



INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, January 11, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. i. Minutes of November 9, 2015 City Council Meeting Minutes
 - ii. Minutes of November 23, 2015 City Council Meeting Minutes
 - iii. Minutes of November 30, 2015 Special Meeting Minutes
 - iv. Minutes of December 5, 2015 City Council Work Session Minutes
 - B. Resolution Approving Disbursements for Period Ending January 5, 2016
 - C. Accept Final 2015 Donations for Various Parks and Recreation Programs
 - D. Approve a Joint Powers Agreement between City and Dakota County for Emergency Management Services
 - E. Accept Donation for Police Department from Marylin Murphy in Memoriam of Jerry Murphy
 - F. Authorization of the Use of Eminent Domain Process to Acquire Easements City Project No. 2015-13
 - G. Approval of Water Plant Operator Job Description and Compensation and Promotion
 - H. Consider Change Order No. 4 and Pay Voucher No. 8 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 70th Street Lift Station, Argenta District
 - I. Approve Custom Grading Agreement for 8811 Aviary Path (Lot 12, Block 1, Annistone Ranch)
 - J. Approve Proposal from EOR, Inc. for Development of NWA H & H Model Transfer Information for Wenck Associates and Future Users of the Model
 - K. Personnel Actions
5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person
6. **PUBLIC HEARINGS:**
 - A. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Liquor License Application at Top Restaurants, LLC dba 1.2.3. Pasta, 6508 Cahill Avenue for On-Sale Wine and On-Sale 3.2 Malt Liquor License.

7. REGULAR AGENDA:

FINANCE

A. CITY OF INVER GROVE HEIGHTS; Approve Official Depositories for 2016

COMMUNITY DEVELOPMENT:

B. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amendment to the Regulations of Parking of Vehicles and Recreational Vehicles in the Front Yard by Removing One of the Temporary Exceptions.

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Consider Approval of the Letter to Dakota County on the Southern Road Alignment Study

D. CITY OF INVER GROVE HEIGHTS; Consider Council Appointments for 2016:

- i) Official Newspaper
- ii) Acting Mayor
- iii) Council Delegates to Association of Metropolitan Municipalities
- iv) Council Delegates to Dakota Communications Center Board
- v) Deputy Weed Inspector

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, NOVEMBER 9, 2015 - 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, November 9, 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, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, Police Chief Stanger, City Engineer Kaldunski and Fire Chief Thill.

3. PRESENTATIONS:

A. Introduction of Inver Grove Heights Royalty Scholarship Recipients
Mayor Tourville introduced the Royalty recipients. Dale Henniger introduced the Royalty winner and scholarship recipients. The group presented the Mayor with a photograph.

4. CONSENT AGENDA:

- A. i. Minutes of October 5, 2015 City Council Work Session Meeting
- ii. Minutes of October 12, 2015 Regular City Council Meeting
- B. Resolution 15-173 Approving Disbursements for Period Ending November 3, 2015
- C. Accept Quote for Elevator Maintenance Repairs
- D. Resolution 15-174 Consider Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09A – Crackseal
- E. Resolution 15-175 Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2015-09B – Sealcoat
- F. Resolution 15-176 Consider Resolution Authorizing Preparation of a Feasibility Report for City Project No. 2015-20 – NWA Trunk Utility Improvements, Robert District
- G. Resolution 15-177 Agreement for 2015 Technical Services for Conservation Projects with Dakota County Soil and Water Conservation District (DCSWCD) and Regulatory Assistance with the Wetlands Conservation Act
- H. Consider Approval of the 2016 Proposed Convention and Visitors Bureau Budget
- I. Resolution 15-178 Consider Resolution Approving Demolition Contract – 4195 – 68th Street East
- J. Request Authorization to Make Final Offers for Acquisition of Easement on Glenlin and Flannery Properties
- K. Personnel Actions
- L. Schedule Public Hearing to Consider the Amendment of City Code Title 3, Chapter 4 Section 3-4-2-2, 3-4-2-3 Fees and 10-3-8 Planning Fees

Motion by Bartholomew, second by Hark to approve the Consent Agenda 4.A- 4.L. 4K was pulled by Councilmember Mueller.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Mueller asked that the decision regarding the approval of the new administration position be brought to another council meeting. City Administrator Lynch declared that the job description and scale was approved by the council and authorization was received. He further added that there were 157 applications and an internal candidate was hired. Councilmember Bartholomew asked if the position of the new hire would be filled. City Administrator Lynch replied in the affirmative, that the open position would be filled. He explained that per union guidelines those internal candidates will be looked at first. Councilmember Mueller asked about the step increases for the position. City Administrator Lynch discussed that the chosen internal candidate will be at the top of her step increase in this new position.

Motion by Bartholomew, second by Tourville to approve item 4K.

Ayes: 5
Nays: 0 **Motion carried.**

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. Consider an Third and Final Reading of Ordinance 1304 Amending the Inver Grove Heights City Code by Adding Title 4, Chapter 12 Related to Tobacco and Electronic Delivery Sampling.

Ms. Bridget McCauley Nelson summarized the amended ordinance. Ms. Nelson stated that there has been no changes to the ordnance since the second reading. Council had no comments. Mayor Tourville asked if all the current license holders were given notice. Ms. Nelson stated in the affirmative, she added all current license holders were mailed the notice and the notice was published in the newspaper. The Public Hearing opened at 7:09pm. There were no public comments.

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

Ayes: 5
Nays: 0 **Motion carried.**

The Public Hearing closed at 7:11pm.

Motion by Hark, second by Bartholomew to accept the third and final reading of the ordinance.

Ayes: 5
Nays: 0 **Motion carried.**

B. Public Hearing to Consider Ordering the NWA Trunk Utility Project on the Blackstone Ridge Utility Alignments, Authorizing Final Plans and Specification and Authorizing City Attorney to Complete Easement Negotiations, for the 2015 Improvement Program, Resolution 15-179 City Project No. 2015-16 – NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge

Mr. Kaldunski introduced the item. This is a trunk sanitary sewer and water main project. It includes a 16 inch water main and a gravity sewer that is 10-12 inch in diameter and 54 deep and is located in the alignment. The cost of the project is \$2,929,200. The funding will come from Fund 511 Water NWA and Fund 512 Sewer NWA. Mr. Kaldunski stated that these funds are collected during connection fees, plat connection charges and developer funds at the time of development. There are no proposed assessments on the project because it's a trunk improvement project. There are easements to secure on the project and staff has worked with the developer to secure those easements. Mr. Kaldunski presented a map and indicated where the project will start including the alignment and trunk extensions.

The Public Hearing was opened at 7:15pm

Nikki Abbott, 6720 Argenta Trail requested more details on the project. Tom Kaldunski went over the details of the project and asked that the resident contact him in the future with any more questions regarding the details.

Motion by Piekarski Krech second by Mueller to close the public hearing.

Ayes: 5
Nays: 0 **Motion carried.**

The Public Hearing closed at 7:18pm

Motion by Piekarski Krech, second by Mueller to accept NWA Trunk Utility Project on the Blackstone Ridge Utility Alignments, Authorizing Final Plans and Specification and Authorizing City Attorney to Complete Easement Negotiations, for the 2015 Improvement Program, Resolution 15-179 City Project No. 2015-16 – NWA Trunk Utility Improvements, Argenta Trail to Blackstone Ridge

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. JON SKOGH; Consider Resolution 15-180 relating to a Variance from side yard setbacks to allow an accessory structure over 1,000 square feet containing an accessory dwelling unit for property located at 1355 96th Street.

Mr. Link introduced the item. The property is located on the north side of 96th Street. Mr. Link commented that the applicant has been in front of the council a few times before on an ordinance amendment to allow an accessory dwelling unit and the city council approved that action about a month ago. This is apart of that project which requires a variance. The garage would be turned into an accessory structure. The second floor was added and made the building square footage at 1,550 square feet thus requiring a 50 foot setback. The applicant cannot meet the 50 feet setback and holds a 20 foot setback.

Mr. Link discussed where the house sits on the property and the garage. The city's concern is that the accessory structure is located at the edge of the basin area; if the 50 foot setback is required than it would be at the center of the basin. It would imperil the city's ability to use the area for water retention which would negatively impact the storm water basin. Staff recommends approval of the variance. The Planning Commission also recommends approval of the variance.

Motion by Batholomew, second by Hark to accept the Resolution relating to a Variance from side yard setbacks to allow an accessory structure for property at 1355 96th Street.

Ayes: 5

Nays: 0 Motion carried.

B. Consider First Reading of the On-Street Parking Regulations Ordinance

Mr. Link discussed the item at length. This is an item previously in front of the council on October 26, 2015. City Council directed staff to make revisions and bring the ordinance back for a first reading. The ordinance would regulate on-street parking. This suggested change came about because of the repeated complaints regarding semi trucks, campers, boats and trailers being stored on public streets for an extended time. In some instances they are being stored on the city street for an entire season. The concern from residents is that the neighborhood than appears junky and unattractive. Long-term is could have a negative impact of the neighborhood and property values in that neighborhood. Also a concern is traffic safety as these vehicles and trailers can obstruct driving to the public.

Mr. Link discussed the changes directed by the city council and the revised ordinance amendments summarized Mr. Link's request for council action memo provided in the council agenda packet.

Mr. Link discussed the three parts of the ordinance.

1. In residential zoning districts, prohibit commercial motor vehicles (except for school buses and tow trucks), semi-trailers, trailers and watercraft from being parked on city streets, except for the purpose of loading and unloading.
2. In all zoning districts, prohibit vehicles, trailers, semi-trailers, watercraft, recreational truck trailers, recreational vehicles and motor homes from being parked on city streets for more than 20 continuous hours in one place.
3. In all zoning districts, require trailers, semi-trailers, watercraft, recreation vehicles, recreational truck trailers, and recreational vehicles combinations that are parked on city streets to be hitched to a motor vehicle.

Mr. Link stated the staff recommends approval of the first reading on the on-street parking regulations in residential zoning districts, in response to the frequent complaints.

Councilmember Hark discussed his opinion of an unclear ordinance language specifically at 6-3-13 and 6-3-14 between parking that is prohibited and the definition of unloading and loading for up to 20 hours.

Mr. Link stated that he would bring back paragraph 13 and 14 with amendment language to remove any confusion.

Motion by Batholomew, second by Hark to accept the first reading of the ordinance.

Ayes: 5

Nays: 0 Motion carried.

FINANCE:

C. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2016

Ms. Smith discussed the item. She discussed a small change to item F in the connection fees for sanitary sewer. Ms. Smith discussed the change of rate from Ehlers June 2015 update. She summarized the increase in rates for water (3.5%) and sewer (3.5%). In the NW Area, the fees will increase at the rate for water (3.5%) sewer (5%) and storm water (5%). Ms. Smith discussed the upcoming work session to discuss the shortfall of the sewer rates. The approval of the rates will be set at the public hearing for December 14, 2015 and would go into affect on January 1, 2016.

The council did not have follow up questions to the ordinance.

Ms. Smith stated that the intent and approval of this is to be published and would be in affect on January 1, 2016.

Motion by Batholomew, second by Piekarski Krech to accept the first reading of the ordinance.

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

D. CITY OF INVER GROVE HEIGHTS; Consider Contract with Apex Arena Solutions, SBC for Energy Efficiency Improvements to the VMCC/Grove and City Hall

Mr. Carlson introduced the item. He asked the council to table the public hearing until the November 23, 2015 Council meeting because staff had lingering questions. He stated that the contract was noticed in the paper so the item was required to remain on the council agenda. Mr. Carlson overviewed the energy savings contract. He pointed out that MN statute 471.345 subd.13 allows the city to enter into energy efficiency projects. There has to be a minimum of a 20 year maximum payback through energy savings. The contract is not open to competitive bidding. He discussed the proposed projects at the Community Center. He discussed the purchase power solar agreement with a 25 year new energy equity. Credits from Xcel would be \$43,000 annual and the net savings to the city is \$28,000 annually. Along with the purchase power solar agreement a technical service agreement would be performed by Apex at the end of each year. They would audit the energy savings and it would cost \$4,500 for the first year but that amount is included in the \$447,000 cost to the city. Mr. Carlson stated that the city can elect to continue with the technical service agreement but there will be out of pocket expenses of 3.5% COLA for the continuation. He opined that staff is looking at the continuation of the agreement incase the energy savings is underperforming. This would allow the city to make more improvements to meet the threshold or APEX would be required to pay the difference in cash so the city gets the full guarantee.

If the city wanted to provide insurance, they can purchase an Energy Savings Bond that would cost the City \$13,400 annually. Apex estimates that improvements would be \$56,000 in savings and is guaranteeing \$41,000. He stated in regards to financing the project, staff recommends an interest free loan that would be from Central Equipment Fund and paid back over a 6.2 year period of time.

The reduction of energy would be 600,000 kWh annually at the Community Center. The Investment would be \$447,000. In summary, Mr. Carlson stated that the project would reduce the amount of energy the city is using. The savings is guaranteed through the APEX contract. The project would be funded internally and the savings is \$70,000 annually over a 25 year period on average.

Councilmember Bartholomew asked Mr. Carlson what questions Mr. Carlson had that have not been answered. Mr. Carlson stated he wanted a clear answer from Xcel on the energy credit guarantee and to double check that the calculation is not correct.

Councilmember Bartholomew asked about the vetting process of APEX Solutions Business, what is their worth and financial stability? Mr. Carlson will gather company basics and recommendations from clients. Mr. Carlson stated that the school district has been working with APEX and has seen positive results. Mr. Carlson stated he has asked questions to the League of MN Cities regarding the insurance aspect of the project.

City Attorney, Mr. Kuntz was asked regarding snow removal and what happens if a solar panel fell of the roof. He stated our liability is making sure we have a structurally sound roof. We also checked with the building official of the capacity of the roof. There will be an engineering report conducted before the installation occurs.

Mayor Tourville asked if the solar panel flies of the roof and hits a vehicle the liability is with APEX and not us. Mr. Kuntz was confirmative.

Mr. Kuntz stated that the solar panels are installed by weights and are not secured to the roof. Further he added that a question was previously asked at another meeting regarding new technology in solar panels. Mr. Kuntz stated that new panels can be installed in the future if new technology arises. Mayor Tourville clarified that if a wind storm occurs then APEX is liable not the City.

Councilmember Hark stated that this idea is all predicated on a new roof for the Community Center. Mr. Carlson stated that staff is looking at replacing the roof over the ice arena. Councilmember Hark asked is the roof replacement is a requirement. Mr. Carlson stated no, but its staff's recommendation. Mr. Kuntz stated that the anticipation would be that council would approve the roof replacement first and then the APEX contract would come to the council for approval.

Motion by Hark, second by Piekarski Krech to table the item until November 23, 2015 at 7:00P.M.

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Discussion of Authorization for City Attorney Time and Expense

City Administrator, Mr. Lynch discussed the item at hand, he summarized the memo to the council and asked for action from the council on a practice and/or a policy on how to handle if a private party has an issue to discuss. The decision is up to the city council because they authorize the expenses on such issues.

Mayor Tourville stated that on private issues the city attorney needs to check with staff to make sure the City Administrator is notified first. Councilmember Hark asked if there is an issue with the city, Mr. Lynch should be the gatekeeper.

Mr. Kuntz asked to make a suggestion but first clarified that this is referring to city matters not private matters. Specifically, city matters are coming from an individual caller. The solution is that we follow a practice that if the caller has not yet filed an application for something than they should be referred to staff instead of calling the City Attorney. Those complaint types are at a lesser percentage. The majority of the calls are inquiries and they haven't made an application to the city. Mr. Kuntz stated there are three categories, the first one is 25-30 calls a year are private matters, people have yet to make an application or a license and those callers are trying to go around the levels of staff. Mr. Lynch is asking about the process to follow. A policy would instruct callers to go to the staff first. The last category is the ongoing complaints about the same thing. If the complaint has not been bought to the Administration then it must go through the city first before the city attorney.

Councilmember Mueller asked about the practice of council members in regards to questions they have. Mayor Tourville answered that council should go through Mr. Lynch first.

The council gave direction to Mr. Lynch for callers to go through him first. There was no vote by council.

8. MAYOR & COUNCIL COMMENTS

We are recycling plastic bags on November 18 through 20th.

State Official Ceremony will be at the VMCC on November 11, 2015 with the Governor and Senator Klubusher at 10:00a.m.

Councilmember Hark discussed the new Performing Arts Center at Simley High School. Mayor Tourville stated that Footloose is a play currently open to all.

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3

Mayor Tourville Discuss Status Update Relating to Discuss Determination of Compensation for Right-of-Way and Easement Needed from the Blackstone Ridge Plat for Future Argenta Trail.

No action was taken or decision made during the Executive Session.

10. ADJOURN: Motion by Piekarski Krech, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 9:26p.m.

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

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, November 23, 2015, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, Police Chief Stanger and Fire Chief Thill.

3. PRESENTATIONS:

A. Proclamation Recognizing Fifty Year Anniversary and Presentation with Video and Booklet. Mayor Tourville read the Proclamation. Tracy Petersen, Recreation Coordinator presented the 50th Anniversary video.

4. CONSENT AGENDA:

- A.** Minutes of October 26, 2015 City Council Meeting Minutes
- B.** Resolution 15-181 Approving Disbursements for Period Ending November 17, 2015
- C.** Approval of a Lawful Gambling Premise Permit for Merrick, Inc. at the Premise Business Location of 4455 65th Street East Resolution 15-182
- D.** Approval of a Lawful Gambling Premise Permit for Spartan End Zone at the Premise Business Location of 6434 Cahill Ave. Resolution 15-183
- E.** Consider Purchase of Equipment for Inver Wood Golf Course
- F.** Consider Approval of 2016 Park and Recreation Fees
- G.** Consider Approval of Guaranteed Energy Savings Agreement
- H.** Consider Resolution 15-184 Approving the Dakota County 2016 Community Funding Application for Waste Abatement Activities
- I.** Approval of Position Reclassification to City Forester/Park Maintenance Coordinator
- J.** Consider Pay Voucher No. 7 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 70th Street Lift Station, Argenta District
- K.** Resolution 15-185 Approving Joint Powers Agreement (JPA) with Dakota County for Right-of-Way Acquisition, Construction and Maintenance for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55
- L.** Approve Amendment to Proposal for Professional Services for Feasibility Study for City Project No. 2015-03 – 65th Street between Trunk Highway 3 and Argenta Trail
- M.** Consider Resolution 15-186 Accepting Proposal from Wenck Associates, Inc. (WAI) for a Hydrologic Modeling and Feasibility Study for City Project No. 2015-19 – Northwest Area (NWA) Robert Watershed Corridor
- N.** Consider Resolution 15-187 Accepting Proposal IPO No. 21A for Additional Engineering Services from Kimley-Horn & Associates, Inc. for Preparation of the Feasibility Report for City Project No. 2015-09D – Broderick Boulevard Reconstruction from 80th Street to Concord Boulevard
- O.** Consider Resolution 15-188 Separating City Project No. 2016-09D, 60th Street Area Reconstruction and Establishing Five Additional Projects: City Project No. 2016-10, 60th Street Area Utility Improvements; 2016-09F, Carleda Way Area Reconstruction; 2016-11, Carleda Way Area Utility Improvements; 2016-09G, 62nd Street Area Reconstruction; and 2016-12, 62nd Street Area Utility Improvements.
- P.** Personnel Actions

Motion by Bartholomew, second by Hark, to approve the Consent Agenda 4.A- 4.P.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Councilmember Mueller brought up the Pine Bend Area Study and expressed his disagreement with the study results and any improvements to Akron Road.

Councilmember Hark stated that the council should express to Dakota County and the City of Rosemount that the City Council doesn't support expanding Akron Road. He asked city staff if there was anything the council could do before the final results of the study comes out.

Mayor Tourville agreed with Councilmember Hark and stated that the council could express their opinions when Dakota County's staff returns to the council to present an update of the study. Councilmember Hark expressed urgency in communicating before that meeting happens. He stated even if it's preliminarily, the council should formally let Dakota County know of the council's opinion on the Akron street expansion remaining at 66 feet.

Councilmember Piekarski Krech stated that the concern is that the City of Rosemount's City Council has approved significant street improvement plans already for that area, and if we don't get in front of this issue than the council may not have a voice at the end of the final plans. Mayor Tourville stated that the project needs the approval from both cities.

Mayor Tourville asked when Dakota County is scheduled to return to the council for the final study update.

Public Works Director Scott Thureen stated that the tentative date would be in January or February at a work session. Mr. Thureen stated that the Mayor is correct when he stated that a project would not advance without the Council agreeing to a joint powers agreement for the shared costs. He stated that the county has the option of doing the project on their own and paying for the entire project costs. However, that is not how they normally operate. Mr. Thureen suggested to the council that they draft a letter expressing their opinions. He stated that the letter could be completed in advance of the upcoming work session.

Mayor Tourville asked that if a letter is drafted that it be an agenda item. Councilmember Hark stated that he is okay with a letter. He reiterated that the Council needs their opinions to be known to Dakota County. Further he opined, that the Council's opinions could be of influence to Dakota County's final study. Councilmember Bartholomew agreed with a letter being drafted to the county.

Council directed staff to draft a letter and have it on the agenda at the next city council meeting.

6. PUBLIC HEARINGS:

A. Consider Approval of the 2016 Liquor License Renewal Applications

Mr. Lynch, City Administrator, stated that this item will be tabled until December 14, 2015, to meet the 10 day Public Notice requirement per city code. But added, that staff would like to review the materials with council in case of any questions.

Chief Stanger discussed the liquor license violations of 2015. He stated there were six liquor license violations in 2015. He included a list of the past five years for Inver Grove Heights' businesses and any associates that have been cited in the last five years which were 7 violations. He clarified that the associate businesses mean other locations outside of Inver Grove Heights. City Clerk, Ms. Tesser clarified that the attachment was sent to the City Council in the Dropbox.

Chief Stanger discussed the compliance check violations of the businesses and the servers that served alcohol to minors. He stated that the servers who received penalties have not gone through the court process yet. He stated that the businesses were given civil penalties per the city code. Chief Stanger asked Ms. Tesser for clarification on whether the penalties were paid by the businesses. Ms. Tesser stated in the affirmative. Mayor Tourville asked about the process in regards to future penalties for the servers. Chief Stanger stated that the servers have not been through the court yet. Councilmember Hark asked what kind of misdemeanor. Chief Stanger stated it was a gross misdemeanor.

City Attorney, Mr. Kuntz asked how the civil penalties were enforced. Chief Stanger stated by the city code. Mayor Tourville asked if any of the servers would be given a court date between now and December 14, 2015. Chief Stanger stated in the negative.

Councilmember Bartholomew asked if there is anything in the violations which would prohibit the council from approving the liquor license renewal for 2016. Chief Stanger stated that there is nothing in state statute but it's up to the council to decide if a license is approved. Councilmember Piekarski Krech asked regarding the 2011 violations and why a penalty wasn't established. Chief Stanger stated because the penalties weren't established until after the violation. He clarified that there hasn't been any violations from 2011 until 2015. Councilmember Piekarski Krech asked if we have conducted compliance checks every year. Chief Stanger stated yes, compliance checks have been done every year.

Mayor Tourville stated that the item will come back to the council on December 14, 2015.

Motion by Piekarski Krech, second by Mueller, to table the item until December 14, 2015.

Ayes: 5

Nays: 0 Motion carried.

B. Consider Approval of the 2016 Pawnbroker Renewal Application

Chief Stanger discussed the penalties that were cited by PawnAmerica on the annual audit conducted by the Police Department. On the months of September through November there were 9 discrepancies found. Chief Stanger stated they could be considered violations under record keeping however they were immediately corrected upon the Police Department's request and the violations did not seem to have intent but were instead errors. Mayor Tourville asked how many transactions were completed a month. Chief Stanger stated that the police department budgets for 40,000 transactions a year.

Motion by Piekarski Krech, second by Mueller, to table the item until December 14, 2015.

Ayes: 5

Nays: 0 Motion carried.

C. Continuation of Assessment Hearing for City Project No. 2009-01 – T.H. 3 and 80threet/Amana Trail/Country Road 28 Intersection Improvements.

The public hearing opened at 7:34p.m.

Mr. Thureen summarized the parcels that would be assessed in the overhead map. He stated there are two different classifications. The west side is of Trunk Hwy 3 will be assessed \$400,000 with a 10 year term and the interest rate of to be determined at the public hearing. Staff is recommending an interest rate of 4.8%. There are 18 properties on the east side of Trunk Hwy 3. In the original assessment roll on, October 26, 2015 meeting, when the first public hearing was opened those properties were proposed to be assessed a total of \$381,000 at a term of 10 years with an interest rate of 4.8%. Mr. Thureen commented that at the hearing, the public testified that the concerns raised were:

- The assessment amounts were too high

- The long period of time between project completion and the assessment hearing
- Disagreement with the method of spreading this assessment (future land use and the associated vehicular trip generation)
- Development density assumptions tied to the future land use
- Lack of benefit analysis.

Mr. Thureen stated that a number of things have occurred since that last meeting; staff contacted Metzen Appraisals concerning the proposed final assessment roll. Metzen Appraisals felt that the appraisals were reasonable. City staff came up with an alternative roll based on the input received.

