

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, March 28, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
 - A. New Police Officer Introductions
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 February 22, 2016 City Council Meeting Minutes
ii. Minutes of March 7, 2016 Work Session Meeting Minutes
 - B. Resolution Approving Disbursements for Period Ending March 23, 2016
 - C. Consider Approval the Acquisition of Property at 6140 Doffing Avenue
 - D. Consider Approval of the City Administrator Salary Adjustment
 - E. Consider Approval of Joint Powers Agreement with Dakota County for the Mendota/Lebanon Regional Trail in the Blackstone Vista Subdivision
 - F. Consider Approval of Contract for VMCC Roofing Project
 - G. Consider Approval of Proposal from Friends of the Mississippi River for Heritage Village Park & Swing Bridge Park Restoration Work
 - H. Consider Approval of 2016 Tree Replacement Plan
 - I. Consider Reclassification of Park Superintendent Position
 - J. Municipal State Aid Street System Adjustments
 - K. Consider Revision to Approved Capital Equipment Acquisitions for 2016
 - L. Authorize the City Administrator to Discuss with Property Owner an Identified Site of the New Fire Station and Proceed with Appraisal
 - M. 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. Public Hearing on Special Assessment for 2015 Nuisance Abatement Program
 - B. Public Hearing to Consider Application for New Owners of the Established Off-Sale Liquor License of H&K Corporation d/b/a Market Liquor, 5866 Blaine Ave E.
 - C. Public Hearing to Consider New Officer of AMC Theatre Liquor License
7. **REGULAR AGENDA:**
 - ADMINISTRATION:**
 - A. Consider Approval of Community Solar Garden Contracts with Solar Stone Partners

B. CITY OF INVER GROVE HEIGHTS: Consider Approval of First Reading of Ordinance Amendment Title 10, Chapter 2 Section 3(D)(2) Zoning Ordinance Provisions Related to Massage Therapy Businesses

8. MAYOR & COUNCIL COMMENTS:

9. EXECTUTIVE SESSION:

10. 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, FEBRUARY 22, 2016 - 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, February 22, 2016, 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, City Engineer Kaldunski, Assistant City Engineer Dodge and Liet. Josh Otis.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. i. Minutes of January 25, 2016 City Council Meeting Minutes
- ii. Minutes February 1, 2016 Work Session Meeting Minutes
- B. Resolution **16-30** Approving Disbursements for Period Ending February 16, 2016
- C. Consider Approval of Massage Therapy Business License for Essential Therapeutic Bodywork, 5778 Blackshire Path, Suite 200 and Individual Therapeutic Massage Business License for Monica Ann Bemus
- D. Consider Approval of Temporary Liquor License- Inver Hills Community College Foundation
- E. Consider Approval of 2016-17 VMCC Ice Rates
- F. Consider Approval of Rich Valley Potable Water Well
- G. Consider Approval of Portable Toilet Contract
- H. Resolution **16-31 16-32** Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2015
- I. Consider Approval of Record Meeting Minutes Contract **16-33**
- J. Consider Approval of the Proposal from Landmark Environmental Inc to Conduct a Phase II Environmental Site Assessment for the Properties Owned by Bill and Kathy McPhillips
- K. Accept Donation of SAFL Baffle from Upstream Technologies
- L. Approve Custom Grading Agreement (CGA) for 1784 86th Court
- M. Approval of a Storm Water Facilities Maintenance Agreement (SWFMA) for Lot 7, MacGregor Acres (2 High Road)
- N. Consider Trunk Utility Reimbursements for Blackstone Vista
- O. Consider to Authorize Inver Grove Heights Police Department to Enter into an In-Squad Computer Grant with the State of Minnesota, the Minnesota Department of Public Safety (DPS), Acting through its Office of Traffic Safety (OTS) **16-34**
- P. Personnel Actions

Motion by Bartholomew, second by Piekarski Krech, to approve the Consent Agenda 4.A- 4P. Councilmember Piekarski Krech pulled item 4F.

Parks and Recreation Director, Mr. Carlson discussed the issues with the current well. He discussed the ongoing issue outlining the need for a new well and the last five years of water issues at the park. Mr. Carlson stated that there is no water in the bathroom, faucet and concession. He discussed mineral build up and clogged up filters. He stated the only solution at this point is to dig a deeper well. Councilmember Piekarski Krech asked about the length of the well currently and depth of the dig and whether this will tap into a new aquifer. Mr. Carlson stated that the well will tap into a new aquifer. He stated he did not know the distance of the well or potential well. Councilmember Mueller asked how the well will be used and whether it will be used for something else. Mr. Carlson stated it will be used to fill the irrigation pond. Councilmember Mueller asked why can't you use the current well and drill farther to 450 feet. Mr. Carlson stated he didn't know the new depth of the well and that it's the advice from the well experts to find another aquifer. The council discussed the importance of conserving water and providing water in the park. Mr. Carlson stated other options were explored by well experts, utility staff and parks staff and that

the recommendation is to dig a new well. The Council discussed the option of postponing the decision. Mr. Carlson discussed the difficulty of getting the project completed if there is postponement. Mayor Tourville stated that he supports the water well but wanted more information on the well placement and depth. Councilmember Mueller asked about other costs. Mr. Carlson stated the costs presented are inclusive.

Motion by Tourville, second by Hark, to approve item 4F along with the direction for Mr. Carlson to follow-up with the answers to the questions posed by the Council including increase/decrease volume, well depth and irrigation pond plan.

Ayes: 3 (Tourville, Bartholomew, Hark)

Nays: 2 (PK and Mueller)

Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS:

A. Continuation of Public Hearing and Consider Resolution Ordering Project, Approving Final Plans and Specifications, and Authorizing Advertisement for Bids for the 2016 Pavement Management Program, City Project No. 2016-09D- 60th Street Area Reconstruction and the 2016 Improvement program, City Project No. 2015-10 – 60th Street Area Utility Improvements. (16-35)

Steve Dodge, Assistant City Engineer presented on the item. The public hearing was a continuation from January 25, 2016. Mr. Dodge gave a brief overview of the project and upgrades. The reconstruction portion of the project is recommended to be a full reconstruction along with storm water and storm sewer improvements. There are 51 parcels that will be assessed. Mr. Dodge indicated the area on the map presented. He stated property #1 will not be assessed, it's an empty lot. Staff is recommending \$9,000 per single family property assessment based on the appraisers special benefit recommendation. It equals 23.3% of the total project costs. A \$7,500 per single family property assessment would meet Chapter 429 requirement of 20% minimum total project costs. Staff recommends addressing the final assessment amount at the time of the assessment hearing after the bid opening when cost are more defined.

Mayor Tourville stated that the amount of the assessment could be as high as a \$9,000 assessment. Right now with the estimate the benefit would be at 23.3% but the 20% minimum cost could be reduced by \$7,500 per Chapter 429 statute.

Assistant City Engineer, Mr. Dodge stated in the affirmative. Mr. Dodge commented on the Asher Ave Cul-de-sac. He discussed that the 60 feet width does not meet the standards for City emergency vehicles and maintenance operations. Originally staff recommended a 96 foot cul-de-sac. After resident and council feedback, staff recommends a 70 foot width which fits into the right-of-way. Staff has continued to discuss the impacts with residents.

Mr. Dodge discussed the utility improvements of the 60th Street Area and the street reconstruction. Mr. Dodge discussed briefly the difference of the full vs. partial reconstruction. He stated that staff does not recommend a mill and overlay. She recommends a full reconstruction based on the pavement life and city standard.

Mr. Dodge discussed the curbs and gutter recommendation of a full reconstruction. The entire curb was inspected again. The result was 35-60% need curb replacement. Once you reach those thresholds its best to replace based on cost and construction. He stated three feet is irrelevant when you have to dig three feet. The curb being constructed would have a better barrier between the roadway and the boulevard. The new curb would better handle the storm water and prevent snow plowing damage. He

stated new curb is cost effective and also helps with the driveway entrances which is smoother and more accessible transition.

Mr. Dodge discussed a similar project of 47th street reconstruction with a mill and overlay example, and explained the different of a partial curb and why it can't be applied to these projects. The 59th Court resident concerns were outlined by Mr. Dodge. He stated staff recommends a full reconstruction. The subgrade soils are highly frost susceptible. The curb needs 42% replacement. Staff recommends a barrier curb. He stated pavement is not a candidate of the mill and overlay and there is severe stripping of the asphalt between the aggregate and asphalt. Councilmember Mueller asked about draining on 59th Court. Mr. Dodge responded that drains were being added to keep the water in the gutter. Water was getting in the pavement which will deteriorate the pavement prematurely.

Mr. Dodge summarized the Pavement Maintenance and the Schedule powerpoint slide. He reiterated that the recommendation is to order the projects 2016-09D and 2016-10.

Mayor Tourville stated that we have to do a 429 project or we don't do anything. The piece is the cul-de-sac and looking to see if there's a more neighborhood friendly way and also to look at the curb.

Kelly Kayser, 1953 59th Court Street. Ms. Kayser stated that she is the spokesperson for her street. Ms. Kayser discussed that the common goal is to have a great built streets in a cost effective project. She asked for a fair and equitable project. She presented calculations that indicated cost savings with more street projects being included. She asked that the increase reflect a thorough review of the costs.

Mary Brau, 1800 60th Street E. Ms. Brau is the spokesperson for her street. She compared the current cost benefit analysis reports to 65th, 47th and College Trail. She discussed comparisons, discrepancies and contradictions. 60th and 47th comps were identical to the appraisers and comps were identical. She discussed the discrepancies of the appraiser's reports including the proposed benefit. She stated that the appraisal was completed before the projects were split and corrected after that time.

Kelly Kayser, 1953 59th Court Street. She discussed the detriment of \$9,000 to the sale property.

Mayor Tourville stated that the LMC online tool assessment states that the appraisals used are an up to number. Further, he stated that staff can meet with the two spokespersons of the project to talk with the appraisers. The objective is to look at the projects and make them as cost effective as possible. Mayor Tourville summarized that from Ms. Kayser and Ms. Brau's testimony that the neighborhood wants the project but doesn't want to pay \$9,000.

Councilmember Piekarski Krech stated that she is worried about the bid process. The longer we delay the cost of the project will increase. She questioned whether we are better off putting this project on the roll for next year. Mr. Thureen stated staff recommends that the bids go through. He stated we can discuss and answer the questions with the neighborhood representatives at the same time. Mr. Thureen stated we don't want to delay anymore.

Mayor Tourville stated that the spokespersons didn't say they don't want the project. Staff will look at working together to lower the threshold to get the amount down.

Terry Nelson, 1948 59th Court. Discussed the stormwater runoff issues, he is in support of the project going forward.

Motion by Bartholomew second Hark to close the public hearing. Public hearing closed at 8:00pm.

Ayes: 5

Nays: 0

Motion carried.

Mayor Tourville asked if the resolution is accurate. Mr. Thureen stated that these are no proposed changes to the resolution. Mr. Thureen stated that going forward with the assessment hearing before awarding the contract addresses everyone's concerns.

Councilmember Hark asked if there is an expectation that the cost of jobs will go down with the lower cost of fuel. Mr. Thureen stated in the negative. Assistant City Engineer, Steven Dodge discussed the process of oil refining in creating pavement.

Motion by Mueller second Bartholomew to approve moving forward with the bid process.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. PARKS AND RECREATION:

A. CITY OF INVER GROVE HEIGHTS; Consider Awarding a Contract to Duininck Golf for the 2016 Inver Wood Golf Course Improvement Project.

Parks and Recreation Director, Mr. Carlson stated that due to council members' questions he asks that the council table the item to the March 14th council meeting. Mayor Tourville stated that staff is having one on one meetings with council members and are looking at alternatives.

Councilmember Bartholomew asked for staff to look at separating the golf course projects in different years to see if that changes the financing options.

City Administrator, Joe Lynch stated that Eric Carlson, Kristi Smith and himself met and assembled detailed information together. He extended to the Council the option to meet with staff one on one again on this item before the March 14, 2016 meeting. Staff will make an alternative proposal both looking at separation of the project and alternative financing.

Mayor Tourville stated that in the Friday memo they would like a deadline to deal with the bids.

City Attorney, Tim Kuntz stated to the Council, that it will be okay to determine a decision by March 14, 2016.

Mayor Tourville asked if they have 60 days until time to bid. He stated he didn't want to table it and then get too far in the season to bid.

City Attorney, Mr. Kuntz and City Administrator Lynch stated that March 14, 2016 is the last day to take action on the bidding process. Mr. Lynch stated he will put the date in the Friday memo as requested.

Mr. Kuntz discussed the separation of financing and whether the bid allows you to do that. Mr. Carlson stated that there is an option for alternatives. He stated that they is some degree that allows you to do that.

Councilmember Bartholomew discussed that we may want the option to finance in different years.

Motion by Bartholomew second Piekarski Krech to received to table the item until March 14, 2016.

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

B. CITY OF INVER GROVE HEIGHTS; Consider First Reading of Ordinance Amendment Related to Restaurant Definition / Inver Wood Golf Course.

Mr. Carlson gave a brief description of the item. He stated that if ordinance changes are approved then this will allow the golf course to serve intoxicating liquor sales on Sundays. He stated currently the Golf Course doesn't meet the city's restaurant definition.

Councilmember Piekarski Krech asked if this will affect any other restaurants in town with the words "convection". She asked whether you still have to have an oven.

City Attorney, Mr. Kuntz stated in the affirmative. This ordinance applies to everyone who is a restaurant and applies for an on-sale Sunday liquor license. This is not specific to the golf course.

Mr. Lynch stated we do have a liquor license holder who could benefit from this amendment.

City Administrator, Mr. Lynch asked the Council if they would consider passing this item in one reading or if they would consider approving it in the second reading. He discussed that the license has to be approved by the state and approving the liquor license will help speed up the process.

Councilmember Hark stated that he doesn't want to suspend the rules and suggested that we pass the first reading and pass the ordinance in the second reading waiving the third reading. Councilmember Piekarski Krech concurred.

Mayor Tourville asked staff to let liquor license holders know about the ordinance change.

Motion by Piekarski Krech second Bartholomew to approve the first reading of the Ordinance Amending the Restaurant Definition.

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

II. ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Consider Ordinance Amending Inver Grove Heights City Code, Title 1, Chapter 6, Article A, Section 5(J) Related To Criminal History Background Check

Mr. Lynch introduced the matter. He discussed that currently the police department is conducting the background checks. Currently, there are 400 personnel background checks and other license background checks. From a staff perspective, City Clerk and HR Manager would like to add the flexibility of going through a company that provides background checks. He discussed the BCA is not discretionary. Full-time employees will go through the BCA but there are other circumstance which doesn't need a BCA check. The ordinance amendment allows the City Administrator the discretion to make the decision on whether something needs a BCA check or can go through a third party vendor.

City Clerk Tesser summarized areas that this ordinance amendment would benefit her duties.

Mayor Tourville asked that staff look into other vendors that provide this type of service for cost benefit.

Councilmember Piekarski Krech asked how this would affect the budget. Mr. Lynch stated that this is a cost either way. He stated the applicants pay through the fees of the process. She asked about the criminal background checks of employees. He stated that there is a cost of the background fees. Mr. Lynch discussed the Mayor's point of looking at other vendors. He stated that there is a small segment of businesses that provide this service. Mr. Lynch discussed the past experience with the vendor and that they are cost effective and timely. But staff can look at other businesses that provide the service and seek their opinion on ability and costs.

Councilmember Piekarski Krech asked what are the perimeters on who gets a BCA check and who doesn't. City Clerk Tesser responded and stated that question is best answered by the HR Manager when it comes to employment. She elaborated on the licensing process and how the business VCI can search all 50 states. The timeline would be two days instead of what is currently done which is going to each state, such as New York, and takes up to two weeks. So this change would benefit those businesses seeking a license. Mr. Lynch stated that staff will go forward with looking at other businesses that provide this service.

Councilmember Hark asked what tools will be used when conducting a background check. He asked if it's a monthly service that you run a background check on nationwide. He asked what will be the tools that you will be using if you do it in-house. Ms. Tesser stated that mainly this will be benefiting new liquor license holders. She discussed a current example of a new liquor license process and the lengthy timeline. She stated that this change will quicken the process. Mr. Lynch stated that the Council has seen the frustration from businesses on the length of time it takes to get through the investigation process. Our only resource right now is the Police Department. Councilmember Hark discussed that there are public record services out there that you can pay for or subscribe to that can run the 50 state check fast. Mayor Tourville and Councilmember Hark discussed the type of services you can get online.

Mayor Tourville asked for the information of why we are doing this and what we are looking at such as if it's on a per request basis or a monthly service. Councilmember Hark stated he is asking the questions because he wants this process done as efficient as possible.

Mr. Lynch stated that we will have the HR Manager here at the next meeting to respond to the questions asked today such as when is the BCA needed, when is the BCA not needed, the questions regarding the subscription service. We will come back with those answers in writing and have the HR Manager present at the next council meeting.

Motion by Piekarski Krech second Bartholomew to approve the first reading of the Ordinance amending criminal background checks.

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider Acceptance of Community Solar Garden (CSG) Subscriptions with SolarStone Partners

Parks and Recreation Director Mr. Carlson, presented the Solar Garden Subscriptions. He went over the PowerPoint presentation. Metro Council RFP received 10 total tickets from SolarStone Partners 200 (kW) garden per ticket.

He discussed the potential risks with the council. He stated that the term is 25 years and the new technology developed PUC credits change could change our bill credits which could affect our rates. He stated that the tax credit has been extended to 2020. Mr. Carlson stated that the cost of land for future CSG's may be more expensive. An increase needs to happen of 1.7%.

Councilmember Bartholomew asked about the contract and how you could get out of the contract. Mr. Carlson stated it is very expensive to get out of the contract.

Councilmember Mueller asked if we pay a percentage upfront. Mr. Carlson stated no we pay 1.2 Kwh of hours. We pay 10 cents but we would pay 12 cents. But the solar power goes up 1% the energy will go up greater by 1% a year. The rate could do greater than the cost of electricity. Councilmember Hark stated that we are betting on that the electricity is going up. Xcel is the risk because we don't know the cost of the electricity. Mr. Carlson stated we recommend buying 10 cents. Attorney Kuntz stated that he is clarifying to the Council that you are not betting on electricity but the solar rate for Xcel to buy the credit. The consumption is the same. The bill will be the consumption, plus the rate, minus the solar rate. It's a mathematical calculation. We received a solar credit but we bought it from the producer.

City Attorney Mr. Kuntz, stated that the words are not the same. The company's solarstone subscribers should have the same number and that each of the sites is the same. Other communities in their lottery tickets had to compare the companies. The model put forth is a model that says you lock in at 12 and get 1 cent a year. It's a locked in amount. We the company will charge you the city 1cent less per kwh then you receive in credit on your bill. If the credit on your bill is 13 cents then we charge we 12 cents.

Mayor Tourville stated he doesn't want to pay more than another city or county. Mr. Kuntz stated there is a risk of that depending on the company. We have the same lottery ticket from one company so there is no other choice.

Councilmember Bartholomew asked what if the solar company doesn't perform. Do the credits go away? What is the liability? Mr. Kuntz stated that in the early years the city will have a loss. In year six, if the company goes belly up in the later years then there's a liability associated with it. It depends on the forecast of the year. Mr. Carlson showed the amount of the solar credit. The other risk is you are required to buy. If the operator is a poor operator then we will produce 80% then our estimate only improves. The cost savings will be less over time. Essentially, this is the future of solar credits. Is that going up or down, that's what you're getting from Xcel solar credits it's equally dollars.

Councilmember Bartholomew stated that there are no guarantees. Mr. Carlson stated no there is not. He further discussed that if you sign the agreement tonight they may not be able to complete the contract of the interconnect agreement with Xcel. Mayor Tourville stated that you want Xcel to use it. Minnesota has more solar and energy than other states. They are trying to get the contracts to see what they are going to do. Without Xcel or the Government there is no program. Mayor Tourville stated he has never seen the price of electricity go down. Furthermore, a lot of cities have interest in receiving a ticket. Councilmember Piekarski Krech asked about the number of tickets. Mr. Carlson discussed other cities ticket. Mr. Carlson stated if they received zero power than we don't write them a check.

City Attorney, Mr. Kuntz stated if the city isn't making an upfront investment, it would be pay as you go. He stated where the upswing is for the company to raise that capital is if they agree to only a 1 % inflation starting out. He said the answer is the federal tax credits that are afforded to the company that credits 50% in the first year and a rapid acceleration. Mr. Kuntz stated it's tax credit driving economic model. Most speculate the people that are around now will sell their business and tax credits in the future. The incentive is the tax credits so the owners of the company could change. The risk is output contract you're producing more and paying more than you need as a credit. You're only buying 40% of your consumer need today. He stated the second risk is what if they change the regulatory undertaking of the tax credits. He stated that could happen. The third risk is you don't produce then you don't pay. The fourth risk if the solar credit doesn't rise to the levels of Xcel. Mr. Kuntz stated than you won't get the savings.

Mayor Tourville stated we could get another offer from a different company. The other issue is the price of land. I want to say Solar Stone Partners has ten employees.

Councilmember Hark stated all our tickets are for Solar Stone Partners. The biggest risk is federal tax credits and what they do with the tax code. He stated he is willing to take a risk.

Councilmember Bartholomew stated 5% is what he is willing to do.

Councilmember Hark stated that he wants the percentage to be 10.

Mr. Carlson stated nothing happens until we see the contract.

Councilmember Piekarski Krech stated that we could look at it again.

Motion by Hark second Piekarski Krech to proceed further with a 10 % Subscription with SolarStone Partners.

Ayes: 5

Nays: 0 Motion carried.

III. COMMUNITY DEVELOPMENT:

E. MOTORS MANAGEMENT CORP.; Consider the following requests for property located at 1470 50th Street:

a) A Resolution 16-36 relating to a Conditional Use Permit Amendment and related agreements to allow for a building and parking lot expansion to the existing automobile dealership.

b) A Resolution 16-37 relating to a Conditional Use Permit to exceed the maximum impervious surface allowed in the Shoreland Overlay District.

Mr. Link, Community Development Director introduced the item. The applicant is requesting a conditional use permit amendment to add a 5,615 square foot building addition and to expand the parking/outdoor storage area by about 25,000 square feet. The applicant is requesting a conditional use permit to exceed the impervious surface in the shoreland district. The shoreland is Schmidt Lake across from 494. The CUP needs a 4/5th vote from the council. Mr. Link discussed the expansion of the building on the east side and the parking lot increase by 25,000 feet. He stated that DNR is not concerned with the location of the shoreland because of the volume of water going off the lot does not change. He stated that staff and Planning Commission have approved the request.

Mayor Tourville stated that the impervious surface potential is going up roughly 6%.

Steven Sobaski, Landform Professional Services, 105 South Fifth Ave, Minneapolis, MN advised that he represents Motors Management. Mr. Sobaski stated that the impervious surface is increasing by 6%. They have implemented storm water management to handle the excess volume and actually infiltrate that on site. The site is already in excess of 25% in its excess condition. This will slightly increase it to 33% of the existing impervious surface. However, there is no net increase to the total volume to the run off so they are making positive strives to limit the excess to meet with DNR’s requirements.

Mayor Tourville discussed with Mr. Sobaski the parking issues at the sight. He asked that the expanded parking lot be used for business and employee parking.

Mr. Sobaski stated they are well aware of the parking issues and that the additional parking will be used for employee parking as well. The additional parking will not just accommodate the extra inventory.

Mayor Tourville stated that you have to provide for the extra employee parking on site. He discussed the residents have emailed them regarding the parking issues on the public road. Mayor Tourville stated that the city busses and school buses have a hard time going down the road.

Mayor Tourville asked if the applicants are okay with the conditions listed. The applicant nodded in affirmative.

Motion by Piekarski Krech second Bartholomew to approve the A. and B. of the Conditional Use Permit Resolutions.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS

The council discussed that Mr. Lynch's performance evaluation will be changed to 6:00pm on March 14, 2016.

Motion by Piekarski Krech second Hark to approve the change to the date of the performance evaluation to March 14, 2016.

Ayes: 5

Nays: 0 Motion carried.

9. EXECUTIVE SESSION

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3
Discussion of Property Acquisition

City Administrator Joseph Lynch's performance evaluation was continued until March 14, 2016.

Motion by Mueller second Piekarski Krech to go into the executive session.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN: Motion by Hark, second by Mueller to adjourn. The meeting was adjourned by a unanimous vote at 9:40 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, MARCH 7, 2016 – 8150 BARBARA AVENUE**

1. CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in work session on Monday, March 7, 2016, in the City Council Chambers. Acting Mayor Piekarski Krech called the meeting to order at 6:00 p.m. Present were Councilmembers: Bartholomew, Hark, Mueller and Piekarski Krech, Community Development Director Link, Public Works Director Thureen, City Government Intern Calvert, and City Attorney Kuntz. Absent Mayor Tourville and Joe Lynch.

2. ARTERIAL (SOUTHERN ROADWAY ALIGNMENT) STUDY UPDATE

Public Works Director, Mr. Thureen introduced Brian Sorenson and Kristi Sebastian from Dakota County.

Brian Sorenson, Dakota County Assistant County Engineer presented a presentation of the draft recommendation of the Pine Bend Arterial Connector Study that included the purpose, need and process study that was done to create a 20 to 30 year shared transportation system for growth by proactively plan for the future that will minimize impacts and cost. The Dakota County 2030 Transportation Plan identified a need for this study, the study helped bridge the gap between adjacent studies. He stated that the study revealed an increase in traffic with proposed planned growth based on city plans, population and growth. It addresses the discontinued county roadway system in the study area and creates a safe and efficient roadway system long term. The study began in the fall 2014 and a project team was created that consisted of staff from Inver Grove Heights, Rosemount, MnDOT, Dakota County and a consultant. Multiple open houses were held. Mr. Sorenson stated that the study raised a lot of issues and they are being worked on. Since the last City Council Work Session on October 5, 2015, a resident concept was brought up and has been worked on. He stated current roadway conditions were looked at and considered for the planning. Mr. Sorenson stated that the recommendations have been developed by looking at models and asking what is the benefit and how does it fit in the system and how will the plan work in the long term.

Kristi Sebastian, Dakota County Engineer and Project Manager, presented alternative routes around Akron Avenue (County Road 73) and Cliff Road (County Road 32). She stated each scenario is a long term solution that met the objectives that were presented earlier. Scenario A starts out at Cliff Road (County Road 32) to Akron Avenue (County Road 73) the alignment would stay at Akron Avenue (County Road 73) and go north closer to Cliff Road (County Road 32) (east and west). East/west stays at Cliff Road (County Road 32) and utilizes Rich Valley Boulevard (County Road 71) over to 117th. Scenario B utilizes a new alignment for Cliff Road (County Road 32) and 117th east/west and maintains Akron Road (County Road 73) as a main roadway. Scenario C like scenario A is using Cliff Road (County Road 32) for east/west over to Rich Valley Road (County Road 71) to 117th and a new roadway is being introduced for the north/south.

Ms. Sebastian stated Scenario A and C (Rich Valley Alignment County Road 71) have been eliminated for consideration because of mobility and safety considerations. She said after the second open house scenarios B and D were looked at in more detail which included a new east/west alignment to 117th. Scenario B follows the Akron Avenue (County Road 73) alignment which shifts at the northerly end and comes into Rich Valley Boulevard (County Road 71). Scenario D is a new alignment along a new roadway. Scenario D which brings Rich Valley back

into the alignment through 117th or through the new north/south alignment. Scenario D was refined to move it east.

Mr. Sorenson discussed the costs and recommendations of the various scenarios. The figures are just preliminary and various factors could affect the costs. Akron Avenue, if realigned, in the short term would need to be made to bring it up to current standards and would cost about \$3.5 million. Right-of-way has higher costs in scenario B. If scenario D is picked the biggest issue would be Bituminous Roadways. They would lose out on some business and the damages could be \$6 million dollars. The green alignment avoids Bituminous Roadways. There would be costs for acquiring land from Flint Hills and then costs for improving Rich Valley. Flint Hills does want to work with Dakota County and do want to be compensated for their land. Scenario B building on Akron Road (County Road 73) would be a less expensive option. Scenario D is more expensive because of the longer road being considered. With long term costs there is some relief in the buffer land by Flint Hills. Length of the road is a cost consideration. There could be cost savings if a scenario was built in phases such as building the roadway in short term and long term phases. Scenario B takes into consideration the pipeline along Akron Avenue (County Road 73). Mr. Sorenson stated some of the pipeline is in County roadway and some is not and these costs are not included and the costs would go up over time. A table was shown of cost comparisons of the different scenarios.

Mr. Sorenson stated that the recommendations are in the short term to build Akron Avenue as a two lane collector road and turn back to the city in the future and realign Akron Avenue in the long term. In the long term four lanes from the south to Cliff Road and two lanes from there. This scenario was picked for cost considerations and this road would support the needs for traffic. This also allows Bituminous Roadways to continue mining. A two lane design would include eight foot paved shoulders and turn lanes would be included where needed. The cul-de-sac at 114th Street would save costs by not having to build a turn lane. Left turn lanes would need to be built at Alameda Avenue, 118th Street and Albavar Path. Right turn lanes are left open and would be considered when designing the project. Permanent right-of-way width was discussed which would be needed for ditch drainage, storm water runoff and snow plowing.

Mr. Sorenson stated that long term improvements when needed, would include four lanes to the south and 150 foot right-of-way along existing Akron Avenue (County Road 73). Improvements to Cliff Road (County Road 32) would include a four lane design from Akron Avenue (County Road 73) to TH 52. Alverno Avenue would be a major collector road. Akron Avenue (County Road 73) would be paved to meet state aid requirements. Car crashes were discussed (most were segment crashes not intersection crashes) and data would be submitted at a later date.

Councilmember Mueller asked what the rate sharing would be for costs. Mr. Sorenson responded the county cost would be 55% and 45% for the city.

Councilmember Hark asked about the traffic volume. Mr. Sorenson responded the volume of traffic would be the same whether it was a two lane or four lane road that was paved.

Councilmember Hark asked how far in the future the new section would be built out. Mr. Sorenson responded it could be 20 to 30 years and would depend on the growth in the area.

Councilmember Piekarski Krech asked what the speed limit would be on Akron Avenue (County Road 73). Mr. Sorenson responded they do not know because today it is a rural road and is 55 mph. After the road was built MnDOT would do a speed study.

Councilmember Piekarski Krech asked why not just do Rich Valley Boulevard (County Road 71) which is a straight shot. Mr. Sorenson responded that a certain density of roads are needed for safety and density. To the west and north there are more dense roads for development. To the south Rosemount has plans to develop. Funneling all traffic to the north/south would come at extra costs to travel efficiently.

Councilmember Piekarski Krech commented about the benefit to Inver Grove Heights for the development in Rosemount and how would the plan cross Robert Street which is currently a nightmare. Another factor is that commercial traffic would be coming through a residential area.

Resident Paul Nelson, 11810 Akron Avenue discussed his concerns about the County's plan being flawed, what is the need for a north/south roadway, and the costs were not discussed for moving the pipeline. The intersection of Akron and Cliff Road for the interim solution is a highway to nowhere. There would be two lanes at Akron and Cliff Road to either go right or left. There would be major congestion. Albarar Path would be used as a short cut and it is a rural road and would create unsafe conditions on Albarar Path. He showed maps showing various routes and traffic counts on the various roads. He would like to see what is going on with the four lanes proposed for Akron. He would like to know what the immediate needs really are. The County did promise not to turn Akron Avenue (County Road 73) into a four lane road. He also brought up environmental issues relating to the various scenarios.

Dan Fall, 11960 Albavar Path would like to see Akron Avenue (County Road 73) paved someday. It is currently a bad road and needs to be fixed. It currently is also a narrow road.

Cory Hohneke, 11530 Akron Avenue (County Road 73) commented that his driveway extends onto Akron. The county currently has no answers about the turn lanes and what the speed limit would be.

Jeff Brown, 11636 Akron Avenue commented on the price tag of about \$30 to \$40 million for 3 miles of road and buying bonds today with accruing interest for a project 30 years out does not make sense.

Mr. Sorenson said there were a lot of questions and comments about the presentation and would like to respond. There were a lot of issues raised. Trust has not been built with the residents. This project is important in regards to safety. The issue of congestion raised could happen over time and would need to be monitored. The issues raised would be looked at and discussed. He stated that turn lanes are critical to safety on roads. A road in Inver Grove Heights to benefit Rosemount is part of the planning process. A lot of drivers drive through different communities to get to where they need to go. He stated that the county needs to provide a whole system of roads. Robert Street has its own challenges and will need to be addressed.

Patrick Ahern, 11590 Alameda Avenue thanked the Council for listening to the citizens comments and advocating for the constituents. The pipeline runs through his yard and putting up a four lane road will not increase his property value. There is no detailed plan for costs and no costs were discussed for the work that might need to be done to the pipeline.

