: Private**

EOR incorporated innovative and sustainable stormwater management techniques into the landscape design. In retaining the natural resources of the site, EOR's goal was to meet the pre-settlement conditions of an Oak Savanna interspersed with prairie grasses under a Burr Oak canopy. With the incorporation of infiltration and bioretention techniques, cellular confinement grids, and underground storage infiltration facilities, EOR was able to match run-off volume to that of pre-settlement levels including the 100-year event. In conjunction with the stormwater features, EOR's landscaping plan was designed to enhance the existing soil structure while promoting infiltration and plant uptake with the use of native vegetation.



### **Settler’s Glen Iron-Enhanced Sand Filter**

**Client: Brown’s Creek Watershed District**

In addressing the water quality concerns of McKusick Lake and the St. Croix River; both of which are impaired for excess nutrients, EOR designed an iron-enhanced sand filter system. The system is estimated to remove over 100 lbs. of phosphorous annually from the area’s stormwater runoff. EOR’s design is retrofitted in the bench of an existing stormwater mgmt. pond, enabling the neighborhood’s aesthetic to remain unchanged by the implemented solution. During a rain storm, water will be pumped from the nearby stream into the existing pond where the iron-enhanced sand filter will serve as the “first-flush” for the diverted runoff. The filtered, cleaner water will then be discharged back into the stream within 500 feet of the intake.



### **University Lutheran Church of Hope**

**Client: University Lutheran Church of Hope**

Based on a planning grant from the Mississippi Watershed Mgmt. Org. EOR created a stormwater master plan that would significantly reduce the client’s stormwater utility payments. This plan included: an outdoor gathering / classroom space with integrated splash pads, porous paving, & integrated raingardens. The project addresses drainage concerns and provides an extension of the church’s gathering spaces to the surrounding community. The designed area is used as an additional gathering space following service, as an exterior classroom for the Pease Academy, and as an informal outdoor space for church and school employees.



### **Kingfield Stormwater Improvements**

**Client: Kingfield Neighborhood Assoc. & the Mississippi Watershed Mgmt. Organization**

In 2005, Minneapolis began charging for stormwater utility services based on the amount of impervious surface on each property. The Kingfield Neighborhood Association wanted to install stormwater mgmt. techniques that would serve as examples of sustainable design and provide utility credits to lower owner’s bills. EOR provided concept designs for a couple of sites. Two projects were constructed including an entirely impervious restaurant site and a residence that was contributing excessive runoff. The design of the restaurant site centered around the creation of a porous paver patio and a raingarden to capture and infiltrate nearly all the runoff of the building, patio, and parking lot area.

**Service Area Lead:**

- **Kevin Biehn, PLA, CPESC**  
LEED AP BD+C  
landscape architect

**Service Area Key Staff:**

- **Britta Hansen**  
landscape designer
- **Sonya Carel, RA, LEED AP**  
architect

**Landscape Architecture****Experience**

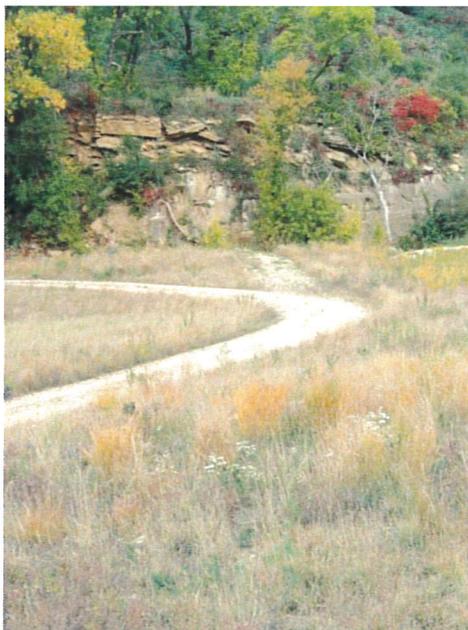
- Landscape Architects have over 43 years of experience pioneering work in landscape design, stormwater management, green infrastructure design, and restoration ecology.
- Recently completed over \$3 million in parks improvements, master planning and design for the City of St. Paul.

**Leaders in the Field**

- EOR's Landscape Architects have garnered 5 American Society of Landscape Architects (ASLA) Chapter Awards in Minnesota and Wisconsin for groundbreaking design and ecology work, as well as a National ASLA Student Design Award.
- EOR's Landscape Architects provided major contributions to 2 Minnesota ACEC Awards
- Provided significant contribution to award winning *Minnesota Stormwater BMP Manual* and the *LID Designer and Inspector's Guides* – for the Toronto Region.
- Pioneers of Green Infrastructure development including stormwater retrofits, tree trench design, urban pretreatment, stormwater wetlands, integrating porous asphalt and pavers into new development, and incorporating sand-iron filters into municipal streetscape.

**Credentials & Training**

- 1 Professional Landscape Architect in Minnesota & WI
- 1 Registered Architect in MN
- 3 Master of Landscape Architecture Degrees, 1 PhD in Water Resource Science, 1 Master of Architecture Degree
- 3 LEED Accredited Professionals, BD+C
- Members of the US Green Building Council and ASLA
- Several stream training classes and certification
- 3 MN-Certified Professionals in Erosion and Sediment Control
- Certified Water Harvesting Practitioner from the Watershed Management Group



## Project Examples

### Bruce Vento Nature Sanctuary

**Client: City of St. Paul, MN Environmental Initiative, Lower Phalen Creek Committee, & Landmark Environmental Services**

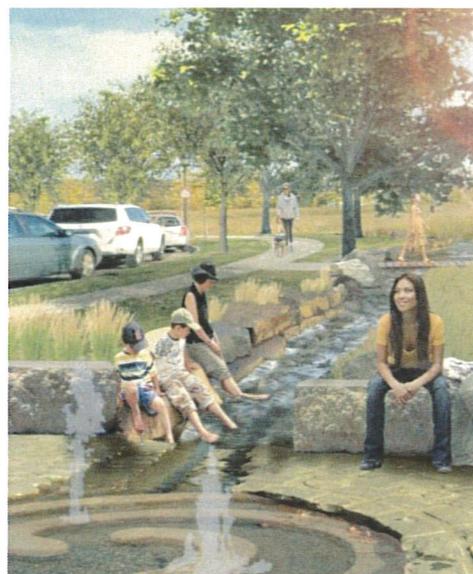
The historic, sacred Carver's Cave and early Mississippi River settlement area (now known as the Bruce Vento Nature Sanctuary) was restored from brownfield conditions to include a 870 ft. groundwater-fed stream, 3 wetlands, black and tamarack seepage swamps, and 4 acres of bedrock bluff prairie. The ecological restoration was integrated with park design concepts and 1.4 trail miles were also constructed for future paving. This project required complex collaboration with park planning, historic preservation, and tribal resource protection efforts. Design services included: various public and project partner presentations, wetland permitting, coordinating with the contaminated area's Response Action Plan, and construction oversight.



### Harriet Island Park Improvements

**Client: City of St. Paul**

EOR worked with the St. Paul Parks & Rec. Dept. to design and construct over \$1.7 million in improvements including a TEA-21 funded regional trail, local park trails, picnic facilities and amenities, innovative stormwater enhancements, and a bioengineered shoreline restoration. This project concluded final improvements at Harriet Island and integrated features that connect the park and public to the Mississippi River. Connections were physical and visual including trails, plazas, and seating areas providing unmatched views of the urban river. A bioengineered shoreline, connected bioswale, and access to a beach provide recreation connections to the river.



### Victoria Park Innovative Water Strategy Concepts

**Client: Capitol Region Watershed District (CRWD)**

EOR and the Capitol Region Watershed District collaborated on a multi-functional park design located on a former brownfield site. Adjacent to a new school, residential neighborhoods, and the Mississippi River, the design focuses on interactive water elements, seasonal recreation, innovative water treatment strategies and migratory bird habitat. A Moist Soil Management strategy is employed to create a series of habitat magnets across the site. Individual eco-cells develop unique ecological conditions with trails throughout the site to explore a set of diverse ecologies and passive-use spaces. Year-round visitor experience is layered into the design through a bio-cleansing wading/skating plaza, interactive mist/ice fountains, open lawn, and distinctive planting scheme.



## Carlson Plaza Renovation

**Client: University of Minnesota**

Plagued with constant repair and maintenance issues, the poorly worn Carlson School of Management has begun to look at incorporating more sustainable and green infrastructural elements in the repair and re-design of the outdoor plaza. After investigating the existing conditions, EOR made civil engineering and landscape architecture recommendations for repairs, and new designs to the outdoor plaza. These designs incorporated sustainable elements to protect the below ground spaces from leaking, addressed the university's stormwater mgmt. goals, and provided a green, safe landscape for students.



## Organic Valley Cashton Campus

**Client: Private**

EOR is working with Organic Valley Cooperative to develop & implement a Sustainable Campus Master Plan reflective of their mission, which promotes sustainable family farms through organic agricultural practices & cooperative product sales. Organic Valley Cooperative's emphasis on the triple bottom line of economics, ecology, and community are reflected in a Campus that integrates industrial buildings, services, and corporate offices into a sustainable, working landscape. The focus of campus sustainability is the office building. Organic Valley Cooperative's mission is articulated in the landscape design by using regional materials to create spaces and systems that encourage community collaboration and healthy lifestyles, and integrate sustainability into the campus fabric. Landscape elements of the project include: a trail systems, alternative energy, outdoor amphitheater, campus lawn, & ecological wastewater treatment.



## Main Street Stormwater Park

**Client: Shell Rock River Watershed District**

The Watershed District and Albert Lea wanted a park that would provide flood relief, improve the water quality and provide a demonstration site of stormwater BMPs. EOR's design was informed by stormwater mgmt. and natural restoration. Key park elements included: a new wetland for treating stormwater, raingardens, porous pavements, and vegetative swales. A wetland restoration and multi-functional plantings provide habitat for migratory birds, pollinators, and reptiles, in addition to providing a beautiful landscape will serve as a major civic amenity.