This roll assumes the total amount to be assessed to the parcels on the east side of Trunk Hwy 3 is reduced from \$381,585.36 to \$147,741.52. The Municipal State Aid funds would cover the difference. The complete alternative roll proposed was presented by Mr. Thureen. The amount was \$781,000 reduced to 547,000. The outstanding amount would be spread to the future area. Everything would stay the same, 10 year term, interest rate at 4.8%. Mr. Thureen discussed staff's recommendation of the revised assessment deferment. Mr. Thureen proposed the estate planning subdivision not being a part of the roll. He stated that the property is subdivided with the meaning of MN.Statute §462.352, Subd. 12 provided, however, the term subdivision shall not include any parcels that are created by way of any of the following future transfers from the current owner of the property as of the date of this Resolution and Certificate.

Mr. Thureen recommended the alternative roll and the deferment process. It has no trips included in the calculation and is on gross area of land. It was reduced by \$234,000. Mayor Tourville stated that it is coming out of city share. Mr. Thureen stated in the affirmative. Mr. Thureen stated that there are three different resolutions for the council to discuss. Of the three resolutions is the deferment if the Council wishes to go forward with a deferment. The other resolution that staff recommends is the new assessment roll.

Councilmember Bartholomew asked how Mr. Thureen arrived at the 4.8% interest rate. Mr. Thureen stated that staff follows standard practice where they look at the rate of the bonds sold and add 2%. Councilmember Bartholomew stated that its based on the bond rating and a premium is then added. Councilmember Bartholomew the area based method we must use that on the square footage and its calculated by slopes. Mr. Thureen stated in the affirmative.

Mr. Link, Community Development Director discussed the density reasonability, staff compared the O'Shaughnessy Property to the 8 developments the City has seen and they are almost exact. The average density is 2.52 units to the acres and other acres at the Malensek property are deemed at 2.55 units. The 8 development proposals were the same. Topography was 25%, 4-5 had equivalent slops which is similar than the other properties seen. The severity of slops is similar then the other developments. Mr. Link bought up another question that was asked in regards to the undeveloped property. The design for the NW area is different from what the city has seen at other areas of the city. There is no minimum lot size or width. Mr. Link discussed the 20% of open space requirement and how the maximum amount is calculated. Again, Mr. Link reiterated that the Malensek property has similar degree of ski slopes, undeveloped acres and density is the same.

Councilmember Hark asked Mr. Thureen if the use of the MN State Aid fund would take away from other street projects for the MN State Aid Fund. Mr. Thureen concurred that this would take from the availability of the MN State Aid.

Mayor Tourville stated he was uncomfortable with the trip calculation. He stated he was glad that it has been removed from the revised roll.

Kurt Rehtzigel, 1407 80th Street, commented on the assessment.

Mr. Thureen discussed the benefits of the roundabout vs. traffic lights.

Mayor Tourville discussed that Argenta Trail LLC that would like to pay their amount.

Jeanne Abbott 1401 80th Street, commented on the lack of benefit of the assessment.

Christine O'Shaughnessy, 1592 Ashbury Place commented on the assessment and Mr. Link's commented on the density and wetlands.

Tony Abbott, 1401 80th Street commented on the Target assessment.

Mr. Thureen discussed the developer agreement was \$400,000 for the entire parcel.

Alfred Willenbring, 1185 80th Street asked about deferment partial or full.

Mr. Thureen commented that the deferment partial and full payment was from the first feasibility study done. He stated that approach is not being proposed anymore.

Councilmember Bartholomew asked that this be proposed for staff to discuss the new roll with the residents.

Kurt Rechtzigel, 1407 80th Street, commented that half of the amount should help pay for schools or sports. Mayor Tourville discussed that the city will be contributing \$234,000.

Councilmember Piekarski Krech commented that until the assessment roll is levied Target's assessment of \$400,000 will not be received.

Mr. Thureen discussed the notices of publication and the mailed notice of the hearing. The affidavit of mailing was completed for those mailings.

Alfred Willenbring, 1185 80th Street, asked if residents were going to receive notices in the mail.

Jeanne Abbott 1401 80th Street, commented on the assessment.

Councilmember Bartholomew would like to see that staff meet with property owners to discuss the new proposed assessment roll and answer questions, and then bring back the item to discuss it with the council in January.

City Administrator, Joe Lynch suggested that with the holidays it's best to schedule the meeting on January 25, 2016.

Mayor Tourville stated that the meeting with the public and staff would happen before now and January 25, 2016.

The public hearing remains open and we will meet again on January 25, 2016 at 7:00p.m.

Motion by Piekarski Krech, second by Hark to continue to keep the public hearing opened until January 25, 2016 at 7:00PM at City Hall.

Ayes: 5

Nays: 0

Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of the On-Street Parking Regulations Ordinance

Mr. Link introduced the item discussed at the October 26, 2015 meeting. This is the second reading of an ordinance to regular the on-street parking. This ordinance is being bough forward to the council because of frequent complaints about commercial vehicles, boats, trailers and recreation vehicles being stored on public streets for extended periods of time. Complaints are that it makes the neighborhood look junky and unattractive. Over time, this can have a negative effect on a neighborhood and property values. Other concerns are traffic safety as these vehicles and trailers can be obstructions.

Mr. Link stated that there are three changes from the first reading of the ordinance. The first is stating at the beginning of each of the three paragraphs the zoning districts that the particular paragraph regulates. Secondly, adding a reference in paragraphs 6-3-14 and 6-3-15 that the more restricted regulations of 6-3-13 apply in residential districts. And thirdly, changing the effective date to April 1, 2016 after the winter parking ban is lifted.

Mr. Link stated that the ordinance would do the following:

1. In residential zoning districts, prohibit commercial motor vehicles (except for school buses and tow trucks) semi-trailers, trailers, and watercraft from being parked on city streets, except for the purpose of loading and unloading.
2. In all zoning districts, prohibit vehicles, trailers, semi-trailers, watercraft, recreation truck trailers, recreation vehicles and motor homes from being parked on city streets for more than 20 continuous hours in one place.
3. In all zoning districts, require trailers, semi-trailers, watercraft, recreation vehicles, recreation truck trailers, and recreation vehicles combinations that are parked on city streets to be hitched to a motor vehicle.

Mr. Link stated that city staff recommends approval of the second reading of the on-street parking regulations in residential zoning districts, in response to frequent complaints.

Motion by Hark second Bartholomew to approve the second reading of the on- street parking ordinance.

Ayes: 5

Nays: 0 Motion carried.

FINANCE:

B. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2016

Kristi Smith, Finance Director introduced the item. The council was asked to consider the second reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities. Ms. Smith stated that the required public hearing is set for December 14, 2015. No changes were discussed from the first reading.

Motion by Bartholomew second Piekarski Krech to approve the second reading of the development fees ordinance.

Ayes: 5

Nays: 0 Motion carried.

FIRE DEPARTMENT:

C. CITY OF INVER GROVE HEIGHTS; Authorize the City Administrator to begin discussion with the property owner of the identified site for the new fire station and move forward with an appraisal.

Ms. Thill introduced the item. She stated that in November of 2011 an analysis of the Fire Station locations were completed by DLR and TriData,. Four properties were identified as potential sites for the new fire station. She discussed the design team and how the team scored the properties. One property rose to the top and an appraisal was completed in April 2015. The appraisal came in too high and the council decided not to pursue the property. The design team met again this year and another property stood out. The next step is to see if the property owners would be interested in selling. The selected parcel is larger than needed for the fire station however; 6 acres of the large parcel would work for the needs of the Fire Dept. Ms. Thill discussed that staff would like to begin discussions with the property owner to identify a solution to the possible acquisition of 6 acres of their property and if willing, conduct an appraisal.

Motion by Piekarski Krech second Mueller to approve the authorization of City Administrator to discuss with property owners the identified a site for the potential new fire station and move forward with an appraisal.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS

Mr. Lynch discussed scheduling a meeting with the Council and himself on November 30, 2015 at 7:00p.m. for a special council meeting to discuss the Convention Bureau, 2016 Budget, Progress Plus and Transportation.

Motion by Piekarski Krech second Bartholomew to schedule a special meeting for November 30, 2015.

Ayes: 5

Nays: 0 Motion carried.

9. ADJOURN: Motion by Hark, second by Bartholomew to adjourn. The meeting was adjourned by a unanimous vote at 9:16p.m.

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, NOVEMBER 30, 2015 - 8150 BARBARA AVENUE**

1. CALL TO ORDER/ROLL CALL: The Meeting was called to Order at 6:03 p.m. Present: Mayor: Tourville, Council: Bartholomew, Hark, Mueller, Piekarski-Krech, City Administrator Lynch

2. CONVENTION & VISITORS BUREAU

Lynch gave Council and overview and background about the formation, purpose and function of this group. Lynch is the appointed staff to this organization and is a member of that Board. Council discussed the measurable outcomes to the city from this organization. Council requested staff send the message to the CVB Board that it hoped that goals and objective measure would be established that could be presented to the city to determine the impact this organization has for the city and to the business community. Lynch advised that there would be a Board Orientation meeting followed by a Strategic Planning Session that will hopefully yield some measurable outcomes.

3. PROGRESS PLUS

Lynch reviewed the 2015 Work Plan submitted and accepted for the year. Council discussed the purpose and function of the organization and the benefit to the city. Council requested Lynch contact South St. Paul to determine what they were doing in light of the recent change they had made with their HRA and creation of an EDA. Council requested staff follow up with the Progress Plus Director to request data sharing with the data base on all businesses in the city. In addition, the City would like any and all information collected during business site visits without the Community Development Director having to do with the city, the way a service is provided or how they feel about how the city performs turned over to the city. The Council will continue with the Progress Plus service and budgeted \$25,000 for 2016, but will evaluate the continued need and use of such service for 2017.

4. 2016 BUDGET

The Council discussed the need for the requested positions within the 2016 budget: Building Inspector, Administration position, 2 Police Officers and the technology position. Council wanted clarification on the need for the positions. Community Development experienced backup during the summer construction months and anticipates the same for a longer period of time in 2016 given the developments that have been approved. They would like to get someone on board and familiar with our process and system before the start of the busy construction time. The Administration position would be either a Communications position to assist with all forms of communication; Insights, Website, Facebook, Twitter, Press Releases and Public Education/information formats and programs. The other possibility is a Buildings and Grounds position responsible for managing all city facilities and grounds. The position would be responsible for managing all maintenance contracts and proactively maintaining our facilities. Clarification was made that the 2 Patrol positions were not just to fulfill the Team Policing proposal, but instead to deal with backfills for retirements and departures. The technology position would primarily be responsible for maintain the technology within the Police Department. Due to the ever increasing needs and technology the Department utilizes one staff position almost full time right now, which does not allow the position to get to other parts of the operations.

5. TRANSPORTATION FUNDING

Lynch reviewed the number, size and budgeted amounts for transportation that the City would be facing within the next 5 years. The Pavement Management Program is already \$4million dollars behind the need to keep pace with the repairs and replacements needed. In addition, the City is expected to pay their faire share of the County roads improvements costs and pay a share for the new roads in the Northwest area that will complete more major east/west connections across the city. Lynch reviewed the Franchise Fee funding discussion held previously when discussing funding the Park Capital Replacement program. Council determined that it was not a good way to help fund road construction/reconstruction. Council then focused on the possibility of a sales tax to help generate additional funding dedicated to offset costs for regional transportation. Council requested Lynch research the process for establishing a local sales tax, what might possibly be generated and the timeframes it would take to do so.

6. **ADJOURN:** Motion by Piekarski-Krech, seconded by Mueller to adjourn the meeting. Motion was carried unanimously at 9:26 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, DECEMBER 7, 2015 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in work session on Monday, December 7, 2015 in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Clerk Tesser, Community Development Director Link, Finance Director Smith, Public Works Director Thureen, Parks and Recreation Director Carlson, Assistant City Engineer Dodge, Fire Chief Thill and Police Chief Stanger.

2. **2016 BUDGET – FINAL REVIEW**

Finance Director, Kristi Smith presented the final review of the 2016 Budget before the December 14, 2015 meeting where staff will ask for final approval. Ms. Smith stated that per Council's request the budget was adjusted. There is \$91,000 in additional cuts that were made per Councilmember Bartholomew's request. The other adjustments were the Fire Department budget was increased by \$20,500 for conferences and seminars but offset the Intergovernmental Revenues so the impact would be zero. The VMCC Capital Outlay of \$580,300, exclude roof/solar and Central Equipment Capital Outlay of \$839,500 were incorporated into the budget.

Mr. Smith stated that at the last workshop in November, the comments regarding the uses of Host Community Fund dollars, Ehlers drafted a memo to respond to those comments. She explained that general fund's reliance on the Host Community Fund of \$300,000 to \$400,000 would be difficult and make it less likely to reduce the reliance in the future which she hopes becomes zero. In the past the city has used the fund to help with deficits. To plan on increasing the reliance could look like it's a long-term action. Ms. Smith discussed the bond rating process and the impact the action could have on future bond ratings from agencies.

Ultimately, Ms. Smith would like to have a policy in place for specific uses of the fund and the cash balances that the city would like to see prior to any changes in that transfer. And along with the policy, draft an acceptable cash balance policy to decrease the general budget reliance.

Ms. Smith went over the Council's past questions regarding the Technology Budget. The Technology Replacement Schedule was provided to the council that outlined the hardware but no software schedule was provided.

Ms. Smith stated that the preliminary tax rates for other entities were provided at the end of the memo. Ultimately, she stated with the changes on Page 5 Exhibit D we are looking at base and additions and additional 2% increase from 2015.

Ms. Smith stated that the fiscal disparities information received is the most accurate according to Dakota County. Ms. Smith explained that she expects the rate to change. She stated the tax capacity rate was 4.96% with a 3.05% increase in the tax rate for an increase of only 2%.

Councilmember Piekarski Krech asked about the Department budget additions on page 3. Councilmember Piekarski Krech stated that she wanted the Duty Crew program to start in January. City Administrator Lynch stated that was the plan however the fund transfer only allows it to start in March 1.

Councilmember Mueller asked when the Duty Crew will start. City Administrator Lynch stated, that it was the intention for it to start January 1, 2016. The budget amount pushed it to May 1, 2016. My understanding he stated, is that we have been working with the Fire Chief to get the program started as soon as we can.

Councilmember Piekarski Krech stated there are 65 firefighters that are trying to plan their lives and need this figured out. She stated we either say we're going to do it or we don't. Mayor Tourville asked the Fire Chief to state whether she is ready to start the program sooner.

Fire Chief Thill stated she is ready to start on January 1, 2016. Ms. Thill stated she wasn't sure if the funds would be in the budget for it to start in January through the proposed March start date. Councilmember Piekarski Krech stated they we need to move money into the FD Fund.

Councilmember Piekarski Krech stated that the city needs to be fiscally responsible and that she feels another \$100,000 needs to be cut with the proposed additional positions. Councilmember Piekarski Krech stated that according to an article she read in the Pioneer Press the City of Inver Grove Heights is only 8 out of 856 cities that are adding staff. Most cities are just doing the bread and butter things so she feels that another \$100,000 can be taken out of the budget. She stated we are already adding 4-5 new positions maybe we move that down to less. She stated infrastructure and public safety is important. Councilmember Piekarski Krech further stated that we are relying too much on the Host Community Fund as Ms. Smith stated.

Mayor Tourville stated if we don't use the Host Community Fund than what's the point of collecting the money. We can just have less landfills. Councilmember Piekarski Krech stated it's okay to use the money sometimes.

Mayor Tourville asked for the council to provide staff with guidance on what to do. Councilmember Bartholomew asked that we look at improving infrastructure; we keep the two new police officer positions and stated we need an additional inspector. We can't get by without the inspector with these additional developments. Councilmember Piekarski Krech stated that other cities are still doing more with less. She stated some of the positions are a nice want but not a need. Mayor Tourville asked which positions are those. The Council discussed the Fire Department at length. Mayor Tourville stated we need to make a decision by next week. Councilmember Bartholomew asked Ms. Smith the dollar amount for the duty crews to start on January 1, 2016. Ms. Smith stated \$31,300 to start January 1, 2016. Ms. Smith stated that the

Fire Department would like to use \$15,500 of unspent 2015 funds to start the Duty Crew 3/1/2016. The Council discussed providing the Fire Department with \$16,000.

The Council discussed the new positions in the proposed budget at length. Mr. Link discussed the importance of having the new inspector to start in April when building permits start coming in at a higher volume. Mr. Link discussed that advertising for the position in January-February like other cities do is important to get the best candidate pool. Mr. Lynch discussed the need of the city to have a Communication/Public Information Officer. He discussed the challenges with communicating in emergencies and importance of proactively communicating to residents.

Mr. Lynch discussed the second new position in the budget. The Facilities Management position would manage assets at the buildings and grounds. The position would be in charge of managing contracts for the buildings and all the city buildings: Parks, Community Center, Fire Department, City Hall, Public Works facility, etc. Councilmember Hark stated that the Communication position is not a need but a want. He inquired how managing the contracts and buildings are going now. Mr. Lynch stated currently, the Directors oversee the facility management and each Director oversees a different building. It is not the priority of the Department Heads and it's when and if they can fit it in. Mayor Tourville and Councilmember Piekarski Krech discussed their lack of support for the Communications position. City Administrator Lynch discussed why he believed the positions are needed. Mayor Tourville commented on acquiring facility management software. Councilmember Piekarski Krech stated that other staff may be interested in helping with communications. Councilmember Bartholomew would like to view a Communications job description and asked staff to demonstrate the need.

Ms. Smith stated that the savings of \$91,500 dropped the levy by 1%. Councilmember Bartholomew stated that the big drop was the increase in property values. Mayor Tourville asked for job descriptions of the Communication and Facility Management position. Councilmember Bartholomew stated we need to find \$38,000 to decrease the levy by 2%. Mayor Tourville feels that the value is in Communications and not the Asset Management position. City Administrator Lynch stated based on the comments he heard, he will remove the two Administration positions from the budget. Staff will work on a job description, and demonstrate the need and will bring it forward in 2017. Councilmember Piekarski Krech discussed the importance of facility management and road construction. Councilmember Bartholomew concurred that the Administration positions should be eliminated for 2016.

3. HEART SAFE COMMUNITY

Ms. Thill discussed a new concept called Heart Safe Communities. It's a movement to prepare citizens and organizations to recognize when someone is suffering a sudden cardiac arrest and how to respond. For example the program would help people become trained on CPR until an AED (Automated External Defibrillator) is there. Another aspect would be to trained people on

how to use the AED properly. Police and Fire are trained on CPR and AED but staff cannot always be everywhere. It would also help others know where defibrillators are located in the city.

Ms. Thill discussed that the state administers the program. She is asking council for buy-in with the program. Representatives from city staff would need to help put the program together. The City staff team would be the champion of the program. Staff would be made up of police, parks and recreation, administration, inspections and streets. Also, a part of the team would be community groups, businesses, clubs/groups, schools etc. The Community Team duties would be basic education, identify where work is needed, research funding resources, advertise initiatives and so on. Ms. Thill stated that this would create the need for staff time.

The potential activities would be a kick-off meeting, develop community presentations, advertise on the website/social media. It would mean a heart safe city designation. The program is based on a point system. The goal would be 800 heartbeats based on the city's population.

Chief Thill stated that she believes half of the points would already be received by the credits the department and community are already doing. Councilmember Piekarski Krech asked where the AED equipment is. Ms. Thill stated that she didn't have knowledge of that yet. She discussed the credits of having AED equipment at locations around the city. Mayor Tourville asked if the city needs a declaration. Ms. Thill stated in the negative. Councilmember Piekarski Krech asked that she find volunteers instead of taking city staff time. Mayor Tourville directed Ms. Thill on moving forward with the program. Mayor Tourville stated the heart safe community designation would make us a better community.

4. CITY PROPERTY DISPOSITION

City Administrator Lynch opened up the item. He stated this topic came about because a resident wanted to purchase city land adjacent to resident's property. During that conversation, Councilmember Hark asked about the process of disposing of city land and when we dispose of land. Mr. Lynch stated the city owns 131 different parcels of land but the majority can't be disposed of because of public purposes such as: drainage/utility, road way easements and conservation easements,

With that in mind, staff has selected 26 parcels that could be considered for property disposal. Some of the properties selected on Babcock are in the flood plain. Eventually it was thought those flood plain properties would be given to Parks. In 2001 a city disposal plan of real property was approved. Mr. Lynch stated since that time we have not disposed of land by the city. Occasionally, the city is asked about selling property to developers. Mr. Lynch discussed a group of viable options for sale. Mr. Lynch discussed the different ownership of parcels i.e. parks, EDA, streets etc. Mr. Lynch asked the council a variety of different questions such as whether to modify the 2001 policy, how many times do we look at selling property, specific questions regarding timing and processes.

He asked the Council do we allow public bids or allow the city to work individually with the developers. And what department is ultimately responsible for city property sale. Mr. Lynch asked the council to give direction to implement a best practice.

Councilmember Mueller stated that the questions should go back to the Parks Commission and EDA. He further asked where the money would go for the land sold.

City Attorney Kuntz answered that the council will direct staff where the monies should go. However, if the land sold is from park dedication lands then the monies have to go back to Parks. He also stated that in the past every 10-15 years the city would look at the property obtained and see if it remains as public purpose.

Councilmember Hark stated that he had some suggestions. He would like to look at the residential parcels that can help with the tax rolls. He said the city needs to decide if we look at using a broker and how to market that piece of property. Also, he declared that we need to make the policy broader. Councilmember Hark asked staff to come back to the council with changes to the policy.

City Attorney Kuntz discussed that changes of the policy do not have to get to the Planning Commission. But the property does have to go through to the Planning Commission to declare that it is excess city property. To be able to determine the sell, it shouldn't be contradictory to the comprehensive plan.

Councilmember Piekarski Krech declared that if we have no need for the land than we need to get rid of it so we can get it on the tax roll. Mayor Tourville directed staff to bring this back to the council at a later date.

Mayor Tourville directed staff and the city attorney to draft an updated policy along with suggestions on how to handle disposing of properties and then have it return to council.

5. 2016-090 RECON/60th STEET

Public Works Director, Mr. Thureen discussed and summarized that the council will be receiving two feasibility studies at the December 14th City Council Agenda. The project was split into three projects.

Mr. Dodge presented the three pavement management projects: Carleda Way, 60th Street Area and 62nd Street Area. The first project would be Carleda Way which includes full water main replacement, sanitary sewer replacement, street reconstruction, partial cul-de-sac at 63rd Street, storm sewer reconstruction and regional drainage improvements. Mr. Dodge stated that the 63rd Street and 64th Court is at 30 feet width and residents want to keep it at this width. Mr. Dodge discussed the 64th Court flooding issues including the bypass flow from Cahill Avenue,

undersized trunk to Bohrer Pond, trunk storm replacements, pond construction and property acquisition. Staff recommends a separate watershed feasibility study to look into the flooding issues. However, Mr. Dodge stated this is not in the project costs at this time but the cost would be over \$500,000. The Carleda neighborhood backyard ponding was also discussed. Mr. Dodge stated that if the watershed feasibility study was completed at the same time as the feasibility of Caleda Way that would be most efficient. The cost of the project would be around \$700,000 then the street reconstruction portion would be over \$1.4 million. There would be 28 properties at \$7,500 single family home assessment. Mr. Dodge stated that would only cover 23% of the costs.

Councilmember Piekarski Krech stated that we need to discuss all of the projects at one time. Further, we need to know how to get what needs to get done but in an inexpensive way.

Mr. Thureen stated that staff has been struggle with the funding problem and the appraisal threshold. We challenged our consultants to make the assessment affordable. Mr. Thureen stated that staff would look at a special taxing district and if there is an additional amount on top of that. The council discussed the future assessment amount at length.

Mr. Dodge summarized the Council's conversation which was to give direction to staff to continue with the special watershed area study to understand the impacts of Carleda and assist with the design of Carleda. Mr. Dodge discussed the impacts of the study to the budget including water upstream improvements to look at the downstream impacts. Councilmember Piekarski Krech stated that the council is going to have to look at approving a storm water feasibility study. Mayor Tourville committed on the cost of the numerous feasibility studies. Mr. Dodge clarified that the feasibility study for the storm water and street project is on hold and the watershed feasibility study would be first.

Mayor Tourville discussed notifying the neighborhood of the possible projects and future plans. City Attorney, Kuntz addressed that the project would not cover the drainage issues between the neighbors. Mr. Dodge stated that staff would allow for private funding for improving the flooding of areas on private property. Attorney Kuntz discussed possible results of ponding and piping.

Mr. Dodge summarized that the Carleda Way Truck feasibility study will go to the council for approval, he stated that the council's general consensus is that the roads need to be repaired. Staff will send out letters to the residents this week to notify them that they will be conducting a study.

Mr. Dodge discussed the 60th Street Area Reconstruction and Utility Improvements also included is Asher Ave 63rd St E. and 59th Ct. E. The utility improvements would be upgraded in this project. The street reconstruction type is a full street reconstruction, storm sewer reconstruction and water quality improvements would be completed. The full reconstruction is \$2.2 million dollars with a 50 year pavement design life. A partial reconstruction would be \$1.4

million with a 20 year pavement life. The sustainability roadway narrowing at 28 feet would be 175,000 in reduction in the initial project cost or \$32,000 reduction in life cycle costs (50 yr). Mr. Dodge discussed when he spoke to the residents regarding the options of keeping the streets at narrowing to 28 feet and discussed the negatives of not expanding the roads.

Mr. Dodge discussed the Asher Avenue extension at the north end and existing 1,150 foot dead-end street that starts on 60th Street and ends at Asher Avenue be built to current standards. Asher Avenue is a school property and could construct adequate sided cul-de-sac to help with emergency and maintenance operation vehicles. Mr. Dodge stated that staff has a meeting with the school district and adjacent neighbor to discuss the cul-de-sac expansion. There are 34 residents on said streets. Mr. Dodge stated that the streets were built in 1965 and water and sewer were connected in 1981.