3. GREENSTEP CITIES

Michelle Calvert, City Government Intern presented a memo for GreenSteps Cities. She also noted that Peter Lindstrom Mayor of Falcon Heights was in the audience and is a member of the energy resource team and will be able answer questions. A GreenStep City is a voluntary

program for cities based on best practices. There are 175 possible opportunities to meet these best practices in five different areas: 1) Building & Lighting 2) Land Use 3) Transpiration 4) Environmental Management and 5) Economic & Community Development. The program addresses all the things residents feel are important for the city. For example quality of life, social aspects, good schools, safe place to live, community events, convenient shopping and parks, and environment (litter, good clean water) and financial aspects. The program provides ways for the city to approach these elements. There are no costs to sign up and register. The city can work at its own pace to achieve these best practices. The requirements are that the Council pass a resolution to be a GreenSteps City. Then staff would confirm the best practices that already exist, then register and complete the application. Inver Grove Heights would then be validated as a GreenSteps city which makes the city eligible to claim recognition in June 2016 for work already completed. What are the benefits – the program guides us through an efficient use of our resources resulting in savings for example lower energy costs. It provides maximum flexibility in choices. It provides action goals and gets the citizens involved. It would also promote civic culture, innovation and allows us to try new ideas. It also creates a positive legacy for current Council members. Other cities in Dakota County participating in the program are Burnville, Farmington, Rosemount, Apple Valley and Eagan. There are also metro area cities and greater Minnesota that are GreenStep cities. It is a popular program and is used for long term planning. The three main elements are social, environmental and financial. There is no risk in passing the resolution.

Ms. Calvert went over the existing best practices that already exist in Inver Grove Heights – Buildings & Lighting three of five are met, Land Use four of five are met, Transportation two of four are met, Environmental Management six of nine are met, and Economic & Community Development one of six are met. Inver Grove Heights easily meets the step two level (eight of the best practices are met). To reach step three sixteen items would need to be completed. To reach step four cities continue to report their progress over time and to complete step five the city would need to show improvement in the matrix.

Councilmember Piekarski Krech asked what the real benefit would be for participating in the program and devoting the staff time to the project. Ms. Calvert responded that staff would investigate that the matrixes are being met and start implementing ideas into projects.

Councilmember Hart asked Mayor Lindstrom about his experience with the program. Mayor Lindstrom responded that it has saved staff time once the program is in place. There are other organizations that are partners in the program. There is peer sharing to share ideas on the programs with the 29 best practices. There are about eight meetings a year for staff to attend and discuss the best practices. There are grants available for some of the programs also that are listed on the GreenSteps website with other information that is available to the cities. There are a total of 96 cities that are members statewide. It is one of the best private/public partnerships available. You can ask experts questions about any of the 29 best practices.

Ms. Calvert handed out information with more details about the program.

Ted Trenzeluk, 7305 Bancroft Way, introduced himself as the Environmental Committee Chair and has offered to help Ms. Calvert on the environmental practices for GreenSteps and asked council to pass the resolution.

Councilmember Piekarski Krech asked if commission members could attend the GreenSteps meetings and the response was they are welcome to attend.

Paul Mandell, 8320 Cleadis Avenue commented that he is a member of the Housing Committee and his experience for Minnesota Design Team and GreenSteps cities has provided opportunities to network and find help with best practices. The seminars have helped him save money by using those best practices.

4. POLICY AND PROCEDURE RELATED TO THE SALE OF CITY-OWNED PROPERTIES

Timothy Kuntz, City Attorney went over a new process related to identifying existing property the city owns and selling these properties. The last time the process was done was in 2002 and five properties were sold and selling those properties went well. A new policy and procedures was created for the Council to consider. The new policy and procedures were created from the 2002 process and updated. The process would be incremental and each property would be looked at and evaluated for any grants that were received in the past or any other restrictions on the property. One question that would come up would be how to best market the property. Buyers responded well to having some of the work already completed such as the title work and zoning of the property.

Councilmember Mueller asked if the attorney's office would handle the title review. Mr. Kuntz responded that a title company would be retained for title insurance. Our office would then draft a purchase agreement for type of deed, warranties of title, hazardous conditions, etc.

Councilmember Mueller asked how much it would cost to get the title insurance commitment. Mr. Kuntz responded the cost would be about \$450 to \$550.00 per property.

Councilmember Piekarski Krech asked that the title insurance commitment work not be done until there was a commitment from a buyer to buy the property. Mr. Kuntz responded that was correct. The work would be done in incremental steps with the work done by staff before it comes before council for consideration to sell the property.

Councilmember Piekarski Krech asked if the properties on the list have been gone through some of the steps described in the process. Mr. Link responded some of the work has been on some of the properties, but more work needs to be done.

Councilmember Piekarski Krech suggested the list come back to council after more work has been done on the list of properties.

Mr. Link responded he was there in 2002 when there were 20 to 25 properties on the list and that list was narrowed down to the five properties that were actually sold. Some of the current properties may need to go through the rezoning process and that would entail notifying the public before being put on the market. The 2002 process worked well and the new policy refines and develops it more to make the process easier. There is a public process to selling the property such as notifying the neighbors.

Councilmember Bartholomew asked what fund the money would be put in if a property sold. Mr. Kuntz responded if the property was bought out of a certain fund the money would be put back into that fund.

Councilmember Bartholomew liked that the policy recommends this process be done every five years.

Councilmember Piekarski Krech suggested that the item be put on the council agenda in the next couple of weeks.

Councilmember Bartholomew asked if anyone came in o look at the files that were made available.

Mr. Link responded that someone did and they were at city hall looking through four boxes for four or five hours.

5. **ADJOURN** Motion by Hark, seconded by Mueller to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 9:08 pm.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 28, 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 March 10, 2016 to March 23, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 23, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$478,165.87
Debt Service & Capital Projects	98,614.21
Enterprise & Internal Service	274,576.33
Escrows	5,717.61
	<hr/>
Grand Total for All Funds	<u><u>\$857,074.02</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 March 10, 2016 to March 23, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING March 23, 2016**

WHEREAS, a list of disbursements for the period ending March 23, 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	\$478,165.87
Debt Service & Capital Projects	98,614.21
Enterprise & Internal Service	274,576.33
Escrows	5,717.61
Grand Total for All Funds	<u><u>\$857,074.02</u></u>

Adopted by the City Council of Inver Grove Heights this 28th day of March, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 3/10/2016 - 3/23/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	361280	03/16/2016	43697	101.41.2000.415.30100	20,000.00
ACCESSABILITY, INC.	111353	03/16/2016	1/31/16	101.42.4000.421.30700	15.96
ADVANCED GRAPHIX, INC.	194162	03/23/2016	3/17/16	101.42.4000.421.50030	160.00
ANCOM COMMUNICATIONS, INC.	57593	03/23/2016	809	101.42.4200.423.30700	3,215.00
ASPEN MILLS	178276	03/16/2016	550771	101.42.4200.423.60045	52.95
ASPEN MILLS	178277	03/16/2016	550771	101.42.4200.423.60045	52.95
ASPEN MILLS	178278	03/16/2016	550771	101.42.4200.423.60045	175.70
ASPEN MILLS	178279	03/16/2016	550771	101.42.4200.423.60045	83.90
ASPEN MILLS	178280	03/16/2016	550771	101.42.4200.423.60045	71.95
ASPEN MILLS	178292	03/16/2016	550771	101.42.4200.423.60045	162.85
ASPEN MILLS	178293	03/16/2016	550771	101.42.4200.423.60045	162.85
ASPEN MILLS	178294	03/16/2016	550771	101.42.4200.423.60045	52.95
BARNA, GUZY, & STEFFEN LTD	156079	03/23/2016	50003-005	101.41.1100.413.30430	1,521.00
BW FRAMING	3/11/15	03/16/2016	3/11/15	101.42.4000.421.60065	155.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0051133	03/18/2016	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	440.76
COLLINS ELECTRICAL CONST.	1630450.01	03/16/2016	3/8/16	101.43.5200.443.40046	170.25
COMCAST	3/5/16 8772 10 590 0359526	03/16/2016	8772 10 591 0359526	101.42.4200.423.30700	10.53
CORPORATE MARK, INC.	421689	03/16/2016	2/8/16	101.42.4000.421.60045	1,152.14
DAKOTA ELECTRIC ASSN	246837-9 3/16	03/21/2016	Electric	101.44.6000.451.40020	331.60
DAKOTA ELECTRIC ASSN	250165-8 3/16	03/21/2016	Electric	101.44.6000.451.40020	57.04
DAKOTA ELECTRIC ASSN	393563-2 3/16	03/21/2016	Electric	101.44.6000.451.40020	168.91
DAKOTA ELECTRIC ASSN	426713-4 3/16	03/21/2016	Electric	101.43.5400.445.40020	56.27
DAKOTA ELECTRIC ASSN	443054-2 3/16	03/21/2016	Electric	101.44.6000.451.40020	16.78
DAKOTA ELECTRIC ASSN	109394-7 3/16	03/21/2016	Electric	101.43.5400.445.40020	1,198.24
EDGE MARKETING	16211	03/23/2016	35101	101.43.5200.443.60045	230.00
EFTPS	INV0051151	03/18/2016	FEDERAL WITHHOLDING	101.203.2030200	44,434.50
EFTPS	INV0051153	03/18/2016	MEDICARE WITHHOLDING	101.203.2030500	11,930.42
EFTPS	INV0051154	03/18/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	36,761.76
FRESHWATER SOCIETY	RS1026	03/16/2016	2/4/16	101.43.5200.443.50080	540.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0051136	03/18/2016	HSA ELECTION-FAMILY	101.203.2032500	2,304.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0051137	03/18/2016	HSA ELECTION-SINGLE	101.203.2032500	2,717.21
GENESIS EMPLOYEE BENEFITS, INC	IN722693	03/16/2016	12/1/15-12/31/15	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.41.1100.413.30550	33.15
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.41.2000.415.30550	72.46
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.42.4000.421.30550	245.48
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.42.4200.423.30550	22.07
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.43.5000.441.30550	15.25
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.43.5100.442.30550	50.55
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.43.5200.443.30550	32.57
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.44.6000.451.30550	43.23
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.45.3000.419.30550	15.22
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.45.3200.419.30550	15.83
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	101.45.3300.419.30550	23.14
GENESIS EMPLOYEE BENEFITS, INC	IN733957	03/16/2016	1/1/16-1/31/16	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN733959	03/16/2016	1/1/16-1/31/16	101.42.4000.421.30550	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN733959	03/16/2016	1/1/16-1/31/16	101.45.3300.419.30550	6.00
HIDEAWAY SHOOTING RANGE LLC	3/10/16	03/23/2016	00019737/00019917	101.42.4000.421.60018	544.68
ICMA RETIREMENT TRUST - 457	INV0051138	03/18/2016	ICMA-AGE <49 %	101.203.2031400	4,515.44
ICMA RETIREMENT TRUST - 457	INV0051139	03/18/2016	ICMA-AGE <49	101.203.2031400	4,402.30
ICMA RETIREMENT TRUST - 457	INV0051140	03/18/2016	ICMA-AGE 50+ %	101.203.2031400	1,349.13
ICMA RETIREMENT TRUST - 457	INV0051141	03/18/2016	ICMA-AGE 50+	101.203.2031400	4,824.36
ICMA RETIREMENT TRUST - 457	INV0051142	03/18/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	76.62
ICMA RETIREMENT TRUST - 457	INV0051149	03/18/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	874.24
ICMA RETIREMENT TRUST - 457	INV0051150	03/18/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
IGH FIRE RELIEF ASSN	2016	03/23/2016	2016 FIRE RELIEF	101.42.4200.423.20510	25,000.00
INNOVATIVE OFFICE SOLUTIONS	FEBRUARY 2016	03/16/2016	FEBRUARY 2016	101.41.1100.413.60065	138.29
INNOVATIVE OFFICE SOLUTIONS	FEBRUARY 2016	03/16/2016	FEBRUARY 2016	101.43.5100.442.60040	95.52
INNOVATIVE OFFICE SOLUTIONS	FEBRUARY 2016	03/16/2016	FEBRUARY 2016	101.45.3200.419.60010	47.65
KIRCHOFF, CYNTHIA	3/23/16	03/16/2016	REGISTRATION - 3/23/16 WORKSHOP	101.45.3200.419.50080	25.00
KTEE SAFETY GEAR INC	36933	03/23/2016	3/17/16	101.43.5100.442.60065	143.58
LEAGUE OF WISCONSIN MUNICIPALITIES	75726	03/16/2016	36208	101.41.1100.413.30500	150.00
LEVANDER, GILLEN & MILLER P.A.	2/29/16 92000E	03/16/2016	92000E	101.42.4000.421.30410	17,391.75
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Community Development	03/23/2016	Legal	101.45.3000.419.30420	204.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Council Meetings	03/23/2016	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Engineering	03/23/2016	Legal	101.43.5100.442.30420	1,531.70
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Mayor/CC	03/23/2016	Legal	101.41.1000.413.30420	9,807.20
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Parks	03/23/2016	Legal	101.44.6000.451.30420	972.10
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Planning	03/23/2016	Legal	101.45.3200.419.30420	1,850.80
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Police-Forfeiture	03/23/2016	Legal	101.42.4000.421.30420	804.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Public Works	03/23/2016	Legal	101.43.5000.441.30420	132.00
LOCAL GOVERNMENT INFORMATION SYSTEM	41553	03/16/2016	106325	101.42.4000.421.70501	1,844.00
LOCAL GOVERNMENT INFORMATION SYSTEM	41563	03/16/2016	111541	101.42.4200.423.30700	124.00
MADISON NATIONAL LIFE INSURANCE COMP	1202634	03/23/2016	012439	101.203.2031700	2,877.07
MADISON NATIONAL LIFE INSURANCE COMP	1202634	03/23/2016	012439	101.42.4000.421.20630	(27.52)
MADISON NATIONAL LIFE INSURANCE COMP	1202634	03/23/2016	012439	101.43.5100.442.20630	(23.96)
MADISON NATIONAL LIFE INSURANCE COMP	1202634	03/23/2016	012439	101.44.6000.451.20630	(9.91)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARTIN-MCALLISTER	10294	03/23/2016	INV004	101.41.1100.413.30500	450.00
MIKE'S SHOE REPAIR, INC.	3182016	03/23/2016	3/19/16	101.42.4200.423.30700	24.00
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0051134	03/18/2016	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0051135	03/18/2016	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	226.58
MN CHIEFS OF POLICE ASSOCIATION	4/17/16-4/20/16	03/16/2016	REGISTRATION 4/17/16-4/20/16	101.42.4000.421.50070	1,065.00
MN DEPT OF LABOR & INDUSTRY	FEBRUARY 2016	03/15/2016	FEBRUARY 2016 SURCHARGE	101.207.2070100	1,462.92
MN DEPT OF LABOR & INDUSTRY	FEBRUARY 2016	03/15/2016	FEBRUARY 2016 SURCHARGE	101.41.0000.3414000	(29.26)
MN DEPT OF REVENUE	INV0051152	03/18/2016	STATE WITHHOLDING	101.203.2030300	17,527.48
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	101.207.2070300	29.43
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	101.207.2070300	0.24
MN LIFE INSURANCE CO	MARCH 2016	03/23/2016	POLICY #0027324	101.203.2030900	2,391.11
MN LIFE INSURANCE CO	MARCH 2016	03/23/2016	POLICY #0027324	101.43.5100.442.20620	(2.70)
MN LIFE INSURANCE CO	MARCH 2016	03/23/2016	POLICY #0027324	101.43.5200.443.20620	(13.26)
MN LIFE INSURANCE CO	MARCH 2016	03/23/2016	POLICY #0027324	101.44.6000.451.20620	(1.35)
MN NCPERS LIFE INSURANCE	MARCH 2016	03/23/2016	MARCH 2016	101.203.2031600	368.00
NATURE CALLS, INC.	24548	03/16/2016	FEBRUARY 2016	101.44.6000.451.40065	162.00
PERA	INV0051143	03/18/2016	PERA COORDINATED PLAN	101.203.2030600	32,261.38
PERA	INV0051144	03/18/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,481.54
PERA	INV0051145	03/18/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0051146	03/18/2016	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0051147	03/18/2016	PERA POLICE & FIRE PLAN	101.203.2030600	12,768.46
PERA	INV0051148	03/18/2016	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	19,152.74
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.42.4200.423.50065	170.10
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50070	60.00
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50075	25.00
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50075	25.00
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50075	15.00
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50080	119.00
PETTY CASH-WF PURCHASE CARD FEES	LUCAS ATZMILLER WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	431.00
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50065	2.81
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50070	60.00
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50075	25.00
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50020	40.00
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50065	18.36
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50065	15.12
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50065	7.02
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPFER WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50065	28.08
PETTY CASH-WF PURCHASE CARD FEES	FEBRUARY 2016	03/23/2016	FEB 2016 WF FEES	101.41.2000.415.70440	200.88
SAFE-FAST, INC.	INV164984	03/16/2016	INVERGRV01	101.43.5200.443.60045	211.35
SETS DESIGN INC.	14364	03/16/2016	3/9/16	101.42.4000.421.60045	77.00
SPRINT	842483314-172	03/23/2016	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-172	03/23/2016	Telephone	101.41.1100.413.50020	69.98
SPRINT	842483314-172	03/23/2016	Telephone	101.41.2000.415.50020	34.99
SPRINT	842483314-172	03/23/2016	Telephone	101.42.4000.421.50020	34.99
SPRINT	842483314-172	03/23/2016	Telephone	101.42.4200.423.50020	34.99
SPRINT	842483314-172	03/23/2016	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-172	03/23/2016	Telephone	101.44.6000.451.50020	34.99
SPRINT	842483314-172	03/23/2016	Telephone	101.45.3000.419.50020	34.99
TASER INTERNATIONAL, INC.	SI1431294	03/16/2016	115181	101.42.4000.421.60018	203.41
THOMSON REUTERS - WEST	833552803	03/16/2016	2/1/16-2/29/16	101.42.4000.421.30700	181.00
TYLER TECHNOLOGIES, INC	025-150405	03/16/2016	41443	101.41.2000.415.40044	438.00
ULINE	75184022	03/16/2016	11482624	101.42.4000.421.60065	2,287.14
UNIFIRST CORPORATION	090 0295758	03/23/2016	090 0295758	101.43.5200.443.60045	31.39
UNIFIRST CORPORATION	090 0295758	03/23/2016	090 0295758	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0294735	03/16/2016	1051948	101.43.5200.443.60045	31.39
UNIFIRST CORPORATION	090 0294735	03/16/2016	1051948	101.44.6000.451.60045	29.52
UNIFORMS UNLIMITED	13301-1	03/16/2016	2587-2	101.42.4000.421.60045	534.87
UNIFORMS UNLIMITED	21640-1	03/23/2016	491-1	101.42.4000.421.60045	1,134.33
UNIFORMS UNLIMITED	23769-1	03/23/2016	491-1	101.42.4000.421.60065	75.00
UNIFORMS UNLIMITED	22317-1	03/23/2016	491-1	101.42.4000.421.60065	4.99
UPS	000027914A096	03/16/2016	27914A	101.43.5200.443.60016	13.01
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.42.4000.421.50020	1,279.25
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.42.4200.423.50020	747.61
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.43.5000.441.50020	52.75
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.43.5100.442.50020	343.53
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.43.5200.443.50020	342.99
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.44.6000.451.50020	631.06
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.45.3000.419.50020	51.42
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	101.45.3300.419.50020	263.28
WELLS FARGO CREDIT CARD ACH	Dickeys Mn321 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.50075	141.30
WELLS FARGO CREDIT CARD ACH	Inver Hills Comm Colle WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.50080	415.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.60011	163.22
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	96.80
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60012	19.18
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	7.48
WELLS FARGO CREDIT CARD ACH	Bp#9725482bb Convenqps WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.50065	32.69
WELLS FARGO CREDIT CARD ACH	Bp#9725482bb Convenqps WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.50065	31.75
WELLS FARGO CREDIT CARD ACH	Outback 2415 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.50075	19.62
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	111.78
WELLS FARGO CREDIT CARD ACH	Safe-Fast(Mw) WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.43.5100.442.60040	800.00
WELLS FARGO CREDIT CARD ACH	Traffic Data Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.43.5100.442.60065	399.00
WELLS FARGO CREDIT CARD ACH	Centurylink WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	179.63
WELLS FARGO CREDIT CARD ACH	Centurylink WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	72.94
WELLS FARGO CREDIT CARD ACH	Centurylink WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	81.93
WELLS FARGO CREDIT CARD ACH	Centurylink WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	72.94
WELLS FARGO CREDIT CARD ACH	Mnscu Mrtc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.30700	399.00
WELLS FARGO CREDIT CARD ACH	Paypal lrtc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.50070	50.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.50020	31.01
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.40040	89.99
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	41.98
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.45.3300.419.60018	113.23
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.45.3300.419.60018	251.09
WELLS FARGO CREDIT CARD ACH	Bshifter WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.30700	90.00
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	49.96
WELLS FARGO CREDIT CARD ACH	Twin City Saw & Servic WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	175.60
WELLS FARGO CREDIT CARD ACH	Yuckos Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	2,257.00
WELLS FARGO CREDIT CARD ACH	Bloomington Security S WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	444.00
WELLS FARGO CREDIT CARD ACH	Olsen Fire Protection WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	635.00
WELLS FARGO CREDIT CARD ACH	Aed Superstore WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	355.50
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	126.83
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	42.37
WELLS FARGO CREDIT CARD ACH	U Of M Contlearning WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.43.5100.442.50080	125.00
WELLS FARGO CREDIT CARD ACH	Uline Ship Supplies WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	314.23
WELLS FARGO CREDIT CARD ACH	Uline Ship Supplies WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.45.3300.419.60040	193.39
WELLS FARGO CREDIT CARD ACH	Repl Remote WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	37.95
WELLS FARGO CREDIT CARD ACH	The Knox Company WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	2,257.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	64.23
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	87.80
WELLS FARGO CREDIT CARD ACH	Nylube Products Compan WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	38.30
WELLS FARGO CREDIT CARD ACH	Red Wing Shoe #728 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.43.5200.443.60045	175.49
WELLS FARGO CREDIT CARD ACH	Red Wing Shoe #728 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.43.5200.443.60045	175.49
WELLS FARGO CREDIT CARD ACH	Supplygeeks.Com WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	141.80
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.41.1000.413.50020	91.42
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.43.5100.442.50020	32.14
WELLS FARGO CREDIT CARD ACH	Mpstma WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.50080	100.00
WELLS FARGO CREDIT CARD ACH	Pen Fdic/Fire Engineer WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.50080	570.00
WELLS FARGO CREDIT CARD ACH	Heartland Services WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.40044	495.86
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	10.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	6.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	1.60
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60012	19.67
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	85.68
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	24.63
WELLS FARGO CREDIT CARD ACH	Eqf Talx Corporation WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.41.1100.413.30500	27.95
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.45.3000.419.60040	177.46
WELLS FARGO CREDIT CARD ACH	Act Mnngts.Org Mcofa WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.41.1100.413.50080	340.00
WELLS FARGO CREDIT CARD ACH	Arrowwood Resort Con WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.50075	244.82
WELLS FARGO CREDIT CARD ACH	Arrowwood Resort Con WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.42.4200.423.50075	244.80
WELLS FARGO CREDIT CARD ACH	Dept Of Natural Resour WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.44.6000.451.50070	422.05
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.45.3300.419.60045	143.98
WELLS FARGO CREDIT CARD ACH	Su Zs Embroidery Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	101.45.3300.419.60045	8.00
WELLS FARGO CREDIT CARD ACH	Cdw Government WF 2/16 CR	03/23/2016	Wells Fargo Purchase Cards	101.42.4000.421.40044	(234.00)
XCEL ENERGY	492102672	03/18/2016	Gas & Electric	101.43.5200.443.40020	250.55
XCEL ENERGY	492102672	03/18/2016	Gas & Electric	101.43.5400.445.40020	9,977.09
XCEL ENERGY	492295212	03/18/2016	Gas & Electric	101.42.4200.423.40010	1,681.83
XCEL ENERGY	492295212	03/18/2016	Gas & Electric	101.42.4200.423.40020	1,286.26
XCEL ENERGY	492298655	03/18/2016	Gas & Electric	101.43.5400.445.40020	1,029.94
XCEL ENERGY	492803300	03/18/2016	Gas & Electric	101.44.6000.451.40010	706.85
XCEL ENERGY	492803300	03/18/2016	Gas & Electric	101.44.6000.451.40020	1,510.97
XCEL ENERGY	492988653	03/18/2016	Gas & Electric	101.42.4000.421.40042	43.66

Fund: 101 - GENERAL FUND

341,384.52

GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	204.44.6100.452.30550	13.71
MAYER ARTS INC	2837	03/23/2016	3/17/16	204.44.6100.452.30700	376.00
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	204.207.2070300	487.80
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	204.44.6100.452.50020	75.65
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	67.95
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60045	443.18
WELLS FARGO CREDIT CARD ACH	Soccer Shots WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.30700	945.00
WELLS FARGO CREDIT CARD ACH	Dairy Queen #14753 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	80.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.50080	35.00
WELLS FARGO CREDIT CARD ACH	Mn United 2 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.30700	500.00
WELLS FARGO CREDIT CARD ACH	Sams Club #6310 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	158.06
WELLS FARGO CREDIT CARD ACH	Toys R Us #6047 Qps WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	20.34
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #1952 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	40.41
WELLS FARGO CREDIT CARD ACH	Michaels Stores 9841 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	26.08
WELLS FARGO CREDIT CARD ACH	Party City #1028 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	34.98
WELLS FARGO CREDIT CARD ACH	Party City #1028 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	155.22
WELLS FARGO CREDIT CARD ACH	Yarusso Brothers Itali WF 2/16	03/23/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	1,577.50

Fund: 204 - RECREATION FUND

5,036.88

AQUA LOGIC, INC.	44613	03/23/2016	3/10/16	205.44.6200.453.40040	1,202.25
BROWN, ROBERT	3/15/16	03/23/2016	JANUARY BCBS CREDIT	205.44.0000.3490100	20.00
DAKOTA GLASS & GLAZING INC	2016119	03/23/2016	3/11/16	205.44.6200.453.40040	4,225.00
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	205.44.6200.453.30550	42.20
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	205.44.6200.453.30550	13.07
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	205.44.6200.453.30550	12.50
HAPPE, SHERRY	3/7/16	03/16/2016	INSURANCE CREDITS	205.44.0000.3490100	60.00
IRISH, WESTON	2/7/16	03/16/2016	REIMBURSE-TRX	205.44.6200.453.50080	81.32
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	205.207.2070300	9,033.39
MSHSL REGION 3AA	3/23/16	03/23/2016	2/20/16	205.44.0000.3492200	4,844.00
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	6.48

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	4.86
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.24
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	8.64
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.24
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	4.86
PETTY CASH-WF PURCHASE CARD FEES	TERI O'CONNOR WF OOP 2/16	03/23/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.60065	105.42
PUSH PEDAL PULL	161646	03/23/2016	2/29/16	205.44.6200.453.80800	44,703.00
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	205.44.6200.453.50020	24.23
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	205.44.6200.453.50020	86.05
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	205.44.6200.453.50020	24.27
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	205.44.6200.453.50020	86.05
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	205.44.6200.453.50020	83.47
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	20.73
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	32.12
WELLS FARGO CREDIT CARD ACH	Google Adws1307140538 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	56.10
WELLS FARGO CREDIT CARD ACH	Adobe Id Creative Cld WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	128.49
WELLS FARGO CREDIT CARD ACH	Facebook Nqg7v86h2 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	10.00
WELLS FARGO CREDIT CARD ACH	Batteries Plus #30 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	41.62
WELLS FARGO CREDIT CARD ACH	Batteries Plus #30 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	41.62
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	41.74
WELLS FARGO CREDIT CARD ACH	Seacolecrc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	418.91
WELLS FARGO CREDIT CARD ACH	Seacolecrc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	418.91
WELLS FARGO CREDIT CARD ACH	Doltree 4260 00042606 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	6.43
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	18.44
WELLS FARGO CREDIT CARD ACH	Menards Burnsville Mn WF 2/16 CR	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	(73.76)
WELLS FARGO CREDIT CARD ACH	Menards Burnsville Mn WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	54.82
WELLS FARGO CREDIT CARD ACH	Sams Club #6318 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	45.67
WELLS FARGO CREDIT CARD ACH	B And B Sheetmetal And WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	560.90
WELLS FARGO CREDIT CARD ACH	Becker Arena Produc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	1,064.00
WELLS FARGO CREDIT CARD ACH	Becker Arena Produc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	266.88
WELLS FARGO CREDIT CARD ACH	Culligan Water Conditio WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	13.83
WELLS FARGO CREDIT CARD ACH	Culligan Water Conditio WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	55.32
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60024	1,597.39
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60024	1,263.22
WELLS FARGO CREDIT CARD ACH	Maximum Solutions Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	370.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60045	51.00
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	132.51
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	132.52
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	177.06
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	177.06
WELLS FARGO CREDIT CARD ACH	Stantec Consulting Svc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.80200	4,405.00
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	13.24
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	10.08
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	7.96
WELLS FARGO CREDIT CARD ACH	Sams Club #4736 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	81.24
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1472 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	14.23
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	25.00
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	122.90
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	6.49
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60018	30.00
WELLS FARGO CREDIT CARD ACH	Huebsch Services WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	88.39
WELLS FARGO CREDIT CARD ACH	Huebsch Services WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	204.79
WELLS FARGO CREDIT CARD ACH	Huebsch Services WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	88.39
WELLS FARGO CREDIT CARD ACH	Huebsch Services WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	204.79
WELLS FARGO CREDIT CARD ACH	2nd Wind Exercise 022 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	29.42
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	356.98
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	1,293.37
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	1,293.38
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	356.99
WELLS FARGO CREDIT CARD ACH	Nac Mechanical WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	1,163.20
WELLS FARGO CREDIT CARD ACH	Nac Mechanical WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	2,018.17
WELLS FARGO CREDIT CARD ACH	Nac Mechanical WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	2,656.68
WELLS FARGO CREDIT CARD ACH	Nac Mechanical WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	816.22
WELLS FARGO CREDIT CARD ACH	Nac Mechanical WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	549.00
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	54.00
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	112.50
WELLS FARGO CREDIT CARD ACH	W W Goetsch Associates WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	485.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	26.88
WELLS FARGO CREDIT CARD ACH	The First Impression G WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	1,160.00
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	5.35
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	140.85
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	5.35
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	348.25
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	348.25
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60012	111.36
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60012	111.36
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	64.20
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	24.60
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	24.60
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	64.20
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50030	68.33
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50030	53.07
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	12.24
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	9.48
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	12.24
WELLS FARGO CREDIT CARD ACH	Arc Services/Training WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	975.00
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.14

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #1472 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	33.18
XCEL ENERGY	492803300	03/18/2016	Gas & Electric	205.44.6200.453.40010	2,859.82
XCEL ENERGY	492803300	03/18/2016	Gas & Electric	205.44.6200.453.40010	9,015.12
XCEL ENERGY	492803300	03/18/2016	Gas & Electric	205.44.6200.453.40020	15,359.95
XCEL ENERGY	492803300	03/18/2016	Gas & Electric	205.44.6200.453.40020	12,099.39
Fund: 205 - COMMUNITY CENTER					131,427.19
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	290.45.3000.419.30550	5.28
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 EDA	03/23/2016	Legal	290.45.3000.419.30420	312.00
Fund: 290 - EDA					317.28
DAKOTA CTY PROP TAXATION & RECORDS	SA 1020	03/23/2016	2031 SPECIAL ASSESSMENTS	399.57.9000.570.30700	8,631.75
Fund: 399 - CLOSED BOND FUND					8,631.75
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Heritage Park	03/23/2016	Legal	402.44.6000.451.30420	540.00
Fund: 402 - PARK ACQ. & DEV. FUND					540.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #0901 Roundabout Hwy 3 and	03/23/2016	Legal	429.72.5900.729.30420	1,000.00
Fund: 429 - 2009 IMPROVEMENT FUND					1,000.00
APEX ARENA SOLUTIONS, INC.	3/2/16 1	03/16/2016	10315004	436.44.5900.736.40040	22,310.86
Fund: 436 - 2016 IMPROVEMENT FUND					22,310.86
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #1509E Impr Project	03/23/2016	Legal	440.74.5900.740.30420	288.10
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #1609D-Impr Prj 60th St Recor	03/23/2016	Legal	440.74.5900.740.30420	209.50
Fund: 440 - PAVEMENT MANAGEMENT PROJ					497.60
LOWER MISSISSIPPI RIVER WMO	201601	03/16/2016	2016 DUES	441.74.5900.741.50070	33,379.60
UPSTREAM TECHNOLOGIES, INC.	0099	03/16/2016	3/8/16	441.74.5900.741.40066	3,949.00
Fund: 441 - STORM WATER MANAGEMENT					37,328.60
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #1411-Impr Prj Argenta Trl	03/23/2016	Legal	446.74.5900.746.30420	450.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #1510 Impr Project	03/23/2016	Legal	446.74.5900.746.30420	148.50
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #1512-Impr Project	03/23/2016	Legal	446.74.5900.746.30420	268.75
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #1513-Impr Project	03/23/2016	Legal	446.74.5900.746.30420	12,005.40
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 #1516 Impr Project	03/23/2016	Legal	446.74.5900.746.30420	435.25
Fund: 446 - NW AREA					13,307.90
DAKOTA CTY PROP TAXATION & RECORDS	2016 TAX PAYMENTS	03/16/2016	2016 CITY PROPERTY TAX PAYMENTS	448.74.5900.748.70600	136.02
Fund: 448 - NWA - STORM WATER					136.02
EXPERT TREE AND SERVICE AND SCIENCE	6853	03/23/2016	2/29/16	450.75.5900.750.40047	14,861.48
Fund: 450 - COMMUNITY PROJECTS FUND					14,861.48
BLACKTOP PROS, LLC	16-14	03/16/2016	PATCHING 3561 77TH	501.50.7100.512.40046	2,875.00
ELROY'S ELECTRIC SERVICE	4830	03/16/2016	775-3807	501.50.7100.512.40040	54.00
ELROY'S ELECTRIC SERVICE	4831	03/16/2016	775-3807AL	501.50.7100.512.40040	90.44
ELROY'S ELECTRIC SERVICE	4838	03/23/2016	3/15/16	501.50.7100.512.40040	61.00
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	501.50.7100.512.30550	47.79
HAWKINS, INC.	3849714	03/16/2016	108816	501.50.7100.512.60019	10,950.92
HD SUPPLY WATERWORKS LTD	F232614	03/23/2016	099872	501.50.7100.512.60016	101.12
KTEE SAFETY GEAR INC	36917	03/23/2016	3/17/16	501.50.7100.512.60065	325.65
MADISON NATIONAL LIFE INSURANCE COMP	1202634	03/23/2016	012439	501.50.7100.512.20630	(15.16)
MN DEPT OF HEALTH	1/1/16-3/31/16	03/23/2016	1190014	501.207.2070100	12,381.33
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	501.207.2070200	1,410.06
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	501.207.2070300	86.86
MN GLOVE & SAFETY, INC.	294046	03/16/2016	CTINVE	501.50.7100.512.60045	234.91
MN LIFE INSURANCE CO	MARCH 2016	03/23/2016	POLICY #0027324	501.50.7100.512.20620	(12.01)
SPRINT	842483314-172	03/23/2016	Telephone	501.50.7100.512.50020	69.98
STANTEC CONSULTING SERVICES INC.	1019879	03/23/2016	92607	501.50.7100.512.30300	990.00
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	501.50.7100.512.50020	389.69
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.60011	46.59
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	18.38
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	57.65
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	83.43
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.60040	40.50
WELLS FARGO CREDIT CARD ACH	Multi Products Co WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.40040	180.76
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16 CR	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	(43.14)
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	10.17
WELLS FARGO CREDIT CARD ACH	Best Buy 00000067 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	501.50.7100.512.40040	535.61
XCEL ENERGY	492292461	03/18/2016	Gas & Electric	501.50.7100.512.40010	1,532.67
XCEL ENERGY	492292461	03/18/2016	Gas & Electric	501.50.7100.512.40020	12,886.79
Fund: 501 - WATER UTILITY FUND					45,390.99
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	502.51.7200.514.30550	24.65
INSITUFORM TECHNOLOGIES USA, INC.	372068	03/23/2016	102144	502.51.7200.514.40043	35,033.62
MN LIFE INSURANCE CO	MARCH 2016	03/23/2016	POLICY #0027324	502.51.7200.514.20620	(3.38)
SCHLOMKA'S VAC TRUCK SERVICE, INC.	6623	03/23/2016	3/16/16	502.51.7200.514.40043	1,752.16
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	502.51.7200.514.60016	340.66
WELLS FARGO CREDIT CARD ACH	Pollution Control Agen WF 2/16	03/23/2016	Wells Fargo Purchase Cards	502.51.7200.514.60045	240.00
XCEL ENERGY	492292461	03/18/2016	Gas & Electric	502.51.7200.514.40010	223.10
XCEL ENERGY	492292461	03/18/2016	Gas & Electric	502.51.7200.514.40020	1,011.67
Fund: 502 - SEWER UTILITY FUND					38,622.48