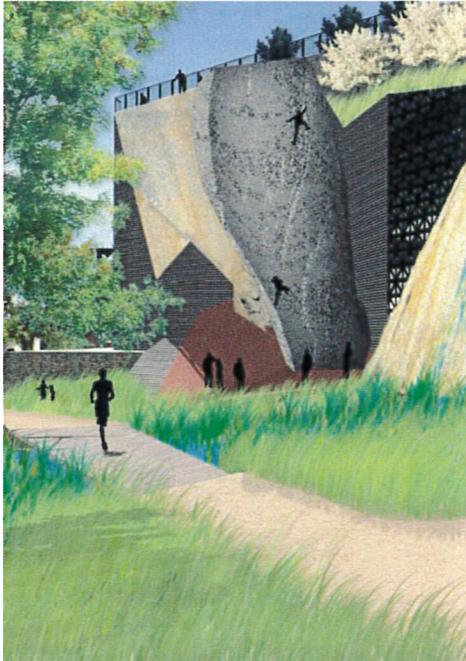


## Aeon South Quarter Apartments

**Client: Meyer, Scherer, & Rockcastle, Ltd.**

EOR is providing Civil and Landscape Architectural services for the South Quarter Phase IV redevelopment project in Minneapolis. The project is the final phase of a multi-year transformation at the corner of Portland & Franklin Ave. and will provide both market rate and affordable housing in a high performance, sustainable site.

The Living Building Challenge (LBC) was an inspiration for all aspects of the project & EOR translated the LBC into a network of high performance site components including: bio-retention cells, intensive green roof, underground infiltration, urban agriculture, water harvesting & reuse, and sustainability education. The social fabric of the site is defined by vibrant outdoor social areas and intimate gardens structured by vegetation. The main focus is the large outdoor corridor which extends the residents' living experience to the outdoors throughout all seasons.



## Irish Bend Design Competition

**Client: national competition**

EOR competed in the Irish Bend Design Competition for a neighborhood located along the Cuyahoga River in Cleveland. A heavily used post-industrial neighborhood, this site posed several challenges that were addressed in the design – these included stabilizing the eroding river bank & restoring the natural habitat while providing recreational opportunities. EOR's design was based on a large recycled steel wall facade used to stabilize the eroding slope, create land above, and provide an iconic symbol for that would also serve as a climbing wall. The created land above would serve as promenade trails and provide overlooks with dramatic views of the river and downtown. Stormwater management features included a series of cascading wetlands that would highlight water conveyance and connect the hillside to the river.

## Mound Downtown Redevelopment

**Client: City of Mound**

This redevelopment was to incorporate stormwater mgmt. practices that would provide as much volume control as possible and to incorporate as many new ideas as needed to improve the quality of runoff reaching Lake Minnetonka via Lost and Langdon Lakes. EOR created a stormwater mgmt. master plan that would address the portion of the city that had previously had been developed without adequate stormwater measures, containing areas of polluted groundwater. This well received plan has become a prototype for many similar retrofit projects identified throughout the Lake Minnetonka watershed.



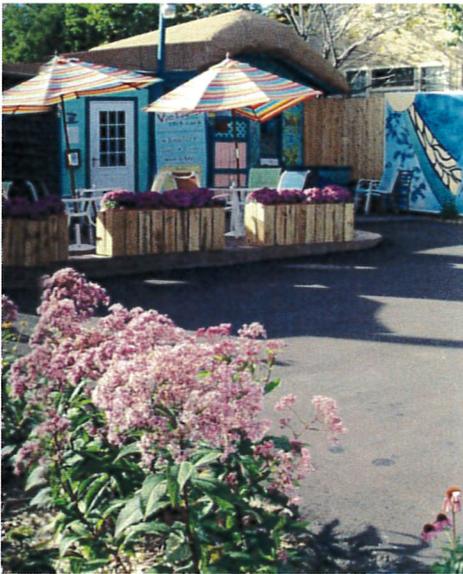


## Landscape + Green Roof: Covington at Norman Pointe

**Client: Urban Works Architecture, LLC.**

EOR and Urban Works Architecture collaborated on a vibrant landscape design for an upscale apartment development. The dynamic planting plan and courtyard green roof reflects the upscale program of the building.

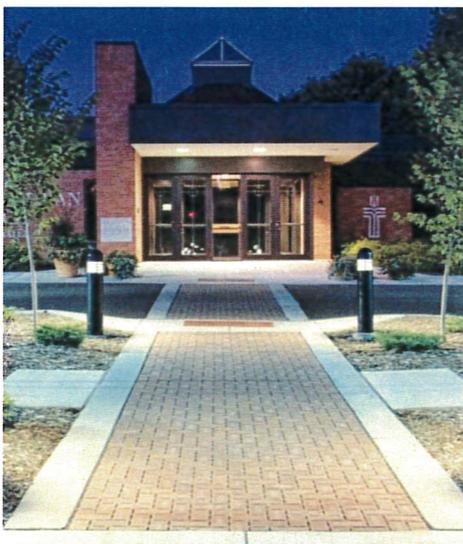
The design addresses stringent landscape and tree preservation ordinances required for environmental protection of the impaired Nine Mile Creek, while also enriching the streetscape of the neighborhood. An innovative system was designed to distribute runoff throughout the green roof - eliminating use of potable water for irrigation. The amenity-based design includes features integrated within the green roof courtyard: a swimming pool, a putting green, a bocce ball court, lawn, and patio space.



## Kingsfield Stormwater Improvements

**Client: Kingsfield Neighborhood Assoc.**

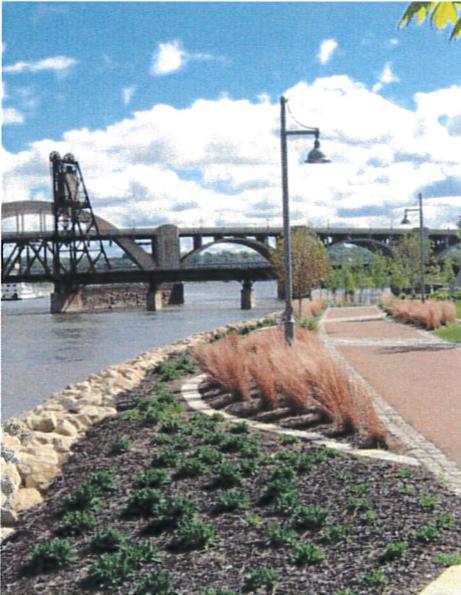
In 2005, Minneapolis began charging for stormwater utility services based on the amount of impervious surface on each property. The Kingfield Neighborhood Association wanted to install stormwater mgmt. techniques that would serve as examples of sustainable design and provide utility credits to lower owner's bills. EOR provided concept designs for a couple of sites. Two projects were constructed including an entirely impervious restaurant site & a residence that was contributing excessive runoff. The design of the restaurant site centered around the creation of a porous paver patio & a raingarden to capture and infiltrate nearly all the runoff of the building, patio, and parking lot.



## 1st Presbyterian Church of Stillwater

**Client: Private**

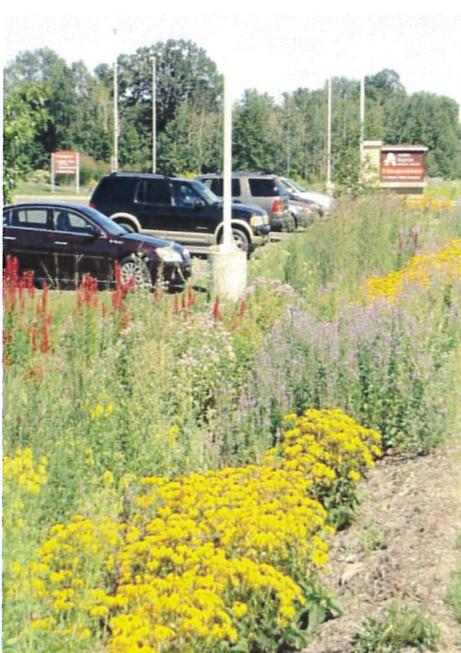
Originally designed as a vast expanse of asphalt with no landscaping, shade, visual interest, or safety considerations, EOR's design addresses on all these while reflecting the congregation's environmental and community values. Stormwater is treated in a series of Bioretention Cells in the parking lot and a large, shade tree lined porous paver promenade forms a visual focal point that extends to the main entry. Excess runoff is routed to several raingardens on site that were previously constructed. Important to the congregation was the use of the design as an environmental education tool and demonstration site that would highlight the importance of sustainable design for its members.



## Raspberry Island Stabilization

**Client: City of St. Paul, Division of Parks & Recreation**

As the last remaining true Mississippi River island in St. Paul, Raspberry Island's badly deteriorating and vanishing concrete grouted riprap revetment had to be addressed. EOR worked with the City of St. Paul in developing a stabilization solution and a site plan that would integrate park paths and improve water access to the River. Several shoreline stabilization/ protection options were explored that included limestone and vegetated riprap, sheet piling, cable tied concrete, vegetated concrete and various combinations of these systems. The final decision to use limestone riprap has become one of the defining characteristics of the island and perfectly relates into the surrounding bridge materiality, the planted natives along the shore, and integrates visually with the many trails that circumnavigate the island.