The 60th Street Area Utility Improvements total project cost would be \$244,000. The Street reconstruction is \$2.3 million. Mr. Dodge stated this is 52 properties; the special benefit analysis is \$9,000 single family home. The total assessment is only 22% of the project costs. Mr. Dodge discussed the summary of public comments presented. This street was platted on 1968-1973. The majority of the residents were in consensus that the roads needed repair but there were no resident consensus on how to do so.

Council and staff discussed developing a process to outline where there is support of road improvements in the city so road improvements get done for those neighborhoods that want road improvements. Mr. Thureen stated if the threshold can't be funded then maybe staff develops another way to go about street improvements instead of the current process.

6. MISCELLANEOUS

Mayor Tourville discussed the letter the council asked that staff draft to Dakota County regarding the Pine Bend Area study. Mayor Tourville stated that the county will come to the city to ask for city support in the process including the study results.

Mr. Thureen asked that the council to wait to see the final study results. He further discussed the importance of the County and the City to be partners. He stated right now the county would come back at the January 6th work session study. The council discussed the issue at length and as a consensus the council agreed to have staff draft a letter to the county for approval at the December 14, 2015 council meeting. Councilmember Piekarski Krech asked that in the future the city have a joint meeting with Rosemount and the Dakota County.

6. **ADJOURN:** Motion by Piekarski Krech, seconded by Mueller to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 10:21pm.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: Januaary 11, 2016
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of December 9, 2015 to January 5, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending January 5, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$756,651.22
Debt Service & Capital Projects	466,799.75
Enterprise & Internal Service	142,826.54
Escrows	234,366.81
	<hr/>
Grand Total for All Funds	<u><u>\$1,600,644.32</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 December 9, 2015 to January 5, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING January 5, 2016**

WHEREAS, a list of disbursements for the period ending January 5, 2016 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	\$756,651.22
Debt Service & Capital Projects	466,799.75
Enterprise & Internal Service	142,826.54
Escrows	234,366.81
 Grand Total for All Funds	 <u><u>\$1,600,644.32</u></u>

Adopted by the City Council of Inver Grove Heights this 11th day of January, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	524563/5	12/23/2015	501126	101.43.5100.442.60065	88.98
ACME TOOLS	3804361	12/16/2015	13903	101.42.4200.423.60040	389.00
AFSCME COUNCIL 5	INV0048189	12/11/2015	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	33.04
AFSCME COUNCIL 5	INV0048190	12/11/2015	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	756.69
AFSCME COUNCIL 5	INV0048191	12/11/2015	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	86.00
AIR MECHANICAL, INC.	12/11/15	12/23/2015	PL 2015-1977	101.45.0000.3222000	92.80
ALADTEC, INC.	12308	12/30/2015	12/4/15	101.42.4200.423.30700	3,900.00
ASPEN MILLS	173615	12/09/2015	550771	101.42.4200.423.60045	109.90
ASPEN MILLS	173616	12/09/2015	550771	101.42.4200.423.60045	237.60
ASPEN MILLS	173617	12/09/2015	550771	101.42.4200.423.60045	215.80
BARNA, GUZY, & STEFFEN LTD	152849	12/23/2015	11/30/15	101.41.1100.413.30430	832.00
BARR ENGINEERING COMPANY	23190328.15-8	12/09/2015	2015 PROJECT REVIEWS AND STUDIES	101.43.5100.442.30300	1,297.00
BATTERIES PLUS	030-641653	12/09/2015	C-1034	101.42.4200.423.40042	226.13
BW FRAMING	12/8/15	12/16/2015	12/8/15	101.42.4000.421.50030	200.00
CA DEPT OF CHILD SUPPORT SERVIC	INV0048192	12/11/2015	MIGUEL GUADALAJARA FEIN/TAXPAYER ID: 416005251	101.203.2032100	279.69
CA DEPT OF CHILD SUPPORT SERVIC	INV0048628	12/24/2015	MIGUEL GUADALAJARA FEIN/TAXPAYER ID: 416005251	101.203.2032100	279.69
CALVERT, MICHELLE	12/28/15	12/30/2015	REIMBURSE JUNE-NOV PHONE	101.41.1100.413.50020	240.00
CENTURY LINK	11/19/15 651 455 9072 782	12/09/2015	651 455 9072 782	101.42.4200.423.50020	43.20
CLAREY'S SAFETY EQUIPMENT	163800	12/09/2015	090500	101.42.4200.423.60040	1,695.55
CLAREY'S SAFETY EQUIPMENT	164199	12/30/2015	090500	101.42.4200.423.60040	1,947.00
CLAREY'S SAFETY EQUIPMENT	164206	12/30/2015	090500	101.42.4200.423.60040	129.25
CLAREY'S SAFETY EQUIPMENT	164253	12/30/2015	090500	101.42.4200.423.60040	1,245.00
CLAREY'S SAFETY EQUIPMENT	164026	12/09/2015	090500	101.42.4200.423.60040	2,040.34
CLAREY'S SAFETY EQUIPMENT	164000	12/09/2015	090500	101.42.4200.423.60040	191.50
COMCAST	12/5/15 8772 10 591 0359526	12/23/2015	8772 10 591 0359526	101.42.4200.423.30700	10.53
COMCAST	11/19/15 8772 10 591 0024732	12/09/2015	8772 10 591 0024732	101.42.4200.423.30700	2.25
CRAWFORD DOOR SALES COMPANY	20891	12/16/2015	4373	101.42.4200.423.40040	169.25
CROWN LIFT TRUCKS	166122725	12/23/2015	11/18/15	101.44.6000.451.60040	399.00
CROWN LIFT TRUCKS	166122733	12/23/2015	11/18/15	101.44.6000.451.40040	6,039.36
CULLIGAN	11/30/15 157-98459100-6	12/16/2015	157-98459100-6	101.42.4200.423.60065	4.95
CULLIGAN	11/30/15 157-98459118-8	12/16/2015	157-98459118-8	101.42.4200.423.60065	72.15
DAKOTA AGGREGATES, LLC.	A6051263	12/16/2015	9021	101.43.5200.443.60016	168.12
DAKOTA AGGREGATES, LLC.	A6051665	12/23/2015	9021	101.43.5200.443.60016	548.48
DAKOTA CTY SHERIFF'S OFFICE	11/30/15	12/16/2015	TZD BANQUET	101.42.4000.421.50075	19.50
DAKOTA ELECTRIC ASSN	246837-9 12/15	12/09/2015	Invoice	101.44.6000.451.40020	473.80
DAKOTA ELECTRIC ASSN	250165-8 12/15	12/09/2015	Invoice	101.44.6000.451.40020	452.59
DAKOTA ELECTRIC ASSN	393563-2 12/15	12/09/2015	Invoice	101.44.6000.451.40020	164.12
DAKOTA ELECTRIC ASSN	426713-4 12/15	12/09/2015	Invoice	101.43.5400.445.40020	43.36
DAKOTA ELECTRIC ASSN	443054-2 12/15	12/09/2015	Invoice	101.44.6000.451.40020	10.38
DAKOTA ELECTRIC ASSN	109394-7 12/15	12/09/2015	Invoice	101.43.5400.445.40020	1,201.07
DANNER LANDSCAPING	12489	12/16/2015	11/28/15	101.43.5200.443.60016	16.00
EARL F ANDERSEN INC	109921	12/23/2015	4094	101.43.5200.443.40046	1,350.00
EFTPS	INV0048213	12/11/2015	FEDERAL WITHHOLDING	101.203.2030200	44,081.97
EFTPS	INV0048215	12/11/2015	MEDICARE WITHHOLDING	101.203.2030500	11,406.58
EFTPS	INV0048216	12/11/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	31,249.82
EFTPS	INV0048219	12/14/2015	FEDERAL WITHHOLDING	101.203.2030200	92.65
EFTPS	INV0048221	12/14/2015	MEDICARE WITHHOLDING	101.203.2030500	34.14
EFTPS	INV0048222	12/14/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	146.04
EFTPS	CM0001167	12/15/2015	FEDERAL WITHHOLDING	101.203.2030200	(851.19)
EFTPS	CM0001169	12/15/2015	MEDICARE WITHHOLDING	101.203.2030500	(98.84)
EFTPS	INV0048433	12/17/2015	FEDERAL WITHHOLDING	101.203.2030200	25.20
EFTPS	INV0048435	12/17/2015	MEDICARE WITHHOLDING	101.203.2030500	18.08
EFTPS	INV0048436	12/17/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	77.28
EFTPS	INV0048517	12/18/2015	MEDICARE WITHHOLDING	101.203.2030500	2.62
EFTPS	INV0048518	12/18/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	11.20
EFTPS	INV0048646	12/24/2015	FEDERAL WITHHOLDING	101.203.2030200	41,170.18
EFTPS	INV0048648	12/24/2015	MEDICARE WITHHOLDING	101.203.2030500	11,645.74
EFTPS	INV0048649	12/24/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	32,276.68
EFTPS	INV0048734	12/30/2015	MEDICARE WITHHOLDING	101.203.2030500	7.26
EFTPS	INV0048735	12/30/2015	SOCIAL SECURITY WITHHOLDING	101.203.2030400	31.00
EHLERS AND ASSOCIATES, INC.	2/4/16-2/5/16	12/16/2015	2016 PUBLIC FINANCE SEMINAR	101.41.2000.415.50080	280.00
ELAN CREDIT CARD	DEPARTMENT OF LABOR AND I	Elan 12/1	12/16/2015 Invoice	101.45.3300.419.50080	50.00
ELAN CREDIT CARD	NVFC Elan 12/15	12/16/2015	Invoice	101.42.4200.423.50070	90.00
ELAN CREDIT CARD	MINNESOTA GLOVE & SAFETY Elan 12/1	12/16/2015	Invoice	101.45.3300.419.60045	47.98
ELAN CREDIT CARD	OLD WORLD PIZZA Elan 12/15	12/16/2015	Invoice	101.42.4200.423.50075	17.27
ELAN CREDIT CARD	SAVAJAKEINC Elan 12/15	12/16/2015	Invoice	101.42.4200.423.60040	164.46
ELAN CREDIT CARD	EB SHOREVIEW-2012 IEC Elan 12/15	12/16/2015	Invoice	101.45.3300.419.50080	220.00
ELAN CREDIT CARD	INT'L CODE COUNCIL INC Elan 12/15	12/16/2015	Invoice	101.45.3300.419.50070	135.00
EMERGENCY RESPONSE SOLUTIONS	5345	12/23/2015	12/11/15	101.42.4200.423.60040	2,582.50
EMERGENCY RESPONSE SOLUTIONS	5270	12/09/2015	12/4/15	101.42.4200.423.60040	1,762.10
EMERGENCY RESPONSE SOLUTIONS	5271	12/09/2015	12/4/15	101.42.4200.423.60040	10,292.60
EMERGENCY RESPONSE SOLUTIONS	5272	12/09/2015	12/4/15	101.42.4200.423.60040	9,414.83
EMERGENCY RESPONSE SOLUTIONS	5273	12/09/2015	12/4/15	101.42.4200.423.60045	21,690.38
EMMONS & OLIVIER RESOURCES	00095-0047-9	12/30/2015	00095-0047	101.43.5100.442.30300	331.25
EYEMED	7951181	12/09/2015	11/22/15	101.203.2032700	228.46
FIRST IMPRESSION GROUP, THE	65488	12/16/2015	4363	101.42.4000.421.50030	260.00
FIRST IMPRESSION GROUP, THE	66006-P	12/30/2015	12/21/15	101.41.1100.413.50035	2,535.00
FIRSTSCRIBE	2467986	12/16/2015	12/1/15	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH (INV0048195	12/11/2015	HSA ELECTION-FAMILY	101.203.2032500	2,605.42
GENESIS EMPLOYEE BENEFITS ACH (INV0048196	12/11/2015	HSA ELECTION-SINGLE	101.203.2032500	2,849.67

GENESIS EMPLOYEE BENEFITS ACH (INV0048631	12/24/2015	HSA ELECTION-FAMILY	101.203.2032500	2,605.42
GENESIS EMPLOYEE BENEFITS ACH (INV0048632	12/24/2015	HSA ELECTION-SINGLE	101.203.2032500	2,779.67
GENESIS EMPLOYEE BENEFITS, INC IN684197	12/16/2015	10/1/15-10/31/15	101.42.4000.421.30550	23.50
GENESIS EMPLOYEE BENEFITS, INC IN684197	12/16/2015	10/1/15-10/31/15	101.44.6000.451.30550	16.00
GENESIS EMPLOYEE BENEFITS, INC IN684197	12/16/2015	10/1/15-10/31/15	101.45.3300.419.30550	7.50
GENESIS EMPLOYEE BENEFITS, INC IN684201	12/16/2015	10/1/15-10/31/15	101.42.4000.421.30550	40.00
GERTEN'S LANDSCAPING 9826	12/16/2015	10/27/15	101.43.5200.443.60016	164.70
HARDWOOD CREEK LUMBER, INC. 10126	12/16/2015	9/3/15	101.43.5100.442.60065	310.49
HAWK LABELING SYSTEMS 201626	12/16/2015	32291	101.42.4200.423.40042	104.35
IAFC MEMBERSHIP 82644 2016 RENEWAL	12/09/2015	RENEWAL IAFC ID:82644	101.42.4200.423.50070	234.00
ICMA RETIREMENT TRUST - 457 INV0048197	12/11/2015	ICMA-AGE <49 %	101.203.2031400	4,034.43
ICMA RETIREMENT TRUST - 457 INV0048198	12/11/2015	ICMA-AGE <49	101.203.2031400	4,447.30
ICMA RETIREMENT TRUST - 457 INV0048199	12/11/2015	ICMA-AGE 50+ %	101.203.2031400	1,344.78
ICMA RETIREMENT TRUST - 457 INV0048200	12/11/2015	ICMA-AGE 50+	101.203.2031400	4,097.61
ICMA RETIREMENT TRUST - 457 INV0048201	12/11/2015	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	76.62
ICMA RETIREMENT TRUST - 457 INV0048210	12/11/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	662.70
ICMA RETIREMENT TRUST - 457 INV0048211	12/11/2015	ROTH IRA (AGE 50 & OVER)	101.203.2032400	100.00
ICMA RETIREMENT TRUST - 457 INV0048633	12/24/2015	ICMA-AGE <49 %	101.203.2031400	3,823.84
ICMA RETIREMENT TRUST - 457 INV0048634	12/24/2015	ICMA-AGE <49	101.203.2031400	4,518.84
ICMA RETIREMENT TRUST - 457 INV0048635	12/24/2015	ICMA-AGE 50+ %	101.203.2031400	1,249.08
ICMA RETIREMENT TRUST - 457 INV0048636	12/24/2015	ICMA-AGE 50+	101.203.2031400	5,251.29
ICMA RETIREMENT TRUST - 457 INV0048637	12/24/2015	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	76.62
ICMA RETIREMENT TRUST - 457 INV0048644	12/24/2015	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	662.70
ICMA RETIREMENT TRUST - 457 INV0048645	12/24/2015	ROTH IRA (AGE 50 & OVER)	101.203.2032400	100.00
INFINITY WIRELESS 38027	12/09/2015	11/30/15	101.42.4200.423.40042	200.00
ING DIRECT INV0048217	12/14/2015	MSRS-HCSP	101.203.2032200	68,617.05
ING DIRECT INV0048218	12/14/2015	MSRS-HCSP	101.203.2032200	7,273.89
INNOVATIVE OFFICE SOLUTIONS 11/30/15	12/23/2015	11/30/15	101.41.1100.413.60065	15.69
INNOVATIVE OFFICE SOLUTIONS 11/30/15	12/23/2015	11/30/15	101.45.3300.419.60010	78.95
INVER GROVE FORD 11/25/15 94917	12/09/2015	94917	101.42.4000.421.70300	267.81
IUOE INV0048202	12/11/2015	UNION DUES IUOE	101.203.2031000	1,128.01
J.D. NELSON CONSTRUCTION LLC. 12/10/15	12/30/2015	GARBAGE REMOVAL	101.45.3000.419.30700	150.00
KEEPRS, INC 293842	12/30/2015	INVERGROHTPD	101.42.4000.421.60018	28.49
KEEPRS, INC 293842-01	12/30/2015	INVGROHTPD	101.42.4000.421.60018	256.49
KENISON, TERRI NOV. 15	12/09/2015	NOV. 2015	101.42.4200.423.30700	850.00
LELS INV0048203	12/11/2015	UNION DUES (LELS)	101.203.2031000	1,352.00
LELS SERGEANTS INV0048212	12/11/2015	UNION DUES (LELS SGT)	101.203.2031000	235.00
LEVANDER, GILLEN & MILLER P.A. 11/30/15 92000E	12/16/2015	92000E	101.42.4000.421.30410	16,791.29
LEVANDER, GILLEN & MILLER P.A. 81000E 11/15 Council Meetings	12/16/2015	Invoice	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A. 81000E 11/15 Engineering	12/16/2015	Invoice	101.43.5100.442.30420	2,885.00
LEVANDER, GILLEN & MILLER P.A. 81000E 11/15 Inspections	12/16/2015	Invoice	101.45.3300.419.30420	268.00
LEVANDER, GILLEN & MILLER P.A. 81000E 11/15 Mayor/CC	12/16/2015	Invoice	101.41.1000.413.30420	6,317.20
LEVANDER, GILLEN & MILLER P.A. 81000E 11/15 Parks	12/16/2015	Invoice	101.44.6000.451.30420	816.00
LEVANDER, GILLEN & MILLER P.A. 81000E 11/15 Planning	12/16/2015	Invoice	101.45.3200.419.30420	828.00
LEVANDER, GILLEN & MILLER P.A. 81000E 11/15 Public Works	12/16/2015	Invoice	101.43.5000.441.30420	24.00
LIFE SUPPORT INNOVATION 1139	12/09/2015	10/26/15	101.42.4200.423.60065	427.05
LOCAL GOVERNMENT INFORMATION : 41026	12/30/2015	106325	101.42.4000.421.70501	1,735.00
LOCAL GOVERNMENT INFORMATION : 41036	12/30/2015	111541	101.42.4200.423.30700	118.00
LOW VOLTAGE CONTRACTORS SOI.042337	12/09/2015	85892	101.41.1100.413.60018	295.00
MADISON NATIONAL LIFE INSURANCE 1193739	12/30/2015	JANUARY 2016	101.203.2031700	2,539.30
MARTIN-MCALLISTER 10132	12/30/2015	INV001	101.41.1100.413.30500	1,800.00
METROPOLITAN COUNCIL ENVIRON S NOVEMBER 2015	12/23/2015	NOVEMBER 2015	101.41.0000.3414000	(99.40)
MINNEAPOLIS OXYGEN CO. 171139982	12/23/2015	113504	101.42.4200.423.40042	52.80
MINNEAPOLIS OXYGEN CO. 171139983	12/23/2015	113504	101.42.4200.423.40042	52.80
MINNESOTA DEPARTMENT OF HUMAN INV0048193	12/11/2015	JOEL JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN INV0048194	12/11/2015	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	300.41
MINNESOTA DEPARTMENT OF HUMAN INV0048629	12/24/2015	JOEL JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN INV0048630	12/24/2015	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	300.41
MLLPS - LABOR LAW POSTER SERVICE A12933222105	12/09/2015	2015-11-03 A12933222105	101.41.1100.413.50025	65.00
MN BCA/CRIMINAL JUSTICE TRAINING 33949-111915POR	12/16/2015	11/19/15	101.42.4000.421.50080	25.00
MN DEPT OF LABOR & INDUSTRY NOVEMBER 2015	12/10/2015	NOVEMBER 2015	101.207.2070100	1,090.68
MN DEPT OF LABOR & INDUSTRY NOVEMBER 2015	12/10/2015	NOVEMBER 2015	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE INV0048214	12/11/2015	STATE WITHHOLDING	101.203.2030300	17,326.72
MN DEPT OF REVENUE INV0048220	12/14/2015	STATE WITHHOLDING	101.203.2030300	45.31
MN DEPT OF REVENUE CM0001168	12/15/2015	STATE WITHHOLDING	101.203.2030300	(254.21)
MN DEPT OF REVENUE INV0048434	12/17/2015	STATE WITHHOLDING	101.203.2030300	13.48
MN DEPT OF REVENUE 15-Nov CR	12/21/2015	Invoice	101.207.2070300	(0.31)
MN DEPT OF REVENUE 15-Nov	12/21/2015	Invoice	101.207.2070300	61.46
MN DEPT OF REVENUE INV0048647	12/24/2015	STATE WITHHOLDING	101.203.2030300	16,710.81
MN LIFE INSURANCE CO DECEMBER 2015	12/09/2015	0027324	101.203.2030900	2,904.60
MN LIFE INSURANCE CO DECEMBER 2015	12/09/2015	0027324	101.44.6000.451.20620	(11.39)
MN STATE FIRE CHIEFS ASSOCIATION 200000683	12/09/2015	11/30/15	101.42.4200.423.50080	215.00
MSFCA 200000698	12/16/2015	12/3/15	101.42.4200.423.50080	210.00
NATURE CALLS, INC. 24417	12/23/2015	OCTOBER 2015	101.44.6000.451.40065	1,801.80
NPELRA JANNETTO32820 2016	12/23/2015	2016 MEMBERSHIP	101.41.1100.413.50070	200.00
OXYGEN SERVICE COMPANY, INC 07934244	12/16/2015	04394	101.42.4000.421.60065	128.20
OXYGEN SERVICE COMPANY, INC 03326024	12/16/2015	04394	101.42.4000.421.60065	24.00
PCI ROADS 8176	12/16/2015	11/25/15	101.43.5200.443.60016	2,463.88
PERA INV0048204	12/11/2015	PERA COORDINATED PLAN	101.203.2030600	32,688.16
PERA INV0048205	12/11/2015	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,514.55
PERA INV0048206	12/11/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA INV0048207	12/11/2015	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA INV0048208	12/11/2015	PERA POLICE & FIRE PLAN	101.203.2030600	14,219.93
PERA INV0048209	12/11/2015	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	21,329.93
PERA CM0001165	12/15/2015	PERA POLICE & FIRE PLAN	101.203.2030600	(368.08)
PERA CM0001166	12/15/2015	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	(552.12)
PERA INV0048431	12/17/2015	PERA COORDINATED PLAN	101.203.2030600	81.02
PERA INV0048432	12/17/2015	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	6.23
PERA INV0048515	12/18/2015	PERA COORDINATED PLAN	101.203.2030600	11.74
PERA INV0048516	12/18/2015	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	0.90
PERA INV0048638	12/24/2015	PERA COORDINATED PLAN	101.203.2030600	31,358.70
PERA INV0048639	12/24/2015	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,412.26