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
114INK	21474	03/23/2016	3/15/16	503.52.8200.523.76400	471.88
ANTIGUA GROUP, INC.	004378786	03/23/2016	15529	503.52.8200.523.76200	1,793.42
ANTIGUA GROUP, INC.	004379144	03/23/2016	15529	503.52.8200.523.76200	2,753.39
ARAMARK REFRESHMENT SERVICES	93009	03/23/2016	48128	503.52.8300.524.76100	246.96
ARAMARK UNIFORM SERVICES	16710964	03/16/2016	M1119142	503.52.8600.527.60045	66.93
ARAMARK UNIFORM SERVICES	1718418168	03/16/2016	792502342	503.52.8600.527.60045	90.96
CHECKVIEW CORPORATION	94182060	03/23/2016	64063	503.52.8500.526.50055	224.96
CLEVELAND GOLF/SRIXON	4645538	03/16/2016	10971	503.52.8200.523.76250	602.55
COCA COLA BOTTLING COMPANY	0178452807	03/23/2016	3/16/16	503.52.8300.524.76100	2,321.88
COPY RIGHT	69989	03/23/2016	2/8/16	503.52.8000.521.50030	3,474.18
CUTTER & BUCK	0093321877	03/23/2016	0001006103	503.52.8000.521.60045	1,522.65
CUTTER & BUCK	0093324685	03/23/2016	0001006103	503.52.8000.521.60045	339.37
DAKOTA ELECTRIC ASSN	201360-5 3/16	03/21/2016	Electric	503.52.8600.527.40020	237.39
DEX MEDIA EAST	2/20/16	03/16/2016	110360619	503.52.8500.526.50025	47.71
EAGLE ONE GOLF PRODUCTS	INV16-01698	03/16/2016	INV0001	503.52.8600.527.60050	264.91
EASY PICKER GOLF PRODUCTS INC	0084538-IN	03/16/2016	IGC11	503.52.8100.522.40042	676.09
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	503.52.8000.521.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	503.52.8500.526.30550	12.33
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	503.52.8600.527.30550	18.00
HAAS-JORDAN COMPANY	669947	03/23/2016	42420	503.52.8200.523.76400	164.53
M. AMUNDSON LLP	213208	03/23/2016	902858	503.52.8300.524.76050	637.44
MN DEPT OF LABOR & INDUSTRY	ABRO1365571	03/16/2016	00000012982	503.52.8600.527.50070	20.00
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	503.207.2070300	48.42
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	503.52.8100.522.40042	46.48
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	503.52.8500.526.40040	43.60
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	503.52.8600.527.60050	66.43
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	503.52.8600.527.60050	18.21
MN LIFE INSURANCE CO	MARCH 2016	03/23/2016	POLICY #0027324	503.52.8600.527.20620	(8.00)
MPGA	2016 MEMBER APPLICATION	03/16/2016	INVER WOOD GOLF COURSE	503.52.8500.526.50070	75.00
NAPA OF INVER GROVE HEIGHTS	452384	03/16/2016	4165	503.52.8600.527.40042	109.55
OURAY SPORTSWEAR, LLC	ARINV-179752	03/16/2016	123652	503.52.8200.523.76200	1,392.00
OURAY SPORTSWEAR, LLC	ARCRN-011779	04/22/2015	123652	503.52.8200.523.76200	(30.00)
PARAMOUNT APPAREL INTERNATIONAL	2521501	03/23/2016	68682	503.52.8200.523.76200	207.07
PING	13169086	03/23/2016	4085	503.52.8200.523.76250	897.77
PING	13169087	03/23/2016	4085	503.52.8200.523.76350	613.91
PING	13173019	03/23/2016	4085	503.52.8200.523.76200	499.35
PING	13057450	03/23/2016	4085	503.52.8200.523.76350	388.65
PING	13060270	03/23/2016	4085	503.52.8200.523.76350	123.24
PRESTIGE FLAG	411757	03/16/2016	INVE03	503.52.8600.527.60050	966.19
SHEL'S AUTO ELECTRIC	15597	03/23/2016	3/18/16	503.52.8600.527.40042	147.24
SHEL'S AUTO ELECTRIC	15599	03/23/2016	3/21/16	503.52.8600.527.40042	169.64
SOUTH BAY DESIGN	030116	03/16/2016	INVERWOOD	503.52.8500.526.50025	90.00
TAYLOR MADE GOLF COMPANY INC	31423567	03/23/2016	1450802	503.52.8200.523.76200	429.30
TAYLOR MADE GOLF COMPANY INC	31441214	03/23/2016	1450806	503.52.8200.523.76200	1,072.13
TAYLOR MADE GOLF COMPANY INC	31441366	03/23/2016	1450805	503.52.8200.523.76200	1,650.18
TAYLOR MADE GOLF COMPANY INC	31441340	03/23/2016	1422242	503.52.8200.523.76200	146.10
TAYLOR MADE GOLF COMPANY INC	31449199	03/23/2016	1422242	503.52.8200.523.76200	1,619.63
TAYLOR MADE GOLF COMPANY INC	31449996	03/23/2016	1422242	503.52.8200.523.76200	33.83
TDS METROCOM	2/13/16 651 457 3667	03/23/2016	651 457 3667	503.52.8500.526.50020	87.08
TDS METROCOM	3/13/16 651 457 3667	03/23/2016	651 457 3667	503.52.8500.526.50020	259.51
TITLEIST	901972734	03/23/2016	3011463938	503.52.8200.523.76350	1,470.00
TITLEIST	902005959	03/23/2016	3011641607	503.52.8200.523.76300	2,275.37
TITLEIST	902087164	03/23/2016	3011410666	503.52.8200.523.76300	2,647.45
TITLEIST	902087165	03/23/2016	3011412112	503.52.8200.523.76450	933.30
TITLEIST	902087171	03/23/2016	3011416274	503.52.8200.523.76450	4,663.95
TITLEIST	902120367	03/23/2016	3/16/16	503.52.8200.523.76200	452.50
TITLEIST	902038620	03/23/2016	3011636725	503.52.8200.523.76250	312.81
TOUR EDGE GOLF MFG., INC.	IN-01080709	03/16/2016	000717-0001	503.52.8200.523.76250	1,932.50
US FOODSERVICE	3142039	03/23/2016	03805983	503.52.8300.524.76050	1,930.95
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	503.52.8500.526.50020	218.04
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	503.52.8600.527.60012	93.56
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	503.52.8600.527.60012	90.93
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	503.52.8600.527.60010	111.31
WELLS FARGO CREDIT CARD ACH	Nokomis Shoe Shop WF 2/16	03/23/2016	Wells Fargo Purchase Cards	503.52.8600.527.60045	169.90
WELLS FARGO CREDIT CARD ACH	Paypal Minnesotago WF 2/16	03/23/2016	Wells Fargo Purchase Cards	503.52.8600.527.50070	150.00
WELLS FARGO CREDIT CARD ACH	Napa Store 3279006 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	503.52.8600.527.40042	53.42
WELLS FARGO CREDIT CARD ACH	Formswift.Com/Charge WF 2/16 CR	03/23/2016	Wells Fargo Purchase Cards	503.52.8500.526.70600	(1.00)
WELLS FARGO CREDIT CARD ACH	Formswift.Com/Charge WF 2/16 CR	03/23/2016	Wells Fargo Purchase Cards	503.52.8500.526.70600	(39.95)
WELLS FARGO CREDIT CARD ACH	Dept Of Natural Resour WF 2/16	03/23/2016	Wells Fargo Purchase Cards	503.52.8600.527.50070	471.32
WELLS FARGO FINANCIAL LEASING	5002904587	03/16/2016	603-0001471	503.57.9000.570.90100	29,120.00
WELLS FARGO FINANCIAL LEASING	5002904587	03/16/2016	603-0001471	503.57.9000.570.90200	463.22
WILSON SPORTING GOODS	4519650030	03/16/2016	187981	503.52.8200.523.76250	337.92
WILSON SPORTING GOODS	4519650033	03/16/2016	187981	503.52.8200.523.76250	164.78
WILSON SPORTING GOODS	4519676512	03/16/2016	187981	503.52.8200.523.76350	293.20
XCEL ENERGY	491939221	03/18/2016	Gas & Electric	503.52.8500.526.40010	197.47
XCEL ENERGY	491939221	03/18/2016	Gas & Electric	503.52.8500.526.40020	486.71
XCEL ENERGY	491939221	03/18/2016	Gas & Electric	503.52.8600.527.40010	358.71
XCEL ENERGY	491939221	03/18/2016	Gas & Electric	503.52.8600.527.40020	508.17

Fund: 503 - INVER WOOD GOLF COURSE

77,020.08

160 INVESTMENTS LLC

2/8/16

03/16/2016

ARGENTA HILLS 8TH ADDITION

511.50.7100.512.80900

47,133.30

Fund: 511 - NWA - WATER

47,133.30

160 INVESTMENTS LLC

2/8/16

03/16/2016

ARGENTA HILLS 8TH ADDITION

512.51.7200.514.80900

33,300.00

Fund: 512 - NWA - SEWER

33,300.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	602.00.2100.415.30550	1.20
TNC INDUSTRIES INC	34070	03/16/2016	INVER	602.00.2100.415.40048	3,497.00
Fund: 602 - RISK MANAGEMENT					3,498.20
ADVANCED GRAPHIX, INC.	194175	03/23/2016	3/18/16	603.00.5300.444.80700	103.00
ALLDATA LLC	fw374825 2016	03/16/2016	SUBSCRIPTION 2016	603.00.5300.444.40042	1,500.00
ATCO INTERNATIONAL	I0455356	03/23/2016	500981	603.00.5300.444.60012	50.00
CENTENNIAL GLASS	00005949	03/16/2016	3/4/16	603.00.5300.444.40041	205.34
EHLERS AND ASSOCIATES, INC.	70104	03/16/2016	3/10/16	603.00.5300.444.70600	215.00
FACTORY MOTOR PARTS COMPANY	1-Z06822	02/17/2016	2/4/16	603.00.5300.444.40041	(22.00)
FACTORY MOTOR PARTS COMPANY	1-Z07149	03/23/2016	10799	603.00.5300.444.40040	438.76
FERRELLGAS	1091263595	03/16/2016	7754787	603.00.5300.444.40041	67.21
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	603.00.5300.444.30550	9.81
GOODIN COMPANY	01744978-00	03/23/2016	1001619	603.00.5300.444.40041	10.14
GRAINGER	9043788240	03/16/2016	806460150	603.00.5300.444.60045	16.08
GRAINGER	9047212387	03/16/2016	806460150	603.00.5300.444.40041	444.13
HEPPNER'S AUTO BODY	40943	03/23/2016	3/15/16	603.00.5300.444.40041	81.36
INVER GROVE FORD	5204149	03/23/2016	3/15/16	603.00.5300.444.40041	46.99
MACQUEEN EQUIPMENT INC	2162052	03/16/2016	3/9/16	603.00.5300.444.40041	310.96
MID CITY SERIVCES, INC.	38176	03/16/2016	3/4/16	603.00.5300.444.40065	42.75
MN DEPT OF LABOR & INDUSTRY	ABR0136510I	03/16/2016	00000012982	603.00.5300.444.50070	10.00
MN DEPT OF PUBLIC SAFETY DRIVER AND VI	3/23/16	03/23/2016	3/24/16	603.00.5300.444.80700	27.00
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	603.207.2070400	80.00
MN DEPT OF REVENUE	FEBRUARY 2016	03/23/2016	FEBRUARY 2016 FUEL TAX	603.00.5300.444.60021	498.47
NUSS TRUCK AND EQUIPMENT	4473830P	03/23/2016	38679B	603.00.5300.444.40041	26.53
NUSS TRUCK AND EQUIPMENT	4472701P	03/16/2016	38679B	603.00.5300.444.40041	1,334.44
NUSS TRUCK AND EQUIPMENT	4472979P	03/16/2016	38679B	603.00.5300.444.40041	(920.00)
O' REILLY AUTO PARTS	1767-195576	03/16/2016	1578028	603.00.5300.444.40041	55.52
O' REILLY AUTO PARTS	1767-195579	03/23/2016	1578028	603.00.5300.444.40041	19.84
O' REILLY AUTO PARTS	1767-195581	03/23/2016	1578028	603.140.1450050	83.92
O' REILLY AUTO PARTS	1767-195582	03/16/2016	1578028	603.00.5300.444.40041	(55.52)
O' REILLY AUTO PARTS	1767-195617	03/23/2016	1578028	603.00.5300.444.40041	17.98
O' REILLY AUTO PARTS	1767-195641	03/23/2016	1578028	603.00.5300.444.40041	74.14
O' REILLY AUTO PARTS	1767-195783	03/23/2016	1578028	603.00.5300.444.60012	26.46
O' REILLY AUTO PARTS	1767-195807	03/23/2016	1578028	603.00.5300.444.40041	(13.47)
O' REILLY AUTO PARTS	1767-195820	03/23/2016	1578028	603.00.5300.444.40041	(9.92)
O' REILLY AUTO PARTS	1767-195828	03/23/2016	1578028	603.00.5300.444.40041	17.36
O' REILLY AUTO PARTS	1767-195924	03/23/2016	1578028	603.00.5300.444.40041	90.24
O' REILLY AUTO PARTS	1767-195961	03/23/2016	1578028	603.00.5300.444.40041	8.44
O' REILLY AUTO PARTS	1767-195760	03/23/2016	1578028	603.00.5300.444.40041	21.14
O' REILLY AUTO PARTS	1767-195921	03/23/2016	1578028	603.00.5300.444.40041	(17.36)
O' REILLY AUTO PARTS	1767-195955	03/23/2016	1578028	603.00.5300.444.40041	(8.44)
O' REILLY AUTO PARTS	1767-193617	03/16/2016	1578028	603.00.5300.444.40041	7.49
O' REILLY AUTO PARTS	1767-193644	03/16/2016	1578028	603.140.1450050	7.92
O' REILLY AUTO PARTS	1767-194242	03/16/2016	1578028	603.00.5300.444.40041	57.38
O' REILLY AUTO PARTS	1767-194243	03/16/2016	1578028	603.00.5300.444.40041	15.98
O' REILLY AUTO PARTS	1767-194309	03/16/2016	1578028	603.00.5300.444.40041	99.70
O' REILLY AUTO PARTS	1767-194471	03/16/2016	1578028	603.00.5300.444.40041	96.50
O' REILLY AUTO PARTS	1767-194729	03/16/2016	1578028	603.00.5300.444.40041	(43.55)
POMP'S TIRE SERVICE, INC.	980026342	03/16/2016	4502557	603.00.5300.444.40041	28.50
POMP'S TIRE SERVICE, INC.	980026528	03/23/2016	4502557	603.00.5300.444.40041	118.00
SOUTH EAST TOWING	198208	03/16/2016	2/11/16	603.00.5300.444.40041	250.00
STATE OF MN - DEPT OF PUBLIC SAFETY	1907100502015 m-81865	03/16/2016	190710050	603.00.5300.444.50070	25.00
SWEeper SERVICES	16045	03/23/2016	3/8/16	603.00.5300.444.40041	145.38
SWEeper SERVICES	16023	03/16/2016	2/25/16	603.00.5300.444.40041	317.26
TRENCHERS PLUS, INC.	IT86933	03/16/2016	R03634	603.00.5300.444.40041	522.45
TRUCK UTILITIES, INC.	0295808	03/16/2016	000154	603.00.5300.444.40041	58.96
UNIFIRST CORPORATION	090 0295758	03/23/2016	090 0295758	603.00.5300.444.40065	136.60
UNIFIRST CORPORATION	090 0295758	03/23/2016	090 0295758	603.00.5300.444.60045	37.29
UNIFIRST CORPORATION	090 0294735	03/16/2016	1051948	603.00.5300.444.40065	106.62
UNIFIRST CORPORATION	090 0294735	03/16/2016	1051948	603.00.5300.444.60045	37.29
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	603.00.5300.444.50020	105.12
WELLS FARGO CREDIT CARD ACH	Npi/Ram Mounts WF 2/16	03/23/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	158.92
WELLS FARGO CREDIT CARD ACH	Safety Glass Usa Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	603.00.5300.444.60045	30.35
WELLS FARGO CREDIT CARD ACH	The Corner S WF 2/16	03/23/2016	Wells Fargo Purchase Cards	603.00.5300.444.60021	25.99
WELLS FARGO CREDIT CARD ACH	Npi/Ram Mounts WF 2/16 CR	03/23/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	(142.47)
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	16.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 2/16	03/23/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	34.87
XCEL ENERGY	492102672	03/18/2016	Gas & Electric	603.00.5300.444.40010	1,488.38
XCEL ENERGY	492102672	03/18/2016	Gas & Electric	603.00.5300.444.40020	1,768.75
ZARNOTH BRUSH WORKS	0158714-IN	03/16/2016	INV1669	603.00.5300.444.40041	1,176.00
ZARNOTH BRUSH WORKS	0158841-IN	03/23/2016	INV1669	603.00.5300.444.40041	66.50
ZIEGLER INC	SW000194634	03/16/2016	4069900	603.00.5300.444.40041	766.98
ZIEGLER INC	SW140150446	03/16/2016	4069900	603.00.5300.444.40041	307.94
Fund: 603 - CENTRAL EQUIPMENT					12,714.40
INNOVATIVE OFFICE SOLUTIONS	FEBRUARY 2016	03/16/2016	FEBRUARY 2016	604.00.2200.416.60010	1,562.97
INNOVATIVE OFFICE SOLUTIONS	FEBRUARY 2016	03/16/2016	FEBRUARY 2016	604.00.2200.416.60010	12.99
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	604.00.2200.416.60010	47.82
Fund: 604 - CENTRAL STORES					1,623.78
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	3630757	03/23/2016	100075	605.00.7500.460.40065	113.54
LONE OAK COMPANIES	3/15/16	03/16/2016	UTILITY POSTAGE	605.00.7500.460.50035	1,465.10
MAILFINANCE	N5821887	03/16/2016	3/7/16	605.00.7500.460.40044	780.00
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	605.00.7500.460.40040	0.58
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	605.00.7500.460.60016	0.10

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Minnesota Elevator Inc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.40040	246.40
WELLS FARGO CREDIT CARD ACH	Seacolectrc WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.60016	837.84
WELLS FARGO CREDIT CARD ACH	Homedepot.Com WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.60040	49.97
WELLS FARGO CREDIT CARD ACH	Huebsch Services WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.40065	113.54
WELLS FARGO CREDIT CARD ACH	Huebsch Services WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.40065	227.08
WELLS FARGO CREDIT CARD ACH	Horwitz Inc-Service Ac WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.40040	574.47
WELLS FARGO CREDIT CARD ACH	Horwitz Inc-Service Ac WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.40040	253.97
WELLS FARGO CREDIT CARD ACH	Store Fixture Discount WF 2/16	03/23/2016	Wells Fargo Purchase Cards	605.00.7500.460.60065	1,433.84
XCEL ENERGY	492102672	03/18/2016	Gas & Electric	605.00.7500.460.40020	8,663.73
Fund: 605 - CITY FACILITIES					14,763.66
GENESIS EMPLOYEE BENEFITS, INC	IN734312	03/23/2016	Payroll	606.00.1400.413.30550	17.01
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	606.00.1400.413.50020	0.18
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	606.00.1400.413.50020	0.18
MN DEPT OF REVENUE	Feb-16	03/21/2016	Taxes	606.00.1400.413.80610	3.04
VERIZON WIRELESS	9761029480	03/23/2016	Telephone	606.00.1400.413.50020	51.42
WELLS FARGO CREDIT CARD ACH	Nli Sharefile WF 2/16	03/23/2016	Wells Fargo Purchase Cards	606.00.1400.413.50070	325.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	606.00.1400.413.60010	51.29
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 2/16	03/23/2016	Wells Fargo Purchase Cards	606.00.1400.413.50020	54.28
WELLS FARGO CREDIT CARD ACH	Ups 295141gkck2 WF 2/16	03/23/2016	Wells Fargo Purchase Cards	606.00.1400.413.60065	7.04
Fund: 606 - TECHNOLOGY FUND					509.44
CITY OF SAINT PAUL	IN00014834	03/23/2016	77	702.229.2291000	32.50
LAWMAN BADGE COMPANY	2163 B	03/23/2016	2/3/16	702.229.2302400	585.60
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Blackstone Highlands	03/23/2016	Legal	702.229.2294102	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Blackstone Ridges	03/23/2016	Legal	702.229.2289802	66.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Blackstone Vista	03/23/2016	Legal	702.229.2282902	896.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Crosby Heights	03/23/2016	Legal	702.229.2284002	1,242.50
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Fofeiture-Emiliano Hernandez	03/23/2016	Legal	702.229.2291000	32.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Forfeiture-Tara M. Bixby	03/23/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Forfeiture-Tressie M Bilbro	03/23/2016	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Luther Nissan Kia	03/23/2016	Legal	702.229.2282402	1,372.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Mihm Development	03/23/2016	Legal	702.229.2296002	88.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Police-Forfeiture	03/23/2016	Legal	702.229.2291000	64.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Salem Hills Elementary Improv	03/23/2016	Legal	702.229.2304801	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Simley High School Auditorium	03/23/2016	Legal	702.229.2307001	33.00
LEVANDER, GILLEN & MILLER P.A.	81000E 2/16 Xcel/Wescott Storage Building	03/23/2016	Legal	702.229.2295802	88.00
SETS DESIGN INC.	14363	03/16/2016	3/9/16	702.229.2287502	736.01
WELLS FARGO CREDIT CARD ACH	Sq Roxanne Carlson WF 2/16	03/23/2016	Wells Fargo Purchase Cards	702.229.2307200	210.00
WELLS FARGO CREDIT CARD ACH	In Budget Sign Shop, WF 2/16	03/23/2016	Wells Fargo Purchase Cards	702.229.2307200	150.00
Fund: 702 - ESCROW FUND					5,717.61
Grand Total					857,074.02

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acquisition of 6140 Doffing Avenue

Meeting Date: March 22, 2016
 Item Type: Consent
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 Reviewed by: N/A



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

PURPOSE/ACTION REQUESTED

The City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property at 6140 Doffing Avenue.

SUMMARY

The City established the Doffing Avenue Voluntary Acquisition Program to acquire properties in the Doffing Avenue Area. The purpose of this program is to acquire properties, on a voluntary basis, in the Doffing Avenue Area so that the buildings can be removed and the floodplain restored. The City, through the Dakota County Community Development Agency (CDA), sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City has subsequently acquired 26 properties.

Castaways Marina is the owner of a single family residence and accessory building at 6140 Doffing Avenue. The marina contacted the City and requested the City to purchase their property.

The primary benefit of this acquisition is to greatly ease and simplify City flood protection efforts. If the City acquires the property, it would demolish the single-family residence and the attached garage/lean-to. Currently, when the river levels rise, the stormwater outlet for the pond adjacent to the house must be bulkheaded to prevent backflow from the river. In addition, there appears to be active underground seepage from the river side of the earthen levy to the landward side of the levy as the river rises above the landward ground elevation. Historically, the City has initiated pumping the pond and installed sandbags around the house, before the river reaches a level requiring the installation of the emergency closure of 64th Street. With the removal of the single-family residence, the start of pumping could be delayed and the sandbagging would not be necessary.

The acquisition of 6140 Doffing Avenue has been discussed by the City Council at four previous executive sessions. The enclosed purchase agreement is consistent with previous City Council direction. A few key points of the purchase agreement are:

- The purchase price is \$116,500.

- The sale is contingent on approval of an administrative lot split and lot size variance. The marina owns several acres but is only interested in selling the house. Therefore, a small lot would be created via the lot split, and the City would acquire that new lot with the house on it. The administrative lot split and the lot size variance would have to be approved prior to closing.
- The sale is contingent on approval of a conditional use permit and setback variance. The marina intends to construct a new storage building to replace the accessory building associated with the single-family residence. This new storage building would be constructed to meet all floodplain requirements and would be placed on the property which the marina will continue to own. The new storage building requires a conditional use permit for construction in the floodplain and a variance from setback requirement. The conditional use permit and the variance would have to be approved prior to closing.
- The sale is contingent on the marina signing a drainage, flowage, and storage easement. This easement would release the City from the obligation to protect structures on the marina property from flood waters. As noted above, the new storage building would be constructed to floodplain standards. The City's only obligation would be to install a pump when flood waters meet a specific elevation that threatens vehicular access to the marina.

The details of the purchase agreement are provided in the attached memo from City Attorneys Tim Kuntz and Ken Rohlf.

The property lies in the Mississippi River Floodplain and, therefore, is eligible for reimbursement from DNR or CDBG grants. The acquisition would be funded entirely through grant funds.

Staff recommends approval of the Resolution Approving the Acquisition of Property at 6140 Doffing Avenue since it is consistent with previous City Council direction.

Enc: Resolution
Map
Memo from City Attorneys, dated March 14, 2016
Purchase Agreement

cc: Castaways Marina

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY
AT 6140 DOFFING AVENUE

WHEREAS, the City established a program for the voluntary acquisition of properties along Doffing Avenue in the Mississippi River Floodplain for the purpose of eventually reclaiming the floodplain and developing a community riverfront park; and

WHEREAS, Castaways Marina is the owner of a single family residence at 6140 Doffing Avenue and has requested the City to acquire the property.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the acquisition of 6140 Doffing Avenue from Castaways Marina, and

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes payment in the amount of \$116,500, plus State Deed Tax and title insurance premium, to be paid from the Community Development Block Grant and Flood Hazard Mitigation Grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the attached Purchase Agreement.

Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



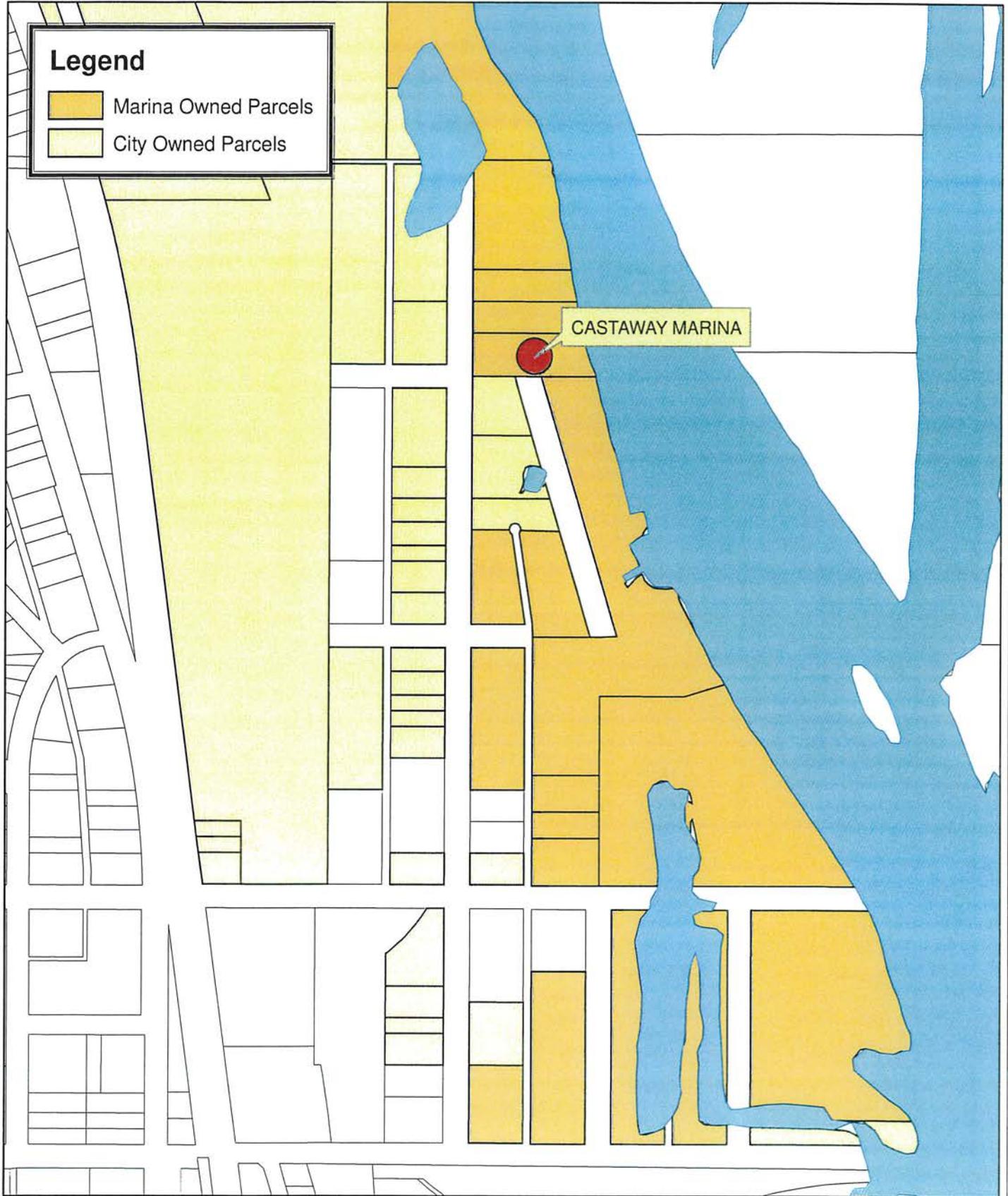
City Acquisitions 6140 Doffing Avenue



Legend

-  Marina Owned Parcels
-  City Owned Parcels

CASTAWAY MARINA



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

ATTORNEYS AT LAW

MEMO

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
BRAD HUTTER
HAROLD LEVANDER
1910-1992
ARTHUR GILLEN
1919-2005
ROGER C. MILLER
1924-2009

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

TO: Inver Grove Heights City Council
FROM: Timothy J. Kuntz & Kenneth Rohlf, City Attorneys
DATE: March 14, 2016
RE: Purchase of Property from

Section 1. Background. At the March 28, 2016 City Council meeting, the Council (Buyer) will consider the acquisition of property from **Castaways Marina, Inc.**, (Seller) a/k/a Castaway Marina, Inc. The property is generally located east of Doffing Avenue and is part of the Doffing Avenue – Heritage Park Project. A legal description of the property is included in the attached Purchase Agreement. At the March 28, 2016 City Council meeting, the Council will consider approval of the attached Purchase Agreement with Castaways Marina, Inc. This is somewhat of a unique property acquisition in that Castaways Marina, Inc., will be retaining a large parcel of property contiguous to the property being acquired. See Exhibit 1.

Section 2. Salient Provisions. The salient provisions of the Purchase Agreement are as follows:

1. The Purchase Price is **\$116,500.00**.
2. The Purchase Price will be paid at Closing.
3. The Closing will occur on or before **June 1, 2016**.
4. Buyer and Seller agree that the purchase price listed in the Purchase Agreement represents the fair market value of the Property which has been determined by an appraisal or other method of valuation acceptable to the Buyer and Seller.
5. Seller is waiving all relocation benefits and relocation services, moving costs and relocation benefits of any kind.
6. Real estate taxes payable in the year 2014 will be paid by Castaways Marina, Inc., as of the Closing Date.