## Amery Regional Medical Center

**Client: Amery Regional Medical Center**

EOR created a landscape for the Medical Center that promotes human health and wellness through an ecologically-enhancing environment. The plan has created a synergy between the hospital, the adjacent Apple River, and the greater Amery community. The project serves as a regional precedent for its many sustainable features that include:

- environmental education signage
- porous fire access lane
- green roof (½ acre)
- raptor nesting platform
- prairie restoration
- community trail system
- restful overlook of the Apple River
- filtration & infiltration bioretention

## Mill Park Remediation & Master Park Plan

**Client: City of Little Falls**

EOR worked with the City, the Citizens of Little Falls, and others (The State Historic Preservation Office, MnDNR, EPA, Morrison Cnty. Historical Society & Morrison County SWCD, USACE) to transform a historic, polluted paper mill on the banks of the Mississippi River into a city park. EOR's plans for the site fostered the transformation of the contaminated landmark into a public amenity. Mill Park has reclaimed the site's ecologic function and preserved an invaluable piece of history. The community is once again turning its focus toward the landmark and the Mississippi River, the force behind the mill and the community.



# PERSONNEL

Staff (alphabetical by last name)	Advanced Degree	MN Registration and / or Certification	Yrs. Exp.	Service Areas								
				Assist in Updates /Evaluation of Water Mgmt. Plan & Rules	BMP Evaluation & WQ Load Analysis	General Planning, Feasibility Studies, & Implementation	Review of Development Plans	Design Projects	Field Services	Plan Review AUAR, EAW, EIS Assistance	Staffing Assistance	Other Projects
Carl Almer	PhD.		19		X		X					X
Jim Almendinger	PhD		27		X							X
<b>Kevin Biehn</b>	Master's	PLA, CPESC	19			X	X	X				X
Sonya Carel	Master's	RA, CID	18									X
Pat Conrad			24									X
Camilla Correll	Master's	PE	18	X				X				X
Kyle Crawford		EIT	3			X	X	X	X		X	X
<b>Brett Emmons*</b>	Master's	PE	28	X	X	X	■	X		X		X
Ryan Fleming		PE	14			X	X	X			X	X
Greg Graske		PE	16			X						X
Britta Hansen	Master's		5		X	X	X	X	X			X
<b>Jay R. Hill</b>		PE, PLS	24			X	X	■			X	X
Meghan Jacobson	PhD.		10		X	X		X		X		X
Etoile Jensen		GISP	30		X	X		X				X
Luke Johnson			4	X			X		X	X	X	X
Paula Kalinosky	Master's	EIT	11				X		X			X
<b>Derek Lash</b>		PE, CPESC	18		■	X	X	X	■			
Chris Lenhart	PhD.		18									X
Mike Majeski			14		X	X		X	X			X
Olivia McGuire		P.Eng. (Canada)	4			X	X	X				X
Jay Michels		CPESC	36									X
Jason Naber		WDC	26							■		X
Cecilio Olivier	Master's	PE	29	X								X
Mike Talbot		EIT	8		X		X					X
Jason Ulrich	PhD. Candidate		14		X							X

**KEY:** ■ = service area lead \* = designated points-of-contact X = key personnel

## EOR HOURLY FEE SCHEDULE 2015

<u>Classification</u>	<u>Hourly Rate</u>
Professional 1 .....	\$90.00
Professional 2 .....	\$112.00
Professional 3 .....	\$137.00
Professional 4 .....	\$152.00
Technician 1 .....	\$65.00
Technician 2 .....	\$78.00
Technician 3 .....	\$93.00
Principal Partner .....	\$183.00
Support Staff .....	\$59.00

**Professionals:**

Includes licensed and non-licensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor’s or advanced degrees.

**Technicians:**

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

**Principal Partners:**

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

**Support Staff:**

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

**Additional Notes:**

- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, telephone calls, stakes, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*

Note: Rates reviewed and adjusted on an annual basis

# Statement of Qualifications



Responsive partner.  
Exceptional outcomes.



## Water Resource Professional Services

Prepared for: City of Inver Grove Heights

**Toll Free: 800-472-2232**

**Email: [wenckmp@wenck.com](mailto:wenckmp@wenck.com)**

**Web: [wenck.com](http://wenck.com)**

### MINNESOTA

Maple Plain  
763-479-4200

Bloomington  
952-831-5408  
Windom  
507-831-2703

New Hope  
800-368-8831  
Woodbury  
651-294-4580

### COLORADO

Denver  
602-370-7420

### GEORGIA

Roswell  
678-987-5840

### NORTH DAKOTA

Fargo  
701-297-9600  
Mandan  
701-751-3370  
Williston  
800-472-2232

### SOUTH DAKOTA

Pierre  
605-222-1826

### WYOMING

Cheyenne  
307-634-7848  
Sheridan  
307-675-1148

**Section I: General Information**

Letter of Interest ..... 1

Related Work, Projects, and Clients ..... 2

Key Personnel and Qualifications ..... 3

Fee Schedule ..... 5

**Section II: Service Area Qualifications**

Water Resource Permitting ..... 6

Hydrologic, Hydraulic, and Water Quality Modeling  
and Analysis ..... 9

Watershed, Subwatershed, and Water Resource Management  
and Planning ..... 12

June 30, 2015

**Mr. Tom Kaldunski**

City Engineer  
City of Inver Grove Heights  
8150 Barbara Ave  
Inver Grove Heights, Minnesota 55077

Re: Request for Qualifications – Northwest Area Stormwater Management Assistance

Wenck Associates, Inc. (Wenck) is pleased to submit our qualifications to assist the City of Inver Grove Heights with professional services for water resource engineering/professional/technical services related to ongoing development in the Northwest Area. Wenck brings the following benefits to the City:

- ▲ **Highly Collaborative and Practical Review Process:** Our project team strives to work collaboratively with the City and applicant to satisfy design standards and achieve timely project approval. Our team has reviewed thousands of proposed developments; effectively communicating with our clients and permit applicants is an essential component of our approach.

For example, we have conducted an initial review of the Blackstone concept plans and notice that there are several infiltration basins proposed adjacent to wetlands. Vertically separating the infiltration basin from the wetland will be critical to ensure draw-down of the infiltration basin and reduce future maintenance. We will work with the applicant to relocate the infiltration basins, raise the bottom of the basins, or add draintile (convert to filtration basins).

- ▲ **Water Quality Emphasis:** Wenck staff is on the cutting edge of stormwater quality treatment in developing and urban areas. We provide engineering services to the two most urbanized watershed districts in Minnesota (Minnehaha Creek Watershed District and CRWD), suburban cities including Eden Prairie and Eagan, developing areas (Carver County, Anoka County), and nationwide, including the City of Davenport, IA, and the City of Mobile, AL. We understand the challenges and solutions to stormwater management in developing and urban areas.

- ▲ **Innovative Approach to Stormwater Management:** Wenck recognizes that sustainable practices and designs are imperative in today's business climate. Therefore, our staff has a renewed focus on maximizing your investment. Our initiatives include BMP research and ecosystem management (not just stormwater).

We welcome your calls to Todd Shoemaker at (651) 294-4585 or Ed Matthiesen (763) 479-4208 for further information or clarification if questions arise. Thank you again for the opportunity to submit our qualifications.

Sincerely,

**WENCK ASSOCIATES, INC.**



Todd Shoemaker, P.E., CFM  
Principal



Ed Matthiesen, P.E.  
Principal



### WENCK BUSINESS PHILOSOPHY

When Norm Wenck founded Wenck Associates three decades ago, he summed up our guiding principle in a single word: *"responsive."* Since that time, we have made our client's needs our first priority. As each of our clients will attest, Wenck is uniquely customer-focused, collaborative and innovative.



At Wenck, we partner with our clients because *your success is our success.* We understand that to build our business, we must first help you build yours. And as an employee-owned company, each member of our team has a stake in every project.

### MANY SERVICES...ONE ORGANIZATION

Wenck Associates is a leading engineering and consulting firm, dedicated to providing innovative solutions through our strategic engineering, environmental, and consulting services. In addition, Wenck's four operating companies (*Wenck Associates, Wenck Construction, Wenck Real Estate, Wenck Response*) provide our clients a united team of engineers, scientists, and business and construction professionals prepared to deliver the outcome you need. We are known and trusted for our technical excellence, but our experienced team can help manage every aspect of your most complex projects — working jointly with all stakeholders to obtain an exceptional result.

We do that by going beyond project requirements and focus on enabling our clients to achieve their ultimate goals. For us, successful outcomes are not products or deliverables, they are end results that not only meet a client's needs but exceed their expectations.

### COMPREHENSIVE SERVICES

Wenck provides comprehensive engineering and environmental services to our clients. Wenck clients receive more than technical engineering. We negotiate with regulators, lead public meetings, and provide insight on the complex political ramifications of your projects. With the *"big picture"* in mind, we take the initiative to ensure a successful outcome to your project. Our services include:

#### Markets

- ▲ Energy
- ▲ Food and Agriculture Processing
- ▲ Paper and Pulp Processing
- ▲ Government
- ▲ Manufacturing
- ▲ Metal Processing
- ▲ Mining
- ▲ Municipal
- ▲ Oil and Gas
- ▲ Real Estate
- ▲ Solid Waste
- ▲ Sustainability
- ▲ Transportation
- ▲ Watershed Management

#### Services

- ▲ Air Quality & Environmental Compliance & Permitting
- ▲ Civil Engineering and Site Design
- ▲ Emergency Response Services (1-800-368-8831)
- ▲ Environmental Site Assessments
- ▲ Environmental Review and Assessment
- ▲ Geotechnical and Hydrogeologic Services
- ▲ Facility and Process Engineering
- ▲ Industrial Hygiene and Safety
- ▲ Investigation/Remediation & Environmental Construction
- ▲ Natural Resources
- ▲ Sustainability Services
- ▲ Traffic Engineering and Transportation Planning
- ▲ Waste Management
- ▲ Water, Wetlands & Wastewater

### ORGANIZATION

Not bound by departments, Wenck operates as a flexible team - responsive to your needs and with the advantage of easily offering the most qualified staff for the project at hand. We also have state-of-the-art support for computer-aided drafting, GIS, project management, modeling, word processing, and accounting. At Wenck, we assign one point of contact to manage your project with a core team that remains on the project for the duration. This stability ensures that you will continuously receive a high level of service.