PERA	INV0048640	12/24/2015	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0048641	12/24/2015	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA	INV0048642	12/24/2015	PERA POLICE & FIRE PLAN	101.203.2030600	13,096.57
PERA	INV0048643	12/24/2015	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	19,644.85
PETTY CASH - POLICE	12/9/15	12/09/2015	PETTY CASH REQUEST	101.42.4000.421.50030	24.98
PETTY CASH - POLICE	12/9/15	12/09/2015	PETTY CASH REQUEST	101.42.4000.421.50075	55.31
PETTY CASH-WF PURCHASE CARD	FE ADAM WIEDERHOEFT WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.60045	577.00
PETTY CASH-WF PURCHASE CARD	FE BENNETT MADSEN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50065	20.00
PETTY CASH-WF PURCHASE CARD	FE BENNETT MADSEN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	20.05
PETTY CASH-WF PURCHASE CARD	FE BENNETT MADSEN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	7.80
PETTY CASH-WF PURCHASE CARD	FE BENNETT MADSEN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	16.77
PETTY CASH-WF PURCHASE CARD	FE BENNETT MADSEN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	14.66
PETTY CASH-WF PURCHASE CARD	FE BENNETT MADSEN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	27.67
PETTY CASH-WF PURCHASE CARD	FE BENNETT MADSEN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	9.64
PETTY CASH-WF PURCHASE CARD	FE CARRIE ISAACSON WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	31.05
PETTY CASH-WF PURCHASE CARD	FE CARRIE ISAACSON WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	31.05
PETTY CASH-WF PURCHASE CARD	FE KRISTI SMITH WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50075	15.00
PETTY CASH-WF PURCHASE CARD	FE MIGUEL GUADALAJARA WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50065	38.31
PETTY CASH-WF PURCHASE CARD	FE MIGUEL GUADALAJARA WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	22.40
PETTY CASH-WF PURCHASE CARD	FE MIGUEL GUADALAJARA WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	23.74
PETTY CASH-WF PURCHASE CARD	FE MIGUEL GUADALAJARA WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	19.46
PETTY CASH-WF PURCHASE CARD	FE MIGUEL GUADALAJARA WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50080	21.05
PETTY CASH-WF PURCHASE CARD	FE SHANNON BATTLES WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	220.80
PETTY CASH-WF PURCHASE CARD	FE SHANNON BATTLES WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	10.93
PETTY CASH-WF PURCHASE CARD	FE SHANNON BATTLES WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	32.20
PETTY CASH-WF PURCHASE CARD	FE TRENT ANDERSON WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50065	25.14
PETTY CASH-WF PURCHASE CARD	FE WILLIAM SCHROEPFER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	38.87
PETTY CASH-WF PURCHASE CARD	FE WILLIAM SCHROEPFER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	35.88
PETTY CASH-WF PURCHASE CARD	FE WILLIAM SCHROEPFER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	21.85
PETTY CASH-WF PURCHASE CARD	FE WILLIAM SCHROEPFER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	26.91
PETTY CASH-WF PURCHASE CARD	FE CARRIE ISAACSON WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	24.15
PETTY CASH-WF PURCHASE CARD	FE DENNIS HAUGLAND WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50075	12.99
PETTY CASH-WF PURCHASE CARD	FE DENNIS HAUGLAND WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50075	11.91
PETTY CASH-WF PURCHASE CARD	FE JANET SHEFCHIK WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50035	41.05
PETTY CASH-WF PURCHASE CARD	FE JANET SHEFCHIK WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.60065	48.77
PETTY CASH-WF PURCHASE CARD	FE JESSICA BILLMEYER WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.60045	402.38
PETTY CASH-WF PURCHASE CARD	FE KIM FOX WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1000.413.50075	82.50
PETTY CASH-WF PURCHASE CARD	FE KRISTI SMITH WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50075	15.00
PETTY CASH-WF PURCHASE CARD	FE KRISTI SMITH WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50075	15.00
PETTY CASH-WF PURCHASE CARD	FE MONICA BELLEISLE WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4200.423.50065	57.38
PETTY CASH-WF PURCHASE CARD	FE MONICA BELLEISLE WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4200.423.50065	63.77
PETTY CASH-WF PURCHASE CARD	FE PATRICK SLOAN WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.60045	437.90
PETTY CASH-WF PURCHASE CARD	FE SHANNON BATTLES WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	55.32
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	19.55
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	2.88
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	5.75
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	7.48
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	18.97
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	19.55
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	18.97
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	6.90
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	7.48
PETTY CASH-WF PURCHASE CARD	FE SHELLEY CALVERT WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.1100.413.50065	19.55
PETTY CASH-WF PURCHASE CARD	FE TRENT ANDERSON WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.42.4000.421.50065	25.14
PETTY CASH-WF PURCHASE CARD	FE WILLIAM SCHROEPFER WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	32.89
PETTY CASH-WF PURCHASE CARD	FE WILLIAM SCHROEPFER WF OOP 11/15	12/16/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	24.15
PETTY CASH-WF PURCHASE CARD	FE NOVEMBER 2015	12/14/2015	WF PURCHASE CARD FEES	101.41.2000.415.70440	(99.12)
PETTY CASH-WF PURCHASE CARD	FE KRISTI SMITH WF OOP 9/15	09/30/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50065	175.95
PETTY CASH-WF PURCHASE CARD	FE KRISTI SMITH WF OOP 9/15	09/30/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50075	347.90
PETTY CASH-WF PURCHASE CARD	FE KRISTI SMITH WF OOP 9/15	09/30/2015	Wells Fargo Out of Pocket Reimbursements	101.41.2000.415.50075	347.90
PLUNKETT'S PEST CONTROL	4421243	12/09/2015	2073675	101.42.4200.423.30700	266.76
RESCUEPAX, LLC	202	12/23/2015	12/8/15	101.42.4200.423.30700	2,700.00
SCHERFF INC	12/8/15	12/23/2015	12/8/15	101.43.5200.443.40046	1,085.00
SENSIBLE LAND USE COALITION	12/15/15	12/23/2015	REGISTER - A. HUNTING	101.45.3200.419.50080	40.00
SETS DESIGN INC.	14166	12/16/2015	12/4/15	101.42.4000.421.50030	310.43
SHERWIN-WILLIAMS	6975-6	12/23/2015	6682-5453-5	101.43.5200.443.60016	302.09
SHORT ELLIOTT HENDRICKSON, INC.	306263	12/30/2015	4340	101.43.5100.442.30300	1,288.62
SHORT ELLIOTT HENDRICKSON, INC.	307464	12/30/2015	4340	101.43.5100.442.30300	1,322.71
SOUTH METRO SPORTS	11/18/15	12/16/2015	SWEATSHIRTS	101.43.5200.443.60045	42.00
SOUTH ST PAUL ANIMAL HOSPITAL	NOVEMBER 2015	12/09/2015	NOVEMBER 2015	101.42.4000.421.70501	2,394.94
SPRINT	842483314-169	12/23/2015	Invoice	101.41.1000.413.50020	69.98
SPRINT	842483314-169	12/23/2015	Invoice	101.41.1100.413.50020	69.98
SPRINT	842483314-169	12/23/2015	Invoice	101.41.2000.415.50020	34.99
SPRINT	842483314-169	12/23/2015	Invoice	101.42.4000.421.50020	34.99
SPRINT	842483314-169	12/23/2015	Invoice	101.42.4200.423.50020	34.99
SPRINT	842483314-169	12/23/2015	Invoice	101.43.5000.441.50020	34.99
SPRINT	842483314-169	12/23/2015	Invoice	101.44.6000.451.50020	34.99
SPRINT	842483314-169	12/23/2015	Invoice	101.45.3000.419.50020	34.99
ST PAUL STAMP WORKS INC	347999	12/09/2015	11/20/15	101.42.4200.423.60045	385.59
STRAIGHT RIVER MEDIA	1303	12/30/2015	JAN-FEB 2016	101.41.1100.413.50032	900.00
STREAMLINE DESIGN INC	36023	12/30/2015	12/18/15	101.42.4200.423.60045	4,136.68
T MOBILE	11/8/15	12/09/2015	494910368	101.43.5100.442.50020	49.99
THOMSON REUTER - WEST	8330061888	12/16/2015	11/1/15-11/30/15	101.42.4000.421.30700	181.00
TOTAL CONSTRUCTION & EQUIP.	66272	12/23/2015	CIT001	101.44.6000.451.40047	106.98
TRANS ALARM INC	FP2015-1030	12/09/2015	JOB	101.42.0000.3222500	59.00
TRI-COUNTY LAW ENFORCEMENT AS	12/20/15	12/30/2015	ANNUAL DUES 2015	101.42.4000.421.50070	75.00
U OF M	2110000395	12/30/2015	5027611	101.43.5000.441.50080	245.00
UNIFIRST CORPORATION	090 0282329	12/23/2015	090 0282329	101.43.5200.443.60045	32.20
UNIFIRST CORPORATION	090 0282329	12/23/2015	090 0282329	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0280281	12/16/2015	090 0280281	101.43.5200.443.60045	32.20
UNIFIRST CORPORATION	090 0280281	12/16/2015	090 0280281	101.44.6000.451.60045	30.87
UNIFIRST CORPORATION	090 0281310	12/23/2015	090 0281310	101.43.5200.443.60045	32.20

UNIFIRST CORPORATION	090 0281310	12/23/2015	090 0281310	101.44.6000.451.60045	32.74
UNIFORMS UNLIMITED	12128-1	12/09/2015	2587-2	101.42.4000.421.60045	235.90
UNIFORMS UNLIMITED	12388-1	12/09/2015	2588-2	101.42.4000.421.60045	46.99
UNITED RENTALS (NORTH AMERICA),	133348829-001	12/23/2015	11/24/15	101.43.5200.443.40050	338.00
UNITED RENTALS (NORTH AMERICA),	133652607-001	12/23/2015	12/8/15	101.43.5200.443.40050	338.00
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.42.4000.421.50020	1,218.01
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.42.4200.423.50020	673.64
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.43.5000.441.50020	52.45
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.43.5100.442.50020	341.85
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.43.5200.443.50020	340.35
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.44.6000.451.50020	547.18
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.45.3000.419.50020	51.14
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	101.45.3300.419.50020	262.38
XCEL ENERGY	481276400	12/23/2015	Invoice	101.43.5200.443.40020	1,866.63
XCEL ENERGY	481276400	12/23/2015	Invoice	101.43.5400.445.40020	9,517.79
XCEL ENERGY	481459964	12/23/2015	Invoice	101.43.5400.445.40020	788.36
XCEL ENERGY	481476094	12/23/2015	Invoice	101.42.4200.423.40010	748.05
XCEL ENERGY	481476094	12/23/2015	Invoice	101.42.4200.423.40020	995.74
XCEL ENERGY	482016838	12/23/2015	Invoice	101.44.6000.451.40010	311.87
XCEL ENERGY	482016838	12/23/2015	Invoice	101.44.6000.451.40020	993.74
XCEL ENERGY	482209645	12/23/2015	Invoice	101.42.4000.421.40042	40.89

Fund: 101 - GENERAL FUND

628,183.18

BENGTSON, NICOLE	12/22/15	12/30/2015	REIMBURSEMENT - DECEMBER 2015	201.44.1600.465.50065	25.07
BENGTSON, NICOLE	12/22/15	12/30/2015	REIMBURSEMENT - DECEMBER 2015	201.44.1600.465.50075	12.84
BENGTSON, NICOLE	12/22/15	12/30/2015	REIMBURSEMENT - DECEMBER 2015	201.44.1600.465.60010	34.27
BENGTSON, NICOLE	12/3/15	12/09/2015	REIMBURSE-CVB	201.44.1600.465.50065	45.72
BENGTSON, NICOLE	12/3/15	12/09/2015	REIMBURSE-CVB	201.44.1600.465.50075	41.10
ENSEMBLE CREATIVE & MARKETING	IGH102915	12/09/2015	OCTOBER 2015	201.44.1600.465.50025	2,651.23
ENSEMBLE CREATIVE & MARKETING	IGH102315	12/09/2015	NOVEMBER 2015	201.44.1600.465.50025	1,893.99
EXPLORE MINNESOTA TOURISM	203	12/30/2015	2016 METRO MARKETING AGREEMENT	201.44.1600.465.50025	4,500.00
MICROTEL INN & SUITES	12/6/15	12/30/2015	CONTEST WINNER VON WALD, JENNY	201.44.1600.465.50025	103.62
MINNESOTA ASSOCIATION OF CONVE	170	12/30/2015	2016 ANNUAL DUES	201.44.1600.465.50070	355.00
RIVER HEIGHTS CHAMBER OF COMMI	6659	12/30/2015	12/14/15	201.44.1600.465.50020	100.00
RIVER HEIGHTS CHAMBER OF COMMI	6659	12/30/2015	12/14/15	201.44.1600.465.50035	13.58
RIVER HEIGHTS CHAMBER OF COMMI	6659	12/30/2015	12/14/15	201.44.1600.465.60010	22.68
RIVER HEIGHTS CHAMBER OF COMMI	6663	12/30/2015	DECEMBER 2015	201.44.1600.465.30700	1,750.00
RIVER HEIGHTS CHAMBER OF COMMI	6663	12/30/2015	DECEMBER 2015	201.44.1600.465.40065	200.00

Fund: 201 - C.V.B. FUND

11,749.10

CAMPBELL, MARY	11/30/15	12/16/2015	REFUND - HOLIDAY PARTY	204.227.2271000	14.00
IGH SENIOR CLUB	12/2/15	12/16/2015	NOVEMBER 2015	204.227.2271000	240.00
IGH/SSP COMMUNITY EDUCATION	12/2/15	12/16/2015	SENIOR TRIP/NEWSLETTER	204.227.2271000	2,054.00
MAYER ARTS INC	2821	12/16/2015	WISH UPON A BALLET	204.44.6100.452.30700	376.00
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	204.207.2070300	303.36
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	204.44.6100.452.50020	75.12

Fund: 204 - RECREATION FUND

3,062.48

AQUA LOGIC, INC.	44281	12/16/2015	11/20/15	205.44.6200.453.40040	4,582.92
BIEBERT, CLAUDIA	10/29/15	12/16/2015	REIMBURSE - AEA TRAINING	205.44.6200.453.50080	59.00
COMMON SENSE BUILDING SERVICES	37238	12/16/2015	NOVEMBER 2015	205.44.6200.453.40040	6,767.85
DORNFIELD, MARK	12/22/15	12/30/2015	EVENT 1/2/15	205.44.6200.453.30700	70.00
GORTER, SARAH	11/5/15	12/16/2015	REIMBURSE-SPICES	205.44.6200.453.60065	5.98
INNOVATIVE OFFICE SOLUTIONS	11/30/15	12/23/2015	11/30/15	205.44.6200.453.40040	24.99
INNOVATIVE OFFICE SOLUTIONS	11/30/15	12/23/2015	11/30/15	205.44.6200.453.60065	48.05
KENNEDY & GRAVEN	128994	12/23/2015	128994	205.44.6200.453.30420	1,007.50
M & J SERVICES, LLC	1371	12/18/2015	12/30/15	205.44.6200.453.80300	43,113.30
MN DEPT OF HEALTH	2016 LICENSE NO. FBL-14926-10565	12/16/2015	FBL-14926-10565	205.44.6200.453.50070	1,000.00
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	205.207.2070300	4,828.25
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	9.20
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	6.90
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	5.18
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	3.45
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	22.71
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	5.75
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	3.45
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	5.18
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	3.45
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	25.30
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	6.90
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	3.45
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	25.30
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	9.20
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	6.90
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	3.45
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	5.18
PETTY CASH-WF PURCHASE CARD FE RICK ROACH WF OOP 11/15		12/16/2015	Wells Fargo Out of Pocket Reimbursements	205.44.6200.453.50065	17.25
SLOAN, MARY	11/4/15	12/16/2015	REIMBURSE-AEA WORKSHOP	205.44.6200.453.50080	59.00
SWEENEY, BRIAN	12/22/15	12/30/2015	EVENT 1/2/15	205.44.6200.453.30700	70.00
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	205.44.6200.453.50020	85.22
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	205.44.6200.453.50020	24.00
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	205.44.6200.453.50020	24.04
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	205.44.6200.453.50020	48.28
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	205.44.6200.453.50020	85.22
XCEL ENERGY	482016838	12/23/2015	Invoice	205.44.6200.453.40010	2,424.77
XCEL ENERGY	482016838	12/23/2015	Invoice	205.44.6200.453.40010	5,357.63
XCEL ENERGY	482016838	12/23/2015	Invoice	205.44.6200.453.40020	13,514.58
XCEL ENERGY	482016838	12/23/2015	Invoice	205.44.6200.453.40020	10,239.10

Fund: 205 - COMMUNITY CENTER

93,640.08

EDAM	1/21/16	12/30/2015	2016 WINTER CONFERENCE REGISTRATION	290.45.3000.419.50080	255.00
EHLERS AND ASSOCIATES, INC.	12/23/15	12/23/2015	REGISTRATION - T. LINK	290.45.3000.419.50080	280.00
LANDMARK ENVIRONMENTAL, LLC	15066.02-1	12/30/2015	6840 DIXIE	290.45.3000.419.30700	9,988.38
LANDMARK ENVIRONMENTAL, LLC	15084.01-1	12/30/2015	MCPHILLIPS	290.45.3000.419.30700	2,800.00
LANDMARK ENVIRONMENTAL, LLC	15066.03-1	12/30/2015	6840 DIXIE	290.45.3000.419.30700	3,625.00
LANDMARK ENVIRONMENTAL, LLC	15066.01-1	12/30/2015	6840 DIXIE	290.45.3000.419.30700	2,600.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 EDA	12/16/2015	Invoice	290.45.3000.419.30420	120.00
RIVER HEIGHTS CHAMBER OF COMMI	6192	12/23/2015	2016 MEMBERSHIP	290.45.3000.419.50070	174.00
RIVER HEIGHTS CHAMBER OF COMMI	6280	12/23/2015	2016 MEMBERSHIP	290.45.3000.419.50070	174.00
Fund: 290 - EDA					20,016.38
METROPOLITAN COUNCIL ENVIRON S	NOVEMBER 2015	12/23/2015	NOVEMBER 2015	404.217.2170000	9,940.00
Fund: 404 - SEWER CONNECTION FUND					9,940.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Prj #2009-01 Roundabout Hw	12/16/2015	Invoice	429.72.5900.729.30420	951.50
Fund: 429 - 2009 IMPROVEMENT FUND					951.50
PALDA AND SONS, INC.	PAY VO. NO. 6	12/09/2015	CITY PROJECT NO. 2015-09E	435.73.5900.735.80300	3,850.03
Fund: 435 - 2015 IMPROVEMENT FUND					3,850.03
AMERICAN ENGINEERING TESTING, IN	69641	12/09/2015	INV001	440.74.5900.740.30300	2,628.50
DCA TITLE	A15-68984	12/30/2015	12/10/15	440.74.5900.740.30700	540.00
DCA TITLE	35107	12/30/2015	20-67602-01-010	440.74.5900.740.30700	400.00
DCA TITLE	35109	12/30/2015	20-67602-01-020	440.74.5900.740.30700	400.00
DCA TITLE	35111	12/30/2015	20-67602-02-010	440.74.5900.740.30700	400.00
DCA TITLE	35114	12/30/2015	20-676002-02-020	440.74.5900.740.30700	400.00
DCA TITLE	35115	12/30/2015	20-03210-82-040	440.74.5900.740.30700	400.00
DCA TITLE	35126	12/30/2015	20-03210-81-011	440.74.5900.740.30700	400.00
DCA TITLE	35127	12/30/2015	20-42500-01-010	440.74.5900.740.30700	400.00
DCA TITLE	35128	12/30/2015	12/14/15	440.74.5900.740.30700	400.00
DCA TITLE	35140	12/30/2015	20-19500-03-110	440.74.5900.740.30700	400.00
DCA TITLE	35143	12/30/2015	20-19500-03-090	440.74.5900.740.30700	400.00
EMMONS & OLIVIER RESOURCES	00095-0050-1	12/09/2015	00095-0050	440.74.5900.740.30300	915.50
KIMLEY-HORN & ASSOCIATES, INC.	7218814	12/09/2015	160509027.3	440.74.5900.740.30300	34,310.80
KIMLEY-HORN & ASSOCIATES, INC.	7310523	12/30/2015	160509021.3	440.74.5900.740.30300	9,526.74
KIMLEY-HORN & ASSOCIATES, INC.	7331380	12/30/2015	160509027.3	440.74.5900.740.30700	6,112.23
KIMLEY-HORN & ASSOCIATES, INC.	7331384	12/30/2015	160509029.3	440.74.5900.740.30300	36,735.63
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1409D College Trail Recon I	12/16/2015	Invoice	440.74.5900.740.30420	119.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1509E 47th St Recon - Impr	12/16/2015	Invoice	440.74.5900.740.30420	261.70
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1609D-Impr Prj 60th St Rec	12/16/2015	Invoice	440.74.5900.740.30420	407.50
METZEN REALTY, INC.	10	12/09/2015	CITY PROJECT NO. 2016-09D	440.74.5900.740.30700	12,000.00
PALDA AND SONS, INC.	PAY VO. NO. 6	12/09/2015	CITY PROJECT NO. 2015-09E	440.74.5900.740.80300	61,852.72
S. M. HENTGES & SONS, INC.	FINAL PAY VO. NO. 9	12/09/2015	CITY PROJECT NO. 2014-09D	440.74.5900.740.80300	1,000.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					170,410.32
BARR ENGINEERING COMPANY	23190328.15-8	12/09/2015	2015 PROJECT REVIEWS AND STUDIES	446.74.5900.746.30300	457.50
BOLTON & MENK, INC.	0184542	12/30/2015	T18.108658	446.74.5900.746.30300	5,770.50
BOLTON & MENK, INC.	0184542	12/30/2015	T18.108658	446.74.5900.746.30300	3,546.00
BOLTON & MENK, INC.	0184542	12/30/2015	t18.108658	446.74.5900.746.30300	1,277.00
BOLTON & MENK, INC.	0184542	12/30/2015	T18.108658	446.74.5900.746.30300	1,544.00
BOLTON & MENK, INC.	0185096	12/30/2015	T21.109315	446.74.5900.746.30300	360.00
BOLTON & MENK, INC.	0182666	12/16/2015	NWA TRUNK UTILITY	446.74.5900.746.30300	5,352.50
BOLTON & MENK, INC.	0182666	12/16/2015	NWA TRUNK UTILITY	446.74.5900.746.30300	4,900.00
BOLTON & MENK, INC.	0182666	12/16/2015	NWA TRUNK UTILITY	446.74.5900.746.30300	2,233.00
BRAUN INTERTEC CORPORATION	B046617	12/30/2015	I09213	446.74.5900.746.30340	869.00
DAKOTA CTY SHERIFF'S OFFICE	5001-2015EOP-1	12/30/2015	2015 EMERGENCY SERVICES MANAGEMENT	446.74.5900.746.50025	137.00
EMMONS & OLIVIER RESOURCES	00095-0043-19	12/30/2015	00095-0043	446.74.5900.746.50025	137.00
EVERGREEN LAND SERVICES	00-11462	12/30/2015	11/23	446.74.5900.746.30700	75.00
KIMLEY-HORN & ASSOCIATES, INC.	7218813	12/09/2015	160509026.3	446.74.5900.746.30300	78,800.44
KIMLEY-HORN & ASSOCIATES, INC.	7310525	12/30/2015	160509026.3	446.74.5900.746.30300	41,081.03
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1411-Impr Prj Argenta Trl	12/16/2015	Invoice	446.74.5900.746.30420	54.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1511-Impr Project	12/16/2015	Invoice	446.74.5900.746.30420	71.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1512-Impr Project	12/16/2015	Invoice	446.74.5900.746.30420	1,688.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1513-Impr Project	12/16/2015	Invoice	446.74.5900.746.30420	3,674.70
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 #1516-Impr Prj NWA Util	12/16/2015	Invoice	446.74.5900.746.30420	85.00
Fund: 446 - NW AREA					152,112.67
CITY OF WEST ST. PAUL	2015-0238	12/23/2015	3RD QTR	451.75.5900.751.30700	1,605.38
CUSTOM CHRISTMAS LIGHTING	10818	12/09/2015	11/24/15	451.44.6000.451.30700	2,190.00
JOEL CARLSON	12/15/15	12/30/2015	JANUARY 2016	451.75.5900.751.30700	1,000.00
PERNSTEINER CREATIVE GROUP, INC	111715-2	12/16/2015	CITYINV	451.44.6000.451.30700	5,079.00
Fund: 451 - HOST COMMUNITY FUND					9,874.38
JR'S APPLIANCE DISPOSAL	88156	12/23/2015	12/10/15	454.43.5500.446.40025	205.10
Fund: 454 - LANDFILL ABATEMENT					205.10
ACE PAINT & HARDWARE	525777/5	12/16/2015	501126	501.50.7100.512.60016	15.99
ALL CITY ELEVATOR, INC.	31165	12/30/2015	3738	501.50.7100.512.40042	5,603.00
CITY OF BLOOMINGTON	11/30/15	12/16/2015	11/11/15-11/30/15	501.50.7100.512.30700	420.00
GOPHER STATE ONE-CALL	149713	12/16/2015	MN00435	501.50.7100.512.30700	366.85
GRAYBAR	981323682	12/16/2015	101705	501.50.7100.512.60016	9.83
HACH COMPANY	9693350	12/16/2015	255136	501.50.7100.512.60019	2,089.23
HAWKINS, INC.	3807780	12/30/2015	108816	501.50.7100.512.60019	322.12
HD SUPPLY WATERWORKS LTD	E774250	12/16/2015	099872	501.50.7100.512.40043	239.68
HD SUPPLY WATERWORKS LTD	E902084	12/30/2015	099872	501.50.7100.512.40042	4,066.79
INNOVATIVE OFFICE SOLUTIONS	11/30/15	12/23/2015	11/30/15	501.50.7100.512.60016	62.82
M & J SERVICES, LLC	1340	12/30/2015	10/12/15	501.50.7100.512.40046	585.00
MN DEPT OF HEALTH	10/1/15-12/31/15	12/09/2015	1190014	501.207.2070100	12,115.00
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	501.207.2070200	1,331.61
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	501.207.2070300	84.15
SPRINT	842483314-169	12/23/2015	Invoice	501.50.7100.512.50020	69.98
TKDA	002015003694	12/16/2015	0015781.000	501.50.7100.512.30700	1,446.74