7. Seller agrees to pay all special assessments levied or pending against the Property prior to the date of closing, including special assessment installments payable in the year of closing or thereafter.
8. The City performed its due diligence, including the preparation of an appraisal and a Phase I environmental assessment of the Property.
9. The City is paying for the title commitment and the title insurance premium.
10. The City has agreed to pay all costs of closing except the following costs which shall be paid by Seller:
 - a) costs of updating or perfecting marketable title to the Property;
 - b) costs of obtaining and filing any documents necessary to prove clear title;
 - c) State Deed Tax and Conservation Fee;
 - d) all real estate taxes for the years prior to the year of closing and all real estate taxes due in the year of closing; and
 - e) any unpaid assessments or municipal utility charges;
 - f) \$2,675 for the reimbursement of Survey costs.
11. Seller warrants there are no substances or conditions in or on the Property which may support a claim or cause of action under any other federal, state or local environmental statutes, regulations, ordinances and that to the best knowledge of Seller there are no underground deposits which contain hazardous wastes. Seller warrants there are no underground storage tanks located on the Property.
12. Seller does not know of a well on or serving the Property. In the event a well is located at the Property, Buyer shall be responsible for closing the well, including paying all costs and expenses related to closing the well, in accordance with state and county requirements.
13. Seller does not know of an individual sewage treatment system or septic tank on or serving the Property.
14. Seller's obligation to close this transaction is expressly contingent upon the satisfaction or waiver by Seller on or before the closing date, of the following conditions precedent:
 - a. Seller, at Buyer's expense, obtaining an administrative lot split which splits Seller's property into two parcels: the Property and the Seller Retained Property.
 - b. Seller, at Buyer's expense, obtaining a variance to the lot size requirement for the Property that will be split off from Seller's property.
 - c. Seller, at Seller's sole cost and expense, obtaining a Conditional Use Permit to permit the construction of a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
 - d. Seller, at Seller's sole cost and expense, obtaining a variance from the required setback requirements to construct a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
 - e. Seller obtaining a credit toward any Sewer Access Charge ("SAC") for the new building to be constructed by Seller on the Seller Retained Property, (from the SAC charge paid on the existing house that will be demolished on the Seller Retained

Property).

f. Buyer putting in its contract for the demolition of the buildings on the Property and a provision that requires Buyer's selected contractor to use reasonable efforts to avoid damaging or destroying the identified six (6) trees.

g. Buyer allowing Seller's demolition contractor to bid in accordance with City standards and procedures on the demolition of the buildings on the Property.

h. Buyer, at Buyer's expense, removing all water and sewer lines from the Property as part of Buyer's demolition of the building on the Property. Seller understands and acknowledges that Buyer will not be obligated to remove any water or sewer lines that may exist on the Seller Retained Property.

i. Buyer granting to Seller a utility easement over a portion (*northwest corner*) of the Property, the dimensions of which will be determined by the Buyer in Buyer's sole discretion, to permit the Seller's existing sewer line that services the Seller Retained Property to remain and exist on the Property.

15. Buyer's obligation to close this transaction is contingent upon the satisfaction or waiver by Buyer on or before the closing date, of the following conditions precedent:

- a. Buyer obtaining all necessary approvals and releases from the U. S. Department of Housing and Urban Development and the State of Minnesota for the expenditure of certain grant funds to purchase the property.
- b. Seller delivering a Waiver of Relocation Benefits Agreement.
- c. Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property and (b) all other inspections and due diligence regarding the Property.
- d. Buyer shall have satisfied itself, in Buyer's sole discretion, that access to and from roads and the Property is adequate.
- e. Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, subject only to such changes in title as are Permitted Encumbrances or as are acceptable to Buyer in Buyer's sole discretion.
- f. Seller shall have obtained releases or partial releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.
- g. Buyer shall approve of the environmental condition of the Property.
- h. Buyer granting an administrative lot split which splits Seller's property into two parcels: the Property and the Seller Retained Property.
- i. Buyer granting a variance to the lot size requirement for the Property that will be split off from Seller's property.
- j. Buyer granting a Conditional Use Permit to permit the construction of a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
- k. Buyer granting a variance from the required setback requirements to construct a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
- l. Buyer receiving confirmation from the Dakota County Community Development Agency ("CDA") and/or the Community Development Block Grant ("CDBG") that the

Property and/or the acquisition of the Property pursuant to this transaction qualifies for a CDA and/or a CDBG contribution toward the Purchase Price, in an amount deemed sufficient to Buyer, in Buyer's sole discretion.

- m. Buyer receiving confirmation from the Department of Natural Resources ("DNR") that the Property and/or the acquisition of the Property pursuant to this transaction qualifies for a flood hazard mitigation grant by the DNR toward the Purchase Price, in an amount deemed sufficient to Buyer, in Buyer's sole discretion.
 - n. Buyer confirming that any grant money to be used as part of the Purchase Price is in an amount acceptable to Buyer, in Buyer's sole discretion, and is available as of the Closing Date.
 - o. Buyer determining that the Property and/or the acquisition of the Property pursuant to this transaction is in compliance with all state and federal grant regulations and approvals including, but not limited to, environmental review, slum/blight review, substantial amendment review and end use review.
 - p. Seller vacating occupancy of all buildings on the Property on or before the Closing Date.
 - q. Seller granting, until June 1, 2017, a right of entry to enter onto the Seller Retained Property for the purpose of (i) demolishing the buildings on the Property and (ii) demolishing the Seller's existing shed (building) which currently exists on both the Property and the Seller Retained Property.
 - r. Seller meeting all State and Federal flood proofing laws and requirements with respect to the construction of the Building on the Seller Retained Property.
 - s. Seller delivering a Permanent Drainage, Flowage and Storage Easement over the Seller Retained Property which Permanent Drainage, Flowage and Storage Easement will permit the flowage of water, emitting from any source whatever, over the Seller Retained Property.
 - t. Seller delivering, as part of the Permanent Drainage, Flowage and Storage Easement, a release, indemnification and covenant not to sue against any claims arising out of the City's use of the Permanent Drainage, Flowage and Storage Easement on the Landowners Property for the drainage, flowage, ponding, collection and storage of stormwater and for purposes and uses incident and related thereto.
 - u. Buyer, subsequent to closing, recording a deed restriction against the Property declaring that he Property cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget.
16. Buyer and Seller represent to the other that neither has retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction.
17. **Construction of New Building on Seller Retained Property.** The parties acknowledge and agree that, provided it obtains all necessary governmental approvals, the Seller will be permitted to construct a new building on the Seller Retained Property ("Building"). The Building will be located within a known floodplain. Seller warrants and represents that construction of the Building on the Seller Retained Property will meet all State and Federal flood proofing laws and requirements. **The parties acknowledge and agree that, aside from**

the obligations of the Buyer (City of Inver Grove Heights) specifically identified in paragraph 18 below, the Buyer shall be under no obligation to take any remedial efforts whatsoever, including but not limited to, sandbagging, pumping of water, pumping of ponds, diverting or removing water, reconfiguring drainage or water runoff, whether said water, originated from the Mississippi River, any tributaries thereof or any other source whatsoever, or maintaining, repairing, replacing, reconstructing or improving any dike or levee in the City, to alleviate the flooding or potential flooding of the Seller Retained Property or any building which are or come to be located thereon. Seller agrees to deliver a Permanent Drainage, Flowage and Storage Easement over the Seller Retained Property which Permanent Drainage, Flowage and Storage Easement will permit the flowage of water, emitting from any source whatever, over the entirety of the Seller Retained Property. Seller, as part of the Permanent Drainage, Flowage and Storage Easement, agrees to release, indemnify and covenant not to sue the City of Inver Grove Heights against any claims arising out of the City's use of the Permanent Drainage, Flowage and Storage Easement on the Landowners Property for the drainage, flowage, ponding, collection and storage of stormwater and for purposes and uses incident and related thereto.

18. **City of Inver Grove Heights Stormwater Remediation Obligations.** Except as recited below, Buyer shall be under no obligation to take any remedial efforts whatsoever, including but not limited to, sandbagging, pumping of water, pumping of ponds, diverting or removing water, reconfiguring drainage or water runoff, whether said water, originated from the Mississippi River, any tributaries thereof or any other source whatsoever, or maintaining, repairing, replacing, reconstructing or improving any dike or levee in the City, to alleviate the flooding or potential flooding of the Seller Retained Property or any building which are or come to be located thereon.

(a). Affirmative Stormwater Remediation Obligations of Buyer (City of Inver Grove Heights):

- i. At such time as the Buyer receives notice that the water in Stormwater Pond #PP-3 located Northwest of the Northwest corner of the Seller Retained Property has reached or has exceeded an elevation of 696.00 above mean sea level ("MSL"), the Buyer, with reasonable dispatch, shall install one (1) 8-inch trash pump rated at a discharge rate of 2,000 gallons per minute at a location determined by Buyer, in Buyer's sole discretion, to pump, move and/or displace the water from Stormwater Pond #PP-3 through a discharge hose that Buyer will be permitted to run over the Seller Retained Property to an existing culvert located in the Northeast corner of the Seller Retained Property.
- ii. Seller grants a temporary easement over the Seller Retained Property for the purpose of the Buyer to run a discharge hose from Stormwater Pond # PP-3 to an existing culvert located in the Northeast corner of the Seller Retained Property.
- iii. Buyer's obligation as provided in this paragraph shall cease at such time as the water in Stormwater Pond # PP-3 has reached a MSL elevation of 693.00 or less. Within a reasonable time after the water reaches a MSL elevation of

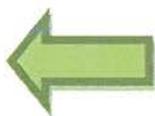
693.00 or less, Buyer shall remove the discharge hose running from Stormwater Pond #PP-3 to an existing culvert located in the Northeast corner of the Seller Retained Property.

- iv. Buyer's obligations shall indefinitely survive Closing and Seller's delivery of the Permanent Drainage, Flowage and Storage Easement over the Seller Retained Property.

Section 3. City Council Action. The City Council is asked to consider approval of the attached *Resolution Approving A Purchase Agreement Between The City Of Inver Grove Heights And Castaways Marina, Inc., To The Purchase Of Property Located at 6140 Doffing Avenue, Inver Grove Heights, Minnesota* at the March 28, 2016 City Council Meeting.

Attachments

EXHIBIT 1



Seller Retained Property



City to Acquire

PURCHASE AGREEMENT

This Agreement is made this ____ day of _____, 2016, by and between **Castaways Marina, Inc.**, a/k/a Castaway Marina, Inc., a Minnesota corporation, (hereinafter referred to, individually and collectively as the "Seller"), and the **City of Inver Grove Heights**, a municipality of the State of Minnesota (hereinafter referred to as the "Buyer").

Section 1. Purchase Price. The Buyer desires to purchase property located at 6140 Doffing Avenue, Inver Grove Heights, MN, legally described as shown on **Exhibit A**, attached hereto and incorporated herein by reference, including all improvements (hereinafter referred to as the "Property") all of which the undersigned Seller has this day sold to Buyer for the sum of **One Hundred and Sixteen Thousand and Five Hundred Dollars (\$116,500.00)** to be paid on the date of closing.

- 1.1 As part of this transaction, the Seller is retaining a significant portion of property adjacent and surrounding the Property. For purposes of this Agreement, the portion of property that the Seller is retaining will be referred to as the Seller Retained Property, legally described as shown on **Exhibit B**, attached hereto and incorporated herein by reference ("Seller Retained Property").

Section 2. Free of Liens. Seller hereby agrees to sell the Property to Buyer free of any liens, mortgages and encumbrances, except as set forth in Section 3; and the Buyer agrees to purchase the Property free of any liens, mortgages and encumbrances, except as set forth in Section 3.

Section 3. Seller's Closing Documents.

- 3.1 Warranty Deed. Seller shall convey the Property to Buyer by Warranty Deed. The Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title and be subject only to the following exceptions:
 - a) Building, zoning and platting laws, ordinances and state and federal regulations;
 - b) Reservations of any minerals or mineral rights to the State of Minnesota;
 - c) The lien of current taxes not yet due and payable; and
 - d) Utility easements and road easements existing at the date hereof, which do not interfere with the proposed use of the Property, as determined by Buyer in Buyer's sole discretion.
- 3.2 Affidavit of Identity. At closing, Seller shall deliver an Affidavit of Identity that recites that Castaways Marina, Inc., is the same entity as Castaway Marina, Inc.

- 3.3 Corporate Authorization. At closing, Seller shall deliver a corporate resolution of Castaways Marina, Inc., also known as Castaway Marina, Inc., signed by the President or Chief Executive Officer of the entity that recites that the Board of Directors of the entity has approved this Purchase Agreement and has authorized execution of all of the closing documents by the President/Chief Executive Officer of the entity.
- 3.4 Seller's Affidavit. At closing, Seller shall deliver a Seller's Affidavit signed by the President/Chief Executive Officer of the Seller in substantially the same form as the Affidavit attached hereto as **Exhibit C**.
- 3.5 FIRPTA Affidavit. At closing, Seller shall deliver an affidavit of Seller certifying that Seller is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- 3.6 Settlement Statement. At closing, Seller shall deliver a settlement statement with respect to this transaction.
- 3.7 Other Documents. At closing, Seller shall deliver all other documents reasonably determined by Title to be necessary to transfer the Property to Buyer and to evidence that Seller (a) has satisfied all monetary indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no monetary liens, (c) has obtained all consents from third parties necessary to effect Seller's performance of the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to the Property with the so-called "standard exceptions" deleted (excluding the survey exception), and (e) has duly authorized the transactions contemplated hereby.

Section 4. Real Estate Taxes. Seller hereby agrees to pay all real estate taxes levied against the Property due and payable in the years prior to the date of closing. Any real estate taxes levied against the Property due and payable in the year of the closing shall also be paid by Seller. Buyer shall have no obligation to pay any taxes due and payable in the year of closing. Buyer shall pay any real estate taxes levied against the Property that become due and payable in the year following the year of closing.

Section 5. Special Assessments. Seller agrees to pay all special assessments levied against the Property prior to the date of closing, including special assessment installments payable in the year of closing or thereafter. Seller agrees to pay all pending special assessments against the Property as

of the date of closing. Buyer agrees to pay all special assessments levied against the Property after the date of closing.

Section 6. Title Examination. Within twenty (20) days following the date of this Agreement, Buyer shall, at Buyer's expense, obtain a commitment for an owner's title insurance policy (ALTA Form 2006) issued by DCA Title ("Title") for the Property, and copies of all encumbrances described in the commitment (the "**Commitment**") (the "**Title Evidence**").

- 6.1 **Buyer's Objections.** Within twenty (20) days after Buyer's receipt of the Title Evidence, Buyer may make written objections ("**Objections**") to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may interfere with the Property. Any matters reflected on the Title Evidence which are not objected to by Buyer within such time period or waived by Buyer in accordance with Section 6.2.2 shall be deemed to be permitted encumbrances ("**Permitted Encumbrances**"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) existing Utility easements and road easements, which do not interfere with the proposed use of the Property, as determined by Buyer in Buyer's sole discretion and (d) Applicable laws, ordinances, and regulations. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.
- 6.2 **Seller's Cure.** Seller shall be allowed twenty (20) days after the receipt of Buyer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if Seller elects not to cure such Objections, Buyer shall have the option to do any of the following:

6.2.1 Terminate this Agreement with respect to all of the Property.

6.2.2 Waive one or more of its objections and proceed to Closing.

If Buyer so terminates this Agreement, neither Seller nor Buyer shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement).

Section 7. Seller Warranties. Seller warrants and represents the following to Buyer, and acknowledges that Buyer has relied on such representations and warranties in agreeing to enter into this Agreement:

- 7.1 This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

Seller has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by all necessary action on the part of Seller and such execution, delivery and performance does and will not conflict with or result in a violation of Seller's organizational agreement or any judgment or order.

- 7.2 The execution, delivery and performance by Seller of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Seller, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Seller is a party or by which it or any of its properties may be bound.
- 7.3 To Seller's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of Seller to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.
- 7.4 To Seller's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Seller or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to Seller, would have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.
- 7.5 **Environmental Condition.** Seller warrants to Buyer that to the best of its knowledge no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyls, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to

become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar state law or local ordinance or any other environmental law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance or any other environmental law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance or any other environmental law.

Seller also warrants that to the best knowledge of Seller there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that to the best knowledge of Seller there are no underground deposits which contain hazardous wastes. Seller warrants there are no underground storage tanks located on the Property.

- 7.6 There are no leases or tenancies with respect to the Property. There are no unrecorded agreements or other contracts of any nature or type relating to, affecting or serving the Property.
- 7.7 There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.
- 7.8 There shall be no labor or material furnished to the Property for which payment has not been made.
- 7.9 All mortgages and/or lien indebtedness with respect to all or any portion of the Property shall be released and Seller shall obtain recordable releases or partial releases of the Property from any and all such mortgages or other liens affecting all or any portion of the Property.
- 7.10 That construction of the Building on the Seller Retained Property will meet all State and Federal flood proofing laws and requirements.

The representations, warranties and other provisions of this Section 7 shall survive Closing indefinitely.

Section 8. Possession Date. Seller further agrees to deliver possession of the Property at the Closing Date. Prior to delivery of possession of the Property, all personal property, furnishings,

appliances, rubbish, debris, and other materials shall be removed from the Property by Seller at Seller's expense. The condition of the Property shall be verified by Buyer or Buyer's representative prior to Closing. Seller agrees that Buyer may dispose of any trash or personal property remaining on the Property as of the Closing Date in Buyer's sole discretion and Seller agrees to pay for all costs and expenses incurred by Buyer with respect to the transport and/or disposal of the personal property within ten (10) days after receipt of an invoice from Buyer.

Section 9. No Notice of Violations. Seller warrants that it has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.

Section 10. Status of Wells. Seller **does not know** of a well on or serving the Property. In the event a well is located at the Property, Buyer shall be responsible for closing the well, including paying all costs and expenses related to closing the well, in accordance with state and county requirements.

Section 11. Status of Septic System. Seller **does not know** of an individual sewage treatment system or septic tank on or serving the Property.

Section 12. Sewer and Water Connections to the Property. As part of Buyer's demolition of the building on the Property, all water and sewer lines shall be removed from the Property at the expense of the Buyer (except for the sanitary sewer service line referenced in Section 15.9). Buyer will not be obligated to remove any water or sewer lines on the Seller Retained Property.

Section 13. Right of Inspection; Condition of Property. Buyer shall have the right to enter onto the Property prior to closing to make inspections and conduct soil and other tests, at its own cost. In the event Buyer determines, in its sole discretion, that there exists unacceptable conditions on the Property, as determined by Buyer in Buyer's sole discretion, then at any time prior to closing, Buyer may terminate this Agreement.

Section 14. Buyer Contingencies. Buyer's obligation to close this transaction is expressly contingent upon the satisfaction or waiver by Buyer on or before the closing date, of the following conditions precedent:

- 14.1 Buyer obtaining all necessary approvals and releases from the U. S. Department of Housing and Urban Development and the State of Minnesota for the expenditure of certain grant funds to purchase the property.
- 14.2 Seller delivering a Waiver of Relocation Benefits Agreement. The form of the Waiver of Relocation Benefits Agreement is attached hereto and incorporated herein as **Exhibit D**.

- 14.3 Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property and (b) all other inspections and due diligence regarding the Property.
- 14.4 Buyer shall have satisfied itself, in Buyer's sole discretion, that access to and from roads and the Property is adequate.
- 14.5 Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, subject only to such changes in title as are Permitted Encumbrances or as are acceptable to Buyer in Buyer's sole discretion.
- 14.6 Seller shall have obtained releases or partial releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.
- 14.7 Buyer shall approve of the environmental condition of the Property.
- 14.8 Buyer granting an administrative lot split which splits Seller's property into two parcels: the Property and the Seller Retained Property.
- 14.9 Buyer granting a variance to the lot size requirement for the Property that will be split off from Seller's property.
- 14.10 Buyer granting a Conditional Use Permit to permit the construction of a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
- 14.11 Buyer granting a variance from the required setback requirements to construct a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
- 14.12 Buyer receiving confirmation from the Dakota County Community Development Agency ("CDA") and/or the Community Development Block Grant ("CDBG") that the Property and/or the acquisition of the Property pursuant to this transaction qualifies for a CDA and/or a CDBG contribution toward the Purchase Price, in an amount deemed sufficient to Buyer, in Buyer's sole discretion.
- 14.13 Buyer receiving confirmation from the Department of Natural Resources ("DNR") that the Property and/or the acquisition of the Property pursuant to this transaction qualifies for a flood hazard mitigation grant by the DNR toward the Purchase Price, in an amount deemed sufficient to Buyer, in Buyer's sole discretion.

- 14.14 Buyer confirming that any grant money to be used as part of the Purchase Price is in an amount acceptable to Buyer, in Buyer's sole discretion, and is available as of the Closing Date.
- 14.15 Buyer determining that the Property and/or the acquisition of the Property pursuant to this transaction is in compliance with all state and federal grant regulations and approvals including, but not limited to, environmental review, slum/blight review, substantial amendment review and end use review.
- 14.16 Seller vacating occupancy of all buildings on the Property on or before the Closing Date.
- 14.17 Seller granting, until June 1, 2017, a right of entry to enter onto the Seller Retained Property for the purpose of (i) demolishing the buildings on the Property and (ii) demolishing the Seller's existing shed (building) which currently exists on both the Property and the Seller Retained Property. The form of the Right of Entry and Building Demolition Agreement is attached hereto and incorporated herein as **Exhibit E**.
- 14.18 Seller meeting all State and Federal flood proofing laws and requirements with respect to the construction of the Building on the Seller Retained Property.
- 14.19 Seller delivering a Permanent Drainage, Flowage and Storage Easement over the Seller Retained Property which Permanent Drainage, Flowage and Storage Easement will permit the flowage of water, emitting from any source whatever, over the Seller Retained Property. The form of the Permanent Drainage, Flowage and Storage Easement is attached hereto and incorporated herein as **Exhibit F**.
- 14.20 Seller delivering, as part of the Permanent Drainage, Flowage and Storage Easement, a release, indemnification and covenant not to sue against any claims arising out of the City's use of the Permanent Drainage, Flowage and Storage Easement on the Landowners Property for the drainage, flowage, ponding, collection and storage of stormwater and for purposes and uses incident and related thereto.
- 14.21 Buyer, subsequent to closing, recording a deed restriction against the Property declaring that he Property cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion. Seller shall reasonably cooperate with Buyer's efforts to satisfy such contingencies, at no out of pocket cost to

Seller or assumption of any obligation or liability by Buyer. Buyer shall bear all cost and expense of satisfying Buyer's contingencies. If any of the foregoing contingencies have not been satisfied on or before the Closing Date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Such written notice must be given on or before the closing date, or Buyer's right to terminate this Agreement pursuant to this Section shall be waived. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations as survive termination of this Agreement.

If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of Seller set out in this Agreement, including without limitation any indemnity or representations with respect to environmental matters.

Section 15. Seller Contingencies. Seller's obligation to close this transaction is expressly contingent upon the satisfaction or waiver by Seller on or before the closing date, of the following conditions precedent:

- 15.1 Seller, at Buyer's expense, obtaining an administrative lot split which splits Seller's property into two parcels: the Property and the Seller Retained Property.
- 15.2 Seller, at Buyer's expense, obtaining a variance to the lot size requirement for the Property that will be split off from Seller's property.
- 15.3 Seller, at Seller's sole cost and expense, obtaining a Conditional Use Permit to permit the construction of a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
- 15.4 Seller, at Seller's sole cost and expense, obtaining a variance from the required setback requirements to construct a new storage building on the Seller Retained Property, in accordance with the Seller's plan submitted to the City.
- 15.5 Seller obtaining a credit toward any Sewer Access Charge ("SAC") for the new building to be constructed by Seller on the Seller Retained Property, (from the SAC charge paid on the existing house that will be demolished on the Seller Retained Property).
- 15.6 Buyer putting in its contract for the demolition of the buildings on the Property and a provision that requires Buyer's selected contractor to use reasonable efforts to avoid damaging or destroying the six (6) trees shown on **Exhibit G**, attached hereto and incorporated herein by reference.

- 15.7 Buyer allowing Seller's demolition contractor to bid in accordance with City standards and procedures on the demolition of the buildings on the Property.
- 15.8 Buyer, at Buyer's expense, removing all water and sewer lines from the Property as part of Buyer's demolition of the building on the Property (except for the sanitary sewer service line referenced in Section 15.9). Seller understands and acknowledges that Buyer will not be obligated to remove any water or sewer lines that may exist on the Seller Retained Property.
- 15.9 Buyer granting to Seller a utility easement over a portion (*northwest corner*) of the Property, the dimensions of which will be determined by the Buyer in Buyer's sole discretion, to permit the Seller's existing sewer line that services the Seller Retained Property to remain and exist on the Property.

Section 16. Voluntary Sale; Waiver of Relocation Benefits. Buyer and Seller agree that this is a voluntary sale by Seller. Buyer represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had failed to result in an amicable agreement. Seller has requested that the Property be acquired by Buyer and such request preceded any negotiations by Buyer to acquire the Property. Seller clearly showed an intent to sell the Property on the public market prior to any discussions, inquiries or negotiations by Buyer.

If the transaction set forth by this Agreement is not completed, Buyer has no present intent to acquire the Property by eminent domain and has not considered the use of eminent domain. If this Agreement is terminated for any reason, Seller is free to retain ownership of the Property or to sell the Property on the private market.

Buyer acknowledges that it has acquired other property in the general geographic area of the Property. Buyer has not set a specific time limit to acquire the Property or other properties in the general geographic area and Buyer has not determined whether to acquire such properties.

Seller and Buyer agree that the Purchase Price set forth in this Agreement is a lump sum price which includes any and all payments to which Seller may be entitled under any applicable state or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As Buyer and Seller agree that this is a voluntary sale, state and federal laws permit Buyer to request a waiver of relocation benefits from Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is subject to the approval of Buyer. Buyer will arrange for a relocation consultant to meet with Seller prior to closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If Seller does not waive relocation benefits, this Agreement will be terminated, and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

Section 17. Acknowledgment of Fair Market Value. Buyer and Seller agree that the purchase price listed in this Agreement represents the fair market value of the Property which has been determined by an appraisal or other method of valuation acceptable to the Buyer and Seller.

Section 18. Survival of Warranties. The representations, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property indefinitely and shall not be merged with the Warranty Deed.

Section 19. Assignment of Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.

Section 20. Amendment of Agreement. This Agreement may be amended only by a written instrument executed by Buyer and Seller.

Section 21. Entire Agreement. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.

Section 22. Date of Agreement. All references in the Agreement to “the date of this Agreement” shall be deemed to refer to that date set forth in the introductory clause of this Agreement.

Section 23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 24. Time of Essence. Time is of the essence in the closing of this transaction.

Section 25. Closing Date. Unless the closing date is extended by mutual agreement, the closing shall occur on or before **June 1, 2016**.

Section 26. Costs of Closing. Buyer agrees to pay all costs of closing except the following costs which shall be paid by Seller:

- a) costs of updating or perfecting marketable title to the Property;
- b) costs of obtaining and filing any documents necessary to prove clear title;
- c) State Deed Tax and Conservation Fee;

- d) all real estate taxes for the years prior to the year of closing and all real estate taxes due in the year of closing;
- e) any unpaid assessments or municipal utility charges;
- f) \$2,675 for the reimbursement of Survey costs. *(Note that the Buyer will pay the entirety of the Survey costs of \$4,350 and that Seller's contribution of \$2,675 represents the Seller's contribution toward the overall survey cost); and*
- g) any costs associated with reinstating the good standing corporate status of the Seller.

Section 27. Severability. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

Section 29. Sole Remedy. In the event of a default by Seller prior to closing, Buyer's sole remedy hereunder shall be limited to termination of this Agreement. In the event of a default by Buyer prior to closing, Seller's sole remedy hereunder shall be limited to termination of this Agreement.

Section 30. Notice. Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
ATTN: City Administrator

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Castaways Marina, Inc.
6140 Doffing Avenue
Inver Grove Heights, MN 55077
ATTN: Tom Lind, Vice President

Section 31. No Broker Fees. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

Section 32. Construction of New Building on Seller Retained Property. The parties hereto acknowledge and agree that, provided it obtains all necessary governmental approvals, the Seller will be permitted to construct a new building on the Seller Retained Property ("Building"). The Building will be located within a known floodplain. Seller warrants and represents that construction of the Building on the Seller Retained Property will meet all State and Federal flood proofing laws and requirements. **The parties hereto acknowledge and agree that, aside from the obligations of the Buyer (City of Inver Grove Heights) specifically identified in Section 33 hereof, the Buyer shall be under no obligation to take any remedial efforts whatsoever, including but not limited to, sandbagging, pumping of water, pumping of ponds, diverting or removing water, reconfiguring drainage or water runoff, whether said water, originated from the Mississippi River, any tributaries thereof or any other source whatsoever, or maintaining, repairing, replacing, reconstructing or improving any dike or levee in the City, to alleviate the flooding or potential flooding of the Seller Retained Property or any building which are or come to be located thereon.** Seller agrees to deliver a Permanent Drainage, Flowage and Storage Easement over the Seller Retained Property which Permanent Drainage, Flowage and Storage Easement will permit the flowage of water, emitting from any source whatever, over the entirety of the Seller Retained Property. The form of the Permanent Drainage, Flowage and Storage Easement is attached hereto and incorporated herein as **Exhibit F**. Seller, as part of the Permanent Drainage, Flowage and Storage Easement, agrees to release, indemnify and covenant not to sue the City of Inver Grove Heights against any claims arising out of the City's use of the Permanent Drainage, Flowage and Storage Easement on the Landowners Property for the drainage, flowage, ponding, collection and storage of stormwater and for purposes and uses incident and related thereto.

Section 33. Buyer (City of Inver Grove Heights) Stormwater Remediation Obligations. Except as specifically provided in this Section 33, Buyer shall be under no obligation to take any remedial efforts whatsoever, including but not limited to, sandbagging, pumping of water, pumping of ponds, diverting or removing water, reconfiguring drainage or water runoff, whether said water, originated from the Mississippi River, any tributaries thereof or any other source whatsoever, or maintaining, repairing, replacing, reconstructing or improving any dike or levee in the City, to alleviate the flooding or potential flooding of the Seller Retained Property or any building which are or come to be located thereon.

- (a). Affirmative Stormwater Remediation Obligations of Buyer:

1. At such time as the Buyer receives notice that the water in Stormwater Pond #PP-3 located Northwest of the Northwest corner of the Seller Retained Property has reached or has exceeded an elevation of 696.00 above mean sea level (“MSL”), the Buyer, with reasonable dispatch, shall install one (1) 8-inch trash pump rated at a discharge rate of 2,000 gallons per minute at a location determined by Buyer, in Buyer’s sole discretion, to pump, move and/or displace the water from Stormwater Pond #PP-3 through a discharge hose that Buyer will be permitted to run over the Seller Retained Property to an existing culvert located in the Northeast corner of the Seller Retained Property.
2. Seller grants a temporary easement over the Seller Retained Property for the purpose of the Buyer to run a discharge hose from Stormwater Pond # PP-3 to an existing culvert located in the Northeast corner of the Seller Retained Property.
3. Buyer’s obligation as provided in this Section 33 shall cease at such time as the water in Stormwater Pond # PP-3 has reached a MSL elevation of 693.00 or less. Within a reasonable time after the water reaches a MSL elevation of 693.00 or less, Buyer shall remove the discharge hose running from Stormwater Pond #PP-3 to an existing culvert located in the Northeast corner of the Seller Retained Property.
4. This Section 33 shall indefinitely survive Closing and Seller’s delivery of the Permanent Drainage, Flowage and Storage Easement over the Seller Retained Property.

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

BUYER:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

SELLER:

CASTAWAYS MARINA, INC.

By:  _____
Its: President

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The west 125.00 feet of Lot 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

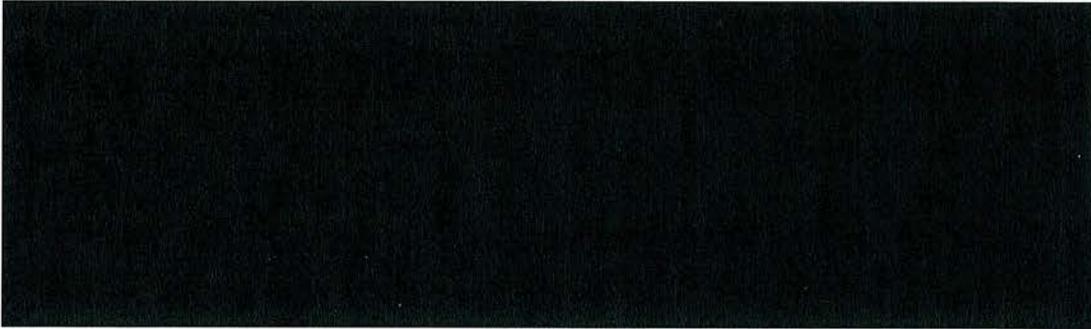
EXHIBIT B
LEGAL DESCRIPTION OF
SELLER RETAINED PROPERTY

Lots 1, 2 and 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, **EXCEPT** the west 125.00 feet of said Lot 3.