## Section I: General Firm Information and Qualifications

### Key Personnel and Qualifications

---

Our team is eager to work with the City of Inver Grove Heights. Project Manager Todd Shoemaker will serve as the primary point of contact for the City, but all staff are available to answer your questions or discuss a project at any time.

#### **Todd Shoemaker, P.E., C.F.M.** | *Project Manager, Principal Water Resources Engineer*

---



Key Clients: Capitol Region Watershed District; Minnehaha Creek Watershed District; Coon Creek Watershed District; City of Chanhassen; City of Eden Prairie; City of Woodbury

Career Focus: Mr. Shoemaker has 13 years of experience in water resources and environmental engineering. His water resources experience includes watershed and stormwater management; hydrologic, hydraulic and water quality computer modeling; floodplain management and regulation; streambank stabilization; and development reviews. He has reviewed over 2,500 proposed developments during his career.

#### **Edward Matthiesen, P.E.** | *Senior Advisor, Principal Water Resources Engineer*

---



Key Clients: Coon Creek Watershed District; Shingle Creek WMO; West Mississippi WMO; City of Davenport; City of Mobile, AL.

Career Focus: District Engineer for three Twin Cities area watershed districts and four Joint Powers Associations; channel stabilization and restoration; municipal comprehensive stormwater plans; outlet structure and storm sewer design; aquifer analysis; water quality protection plans; design and construction of lift stations; biological sampling techniques; virus isolation in surface runoff; and chemical modeling of leachate.

#### **Mike Graham, PWS, WDC** | *Wetland Scientist*

---



Key Clients: TKDA, Natural Resource Group LLC, Waste Management, Merjent.

Career Focus: Mike Graham has over 24 years of experience as an Environmental Regulatory Specialist with the U.S. Army Corps of Engineers (USACE) and as a private consultant. He has extensive experience managing controversial and technically challenging projects that require in-depth analysis of federal, state, and local regulations

#### **Jordan Shuck** | *GIS*

---



Key Clients: Capitol Region Watershed District; Minnehaha Creek Watershed District; Pelican River Watershed District; City of Eden Prairie; Coon Creek Watershed District; Shingle Creek WMO.

Career Focus: GIS support for water resources and environmental engineering projects; ArcGIS/ArcInfo 10 Spatial Analyst; ArcGIS 10 3D Analyst; creating, editing and managing geodatabases; and geoprocessing with ArcGIS desktop and cartographic design classes. Creation and management of ArcGIS online and mobile mapping services.

#### **Diane Spector, M.S.** | *Water Resources Scientist, Education Specialist*

---

**Section I: General Firm Information and Qualifications**  
Key Personnel and Qualifications

---



Key Clients: Shingle Creek WMO; West Mississippi WMO; City of Davenport; City of Rochester; Minnehaha Creek Watershed District; Prior Lake-Spring Lake Watershed District.

Career Focus: water resources management; project planning and management; environmental policy; municipal public works operations; planning and analysis; public participation planning; stream assessments; project management; and educational program development.

---

**Ian Peterson, E.I.T.** | *Water Resources Engineer*

Key Clients: Capitol Region WD, Minnehaha Creek WD, City of Eden Prairie, City of Fort Dodge, IA

Career Focus: Mr. Peterson focuses on water resource engineering and stormwater management. He has two years of experience in water resources design and low impact development. His experience includes pollutant and watershed modeling, erosion and sediment control inspection, and watershed remediation. His technical expertise includes stormwater best management practices such as rain gardens, vegetated swales, sedimentation basins, and pollutant removal efficiency.

---

**Mary Pate-Holt, E.I.T.** | *Water Resources Engineer*

Key Clients: Capitol Region WD, Washington County Public Works, City of Eden Prairie

Career Focus: Mrs. Pate-Holt has experience on diverse projects including developing a modified starch polymer to coat Zero-Valent Iron Nanoparticles used to improve groundwater remediation techniques, performing site visits to industrial systems to monitor water quality & run flow analysis studies, and led a project to ensure the integrity of a critical component of the nuclear emergency shutdown system at Prairie Island Nuclear Power Plant.



Responsive partner.  
Exceptional outcomes.

**Wenck Associates, Inc.**  
1800 Pioneer Creek Center  
P.O. Box 249  
Maple Plain, MN 55359-0249  
  
(800) 472-2232  
(763) 479-4200  
Fax (763) 479-4242  
wenckmp@wenck.com  
www.wenck.com

**Wenck Associates, Inc.  
Fee Schedule  
January 2015**

<u>Classification</u>	<u>Hourly Rate</u>
Administrative Support / Technician	\$63.00
	\$70.00
	\$78.00
Professional I	\$86.00
	\$95.00
	\$103.00
Professional II	\$112.00
	\$121.00
	\$130.00
	\$138.00
Professional III	\$146.00
	\$155.00
	\$163.00
	\$171.00
Professional IV	\$188.00
Professional V	\$188.00
Officer	\$188.00

- *Classifications listed above refer to the firm's internal system for billing purposes. The term "Professional" refers to engineers, scientists and business professionals.*
- *Subcontracted services will be billed at cost plus 15 percent.*
- *Mileage will be billed at the IRS approved rate.*
- *Invoices are due upon presentation. Invoice balances not paid within thirty (30) days of invoice date are subject to 1-1/2% (18% annual) interest or finance charge.*
- *Specialized software used on a given project will be billed at a rate of \$15.00/hour.*
- *Rates to be adjusted annually.*



Responsive partner. Exceptional outcomes.

Wenck Associates, Inc. (Wenck) has developed a strong reputation with Minnesota watershed organizations for our ability to effectively develop, implement, and oversee water resource permitting programs. Wenck understands the importance of effective permit programs, which is why we emphasize timely response to applicants, develop innovative solutions, and effectively communicate with both City staff and applicants to meet stated goals.

**Key Wenck Staff to serve the City**

- ▲ Todd Shoemaker
- ▲ Ed Matthiesen
- ▲ Ian Peterson
- ▲ Mary Pate-Holt
- ▲ Mike Graham

Collectively, the Wenck project team reviews approximately 500 development reviews annually for our watershed district clients. Our staff performs the primary technical review of rate control and water quality treatment detention facilities, infiltration Best Management Practice implementation, hydrologic structure design, and erosion and sediment control measures required in developing areas.

**Capitol Region Watershed District (CRWD) Permit Engineer**

*Key staff:* Todd Shoemaker, Ed Matthiesen, Ian Peterson, Mary Pate-Holt

Since 2006, Wenck has assisted CRWD with their permit program. Wenck understands CRWD wants to work collaboratively with permit applicants so as to not slow down their project schedule. Therefore, we strive to review applications promptly and regularly assist applicants to interpret standards and design projects to gain permit approval.

Each year, Wenck assists CRWD staff in preparing and presenting information to the technical advisory committee. We also provided significant guidance to the Central Corridor design team to guide, refine, and formalize the design and permit application. Simply put, Wenck staff knows the CRWD rules and how to assist applicants through the permit process.

**CRWD Construction Inspections**

*Key staff:* Mary Pate-Holt, Todd Shoemaker, Ian Peterson

Wenck has supported CRWD construction inspections over the last five years. Wenck is familiar with CRWD and NPDES rules, so there is a seamless transition from CRWD to Wenck staff in the field.

Five Wenck staff are certified erosion control experts, so we have sufficient staff to backfill CRWD staff during very busy construction periods or following heavy rainfall. All certified staff are not listed in the project team, but are available if ever needed.



**Wetland Conservation Act Administration and Local Government Unit (LGU) Representative**

*Key staff:* Mike Graham

Wenck has assisted a number of Cities and Watershed Districts with the administration and enforcement of the Wetland Conservation Act (WCA). Wenck works with the MN Board of Water and Soil Resources (BWSR) to administer WCA rules and distribute the necessary

Notices for projects in and adjacent to wetlands in each unit of government. Wenck reviews wetland delineations to ensure that they are conducted accurately according to the 1987 Army Corps of Engineers Manual and Regional Supplements. Wenck participates in pre-application discussions to assist applicants with the interpretation of WCA and other wetland regulations. Wenck also coordinates Technical Evaluation Panel (TEP) meetings to facilitate the review and approval of applications.

Wenck administers WCA in the City of Delano, City of Dayton, and Shingle Creek-West Mississippi Watershed Management Organizations and also provides technical assistance with WCA applications to a number of additional cities, watershed districts and Washington County. Our staff knows Wetland Conservation Act rules, so we can assist the City on Technical Evaluation Panels or if projects trigger WCA and Corps of Engineers permits.

### **Coon Creek Watershed District**

*Key staff:* Ed Matthiesen, Todd Shoemaker

For 20 years, Wenck staff has been reviewing permits for the Coon Creek Watershed District. We review approximately 200 permits per year and provide assistance and direction in meeting the District's rules on rate, water quality, easements, erosion control, and floodplain management.



We typically assist applicants in hydrologic review by providing the District's HydroCAD and XP-SWMM models. Meetings with applicants occur frequently and are encouraged by the District so the rules and goals are well communicated. Wenck has set up an accounting system to record professional time spent on a project. This time is then charged to the applicant to cover the costs of the permit program.

### **Shingle and West Mississippi Watershed Management Commissions**

*Key staff:* Ed Matthiesen, Diane Spector, Todd Shoemaker

The Commissions have project review programs that annually review approximately 60 projects for compliance with the rules and standards. Wenck staff reviews the projects for meeting rate, water quality, floodplain, erosion, and infiltration and buffer requirements. Wenck staff frequently meets with applicants before submittals so that the rules are well understood. We annually review the cost of the project review program and adjust fees so the program is self-supporting.