VALLEY-RICH CO, INC	22325	12/30/2015	R150743 12/07	501.50.7100.512.40046	3,916.16
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	501.50.7100.512.50020	387.08
WATER CONSERVATION SERVICES INC	6437	12/16/2015	11/23/15	501.50.7100.512.40046	273.00
XCEL ENERGY	481454378	12/23/2015	Invoice	501.50.7100.512.40010	865.83
XCEL ENERGY	481454378	12/23/2015	Invoice	501.50.7100.512.40020	12,099.58
Fund: 501 - WATER UTILITY FUND					46,370.44
DAKOTA CTY TREASURER	DECEMBER 2015	12/23/2015	DECEMBER 2015	502.207.2070100	168.00
MN GLOVE & SAFETY, INC.	290319	12/16/2015	CTINVP	502.51.7200.514.60045	231.98
XCEL ENERGY	481454378	12/23/2015	Invoice	502.51.7200.514.40010	123.88
XCEL ENERGY	481454378	12/23/2015	Invoice	502.51.7200.514.40020	997.30
Fund: 502 - SEWER UTILITY FUND					1,521.16
ARTHUR J GALLAGHER RISK	1568420	12/09/2015	INVEGRO-03	503.52.8600.526.50014	1,133.60
COPY RIGHT	69581	12/16/2015	12/7/15	503.52.8000.521.50030	169.75
DAKOTA ELECTRIC ASSN	201360-5 12/15	12/09/2015	Invoice	503.52.8600.527.40020	200.32
GENESIS EMPLOYEE BENEFITS, INC	IN684197	12/16/2015	10/11/15-10/31/15	503.52.8000.521.30550	16.00
HANCO CORPORATION	800916	12/09/2015	332801	503.52.8400.525.40041	961.88
HOFFMAN FILTER SERVICE	70947	12/30/2015	50	503.52.8600.527.60022	50.00
KREMER SERVICES LLC	0000041330	12/09/2015	11/30/15	503.52.8600.527.50045	545.70
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	503.207.2070300	3,163.93
MTI DISTRIBUTING CO	1045547-00	12/30/2015	402307	503.52.8600.527.40042	1,700.11
MTI DISTRIBUTING CO	1045755-00	12/30/2015	402307	503.52.8600.527.40042	695.27
MTI DISTRIBUTING CO	1029397-01	12/16/2015	402307	503.52.8600.527.40042	73.25
MTI DISTRIBUTING CO	1045274-00	12/16/2015	402307	503.52.8600.527.40042	2,091.86
NAPA OF INVER GROVE HEIGHTS	443485	12/09/2015	4165	503.52.8600.527.40042	206.18
NAPA OF INVER GROVE HEIGHTS	443619	12/09/2015	4165	503.52.8600.527.40042	23.02
NAPA OF INVER GROVE HEIGHTS	445119	12/30/2015	4165	503.52.8600.527.40042	143.59
NAPA OF INVER GROVE HEIGHTS	443720	12/09/2015	4165	503.52.8600.527.40042	87.46
PINKY'S SEWER SERVICE INC	12/2/15	12/30/2015	12/2/15	503.52.8600.527.40015	400.00
PRESTIGE FLAG	408704	12/09/2015	INVE03	503.52.8600.527.60050	355.18
PW GOLF SUPPLY LLC	405769	12/30/2015	P13169	503.52.8100.522.40042	83.29
TDS METROCOM	12/13/15 651 457 3667	12/23/2015	651 457 3667	503.52.8500.526.50020	260.25
TWIN CITY SAW	A21800	12/09/2015	12/23/15	503.52.8600.527.60040	95.96
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	503.52.8500.526.50020	216.66
WESTERN PETROLEUM COMPANY	97351073-41801	12/09/2015	112743	503.52.8600.527.60022	624.08
WINFIELD SOLUTIONS, LLC	000060551844	12/30/2015	156650	503.52.8600.527.60035	7,845.57
WINFIELD SOLUTIONS, LLC	000060551847	12/30/2015	156650	503.52.8600.527.60035	2,047.92
XCEL ENERGY	481108468	12/23/2015	Invoice	503.52.8500.526.40010	44.75
XCEL ENERGY	481108468	12/23/2015	Invoice	503.52.8500.526.40020	1,039.09
XCEL ENERGY	481108468	12/23/2015	Invoice	503.52.8600.527.40010	115.73
XCEL ENERGY	481108468	12/23/2015	Invoice	503.52.8600.527.40020	258.94
YAMAHA GOLF & UTILITY, INC.	01-141537	12/09/2015	INVERWOOD	503.52.8400.525.40041	550.00
YAMAHA GOLF & UTILITY, INC.	01-141549	12/09/2015	INVERWOOD	503.52.8400.525.40041	275.00
YAMAHA GOLF & UTILITY, INC.	11/30/15	12/09/2015	SERVICE CHARGE	503.52.8400.525.40041	2.76
Fund: 503 - INVER WOOD GOLF COURSE					25,477.10
EHLERS AND ASSOCIATES, INC.	69338	12/16/2015	NW AREA CONNECTION FEE STUDY	511.50.7100.512.30150	105.00
ENGINEERED FLUID INC.	14655	12/16/2015	92842	511.50.7100.512.80900	43,431.00
STANTEC CONSULTING SERVICES INC	977758	12/16/2015	92607	511.50.7100.512.80900	902.50
STANTEC CONSULTING SERVICES INC	977759	12/16/2015	92607	511.50.7100.512.80900	1,543.55
Fund: 511 - NWA - WATER					45,982.05
EHLERS AND ASSOCIATES, INC.	69338	12/16/2015	NW AREA CONNECTION FEE STUDY	512.51.7200.514.30150	105.00
Fund: 512 - NWA - SEWER					105.00
ADVANCED GRAPHIX, INC.	192453	12/23/2015	6/18/125	603.00.5300.444.40041	249.00
BOYER TRUCKS - PARTS DISTRIBUTION	1014355	12/16/2015	C20390	603.00.5300.444.40041	299.45
BOYER TRUCKS - PARTS DISTRIBUTION	1015324	12/16/2015	C20390	603.00.5300.444.40041	63.15
CLAREY'S SAFETY EQUIPMENT	163800 B	12/23/2015	090500	603.00.5300.444.80700	11,310.41
CLAREY'S SAFETY EQUIPMENT	164252	12/30/2015	090500	603.00.5300.444.80700	8,244.43
CLAREY'S SAFETY EQUIPMENT	163999	12/09/2015	090500	603.00.5300.444.80700	6,250.00
COMMON SENSE BUILDING SERVICES	37238	12/16/2015	NOVEMBER 2015	603.00.5300.444.40040	273.76
CUB FOODS	12/9/15	12/30/2015	IN HOUSE ACCOUNT CHARGE	603.00.5300.444.40040	49.00
DEALER AUTOMOTIVE SERVICES, INC	1-094535	12/16/2015	094535	603.00.5300.444.40041	407.11
ENERGY SALES	28853	12/30/2015	INVERG4101	603.00.5300.444.40040	404.04
FERRELLGAS	1089267776	12/30/2015	1089267776	603.00.5300.444.40041	53.17
FERRELLGAS	RNT6213222	12/30/2015	7754787	603.00.5300.444.40041	12.00
HEALTH EAST	022749/022750	12/16/2015	01799	603.00.5300.444.80700	15,285.83
HOTSY EQUIPMENT OF MINNESOTA	IG07557	12/16/2015	50446	603.00.5300.444.40041	45.56
INNOVATIVE OFFICE SOLUTIONS	11/30/15	12/23/2015	11/30/15	603.00.5300.444.60010	19.49
INVER GROVE FORD	6187565/1	12/16/2015	11/12/15	603.00.5300.444.40041	228.52
INVER GROVE FORD	6188413/1	12/16/2015	11/24/15	603.00.5300.444.40041	297.09
KIMBALL MIDWEST	4598373	12/23/2015	222006	603.00.5300.444.60012	45.24
LITTLE FALLS MACHINE INC	00057065	12/16/2015	051838	603.00.5300.444.40041	93.58
MANSFIELD OIL COMPANY	979373	12/16/2015	23866-01-979373	603.140.1450060	1,905.20
MANSFIELD OIL COMPANY	24629	12/23/2015	23866-01-24629	603.140.1450060	5,996.47
MANSFIELD OIL COMPANY	24641	12/23/2015	23866-01-24641	603.140.1450060	735.37
METRO JANITORIAL SUPPLY INC	11013784	12/23/2015	12/7/15	603.00.5300.444.60011	236.77
MID CITY SERVICES, INC.	34415	12/16/2015	11/25/15	603.00.5300.444.40065	39.75
MID CITY SERVICES, INC.	35067	12/23/2015	12/11/15	603.00.5300.444.40065	39.75
MINNESOTA EQUIPMENT	R13577	12/16/2015	INVER001	603.00.5300.444.40041	778.32
MINNESOTA EQUIPMENT	P96074	12/16/2015	INVER001	603.00.5300.444.40041	115.26
MN DEPT OF REVENUE	NOVEMBER 2015	12/23/2015	PETRO TAX	603.00.5300.444.60021	405.27
MOTOROLA	13088295	12/09/2015	1000632605 0003	603.00.5300.444.80700	1,630.00
MOTOROLA	13089977	12/16/2015	1000632605 0003	603.00.5300.444.80700	24,466.50
NELSON AUTO CENTER	F6082S	12/16/2015	11/13/15	603.00.5300.444.80700	151.77
O' REILLY AUTO PARTS	1767-179003	12/16/2015	1578028	603.140.1450050	39.36
O' REILLY AUTO PARTS	1767-179736	12/16/2015	1578028	603.00.5300.444.40041	211.55
O' REILLY AUTO PARTS	1767-179811	12/16/2015	1578028	603.00.5300.444.40041	(18.00)
O' REILLY AUTO PARTS	1767-17894	12/16/2015	1578028	603.140.1450050	50.16
O' REILLY AUTO PARTS	1767-179895	12/16/2015	1578028	603.00.5300.444.60012	6.29

O' REILLY AUTO PARTS	1767-180594	12/16/2015	1578028	603.00.5300.444.40041	23.91
O' REILLY AUTO PARTS	1767-189577	12/16/2015	1578028	603.00.5300.444.40041	26.98
O' REILLY AUTO PARTS	1767-180776	12/16/2015	1578028	603.140.1450050	43.96
O' REILLY AUTO PARTS	1767-182051	12/23/2015	1578028	603.00.5300.444.40041	7.70
O' REILLY AUTO PARTS	1767-182059	12/23/2015	1578028	603.00.5300.444.40041	(127.10)
O' REILLY AUTO PARTS	1767-182105	12/23/2015	1578028	603.00.5300.444.40041	89.39
O' REILLY AUTO PARTS	1767-182106	12/23/2015	1578028	603.00.5300.444.40041	(83.59)
O' REILLY AUTO PARTS	1767-180937	12/16/2015	1578028	603.00.5300.444.40041	31.80
O' REILLY AUTO PARTS	1767-180937	12/16/2015	1578028	603.00.5300.444.40041	39.34
O' REILLY AUTO PARTS	1767-180958	12/16/2015	1578028	603.00.5300.444.60012	12.49
O' REILLY AUTO PARTS	1767-180959	12/16/2015	1578028	603.00.5300.444.40041	102.64
O' REILLY AUTO PARTS	1767-181643	12/23/2015	1578028	603.00.5300.444.40041	(58.49)
O' REILLY AUTO PARTS	1767-181049	12/23/2015	1578028	603.00.5300.444.40041	573.52
O' REILLY AUTO PARTS	1767-181087	12/16/2015	1578028	603.00.5300.444.60012	58.79
O' REILLY AUTO PARTS	1767-181108	12/23/2015	1578028	603.00.5300.444.40041	106.60
O' REILLY AUTO PARTS	1767-181175	12/16/2015	1578028	603.00.5300.444.40041	64.52
O' REILLY AUTO PARTS	1767-181176	12/16/2015	1578028	603.00.5300.444.40041	(57.80)
O' REILLY AUTO PARTS	1767-181618	12/23/2015	1578028	603.00.5300.444.40041	58.49
O' REILLY AUTO PARTS	1767-181660	12/23/2015	1578028	603.00.5300.444.40041	74.59
O' REILLY AUTO PARTS	1767-181768	12/23/2015	1578028	603.00.5300.444.40041	70.48
O' REILLY AUTO PARTS	1767-181791	12/23/2015	1578028	603.00.5300.444.40041	123.70
O' REILLY AUTO PARTS	1767-181792	12/23/2015	1578028	603.00.5300.444.40041	17.20
O' REILLY AUTO PARTS	1767-181850	12/23/2015	1578028	603.00.5300.444.40041	194.80
O' REILLY AUTO PARTS	1767-181908	12/23/2015	1578028	603.00.5300.444.40041	22.98
O' REILLY AUTO PARTS	1767-181967	12/23/2015	1578028	603.00.5300.444.40041	(80.00)
O' REILLY AUTO PARTS	1767-181975	12/23/2015	1578028	603.00.5300.444.40041	127.10
OXYGEN SERVICE COMPANY, INC	07936268	12/30/2015	04393	603.00.5300.444.40041	225.72
POMP'S TIRE SERVICE, INC.	980023937	12/23/2015	4502557	603.00.5300.444.40041	700.00
POMP'S TIRE SERVICE, INC.	980023937	12/23/2015	4502557	603.140.1450050	1,452.00
POMP'S TIRE SERVICE, INC.	980023951	12/23/2015	65145002557	603.00.5300.444.60014	719.95
POMP'S TIRE SERVICE, INC.	980024243	12/23/2015	4502557	603.140.1450050	433.24
RED POWER DIESEL SERVICE, INC.	13439	12/30/2015	12/18/15	603.00.5300.444.40041	110.00
TITAN MACHINERY	573129-CL	12/30/2015	6239910	603.00.5300.444.40041	6,639.98
TOTAL CONSTRUCTION & EQUIP.	66258	12/23/2015	CIT001	603.00.5300.444.40040	2,168.84
TOTAL CONSTRUCTION & EQUIP.	66271	12/23/2015	CIT001	603.00.5300.444.40040	979.27
UNIFIRST CORPORATION	090 0282329	12/23/2015	090 0282329	603.00.5300.444.40065	127.69
UNIFIRST CORPORATION	090 0282329	12/23/2015	090 0282329	603.00.5300.444.60045	31.14
UNIFIRST CORPORATION	090 0280281	12/16/2015	090 0280281	603.00.5300.444.40065	127.69
UNIFIRST CORPORATION	090 0280281	12/16/2015	090 0280281	603.00.5300.444.60045	31.14
UNIFIRST CORPORATION	090 0281310	12/23/2015	090 0281310	603.00.5300.444.40065	127.69
UNIFIRST CORPORATION	090 0281310	12/23/2015	090 0281310	603.00.5300.444.60045	31.14
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	603.00.5300.444.50020	104.08
WASTE OIL HEATERS, INC.	11/20/15	12/16/2015	HT-C5780	603.00.5300.444.40040	500.16
XCEL ENERGY	481276400	12/23/2015	Invoice	603.00.5300.444.40010	344.42
XCEL ENERGY	481276400	12/23/2015	Invoice	603.00.5300.444.40020	1,439.84
Fund: 603 - CENTRAL EQUIPMENT					98,178.61
INNOVATIVE OFFICE SOLUTIONS	11/30/15	12/23/2015	11/30/15	604.00.2200.416.60005	191.64
INNOVATIVE OFFICE SOLUTIONS	11/30/15	12/23/2015	11/30/15	604.00.2200.416.60010	3,494.44
OFFICE DEPOT	11/16/15 6011 5685 1008 8883	12/23/2015	6011 5685 1008 8883	604.00.2200.416.60005	31.77
US BANCORP EQUIPMENT FINANCE, I	292947611	12/18/2015	923425	604.00.2200.416.40050	2,832.44
Fund: 604 - CENTRAL STORES					6,550.29
COMMON SENSE BUILDING SERVICES	37238	12/16/2015	NOVEMBER 2015	605.00.7500.460.40040	3,478.41
CULLIGAN	11/30/15 157-98503022-8	12/23/2015	157-98503022-8	605.00.7500.460.60011	59.35
HORWITZ NS/I	W36203	12/16/2015	11/30/15	605.00.7500.460.40040	15,768.18
LONE OAK COMPANIES	69204	12/23/2015	11/27/15	605.00.7500.460.50035	422.12
LONE OAK COMPANIES	12/30/15	12/30/2015	UTILITY BILLING	605.00.7500.460.50035	1,104.00
LONE OAK COMPANIES	12/8/15	12/09/2015	UTILITY POSTAGE	605.00.7500.460.50035	1,462.80
MAILFINANCE	N5666275	12/30/2015	12/7/15	605.00.7500.460.40044	780.00
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	605.00.7500.460.40040	6.40
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	605.00.7500.460.40065	0.30
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	605.00.7500.460.60011	0.08
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	605.00.7500.460.60016	0.48
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	605.00.7500.460.60065	0.75
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	605.00.7500.460.70500	0.01
OVERHEAD DOOR CO OF THE NORTH	92387	12/30/2015	12/10/15	605.00.7500.460.40040	139.95
XCEL ENERGY	481276400	12/23/2015	Invoice	605.00.7500.460.40020	6,294.26
ZEE MEDICAL SERVICE	54110936	12/23/2015	12/7/15	605.00.7500.460.60065	204.30
Fund: 605 - CITY FACILITIES					29,721.39
CDW GOVERNMENT INC	BBD7593	12/09/2015	2394832	606.00.1400.413.60041	88.55
CDW GOVERNMENT INC	BGN4213	12/09/2015	2394832	606.00.1400.413.80610	2,903.12
CDW GOVERNMENT INC	BCM9163	12/09/2015	2394832	606.00.1400.413.80610	238.42
GOLDCOM, INC.	182315	12/09/2015	2497	606.00.1400.413.60040	5.82
INTEGRA TELECOM	120371622	12/09/2015	002129	606.00.1400.413.50020	112.50
INTEGRA TELECOM	13444101	12/09/2015	645862	606.00.1400.413.50020	988.45
INTEGRA TELECOM	13463275	12/09/2015	887115	606.00.1400.413.50020	1,220.42
LOW VOLTAGE CONTRACTORS	SOI.042483	12/09/2015	85892	606.00.1400.413.30700	265.00
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	606.00.1400.413.60040	0.13
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	606.00.1400.413.60041	6.80
MN DEPT OF REVENUE	15-Nov	12/21/2015	Invoice	606.00.1400.413.60065	2.60
OFFICE OF MN. IT SERVICES	12/4/15 200B00171	12/16/2015	200B00171	606.00.1400.413.30750	1,602.00

PETTY CASH-WF PURCHASE CARD FE ANDRA BONTRAGER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	606.00.1400.413.50065	20.41
PETTY CASH-WF PURCHASE CARD FE ANDRA BONTRAGER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	606.00.1400.413.50065	15.48
PETTY CASH-WF PURCHASE CARD FE ANDRA BONTRAGER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	606.00.1400.413.50065	184.00
PETTY CASH-WF PURCHASE CARD FE ANDRA BONTRAGER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	606.00.1400.413.50065	11.00
PETTY CASH-WF PURCHASE CARD FE ANDRA BONTRAGER WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	606.00.1400.413.50065	8.00
PETTY CASH-WF PURCHASE CARD FE PATRICK MYLAN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	606.00.1400.413.50065	184.00
PETTY CASH-WF PURCHASE CARD FE PATRICK MYLAN WF OOP 10/15	10/31/2015	Wells Fargo Out of Pocket Reimbursements	606.00.1400.413.50065	5.00
TDS METROCOM	11/13/15	651 451 1944	606.00.1400.413.50020	243.41
US INTERNET	110-080034-0026 B	12/18/2015	110-080034	220.00
VERIZON WIRELESS	9756126637	12/09/2015	Invoice	51.14

Fund: 606 - TECHNOLOGY FUND **8,376.25**

BARR ENGINEERING COMPANY	23190328.15-8	12/09/2015	2015 PROJECT REVIEWS AND STUDIES	702.229.2289802	2,993.35
BARR ENGINEERING COMPANY	23190328.15-8	12/09/2015	2015 PROJECT REVIEWS AND STUDIES	702.229.2294102	167.50
BOLTON & MENK, INC.	0184542	12/30/2015	T18.108658	702.229.2296002	825.00
BOLTON & MENK, INC.	0184543	12/30/2015	T18.110346	702.229.2293602	605.00
BOLTON & MENK, INC.	0184544	12/30/2015	494910368	702.229.2289802	1,188.00
BOLTON & MENK, INC.	0184546	11/23/2015	T18.110348	702.229.2287302	961.00
BOLTON & MENK, INC.	0182666	12/16/2015	NWA TRUNK UTILITY	702.229.2289802	935.00
BOLTON & MENK, INC.	0182669	12/30/2015	T18.110348	702.229.2287302	8,018.50
CULLIGAN	11/30/15 157-98473242-8	12/30/2015	157-98473242-8	702.229.2286300	4.50
D & J HOME BUILDERS, INC.	12/2/15	12/09/2015	ESCROW 1037 HIGHWAY 110 EASEMENT	702.229.2289402	183.05
EARL F ANDERSEN INC	110010	12/30/2015	4094	702.229.2282002	690.00
EARL F ANDERSEN INC	110010	12/30/2015	4094	702.229.2287302	5,690.00
EARL F ANDERSEN INC	110010A	12/30/2015	4094	702.229.2293602	1,955.00
EMMONS & OLIVIER RESOURCES	00095-0046-10	12/30/2015	00095-0046	702.229.2282702	3,482.38
EMMONS & OLIVIER RESOURCES	00095-0046-10	12/30/2015	00095-0046	702.229.2287302	10,626.00
EMMONS & OLIVIER RESOURCES	00095-0046-10	12/30/2015	00095-0046	702.229.2293602	3,203.08
EMMONS & OLIVIER RESOURCES	00095-0046-10	12/30/2015	00095-0046	702.229.2298301	3,527.00
EMMONS & OLIVIER RESOURCES	00095-0047-9	12/30/2015	00095-0047	702.229.2289202	3,816.00
EMMONS & OLIVIER RESOURCES	00095-0047-9	12/30/2015	00095-0047	702.229.2293602	3,535.50
EMMONS & OLIVIER RESOURCES	00095-0047-9	12/30/2015	00095-0047	702.229.2295902	2,185.20
FLINT HILLS RESOURCES LP	12/4/15	12/09/2015	ESCROW RELEASE	702.229.2286800	4,091.68
FLINT HILLS RESOURCES LP	12/4/15	12/09/2015	ESCROW RELEASE	702.229.2298701	(44.00)
FLINT HILLS RESOURCES LP	12/4/15	12/09/2015	ESCROW RELEASE	702.229.2299100	(1,581.40)
HENNEPIN COUNTY DISTRICT COURT	14431863	12/30/2015	DAINE HUNTER BARKER	702.229.2291000	78.00
HOFFMAN, BARBARA & KEITH	12/2/15	12/09/2015	ESCROW 7102 BESTER AVE	702.229.2289702	9,000.00
HOLM, ERIC	1928 77TH ST WEST	12/09/2015	ESCROW REDUCTION 1928 77TH ST W	702.229.2290702	5,000.00
HOLM, ERIC	12/4/15 B	12/23/2015	1928 77TH STREET WEST	702.229.2305501	0.09
HOLM, ERIC	12/4/15	12/09/2015	ESCROW RELEASE 1928 77TH ST W	702.229.2305501	615.01
HOME TITLE	6914 BOOTH AVE	12/09/2015	ESCROW REDUCTION 6914 BOOTH AVE	702.229.2286401	9,000.00
ITASCA COUNTY COURT	W2015900279	12/23/2015	ANDY LEE EGGERS	702.229.2291000	385.00
K.A. WITT CONSTRUCTION, INC.	12/4/15	12/09/2015	ESCROW RELEASE 1548 86TH COURT	702.229.2309301	563.79
KIMLEY-HORN & ASSOCIATES, INC.	7218812A	12/09/2015	92607	702.229.2289802	4,194.93
KIMLEY-HORN & ASSOCIATES, INC.	7218812B	12/09/2015	160509024.3	702.229.2289202	4,062.45
KIMLEY-HORN & ASSOCIATES, INC.	7218812C	12/09/2015	160509024.3	702.229.2294102	2,464.50
LEVANDER, GILLEN & MILLER P.A.	11/30/15 81000E	12/23/2015	MISSING LAST LINE ENTRY FROM IMPORT	702.229.2296002	1,319.50
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Blackstone Highlands	12/16/2015	Invoice	702.229.2294102	190.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Blackstone Ridges	12/16/2015	Invoice	702.229.2289802	7,251.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Blaine Brothers-Plat of Lighth	12/16/2015	Invoice	702.229.2286501	262.60
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Deanovic Development	12/16/2015	Invoice	702.229.2303201	199.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Flint Hills Resources - N. Offi	12/16/2015	Invoice	702.229.2298701	82.40
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Forfeiture - Krech	12/16/2015	Invoice	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Forfeiture-Daniel Scott Smith	12/16/2015	Invoice	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Forfeiture-Don A Johnson	12/16/2015	Invoice	702.229.2291000	140.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Forfeiture-Gruwell	12/16/2015	Invoice	702.229.2291000	41.20
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Forfeiture-Richard A Rooney	12/16/2015	Invoice	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Forfeiture-Tara M Bixby	12/16/2015	Invoice	702.229.2291000	56.60
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Forfeiture-Tara M Johnson	12/16/2015	Invoice	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 J&B Auto Sales	12/16/2015	Invoice	702.229.2299701	59.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Police-Forfeiture	12/16/2015	Invoice	702.229.2291000	536.95
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Salem Hills Elem Impr.	12/16/2015	Invoice	702.229.2304801	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Simley High School Athletic F	12/16/2015	Invoice	702.229.2303801	1,023.80
LEVANDER, GILLEN & MILLER P.A.	81000E 11/15 Xcel/Wescott Storage Bldg	12/16/2015	Invoice	702.229.2295102	88.00
MERRILL, AMY	12/2/15	12/09/2015	2211 94TH COURT	702.229.2309501	4,168.04
OAK MEADOWS LANDSCAPE DESIGN,	12/17/15	12/30/2015	ESCROW RELEASE - 8640 APPLLEGATE WAY	702.229.2293902	10,000.00
PAULSEN, DAVID & HEIDI	12/2/15	12/09/2015	ESCROW RELEASE 9145 DALTON COURT	702.229.2306501	5,000.00
PETTY CASH - POLICE	12/9/15	12/09/2015	PETTY CASH REQUEST	702.229.2291000	20.75
PETTY CASH - POLICE	12/9/15	12/09/2015	PETTY CASH REQUEST	702.229.2291000	53.70
ROBERT THOMAS HOMES	ESCROW REFUNDS (21)	12/09/2015	ESCROW REFUNDS (21)	702.229.2299800	52,500.00
ROOTY'S DEN	12/4/15	12/09/2015	ESCROW RELEASE A&W	702.229.2284102	2,425.67
T/C HOMES, INC.	12/2/15	12/09/2015	ESCROW 6914 BOOTH AVE	702.229.2283301	953.83

Fund: 702 - ESCROW FUND **178,863.15**

CITY OF APPLE VALLEY	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	2,533.99
CITY OF BURNSVILLE	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	2,404.34
CITY OF FARMINGTON	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	513.22
CITY OF HASTINGS	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	3,267.97
CITY OF SOUTH ST. PAUL	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	2,820.36
CITY OF WEST ST. PAUL	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	4,687.21
DAKOTA COMMUNICATIONS CENTER	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	3,929.47
DAKOTA CTY SHERIFF'S OFFICE	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	9,534.22
EAGAN, CITY OF	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	8,930.85
LAKEVILLE, CITY OF	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	8,245.79
MENDOTA HTS, CITY OF	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	743.58
ROSEMOUNT, CITY OF	12/17/15	12/30/2015	4TH QTR TSG REIMBURSEMENT	707.42.4000.421.30700	7,892.66

Fund: 707 - PD FEDERAL GRANT PASS THROUGH **55,503.66**

Grand Total **1,600,644.32**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Final 2015 Donations for Various Parks and Recreation Programs

Meeting Date: January 11, 2016
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 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

Accept 2015 donations/sponsorships totaling \$15,175 for various parks and recreation programs/events July 1, 2015-December 31, 2015.