AND

All that part of vacated 61st Street East lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

EXHIBIT C
STANDARD FORM OF SELLER'S AFFIDAVIT



MDOCs Miller/Davis Company © - Minneapolis, MN - (612) 312-1570
AFFIDAVIT REGARDING BUSINESS ENTITY Minnesota Uniform Conveyancing Blanks
(Top 3 inches reserved for recording data) Form 50.1.3 (2006) (117-M/118-M)

State of _____ Minnesota _____, County of _____

_____ being first duly sworn on oath say(s) that:
(insert name of affiant)

1. (They are) (_____ he is) the _____ and the _____ respectively, of _____
a _____ under the laws of _____
(the "Business Entity"), named as _____ in the document dated _____ and filed for record _____ as Document Number _____
(month/day/year) *(month/day/year)*
(or in Book _____ of _____, Page _____), in the Office of the County Recorder Registrar of Titles
of _____ County, Minnesota. *(check the applicable boxes)*

2. The Business Entity's principal place of business is at _____
and the Business Entity's principal place(s) of business during the last ten (10) years has/have been at:

3. There have been no:

- 4. Any bankruptcy, or dissolution proceeding of record against business entities with the same or similar names, during the time period in which the Business Entity had any interest in the Premises are not against the Business Entity.
- 5. Any judgements or tax liens of record against entities with the same or similar names are not against the Business Entity.
- 6. There has been no labor or materials furnished to the Premises for which payment has not been made.
- 7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises except as stated herein:

- 8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:

- 9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s) (has) (have) knowledge.

Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the passing of title to the Premises.

Affiant(s)

(signature)

(signature)

Signed and sworn to before me on _____, by _____
(month/day/year)

(insert name of person making statement)

(Seal, if any)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Schedule "A" Legal Description

EXHIBIT D
WAIVER OF RELOCATION BENEFITS AGREEMENT

EXHIBIT E
RIGHT OF ENTRY AND BUILDING DEMOLITION AGREEMENT

EXHIBIT F
PERMANENT DRAINAGE, FLOWAGE AND STORAGE EASEMENT

WAIVER OF RELOCATION BENEFITS

THIS **WAIVER OF RELOCATION BENEFITS AGREEMENT** (“Agreement”), dated this ____ day of _____, 2016, is entered into between the City of Inver Grove Heights, a municipality of the State of Minnesota (hereinafter referred to as the "City") and **Castaways Marina, Inc.**, a/k/a Castaway Marina, Inc., a Minnesota corporation, (hereinafter referred to, individually and collectively as the (“Owner”).

I. RECITALS

- 1.01 City means City of Inver Grove Heights, a municipality of the State of Minnesota, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.
- 1.02 Owner owns property in Inver Grove Heights, Dakota County, Minnesota, legally described as shown on **Exhibit A**, attached hereto and incorporated herein by reference, including all improvements (hereinafter referred to as the “Subject Property”).
- 1.03 Owner has requested City to purchase the Subject Property owned by Owner.
- 1.04 Pursuant to Minnesota Statutes § 117.521, Owner desires to waive the possible claim that Owner may have for relocation benefits pursuant to Minnesota and federal law. Prior to any action by the City indicating intent to acquire the Subject Property, Owner requested that City acquire the Subject Property through negotiation. Owner clearly intended to sell the Subject Property on the public market prior to any inquiry or action by the City in this matter.
- 1.05 City has explained to Owner that, but for Owner’s waiver herein, Owner may be, or is, eligible under Minnesota Statutes Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation
Owner may be eligible for:

Relocation Assistance:	Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim.
Relocation Services:	Provide comparable properties for possible replacement sites, Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.

Relocation Payments:	Estimated Price differential payment	\$ _____
	Estimated moving costs	\$ _____
	Estimated Closing costs	\$ _____
	Total:	\$ _____

Relocation Benefits: Relocation benefits would include all of the above. (**Assistance, Services and Payments**)

1.06 Owner specifically represents and agrees that it is entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the City, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Owner, for good and valuable consideration provided as part of the **\$116,500** paid by City as the purchase price for Subject Property and for relocation benefits, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases, relinquishes, and forfeits forever any other claim that Owner may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes Chapter 117 and other provisions of state and federal law, including any claim for such assistance, services, payments and benefits arising by virtue of Owner holding over on the Property after the Closing Date by way of a lease. The consideration being by Owner in return for this waiver is as follows:

The purchase of the Subject Property and the Payment of Relocation Benefits for the total unallocated sum of \$116,500.00.

2.02 Under Minnesota Statutes, Owner may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapters 548 or 677; or Laws 1973, chapters 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapters 462, 458, or 458c.

2.03 City and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. City represented that City would not acquire the Subject

Property in the event that negotiations between City and Owner had failed to result in an amicable purchase agreement. Owner has requested that the Subject Property be acquired by the City and such request preceded any negotiations by the City to acquire the Subject Property. The Owner clearly showed an intent to sell the Subject Property on the public market prior to any discussions, inquiries or negotiations by the City.

If the purchase agreement requiring this Agreement is not completed, the City has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If the purchase agreement requiring this Agreement is terminated for any reason, the Owner is free to retain ownership of the Subject Property or to sell the Subject Property on the public market.

The City and the Owner acknowledge that the City has acquired other property in the general geographic area as the Subject Property. The City has not set a specific time limit to acquire the Subject Property or other properties in the general geographic area nor has the City determined whether to acquire such properties.

The Owner and City agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included any and all payments to which the Owner may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As City and Owner agree that this is a voluntary sale, state and federal law permit the City to request this waiver of relocation benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner was be required to sign this Waiver of Relocation Benefits Agreement. The City arranged for a relocation consultant to meet with the Owner prior to closing. The relocation consultant determined the amount of relocation benefits for which the Owner would be eligible if this were a non-voluntary sale. If the Owner did not waive relocation benefits, this purchase agreement would be terminated, the earnest money, if any, shall be returned to the City, and the Owner would be free to retain ownership of the Subject Property or to sell the Subject Property on the public market.

- 2.04 The recitals contained in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.
- 2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

CITY:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

OWNER:

CASTAWAYS MARINA, INC.

By: _____

Its: _____

ATTEST:

Michelle Tesser, City Clerk

By: _____
Timothy J. Kuntz,
Attorney for the City of Inver Grove Heights

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Real property in Dakota County, Minnesota, described as follows:

The west 125.00 feet of Lot 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

**RIGHT OF ENTRY AND
BUILDINGS DEMOLITION AGREEMENT**

THIS **RIGHT OF ENTRY AND BUILDINGS DEMOLITION AGREEMENT** ("Agreement") is made, this ____ day of _____, 2016, between **Castaways Marina, Inc.**, a/k/a Castaway Marina, Inc., a Minnesota corporation, (hereinafter referred to, individually and collectively as the "Landowner"), and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

RECITALS:

1. The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the "**Landowner Property**") ; and
2. The Landowner has requested that the City demolish an existing house, deck, overhand and garage and also demolish a storage building (or portion thereof) (collectively "**Buildings**") which is located upon, or may be immediately adjacent to, the Landowner Property; and
3. The Landowner is willing to grant the City the right to enter the Landowner Property for the purpose of demolishing the Buildings.

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, City and Landowner agree as follows:

1. **Incorporation of Recitals:** The recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.
2. **Right of Entry:** In accordance with the terms of this Agreement, Landowner grants to the City and its employees, contractors, agents, and representatives, a right of entry to the Landowner Property until June 1, 2017, for the purpose of demolishing the Buildings.
3. **Scope and Timing of Demolition:**
 - a. Prior to June 1, 2017, the City agrees to demolish and remove the Buildings located upon the Landowner Property at the City's sole cost and expense.
 - b. The City shall give notice to the Landowner five (5) business days prior to commencing the demolition of the Buildings and Landowner shall remove all materials, fixtures and equipment in, or attached to the Buildings prior to the expiration of the five (5) day notice period. Any materials, fixtures and equipment in, or attached to the Buildings remaining at the Buildings at the time demolition is commenced shall be included in the demolition of the Buildings and shall be removed from the Landowner Property. In the event the City incurs extraordinary costs to remove any materials, fixtures or equipment related to the Buildings as

part of the demolition of the Buildings the cost thereof shall be paid by Landowner within thirty (30) days of receipt of an invoice from the City.

- c. The City's demolition and/or removal of the Buildings shall consist of the complete demolition and/or removal of the Buildings including removal of equipment and fixtures, foundation walls, footings, concrete floors, steps, and other concrete masonry and timber structures, disconnecting and terminating utility service facilities, if any and the removal and disposal of materials, trees, shrubbery and debris existing prior to and resulting from said demolition and the final clean-up of the Landowner Property and other incidental work.
- d. The City, or the City's contractor, shall provide for the disconnection and removal from the Buildings of all water, sewer, gas, electric, telephone service facilities and other buried or overhead cables, if any. All removals shall be done in accordance with the requirements of municipalities and utility companies owning or controlling them. The City, or the City's contractor, shall notify the utility companies of the time any such disconnections may need to be made, and shall perform the work according to their standard practices and requirements. The cost of any and all such utility work shall be borne by the City.
- e. The City shall provide all labor, materials, equipment and expenses necessary for the demolition of the Buildings and obtain any necessary permits, bonds, and licenses, and coordinate all activities in conjunction with the demolition of the Buildings.

4. Miscellaneous Provisions:

- a. Landowner warrants that it has the authority to enter into this Agreement with City and agrees to indemnify and hold the City harmless from and against any and all claims, demands, actions, and causes of action which may arise out of or relate to the demolition of the Buildings.
- b. This Agreement constitutes the full understanding between City and Landowner and may only be amended by an instrument in writing executed by the parties hereto.
- c. This Agreement shall be in full force and effect upon its execution by the parties hereto. An executed copy of this agreement shall have the same force and effect as the original document. In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.
- d. This Agreement is being delivered and is intended to be performed in the State of Minnesota and shall be construed and enforced according to the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

CITY:

LANDOWNER:

CITY OF INVER GROVE HEIGHTS

CASTAWAYS MARINA, INC.

By: _____

By: _____

George Tourville, Mayor

Its: _____

ATTEST:

Michelle Tesser, City Clerk

Exhibit A
Landowner Property

Lots 1, 2 and 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, EXCEPT the west 125.00 feet of said Lot 3.

AND

All that part of vacated 61st Street East lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

PERMANENT DRAINAGE, FLOWAGE AND STORAGE EASEMENT

THIS PERMANENT DRAINAGE, FLOWAGE AND STORAGE EASEMENT is made, granted and conveyed this ___ day of _____, 2016, between **Castaways Marina, Inc.**, a/k/a Castaway Marina, Inc., a Minnesota corporation, (hereinafter referred to, individually and collectively as the "Landowner"), and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the "**Landowner Property**").

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for the drainage, flowage, ponding, collection and storage of water, and/or stormwater originating from any source whatsoever, including, but not limited to, the Mississippi River and any tributaries thereof and for purposes and uses incident and related thereto**, under, over, across, through and upon the entirety of the **Landowner Property** situated within Dakota County, Minnesota (the "**Easement**").

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Landowner Property at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to remove from the Landowner Property trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the purpose of this Easement in and upon the Landowner Property; and
- c.) to deposit, remove or otherwise dispose of earth or other material from the Landowner Property as the City may deem appropriate in its sole discretion.

Landowner acknowledges that the Landowner Property will be used for drainage from the Landowner Property and for the drainage, flowage, ponding, collection and storage of stormwater to and on the Landowner Property from property adjacent to the Landowner Property.

Except as provided in paragraphs (1) (a. through d. inclusive) immediately below, the City shall be under no obligation to take any remedial efforts whatsoever, including but not limited to, sandbagging, pumping of water, pumping of ponds, diverting or removing water, reconfiguring drainage or water runoff, whether said water, originated from the Mississippi River, any tributaries thereof or any other source whatsoever, or maintaining, repairing, replacing, reconstructing or improving any dike or levee in the City, to alleviate the flooding or potential flooding of the Landowner Property or any building which are or come to be located thereon.

- (1). Affirmative Stormwater Remediation Obligation of City:
 - a) At such time as the City receives notice that the water in Stormwater Pond #PP-3 located Northwest of the Northwest corner of the Landowner Property has reached or has exceeded an elevation of 696.00 above mean sea level (“MSL”), the City, with reasonable dispatch, shall install one (1) 8-inch trash pump rated at a discharge rate of 2,000 gallons per minute at a location determined by City, in City’s sole discretion, to pump, move and/or displace the water from Stormwater Pond #PP-3 through a discharge hose that the City will be permitted to run over the Landowner Property to an existing culvert located in the Northeast corner of the Landowner Property.
 - b) Landowner grants a temporary easement over the Landowner Property for the purpose of the City running a discharge hose from Stormwater Pond # PP-3 to an existing culvert located in the Northeast corner of the Landowner Property.
 - c) The City’s obligation as provided in this paragraph (1) shall cease at such time as the water in Stormwater Pond # PP-3 has reached a MSL elevation of 693.00 or less. Within a reasonable time after the water reaches a MSL elevation of 693.00 or less, the City shall remove the discharge hose running from Stormwater Pond #PP-3 to an existing culvert located in the Northeast corner of the Landowner Property.
 - d) The obligation of the City as provided in this paragraph (1.) (a. through d. inclusive) shall run with the land and bind and inure to the benefit of the parties and their respective assigns and successors.

Provided the City fulfills the obligations set forth in paragraphs (1) (a. through d. inclusive) above, then:

- a. **The Landowner, for itself, its successors and assigns, and for anyone claiming to be acting on its behalf, does hereby waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the City's use of the Easement on the Landowner Property for the drainage, flowage, ponding, collection and storage of water, and/or stormwater originating from any source whatsoever, including, but not limited to, the Mississippi River and any tributaries thereof and for purposes and uses incident and related thereto.**

- b. **The Landowner, for itself, its successors and assigns, and for anyone claiming to be acting on its behalf, does hereby release and forever discharge the City, from all actions, causes of action, liabilities, obligations, promises, agreements, controversies, damages, suits, rights, costs, losses, expenses, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, arising out of the City's use of the Easement on the Landowner Property for the drainage, flowage, ponding, collection and storage of water, and/or stormwater originating from any source whatsoever, including, but not limited to, the Mississippi River and any tributaries thereof and for purposes and uses incident and related thereto.**

- c. **The Landowner covenants with the City that it will not bring any legal or equitable suit, action, cause of action or claim, whether in a judicial or administrative forum, arising out of the City's use of the Easement on the Landowner Property for the drainage, flowage, ponding, collection and storage of water, and/or stormwater originating from any source whatsoever, including, but not limited to, the Mississippi River and any tributaries thereof and for purposes and uses incident and related thereto.**

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

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

Provided Landowner obtains all necessary governmental approvals, the Landowner will be permitted to construct a new building on the Landowner Property ("Building"). The Building will be located within a known floodplain. Landowner warrants and represents that construction of the

Building on the Landowner Property will meet all State and Federal flood proofing laws and requirements. **Provided the City fulfills the obligations set forth in (1) (a. through d. inclusive) above, Landowner agrees that the City shall not be responsible for any damage which may occur to the Building as a result of the drainage, flowage, ponding, collection and storage of water and/or stormwater originating from any source whatsoever, including, but not limited to, the Mississippi River and any tributaries thereof to and on the Landowner Property.**

No structures, improvements or encroachments including utilities shall be placed within the Landowner Property without the approval of and a permit from the City, which approval may be withheld for any reason or no reason. No grading or grade change shall occur within the Landowner Property without the approval of and a permit from the City, which approval may be withheld for any reason or no reason.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that Landowner is a corporation duly organized, validly existing, and in good standing under the laws of the state of Minnesota with authority to perform its obligations under this Agreement, that this Agreement is binding on Landowner and that Landowner is well seized in fee of the Landowner Property and has good right to grant and convey this Easement to the City.

This Easement shall run with and be appurtenant to the Landowner Property and bind and inure to the benefit of the parties and their respective assigns and successors.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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 on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Lots 1, 2 and 3, Block 37, INVER GROVE FACTORY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, EXCEPT the west 125.00 feet of said Lot 3.

AND

All that part of vacated 61st Street East lying easterly of the North extension of the west line of Block 37 of the Inver Grove Factory Addition, in Section 2, T27, R22W.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 28, 2016
 Item Type: Consent Agenda
 Contact:
 Prepared by: George Tourville
 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

Council is requested to take action on the salary determination of the City Administrator for 2016.

SUMMARY

The City Council reviewed the Performance of the City Administrator at their Closed Executive Session on March 14, 2016. The result of that review is the City Council finds the performance of the City Administrator meets their expectations.

The practice of the City has been to negotiate and settle on the wages for all of the bargaining units of the City to finalize the wage increases for employees in each of those units. Those employees not in a bargaining unit have typically received the same adjustment to their wages that the Union employees have received. The last employee to be dealt with for wage adjustment is the City Administrator. Typically the City Council has granted the City Administrator the same adjustment to wages as all other city employees.

The City has adjusted wages for employees, Union and Non-Union, by 3% effective January 1, 2016. At this time it is my recommendation that the City Administrator receive the same 3% adjustment to his salary retroactive to January 1, 2016. This is already accounted for in the 2016 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Joint Powers Agreement with Dakota County for the Mendota/Lebanon Regional Trail in the Blackstone Vista Subdivision

Meeting Date: March 28, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 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 between Dakota County and the City of Inver Grove Heights for the construction of the Mendota/Lebanon Regional Trail within the Blackstone Vista Subdivision.

SUMMARY

The Mendota-Lebanon Hills Greenway travels 8.5 miles through Mendota Heights, Inver Grove Heights, and Eagan. The plan will include trailhead facilities located at key locations along the route and grade separated crossings at major roadways and railroad crossings.

As a part of the plan review process the City is assisting the County in securing land control. The County has indicated a wiliness to pay landowners for land needed for the greenway. The greenway will connect to future City trails and potentially connect future City parks in the NW Area.

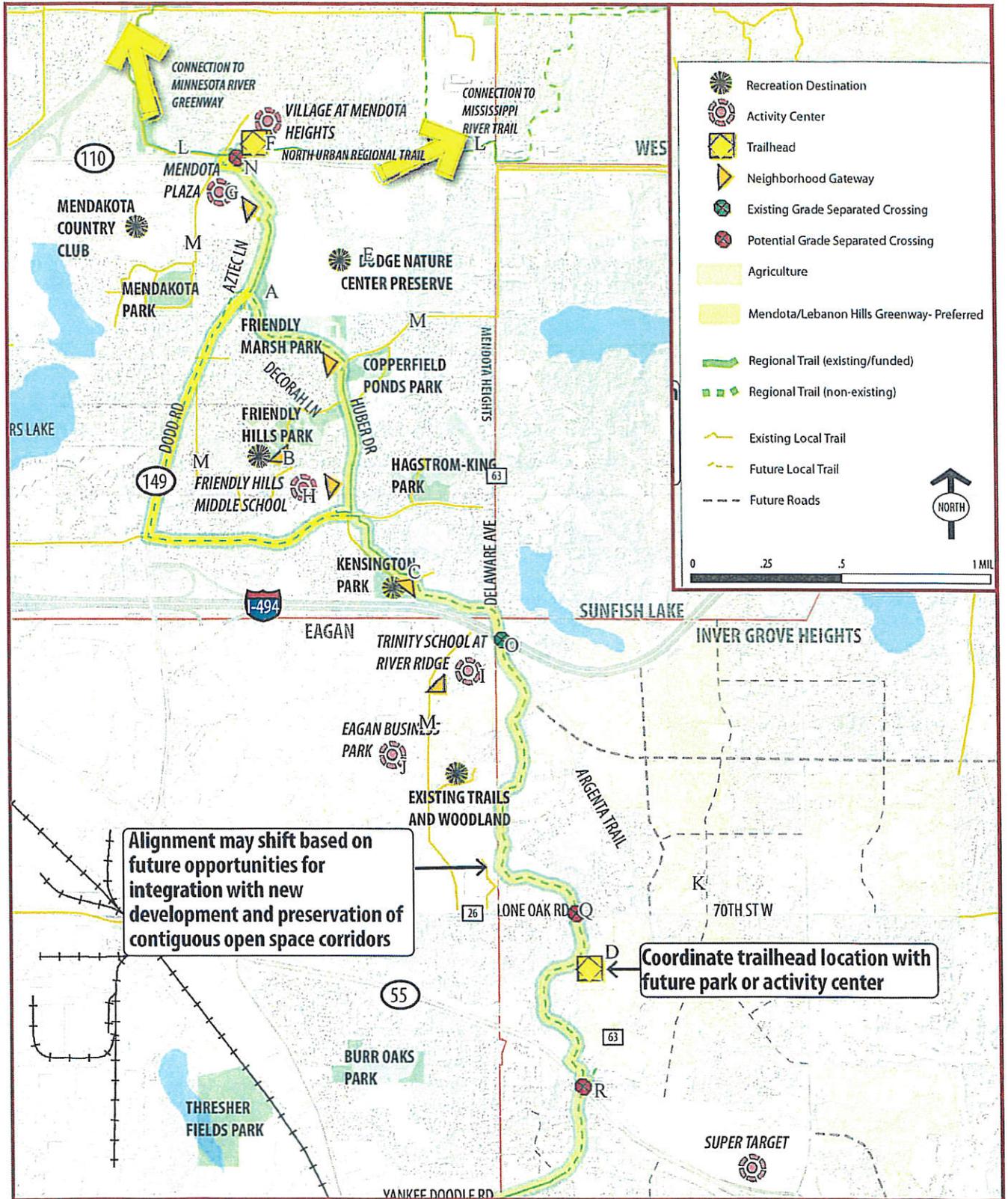
The plan is a long range plan and is funded by Dakota County. Construction, maintenance, and future replacement of the improvements will be the responsibility of Dakota County.

As a part of the approval of the Blackstone subdivision Development Agreement the developer agreed to construct the regional trail on behalf of the City/Dakota County. The JPA provides the agreement that facilitates the City and County understanding outlining the following:

- County to reimburse the City for 1.9 acres of land in the amount of \$142,500
- County to reimburse the City for 3,437 lineal feet of trail in the amount of \$127,616
- County to reimburse the City for 4,850 square feet of retaining walls in the amount of \$133,375
- County to reimburse the City for 5 trail rest areas in the amount of \$7,500
- County to reimburse the City for landscaping within the easement in the amount of \$10,000
- County to reimburse the City for the installation of culverts along the trail in the amount of \$24,850

With the exception of the land, the City will pay the developer the above amounts for the work the contractor will due to construct the regional trail. The City will be responsible to maintain the trail for a period of time not to exceed 3 years and Dakota County will reimburse the City of any expenses incurred in excess of \$1,500 per year.

Figure 31. Mendota-Lebanon Hills Greenway Segment 1 Concept Plan



**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY
AND THE CITY OF INVER GROVE HEIGHTS FOR COST CONTRIBUTION
RELATED TO ACQUISITION AND CONSTRUCTION OF THE
MENDOTA – LEBANON HILLS REGIONAL PARK GREENWAY FOR THE
BLACKSTONE VISTA SEGMENT**

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

WHEREAS, Dakota County (County) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Inver Grove Heights (City) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the “Parties”); and

WHEREAS, City and County have agreed to cooperatively undertake and pay for right-of-way and construction of a new 3,437 linear foot segment of bituminous trail in the City of Inver Grove Heights within the Blackstone Vista subdivision that will provide public benefits and improve pedestrian and vehicular safety and that will be a part of the Mendota – Lebanon Hills Regional Park Greenway (the “Project”); and

WHEREAS, the bituminous trail alignment is in accordance with the Mendota to Lebanon Hills Regional Greenway master plan as approved by the County.

WHEREAS, the Project lies within the plat of Blackstone Vista and consists of the following:

- a. a bituminous trail of 3,437 linear feet and 10 feet in width with 2 ½ inches of bituminous and 6 inches of class v material ;
- b. a permanent trail easement in favor of the County in the form attached hereto as Exhibit A;
- c. grading and pavement of the trail;
- d. retaining walls located along portions of the trail;
- e. five rest areas along the trail;
- f. four culverts; and
- g. tree restoration.

WHEREAS, the County has approved the design plans and specifications for the Project (the Project Plans). The Project Plans are on file with the City and County.

WHEREAS, by a Development Contract for Plat of Blackstone Vista dated April 27, 2015 (Development Contract), the City will cause the Developer to construct the Project and the County will reimburse the City for the amount set forth in this Agreement in the manner and at the time set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

Purpose

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for cost contribution to be provided by the County related to the Project.

ARTICLE 2

Term

This Agreement shall be effective on the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2017 or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 3

Cooperation

3.1 City- County Cooperation. The Parties 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 disputes in an equitable and timely manner.

ARTICLE 4

Payment

- 4.1. Right- of- Way Cost Contribution Amount. The Project trail right-of-way area in Blackstone Vista is 1.9 acres valued at \$75,000 per acre conferring a benefit of \$142,500. . The trail easement shall be in the form and substance attached to this Agreement as Exhibit A. Upon execution of this Agreement, the County will secure approval from the Met Council of Acquisition Opportunity Funds and upon receiving approval the County shall pay the City \$142,500 for the permanent trail easement for the Project. Upon receiving the \$142,500 from the County, the City shall deliver the Pedestrian Trail Easement attached hereto as Exhibit A to the County.
- 4.2. Paved Trail Contribution Amount. Upon completion of the grading and pavement of the trail pursuant to the Project Plans, the County shall pay the City the amount of \$37.13 per linear foot for the grading and pavement. The Parties estimate that the linear feet of trail in Blackstone Vista is approximately 3,437. Based on the estimate of linear feet of trail, the amount owed by the County to the City will be the sum of \$127,615.81. Upon completion of the trail, the Parties shall mutually verify the linear feet of trail that has been constructed. Payment by the County to the City shall be based upon the verified linear feet multiplied by the fixed price of \$37.13 per linear foot. The grading and pavement of the trail includes erosion control, clearing, grubbing, grading, subgrade preparation, topsoil placement, finish

grading, vegetative restoration, inspection and testing. Upon completion of grading and paving and upon verification of the actual linear feet of trail, the City shall invoice the County for an amount computed as set forth in this section and the County shall make payment within 45 days after the date of the invoice. If payment of any amount is disputed by County, payment of undisputed amounts will be made as set forth herein and City will be requested to provide additional documentation to support payment of any disputed amount.

- 4.3. Retaining Walls Contribution Amount. Upon completion of the retaining walls pursuant to the Project Plans, the County shall pay the City the amount of \$27.50 per square foot for the retaining walls. The Parties estimate that the square feet of retaining walls in the Project is approximately 4,850 square feet. Based on the estimate of square feet of retaining walls, the amount owed by the County to the City will be the sum of \$133,375. Upon completion of the retaining walls, the Parties shall mutually verify the square footage of retaining walls that have been constructed. Payment by the County to the City shall be based upon the verified square footage multiplied by the fixed price of \$27.50 per square foot. The retaining walls include erosion control, clearing, grubbing, grading, subgrade preparation, inspection and testing. Upon completion of the retaining walls and upon verification of the actual square footage of retaining walls, the City shall invoice the County for an amount computed as set forth in this section and the County shall make payment within 45 days after the date of the invoice. If payment of any amount is disputed by County, payment of undisputed amounts will be made as set forth herein and City will be requested to provide additional documentation to support payment of any disputed amount.
- 4.4. Rest Areas Contribution Amount. Upon completion of the rest areas pursuant to the Project Plans, the County shall pay the City the amount of \$1,500 per rest area. The Parties estimate that the number of rest areas in the Project is five (5). Based on the estimate of rest areas, the amount owed by the County to the City will be the sum of \$7,500. Upon completion of the rest areas, the City shall invoice the County the fixed amount of \$1,500 per rest area. The County shall make payment within 45 days after the date of the invoice. If payment of any amount is disputed by County, payment of undisputed amounts will be made as set forth herein and City will be requested to provide additional documentation to support payment of any disputed amount.
- 4.5. Tree Reforestation Contribution Amount. The Parties have determined that the tree reforestation items reflected in the Project Plans will cost approximately \$10,000. Upon completion of the tree reforestation pursuant to the Project Plans, the County shall pay the City the amount of \$10,000. The County shall make payment within 45 days after the date of the invoice. If payment of any amount is disputed by County, payment of undisputed amounts will be made as set forth herein and City will be requested to provide additional documentation to support payment of any disputed amount.
- 4.6. Culverts / Contribution Amount. The Parties have determined that four culverts will be installed as shown in the Trail Plan prepared by Sathre-Bergquist, Inc. attached hereto as Exhibit C. Upon completion of the culverts pursuant to the Trail Plan, the County shall pay the City the lump sum amount of \$24,850. The County shall make payment within 45 days after the date of the invoice. If payment of any amount is disputed by County, payment of

undisputed amounts will be made as set forth herein and City will be requested to provide additional documentation to support payment of any disputed amount.

- 4.7. Right to Refuse Payment. The County may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

ARTICLE 5

City's Obligations

- 5.1. Authorized Purposes. The funding provided by County to the City under this Agreement shall only be used by the City for the Project.
- 5.2. Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.3. Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations which will apply toward the construction of the work anticipated by this Project. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations which will apply toward the design of the work anticipated by this Project.
- 5.4. City Responsibility for Project Delivery / Developer Cooperation. The City will be responsible for executing a separate agreement with the developer for the plat of Blackstone Vista that results in the City and developer being responsible for the construction of the paved trail and associated improvements per a plan and specifications mutually approved by the City and the County. The City will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The County will have no actual or implied legal responsibility to the developer or the City relating to the obligations of the Project per this separate agreement.
- 5.5. Delivery of Trail Easement and Trail License. To the extent the trail, per the Project Plans, lies outside of road right of way, the City shall grant and deliver to the County a Pedestrian Trail Easement in the form attached hereto as Exhibit A. To the extent the trail, per the Project Plans, lies within City road right of way, the City shall grant and deliver to the County a right of way permit that allows for the upkeep, maintenance, repair and use of the trail.
- 5.6. Trail and Rest Area Maintenance. After acceptance of the Project the City will be responsible for maintenance of the trail (not including patching, sealcoating, cracksealing) and the rest areas along the trail for a period not longer than 3 years or until the County

designates the trail as “regional”, whichever occurs first. The County will reimburse the City for maintenance expenses that exceed \$1,500 per year during the period of time the City is responsible for maintenance of the trail.

- 5.7 Retaining Wall Maintenance and Culvert Maintenance. By separate agreement between the City and the County, in the form attached hereto as Exhibit B labeled Retaining Wall Maintenance Agreement, the County shall be responsible for the upkeep, maintenance and repair of the retaining walls located along portions of the trail. By the Retaining Wall Maintenance Agreement, the County is also responsible for the upkeep, maintenance and repair of the four culverts located along portions of the trail.

ARTICLE 6

Indemnification and Insurance

Each party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third party liability claim arising from the work of the Project, City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds.

ARTICLE 7

Reporting, Accounting and Auditing Requirements

- 7.1. Accounting Records. The City agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of six years following the expiration of this Agreement.
- 7.2. Auditing. The books, records, documents and accounting procedures and practices of the City that are relevant to this Agreement are subject to examination by the County and the State Auditor for a minimum of six years following the expiration of this Agreement.
- 7.3. Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Director of Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY: City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

7.4. Liaisons. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Steve Sullivan
Telephone: (952) 891-7088
Email: steve.sullivan@co.dakota.mn.us

City Liaison: Eric Carlson, Director of Parks and Recreation
Telephone: (651) 450-2587
Email: ecarlson@invergroveheights.org

ARTICLE 8 **Modifications**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 9 **Termination**

9.1. In General. Either party may terminate this Agreement for cause by giving seven days' written notice of its intent to terminate to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

ARTICLE 10
Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

ARTICLE 11
Merger

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

ARTICLE 12
Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

ARTICLE 13
Survivorship

The following provisions under this Agreement survive after the termination date of this Agreement: Section 5.2 (Acknowledgement); Section 6 (Indemnification); Section 7 (Reporting, Accounting and Auditing); Section 10 (Minnesota Law to Govern); and Section 12 (Severability).

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

DAKOTA COUNTY

Assistant County Attorney/Date
KS--

By _____
Physical Development Division Director

Date of Signature: _____

County Board Res. No. _____

CITY OF INVER GROVE HEIGHTS

By _____
George Tourville, Mayor
Date of Signature: _____

By _____
Michelle Tesser, City Clerk
Date of Signature: _____

EXHIBIT A
PEDESTRIAN TRAIL EASEMENT

PEDESTRIAN TRAIL EASEMENT
WITHIN OUTLOT D, BLACKSTONE VISTA,
DAKOTA COUNTY, MINNESOTA

THIS PEDESTRIAN TRAIL EASEMENT (Easement) is made, granted and conveyed this ____ day of _____, 2016, between the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as “Landowner” and County of Dakota, a political subdivision of the State of Minnesota, hereinafter referred to as “County”.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the County, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the County, its successors and assigns, forever, a **permanent easement and right-of-way for a trail (including, without limitation, the construction, upkeep, maintenance, repair and use of a trail)** over, under, across, through and upon the following described premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the County for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the County.

The easement rights herein granted to the County include the rights of the County, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the County, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the County.