### **Minnehaha Creek Watershed District (MCWD)**

*Key staff:* Todd Shoemaker

As the District Engineer for Minnehaha Creek Watershed District since 1992, Wenck is intimately familiar with the District's regulatory program and creating an adaptive management approach to implementation. During our time with the District, Wenck staff has assisted in every revision of the District rules, which have continually adapted to the needs of the watershed. The rules have adapted to include volume management, urban redevelopment, buffer implementation and baseflow enhancement.

Our staff works side-by-side with staff for reviews of permit applicants, assisted with permit negotiations, and served as interim regulatory manager. Wenck has assisted the District on over 5,000 permits. By working collaboratively with District staff and permit applicants we have been able to develop innovative solutions to achieve the District's goals.

**Pelican River Watershed District (PRWD)**

*Key staff:* Todd Shoemaker, Ed Matthiesen

Wenck has served as the permit review engineer for PRWD since 2003. We perform the primary technical review of rate control and water quality treatment detention facilities, hydrologic structure design, and erosion and sediment control measures required in developing areas. At the request of District staff, Wenck conducted a BMP seminar for local engineering firms. The purpose of the seminar was to educate local firms of emerging technologies and design methods to satisfy common stormwater management regulations.

Professionals at Wenck are experienced with computer model based designs. We recently enhanced the BATHUB model into a spreadsheet format that allows water quality response information to be readily analyzed. We also use smaller and less complex models for day-to-day evaluation of new land development. Our modeling capabilities and experience provide the following benefits:

- ▲ Experience with complex water resources problems
- ▲ Documented performance of Wenck projects
- ▲ High quality and defensible water resources management solutions

**Key Wenck Staff to Serve the City**

- ▲ Todd Shoemaker
- ▲ Ed Matthiesen
- ▲ Ian Peterson
- ▲ Mary Pate-Holt

**Modeling Capabilities**

*Key staff:* Todd Shoemaker, Ian Peterson, Mary Pate-Holt

Wenck staff is experienced using numerous water quality and quantity models on various scales ranging from small subcatchments to 400 square mile watersheds. Modeling software includes: XP-SWMM, EPA-SWMM, HydroCAD, HEC-1, HEC-2, HEC-RAS, geoHEC-RAS, SWAT, P8, WinSLAMM, Pload, PondNet, BATHUB, and QUAL2E.

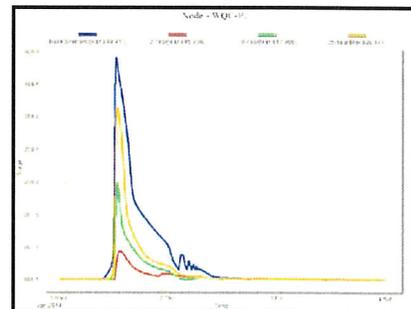


**Coon Creek Watershed District XP-SWMM Model Update**

*Key staff:* Todd Shoemaker, Ed Matthiesen

Wenck has been the District Engineer for the 107 square mile watershed since 1988. During this period, we completed the original water management plan and assisted with the subsequent management plans. In the course of this work, we completed a TR-20 model of the entire watershed for the original plan and prepared a HydroCAD model of the watershed for the second generation plan. In 2006, Wenck converted the HydroCAD model to an XP-SWMM model, which has been able to more accurately predict reverse flow situations throughout the relatively flat watershed.

In 2013 and 2014, Wenck Associates worked with the District to update the 2006 XP-SWMM model. This comprehensive update incorporated recent survey data collected by the District, DNR Statewide LiDAR, data provided by the cities within the district, and Atlas 14 rainfall information. Another significant update to the District model from a management perspective is that the model inputs and outputs are linked to a geodatabase that can be accessed and visualized within ArcGIS.



The objective for the model update and the creation of the geodatabase was to create a practical management tool that the district could use to better manage floodplain risks.

Wenck developed GIS tools to facilitate the organization of the available data and to create a link between the model and a geodatabase. The geodatabase contains not only model specific information but a suite of information about the features within the model such as channel condition, culvert condition, and survey metadata information.

### **Kaufmann-Valeria Flooding Study, City of Dubuque, Iowa**

*Key staff:* Todd Shoemaker

The residents of the 400 block of Kaufmann Avenue and Valeria Street in Dubuque, Iowa have experienced repeated flooding over the last two decades. Residents report that flooding mainly occurs as a result of 3-inch or greater rainfall events. This area is land-locked, so the ponded water must evaporate or be pumped out by residents.

The 500-acre drainage area was evaluated using an XP-SWMM 1D-2D computer model. A one-dimensional model was created for the Kaufmann Avenue storm sewer. A two-dimensional model was then added "on-top" of the 1D model to simulate surcharge of the Kaufmann storm sewer and overland sheet flow to the low area. Storm sewer information for the model was obtained from the City's GIS and Kaufmann Avenue plan and profile maps.

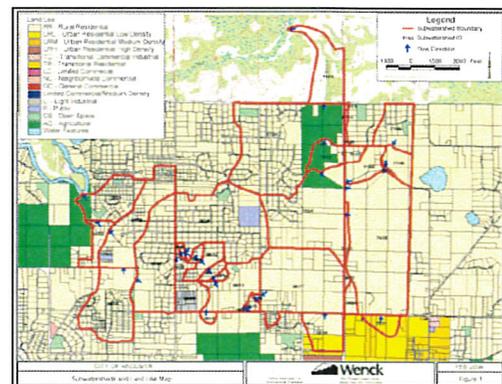
Three different rainfall events were simulated using XP-SWMM: a Type II, 24-hour, 3-inch rainfall; a 4-inch rainfall over 24 hours on September 13, 2003; and a 5-inch rainfall over 48 hours on July 22, 2010. Model results indicate runoff enters the area of concern from Valeria Street throughout the simulation. At peak storm intensity, however, Kaufmann Avenue experiences significant flooding (one-half to two feet). Water overtops the curb, and flows into the low area. The model generally confirms residents' observations.

For the three storm events, three sizes of reinforced concrete pipe (RCP) were evaluated to reduce flooding in the low spot: 12", 18" and 24". A 24" pipe was recommended because it offers greater flood protection than a 12" pipe with a marginal 5% increase in cost.

### **City of Andover, MN**

*Key staff:* Todd Shoemaker, Ed Matthiesen

Wenck created an XP-SWMM computer model to revise FEMA floodplain boundaries within a large portion of the Lower Rum River watershed in 2005. With the advent of LIDAR and Atlas 14, the City of Andover retained Wenck to update the 2005 model and resubmit a Letter of Map Revision to FEMA. The watershed area is approximately 15 square miles. The 2014 study resulted in base flood elevations approximately 6 inches higher throughout the watershed and improved mapping by linking XP-SWMM with GIS.



### **Prior Lake-Spring Lake Watershed District - Outlet Structure**

*Key staff:* Ed Matthiesen

As part of the on-going volume management strategy for Prior Lake, Wenck designed a new outlet structure for the Prior Lake-Spring Lake Watershed District. The previous outlet was constructed in 1983 to address high lake levels on Prior Lake, which does not have a natural outlet. The old system worked well in the past, but had developed cracks and was no longer an efficient way to manage the lake levels because of maintenance and increased development in the area.

The new outlet is a concrete structure with a labyrinth weir to increase drawdown with small changes in water elevation. The half-mile, 36-inch pipe must be able to discharge a significant amount of water, so the design maximizes the full pipe capacity with a half-foot of head on the weir. The structure, which is at shore level in order to accommodate recreational use, is imprinted with a boulder pattern so that it is integrated with the surrounding landscape. The project is part of a multi-year outlet channel improvement project intended to restore and improve the outlet channel by relying on a combination of "traditional" engineering techniques and bioengineering or "natural" techniques.

### **Vermillion River Volume Study – Dakota County, Minnesota**

*Key staff:* Ed Matthiesen

Wenck Staff updated the COE HEC-1 model with HEC-HMS for the Vermillion River Watershed by using data from the Vermillion River Watershed Management Commission from 1997 through 2000. After calibration of the HEC-HMS model was completed for existing land use conditions, a 2-year design storm for several durations was run to determine the flow rates along the Vermillion River. The calibrated HEC-HMS model was then run using projected 2040 land use conditions to determine the changes in runoff volumes entering the river and was mapped using GIS to determine where the greatest changes would occur. Volume management best management practices (BMP) were assessed to control increased runoff volume. BMPs included high infiltration areas with proposed development to identify strategic areas for infiltration.

The volume study proved to be a key element in proving the need for runoff control and infiltration designs for new developments. Wenck staff also used information developed by the City of Lakeville in their South Creek Study to create a temperature water balance to determine if infiltration can be an effective method of maintaining stream temperatures for trout fishery habitat.

### **Water Quality Modeling**

*Key staff:* Todd Shoemaker, Ian Peterson, Mary Pate-Holt

Wenck staff regularly uses the water quality computer models P8 and WinSLAMM. In 2007, for example, Wenck created a watershed-wide P8 model for the Coon Creek Watershed District to evaluate water quality from 1980 and forecast out to 2020. Currently, we are developing a WinSLAMM model for a large industrial site in Bayport, MN. We are evaluating existing conditions and determining where new stormwater management practices would be most efficient and cost-effective.

## Section II: Service Area Qualifications

### Watershed, Subwatershed, and Water Resource Management and Planning

Our experienced team of water resources planners, scientists, and engineers is a leader in watershed management and planning. We have completed over 25 watershed management plans for a variety of urban, suburban, and agricultural watershed organizations, as well as cities and counties. Wenck has also designed and constructed a number of capital improvement projects for our clients including stream channel restorations, treatment wetlands, and storm water ponds.

#### Key Wenck Staff to Serve the City

- ▲ Todd Shoemaker
- ▲ Ed Matthiesen
- ▲ Diane Spector
- ▲ Ian Peterson
- ▲ Mary Pate-Holt

Wenck has completed numerous projects and special studies that are relevant to the City. All projects presented below contain some combination of water resource planning; hydrologic, hydraulic or water quality modeling; and flood reduction or prevention.