SUMMARY

The Parks and Recreation Department receives various donations and sponsorships from businesses and other organizations to support and enhance recreation programs and events.

<u>Business/Organization</u>	<u>Amount</u>	<u>Purpose</u>
Various Businesses	\$1,050	Safety Camp Sponsors
Mauer Chevrolet	\$5,500	Rich Valley Dugout Cover Project *escrow account separate from Recreation budget/administered by Recreation
Various Businesses	\$7,625	Holidays in the Heights *escrow account separate from Recreation budget/administered by Recreation
MN Twins Community Fund	\$1,000	Youth Sports Sponsor
TOTAL	\$15,175	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: January 11, 2016
 Item Type: Consent
 Contact: Chief Larry Stanger
 (651) 450-2526
 Prepared by: Chief Larry Stanger
 Police Department
 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 a Joint Powers Agreement which articulates a contractual arrangement between the City and Dakota County for Emergency Management Services.

SUMMARY:

The four (4) cities of Inver Grove Heights, Mendota Heights, South St. Paul and West St. Paul have embarked on a collaborative effort to update and create a single Emergency Operations Plan (EOP). The four cities recognize any disaster response would include mutual aid from one or more of the other cities. Additionally, there is a new federal requirement to restructure EOP’s using Emergency Support Functions criteria (ESF) instead of Incident Command (IC) functions.

While the coordinated EOP plan is the initial step in meeting the new federal requirements, there is much work still to be done, specifically working with city and community members in educating and training employees and citizens in implementing the new plan.

The City of Inver Grove Heights previously, through a resolution, has partnered with Dakota County Emergency Management to provide for a contractual shared emergency management position for the four (4) agencies.

As a result, the attached JPA outlines the arrangement between the City and Dakota County. Addendum No. 1 is the updated City Emergency Management Contract outlining the deliverables and work plan for 2016. This JPA was reviewed and approved by both the County Attorney’s Office as well as our City Attorney.

**JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of Inver Grove Heights, ("City"); and

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 15-604 authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. PURPOSE. The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. TERM. This Agreement is effective January 1, 2016 and shall remain in effect through December 31, 2016, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the

provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

3. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.
4. PROVISION OF SERVICES. Parties agree to the terms in the written deliverables and project plan ("Work Plan"), attached hereto and incorporated herein as Addendum No. 1. The two-page Work Plan articulates the type of work desired, the estimated time frame needed to perform the work, the estimated cost, and the desired outcome or deliverable. The County agrees to provide the Emergency Management Services referenced in the Work Plan for the Term of the Agreement.
5. COMPENSATION.

6.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services, including expenses and sales tax in an amount not to exceed Five Thousand Three Hundred Two Dollars and 00/100s (\$5,302.00) ("Contract Amount").

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

- 6.2 Time of Payment. The County shall invoice the City on a quarterly basis for hours of Emergency Management Services rendered during the previous quarter up to the Contract Amount. Such invoicing shall continue until one of the following occurs:
- a. The completion of the Work Plan; or
 - b. Expiration of the Term of the Agreement; or
 - c. Early termination of the Agreement pursuant to Section 2 of this Agreement; or
 - d. The City completes payment of the full Contract Amount.

The City shall pay such invoices within thirty (30) days after their receipt.

6.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its

employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

Larry Stanger
Chief of Police
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Telephone: 651-450-2526

To the County:

Dan Carlson
Emergency Preparedness Coordinator
1580 Highway 55
Hastings, MN 55033
Telephone: 651-438-4703

9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

9.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

9.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

9.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in

force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

- 9.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
- 9.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No.15-604

COUNTY OF DAKOTA

By _____
Joseph Leko, Chief Deputy
Dakota County Sheriff's Office
1580 Highway 55
Hastings, MN 55033

Date of Signature: _____

Approved as to form:

/s/ Amelia Jadoo 11/24/15
Assistant County Attorney/Date
County Attorney File No. KS-15-442-002

CITY OF

Date of signature: _____

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

Addendum No.1
City Emergency Management Contract
Deliverables and Work Plan for 2016
For the City of Inver Grove Heights

GENERAL CONTRACT DELIVERABLES

1. MN HSEM Compliant EOP to include any changes in State and/or Federal Requirements and the following: **(Note: New MNWALK was released in 2015)**
 - Basic Plan Update to include new MNWALK required plans and Standard Operating Guidelines to include:
 - Mass Fatality
 - Debris Management
 - Damage Assessment
 - Family Assistance Center
 - Emergency Support Functions updated as needed for the City
 - Sara Title 3 Hazardous Materials Section updated as needed
 - Resource Section – Generic per County Plan that can be added to
2. Exercises
 - Selected EOC Staff Tabletop Exercise as agreed to by the City and Contractor
 - EOC Functional Exercise
3. County Emergency Management Support and Response as Needed or Requested

*** Final product includes electronic copies of all materials and one (1) finished hard copy of the EOP.

WORK PLAN, DETAIL PROJECTS and TIME/COST ESTIMATES

1.	EOP	<u>Hours (\$36/hr)</u>
	○ Individual City meetings with EM	8
	○ Update of City EOP with new MNWALK	20
	○ Meeting with EM to discuss gaps / update needs	6
	○ New Standard Operating Guidelines per MNWALK	41
	○ Mass Fatality	
	○ Debris Management	
	○ Damage Assessment	
	○ Family Assistance Center	
	○ EOP final draft	20
	○ Meeting with each City to present updated EOP	8
	Estimated Hours	103
	Estimated Cost	\$3,708

2.	Exercises	
	○ EOC Tabletop Exercise and Development	16
	○ EOC Functional Exercise and Development	24
	Estimated Hours	40
	Estimated Cost	\$1,440

Total Projected Total Estimated Hours for 2016 Project Year **143 Hours**

Dakota County Admin and Finance related fees \$154
Projected Work Plan Total Estimated Costs for 2016 Project Year \$5,148
Total Project Costs: \$5,302

Unknowns and intangibles

Scheduling conflicts with City staff could delay processes.
Follow through by City staff with deliverables could delay processes.
Real Events/Disasters could delay processes.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: January 11, 2016
Item Type: Consent
Contact: Police Chief Larry Stanger
651.450.2526

Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED:

Consider request to accept a \$200.00 donation to the Inver Grove Heights Police Department from Marylin Murphy in memoriam of her husband Jerry.

SUMMARY:

Jerry Murphy proudly served the Mendota Heights Police Department as a part-time officer for over 35 years. Jerry and his wife Marylin have been residents on Inver Grove Heights (6477 South Robert Trail) the past several years.

Jerry passed away this last November. Our department provided security for the Murphy residence during the wake and funeral. On December 21 Marylin stopped by the police department and wanted to donate \$200.00 from Jerry’s memorial to our department.

Marylin indicated that the funds can be used to give back to the community by assisting in funding a police department program or purchase of police department related equipment.

THE MARYLIN L. MURPHY TRUST
MARYLIN L. MURPHY, TRUSTEE 6

Dec. 23 2015
Date

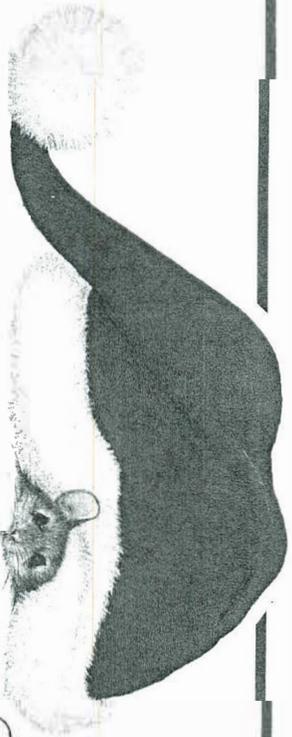
Pay to the Order of Immer Heights Police Dept \$ 200.00
two hundred dollars + ^{no}/₁₀₀ - Dollars



For _____

0

Marylin Murphy



Immer Grove Police Dept.

I am giving you
this money as business
you for your family. I
to me + my family. I
would like to see it
used as a help to your
Dept. in any way you
wish. I know you have
many programs for your
young + old + also the
community. Please accept
it with my thanks.

Marylin Murphy

Immer Grove Heights Police

Thank you so much
for watching our place
on 1477 S. Robert tr.

when my husband's funeral
was in Nov. Thank you again

Marylin Murphy

M

Marylin M.

**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: January 6, 2016
**RE: Authorization of the Use of Eminent Domain Process to Acquire Easements
City Project No. 2015-13**

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 must acquire permanent utility easements and temporary construction easements (the “Easements”) from the Landowners.

The Council authorized the City Attorney’s Office to initiate acquisition of the Easements for City Project No. 2015-13 by preparing initial offers to the Landowners based upon the City’s appraisals. The City completed an initial appraisal for the affected parcels and made an initial offer to the affected Landowners on or about July 27, 2015.

Pursuant to Minnesota Statutes, the City is required to provide a final offer of compensation to the affected landowners prior to filing a condemnation petition to acquire the necessary property rights through eminent domain proceedings. The City completed an update to its appraisals for the affected parcels and, on November 16, 2015, made a final written offer to the Landowners based upon the updated appraisals.

The City understands that the Landowners are awaiting the completion of a damage appraisal of the property acquisitions by a private appraiser hired by the Landowners. To date, the Landowners have not advised the City that the appraisals have been completed.

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

The attached resolution does not address the Messerich parcel. The City understands that the Messerich parcel is now owned by Peterandrea Investments, LLC. Jim Deanovic is the Chief Manager of Peterandrea Investments, LLC. The Engineering Department anticipates that any necessary easements across the Messerich (now Peterandrea Investments, LLC) parcel will either be acquired by direct negotiation or dedicated to the City as part of the platting process for the Messerich (now Peterandrea Investments, LLC) parcel.

Section 2. Discussion. To meet the schedule for Project No. 2015-13, the City should immediately initiate eminent domain proceedings. State law requires the City to serve a 90-day notice upon the property owner prior to securing the right to utilize the easement areas. Under the attached timeline, the City would mail the 90-day quick-take notice to the Landowners on or about January 18, 2016 and file the Petition for Condemnation on or about January 18, 2106. City staff will continue to negotiate easement acquisition settlement with the Landowners even after the eminent domain proceeding has been initiated.

Section 3. Requested Action. City staff recommends that the City Council approve the attached Resolution Approving the Use of Eminent Domain Quick-Take Processes to Acquire Easements from Glenlin Properties, LLC and Lawrence J. Flannery and Linda L. Flannery as Required for City Project 2015-13 and Council Approval of Appraised Easement Taking Valuation Pursuant To Minn. Stat. § 117.042.

Attachment

Eminent Domain Property Acquisition Timeline
Northwest Area Utility Extension – Flannery & Glenlin Properties
LGM File No. 81000.09059 (Updated October 28, 2015)

Monday – November 9, 2015 – Council Meeting:

City property acquisition consultant and City Attorney request approval and authorization from Council for final written offer.

By Friday – November 13, 2015 (4 days):

City property acquisition consultant shall make the final written offer of just compensation to Landowner.

Wednesday – December 30, 2015 (47 days):

The City's final written offer must be accepted in writing by the property owner on or before **December 30, 2015**.

Monday – January 11, 2016 (12 days) – Council Meeting:

If the City's offer is not accepted on or before December 30, 2015, then the City Council will pass a Resolution authorizing eminent domain and approving the appraised value of utility easement rights to be condemned using the quick-take statute, Minn. Stat. § 117.042.

By Monday – January 18, 2016 (7 days):

City Attorney files a District Court Condemnation Petition and records a Notice of Lis Pendens.

City Attorney effectuates Three (3) Parallel Eminent Domain Notice Processes.

- 1) Mail 90-day quick-take notices pursuant to Minn. Stat. § 117.042.
- 2) Begin personal service of the objects of the petition pursuant to Minn. Stat. § 117.055.
- 3) Begin 3-weeks published notice pursuant to Minn. Stat. § 117.055.

By Friday – May 6, 2016 (109 days):

City Attorney completes the Three (3) Parallel Eminent Domain Process Time Periods: 1) 90-day quick take notice period (19 days of "float" is allowed for re-service of 90-day quick take notices, as necessary); 2) Personal service is usually completed prior to the expiration of the 90-day quick take notice period (personal service must be complete 20-days prior to petition hearing); and, 3) the 3-weeks published notice is usually completed prior to the expiration of the 90-day quick take notice period (published notice must be completed prior to petition hearing).

By Wednesday – June 1, 2016 (26 days):

City Attorney completes a District Court Hearing on the City's Condemnation Petition that requests that the District Court award the City with title and possession to the utility easement rights. City Attorney also pays or deposits the City's quick take payment in order to achieve title and possession to the utility easement rights. This timeline assumes that there is not a contested Petition Hearing whereby the property owner challenges the City's public purpose and/or necessity to use its power of eminent domain to take the utility easement rights.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. _____**

**RESOLUTION APPROVING THE USE OF EMINENT DOMAIN
TO ACQUIRE TEMPORARY AND PERMANENT EASEMENT RIGHTS
FROM PRIVATE PROPERTY OWNERS AS REQUIRED
FOR NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS
PROJECT NO. 2015-13**

WHEREAS, the City of Inver Grove Heights (the “City”) initiated Project No. 2015-13 as part of the City’s improvement planning and a development proposal in the Northwest Area of the City;

WHEREAS, the City authorized its engineering consultant, Bolten & Menk, Inc., to prepare plans and specifications for City Project No. 2015-13 – Northwest Area Trunk Utility Improvements - Argenta District (70th Street Lift Station to Blackstone Ridge Development);

WHEREAS, said engineering consultant prepared plans and specifications for City of Inver Grove Heights Project No. 2015-13 (the “Project”) which provides for the construction of trunk water main, trunk sanitary sewer construction, storm sewer culvert repair, restoration and appurtenances;

WHEREAS, the Project involves the installation of trunk water and sanitary sewer improvements to serve the Northwest Area including the Blackstone Ridge Planned Unit Development;

WHEREAS, the City received the final feasibility study for City Project No. 2015-13 at its February 23, 2015 Council meeting;

WHEREAS, the City ordered the Project at its April 13, 2015, Council meeting;

WHEREAS, to facilitate the Project, the City must acquire permanent watermain and sanitary sewer easements and temporary construction easements from Glenlin Properties, LLC and Lawrence J. Flannery and Linda L. Flannery (hereafter collectively referred to as “Landowners”) prior to the construction of the Project;

WHEREAS, the City of Inver Grove Heights was assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the permanent and temporary construction easements from the Landowners as required for the Project;

WHEREAS, the City (and its consultant) were unable to acquire the easement parcels from the Landowners by direct purchase;

WHEREAS, in 2006, the State of Minnesota enacted various eminent domain reforms including an amendment to Minn. Stat. § 117.036 which: a) requires the City to provide the

property owner with a copy of the City's appraisal and inform the property owner of the right to obtain an appraisal and receive reimbursement of appraisal costs pursuant to § 117.036, b) requires reimbursement of a property owner's appraisal costs up to \$1,500 for single family and two-family residential property and minimum damage acquisitions (i.e. appraised damages of \$10,000 or less) and \$5,000 for other types of property, and c) requires good faith negotiations which include a good faith attempt to negotiate personally with the property owner;

WHEREAS, the City has complied with the statutory appraisal copy disclosure, notice of property owner appraisal rights, appraisal cost reimbursement, and good faith negotiation requirements of Minn. Stat. § 117.036;

WHEREAS, on or about November 16, 2015, the City Attorney's Office made the final written offers of just compensation pursuant to Minn. Stat. § 117.031 to the Landowners;

WHEREAS, as of January 6, 2016, the City Attorney and/or the City's direct purchase consultant have been unable to reach a settlement with either of the affected Landowners;

WHEREAS, the City Appraiser's approved appraisal of value for each of the affected Landowners is shown in Exhibit No. 1;

WHEREAS, Minnesota Statutes, § 117.042 provides the City with the authority to gain title and possession to all the easement parcels following a 90-day notice period. This statute is commonly referred to as the "quick take" statute. If a condemning authority does not utilize the "quick take" statute, the title and right of possession to the various easement parcels would only transfer to the City following the settlement of each parcel valuation case which can extend over a multi-year period;

WHEREAS, the City would be unable to advertise, receive bids and award a single construction contract for the Project unless it utilizes the "quick take" statute. The 90-day "quick take" procedure must be utilized: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project;

WHEREAS, the City staff recommends that the Inver Grove Heights City Council authorize the use of the City's power of eminent domain for the acquisition of the easement parcels shown in Exhibit No. 1 as required for the Project.

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

- 1) That the City Council hereby authorizes the use of eminent domain for the acquisition of the easement parcels shown in Exhibit No. 1 as required for the Project.

- 2) That the City Council approves the appraised values of the easement takings as listed in Exhibit No. 1 and finds that a 90-day “quick take” is required pursuant to Minnesota Statutes, § 117.042: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project.

- 3) That the Director of Public Works, City Attorney and/or City consultants are directed to continue good faith settlement negotiations with the Landowners listed in Exhibit No. 1; and, the Director of Public Works and City Attorney are authorized to take the necessary action pursuant to Minnesota Statutes, Chapter 117, to acquire the property rights required for Project No. 2015-13.

Passed this 11th day of January, 2016

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

Exhibit No. 1

Parcel Number	Fee Owner	Address of Property	Approved Appraisal of Value
1	Lawrence J. Flannery and Linda L. Flannery	1466 70 th Street W. Inver Grove Heights, MN	\$20,900
2	Glenlin Properties, LLC	7101 Argenta Trail, Inver Grove Heights, MN	\$83,300

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF A WATER PLANT OPERATOR JOB DESCRIPTION AND COMPENSATION, AND PROMOTION OF LARRY BLURTON TO THE POSITION

Meeting Date: January 11, 2016
 Item Type: Consent Agenda
 Contact: Scott Thureen
 Prepared by: Janet Shefchik
 Reviewed by: Scott Thureen

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input checked="" 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 a Water Plant Operator job description and compensation level, and the promotion of Larry Blurton to the position, effective January 12, 2016.

SUMMARY In the spring of 2014, the Public Works Department developed a Succession Plan for its Utility Division. Within that plan, the City identified the importance of knowledgeable staff to maintain future operations without interruption, and the pressing need to begin preparing staff to fill those positions as staff attrition occurs. The plan took into consideration the length of time (typically a number of years) needed to attain the specialized knowledge and licensures required to operate and maintain the City’s highly regulated systems. This Succession Plan was subsequently presented and discussed with City Council, and work began on the many stages of its implementation.

To provide some background and scope, the City’s Utility Division is responsible for the operation and maintenance of the City’s potable (i.e. drinkable) water and wastewater collection systems. The water system is based on a groundwater supply capable of providing 12 million gallons of treated water per day to City residents. The wastewater collection system is a network of pipes and pumping stations that convey an average of 2.1 million gallons of wastewater per day, from the City. Agencies such as the Minnesota DNR, Department of Health, Pollution Control Agency, OSHA, and Metropolitan Council Environmental Services, regulate the Utility Division’s processes.

A key component within the Utility Division Succession Plan was a reorganization of resources to retain and effectively utilize existing knowledgeable staff, including the development of a Water Plant Operator position. That position description has since been created, and is attached for Council review. Based on the job duties and level of responsibility, compensation for this position has been recommended at the “R” pay grade of the 2016 Non-union compensation plan, which is comparable to that of the Lead Utility Worker position. The money for the position has also been included in the 2016 budget.

As a part of the succession planning, a long-term staff person was identified as an individual who currently meets the requirements of this position. Utility Maintenance Worker, Larry Blurton holds a Class A Water Operator license, a Class S-B Wastewater Operator License, and has over 28 years of related experience specializing in water treatment operations. Mr. Blurton is also the only staff person in addition to Utility Superintendent Dan Helling, that has attained Class A Water Operator licensure. The Public Works Director has therefore recommended a promotion of Larry Blurton into the new position, so that the City can begin to subsequently address the other needs identified in the plan. It is anticipated that Mr. Blurton will play a main role in establishing procedures and for the new position, and to help the City prepare for future staff to take on the role.

Staff therefore requests that Council approve the attached Water Plant Operator job description and compensation level as indicated herein, and approve a promotion for Larry Blurton into the position effective January 12, 2016. This would result in an hourly increase from \$ 27.63 to \$28.98, the first step in the pay range. Mr. Blurton will serve the normal 12-month orientation period within the new position, and will move through the steps at 6 months, 12months, and annually thereafter.

Finally, as stated previously, the funds for the Water Plant Operator position have been included in the 2016 Water budget (Fund 501).

City of Inver Grove Heights

POSITION DESCRIPTION

Position Title: Water Plant Operator

Department/Location: Public Works – Utility Division

Immediate Supervisor: Utility Superintendent

Latest PD Revision:

Position Summary: Skilled position involving the operations and maintenance of a 12 MGD water treatment plant, including safety procedures, regulatory requirements, chemical usage and laboratory analysis.

Essential Accountabilities and Expected Outcomes:

1. Plant operation in accordance with the Safe Drinking Water Act, Minnesota Department of Health, and procedures established by the Utilities Division. These include laboratory testing for chemical analysis, adjusting feed rates accordingly, mixing of chemicals for process control, operating high service pumps and entering data using the SCADA system.
2. Ensure preventative maintenance is performed as required on water plant and all related water treatment operation equipment. Routine maintenance is to be completed on a daily, weekly, monthly, and annual basis depending on the piece of equipment.
3. Provide computer and record support of plant maintenance and equipment inventory systems including keeping physical files up to date and assisting in inventory control and supply of needed equipment, tools and other mechanical maintenance supplies.
4. Performing building and grounds maintenance for the Water Treatment Plant, 5 well houses, 8 lift stations and two booster stations.
5. Ensure that all tools, equipment and procedures are in accordance with OSHA procedures and regulations. Also attend seminars and classes offered to keep treatment plant operations compliant.
6. Perform other duties as apparent or assigned.

Accountabilities Shared by all City Employees:

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to fellow employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City's business and also with the general public.

Typical Working Environment:

The majority of time is spent indoors with exposure to outdoor weather extremes. Many of the essential job duties must be performed regardless of extreme cold/heat or humid weather. A variety of equipment will provide noise exceeding 90 decibels.

Typical Physical Requirements for this Position:

The employee in this position must be able to work in all kinds of weather from very hot to very cold, must be able to walk and climb, sit in a vehicle or at a desk for periods of time. Must be able to see, hear, talk, drive, stoop, kneel, crouch, handle objects, lift and carry 50-75 pounds, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception. Must be able to wear and use all safety equipment.

Selection Criteria to Qualify for this Position:

Qualifications:

1. High school diploma or equivalent.
2. Seven (7) years experience in the field of municipal utility operations.
3. Must be a Class "B" water operator by the Minnesota Department of Health and have the ability to obtain a Class "A" license within 12 months.
4. Valid, unrestricted Commercial Minnesota Drivers License with endorsements (Class A, air brakes, tankers).
5. Clean background check.

Desirable Qualifications:

1. More than ten (10) years experience in municipal utility operations, experience with pumping equipment, formal training in utility systems or pumping equipment.
2. Possession of MN Class "A" water operator's license.

Employee's Acknowledgement and Date: _____

Supervisor's Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 4 and Pay Voucher No. 8 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 70th Street Lift Station, Argenta District

Meeting Date: January 11, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TK
SPB *SST*

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: Water Fund 511, Sewer Fund 512

PURPOSE/ACTION REQUESTED

Consider Change Order No. 4 and Pay Voucher No. 8 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 70th Street Lift Station, Argenta District.

SUMMARY

The improvements were ordered as part of the 2015 Capital Improvement Program. The contract was awarded in the amount of \$2,083,708.48 to S.M. Hentges & Sons, Inc. on April 27, 2015.

Change Order No. 4 is for the cost to install a temporary driveway to the new lift station for winter access. To coordinate the installation of the pressure reducing station near the lift station the City requested the contractor not install the permanent surfacing until spring. Change Order No. 4 will be paid from contingency funds. Pay Voucher No. 8 is for trunk sanitary sewer and water main installed through the end of December and includes a retainage reduction.

I recommend approval of Change Order No. 4 in the amount of \$2,314.61 (for a revised contract amount of \$2,165,166.91) and Pay Voucher No. 8 in the amount of \$75,615.97, for work on 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 70th Street Lift Station, Argenta District.

TK/me

Attachments: Change Order No. 4
 Pay Voucher No. 8

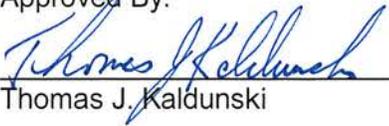
CHANGE ORDER NO. 4

**City Project. 2015-10 & 2015-11
NWA Trunk Utility Improvements & NWA 70th Street Lift Station**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: December 24, 2015
Contractor: S.M. Hentges & Sons, Inc.	Engineer: Justin Ernst, Bolton & Menk, Inc.