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

IN TESTIMONY WHEREOF, the Landowner and County have caused this Easement to be executed as of the day and year set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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 on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

APPROVED AS TO FORM:

DAKOTA COUNTY

Assistant County Attorney/Date

By _____
Chair of Board of Commissioners

By _____
Secretary of Board of Commissioners

Date of Signature: _____

County Board Res. No. _____

RECOMMENDED FOR APPROVAL:

County Engineer

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Chair and Secretary of the Board of Commissioners of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said Chair and Secretary acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

[to be inserted upon an as-built survey of the Project]

EXHIBIT B
RETAINING WALL MAINTENANCE AGREEMENT

RETAINING WALL MAINTENANCE AGREEMENT
FOR PEDESTRIAN TRAIL WITHIN OUTLOT D, BLACKSTONE VISTA
INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT (hereafter referred to as “Agreement”) is made, entered into and effective this ____ day of _____, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and County of Dakota, a political subdivision of the State of Minnesota, (hereafter referred to as Trail Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Trail Owner. “Trail Owner” means County of Dakota, a political subdivision of the State of Minnesota, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent located within or along the Trail:

The retaining wall structures, retaining wall foundations, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances located within or along the Trail and the four culverts along the Trail.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means the _____ Plan prepared by _____ dated _____, 2016, and

approved by the City's Director of Public Works on _____, 2016. The Retaining Wall Construction Plan is on file with the City.

1.6 Trail. "Trail" means that certain Pedestrian Trail Easement dated _____, 2016 recorded on _____, 2016 as Dakota County Document No. _____. The Trail is located in that area described on the attached **Exhibit A**.

1.7 Responsible Owner. "Responsible Owner" means the owner of the Trail during the period of time that the owner owns the Trail.

1.8 Maintenance Standards. "Maintenance Standards" means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. "DPW" means the City's Director of Public Works.

1.10 Joint Powers Agreement. "Joint Powers Agreement" means that certain *Joint Powers Agreement Related to Acquisition and Construction of the Mendota – Lebanon Hills Regional Park Greenway for the Blackstone Vista Segment* between Dakota County and Inver Grove Heights dated _____, 2016.

ARTICLE 2 **RECITALS**

Recital No. 1. Trail Owner owns the Trail and is the Responsible Owner.

Recital No. 2. City owns fee title to the land upon which the Trail exists.

Recital No. 3. By this Agreement the parties seek to impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. The Retaining Wall Facilities will be constructed by the date set forth in the Joint Powers Agreement according to the Retaining Wall Construction Plan. The responsibility for construction of the Retaining Wall Facilities and the obligation for payment for construction shall be governed by the Joint Powers Agreement.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Standard of Maintenance shall also apply to any modification, alternation or relocation of the Retaining Wall Facilities.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and

any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems and culverts that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

The Responsible Owner shall also insure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs and culvert designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time).

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Sections 3.2 or 3.3 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Sections 3.2 or 3.3. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Sections 3.2 or 3.3, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced construction of the Retaining Wall Facilities within the initial thirty (30) days.

3.5 Access to Retaining Wall Facilities. The City hereby grants to the Responsible Owner a temporary right and license to enter Outlot D, Blackstone Vista and public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Trail for the purpose of performing inspection of the Retaining Wall Facilities.

3.6 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on its part to be observed or performed under this Agreement.

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

remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Provision in Joint Powers Agreement. The City agrees that the requirement contained in the Joint Powers Agreement obligating the County to enter into this Retaining Wall Maintenance Agreement will be satisfied by execution and recording of this Retaining Wall Maintenance Agreement.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Trail and shall be binding upon the parties and the successors and assigns of the parties.

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

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

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

5.5 Consent. Trail Owner and City consent to the recording of this Agreement.

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

If to City:

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

If to Trail Owner:

County of Dakota
Attention: _____

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

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

IN WITNESS WHEREOF Trail Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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 on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

APPROVED AS TO FORM:

DAKOTA COUNTY

Assistant County Attorney/Date

By _____
Chair of Board of Commissioners

By _____
Secretary of Board of Commissioners

Date of Signature: _____

County Board Res. No. _____

RECOMMENDED FOR APPROVAL:

County Engineer

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Chair and Secretary of the Board of Commissioners of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said Chair and Secretary acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

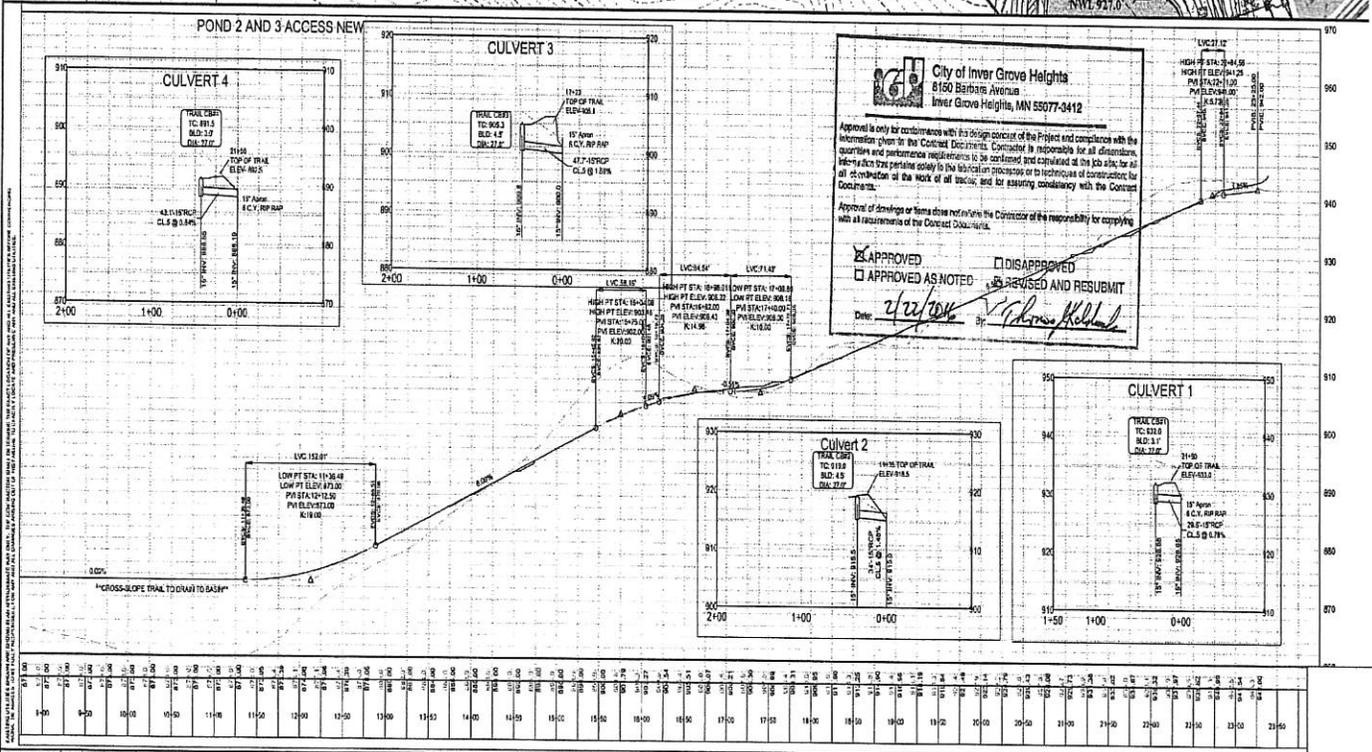
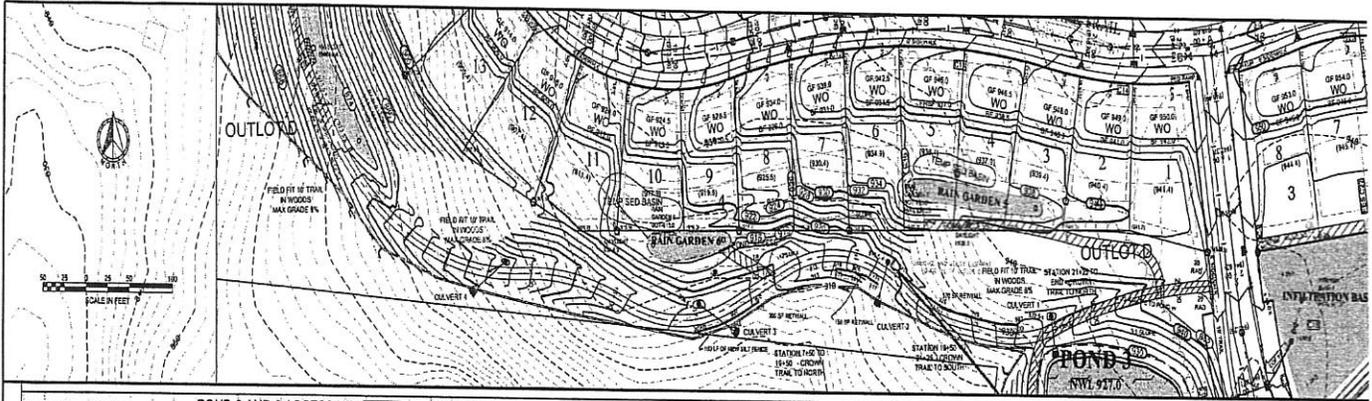
RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF TRAIL AREA

[to be inserted upon an as-built survey of the Project]

EXHIBIT C TRAIL PLAN (depicting location of four culverts)



City of Inver Grove Heights
 8150 Baraboo Avenue
 Inver Grove Heights, MN 55077-0412

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and maintained at the job site for all information that pertains solely to the contractor's processes or to techniques of construction for all information at the work of all phases and for ensuring consistency with the Contract Documents.

Approval of drawings or items does not imply the Director or the responsibility for complying with all requirements of the Contract Documents.

APPROVED
 APPROVED AS NOTED
 DISAPPROVED
 REVISED AND RESUBMIT

Date: 2/22/2016 By: *Thomas Kollman*

NO.	DATE	BY	REVISIONS
1	06/11/13	LAW	BASE SHEET
2	06/11/13	LAW	AMEND PLANS FOR OWNER PROPERTY AND DETAIL
3	06/11/13	LAW	REVISE DRAINAGE
4	06/11/13	LAW	ADD ADDITIONAL CULVERTS AND
5	06/25/13	LAW	REVISE STATION 13 AND ADD INVERT ELEVATION
6	07/01/13	LAW	REVISE TRAIL SPACING AND CULVERTS
7	02/22/16	LAW	REVISE TRAIL FOR ERM COMMENTS

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

Daniel J. Schmitt
 Daniel J. Schmitt, P.E.
 Lic. No. 28147

SATHRE-BERGQUIST, INC.
 130 SOUTH BROADWAY WAYATA, MN 55391 (551) 475-5000

CITY PROJECT NO. _____
INNER GROVE HEIGHTS, MINNESOTA

TRAIL PLAN
 BLACKSTONE VISTA
 RYLAND HOMES

FILE NO.
 7025619
 12
 43

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract for VMCC Roofing Project

Meeting Date: March 28, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Kristi Smith

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve a contract with Central Roofing Company in an amount of \$902,321 for the VMCC roofing project which includes the base bid and Alt 1 and Alt 2 and establish a project budget of \$987,321 which includes \$40,000 in architect fees and \$45,000 in contingency. The project will be paid for with \$170,000 that was carried over from the 2015 VMCC/Grove budget and an interest free internal loan from the Central Equipment Fund. The VMCC/Grove will pay back the Central Equipment Fund loan over a 16 year period through energy savings from the re-commissioning projects being installed by Apex Engineering and the installation of solar panels on City Hall and the VMCC/Grove.

SUMMARY

The roof over the VMCC is 20-years old and we have experienced increased maintenance costs over the last 5 years. In addition, the roof over the spa pool is failing and needs to be replaced including the metal decking. The Council approved hiring Stantec to help develop plans and specifications for the project earlier this year. The City held a bid opening on Thursday, March 17th, and the bid results are as follows:

	Base Bid	Alt 1	Alt 2	Total Bid
Central Roofing	\$827,645	\$72,226	\$2,450	\$902,321
Ebert Inc.	\$893,300	\$0	\$22,900	\$916,200
JPMI Construction	\$818,500	\$75,000	\$23,000	\$916,500
Schwicker's	\$1,124,534	\$68,944	\$2,100	\$1,195,578

- Alt 1 – replacement of the skylights
- Alt 2 – extend metal coping system 2” as opposed to 1”

Staff recommends hiring Central Roofing in an amount of \$902,321, to establish a project contingency of \$45,000, and an architect budget of \$40,000.



Stantec Consulting Services Inc.
2335 Highway 36 West, St. Paul MN 55113-3819

March 18, 2016

Honorable Mayor and City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Veterans Memorial Community Center Roof Replacement and Spa Pool Area Wall Repairs
Project No. 193803142
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on March 17, 2016. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

There were a total of 5 Bids received. One of the bids received did not include the Responsible Contractor Forms and is considered non-responsive. The following summarizes the results of the Responsive Bids received:

	<u>Contractor</u>	<u>Total Base Bid</u>	<u>Alternate No. 1</u>	<u>Alternate No. 2</u>	<u>Total Bid</u>
Low	Central Roofing Co.	\$827,645.00	\$72,226.00	\$2,450.00	\$902,321.00
#2	Ebert Inc.	\$893,300.00	\$0.00	\$22,900.00	\$916,200.00
#3	JPMI Construction Co.	\$818,500.00	\$75,000.00	\$23,000.00	\$916,500.00
#4	Schwickert's	\$1,124,534.00	\$68,944.00	\$2,100.00	\$1,195,578.00

The low Responsive Bidder on the Project was Central Roofing Company with a Total Bid Amount of \$902,321.00. This compares to the Engineer's Opinion of Probable Costs of \$950,000. These Bids have been reviewed and found to be in order.

Based on the information above, if the City Council wishes to award the Project to the low Responsive Bidder, then **Central Roofing Company** should be awarded the Project on the **Total Bid Amount of \$902,321.00**.

Should you have any questions, please feel free to contact me at (651) 604-4849.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Bruce P. Paulson, AIA
Senior Project Manager
Phone: (651) 604-4849
Fax: (651) 636-1311
Bruce.Paulson@stantec.com

Attachment: Bid Tabulation

c. file



Project Name: **VETERANS MEMORIAL COMMUNITY CENTER ROOF REPLACEMENT AND SPA POOL AREA WALL REPAIRS**

City Project No.: 193803142

Stantec Project 193803142

Bid Opening: Thursday, March 17, 2016 at 2 P.M., CDT

Owner: City of Inver Grove Heights, Minn

I hereby certify that this is an exact reproduction of bids received.

Bruce P. Paulson

Bruce P. Paulson, AIA
License No. 20910

Item Num	Item	Units	Qty	Bidder No. 1 Central Roofing Company		Bidder No. 2 Ebert Inc.		Bidder No. 3 JPMI Construction Co.		Bidder No. 4 Schwickert's Tecta America	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:											
1-1.	MATERIALS AND LABOR NECESSARY TO COMPLETE THE SCOPE OF WORK DEFINED ON THE PROJECT DRAWINGS AND IN THE PROJECT MANUAL	LS	1	\$827,645.00	\$827,645.00	\$893,300.00	\$893,300.00	\$818,500.00	\$818,500.00	\$1,124,534.00	\$1,124,534.00
TOTAL BASE BID					\$827,645.00		\$893,300.00		\$818,500.00		\$1,124,534.00
PART 2 - ALTERNATES (SEE SECTION 01 20 00 FOR DESCRIPTIONS):											
2-1.	ALTERNATE NO. 1: MATERIALS AND LABOR NECESSARY TO REMOVE AND REPLACE THE 8-PANEL TRANSLUCENT SKYLIGHT SYSTEM AS INDICATED ON THE DRAWINGS	LS	1	\$72,226.00	\$72,226.00	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$68,944.00	\$68,944.00
2-2.	ALTERNATE NO. 2: MATERIALS AND LABOR NECESSARY TO EXTEND NEW PREFINISHED METAL COPING SYSTEM 2" BELOW TOP OF PRECAST OR MASONRY IN LIEU OF 1" AS SHOWN ON DETAILS ON SHEET A802 AND A803	LS	1	\$2,450.00	\$2,450.00	\$22,900.00	\$22,900.00	\$23,000.00	\$23,000.00	\$2,100.00	\$2,100.00
TOTAL ALTERNATES BID					\$74,676.00		\$22,900.00		\$98,000.00		\$71,044.00
TOTAL BID					\$902,321.00		\$916,200.00		\$916,500.00		\$1,195,578.00
Contractor Name and Address:				Central Roofing Company 4550 Main Street NE Minneapolis, MN 55421	Ebert Inc. 23350 County Road 10 Corcoran, WI 54357	JPMI Construction Co. 2310 County Road D W, #105 St. Paul, MN 55112-8504	Schwickert's Tecta America, LLC 330 Poplar Street Mankato, MN 56001				
Phone:				(763) 572-0660	(763) 498-7844	(651) 636-1499	(507) 387-3101				
Fax:				(763) 572-0230	(763) 498-9951	(651) 636-1699	(507) 387-4688				
Email:				imbariau@centralroofing.com	tolson@eberconst.com	jay@jpmiconstruction.com	jmartin@schwicker.com				
Signed By:				Jason Stock	Gregory R. Ebert	Jay Hadi	Kevin Palmer				
Title:				CFO/Vice President	President	President	Vice President				
Responsible Contractor Forms Included:				Yes	Yes	Yes	Yes				
Bid Security:				Merchants National Bonding, Inc.	Merchants Bonding Company	Ohio Farmers Insurance Co.	Westchester Fire Insurance Co.				
Addenda Acknowledged:				1,2	1,2	1,2	1,2				

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Proposal from Friends of the Mississippi River for Heritage Village Park & Swing Bridge Park Restoration Work

Meeting Date: March 28, 2016
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Brian Swoboda

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve a funding partnership with the Friends of the Mississippi River (FMR). The City’s investment is \$11,590 which would be funded from the Park Maintenance Fund (Fund 444). FMR’s funding would be from an LCCMR Metro Conservation Corridors grant in the amount of \$16,800.

SUMMARY

Friends of the Mississippi River (FMR) and the City are partnering to improve the native vegetation of Heritage Village Park and Swing Bridge Park. FMR will seek a grant from the LCCMR in the amount of \$16,800 and the City will contribute \$11,590 from Fund 444.

The project includes the following:

- Conduct restoration at Heritage Village Park and Swing Bridge Park
- Removal of invasive species
- Floodplain forest restoration
- Oak savanna restoration
- Woody invasive plant removal
- Seeding
- Shrub planting
- Planting of 75 bur oaks

The City and FMR have partnered in project in the past with positive results. The Park and Recreation Commission reviewed this item at their March meeting and is recommending approval.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of 2016 Tree Replacement Plan

Meeting Date: March 28, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Brian Swoboda

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

PURPOSE/ACTION REQUESTED

Consider approval of the proposed 2016 Tree Replacement Plan.

SUMMARY

Background:

The Commission and Council approved the Tree Preservation Mitigation Fund and Tree Replacement Plan Policy in early 2003. (See attached). The purpose of the policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The policy provides for expenditures of up to 50% of the fund in any given year. The current balance in the Tree Preservation Mitigation Fund (Fund 443) is approximately \$10,300 (50% = \$5,000).

The following are the recommended 2016 expenditures:

Proposed 2016 Tree Preservation Fund

<u>Project Description</u>	<u>Quantity</u>	<u>Cost</u>
Spade trees from Salem Hills tree nursery	10 trees	\$1,000
Plant container trees in various parks	10 trees	\$1,000
Re-stock tree nursery with bare root trees	50 trees	\$1,000
Hardwood mulch	100 yards	<u>\$2,000</u>
	TOTAL	\$5,000

The Park Commission reviewed this item at their March meeting and is recommending approval.

POLICY
TREE PRESERVATION MITIGATION FUND
TREE REPLACEMENT PLAN

PURPOSE AND INTENT OF POLICY

The purpose of this policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The intent is the enhancement of the city's forest resource.

POLICY

Funds may be used as follows:

1. Reforestation Program

The Reforestation Program includes the purchase and planting of trees on public land including, but not limited to city parks, city golf course, city nursery, storm sewer retention ponds, open space and limited road right-of-way such as Cahill Ave. between Upper 55th St. and 80th St. with community-wide significance. Costs may include tree purchase, planting, and a maintenance period (i.e. irrigation, tree staking, fertilization, pruning, etc.) until the tree(s) becomes established.

2. Special Needs

In the event of a natural disaster or other identifiable special need, funds may be contributed to other city sponsored reforestation programs.

CONTINUANCE OF POLICY

This policy shall apply only to funds received specifically from Tree Protection and Preservation Mitigation Fund (Code 515.90 Subd 28) from applications to the City. At no time may the fund deplete by more than 50%, or to less than \$10,000 in any given year, without the express consent of the City Council.

RESPONSIBILITY

The Director of Parks and Recreation and the City Administrator shall have primary responsibility for the implementation and coordination of this policy per Code 515.90 Subd 28. An annual tree replacement plan, prepared by Parks Division, will be submitted for Park and Recreation Advisory Commission review and City Council approval.

Approved by the Inver Grove Heights City Council 2/10/03

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Reclassification of Park Superintendent Position

Meeting Date: March 28, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Janet Shefchik

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve the reclassification of the Parks Superintendent position to make its salary range equivalent to that of the Golf Course Superintendent and Golf Course Clubhouse Superintendent positions. The Park Superintendent position is currently compensated in the non-union compensation plan in range V (\$81,400 - \$101,800) and it is recommended to be moved to range U (\$70,100 - \$87,700). The Council is also asked to approve the attached job description modifications of the Park Superintendent and Park Maintenance Coordinator positions. It is anticipated that current Park Maintenance employees will fill these roles within the division.

SUMMARY

The Park Superintendent position has been vacant since the incumbent retired in October 2015. While the position has been held vacant, the Park and Recreation Department has taken the opportunity to evaluate the scope of its positions and the department’s overall structure. This included conducting a comprehensive employee survey and series of meetings toward creating a culture of excellence. While other department changes will be looked at over the coming months and years, one of the more immediate priorities identified was the need to refocus and promptly refill the Parks Superintendent position. Therefore, the position’s job description has been revised to better align the position with the needs of the department to provide appropriate oversight while adding staff at the maintenance level. The job description revisions together with a moderate redistribution of subordinate staff should address the department’s needs, while also creating efficiencies.

Under the proposed changes to the Parks Division, the division would go from three employees that provide some level of supervision/leadership to two employees. The third position would be reclassified from a Leadworker to a Park Maintenance Worker. The proposed changes will not negatively impact existing employees pay/benefits.

	Current			Starting	Top
(1)	Parks Superintendent	Non-Union	Salaried	\$81,400	\$101,800
(1)	City Forester/Parks Coordinator	Union	Hourly	\$29.24	\$32.47
(1)	Parks Leadworker	Union	Hourly	\$28.12	\$29.75
(4)	Park Maintenance Worker	Union	Hourly	\$22.80	\$27.04

	Proposed			Starting	Top
(1)	Parks Superintendent	Non-Union	Salaried	\$70,100	\$87,700
(1)	Parks Coordinator	Union	Hourly	\$29.24	\$32.47
(5)	Park Maintenance Worker	Union	Hourly	\$22.80	\$27.04

City of Inver Grove Heights

POSITION DESCRIPTION

Position Title: ***Parks Superintendent***

Department/Location: ***Parks & Recreation – Parks Division***

Immediate Supervisor: ***Parks & Recreation Director***

Latest PD Revision: ***~~February 2008~~ March 2016***

Position Summary:

This is a professional management position responsible for the ongoing maintenance of the park system and urban forest. The position also ~~and~~ assists in the development of the park system. Incumbent is responsible to perform independent judgment and take initiative under the general supervision of the Parks & Recreation Director.

Essential Accountabilities and Expected Outcomes

- 1) ~~Directs-Manages~~ division staff in the maintenance ~~and development~~ of the park system ~~and urban forest~~.
 - a) Establish administrative and internal procedures and plans for daily and future needs of the division.
 - b) Motivates and ensures job performance standards are met through proper mentoring and coaching of division staff to ensure staff can contribute value-added results.
 - c) Provides appropriate and adequate training opportunities to division staff that leads to productivity and a safe work environment.
 - d) Develops a culture within the division that reinforces positive values and accountability to job responsibilities.
- 2) Develops and sustains an effective and productive operational year-round work plan.
 - a) Demonstrates the ability to develop routine and complex work plans that lead to the efficient and effective utilization of financial, capital, and human resources.
 - b) Utilizes city staff, vendors, and contractors maximizing the resources available.
 - c) Formulates plans and specifications and monitors projects to ensure the City receives projects that are high quality within approved budgets and completed on time.
- 3) Develops ~~, recommends, and implements~~ policies and procedures for the efficient and effective provision of division services; ~~assists the Department Director in planning of the development of the park system-~~
 - a) Maintains records and develops plans for the division that includes projects that maintain and improve the park system in a timely well thought out fashion.
 - b) Follows established procedures for securing materials, equipment and supplies
- 4) Prepares overall division operational ~~budgets~~ and ~~assists with~~ capital budgets.
 - a) Develops budgets that are designed to protect the city's investment in facilities, equipment, and infrastructure making sure the city maximizes the useful life of each item.
 - b) Monitors expense budgets ensuring budgeted amounts are met.
- 5) Assumes additional accountabilities as 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 newer 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:

Demands of the position require employee to work days/evenings/weekends as the demands of the position require.

Position is primarily administrative in nature, working in a typical office environment and to visit work areas, facilities or projects outside of the office in the elements of a year-round season.

Typical Physical Requirements for this Position:

Must be able to sit, stand, speak, hear, and effectively communicate to staff, and the public.

Must be able to stoop, kneel, crouch, handle objects, lift and carry 75lbs, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

Selection Criteria to Qualify for this Position:

| High School Diploma or GED; Associates degree in Park Management/Urban Forestry.

| 7 years of park maintenance experience; 5 years supervisory, 5-years urban forestry.

Desirable – MN CDL, 4-year degree in park management or natural resources, background in landscaping, pesticide application, turf care and/or forestry.

Valid, unrestricted Minnesota Drivers License.

Clean background check.

Employee’s Acknowledgement and Date: _____

Supervisor’s Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____

City of Inver Grove Heights

POSITION DESCRIPTION

Position Title: ~~City Forester~~/Park Maintenance Coordinator

Department/Location: Parks & Recreation – Parks Division

Immediate Supervisor: Parks Superintendent

Latest PD Revision: ~~November 2015~~March 2016

Position Summary:

The position ~~serves as the City Forester, responding to staff and residents regarding forestry issues while assist~~ing the Park Superintendent in planning and maintaining the urban forest and park system of the community. This position is also a front line position responsible for the overall repair, maintenance and development of the park system. Incumbent is responsible for performing maintenance and providing work direction for projects, staff, contractors, and volunteers under the general supervision of the Parks Superintendent.

Essential Accountabilities and Expected Outcomes

- 1) Develops and maintains a good working knowledge of department and city policies, procedures and protocols that must be known and regularly applied in performing all accountabilities of this position; maintains and applies specialized job knowledge related to urban forestry and park maintenance.
 - a) Is able to provide a wide range of information and knowledge about park maintenance and urban forestry to the public and staff.
 - b) Is able to perform daily application and administration of programs which is compliant with all related rules, regulations, and policies (e.g. Tree Preservation ordinance; Emerald Ash Borer, Dutch Elm and Oak Wilt disease control programs, park ordinances, playground inspection program etc.).
- 2) Able to assist the Parks Superintendent in the inventory, assessment, and planning of park and forestry assets, through the effective and efficient use of advanced technological hardware and software.
- 3) Able to perform a variety of maintenance assignments based on the scope of work to be done.
 - a) Displays ability to safely and effectively operate a variety of equipment, power tools, and hand tools in the performance of daily work assignments.
 - b) Assists in the planning and development of preventative maintenance programs and performs routine and complex maintenance in the park system and urban forest.
 - c) Orders materials and supplies so forestry jobs can be performed in a timely fashion.
 - d) Assists the Parks Superintendent in developing work plans, inspecting forestry issues and provides work direction on the job site to full-time, part-time, seasonal, and volunteer labor.
 - e) Fills out proper reports and paperwork related to job responsibility.
- 4) Develops and maintains cooperative working relationships with all contacts inside and outside the division.
 - a) Provides work direction and assists in training in safety and proper techniques to full-time, part-time, seasonal, and volunteer labor as needed.
- 5) Assists the Parks Superintendent with monitoring and procuring park, forestry and natural resource based grants that advance the development and maintenance of the park system.
- 6) Assumes additional accountabilities as 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 newer 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:

Demands of the position may require employee to work days/evenings/weekends as the demands of the position require.

Position primarily works in an outdoor environment with temperature extremes of a year-round environment.

Typical Physical Requirements for this Position:

Must be able to sit, stand, speak, hear, and effectively communicate to staff, and the public.

Must be able to stoop, kneel, crouch, handle objects, lift and carry 75lbs, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

Selection Criteria to Qualify for this Position:

| High School diploma; Associates degree or technical training -in a related field.~~urban forestry~~.

| 5 years ~~urban forestry~~of related maintenance experience; project management experience.

| ~~ISA-Certified Arborists~~; Commercial Pesticide Applicators License

| Desirable – Bachelors degree in a related field~~urban forestry~~; 7 years ~~urban forestry~~ related experience and formal training in HVAC, carpentry, plumbing, welding, concrete installation, building maintenance, construction and electrical.

Valid, unrestricted Commercial Minnesota Drivers License with endorsements (Class A, air brakes, tankers).

Clean background check.

Employee’s Acknowledgement and Date: _____

Supervisor’s Acknowledgement and Date: _____

Administrative Services Acknowledgement and Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Municipal State Aid Street System Adjustments

Meeting Date: March 28, 2016
 Item Type: Consent
 Contact: Tom Kaldunski 651.450.2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAS

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 adjustments to the Municipal State Aid Street (MSAS) System to reflect the future extension of 65th Street from Argenta Trail to South Robert Trail to meet Inver Grove Heights future transportation needs within State Aid guidelines.

SUMMARY

The City is allowed to designate up to 20 percent of its local street mileage as its MSAS System. Existing or planned streets meeting certain criteria can be requested to be designated as MSA streets. These streets are then eligible for MSA funding if they are constructed, or reconstructed, to MSAS standards.

The proposed revision to add this unimproved street segment is being processed in anticipation of development between Argenta Trail and South Robert Trail. This designation will help secure some funding for future construction of 65th Street. A feasibility study has been ordered for this project.

I recommend that the Council approve the attached resolution concerning the City's MSAS system, establishing MSAS 129 – 65th Street (Argenta Trail to South Robert Trail) as a Municipal State Aid street.

TDK/me

Attachment: Resolution
 Map
 MnDOT memo

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

RESOLUTION DESIGNATING MUNICIPAL STATE AID STREET (MSAS)

RESOLUTION NO. _____

WHEREAS, to help facilitate development in the Northwest Area, the City Council of the City of Inver Grove Heights wishes to designate the unimproved portion of 65th Street between Argenta Trail and South Robert Trail as a Municipal State Aid Street.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights that the roads described as follows, to-wit:

Additional Designation to the MSAS System

65th Street from Argenta Trail to South Robert Trail

be, and are hereby established, located, and designated as a Municipal State Aid Street of the City of Inver Grove Heights, subject to the approval of the Commissioner of Transportation of the State of Minnesota

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for his/her consideration, and that upon his/her approval of the designation of said road or portion thereof, that same be constructed, improved and maintained as MSAS 129 – 65th Street (Argenta Trail to South Robert Trail (0.76 non-existing miles)). The City Engineer is hereby directed to provide two certified copies of this approved resolution to the Mn/DOT Municipal State Aid Needs Unit.