#### Minnehaha Creek Watershed District EGrade Program

*Key staff:* Diane Spector

The Minnehaha Creek Watershed District (MCWD) has partnered with Wenck Associates on a groundbreaking new approach to watershed management. The purpose of the Minnehaha Creek EGrade Program is to develop and implement a watershed-wide ecosystem evaluation/grading tool to assess watershed condition, inform monitoring and other data collection, identify target areas that need improvement or that may be impacted by potential stressors, and ensure that the District's management strategies effectively protect and improve water resources. EGrade will be designed to more effectively communicate the watershed's condition to the public and stakeholders. The Program will assess and report watershed health through the use of environmental indicators or metrics that will serve as the basis for project and program targeting and as the measures of environmental change.

The goals of the program are to:

1. Provide a tool to deliver a wide variety of highly technical information in an understandable form for local citizens, municipalities, and other agencies.
2. Provide a tool for targeting programs to address watershed deficiencies and measuring environmental change.

The EGrade tool builds off the District's existing Integrated Resource Management approach and expands it by defining the health of the watershed and its features in the context of key ecosystem services. To accomplish this, those key ecosystem services provided in the watershed will be determined and the features or components of the watershed that are critical in providing these ecosystem services will be identified. Once the key ecosystem services and critical watershed components are defined, the current health or condition of the watershed will be determined through the use of indicators or metrics. Following that, potential stressors that could negatively impact those services or value will be identified. Management and implementation activities will then be developed to address those stressors with protection or improvement actions.

The District will systematically assess resources on a subwatershed by subwatershed basis. The first three subwatersheds assessments will be completed in parallel with the development of the District's next Watershed Management Plan in 2017, and will serve as the backbone of those subwatershed plans. The balance of the subwatersheds will be

completed over the 10 years that plan is in implementation, so the entire 173 square mile watershed will have been assessed and the results available for the 2027 Plan.

### **City of Eden Prairie Subwatershed Assessments**

*Key staff:* Todd Shoemaker, Ian Peterson

Wenck worked with the City of Eden Prairie to prepare two subwatershed assessments: one for the downtown area and one for the Eden Prairie Center Mall. The focus of the plans was to use Shared Stacked-Function Green Infrastructure (SSGI) to meet MPCA Minimum Impact Design Standards (MIDS) in areas prime for redevelopment and/or highly impervious. The ultimate goal of these plans was to streamline the design of stormwater management and to promote redevelopment.



Working with GIS, HydroCAD, and P8, Wenck developed hydrologic and water quality models to compare runoff volumes and pollutant loads for existing conditions and a fully developed scenario. The fully developed scenario incorporates stormwater management that meets local regulations.

The subwatershed assessments provide a pallet of options that developers can incorporate into their design to meet regulations. These options include surface infiltration/filtration basins, curb cut rain gardens, tree trenches, underground infiltration, Minnesota Filters, infiltration trenches, and stormwater planters all serving to improve water quality and increase green space. Wenck showcased the versatility of these stormwater control measures by specially fitting the practice to areas where they might be most useful.

The assessments also incorporate capital cost and maintenance requirements associated with each design. Wenck proposed several capital improvement projects for the City that are both cost effective and provide much needed water quality improvement to the downstream Staring and Eden Lakes. The selected practices take into account the cost of construction, location feasibility, and the water quality improvement capacity. Wenck will continue to work with the City to implement the proposed projects.

### **Pleasure, Springbrook, and Stonybrook Creek Subwatershed Assessment**

*Key staff:* Todd Shoemaker, Ian Peterson, Ed Matthiesen

The Coon Creek Watershed District (CCWD) identified TSS and TP as potential biotic stressors after Pleasure Creek and Springbrook Creek were added to Minnesota’s List of

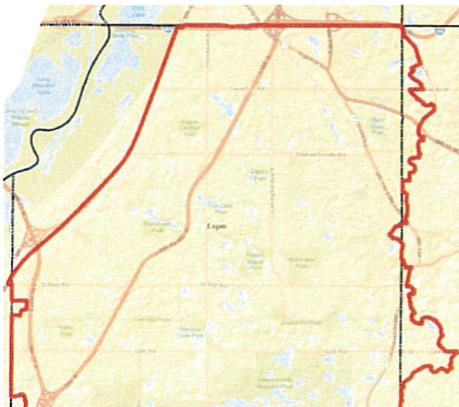
Impaired Waters for aquatic life impairment. In 2014, CCWD tasked Wenck with preparing and verifying a water quality model based on information collected by the Anoka Conservation District (ACD) in order to identify the sources of these stressors.

The watershed of the three creeks includes parts of Blaine, Coon Rapids, Fridley, and Spring Lake Park. Each creek discharges directly into the Mississippi River. Stormwater ponds make up the vast majority of the existing stormwater management, though; in many areas runoff goes untreated.

Wenck created P8 models to better understand and source pollutant loading for each creek's watershed. The evaluation identified key areas where nutrient and sediment loading was highest. Wenck made recommendations for further study and improved stormwater management in the most feasible areas. Now Wenck is now working with the CCWD to design and implement methods that improve water quality in the area.

### **Eagan-Inver Grove Heights WMO Watershed Management Plan**

*Key staff:* Diane Spector, Todd Shoemaker



**The Eagan-Inver Grover Heights WMO comprises most of Eagan above the Minnesota River bluffs. About 3% of the watershed area is located in the city of Inver Grover Heights to the east.**

The Eagan-Inver Grove Heights (E-IGH) WMO is a new organization formed by reconfiguring the previous Gun Club Lake watershed. Wenck was engaged to help the WMO formulate its first Watershed Management Plan.

Only a few of the 33 Watershed Management Organizations in the Twin Cities Metro Area are similar to the E-IGHWMO – comprised of only a few cities or overwhelmingly dominated by one city. The challenge for the Board of Managers, Wenck and the two cities that have land in the watershed is to identify a role for the WMO that is distinct from and complementary to the City of Eagan's water management efforts.

### **City of Brooklyn Center Subwatershed Plan**

*Key staff:* Todd Shoemaker, Ian Peterson, Diane Spector

Working in collaboration with the West Mississippi Watershed Management Commission, the City of Brooklyn Center tasked Wenck with preparing a subwatershed plan for an area in the northern part of the City. Wenck focused on feasible stormwater control measures that could be incorporated into the City's street reconstruction plans over the next ten years and address TMDLs.

Wenck began by identifying locations that could best illustrate the flexibility of various stormwater control measures. Wenck developed hydrologic and pollutant models around these locations using GIS, HydroCAD and P8. The model results were evaluated to determine the most effective designs and where the City should focus their efforts.

The subwatershed plan provides specifics on where to place stormwater control measures, how to maintain them, what vegetation is best (if any), what types of soil to use, cost of construction, and the effect on water quality. The plan also leaves room for the various

stormwater control measures to be used elsewhere in the City. Many of the designs were arranged so that they could be easily reused in locations with similar characteristics.

**City of Chanhassen Local Water Management Plan**

*Key staff:* Diane Spector, Todd Shoemaker, Ed Matthiesen

Wenck is preparing a Local Water Management Plan for the City of Chanhassen, Minnesota. The City has land in four watersheds, and the Plan addresses the unique requirements of each.



As part of the planning process, Wenck updated and enhanced 15 HydroCAD models for the City, using the new Atlas 14 rainfall frequencies and depths. These models will help the City manage its storm drainage system. The models were ground-truthed against localized flooding observed after several large rain events in June 2013.

The Plan incorporates capital projects and maintenance actions, including actions identified in Use Attainability Analyses (UAAs) for three lakes and requirements of the City’s NPDES permit and SWPPP. The City’s Environmental Commission provided review and input and hosted a public Open House on the plan.

**City of Eagan Stormwater Diagnostic Study**

*Key staff:* Joe Bischoff, Todd Shoemaker

Wenck Associates prepared two stormwater diagnostic studies that addressed multiple watersheds throughout the City of Eagan, MN. These plans addressed six watersheds that include 14 separate impaired and unimpaired lakes.

The primary goals of these stormwater diagnostic study were fourfold: 1) Update existing PondNET models with up to date subwatersheds and landuse 2) Target subwatersheds with high phosphorus loading and propose viable best management practices to improve lake water quality 3) Calculate total daily maximum loads (TMDLs) for lakes that are currently impaired for excess nutrients. 4) Identify protection strategies for lakes that are not currently impaired for excess nutrients

Wenck Associates prepared cost estimates and feasibility level designs for multiple watershed and in-lake BMPs within the constraints of a highly developed City. Proposed projects included lake alum treatments, carp management, storm basin improvements, iron-enhanced sand



filters, water re-use systems, and multiple other BMPs. Projects from the first diagnostic study for Blackhawk and Thomas lake have already been implemented resulting in significant improvements in water quality.

**Oak Glen Creek Subwatershed Assessment**

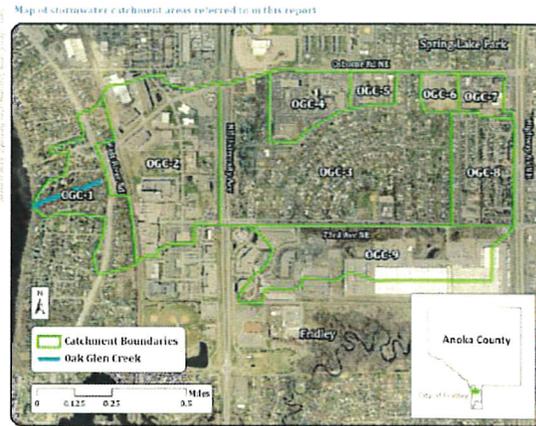
*Key staff:* Ed Matthiesen, Todd Shoemaker, Ian Peterson

The Coon Creek Watershed District (CCWD) partnered with the Anoka Conservation District (ACD) in 2009 to obtain grant funding for watershed assessments. CCWD subsequently retained Wenck Associates to study three separate subwatersheds in successive years: Sand Creek (2009), Lower Coon Creek (2010) and Oak Glen Creek (2011).