Purpose of Change Order
Change Order No. 4 is for cost to construct a temporary driveway to the lift station to allow winter access. The pressure reducing valve is located under the driveway to the lift station. Scheduling and winter conditions did not allow the permanent driveway to be placed.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,083,708.48	Original Contract Time: October 31, 2015
Previous Change Orders No. 1 to No. 3	Net Change from Previous Change Orders: 7 months
Contract Price Prior to this Change Order \$2,162,852.30	Contract Time Prior to this Change Order July 31, 2016
Net Increase of this Change Order: \$2,314.61	Net Increase (Decrease) of Change Order: 0
Contract Price with all Approved Change Orders \$2,165,166.91	Contract Time with Approved Change Orders July 31, 2016
Recommended By: <u></u> Mike Edwards, Engineering Technician	Approved By: <u></u> S.M. Hentges and Sons, Inc.

Approved By: 
Thomas J. Kaldunski

Approved By: _____
George Tourville, Mayor

Date of Council Action:
January 11, 2016

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

ESTIMATE NO: 8 (Eight)
DATE: January 11, 2016
PERIOD ENDING: December 31, 2015
PROJECT NO: 2015-10 NWA Trunk Utility Improvements
2015-11 NWA 70th Street Lift Station

TO: S.M Hentges & Sons, Inc.
650 Quaker Avenue
Jordan, MN 55352

Original Contract Amount	\$2,083,708.48
Total Addition (Change Order 1,2,3,4)	\$81,458.43
Total Deduction	\$0.00
Total Contract Amount.....	\$2,165,166.91
Total Value of Work to Date	\$2,092,202.64
Less Retained (1.5%).....	\$31,383.04
Less Previous Payment.....	\$1,985,203.63
Total Approved for Payment this Voucher	\$75,615.97
Total Payments including this Voucher.....	\$2,060,819.60

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through December 31, 2015.

Signed by:  January 11, 2016
Thomas J. Kaldunski, City Engineer

Signed by:  _____
S.M. Hentges & Sons, Inc. Date

Signed by: _____ January 11, 2016
George Tourville, Mayor

Partial Pay Estimate No. 8

2015-10 TRUNK UTILITY/2015-11 LIFT STATION
CITY OF INVER GROVE HEIGHTS, MINNESOTA

WORK COMPLETED THROUGH DECEMBER 31, 2015

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
SCHEDULE 1						
1	UTILITY INSPECTOR ALLOWANCE	1		\$8,000.00	8,000.00	
2	MOBILIZATION	0.5	0.50	\$24,000.00	12,000.00	\$12,000.00
3	CLEARING	1.3	1.30	\$3,060.00	3,978.00	\$3,978.00
4	GRUBBING	1.3	1.30	\$3,060.00	3,978.00	\$3,978.00
5	CONSTRUCT ACCESS ROAD ALLOWANCE	1		\$5,000.00	5,000.00	
6	OBSTRUCTION REMOVAL	6	3.00	\$2,550.00	15,300.00	\$7,650.00
7	WATER USAGE ALLOWANCE	0.5		\$5,000.00	2,500.00	
8	GRANULAR BACKFILL	1500		\$0.01	15.00	
9	AGGREGATE FOUNDATION	150		\$25.00	3,750.00	
10	8" DIP CL 52 PIPE SEWER (0' - 20')	40	40.00	\$111.00	4,440.00	\$4,440.00
11	8" DIP CL 52 PIPE SEWER (30' - 40')	25	20.00	\$165.00	4,125.00	\$3,300.00
12	12" DIP CL 52 PIPE SEWER (0'-20')	106	106.00	\$254.50	26,977.00	\$26,977.00
13	12" DIP CL 52 PIPE SEWER (20'-30')	376	376.00	\$254.50	95,692.00	\$95,692.00
14	12" DIP CL 52 PIPE SEWER (30'-40')	331	331.00	\$254.50	84,239.50	\$84,239.50
15	12" DIP CL 52 PIPE SEWER (40'-50')	209	209.00	\$254.50	53,190.50	\$53,190.50
16	12" FUSIBLE PIPE SEWER (THROUGH CASING)	436	436.00	\$52.00	22,672.00	\$22,672.00
17	CONNECT TO EXISTING SANITARY SEWER	1	1.00	\$114,259.19	114,259.19	\$114,259.19
18	30" STEEL CASING PIPE (TRENCHLESS)(SANITARY)	436	436.00	\$625.00	272,500.00	\$272,500.00
19	CONSTRUCT 8" OUTSIDE DROP	20	30.00	\$270.00	5,400.00	\$8,100.00
20	CONSTRUCT 12" OUTSIDE DROP	10	14.00	\$443.00	4,430.00	\$6,202.00
21	CONNECT TO EXISTING WATER MAIN	1	1.00	\$807.00	807.00	\$807.00
22	HYDRANT (10' BURY)	3	3.00	\$3,855.50	11,566.50	\$11,566.50
23	6" GATE VALVE & BOX	3	3.00	\$1,175.00	3,525.00	\$3,525.00
24	16" BUTTERFLY GATE VALVE	6	6.00	\$2,761.00	16,566.00	\$16,566.00
25	6" WATERMAIN DUCTILE IRON CL 52	37	37.00	\$37.25	1,378.25	\$1,378.25
26	16" WATERMAIN DUCTILE IRON CL 52	753	580.00	\$81.25	61,181.25	\$47,125.00
27	16" WATERMAIN DUCTILE IRON CL 52 (>10')	570	570.00	\$83.75	47,737.50	\$47,737.50
28	16" DIP WATERMAIN (THROUGH CASING)	280	280.00	\$72.75	20,370.00	\$20,370.00
29	30" STEEL CASING PIPE (JACKED)(WATERMAIN)	280	280.00	\$496.00	138,880.00	\$138,880.00
30	BUTTERFLY VALVE MANHOLE	86	76.00	\$384.00	33,024.00	\$29,184.00
31	DUCTILE IRON FITTINGS	4870	6,399.00	\$2.50	12,175.00	\$15,997.50
32	48" DIAMETER SANITARY MANHOLE	130.1	126.00	\$133.00	17,303.30	\$16,758.00
33	72" DIAMETER SANITARY MANHOLE	57.4	59.98	\$253.00	14,522.20	\$15,174.94
34	SANITARY MANHOLE SPECIAL	74	74.00	\$229.00	16,946.00	\$16,946.00
35	CASTING ASSEMBLY (SANITARY)	8	8.00	\$480.00	3,840.00	\$3,840.00
36	EXTERNAL CHIMNEY SEAL	8	8.00	\$200.00	1,600.00	\$1,600.00
37	MARKING POST	14	14.00	\$80.00	1,120.00	\$1,120.00
38	TRAFFIC CONTROL	0.5	0.50	\$2,525.00	1,262.50	\$1,262.50
39	SILT FENCE, TYPE MS	2188	1,135.00	\$2.00	4,376.00	\$2,270.00
40	STORM DRAIN INLET PROTECTION	3		\$100.00	300.00	
41	SEDIMENT CONTROL LOG TYPE STRAW	200		\$2.20	440.00	
42	ROCK CONSTRUCTION ENTRANCE	2	2.00	\$1,100.00	2,200.00	\$2,200.00
43	STORM WATER MANAGEMENT ALLOWANCE	0.5		\$10,000.00	5,000.00	
44	EROSION CONTROL BLANKET CATEGORY 3	500	500.00	\$1.50	750.00	\$750.00
45	RAPID STABILIZATION METHOD 3 (MIX 32-241)	1		\$2,740.00	2,740.00	
46	RAPID STABILIZATION METHOD 3 (MIX 25-142)	3	4.00	\$2,629.00	7,887.00	\$10,516.00
					1,169,943.69	\$1,124,752.38

Partial Pay Estimate No. 8

2015-10 TRUNK UTILITY/2015-11 LIFT STATION
CITY OF INVER GROVE HEIGHTS, MINNESOTA

WORK COMPLETED THROUGH DECEMBER 31, 2015

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
SCHEDULE 2						
47	MOBILIZATION	0.5	0.50	\$24,000.00	12,000.00	\$12,000.00
48	CLEARING	1	1.00	\$3,080.00	3,080.00	\$3,080.00
49	GRUBBING	1	1.00	\$3,080.00	3,080.00	\$3,080.00
50	OBSTRUCTION REMOVAL	4	2.00	\$2,550.00	10,200.00	\$5,100.00
51	WATER USAGE ALLOWANCE	0.5		\$5,000.00	2,500.00	
52	AGGREGATE BASE CLASS 5	140		\$15.00	2,100.00	
53	BITUMINOUS TACK COAT	15		\$3.00	45.00	
54	TYPE SP 9.5 WEARING COURSE MIX (2,B)	25		\$153.00	3,825.00	
55	TYPE SP 12.5 NON-WEARING COURSE MIX (2, B)	25		\$153.00	3,825.00	
56	GRANULAR BACKFILL	500		\$0.01	5.00	
57	AGGREGATE FOUNDATION	75		\$25.00	1,875.00	
58	WASTE COLLECTION AND DISPOSAL ALLOWANCE	1		\$5,000.00	5,000.00	
59	CONSTRUCT LIFT STATION	1	1.00	\$378,875.19	378,875.19	\$378,875.19
60	8" FORCEMAIN PVC PIPE SEWER	170	170.00	\$20.00	3,400.00	\$3,400.00
61	8" PVC SDR-35 PIPE SEWER	27	27.00	\$25.00	675.00	\$675.00
62	8" PVC SDR-26 PIPE SEWER	154	154.00	\$92.00	14,168.00	\$14,168.00
63	8" DIP CL 52 PIPE SEWER (0' - 20')	40	40.00	\$102.50	4,100.00	\$4,100.00
64	8" DIP CL 52 PIPE SEWER (40' - 50')	143	143.00	\$528.50	75,575.50	\$75,575.50
65	8" FUSIBLE PIPE SEWER (THROUGH CASING)	142	142.00	\$34.00	4,828.00	\$4,828.00
66	12" PVC SDR-26 PIPE SEWER (20'-25')	109	109.00	\$76.50	8,338.50	\$8,338.50
67	12" DIP CL 52 PIPE SEWER (20'-30')	52	62.00	\$145.00	7,540.00	\$8,990.00
68	12" DIP CL 52 PIPE SEWER (40'-50')	104	104.00	\$419.00	43,576.00	\$43,576.00
69	30" STEEL CASING PIPE (TRENCHLESS)(SANITARY)	142	142.00	\$715.00	101,530.00	\$101,530.00
70	CONSTRUCT 8" OUTSIDE DROP	14.4	20.00	\$226.00	3,254.40	\$4,520.00
71	CONSTRUCT 12" OUTSIDE DROP	4	2.00	\$900.00	3,600.00	\$1,800.00
72	HYDRANT	2	2.00	\$3,673.00	7,346.00	\$7,346.00
73	6" GATE VALVE & BOX	2	2.00	\$1,175.00	2,350.00	\$2,350.00
74	16" BUTTERFLY GATE VALVE	1	2.00	\$2,761.00	2,761.00	\$5,522.00
75	6" WATERMAIN DUCTILE IRON CL 52	127	31.00	\$36.50	4,635.50	\$1,131.50
76	12" WATERMAIN DUCTILE IRON CL 52	103	283.00	\$64.00	6,592.00	\$18,112.00
77	16" WATERMAIN DUCTILE IRON CL 52	255	397.00	\$83.50	21,292.50	\$33,149.50
78	16" DIP WATERMAIN (THROUGH CASING)	142	142.00	\$87.00	12,354.00	\$12,354.00
79	30" STEEL CASING PIPE (JACKED)(WATERMAIN)	142	142.00	\$485.00	68,870.00	\$68,870.00
80	DUCTILE IRON FITTINGS	1845	4,665.00	\$2.50	4,612.50	\$11,662.50
81	BUTTERFLY VALVE MANHOLE	10	20.60	\$452.00	4,520.00	\$9,311.20
82	48" DIAMETER SANITARY MANHOLE	61.3	78.14	\$158.00	9,685.40	\$12,346.12
83	72" DIAMETER SANITARY MANHOLE	38.8	43.43	\$249.00	9,661.20	\$10,814.07
84	SANITARY MANHOLE SPECIAL	84.6	82.05	\$221.00	18,696.60	\$18,133.05
85	CASTING ASSEMBLY (SANITARY)	7	6.00	\$495.00	3,465.00	\$2,970.00
86	EXTERNAL CHIMNEY SEAL	1	1.00	\$200.00	200.00	\$200.00
87	CONCRETE CURB & GUTTER DESIGN B618	255		\$22.00	5,610.00	
88	6" CONCRETE DRIVEWAY PAVEMENT	55		\$50.00	2,750.00	
89	TRAFFIC CONTROL	0.5	0.50	\$2,525.00	1,262.50	\$1,262.50
90	SILT FENCE, TYPE MS	2184		\$2.00	4,368.00	
91	SEDIMENT CONTROL LOG TYPE STRAW	100		\$3.50	350.00	
92	ROCK CONSTRUCTION ENTRANCE	2	2.00	\$1,100.00	2,200.00	\$2,200.00
93	STORM WATER MANAGEMENT ALLOWANCE	0.5		\$10,000.00	5,000.00	
94	EROSION CONTROL BLANKET CATEGORY 3	200		\$1.50	300.00	
95	RAPID STABILIZATION METHOD 3 (MIX 25-142)	1		\$2,599.00	2,599.00	
96	CONIFEROUS TREE 8' HT B&B	39		\$392.00	15,288.00	
					913,764.79	\$891,370.63

Partial Pay Estimate No. 8

2015-10 TRUNK UTILITY/2015-11 LIFT STATION
CITY OF INVER GROVE HEIGHTS, MINNESOTA

WORK COMPLETED THROUGH DECEMBER 31, 2015

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
Change Order #1						
97	8" DIP WITH 401 LINING	424	424.00	\$20.47	8,679.28	\$8,679.28
98	12" DIP WITH 401 LINING	1628	1,628.00	\$25.43	41,400.04	\$41,400.04
99	8" MJ DROP TEE - 401 LINING	4	4.00	\$397.87	1,591.48	\$1,591.48
100	12" MH DROP TEE - 401 LINING	2	2.00	\$402.66	805.32	\$805.32
101	8" DIP CL 52 PIPE SEWER (30' - 40')	143	143.00	-\$28.50	-4,075.50	-\$4,075.50
102	12" DIP WATERMAIN (THROUGH CASING)	142	142.00	-\$19.00	-2,698.00	-\$2,698.00
103	BORING PIT LOWERING (WATERMAIN)	1	1.00	\$12,000.00	12,000.00	\$12,000.00
104	RECEIVING PIT LOWERING (WATERMAIN)	1	1.00	\$5,000.00	5,000.00	\$5,000.00
					62,702.62	\$62,702.62
Change Order #3						
105	PORTABLE PRECAST CONC BARRIER DES 8337	200	200.00	\$16.00	3,200.00	\$3,200.00
106	30" HYDRANT EXTENSION	1	1.00	\$7,862.40	7,862.40	\$7,862.40
					11,062.40	\$11,062.40
Change Order #4						
107	LIFT STATION WINTER DRIVEWAY	1	1.00	\$2,314.61	2,314.61	\$2,314.61
					2,314.61	\$2,314.61

STORED MATERIALS	\$120,160.05
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$120,160.05
STORED MATERIALS REMAINING	
	\$2,089,888.03

	Estimated Cost	Contract Cost to Date
Schedule 1	\$1,169,943.69	\$1,124,752.38
Schedule 2	\$913,764.79	\$891,370.63
Original Contract Amount	\$2,083,708.48	
C.O. #1	\$68,081.42	\$62,702.62
C.O. #3	\$11,062.40	\$11,062.40
C.O. #4	\$2,314.61	\$2,314.61
Revised Contract Amount	\$2,165,166.91	
Contract Work Completed to Date		\$2,092,202.64
Total Stored Materials to Date		\$120,160.05
Deduction for Stored Materials used		\$120,160.05
Completed Work and Stored Materials		\$2,092,202.64
Retainage (1.5%)		\$31,383.04
Previous Payments		\$1,985,203.63
Amount Due This Payment 8		\$75,615.97

Current Construction Cost Breakdown to Date (Internal Use Only, Not for City Council Memo)

Date of Council Action: 1/11/2016

City Project No.	Original Contract Amount	Total Change Orders	Contract Work Completed to Date	Retainage	Current Payment	Previous Payments	Paid to Date	Current Contract Amount
2015-10	\$1,169,943.69	\$68,081.42	\$1,187,455.00	\$17,811.83	\$41,560.92	\$1,128,082.25	\$1,169,643.17	\$1,238,025.11
2015-11	\$913,764.79	\$13,377.01	\$904,747.64	\$13,571.21	\$34,055.05	\$857,121.38	\$891,176.43	\$927,141.80
Totals:	\$2,083,708.48	\$81,458.43	\$2,092,202.64	\$31,383.04	\$75,615.97	\$1,985,203.63	\$2,060,819.60	\$2,165,166.91

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for 8811 Aviary Path (Lot 12, Block 1, Annistone Ranch)

Meeting Date: January 11, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer *TJK*
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director *SST*

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

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement for a new home to be built at 8811 Aviary Path (Lot 12, Block 1, Annistone Ranch).

SUMMARY

The owners of 8811 Aviary Path are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Roni and Graciela Aviles, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

It is recommended that the City Council approve the Custom Grading Agreement for 8811 Aviary Path (Lot 12, Block 1, Annistone Ranch).

TJK/jds
 Attachments: Custom Grading Agreement

CUSTOM GRADING AGREEMENT
FOR
8811 AVIARY PATH
LOT 12, BLOCK 1, ANNISTONE RANCH
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 11th day of January, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 OWNER. "Owner" means Graciela Aviles and Roni Aviles, husband and wife.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or any combination thereof:

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

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

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

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

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

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

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

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

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

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

If to Owner: Graciela Aviles and Roni Aviles
8668 Alvarado Court
Inver Grove Heights, MN 55077

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

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

Lot 12, Block 1, Annistone Ranch, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear,

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

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

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

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

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

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

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

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

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

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

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

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

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

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

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

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

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

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 11th day of January, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

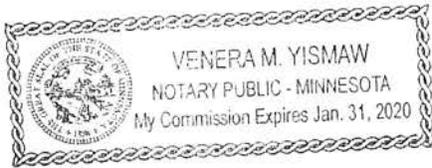
Graciela A. Aviles
Graciela Aviles

Ronnie Aviles
Ronnie Aviles

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 9 day of December, 2015, by Graciela Aviles and Roni Aviles, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Venera M. Yismau
Notary Public



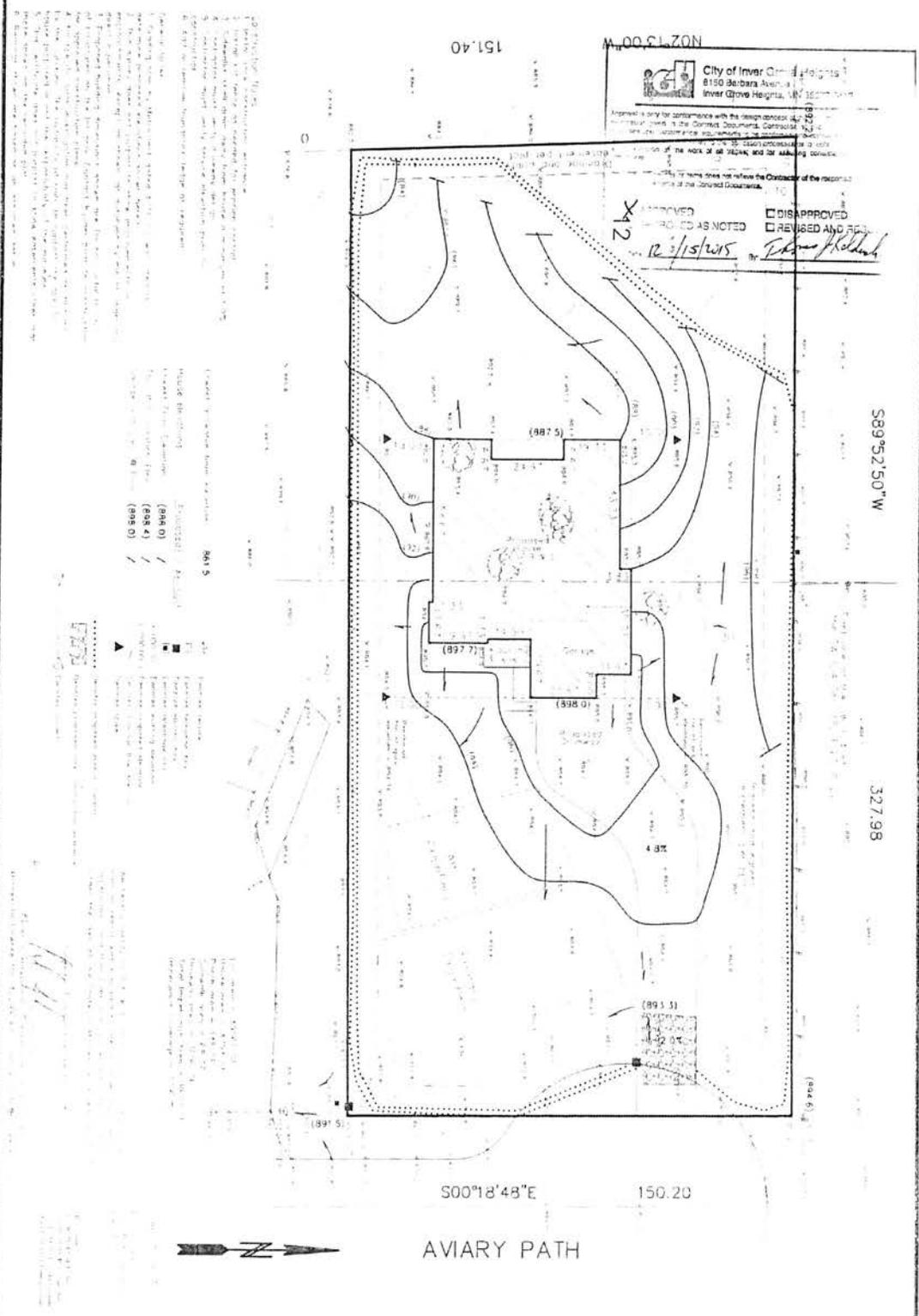
THIS INSTRUMENT DRAFTED BY:
LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Lot Certificate	12/4/2015	Pioneer Engineering

Approved by the City Engineer on December 15, 2015.



City of Inver Grove Heights
 8150 Barbara Avenue
 Inver Grove Heights, MN 56007-1000

Approved in full for conformance with the design shown on this plan and the Contract Documents, Contract No. 12-10-000000-0000, for the work of all trades and for all existing conditions.

APPROVED
 RECORDED AS NOTED
 12/15/2015
 [Signature]

DISAPPROVED
 REVISED AND RECORDED

1. The Engineer shall be responsible for the accuracy of the information provided to him by the client and for the accuracy of the survey data used in the preparation of this plan.

2. The Engineer shall be responsible for the accuracy of the information provided to him by the client and for the accuracy of the survey data used in the preparation of this plan.

3. The Engineer shall be responsible for the accuracy of the information provided to him by the client and for the accuracy of the survey data used in the preparation of this plan.

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11. The Engineer shall be responsible for the accuracy of the information provided to him by the client and for the accuracy of the survey data used in the preparation of this plan.

12. The Engineer shall be responsible for the accuracy of the information provided to him by the client and for the accuracy of the survey data used in the preparation of this plan.

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19. The Engineer shall be responsible for the accuracy of the information provided to him by the client and for the accuracy of the survey data used in the preparation of this plan.

20. The Engineer shall be responsible for the accuracy of the information provided to him by the client and for the accuracy of the survey data used in the preparation of this plan.

PIONEER Engineering P.A.
 1220 Summit Street
 Minneapolis, Minnesota 55406
 Phone: 612-338-1111
 Fax: 612-338-1112
 Website: www.pioneereng.com

Lot 12, Block 1,
 ANNISTONE RANCH
 according to the recorded plat thereof
 Dakota County, Minnesota

Certificate of Survey for:
 R.A. Kot Homes Inc

APPENDIX 2
IMPROVEMENTS

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Proposal from EOR, Inc. for Development of NWA H & H Model Transfer Information for Wenck Associates and Future Users of the Model

Meeting Date: January 11, 2016
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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: NWA Storm Water (448)

PURPOSE/ACTION REQUESTED

In 2015, the Council approved a pool of three consulting firms that can be used for storm water design in the NWA. On November 23, 2015 Wenck Associates was selected to complete an update to the primary hydrologic and hydraulic model for the NWA.

As Wenck began its work to update the model in the South Robert Trail Watershed, EOR provided assistance to transfer the electronic data for the model and provide basic background information. Subsequently, Wenck has requested a detailed summary of modeling methodology to insure that its work is consistent with that done previously.

I requested the attached proposal from EOR for this work. It is broken into three components. The first (\$3100) and second (\$5100) need to be done. The third (\$3100) will be a function of Wenck's future requests for support as they complete the work.

I recommend approval of the proposal. It would be funded from the NWA Storm Water Fund (448). In addition to ensuring that the work done by Wenck follows that done previously on the model, a primary deliverable will be a document that will guide future revisions to the model by any consultant.