Adopted this 28th day of March 2016 by the City Council of the City of Inver Grove Heights, MN

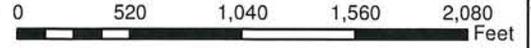
AYES:

NAYS:

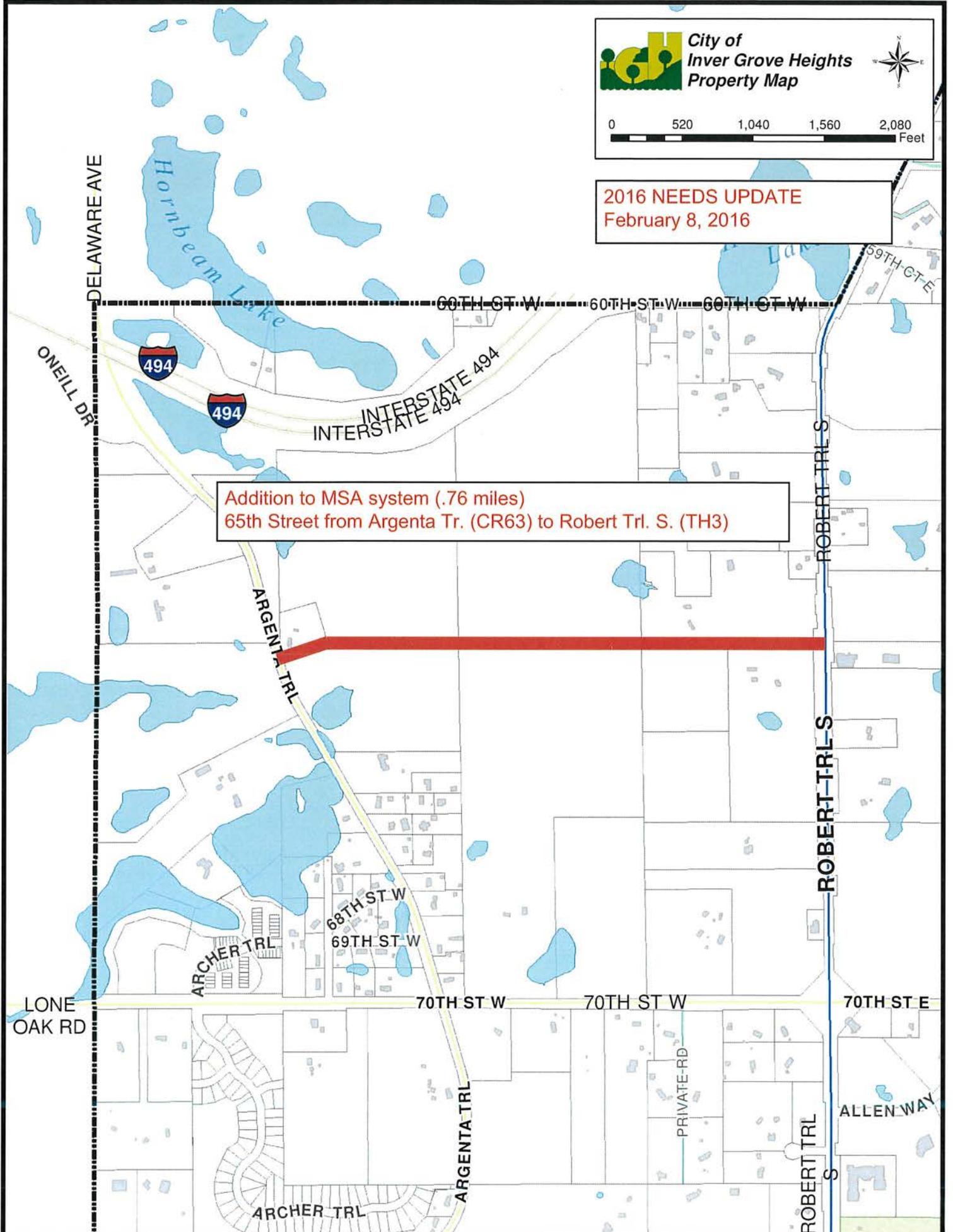
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



2016 NEEDS UPDATE
February 8, 2016



Addition to MSA system (.76 miles)
65th Street from Argenta Tr. (CR63) to Robert Trl. S. (TH3)

DELAWARE AVE

Hornbeam Lake

494

494

INTERSTATE 494

ONEILL DR

60TH ST W

59TH CT E

ROBERT TR L S

Addition to MSA system (.76 miles)
65th Street from Argenta Tr. (CR63) to Robert Trl. S. (TH3)

ARGENTA TR L

68TH ST W

69TH ST W

ARCHER TR L

LONE OAK RD

70TH ST W

70TH ST W

70TH ST E

ROBERT TR L S

PRIVATE RD

ARCHER TR L

ARGENTA TR L

ROBERT TR L S

ALLEN WAY



Minnesota Department of Transportation

395 John Ireland Boulevard

Saint Paul, MN 55155

Memo

TO: Mr. Tom Kaldunski
 Inver Grove Heights City Engineer
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077

FROM: William Lanoux
 Manager, Municipal State Aid Needs Unit

DATE: March 9, 2016

SUBJECT: Municipal State Aid Designation

The following Municipal State Aid Street designation will be approved when the City Council resolution is received:

MSAS 129: 65th Street- Argenta Trail to South Robert Trail (0.76 non-existing miles)

A Commissioner's Order will follow after the **City Council resolution** is received and approved by the Commissioner.

Needs Update Comments:

If the City Council resolution is received by the DSAE by May 1, 2016, routes designated can receive Needs and will be used in the calculation of your 2017 allotment. Include the road data with your normal spring 2016 computer Needs update.

Certification of Mileage Update Comments:

If the City Council resolution is received by the DSAE by May 1, 2016 include these revisions on the 2016 Annual Certification of Mileage that is due in January 2017.

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.

	Available Mileage	1.28**	2015 Certified Mileage
+	Revoked Mileage	0.00	
-	Designated Mileage	0.76	
	Remaining Available Mileage	0.52	**See Note below

**** NOTE:** According to IGH's 2015 Certification of Mileage, the city has 1.28 miles available to designate this year. In a prior approval letter to the city dated 12/21/15, it was explained that because a portion of Yankee Doodle Road was becoming a CSAH, that this would cause a small reduction in the city's basic mileage (and available mileage) going into 2016. See that letter for details. Regardless of whether or not that 2015 Cert reflected the change on Yankee Doodle Road - the city has enough mileage for the designation of 65th Street. This will get sorted out at the end of 2016 when the city submits their next Certification of Mileage.

cc. District State Aid Engineer

An Equal Opportunity Employer



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Revision to Approved Capital Equipment Acquisitions for 2016

Meeting Date: March 28, 2016
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

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

PURPOSE/ACTION REQUESTED

Consider revision to approved capital equipment acquisitions for 2016.

SUMMARY

The approved list of capital equipment replacements for 2016 includes a self-powered snowblower that can be mounted on a front-end loader. The estimated acquisition cost for this piece of equipment is \$84,410.00.

Prior to ordering the equipment, Street Maintenance staff reviewed their recent snow management experience with our existing equipment to identify areas of our operation that could be improved. One area that was identified as a challenge was the new street system in the Northwest Area (NWA).

The streets in the NWA are narrower by design, with narrower rights-of-way, as well. The lots are narrower, with less boulevard area between driveways being available for snow storage from street plowing operations. We have had to remove snow from the area much earlier than we would in other urban areas of the City due to the reduced area in the boulevard for snow storage. As the NWA continues to develop, we will spend more time removing snow each winter.

The existing equipment we use to remove snow is inefficient in this part of the City due to its size and/or design. The front-end loader with the self-powered snowblower is very large, and slow. It is difficult to maneuver through the smaller cul-de-sacs and narrower, curving streets.

Street Maintenance and Central Equipment staff looked for cost-effective options to the proposed self-powered snowblower and found a lower-cost, more efficient alternative. The proposed revision will provide more efficient snow removal in the NWA, as well as City-wide when we have a need to remove snow.

The recommended revision to the Capital Equipment replacement schedule for 2016 calls for replacing the large, self-powered snowblower that attaches to a front-end loader with two, slightly smaller, PTO-driven snowblowers that can attach to either the front or back of our two John Deere tractors. This equipment setup offers greater functionality. The equipment is more maneuverable and we can cover more area. In addition, the total purchase cost is \$28,989.00.

I recommend that the Council approve the purchase of the two Provonost P-1040TRC snowblowers in place of the Snowblast M-8000 (for a front-end loader).

SDT/kf
Attachments: Quote

TITAN MACHINERY

6340 Hwy 101
Shakopee Mn 55379

Quotation

DATE 02/26/2016

Fred Senger

Field Marketer

fred.senger@titanmachinery.com

612-867-9677 - Mobile

952-445-5400 - Office

952-445-0365 - Fax

Barry Underdahl
City of Inver Grove Heights
8168 Barbara Ave
Inver Grove Heights, MN 55077
651-450-4309
bunderdahl@invergroveheights.org

Reference: Pronovost P-1040TRC

Quantity	Description	Total
1	Pronovost P-1040TRC 3 point Snow Blower	\$ 12,381.00
1	PCT-92104, Hydraulic Telescopic Industrial Chute	\$ 4,793.00
1	25TR08, Adjustment For Chute Deflector	\$ 118.00
1	MLH-315, Chute Rotation	\$ 452.00
1	MLH-315, Rotary Drum	\$ 452.00
1	VS2-1040, Upper Auger 14" Diameter	\$ 1,123.00
1	T1-108, Industrial Scraper Blade 1/2" x 6" Sharpened	\$ 489.00
1	PHD-92104, Industrial Skid Shoes	\$ 172.00
1	CL-98104, Lateral Blades (set of 2)	\$ 324.00
1	TBHD-3415TRC, Impeller housing controur made from Hardox 450	\$ 302.00
1	VIP2-1040, Full Flight Spiked Main Auger	\$ 2,149.00
1	PAV-09, Bigger PTO Multilope Shaft	\$ 781.00
1	PRH-30M-2, 1000/555 RPM Speed Reducer	\$ 3,143.00
1	Extra set of skid shoes (110-05511, 110-0481) Each \$225.18	\$ 450.00
	6 % Discount of off List Price	\$ (1,628.00)
	Sub	\$ 25,501.00
1	Full Assembled with Hoses and Couplers for std three point	\$ 754.00
1	Freight From Saint Tite Canada \$2.00 Loaded Mile 1,367 miles	\$ 2,734.00
	BUY TWO UNITS, DEDUCT (\$750.00 ON EACH BLOWER) LESS FREIGHT COST	
	TOTAL	\$ 28,989.00

If you have any questions concerning this quotation, please contact me at the number noted above.

Approved By: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



CONNECTING TO PERFORMANCE

[OPTIONS](#)

[OTHER RECOMMENDED PRODUCTS](#)

[ADDITIONAL INFORMATION](#)

[ABOUT US](#)

[CONTACT US](#)

[COMPLETE SPECIFICATIONS](#)

[DEALER NETWORK](#)

[SECURE SECTION](#)

SUB

[PHOTOS](#)

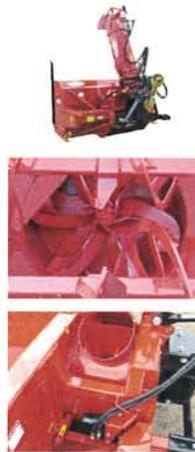
[FB](#)

[SNOWBLOWERS](#)

[AGRICULTURAL PRODUCTS/DUMP TRAILERS](#)

[Home](#) [Snowblowers](#) [PRONOVOST](#) [PRONOVOST GROUP III](#) [P-1040 / P-1040TRC](#)

P-1040 / P-1040TRC



WORKING WIDTH	104" / 2642 MM
HP RECOMMENDED	100 TO 150 HP PTO
Cutting height	48" / 1219 mm
Drum diameter	34" / 864 mm
Weight	Reg : 2113 lbs / 961 kg TRC : 2325 lbs / 1057 kg

[ADD TO COMPARE](#)

[Download the flyer](#)

PHOTO GALLERY



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 28, 2016
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 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: 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.

SUMMARY

In the November 2011 Analysis of Fire Station Locations Report completed by DLR and TriData, four properties were identified as potential sites for the new fire station. When Five Bugles Design was chosen to complete a Feasibility and Programming Study for the fire station, they developed criteria to grade each property and allowed the IGH Fire Station Design team to grade each individual property. The scores were then ranked. One property was identified as being the preferred site for the possible new Fire Station and an appraisal was completed in April 2015. However, the appraisal for that property came back very high and Council made a decision not to pursue that property.

The remaining properties were again ranked by the Fire Station Design team and a second property was identified. The City Administrator spoke with the owners of the second ranked property and they decided they did not want to sell any of their land.

At the time the second property was identified, a third property was also ranked high enough for meeting the needs of the new fire station. That third property under consideration is approximately a half mile from the first site evaluated. Although the third parcel has more land than needed for the fire station, staff would only consider purchase of up to 6 acres.

Staff would like to begin discussion with the property owner to identify a solution to the possible acquisition of up to 6 acres of their property and if willing, conduct an appraisal. The appraisal would cost approximately \$4,500 and come out of the Fire Station Project Fund.

Staff recommends beginning discussion with the property owner and if agreeable, having an appraisal completed.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 28, 2016
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Carrie Isaacson, Admin Svc Cord
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/Temporary/Seasonal Employment of: Kyra Barbot, (Golf/Ranger); Lyle Knutson, (Golf/Ranger); Noah Odalen, (Golf/Ranger); Carter Rgnonti, (Cart Person/Golf); Daryl Swenson, (Golf/Laborer); Matthew Sarf, (Golf/Cart Person); Dorothy Lencowski, (Golf/Concessionaire); Cassandra Sage, (Golf/Concessionaire); Michael Stern, (Golf/Laborer); Samantha Hall (VMCC/Aquatics)

Please confirm the Full-Time Employment of: Nicole Portugal, Engineering Technician

Please confirm the Promotion of: John Decker, from Patrol Officer to Sergeant

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Hearing on Special Assessments for 2015 Nuisance Abatement

Meeting Date: March 28, 2016
 Item Type: Public Hearing
 Contact: Nicole Cook; Code Compliance Specialist
 Prepared by: Nicole Cook
 Reviewed by: Tom Link

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution Adopting the Assessment for the 2015 Nuisance Abatement Program.

BACKGROUND

Various properties were noticed that their properties were out of compliance in a number of different aspects; long grass and weeds, refuse, and other nuisance abatement. The property owners were notified that they needed to bring their properties into compliance or that the City would abate the nuisance and that the costs would be assessed. The following properties did not comply and did not subsequently pay for City costs to correct the abatement. Notice of assessment charges have been sent out to property owners twice requesting payment. The following assessments remain unpaid.

The following parcels are proposed to be assessed:

TAX ID AND ASSESSMENT AMOUNT 2015

PROPERTY ADDRESS	PROPERTY OWNER	PID	COST	ADMIN FEES \$50 + .04% INTEREST	TOTAL
5030 BRENT AVE CUT 8-15-14	BREANNA CHAPEAU	206620002270	\$67.50	$\$67.50 \times .04 = 2.7$ $\$67.50 + \$2.7 +$ $\$50 = \120.20	\$120.20
2144 67 TH ST CUT 8-15-14	GARY STIELOW	200040050014	\$67.50	$\$67.50 \times .04 = 2.7$ $\$67.50 + \$2.7 +$ $\$50 = \120.20	\$120.20
2865 UPPER 79 TH CT E CUT 5-27-15	PAUL AND MARY TUSCHY	206450101010	\$50.00	$\$50.00 \times .04 = 2$ $\$50.00 + \$2 +$ $\$50 = \102.00	\$102.00
3950 65 TH ST E CUT 6-4-15	BASHIR MOGHUL	203655005041	\$75.00	$\$75.00 \times .04 = 3$ $\$75.00 + 3 +$ $\$50 = \128.00	\$128.00

3220 57 TH ST E CUT 6-4-15	INVER GROVE HEIGHTS BBQ INC	200341050040	\$50.00	$\$50.00 \times .04 = 2$ $\$50.00 + \$2 +$ $\$50 = \102.00	\$102.00
5770 BABCOCK TRAIL CUT 6-4-15	CHRISTOPHER AND ELIZABETH PATRICK	200321076020	\$50.00	$\$50.00 \times .04 = 2$ $\$50.00 + \$2 +$ $\$50 = \102.00	\$102.00
1730 ATWATER PATH CUT 6-9-15	IH3 PROPERTY MN LP	201410002010	\$100.00	$\$100.00 \times .04 = 4$ $\$100.00 + \$4 +$ $\$50 = \154.00	\$154.00
4068 74 TH ST E CUT 6-9-15	CAROLANN MURSID	207115002030	\$500.00	$\$500.00 \times .04 = 20$ $\$500.00 + 20 +$ $\$50 = \570.00	\$570.00
3220 57 TH ST E CUT 7-6-15	INVER GROVE HEIGHTS BBQ INC	200341050040	\$200.00	$\$200.00 \times .04 = 8$ $\$200.00 + 8 +$ $\$50 = \258.00	\$258.00
9079 BUCHANAN TRL CUT 7-6-15	DAVID FLOR	201186501010	\$100.00	$\$100.00 \times .04 = 4$ $\$100.00 + \$4 +$ $\$50 = \154.00	\$154.00
1730 ATWATER PATH CUT 7-6-15	IH3 PROPERTY MN LP	201410002010	\$100.00	$\$100.00 \times .04 = 4$ $\$100.00 + \$4 +$ $\$50 = \154.00	\$154.00
1775 60 TH ST CUT 7-20-15	CHRISTIANA TRUST	206820000050	\$150.00	$\$150.00 \times .04 = 6$ $\$150.00 + \$6 +$ $\$50 = \206.00	\$206.00
5770 BABCOCK TRAIL CUT 7-28-15	CHRISTOPHER AND ELIZABETH PATRICK	200321076020	\$100.00	$\$100.00 \times .04 = 4$ $\$100.00 + \$4 +$ $\$50 = \154.00	\$154.00
3950 65 TH ST CUT 7-28-15	BASHIR MOGHUL	203655005041	\$150.00	$\$150.00 \times .04 = 6$ $\$150.00 + \$6 +$ $\$50 = \206.00	\$206.00
6535 DAWN WAY REFUSE REMOVED 8-23-15	JOSE MERINO	203655006111	\$200.00	$\$200.00 \times .04 = 8$ $\$200.00 + 8 +$ $\$50 = \258.00	\$258.00

7840 BARBARA AVE GRAFITTI REMOVED	FLOYD UNRUH	203640004330	\$183.21	$\$183.21 \times .04 = 7.33$ $\$183.21 + \$7.33 +$ $\$50 = \240.54	\$240.54
3220 57 TH ST E CUT 9-23-15	IGH BBQ INC	200340150040	\$100.00	$\$100.00 \times .04 = 4$ $\$100.00 + \$4 +$ $\$50 = \154.00	\$154.00
201142001010 VACANT LOT OFF CAHILL ROW CUT 10-2- 15	MICHAEL THOMAS	201142001010	\$207.17	$\$207.17 \times .04 =$ 8.29 $\$207.17 + \$8.29 +$ $\$50 = \265.46	\$265.46
7484 CLAYTON AVE TRASH REMOVAL 10-6-15	STEVE BARRON	207115106170	\$150.00	$\$150.00 \times .04 = 6$ $\$150.00 + \$6 +$ $\$50 = \206.00	\$206.00

Total = \$3,654.40

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2015 NUISANCE ABATEMENT PROGRAM

RESOLUTION NO. _____

WHEREAS, pursuant of proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements - 2015 Nuisance Abatement which includes the following:

Lawn mowing, tree trimming, brush removal, refuse removal, and other nuisance abatement

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and levied and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of three (3) years, the first of the installment will appear on your 2017 property tax statement, and shall bear interest at the rate of eight percent (8%) per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution, and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 28th day of March 2016.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONDUCT PUBLIC HEARING TO CONSIDER APPLICATION FOR NEW OWNERS OF THE ESTABLISHED OFF-SALE LIQUOR LICENSE – H & K Corporation dba Market Liquor

Meeting Date: March 28, 2016
Item Type: Public Hearing
Contact: 651.450.2513
Prepared by: Michelle Tesser
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:

Conduct a Public Hearing to consider the application for New Owners of the Established H & K Corporation dba Market Liquor for an Off-Sale Liquor License for premises located at 5866 Blaine Ave E. This is not a transferable license. This is considered a new application.

SUMMARY:

Market Liquor submitted an application for an Off-Sale Liquor License for the premise located at 5866 Blaine Ave E. The premise currently holds an Off-Sale License under the name Market Liquor. The new owners are requesting the approval of an Off-Sale Liquor license. The name of the liquor store will remain the same. This is not a transferable license and is consider a new application per City Code.

The applicants paid the fees as required by City Code and provided proof of liquor liability insurance for the premise proposed to be licensed. They provided all the necessary documentation required as a new license holder.

The Police Department conducted a background investigation and found no basis for denial of the application.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONDUCT PUBLIC HEARING TO CONSIDER NEW OFFICER TO AMC THEATRES LIQUOR LICENSE

Meeting Date: March 28, 2016
Item Type: Public Hearing
Contact: 651-450-2513
Prepared by: Michelle Tesser, City Clerk
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:

Conduct a Public Hearing to consider the new corporate officer change of American Multi-Cinema, Inc. dba AMC Theatres Showplace Inver Grove 16 for their On Sale/Sunday Intoxicating Liquor License for the premise located at 5567 Bishop Avenue.

SUMMARY:

AMC Theatres Showplace Inver Grove 16 has requested a new corporate officer change which will amend the On Sale/Sunday Intoxicating Liquor License for the premise located at 5567 Bishop Avenue.

The applicant paid the fees as required by City Code and provided all the necessary documentation required to change an officer.

The Police Department conducted a background investigation and found no basis for denial of the new officer change.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Community Solar Garden (CSG) Contracts with Solar Stone Partners

Meeting Date: March 28, 2016
Item Type: Regular Agenda
Contact: Eric Carlson 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

It is recommended that the Council approve up to ten (10) contracts that were offered to the City of Inver Grove Heights through the Metropolitan Council RFP for Community Solar Gardens (CSG) with Solar Stone Partners.

SUMMARY

On July 13, 2015 the City Council authorized staff to submit a Letter of Intent (LOI) to participate in the collaborative RFP administered by the Metropolitan Council. Our LOI does not bind the City to participate in any subscription agreements or otherwise commit financial resources to a community solar garden (CSG).

The City of Inver Grove Heights uses approximately 8,000,000 kWh of electricity each year city-wide with 98% of our energy coming from Xcel Energy and 2% coming from Dakota Electric. The City Council recently approved an energy efficiency project with Apex at the Veterans Memorial Community Center that should reduce our energy usage by approximately 1,000,000 kWh annually representing 13% of our usage. The Council also approved a project with Apex/New Energy Equity LLC to install solar panels on the roof of the VMCC/Grove and City Hall. These panels should generate approximately 796,000 kWh annually representing 10% of our usage.

The Met Council conducted a lottery and the City of Inver Grove Heights was awarded ten (10) tickets. Each ticket represents a subscription to one (1) 200kW CSG located in Goodhue or Rice County with SolarStone Partners as the operator of the CSG. The starting rate for each ticket is \$0.1222/kWh with a 1% increase each year. The term of the agreement is 25 years.

The City Attorney’s office has reviewed the contract(s). The Council can decide to enter into as many of the contracts as desired between 0 – 10. The financial benefit/risks to the City of Inver Grove Heights for signing a contract(s) with SolarStone Partners is based on a number of variables. Specifically, it appears that electric rates would need to increase by an average of 1.7% annually to “break even”. Xcel’s rates have averaged approximately 4.3% over the last ten years. Council should direct staff how many contracts to execute.

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

RESOLUTION NO. _____

**RESOLUTION ENTERING INTO COMMUNITY SOLAR GARDEN CONTRACTS
WITH SOLARSTONE COMMUNITY LLC**

WHEREAS, the City of Inver Grove Heights uses approximately 8,000,000 kWh of electricity each year to support the needs of the municipal services it provides to constituents; and

WHEREAS, the Metropolitan Council coordinated a cooperative Request for Proposal process that allowed public agencies to participate in Community Solar Garden opportunities; and

WHEREAS, the City of Inver Grove Heights was awarded ten (10) opportunities to enter into community solar garden contracts with SolarStone Community LLC; and

WHEREAS, the City Council desires to enter into _____ of the ten contracts which have a 25-year term; and

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution directing staff to enter into _____ contracts with SolarStone Community LLC.

Adopted by the City Council of Inver Grove Heights this 28th day of March 2016.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

Northfield Solar Garden Unit 1

WHEREAS, SolarStone Community LLC (“Operator”) intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1;

WHEREAS, the Parties intend that, pursuant to the Tariff and the Power Purchase Agreement (“PPA”), the System will qualify as a Community Solar Garden and will generate Bill Credits to be applied to Subscriber’s monthly invoices from Northern States Power for the retail electric services at the addresses listed in Schedule #1 (the “Service Address”);

WHEREAS, the City of Inver Grove Heights, a body politic and corporate, by and through the City of Inver Grove Heights, having an address at 8150 Barbara Ave., Inver Grove Heights, MN 55077, (“Subscriber”) is willing to purchase, or pay to be allocated, Subscriber’s Allocated Percentage as described in Exhibit C of the Delivered Energy to be generated by the System commencing on the Commercial Operation Date and continuing through the Term, and Operator is willing to sell, or cause to be allocated, Subscriber’s Allocated Percentage of the Delivered Energy to be generated by the System to Subscriber commencing on the Commercial Operation Date and continuing through the Term, as provided under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 Definitions. Capitalized terms are defined as follows:

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“Agreement” means the Community Solar Garden Subscription Agreement which consists of this agreement and all exhibits.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Bankruptcy Event” means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of 60 days.

“Bill Credit” means the monetary value of the electricity generated by the Solar System commensurate with Subscriber’s Allocated Percentage, as calculated pursuant to the PPA and the Tariff, and credited to Subscriber by Northern States Power Company (“NSP”) on its monthly invoice for electric service at the Service Address in accordance with the PPA. The Bill Credit Rate to be used by NSP is the Enhanced Bill Credit as provided in the PPA as the Operator must transfer the Solar Renewable Energy Credits (“RECs”) to NSP under the PPA unless directed otherwise by Subscriber.

“Billing Cycle” means the monthly billing cycle established by NSP.

“Business Day” means any day other than Saturday, Sunday, or a legal holiday.

“Creditworthy” means a general obligation bond rating of (a) Baa3 or higher by Moody’s, (b) BBB- or higher by Fitch IBCA, or (c) BBB- or higher by Standard and Poor’s; or, for non-governmental entities not rated by Moody’s, Fitch IBCA, or Standard and Poor’s, an equivalent credit rating as determined by Operator through review of such entity’s (x) most recent three (3) years of audited financial statements with notes, or, if such audited financial statements are not available, (y) most recent three (3) years of unaudited financials (prepared by an external accountant, if available) including income and cash flow statements, a balance sheet, and accompanying notes, if any, for each.

“Date of Commercial Operation” means the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes, as defined by the PPA executed by the Operator and NSP.

“Delivered Energy” means the amount of alternating current (AC) energy generated by the System as inverted to AC and delivered to NSP at the Production Meter (as defined in the PPA).

“Early Termination Date” means any date the Agreement terminates other than for expiration of the Term.

“Effective Date” means the date on which the Agreement is signed by authorized representatives of both Parties in accordance with Section 2.1.

“Environmental Attributes” means, without limitation, carbon trading credits, Renewable Energy Credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Estimated Remaining Payments” means as of any date, the estimated remaining Payments to be made through the end of the Term, as reasonably determined and supported by Operator.

“Expiration Date” means the date the Agreement terminates by reason of expiration of the Term.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Operator (or an Affiliate of Operator) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Operator (or an Affiliate of Operator) with respect to the System.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, watershed district, park authority, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Guaranteed Output” has the meaning set forth in Section 7.3(b)

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Operator at the Premises.

“Interconnection Agreement” means the Interconnection Agreement entered into or to be entered into between Operator and NSP as required by the PPA.

“NSP” means Northern States Power Company, a Minnesota Corporation and any successor thereto and Xcel Energy Inc., to the extent it has control over NSP’s business.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“PPA” means the standard Power Purchase Agreement for Solar*Rewards Community to be entered into by and between Operator and NSP whereby NSP agrees to purchase all of the energy produced by the photovoltaic Solar System and to pay for such energy by providing Bill Credits to Subscriber (and other Subscribers). A copy of the PPA will be attached to this Agreement as Exhibit D.

“Premises” means the premises described in Exhibit C.

“Shortfall Amount” has the meaning set forth in Section 7.4.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies and all other solar or renewable energy subsidies and incentives.

“Subscriber’s Allocated Percentage” means Subscriber’s allocated portion, stated as a percentage, of the

Delivered Energy in a given month, as described in Exhibit C.

“Stated Rate” means a rate per annum of 1.5%.

“System” or “Solar System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Exhibit C.

“System Operations” means Operator’s operation, maintenance and repair of the System performed in accordance with the requirements of this Agreement.

“Tariff” means the Solar*Rewards Community Program tariff in NSP’s rate book.

“Termination Fee” means a fee payable by Subscriber equal to (x) the net present value of the Subscriber’s remaining payments to Operator under the Agreement (based on the Estimated Annual Delivered Energy) minus (y) the net present value of remaining payments to Operator for Subscriber’s Allocated Percentage of Estimated Annual Delivered Energy at the Unsubscribed Energy Rate using a discount rate of five and one half percent (5.5%); provided that such Termination Fee shall not be less than zero. The Termination Fee for each year of the Term based on Subscriber’s Allocated Percentage as of the Effective Date is listed in Exhibit F.

“Unsubscribed Energy Rate” means \$0.034 per kWh, which is the blended rate NSP pays for unsubscribed Delivered Energy under rate code A51 in NSP’s rate book in effect on the Effective Date.

2. TERM AND TERMINATION.

2.1 Effective Date. This Agreement is effective upon signature by authorized representatives of both Parties to the Agreement.

2.2 Term. The term of the Agreement begins on the Effective Date and continues for 25 years from the Commercial Operation Date (or such other time period as specified in writing by the Parties), unless terminated earlier under the provisions of this Agreement. Without limiting either Party’s termination rights elsewhere in this Agreement, this Agreement will terminate if (i) Subscriber has moved out of or relocated from the county in which the Solar System is located or a contiguous county or relocated from the NSP service territory, and has not, within 90 days after such move or relocation, assigned this Agreement in accordance with the provisions of Section 12.3, or (ii) the PPA is otherwise terminated.

2.3 Termination Before Commercial Operation. If any of the following events or circumstances occurs before the Commercial Operation Date, either Party may terminate the Agreement immediately upon written notice, in which case neither Party will have any liability to the other except for any liabilities that accrued before termination.

(a) After timely application to NSP and best efforts to secure interconnection services, Operator has not received evidence that interconnection services will be available for the energy generated by the Solar System.

(b) If NSP or another party with the authority to do so, disqualifies the Operator or the facility

from participating in the Community Solar Garden Program.

(c) Before the PPA is signed, if the legislature, PUC, NSP, or any other entity reduces the credit base rate, or basis of escalation of that rate from that anticipated at the time of acceptance of the proposal by the Subscriber.

(d) If the State legislature dissolves the Subscriber; provided that Subscriber's obligations under this Agreement are reassigned.

2.4 Termination for Unnecessary Delay in Achieving Commercial Operation. Operator agrees to achieve commercial operation within a commercially reasonable timeframe. If Operator does not achieve Commercial Operation within 2 years of the Effective Date, at Subscriber's sole discretion, Subscriber may terminate this Agreement with 60 days' written notice. If Subscriber terminates the Agreement under this provision, Subscriber will have no liability to the Operator except for any liabilities that accrued before the termination.

2.5 [Reserved.]

2.6 Termination Upon Mutual Agreement. This Agreement may be terminated at any time, for any reason, by mutual agreement of the Parties in writing.

2.7 Operator Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Operator may (in its sole discretion) terminate this Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There has been a material adverse change, not reasonably knowable by the Operator prior to execution of the Agreement, in the (i) rights of Operator to construct the System on the Premises, or (ii) financial prospects or viability of the Solar System, whether due to market conditions, cost of equipment or any other reason.

(b) After timely application to NSP and best efforts to secure interconnection services, Operator has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(c) Operator has determined that Subscriber is not Creditworthy.

(d) Operator is unable to obtain financing for the System on terms and conditions reasonably satisfactory to Operator.

(e) Subscriber's representation and warranty contained in Section 8.2(d) is no longer true and correct.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 System Acceptance Testing.

(a) Operator must test the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States and as otherwise required by the PPA and the NSP Tariff.

(b) Commercial Operation occurs when the "Date of Commercial Operation" occurs under the PPA. At least a week before the Date of Commercial Operation, Operator will send a written notice to Subscriber providing the Date of Commercial Operation and the provided date will be the Commercial Operation Date for the purposes of this Agreement. Operator has the sole responsibility to notify NSP of this date and get any necessary approvals from NSP.

(c) A copy of the warranty for the solar panels is attached to this Agreement as Exhibit B.

4. SYSTEM OPERATIONS.

4.1 Operator as Owner and Operator. The System will be owned by Operator or Operator's Financing Party and will be operated and maintained in accordance with the PPA and the NSP Tariff and, as necessary, maintained and repaired by Operator at its sole cost and expense. Installation of the System, upgrades and repairs will be under the direct supervision of an NABCEP-certified solar professional. Maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components.

4.2 Metering. There will be two meters installed and maintained by NSP, which will measure the amount of electrical energy flowing to and from the Premises as further described in the PPA. The Production Meter (as defined in the PPA) will record the amount of Delivered Energy.

Operator will make the raw meter data available to Subscriber upon Subscriber's request.

5. DELIVERY OF ENERGY.

5.1 Purchase Requirement. Subscriber agrees to make payments calculated as Subscriber's Allocated Percentage multiplied by (x) Delivered Energy generated by the System beginning on the Commercial Operation Date and continuing for each applicable month of the Term and (y) the kWh Rate. If there is a difference between the metered energy credited by NSP to the Subscriber on the subscribed account's bills and the Delivered Energy, the Subscriber's payments will be based on energy credited.

5.2 Estimated Annual Delivered Energy. The total annual estimate of Delivered Energy for any given year is the "Estimated Annual Delivered Energy." The Estimated Annual Delivered Energy and the estimated amount of electricity to be allocated to Subscriber for each year of the Term starting on the Commercial Operation Date are identified in Exhibit F. The estimated amount of electricity allocated to Subscriber is Subscriber's Allocated Percentage of the Estimated Annual Delivered Energy.

5.3 Environmental Attributes and Solar Incentives.

(a) Subscriber's purchase does not include Environmental Attributes or Solar Incentives;

(b) Subscriber disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System, and to avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization Subscriber will, at the request of Operator, execute documents or agreements reasonably necessary to fulfill the intent of this Section; and

(c) Without limiting the foregoing, Subscriber agrees that NSP will acquire from Operator under the PPA all energy generated by the Solar System and may, as provided for in the PPA, acquire all Renewable Energy Credits (as defined in the PPA) associated with the Solar System. If the Renewable Energy Credits (as defined in the PPA) associated with the Solar System are acquired by NSP, Operator will notify the Subscriber of the acquisition. Operator and Subscriber agree not to make any statement contrary to NSP's ownership.

5.4 Title to System. Throughout the Term, Operator or Operator's Financing Party is the legal and beneficial owner of the System at all times, and the System will remain the personal property of Operator or Operator's Financing Party.

5.5 Obligations of Parties. The Parties will work cooperatively and in good faith to meet all Community Solar Garden program requirements under Applicable Law, the PPA and the Tariff, including applicable interconnection and metering requirements. The Parties agree that beginning on the Commercial Operation Date (a) Operator will transmit all of the Delivered Energy into the NSP system for the benefit of Subscriber, and (b) Subscriber shall be entitled to all Bill Credits issued by NSP resulting from such transmission and corresponding with Subscriber's Allocated Percentage.