The area is located in Fridley, where development occurred in the 1960's – well before treatment of stormwater runoff was considered during the design of a development. Only one undersized storm water pond was constructed by the City after runoff rate problems were observed.

Wenck created P8, XP-SWMM and HydroCAD models to better understand pollutant loading and hydrology. After evaluating the model results, Wenck then worked with CCWD and ACD staff to draft an implementation plan to install water quality treatment practices in each subwatershed.

One major project was completed between 2011 and 2014 using Conservation Corps Minnesota and Legacy Grants to stabilize Oak Glen Creek between the Mississippi River and East River Road resulting in an estimated 633,600lb/yr reduction in TSS. Wenck is currently working on the design for increasing the phosphorus, TSS removals and rate reduction by expanding the pond in OGC-2 and adding an iron/sand/biochar filter bench. This project in OGC-2 is also funded by a Legacy Grant. Wenck will continue to work with the Coon Creek Watershed District, Anoka Conservation District and the City of Fridley to implement the remainder of the projects.



---

**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: Timothy J. Kuntz, City Attorney**  
**DATE: July 6, 2015**  
**RE: An Ordinance Amending Inver Grove Heights City Code Section 4-1-4(B)(1) and Section 4-1-4(B)(6) both related to Types of Alcoholic Beverage Licenses; Section 4-1-5 related to Number of Alcoholic Beverage Licenses; Section 4-1-16(B) related to Restrictions on Alcoholic Beverage Sales, Purchases and Consumption and Section 7-5-1(L)(1) related to Conduct in Parks and Recreational Areas Concerning Alcoholic Beverages; July 13, 2015 Council Meeting**

---

**Section 1. Background.** Chapter 340A of the Minnesota Statutes allows a golf course to have an on-sale 3.2 percent malt liquor license. Inver Wood Golf Course has such a license. The 2015 Legislature passed a special law allowing Inver Wood Golf Course to have an on-sale intoxicating liquor license. The special law does not become effective until the City approves the special law. The special law is identified as Laws of Minnesota 2015, Chapter 9, Article 2, Section 10. It states:

**Sec. 10. SPECIAL LICENSE; INVER GROVE HEIGHTS.**

Notwithstanding any law or ordinance to the contrary, the city of Inver Grove Heights may issue an on-sale intoxicating liquor license for the Inver Wood Golf Course that is located at 1850 70th Street and is owned by the city. The provisions of Minnesota Statutes, chapter 340A, not inconsistent with this section, apply to the license issued under this section. The city of Inver Grove Heights is deemed the licensee under this section, and the provisions of Minnesota Statutes, chapter 340A.603 and 340A.604, apply to the license as if the establishment were a municipal liquor store.

**EFFECTIVE DATE.** This section is effective upon approval of the Inver Grove Heights City Council and compliance with Minnesota Statutes, section 645.021.

Minn. Stat. § 645.021, Subd. 2, requires that approval of the special law by the City shall be by resolution adopted by a majority vote of all members of the governing body, namely a majority vote of the entire Council. Minn. Stat. § 645.021, Subd. 3 requires that the Clerk of the City file an Approval Certificate with the Minnesota Secretary of State if the special law is approved by the City. Attached to this memo is a Resolution pursuant to Minn. Stat. § 645.021 approving the special law. The Certificate of Approval is also attached.

**Section 2. Ordinance Changes.** The attached Ordinance makes a number of changes to comport with the special law. Since the changes are being made only to comply with the special law, it is recommended that the Ordinance be adopted at one reading rather than three readings. To pass the Ordinance at one reading the Council first has to adopt a Resolution by unanimous vote authorizing consideration and passage at one reading. Attached to this memo is the following Resolution:

A UNANIMOUS RESOLUTION PURSUANT TO SECTION 1-2-3 OF INVER GROVE HEIGHTS CITY CODE AUTHORIZING CONSIDERATION AND PASSAGE AT ONE READING OF THE FOLLOWING ORDINANCE:

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE SECTION 4-1-4(B)(1) AND SECTION 4-1-4(B)(6) BOTH RELATED TO TYPES OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-5 RELATED TO NUMBER OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-16(B) RELATED TO RESTRICTIONS ON ALCOHOLIC BEVERAGE SALES, PURCHASES AND CONSUMPTION AND SECTION 7-5-1(L)(1) RELATED TO CONDUCT IN PARKS AND RECREATIONAL AREAS CONCERNING ALCOHOLIC BEVERAGES

The attached Ordinance also addresses another change that was made by the Legislature in 2015. The provisions dealing with a Sunday liquor license were changed by the Legislature. The old law did not allow sales on Sunday until 10:00 a.m. The new law allows sales on Sunday beginning at 8:00 a.m. The Ordinance conforms to the new law.

**Section 3. Council Action.** At the July 13, 2015 Council meeting, the Council is asked to consider and approve the following in the following order:

1. A RESOLUTION PURSUANT TO MINN. STAT. § 645.021 APPROVING A SPECIAL LAW RELATING TO THE CITY OF INVER GROVE HEIGHTS IDENTIFIED AS LAWS OF MINNESOTA 2015, CHAPTER 9, ARTICLE 2, SECTION 10;

2. A UNANIMOUS RESOLUTION PURSUANT TO SECTION 1-2-3 OF INVER GROVE HEIGHTS CITY CODE AUTHORIZING CONSIDERATION AND PASSAGE AT ONE READING OF THE FOLLOWING ORDINANCE:

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE SECTION 4-1-4(B)(1) AND SECTION 4-1-4(B)(6) BOTH RELATED TO TYPES OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-5 RELATED TO NUMBER OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-16(B) RELATED TO RESTRICTIONS ON ALCOHOLIC BEVERAGE SALES, PURCHASES AND CONSUMPTION AND SECTION 7-5-1(L)(1) RELATED TO CONDUCT IN PARKS AND RECREATIONAL AREAS CONCERNING ALCOHOLIC BEVERAGES;

3. AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE SECTION 4-1-4(B)(1) AND SECTION 4-1-4(B)(6) BOTH RELATED TO TYPES OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-5 RELATED TO NUMBER OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-16(B) RELATED TO RESTRICTIONS ON ALCOHOLIC BEVERAGE SALES, PURCHASES AND CONSUMPTION AND SECTION 7-5-1(L)(1) RELATED TO CONDUCT IN PARKS AND RECREATIONAL AREAS CONCERNING ALCOHOLIC BEVERAGES.

At the July 27, 2015 Council meeting, the Council will consider granting the on-sale intoxicating liquor license to Inver Wood Golf Course.

Attachments

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

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

**A RESOLUTION PURSUANT TO MINN. STAT. § 645.021 APPROVING A SPECIAL  
LAW RELATING TO THE CITY OF INVER GROVE HEIGHTS IDENTIFIED AS  
LAWS OF MINNESOTA 2015, CHAPTER 9, ARTICLE 2, SECTION 10**

**WHEREAS**, Legislature enacted and the Governor signed a special law relating to the City of Inver Grove Heights identified as Laws of Minnesota 2015, Chapter 9, Article 2, Section 10.

**WHEREAS**, Minn. Stat. § 645.021, Subd. 2, provides that the special law does not become effective without approval of the local government affected the special law, in this case the City of Inver Grove Heights.

**WHEREAS**, the special law also states that it does not become effective until approved by the Inver Grove Heights City Council in compliance with Minn. Stat. § 645.021.

**WHEREAS**, under Minn. Stat. § 645.021, Subd. 2, approval by the City requires a Resolution adopted by a majority vote of all members of the governing body of the City, namely a majority vote of the entire Council.

**WHEREAS**, Laws of Minnesota 2015, Chapter 9, Article 2, Section 10 provides:

**Sec. 10. SPECIAL LICENSE; INVER GROVE HEIGHTS.**

Notwithstanding any law or ordinance to the contrary, the city of Inver Grove Heights may issue an on-sale intoxicating liquor license for the Inver Wood Golf Course that is located at 1850 70<sup>th</sup> Street and is owned by the city. The provisions of Minnesota Statutes, chapter 340A, not inconsistent with this section, apply to the license issued under this section. The city of Inver Grove Heights is deemed the licensee under this section, and the provisions of Minnesota Statutes, chapter 340A.603 and 340A.604, apply to the license as if the establishment were a municipal liquor store.

**EFFECTIVE DATE.** This section is effective upon approval of the Inver Grove Heights City Council and compliance with Minnesota Statutes, section 645.021.

**WHEREAS**, Minn. Stat. § 645.021, Subd. 3 requires that the City Clerk shall, as soon as the Council has approved the special law, file with the Secretary of State a certificate stating the essential facts necessary to valid approval, including a copy of the resolution of approval. The Certificate of Approval is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Inver Grove Heights, by at least a majority vote of all the members of the Council, does hereby approve Laws of Minnesota 2015, Chapter 9, Article 2, Section 10.

The Certificate of Approval attached hereto is hereby approved. The City Clerk is directed to file the Certificate of Approval together with a copy of this resolution with the Minnesota Secretary of State pursuant to Minn. Stat. § 645.021, Subd. 3.

Adopted by the City Council of the City of Inver Grove Heights on the 13<sup>th</sup> day of July, 2015.