SDT/kf
 Attachment: Proposal

Date | January 5, 2016

To | Scott Thureen, PE **Contact info** | IGH

cc | Steve Dodge, PE **Contact info** | IGH

cc | **Contact info** |

From | Brett H. Emmons, PE **Contact info** | EOR

Regarding | Scope for Robert Watershed Corridor - Support for Wenck Assoc.

Scope of Services

Background information and a copy of the latest hydrologic and hydraulic model has been provided to Wenck Associates, Inc. (Wenck) for their work on the Robert Watershed Corridor project. A summary of that material is attached (Attachment 1):

- Map showing areas recently updated in the model
- Table of status of parameters and status of update
- Explanation of model parameters.

This provides a list of “what” needs to be done, but does not address the “how” to do those updates to ensure consistency with past & future updates.

Follow up requests by Wenck for additional information and explanation of the system have been made to support their efforts and to facilitate a quick and efficient completion of the project. City staff have provided those portions that they have knowledge of, and additional items have been directed to us. EOR has attempted to keep its efforts and time to a minimal level, per the city’s direction.

Below is a summary of the time we may need to accomplish this support, divided into three sections:

- A) Immediate need to transfer organized model and data files (already started)
- B) Written summary of modeling methodology (as requested by Wenck)
- C) On-going assistance for questions that will arise to apply the system design consistently, so it is the same throughout the NW Area.

Task A. Immediate Organizing & Transfer	Time (hrs)	Cost
Summarize Status of model updates and coordinate with Wenck on data request	12	\$1,900
Inspect relevant development sub-models to confirm that all refinements have been incorporated; sort and organize data files (remove outdated attributes from previous versions)	6	\$900
Clip and package model and transfer	2	\$300
TOTAL	20	\$3,100

Task B. Written Modeling Methodology	Time (hrs)	Cost
Write up Methodology for modeling future/build-out conditions	30	\$4,600
Meet w/Wenck to review methodology	3	\$500
TOTAL	33	\$5,100

Task C. On-Going Q&A	Time (hrs)	Cost
On-going support & questions on model, freeboard (FB), system design, etc. (3 hrs/wk x 5 wks)	15	\$2,400
Meet w/Wenck on requested topic	4	\$700
TOTAL	19	\$3,100

Total Cost = **\$11,300**

Additional requested meetings, beyond the two identified above, will be billed on an hourly, as-needed basis.

Deliverables

1. Compiled model and summary of model status.
2. Summary of modeling methodology for consistency.
3. On-going support of model and overflow configurations.

Estimated Fee & Timing

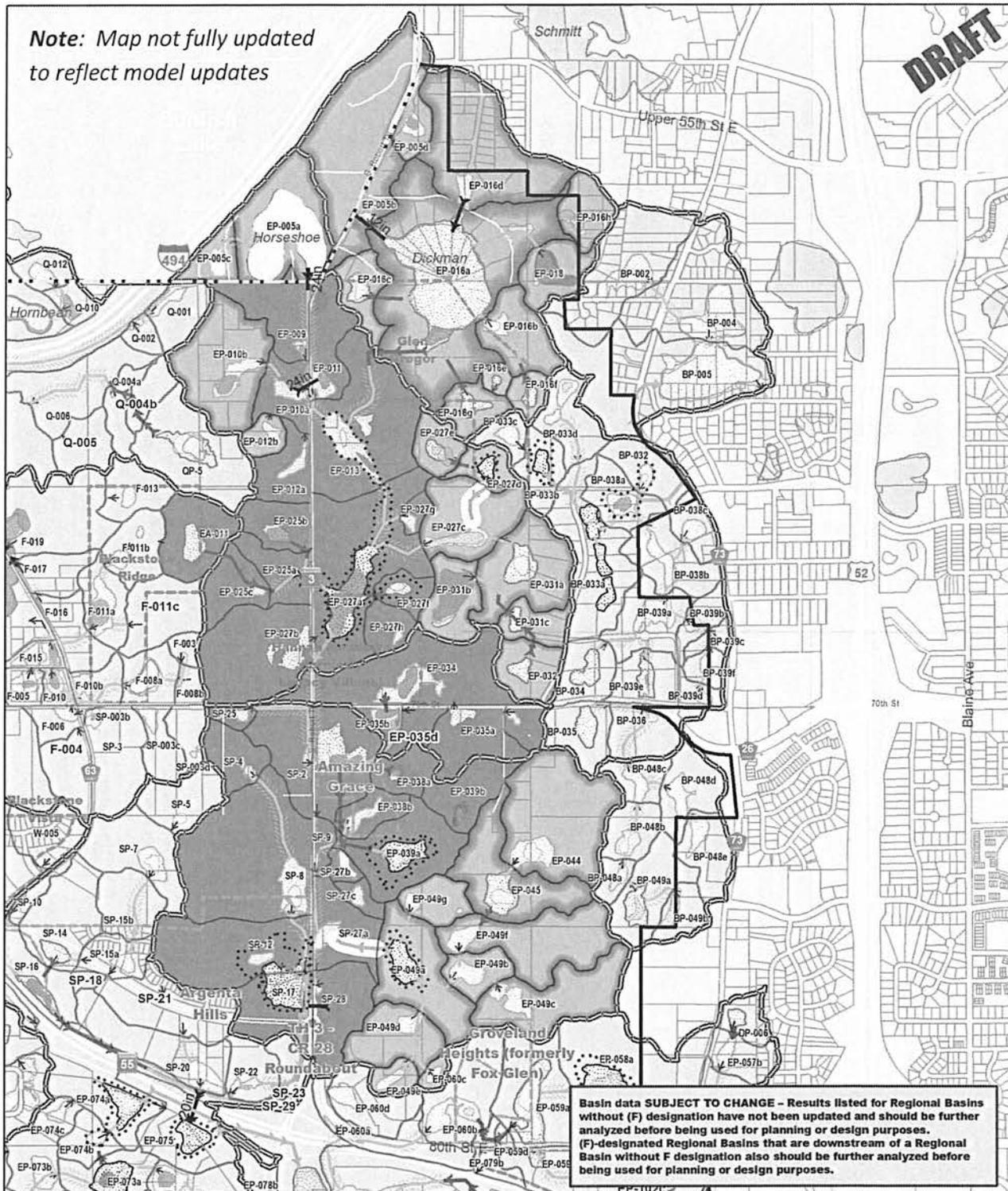
It is estimated that the services included above are \$11,300.

Timeline is expected to be done by March 18, 2016, with final timing ultimately driven by the prime consultant.

ATTACHMENT 1

Note: Map not fully updated to reflect model updates

DRAFT



Date: 12/22/2015 Time: 3:09:28 PM Author: ejensen Document Path: X:\Clients_Municipal\095_Invr_Grove_Heights\0013_Development_Reviews\30_IMH_Site\09_GIMS_Project\NameGIS\SRM_areaofinterest.mxd



- Legend**
- Northwest Area of Inver Grove Heights
 - Parcel
 - Municipality
 - Catchment Area
 - Existing Water Bodies
 - Catchment Flow Direction
 - Freeboard Limit (Category 3 Basins)
 - Development Area

- Proposed Basin by Overflow Category**
- Category 3
 - Category 2
 - Category 1
 - Area of Interest
 - Potential Inclusion

- Wetland Management Classification**
- 1 - Maintain 100yr HWL
 - 2 - Maintain 100yr HWL +0.5'
 - 3 - No Requirements
 - 4 - No Requirements

Regional Basins Overflow Plan for S. Robert Trail Corridor

December 2, 2015

Data Sources:
 City of Inver Grove Heights
 Emmons & Olivier Resources, Inc.
 Minnesota Department of Natural Resources
 Metropolitan Council
 Minnesota Department of Transportation
 BRAA's Natural Resource Inventory 2003



Description of Model Update Tasks

Catchment delineations – inspect and update catchment delineations per most recent elevation data (Dakota County, 2014 Lidar).

Catchment length and slope – Check to see if catchments boundaries change significantly, and recalculate the catchment length and slope if needed.

Basin stage-storage – Update stage-storage data using most recent elevation data and contours, build storage above NOF, and confirm invert elevations and starting water depth assumptions.

Overflow elevations - Update natural overflow elevations as needed based on most recent elevation data and contours.

NWL Review – Starting water levels in model simulation - review aerials from multiple years (2000 to most recent) to confirm/update appropriate representation of normal water levels in wet basins (or DNR data if available).

Regional basin seepage – Develop rating curves describing basin seepage based on upland and lowland soils in each basin, add seepage outflow to PCSWMM (orifice/rating curve/outlet).

Infiltration Parameters (Ksat, Initial Deficit, Suction Head) for Rainfall-Runoff – Adjust soil HSG group as appropriate to represent future build-out, assign infiltration parameters by HSG group, compute area-weighted values for catchments.

Build-out conditions attributes (% impervious, depression storage) – compute future allowable impervious from future zoning, and application of NWA development rules. Compute and assign depression storage for pervious and impervious areas in each catchment.

Stormsewer data – incorporate new stormsewer infrastructure per review of IGH data, surveys, as-built

Conduit attributes - review dimensions, roughness, and other specifications, update as needed.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: January 11, 2016
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Carrie Isaacson, Admin Svc Coord
Reviewed by: Janet Shefchik, HR Manager

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 Part-Time/Seasonal/Temporary employment of: Jason Evazich (VMCC/Operations Helper), Isabella Johnson (VMCC/Skating Instructor), Logan Tschida (Rec/Recreation Official), Nicholas Pieper (VMCC/Aquatics), Ryan Reeves (VMCC/Aquatics), Matthew LaBarre (Rec/Rink Attendant), Alexandra Mraz (Rec/Rink Attendant), Derek Ramthun (Rec/Rink Attendant), Joshua Stidham (Rec/Rink Attendant), Jordyn Toomey (VMCC/Aquatics), Anthony Hammes (Rec/Rink Attendant)

Please confirm the Paid On-Call employment of: Lillian Altendorfer-Morales (Paid On-Call Firefighter)

Please confirm the Full-Time employment of: Lucas Atzmiller, Patrol Officer and Andrew Hermann, Street Maintenance Worker

Please confirm the Transfer of: Joel Jackson, Street Maintenance Worker to Utility Maintenance Worker

Please confirm the Termination of: Andra Bontrager, GIS Technician, Jodi Husemann (VMCC/Fitness), Irene Ruiz-Briseno (VMCC/Fitness), Mercedes Miklya (VMCC/Aquatics), Cole Phares (VMCC/Aquatics), Danielle Christensen (VMCC/Aquatics)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Application for On-Sale Wine and On-Sale 3.2 Malt Liquor License

Meeting Date: January 11, 2016
 Item Type: Public Hearing
 Contact: Michelle Tesser, City Clerk
 Prepared by:
 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

Consideration of the application of Top Restaurants, LLC dba 1.2.3. Pasta for an On-Sale Wine and On-Sale 3.2 Malt Liquor License. The premise location is 6508 Cahill Ave. This new restaurant will serve pastas, salads, flatbread and pizza. The owners also own an Italian restaurant in St. Paul called La Grolla. The notice of the public hearing was published on December 20, 2015 per City Code 4-1-12. Applicants state that they will open February 1, 2016. The applicants paid the liquor license fees and provided all the necessary documents. The Police Department conducted the background investigation on the applicants and found no basis for denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Official Depositories for 2016

Meeting Date: January 11, 2016
Item Type: Regular
Contact: Kristi Smith 651-450-2521
Prepared by: Kristi Smith, Finance Director
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

Approve official depositories for 2016.

SUMMARY

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

The following institutions have been designated in the past and the City has been satisfied with their services: Bremer Bank, N.A.; Wells Fargo Bank, N.A.; RBC Capital Markets, LLC; Wells Fargo Securities LLC; Morgan Stanley Smith Barney LLC; and Stifel Nicolaus & Co., Inc.

I recommend that the Council approve the official depositories listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS – Case No. 15-46ZA

Meeting Date: January 11, 2016
 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 Second Reading of an Ordinance Amendment to the regulation of parking of vehicles and recreational vehicles in the front yard by removing one of the temporary exceptions.

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

The City Council considered the first reading of the ordinance amendment on December 14, 2015.

The ordinance amendment is to remove the exception allowing parking on grass in the front yard on a temporary basis not to exceed 7 days because the exception was creating difficulties and too difficult to enforce.

ANALYSIS

The Council did not suggest any further changes to the ordinance at that meeting. Staff is not suggesting any further changes. Staff has not received any further comment from the public since the December 14 meeting.

Councilmember Mueller asked Staff to look into the ordinance language to see if parking of boats is allowed in the front yard. Ordinance 10-15A-3 specifically states:

“Parking of vehicles and/or recreational vehicles in the front yard is allowed only on a driveway or parking pad that is directly contiguous to the driveway.”

The definition of “recreational vehicle” includes; “boats, boat trailers, personal watercraft...”

Should the Council wish to look at addressing parking of recreational vehicles in the front yard, a separate public hearing with the Planning Commission would be required. The front yard parking ordinance that was approved in June, 2014 is attached to this memo.

RECOMMENDATION

Planning and Code Enforcement Staff: Recommend removing the seven day exception clause as it cannot be tracked and too difficult to enforce.

Attachments: Ordinance Amendment Second Reading (no changes)
Front Yard Parking Ordinance

**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 PARKING
STANDARDS FOR VEHICLES AND RECREATIONAL VEHICLES 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 15, PERFORMANCE STANDARDS of
the Inver Grove Heights City Code is hereby amended to read as follows:

10-15A-3: OFF STREET PARKING REGULATIONS:

B. Location: Required off street parking in the E and R districts shall be on the same lot as
the principal building. Required off street parking in all districts shall meet the following
setback requirements:

1. Within all E and R districts, all vehicles normally owned or kept by the occupants on
the premises must have a garage stall or open parking space on the same lot as the
principal use served. Open parking spaces accessory to one- and two-family structures
may be located anywhere on the lot containing the principal structure except that such
parking may be located in a rear yard to within five feet (5') of an interior side lot line
and to within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or recreational
vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area located
between the curb or edge of street pavement and the front line of the principal
structure along any street frontage.

b. Parking of vehicles and/or recreational vehicles in the front yard is allowed
only on a driveway or parking pad that is directly contiguous to the driveway. Said areas
shall be constructed of bitumen, concrete or paving blocks and shall conform to
maximum impervious surface standards. All parking spaces shall maintain a minimum
five (5) foot side yard setback.

c. The following exceptions apply:

1) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30.

~~2) Parking of vehicles and/or recreational vehicles may be allowed on grass in the front yard on a temporary basis not to exceed any seven day duration.~~

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication.

Passed in regular session of the City Council on the ____ day of _____, 201__.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 1279

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) CHAPTER 15 REGARDING PARKING
STANDARDS FOR VEHICLES AND RECREATIONAL VEHICLES IN SINGLE
FAMILY RESIDENTIAL ZONING DISTRICTS

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

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principal use served. Open parking spaces accessory to one- and two-family structures
may be located anywhere on the lot containing the principal structure except that such
parking may be located in a rear yard to within five feet (5') of an interior side lot line
and to within eight feet (8') of rear lot line.

2. Within all R-1A, R-1B, R-1C and R-2 districts, parking of a vehicle and/or recreational
vehicle on grass or unpaved areas in the front yard is prohibited.

a. For the purposes of this section only, front yard means the area located
between the curb or edge of street pavement and the front line of the principal
structure along any street frontage.

**b. Parking of vehicles and/or recreational vehicles in the front yard is allowed
only on a driveway or parking pad that is directly contiguous to the driveway.** Said areas
shall be constructed of bitumen, concrete or paving blocks and shall conform to
maximum impervious surface standards. All parking spaces shall maintain a minimum
five (5) foot side yard setback.

c. The following exceptions apply:

1) Parking of automobiles may be allowed on grass in the front yard only during the winter parking ban period from November 1 through March 30.

2) Parking of vehicles and/or recreational vehicles may be allowed on grass in the front yard on a temporary basis not to exceed any seven day duration.

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

DRIVEWAY: A private road that connects a house, garage, or other building with the street.

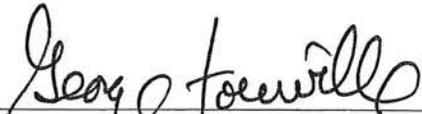
PARKING PAD: A surface area or "pad" directly contiguous to a driveway made of bitumen, concrete or paving blocks.

RECREATIONAL VEHICLE: Any vehicle which meets the criteria for "recreation" class registration and license plate, DNR registration, or trailer registration used for conveyance of recreation vehicles as established by the Minnesota Department of Public Safety, Minnesota Department of Natural Resources, or this chapter, including, but not limited to: travel trailers, stock car trailers, livestock or horse trailers, campers, motor homes, tent trailers, vehicles converted to motor homes, snowmobiles, snowmobile trailers, **boats, boat trailers**, personal watercraft, all-terrain vehicles, and all-terrain vehicle trailers.

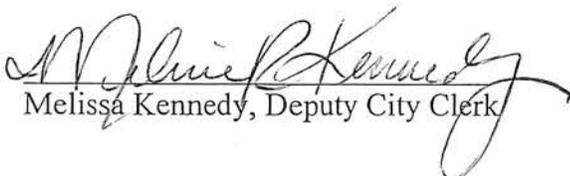
Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law and from and after November 1, 2014.

Passed in regular session of the City Council on the 9th day of June, 2014.

CITY OF INVER GROVE HEIGHTS

By: 
George Tourville, Mayor

ATTEST:


Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DESIGNATE OFFICIAL NEWSPAPER FOR 2016

Meeting Date: January 11, 2016
 Item Type: Regular
 Contact: 651-450-2513
 Prepared by: Michelle Tesser, City Clerk
 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:

Consider designation of the official newspaper serving Inver Grove Heights for 2016.

SUMMARY:

The City Council designates the official city newspaper for publication of legal notices annually. The community is served by one weekly “free” paper, the South West Review (Lillie Suburban Newspapers). The South-West Review is the current official newspaper.

The South West Review submitted a request to be considered as the City’s official newspaper for 2016. The submission included only prices for legal publications (not delivery areas).

For 2016 the South-West Review will charge \$8.30 per column inch for a one-time publication, and \$7.00 per column inch for each additional publication. The proposed rate for one-time publications represents an increase of \$0.60 from 2015. The proposed rate for each additional publication represents a \$0.50 increase from 2015.

Lillie Suburban Newspapers also posts all legal notices on their websites at no additional charge.

Council is asked to consider designating the South West Review as the City’s official newspaper for 2016.

Lillie Suburban Newspapers, Inc.

2515 E. Seventh Avenue
North St. Paul, MN 55109
(651) 777-8800

December 14, 2015

Melissa Kennedy, City Clerk
City of Inver Grove Heights
8150 Barbara Avenue East
Inver Grove Heights, MN 55075

Dear Ms. Kennedy:

Thank you for the opportunity to bid on public notice publication services for the City of Inver Grove Heights. Lillie Suburban Newspapers has been serving the needs of the Inver Grove Heights area for 37 years, and is pleased to provide ongoing coverage of city government and school issues and community events.

Lillie Suburban Newspapers is the oldest weekly newspaper company in the St. Paul area. It was founded in 1938 by the late T. R. Lillie. His grandsons, Jeffery Enright and Ted H. Lillie, are continuing the family tradition of publishing award-winning community newspapers in the St. Paul suburbs.

It is our sincere desire to provide the best possible local news coverage in the Inver Grove Heights area. Our experienced news staff provides readers with a well-balanced, lively and informative product each week. We realize that Inver Grove Heights area residents look to the *South-West Review* as one of their primary sources of information about city activities and meetings, and we will continue to publish the city's press releases and photos.

The *South-West Review* has the official designation of the neighboring communities and school districts.

5 P.M. Wednesday is the deadline each week for submitting public notices to our office. Public notices should be directed to Kitty Sundberg, Lillie Suburban Newspapers, 2515 E. Seventh Ave., North St. Paul, MN 55109. Our fax number is 651/777-8288. Notices may also be sent via e-mail to:

legals@lillienews.com

Legal publication rates for minutes, advertisements for bids and other notices are as follows:

\$8.30 per column inch for a one-time publication
\$7.00 per column inch for each additional publication

Thank you for considering the *South-West Review* as the official legal newspaper for the City of Inver Grove Heights for 2016. If you have any further questions, don't hesitate to call us.

Sincerely,



Jeffery Enright
Publisher



Ramsey County Review • Maplewood Review • Oakdale-Lake Elmo Review • Review Perspectives
New Brighton Bulletin • Shoreview Bulletin • St. Anthony Bulletin • South-West Review
Roseville-Little Canada Review • Woodbury-South Maplewood Review • East Side Review

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Sincerely,



Jeffery Enright
Publisher



Ramsey County Review • Maplewood Review • Oakdale-Lake Elmo Review • Review Perspectives
New Brighton Bulletin • Shoreview Bulletin • St. Anthony Bulletin • South-West Review
Roseville-Little Canada Review • Woodbury-South Maplewood Review • East Side Review

Appoint Acting Mayor for 2016

REQUEST FOR COUNCIL ACTION

Meeting Date: January 11, 2016
 Item Type: Regular
 Contact: 651-450-2513
 Prepared by: Michelle Tesser, City
 Reviewed by: Clerk

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 appointing a Councilmember to serve as Acting Mayor for 2016 or adopt practice of rotating service.

SUMMARY:

A number of years ago Council began the practice of rotating service as Acting Mayor beginning with the most senior councilmember. The Acting Mayor presides over Council meetings at which the Mayor is absent.

Council should determine if they wish to continue the practice of rotating service as Acting Mayor for 2016 or designate a Councilmember to serve in that capacity for the entire year.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Appoint Delegates to Association of Metropolitan Municipalities

Meeting Date: January 11, 2016
Item Type: Regular
Contact: 651-450-2513
Prepared by: Michelle Tesser
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:

Consider appointing a representative and an alternate to the Association of Metropolitan Municipalities

SUMMARY:

The current representative to the AMM is Mayor Tourville, and the current alternate is Councilmember Bartholomew.

Council should appoint a representative and an alternate to the Association of Metropolitan Municipalities for 2016.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

2015 BOARD APPOINTMENTS – DAKOTA COMMUNICATIONS CENTER

Meeting Date: January 11, 2015
Item Type: Regular
Contact: 651-450-2513
Prepared by: Michelle Tesser,
Reviewed by: City Clerk

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:

Appoint Director and Alternate Director to the Dakota Communications Center Board of Directors for two year terms.

SUMMARY:

In accordance with DCC by-laws, Directors and Alternate Directors are appointed for two year terms. Inver Grove Heights is required to appoint a named elected official to serve as a Director and to designate another named elected official to serve as an Alternate.

The current Director for the City is Mayor Tourville, and the current Alternate Director is Councilmember Piekarski Krech. Quarterly board meetings are held on the third Thursday of the designated month at 8:00 am in the DCC Training Room.

2860 160TH STREET W.
ROSEMOUNT, MN 55068
T: 651-322-1900
F: 651-322-2334
WWW.MN-DCC.ORG

DAKOTA
COMMUNICATIONS
CENTER



November 1st, 2015

Joe Lynch
Inver Grove Heights City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: 2016 BOARD APPOINTMENTS

Dear Administrator Lynch,

With the approach of the New Year, I would like to draw your attention to the appointment process for the Dakota Communications Center Board of Directors.

In accordance with DCC by-laws, Directors and Alternate Directors are appointed for two year terms. Five members are required to appoint in January of even-numbered years, while the other seven members appoint in January of odd-numbered years. In 2016, the cities of Apple Valley, Burnsville, Dakota County, Eagan and Lakeville are required to appoint a named elected official to serve as a Director and to designate another named elected official to serve as an Alternate.

Directors and Alternates may be reappointed at the discretion of the member.

In addition to the members who must appoint Directors and Alternates in January, 2016, Farmington, Hastings, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul and West St. Paul may need to make appointments in the event that a current Director or Alternate is leaving elected office or because of your governing board's appointment practices.

The current Director for Inver Grove Heights is Mayor George Tourville and your current Alternate Director is Councilmember Dennis Madden. The 2016 quarterly meeting schedule will be addressed at the December, 2015 Board meeting. Board meetings are held on the third Thursday of the designated month at 8:00 AM in the DCC Training Room unless otherwise noted.

I would appreciate it if you would include DCC Board appointments on your January, 2016 City Council meeting agenda for action, followed by notification to the DCC of the action taken.

Please be sure to let me know if you have any questions regarding DCC Board appointment requirements. Thank you for your attention to this matter and your continuing efforts on behalf of Dakota Communications Center.

Sincerely,

A handwritten signature in black ink, appearing to read 'Diane Lind'.

Diane Lind
Executive Director, Dakota Communications Center

RECEIVED

NOV 09 2015

MEMBERS:

APPLE VALLEY
BURNSVILLE
DAKOTA COUNTY

EAGAN
FARMINGTON
HASTINGS

INVER GROVE HEIGHTS
LAKEVILLE
MENDOTA HEIGHTS

ROSEMOUNT
SOUTH ST. PAUL
WEST ST. PAUL

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Appoint Deputy Weed Inspector for 2016

Meeting Date: January 11, 2016
Item Type: Regular
Contact: 651-450-2513
Prepared by: Michelle Tesser,
Reviewed by: City Clerk

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:

Appoint Park Brian Swoboda to serve as Deputy Weed Inspector for 2016.

SUMMARY:

Pursuant to State Statutes the Mayor retains the official title of Weed Inspector and may appoint a Deputy Weed Inspector for enforcement purposes. The Deputy appointment for 2016 shall be Brian Swoboda, City Forester/Park Maintenance Coordinator.

It worked out well for this responsibility to be handled by the Parks Division in the past and staff recommends that practice continue for 2016.