6. PRICE AND PAYMENT.

6.1 Consideration. Subscriber shall pay to Operator a monthly payment ("Payment") for Subscriber's Allocated Percentage of Delivered Energy beginning on the Commercial Operation Date and continuing through the Term. Subscriber will pay a price of \$0.1220 per Kilowatt Hour ("kWh Rate"), with a (1%) annual escalation for the term of this Agreement unless an escalation method is proposed by the Operator and agreed to in writing by an authorized representative of Subscriber.

6.2 Invoices. Operator shall invoice Subscriber within 30 days of the last Business Day of each calendar month (each such date on which an invoice is issued by Operator to Subscriber, an "Invoice Date") for the Payment in respect of Subscriber's Allocated Percentage of Delivered Energy during the immediately preceding calendar month. Subscriber's first invoice under this Agreement shall be for the first full calendar month after the Commercial Operation Date. Subscriber shall (i) neither receive nor be entitled to any Bill Credits associated with Delivered Energy prior to the Commercial Operation Date, and (ii) have no obligation to make or any liability for Payments for Delivered Energy prior to the Commercial Operation Date. If the first month of commercial operation is less than a full calendar month, the Operator will bill Subscriber for any Delivered Energy on the invoice for the first full calendar month of operation.

6.3 Time of Payment. Subscriber will pay all undisputed amounts due hereunder within 35 days of the Invoice Date.

6.4 Method of Payment. Subscriber will make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Operator from time to time. If Subscriber does not have electronic funds transfer capability, or does not desire to use electronic funds transfer, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Subscriber shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Subscriber is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following NSP Billing Adjustments. If, as a result of an NSP billing adjustment, the quantity of Delivered Energy is decreased (the "Electricity Deficiency Quantity") and NSP reduces the amount of Bill Credits allocated to Subscriber for such period, Operator will reimburse Subscriber for the amount paid by Subscriber in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Delivered Energy allocated to Subscriber is increased (the "Electricity Surplus Quantity") and NSP increases the amount of Bill Credits allocated to Subscriber for such period, Subscriber will pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

7. GENERAL COVENANTS.

7.1 Operator's Covenants. Operator covenants and agrees to the following:

(a) Notice of Damage or Emergency. Operator will within 3 business days notify Subscriber if it becomes aware of any significant damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

(b) System Condition. Operator shall make commercially reasonable efforts to ensure that the System is capable of operating at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work and System Operations, Operator shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Operator and to enable Operator to perform such obligations.

(d) Interconnection Fees. Operator is responsible for all costs, fees, charges and obligations required to connect the System to the NSP distribution system, including fees associated with system upgrades, production, and operation and maintenance carrying charges, as provided in the Interconnection Agreement (“Interconnection Obligations”). In no event shall Subscriber be responsible for any Interconnection Obligations.

(e) Compliance with PPA, Tariff and Interconnection Agreement. Operator shall cause the System to be designed, installed and operated in compliance with the PPA, the Tariff and the Interconnection Agreement.

(f) The PPA requires that Operator (as opposed to NSP) is responsible for answering all questions from Subscriber regarding its participation in the Solar System. Operator is solely responsible for resolving disputes with NSP or Subscriber regarding the accuracy of Subscriber’s Allocated Percentage and the Delivered Energy allocated to Subscriber in connection therewith. Notwithstanding the foregoing, Subscriber acknowledges that NSP is responsible for resolving disputes with Subscriber regarding the applicable rate used to determine the Bill Credit.

(g) The Operator is duly organized and validly existing and in good standing in the jurisdiction of its organization, and authorized to do business in the State of Minnesota.

7.2 Subscriber’s Covenants. Subscriber covenants and agrees as follows:

(a) Consents and Approvals. Subscriber will ensure that any authorizations required of Subscriber under this Agreement are provided in a timely manner. To the extent that only Subscriber is authorized to request, obtain or issue any necessary approvals, rebates or other financial incentives, Subscriber will cooperate with Operator to obtain such approvals, rebates or other financial incentives.

(b) Subscriber Agency and Consent Form. On the Effective Date, Subscriber will execute and deliver to Operator a Subscriber Agency Agreement and Consent Form in the form attached hereto as Exhibit A. Subscriber acknowledges that such agreement is required of Subscriber pursuant to the PPA.

7.3 Minimum Production; Lost Production Payments.

(a) Estimated Annual Delivered Energy is calculated by multiplying estimated output from the System (using PVSYST software) by the availability factor estimated by Operator while allowing for a 0.7% annual degradation of the System. The Subscriber’s Estimated Annual Delivered Energy is the Subscriber’s Allocated Percentage multiplied by the Estimated Annual Delivered Energy delivered by the System.

(b) Operator hereby guarantees that the Subscriber’s Allocated Percentage of Delivered Energy will be at least eighty five percent (85%) of the Subscriber’s Estimated Annual Delivered Energy (the “Guaranteed Output”); provided that the Estimated Annual Delivered Energy shall be adjusted for (i)

Force Majeure Events, (ii) weather and (iii) decreases in Delivered Energy resulting from an emergency situation that threatens injury to persons or property that was not a result of the acts or omissions of Operator.

7.4 Delivery Shortfalls. If, at the end of a Contract Year, the Subscriber's Allocated Percentage of Delivered Energy for such Contract Year is less than the Guaranteed Output (the "Shortfall Amount"), then Operator shall pay Subscriber an amount equal to the excess, if any, of (1) the difference between the Bill Credits that Subscriber would have received and the Payments that would have been due had the Shortfall Amount been delivered over (2) the difference between the Bill Credits that Subscriber actually received and the Payments that were actually received, in each case with respect to such Contract Year. Operator shall make such payment within forty five (45) days of the end of each Contract Year.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the date of this Agreement and on the Effective Date that:

(a) it is duly organized, validly existing and in good standing in the jurisdiction of its organization and it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(b) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(c) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(d) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(e) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Specific Representations and Warranties of Subscriber. Subscriber represents and warrants to Operator as of the date of this Agreement and on the Effective Date that:

(a) Subscriber is the sole party in interest agreeing to purchase Subscriber's Allocated Percentage and is acquiring Subscriber's Allocated Percentage for its own account, and not with a view

to the resale or other distribution thereof, in whole or in part, and agrees that it will not transfer, sell or otherwise dispose of Subscriber's Allocated Percentage in any manner that will violate applicable securities law;

(b) Subscriber is not relying on (i) Operator, or (ii) other subscribers, or any of the employees, members of boards of directors (or equivalent body) or officers, of those parties, or this Agreement with respect to tax and other economic considerations involved in the Agreement

(c) Subscriber's Allocated Percentage, combined with any other distributed resources serving the Service Address, represents no more than 120 percent of Subscriber's average annual consumption at the Service Address over the last twenty-four (24) months; and

(d) Subscriber is a retail electric service customer of NSP and the Service Address is within the same county or contiguous county as the Solar System.

(e) Subscriber is not exempt from the Solar Energy Standard under Minnesota Statutes Section 216B.1691, subd. 2f(d).

8.3 Exclusion of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 3.1, 4.1, 7.1, THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY OPERATOR TO SUBSCRIBER UNDER THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO SUBSCRIBER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY OPERATOR.

9. TAXES AND GOVERNMENTAL FEES. Operator is responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Operator is not obligated for any taxes payable by or assessed against Subscriber based on or related to Subscriber's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts,

or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Operator as a result of such Party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Subscriber is a Governmental Authority and Subscriber is the Party whose performance is affected by such action nor inaction); and (vi) any event of force majeure under the PPA. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Subscriber shall not be excused from making any payments and paying any unpaid amounts due in respect of Subscriber's Allocated Percentage of Delivered Energy prior to any performance interruption due to a Force Majeure Event.

10.3 Termination for Force Majeure. Either Party may terminate this Agreement upon 15 days written notice to the other Party if any Force Majeure Event affecting such other Party has been in existence for a period of 180 consecutive days or longer, unless such Force Majeure Event expired before the end of the 15 day notice period.

11. DEFAULT.

11.1 Operator Defaults and Subscriber Remedies.

(a) Operator Defaults. The following events are defaults with respect to Operator (each, an "Operator Default"):

- (i) A Bankruptcy Event occurs with respect to Operator;
- (ii) Operator fails to pay Subscriber any undisputed amount owed under the Agreement within 30 days from receipt of notice from Subscriber of such past due amount;
- (iii) Operator breaches any material term of the Agreement and (A) such breach can be cured within 30 days after Subscriber's written notice of such breach and Operator fails to so cure, or (B) Operator fails to commence and pursue a cure within such 30 day period if a longer cure period is needed; and
- (iv) The PPA is terminated for any reason.

(b) Subscriber's Remedies. If an Operator Default described in Section 11.1(a) has occurred and results in the failure or inability of the Solar System to produce Delivered Energy over a period of 180 consecutive days, in addition to other remedies expressly provided herein, and

subject to Article 15, Subscriber may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Subscriber shall use reasonable efforts to mitigate its damages.

11.2 Subscriber Defaults and Operator's Remedies.

(a) Subscriber Default. The following events shall be defaults with respect to Subscriber (each, a "Subscriber Default"):

- (i) A Bankruptcy Event occurs with respect to Subscriber;
- (ii) Subscriber fails to pay Operator any undisputed amount due Operator under the Agreement within 30 days from receipt of notice from Operator of such past due amount; and
- (iii) Subscriber breaches any material term of the Agreement and (A) if such breach can be cured within 30 days after Operator's notice of such breach and Subscriber fails to so cure, or (B) Subscriber fails to commence and pursue said cure within such 30 day period if a longer cure period is needed.
- (iv) This Agreement is terminated pursuant to Section 2.2(i).

(b) Operator's Remedies. If a Subscriber Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, Operator may (i) terminate this Agreement and collect the Termination Fee; provided that if within three years after collecting the Termination Fee, Operator sells all of Subscriber's Allocated Percentage (after making commercially reasonable efforts to do so and after filling any pre-existing unsubscribed portion of the Delivered Energy), then Subscriber will be entitled to recover from Operator an amount equal to the net present value, using a discount rate of 5.5%, ascribed by Operator to such new subscriber's subscription minus the costs Operator incurred to sell Subscriber's Allocated Percentage (including marketing costs associated with finding a new subscriber), (ii) sell Subscriber's Allocated Percentage to one or more persons other than Subscriber, and (iii) exercise any other remedy it may have at law or equity or under the Agreement. In the event of any such termination, Operator shall use reasonable efforts to mitigate its damages.

12. ASSIGNMENT.

12.1 Assignment by Operator. Operator shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Subscriber, which shall not be unreasonably withheld. Operator shall provide Subscriber with such information concerning the proposed transferee (including any person or entity liable for the performance of the terms and conditions of this Agreement) as may be reasonably required to ascertain whether the conditions upon Subscriber's approval to such proposed assignment have been met.

Notwithstanding the forgoing, Operator may, without the consent of Subscriber, (1) transfer, pledge or assign all or substantially all of its rights and obligations hereunder to a Financing Party as

security for any financing and/or sale-leaseback transaction or to an affiliated special purpose entity created for the financing or tax credit purposes related to System, (2) after the Commercial Operation Date, transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Operator, (3) assign this Agreement to one or more affiliates; or (4) assign its rights under this Agreement to a successor entity in a merger or acquisition transaction; provided, however, that any assignee under clauses (2)-(4) shall agree to be bound by the terms and conditions hereof. Subscriber agrees to provide acknowledgments, consents or certifications reasonably requested by any Lender in conjunction with any financing of the System. In the event that Operator identifies such secured Financing Party, then Subscriber shall comply with the provisions set forth in Exhibit E to this Agreement. Any Financing Party shall be an intended third-party beneficiary of this Section 12.1.

Operator's request for Subscriber's consent to any assignment must be in writing and provided to Subscriber at least 10 business days before the proposed effective date of the assignment. Operator shall include with such request contact information for the assignee.

12.2. Acknowledgment of Collateral Assignment. If Operator identifies a secured Financing Party and Subscriber consents to the collateral assignment under Section 12.1, then Subscriber acknowledges and agrees:

- (a) to the collateral assignment by Operator to the Financing Party, of Operator's right, title and interest in, to and under the Agreement, as consented to under Section 12.1 of the Agreement.
- (b) that the Financing Party as such collateral assignee is entitled to exercise any and all rights of lenders generally with respect to Operator's interests in this Agreement.

Any Financing Party is an intended third-party beneficiary of this Section 12.2.

12.3 Assignment by Subscriber.

(a) Subscriber will not assign this Agreement or any interest herein, without the prior written consent of Operator; provided however that Operator shall not unreasonably withhold condition or delay its consent for Subscriber to change the Service Address for which the Bill Credits will apply to another Service Address.

(c) Subscriber's request for Operator's consent to any proposed change or assignment as contemplated in Section 12.3(a) must be in writing and provided to Operator at least 30 days before the proposed effective date of such change or assignment, which request must include: (i) Subscriber's name and mailing address; (ii) the current Service Address; (iii) the new Service Address (if applicable); (iv) the name of the individual or entity to whom Subscriber is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Subscriber for such assignment; and (v) the proposed effective date of such proposed change or assignment. In the case of any assignment of this Agreement in whole or in part to another individual or entity, (i) such assignee's Service Address shall be located within NSP's service territory and within the same county as the Solar System or a contiguous county, (ii) such assignee shall be Creditworthy and shall execute a new

Minnesota Community Solar Program Subscription Agreement substantially in the same form as this Agreement, specifically including the representations and warranties in Section 8.2; and (iii) the value of any consideration to be provided to Subscriber for assignment of this Agreement may not exceed the aggregate amount of Bill Credits that have accrued to Subscriber, but have not yet been applied to Subscriber's monthly invoice(s) from NSP.

(c) Upon any assignment of this Agreement pursuant to this Section 12.3, Subscriber will surrender all right, title and interest in and to this Agreement. Any purported assignment in contravention of this Section 12.3 shall be of no force and effect and null and void ab initio. No assignment will extend the Term of this Agreement. If Subscriber terminates its retail electric service with NSP or moves outside of NSP territory without first transferring Subscriber's Allocated Percentage to an eligible transferee, Subscriber will forfeit its right to receive Bill Credits, but will continue to be responsible for the Payments under this Agreement until Subscriber's Allocated Percentage is transferred or this Agreement terminates pursuant to its terms.

13. NOTICES.

13.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses below, or at such other address as may be designated in writing to the other Party from time to time.

Subscriber:

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

Operator:

NRG MN Community LLC
c/o NRG Renew LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attention: General Counsel

Financing Party:

[To be provided by Owner when known]

13.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by email and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service, or 5 Business Days after deposit in the mail when sent by U.S. mail.

13.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Subscriber. Invoices shall be sent by regular first class mail postage prepaid.

14. DATA PRACTICES.

14.1 Data Practices. (a) Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on

individuals is made available to the Operator by the Subscriber under this Agreement, the Operator will administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the “Minnesota Government Data Practices Act”), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this Contract, then: i) all of the data created, collected, received, stored, used, maintained, or disseminated by the Operator in performing this Agreement are subject to the requirements of the Minnesota Government Data Practices Act; ii) the Operator must comply with those requirements as if it were a government entity; and iii) the remedies in Minnesota Statutes, section 13.08 apply to the Operator.

(b) Consistent with Minnesota Statutes, section 13.055, if “private data on individuals,” “confidential data on individuals” or other “not public data” are provided to or made accessible to the Operator by the Subscriber, the Operator must: i) have safeguards to ensure private or confidential data on individuals or other not public data are only accessible or viewable by Operator employees and agents whose work assignments in connection with the performance of this Agreement reasonably require them to have access to the data; ii) immediately notify the Subscriber of any unauthorized access by Operator employees and agents, and unauthorized access by third parties; iii) fully cooperate with Subscriber investigations into any breach in the security of private or confidential data on individuals or other not public data that may have occurred in connection with the Operator’s access to or use of the data; and iv) fully cooperate with the Subscriber in fulfilling the notice and reporting requirements of Minnesota Statutes, section 13.055. The penalties in Minnesota Statutes, section 13.09 governing unauthorized acquisition of not public data apply to the Operator and Operator employees and agents. If the Operator is permitted to use a subcontractor to perform Operator’s work under this Agreement, the Operator shall incorporate these data practices provisions into the subcontract.

If the Operator receives a request to release data referred to in this section, the Operator must immediately notify the Subscriber. The Subscriber will give the Operator instructions concerning the release of the data to the requesting party before the data is released.

14.2 **Data Sharing.** Operator may share data with NSP in accordance with the terms set forth in the attached Subscriber Agency Agreement and Consent Form.

15. INSURANCE

15.1 Insurance. With respect to the services provided pursuant to this

Agreement, Operator shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following insurance coverages:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
If Operator is based outside the state of Minnesota, coverage must comply with Minnesota law.	
Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Operator to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, Operator shall promptly submit copies of insurance policies to Subscriber.

Operator shall not commence work until it has obtained required insurance and filed with Subscriber a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Subscriber as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. Operator shall furnish to Subscriber updated certificates during the term of this Agreement as insurance policies expire.

15.2 Limitation of Liability. The Parties will not be liable to the other Party for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this Agreement. The total liability of Operator to Subscriber under this Agreement will in no event exceed the aggregate of all payments made by Subscriber under this Agreement during the preceding twelve (12) months. Prior to the first anniversary of the Commercial Operation Date, the total liability of Operator to Subscriber under this Agreement will not exceed the estimated amount of payments for the first calendar year. That amount will be Subscriber's sole and exclusive remedy and all other remedies or damages at law or equity are waived.

16. COMPLIANCE

16.1 The Operator must comply with all applicable federal, state, and local laws, rules, and regulations, including any ruling of the Minnesota Public Utilities Commission (PUC).

16.2 Under the PUC Order in Docket Number E002/M-13-867, dated, the Operator will, at the request of Subscriber, provide documentation of continuing viability of the System, including but not limited to providing proof of sufficient financing; possession of required permits; certification of compliance with Federal Energy Regulatory Commission Form 556; or proof that the Operator has sufficient insurance to cover the ongoing installation, operation, or maintenance of the System.

17. MISCELLANEOUS

17.1 Integration; Exhibits. This Agreement, together with the Exhibits attached hereto, constitute the entire agreement and understanding between Operator and Subscriber with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits attached hereto are integral parts of the Agreement and are made a part of the Agreement by reference.

17.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Operator and Subscriber. To the extent any amendment changes Subscriber's Allocated Percentage, such amendment shall include the representation by Subscriber set forth in Section 8.2(c). If in Operator's judgment any provision of this Agreement is reasonably expected to result in Operator's non-compliance with any provision in the PPA or the Tariff (as may be amended or revised from), the Parties will exercise commercially reasonable efforts to negotiate an amendment to this Agreement to conform to the applicable provisions in the PPA or Tariff.

17.3 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Operator or Subscriber shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

17.4 Limited Effect of Waiver. The failure of Operator or Subscriber to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

17.5 Survival. The obligations under Section 8.3 (Exclusion of Warranties), Section 9 (Taxes and Governmental Fees), Section 13 (Notices), Section 14 (Data Practices), Section 15 (Indemnification and Insurance), Section 17 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for the period of the applicable statute of limitation.

17.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to any choice of law principles. The Parties agree that the courts of Minnesota and the federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.

17.7 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.8 Relation of the Parties. The relationship between Operator and Subscriber shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement

shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Operator and Subscriber, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

17.9 Successors and Assigns. This Agreement and the rights and obligations under the Agreement are binding upon and shall inure to the benefit of Operator and Subscriber and their respective successors and permitted assigns.

17.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

17.11 No Reliance. Subscriber is not relying on any representation, warranty or promise with respect to the Solar*Rewards Community Solar Program or the Solar System made by or on behalf of NSP or Operator, except to the extent specifically stated in this Agreement.

17.12 Records-Keeping. Operator will maintain books, records, documents and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting and utility metering principles and practices, including all meter production records and adjustments thereto. Operator will also maintain the financial information and data used in preparation or support of the cost submission for any negotiated Agreement amendment and provide electronic, printed or copied documentation to the Subscriber as requested. These books, records, documents, and data must be retained for at least 6 years after the term of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Operator agrees to maintain them until the Subscriber and any of its duly authorized representatives have disposed of the litigation or claims.

17.13 Audit. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of the Operator and of any subcontractor relating to work performed pursuant to this Agreement shall be subject to audit and examination by the Subscriber and the Legislative Auditor or State Auditor. The Operator and any subcontractor shall permit the Subscriber or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under this Agreement. Audits conducted by the Subscriber under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the Subscriber shall be paid in full within thirty (30) days of the Operator's receipt of audit.

17.14 Dispute Resolution. Claims by the Operator disputing the meaning and intent of this Agreement or arising from performance of this Agreement must be referred in writing to the General Manager of Environmental Services of Subscriber for a written decision within 60 days after the dispute arises. The General Manager of Environmental Services or his/her designee must respond to the Operator in writing with a decision within 60 calendar days following receipt of the Operator's claim. Submission of a dispute or claim to Dispute Resolution is a condition precedent to the Operator initialing any litigation relating to this Agreement.

Pending final decision of a dispute, the Parties will proceed diligently with the performance of the Agreement. Failure by the Operator comply precisely with the time deadlines under this paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to the Subscriber.

17.15 Goodwill and Publicity. Operator shall have the right to use graphical representations or photography of the System in marketing and promotional materials. Subscriber agrees to the use by Operator of Subscriber's name as a subscriber, if applicable, in Operator's marketing materials in connection with the System and any future Community Solar Garden program or similar projects undertaken by Operator. Operator agrees not to disclose any other Subscriber information in connection with Operator's marketing and promotional materials. Subscriber agrees not to use Operator's name, logo, trademark, trade name, service mark, or other Operator intellectual property in any marketing or promotional materials without the prior written consent of Operator. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Subscriber and Operator will consult with each other about press releases or public communications to help ensure that the Operator's rights to claim Environmental Attributes are not compromised while allowing both Parties to claim publicity. This section will not be construed to require Subscriber to obtain consent for any postings or publications required by law or undertaken by Subscriber in its capacity as a government entity.

17.16 Trade Secret Data Provided to Governmental Entities. Operator may provide data that it designates as trade secret to Subscriber. Under Minnesota Statutes section 13.37, subdivision 1(b), Subscriber is responsible for determining whether data marked as trade secret by Operator qualifies as trade secret under the law. For Operator data that Subscriber determines is trade secret, Subscriber will not share the data with any other Person or entity except as required by law. If Subscriber receives a request under the Minnesota Government Data Practices Act for access to data that Operator designated as trade secret but subscriber has determined is not trade secret, then Subscriber will use its best efforts to give the Operator ten (10) days' notice before releasing the data in order to permit the Operator to exercise whatever legal remedies are available to the Operator to prevent such disclosure.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized officers on the dates set forth below.

OPERATOR

By: _____

Name: _____

Title: _____

Date: _____

City of Inver Grove Heights

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Insert form of Subscriber Agency Agreement and Consent Form as required by PPA

Community Solar Garden Name:	Community Solar Garden Address:
Community Solar Garden Operator:	Community Solar Garden contact information for Subscriber questions and complaints: Address (if different from above); _____ _____

Solar*Rewards Community

Subscriber Agency Agreement and Consent Form

Subscriber Name:	Subscriber Service Address where receiving electrical service from Northern States Power Company:
Subscriber's Account Number with Northern States Power Company:	

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

By signing this Solar*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Use Data** (the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy

Usage Data.”

b. Subscriber’s Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber’s name, service address, and account number) and detailing the Subscriber’s proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber’s participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar*Rewards Community Program.

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12 1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

Subscriber's Name: _____

Subscriber's Signature: _____

Date: _____

EXHIBIT B

Certain Agreements for the Benefit of the Financing Parties

1. Lender Conditions. In order to finance the development and operation of the System, Owner may borrow money from a Lender (as defined in the Agreement). Subscriber acknowledges that Owner may finance the acquisition, development, installation, operation and maintenance of the System with financing or other accommodations from one or more financial institutions and that Owner's obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of the Agreement and a first priority security interest in the System (collectively, the "Security Interest"). In order to facilitate the necessary financing, Subscriber consents to Owner's granting to the Lender the Security Interest.

Subscriber acknowledges and agrees that: (i) Subscriber and all of Subscriber's rights under the Agreement are and will be subject and subordinate to the Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and (ii) no amendment or modifications of the Agreement is permitted without the Lender's written consent.

2. Lender's Default Rights. If Owner defaults under the financing documents with the Lender, the following provisions apply:
 - A. The Lender, through its Security Interest, will be entitled to exercise any of Owner's rights and remedies under the Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to the Agreement and the System.
 - B. The Lender will have the right, but not the obligations, to pay all sums due from Owner under the Agreement and to perform any other act, duty, or obligation required of Owner, and to cure any default by Owner in the time and manner provided by the terms of the Agreement. Nothing requires the Lender to cure any default by Owner (an "Owner Default") under the Agreement, to perform any act, duty or obligation of Owner under the Agreement, unless the Lender has succeeded to Owner's rights under the Agreement, but Subscriber hereby gives Lender the option to do so.
 - C. If the Lender exercises its remedies under the Security Interest in the System, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Owner to Lender (or its assignee) in lieu of sale, the Lender will give Subscriber notice of

the transfer or assignment of the Agreement. If Lender exercises these remedies, it will not constitute a default under the Agreement, and will not require Subscriber consent.

- D. Upon any rejection or other termination of the Agreement under any process undertaken with respect to Owner under the United States Bankruptcy Code, Subscriber agrees to enter into a new agreement with Lender or its assignee under substantially the same terms as the Agreement if Lender so requests within ninety (90) days of the termination or rejection of the Agreement.
- E. At Owner's request, Subscriber agrees to execute and deliver to Lender and Owner such acknowledgment consent as may be required by Lender and in which Subscriber acknowledges and confirms that the legal and beneficial ownership of the System remains in Owner, or its affiliate, and that the System is the property of Owner, or its affiliate.

3. Lender's Right to Cure. Regardless of any contrary terms in the Agreement:

- A. Subscriber will not terminate or suspend the Agreement unless Subscriber has given the Lender prior written notice of Subscriber's intent to terminate or suspend the Agreement describing the event giving rise to the alleged Owner Default, and provide the Lender with the opportunity to cure the Owner Default within sixty (60) days after such notice or any longer period provided for in the Agreement. If the Owner Default reasonably cannot be cured by the Lender within the period established under the Agreement, and the Lender commences and continuously pursues the cure of such Owner Default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional thirty (30) days. Owner's and Subscriber's respective obligations will otherwise remain in effect during the cure period.
- B. If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of Subscriber's assets and within the applicable time period cures all defaults under the Agreement existing as of the date of such change in control in the manner required by the Agreement and which are capable of cure by a third party, then the Lender or such third party buyer or transferee will no longer be in default under the Agreement, and the Agreement will continue in full force and effect.
- C. At the request of Lender and/or its assignee, Subscriber agrees to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect,

continue, or terminate the security interest in favor of Lender in all assets of Owner, and to secure the obligations evidenced by the Security Interest.

Schedule 1

Description of System

Solar System Site Location:	<u>Northfield Solar Garden Unit 1/ Rice County</u>
Site Owned/Controlled by:	Operator
Anticipated Commercial Operation Date:	12/31/16
Solar System Size:	1,000 kw (AC) (representing an initial estimate, which may vary depending on the final design of the System)
Retail Service Address:	
Water Treatment Plant Babcock Booster Station	2015 75th St E 7400 Babcock Trail
Subscribers Allocated Percentage:	Allocated Percentage: 20.00%

Schedule 2

The kWh Rate shall be 12.2¢/kWh (“kWh Rate”) with 1% annual escalator

Estimated Annual Delivered Energy

Estimated Annual Delivered Energy commencing on the Commercial Operation Date, and continuing through the Term, with respect to the System under the Agreement shall be as follows:

Year of System Term	Estimated Annual Delivered Energy	Subscriber Allocated Percentage	Estimated Electricity Allocated to Subscriber	kWh Rate
1	1,758,000	20.00%	351,600	\$0.1220
2	1,749,210	20.00%	349,842	\$0.1232
3	1,740,464	20.00%	348,093	\$0.1245
4	1,731,762	20.00%	346,352	\$0.1257
5	1,723,103	20.00%	344,621	\$0.1270
6	1,714,487	20.00%	342,897	\$0.1282
7	1,705,915	20.00%	341,183	\$0.1295
8	1,697,385	20.00%	339,477	\$0.1308
9	1,688,898	20.00%	337,780	\$0.1321
10	1,680,454	20.00%	336,091	\$0.1334
11	1,672,052	20.00%	334,410	\$0.1348
12	1,663,691	20.00%	332,738	\$0.1361
13	1,655,373	20.00%	331,075	\$0.1375
14	1,647,096	20.00%	329,419	\$0.1388
15	1,638,861	20.00%	327,772	\$0.1402
16	1,630,666	20.00%	326,133	\$0.1416
17	1,622,513	20.00%	324,503	\$0.1431
18	1,614,400	20.00%	322,880	\$0.1445
19	1,606,328	20.00%	321,266	\$0.1459
20	1,598,297	20.00%	319,659	\$0.1474
21	1,590,305	20.00%	318,061	\$0.1489
22	1,582,354	20.00%	316,471	\$0.1504
23	1,574,442	20.00%	314,888	\$0.1519
24	1,566,570	20.00%	313,314	\$0.1534
25	1,558,737	20.00%	311,747	\$0.1549

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date. The values set forth in the table above are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber’s Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber’s Allocated Percentage in each year. The table will be updated upon final design of the System; provided, however, any such updated values shall also be estimates and in no event shall any such values (whether or not updated) be considered to be binding in any way on Owner.

Schedule 3

Termination Fee

Year of System Term	Subscriber Allocated Percentage	Termination Fee
1	20%	\$418,179
2	20%	\$408,537
3	20%	\$398,527
4	20%	\$388,129
5	20%	\$377,321
6	20%	\$366,079
7	20%	\$354,378
8	20%	\$342,194
9	20%	\$329,497
10	20%	\$316,260
11	20%	\$302,452
12	20%	\$288,040
13	20%	\$272,991
14	20%	\$257,268
15	20%	\$240,835
16	20%	\$223,651
17	20%	\$205,673
18	20%	\$186,858
19	20%	\$167,159
20	20%	\$146,527
21	20%	\$124,909
22	20%	\$102,250
23	20%	\$78,492
24	20%	\$53,575
25	20%	\$27,434

* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date

** The Termination Fee is based on the Subscriber's Allocated Percentage at the time of termination. The Termination Fee listed on the Effective Date is based on Subscriber's Allocated Percentage on the Effective Date.

Schedule 4

Legal Description

[To be attached within 120 days of execution of the PPA]

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

ATTORNEYS AT LAW

7B

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

MEMO

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

TO: Mayor and Members of the City Council
FROM: Bridget McCauley Nason, Assistant City Attorney
DATE: March 1, 2016
**RE: Ordinance Amending Zoning Ordinance Provisions Related to Massage
Therapy Businesses**

In 2015, the Inver Grove Heights City Council repealed Title 4, Chapter 8 of the City Code and replaced the same with an updated ordinance regulating and licensing massage therapists and therapeutic massage businesses. As a result, certain references within the zoning ordinance to the provisions of the previous version of Title 4, Chapter 8 are no longer accurate. This ordinance updates these references and removes an outdated definition of a massage therapy business from the zoning ordinance. No substantive changes are made to the zoning ordinance. The Planning Commission previously reviewed the attached ordinance and recommended approval of the same to the City Council. The City Council is asked to consider adoption of the attached ordinance, and to consider suspending the rules pursuant to Title 1, Chapter 2, Section 3(D)(2) of the Inver Grove Heights City Code and authorizing passage of the same with only one reading instead of three.

Attachment

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 2, SECTION 2, REGARDING THE DEFINITION OF MASSAGE
THERAPY, LICENSED, AND TITLE 10, CHAPTER 15, SECTION 26, SUBPART D
REGARDING LICENSED MASSAGE THERAPY AS A HOME OCCUPATION**

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

Section One. Amendment. The definition of Massage Therapy, Licensed found in Title 10, Chapter 2, Section 2 of the Inver Grove Heights City Code is hereby amended as follows:

MASSAGE THERAPY, LICENSED: A business licensed by the city pursuant to title 4, chapter 8, ~~article A~~ of this code to engage in therapeutic massage as defined in therein. ~~"Therapeutic massage" is defined in section 4-8A-2 of this code as the rubbing, stroking, kneading, tapping, or rolling of the body of another with the hands or objects for the exclusive purpose of physical fitness, relaxation, or beautification, and for no other purpose.~~

Section Two. Amendment. Title 10, Chapter 15, Section 26, Subpart D of the Inver Grove Heights City Code is hereby amended to read as follows:

D. Other Home Occupations: Home occupations include minor repair services, photo or art studios, dressmaking, teaching limited to three (3) students at any one time, in home daycare as licensed by the state, licensed massage therapy in accordance with the regulations of title 4, chapter 8, ~~article A~~ of this code and similar uses; however, a home occupation shall not be interpreted to include tourist homes, restaurants or similar uses.

Section Three. Passage Without Three Readings. Pursuant to Title 1, Chapter 2, Section 3(D)(2) of the Inver Grove Heights City Code, the City Council, by unanimous vote of the City Council, does hereby suspend the rules and authorizes passage of this ordinance with only one reading, instead of three readings.

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the ____ day of ____, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____

George Tourville, Mayor

ATTEST:

By: _____

Michelle Tesser, Deputy City Clerk