Ayes: 5

Nays: 0

---

George Tourville, Mayor

Attest:

---

Joe Lynch, City Administrator / Clerk

**CERTIFICATE OF APPROVAL OF SPECIAL LAW  
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

**STATE OF MINNESOTA**

County of Dakota

**TO THE SECRETARY OF STATE OF MINNESOTA:**

PLEASE TAKE NOTICE, that the undersigned chief clerical officer of Inver Grove Heights, Minnesota DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 2015, Chapter 9, Article 2, Section 10 requiring approval by a majority of the governing body of said local governmental unit before it becomes effective, the City Council of Inver Grove Heights at a meeting duly held on the 13<sup>th</sup> day of July, 2015, by resolution (A RESOLUTION PURSUANT TO MINN. STAT. § 645.021 APPROVING A SPECIAL LAW RELATING TO THE CITY OF INVER GROVE HEIGHTS IDENTIFIED AS LAWS OF MINNESOTA 2015, CHAPTER 9, ARTICLE 2, SECTION 10) did approve said Laws, 2015, Chapter 9, Article 2, Section 10 by a majority vote of all of the members thereof (Ayes: 5; Noes: 0; Absent or not voting \_\_\_\_\_) and the following additional steps, if any required by statute or charter were taken: N/A. A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: \_\_\_\_\_

Joe Lynch  
City Administrator/ Clerk

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)

**Please see reverse side for instructions for completing this form.**

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

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

**A UNANIMOUS RESOLUTION PURSUANT TO SECTION 1-2-3 OF  
INVER GROVE HEIGHTS CITY CODE AUTHORIZING CONSIDERATION  
AND PASSAGE AT ONE READING OF THE FOLLOWING ORDINANCE:**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE  
SECTION 4-1-4(B)(1) AND SECTION 4-1-4(B)(6) BOTH RELATED TO TYPES  
OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-5 RELATED TO  
NUMBER OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-16(B)  
RELATED TO RESTRICTIONS ON ALCOHOLIC BEVERAGE SALES,  
PURCHASES AND CONSUMPTION AND SECTION 7-5-1(L)(1) RELATED TO  
CONDUCT IN PARKS AND RECREATIONAL AREAS CONCERNING  
ALCOHOLIC BEVERAGES**

**WHEREAS**, Section 1-2-3 states that the City Council by unanimous vote may suspend the rules and may consider and adopt an ordinance at one reading instead of three readings; and

**WHEREAS**, the City Council wishes to consider adoption of the following ordinance at one reading instead of three readings:

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE SECTION 4-1-4(B)(1) AND SECTION 4-1-4(B)(6) BOTH RELATED TO TYPES OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-5 RELATED TO NUMBER OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-16(B) RELATED TO RESTRICTIONS ON ALCOHOLIC BEVERAGE SALES, PURCHASES AND CONSUMPTION AND SECTION 7-5-1(L)(1) RELATED TO CONDUCT IN PARKS AND RECREATIONAL AREAS CONCERNING ALCOHOLIC BEVERAGES

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Inver Grove Heights, by unanimous vote of the Council, hereby suspends the rules pursuant to Section 1-2-3 of the Inver Grove Heights City Code and does hereby authorize consideration and passage of the following ordinance at one reading instead of three readings:

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE SECTION 4-1-4(B)(1) AND SECTION 4-1-4(B)(6) BOTH RELATED TO TYPES OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-5 RELATED TO NUMBER OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-16(B) RELATED TO RESTRICTIONS ON ALCOHOLIC BEVERAGE SALES, PURCHASES AND CONSUMPTION AND SECTION 7-5-1(L)(1) RELATED TO

CONDUCT IN PARKS AND RECREATIONAL AREAS  
CONCERNING ALCOHOLIC BEVERAGES

Adopted by the unanimous vote of the City Council of the City of Inver Grove Heights  
on the 13<sup>th</sup> day of July, 2015.

Ayes: 5  
Nays: 0

---

George Tourville, Mayor

Attest:

---

Joe Lynch, City Administrator / Clerk

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE SECTION 4-1-4(B)(1) AND SECTION 4-1-4(B)(6) BOTH RELATED TO TYPES OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-5 RELATED TO NUMBER OF ALCOHOLIC BEVERAGE LICENSES; SECTION 4-1-16(B) RELATED TO RESTRICTIONS ON ALCOHOLIC BEVERAGE SALES, PURCHASES AND CONSUMPTION AND SECTION 7-5-1(L)(1) RELATED TO CONDUCT IN PARKS AND RECREATIONAL AREAS CONCERNING ALCOHOLIC BEVERAGES

---

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

**Section One.** Amendment. Section 4-1-4(B)(1) of the Inver Grove Heights City Code is hereby amended to read as follows:

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

B. Liquor licenses may be issued as follows:

1. On-Sale Intoxicating Liquor License: On-sale intoxicating liquor licenses may be issued to hotels that have an on-site restaurant as defined in this chapter, clubs or congressionally chartered veterans organizations with the approval of the Commissioner of Public Safety, theaters, restaurants and exclusive liquor stores and to the Inver Wood Golf Course and shall permit the on-sale of alcoholic beverages.

**Section Two.** Amendment. Section 4-1-4(B)(6) of the Inver Grove Heights City Code is hereby amended to read as follows:

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

B. Liquor licenses may be issued as follows:

6. Sunday On-Sale Intoxicating Liquor License: A Sunday on-sale intoxicating liquor license may be issued only to hotels, clubs, and restaurants that hold an on-sale intoxicating liquor license and meet all state statutory requirements for issuance of a Sunday on-sale license. A Sunday on-sale intoxicating liquor license shall permit the sale of intoxicating liquor for consumption on the premises between the hours of ~~ten a.m. (10:00 a.m.)~~ eight a.m. (8:00 a.m.) on Sunday and two a.m. (2:00 a.m.) on Monday in conjunction with the sale of food.

**Section Three.** Amendment. Section 4-1-5 of the Inver Grove Heights City Code is hereby amended to read as follows:

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

The following number of licenses and permits may be issued or approved by the city, although there is no obligation for the city to issue or approve any prescribed minimum number:

<b>Type</b>	<b>Number</b>
On-sale intoxicating liquor license for hotels	No maximum limit
On-sale intoxicating liquor license for theaters	No maximum limit
On-sale intoxicating liquor license for restaurants	No maximum limit
On-sale intoxicating liquor license for exclusive liquor stores	18
On-sale intoxicating liquor license for clubs/congressionally chartered veterans organizations	No maximum limit
<u>On-sale intoxicating liquor license for Inver Wood Golf Course</u>	<u>1</u>
On-sale wine license	No maximum limit
Sunday on-sale intoxicating liquor license	No maximum limit
Off-sale intoxicating liquor license	No maximum limit
Temporary on-sale intoxicating liquor license	No maximum limit
One day consumption and display permit	10 per year
On-sale brewer taproom license	No maximum limit
Off-sale small brewer license	No maximum limit
On-sale 3.2 percent malt liquor license	No maximum limit

Off-sale 3.2 percent malt liquor license	No maximum limit
Temporary on-sale 3.2 percent malt liquor license	No maximum limit
Culinary class limited on-sale license	No maximum limit
Consumption and display permit	No maximum limit

(Ord. 1242, 10-10-2011)

**Section Four.** Amendment. Section 4-1-14(C)(3) of the Inver Grove Heights City Code is hereby amended to read as follows:

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

C. Days and Hours of Sales:

3. Under a Sunday on-sale license, a restaurant, club or hotel with a seating capacity for at least thirty persons which holds an on-sale intoxicating liquor license may serve intoxicating liquor between the hours of ~~ten a.m. (10:00 a.m.)~~ eight a.m. (8:00 a.m.) on Sunday and two a.m. (2:00 a.m.) on Monday in conjunction with the serving of food, provided the licensed establishment has a 2:00 a.m. permit issued by the Commissioner of Public Safety.

**Section Five.** Amendment. Section 4-1-16 (B) of the Inver Grove Heights City Code is hereby amended to read as follows:

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

B. Places Of Consumption And Sale: No person shall mix or prepare alcoholic beverages for consumption and no person shall consume alcoholic beverages in any public place subject to the following exceptions:

1. A person may consume or mix or prepare alcoholic beverages on premises appropriately licensed in accordance with the city ordinances and laws of the state. (Ord. 1078, 2-9-2004)

~~2. A person may consume 3.2 percent malt liquor at Inver Wood golf course, but only if such 3.2 percent malt liquor is consumed within the areas specifically prescribed by the license. (Ord. 1078, 2-9-2004; amd. 2008 Code)~~

2. Consumption, sale and dispensing of intoxicating liquor may occur at Inver Wood Golf Course incident to a sale made pursuant to an intoxicating liquor license issued to Inver Wood Golf Course.

3. Consumption, sale and dispensing of intoxicating liquor may occur at the National Guard Training And Community Center (NGTCC) but only under the conditions specified in section 4-1-17.

4. Persons of lawful age may possess and consume 3.2 percent malt liquor in South Valley Park but only in or within one hundred fifty feet (150') of the group picnic shelter located in the park, and only in conjunction with an event for which the sponsor has obtained a permit from the city to use the group picnic shelter, and only if the person possessing or consuming the 3.2 percent malt liquor is an invited guest of the event sponsor. (Ord. 1078, 2-9-2004)

5. Persons of lawful age may possess and consume 3.2 percent malt liquor in Rich Valley Park subject to such rules and regulations as the city council, by resolution, may from time to time impose. (Ord. 1236, 5-23-2011)

(Ord. 1078, 2-9-2004)

**Section Six.** Amendment. Section 7-5-1(L)(1) of the Inver Grove Heights City Code is hereby amended to read as follows:

**7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:**

L. Alcoholic Beverages: No person shall sell, consume, possess, mix or prepare any alcoholic beverages in any city park, including in any parking areas, subject to the following exceptions:

1. If a license is obtained, ~~3.2 percent malt liquor~~intoxicating liquor may be sold at Inver Wood Golf Course and may be consumed at Inver Wood Golf Course if purchased from Inver Wood Golf Course, but sale and consumption shall only occur in the areas specifically prescribed in the license.

**(The remainder of this page was intentionally left blank)**

**Section Seven.** Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the 13<sup>th</sup> day of July, 2015.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

By: \_\_\_\_\_  
Joe Lynch, City Administrator / Clerk