

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, June 13, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. i. Minutes of May 9, 2016 Council Meeting
 - ii. Minutes of May 16, 2016 Special Meeting
 - iii. Minutes of May 23, 2016 Council Meeting
 - B. Resolution Approving Disbursements for Period Ending June 8, 2016
 - C. Consider Approval of Subscription transfer Consent Amendment and Estoppel Agreement with New Energy Equity LLC
 - D. Consider Approval of Additional Outdoor Storage Location
 - E. Consider Approval of Joint Powers Agreement with Dakota County for the Mendota/Lebanon Regional trail in the Blackstone Pond Phase I Subdivision
 - F. Consider Pay Request #1 for the VMCC Roofing Project– City Project 2016–14
 - G. Consider Repair of Tennis Courts/Basketball Courts
 - H. Set Special Meeting on August 29, 2016 at 7:00pm
 - I. Approval of Liquor License Extension King of Diamonds
 - J. Approval of St. Patrick’s On Sale Temporary Liquor License
 - K. Approval of Massage Therapist License at Salon Fusion, 3105 65th Street E.
 - L. Resolution to Designate Deputy Clerks for Elections
 - M. Municipal State Aid Street System Adjustments
 - N. Approve Storm Water Facilities Maintenance Agreement for an Infiltration Basin to be built at Inver Hills Community College
 - O. Consider Proposal for Professional Services for Preparation of Regional Solicitation Application for 117th Street
 - P. Authorization to execute the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee
 - Q. 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:**
7. **REGULAR AGENDA:**
 - I. COMMUNITY DEVELOPMENT:**

A. ALFRED WILLENBRING; Consider the following actions for property located at 1185 80TH Street:

- a) an Ordinance Amendment to add “contractor’s yard with outdoor storage” in the A, Agricultural Zoning District as an Interim Use.
- b) a Resolution relating to an Interim Use Permit to allow a contractor’s yard with outdoor storage.

B. FRIEMANN COMPANIES; Consider the following actions for property located at 7535 Cloman Way:

- a) an Ordinance Amendment to Rezone the property from R-3A, Multiple Family Residential to R-2, Two-Family Residential.
- a) a Resolution relating to a Variance from minimum lot size and width standards in the R-2 District.

II. FIRE DEPARTMENT/ADMINISTRATION

C. Consider Amending First Ordinance Reading under Chiefs Powers and Duties

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

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**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 9, 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, May 9, 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 and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

A. Resolution 16-79 Approving Disbursements for Period Ending May 4, 2016

B. Personnel Actions

C. Approve Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 9480 Old Concord Blvd

D. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Encroachment Agreement for 1643 86th Ct. (Lot 2, Block 2, Orchard Trail)

E. Consider **Resolution 16-80** Accepting a Proposal from Stantec Consulting Service, Inc. (Stantec) for Updating and Evaluating the City's Northwest Area Water System Hydraulic Model

F. Approve Proposal for Professional Services for a Grant Application to the Metropolitan Council Stormwater Grant Program and Authorize Submittal of Applications

City Administrator, Mr. Lynch stated for the Council and general audience that the agenda was modified slightly from what was posted and the minutes from April 11, 2016 were removed and Item D was removed. Subsequently all items were re-lettered. Also, under Regular Agenda Administration Item 70. was amended to omit jubilation/discovery charter school.

City Clerk, Ms. Tesser stated for the record that the April 11, 2016 had been previously approved.

Councilmember Bartholomew asked Mr. Lynch to clarify the changes to 70. Mr. Lynch clarified that the word jubilation does not apply and should just be named Athlos.

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

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Allan Cederberg, 1162 82nd Street, discussed the assessment of his stormwater utility fee and his R1a zoning.

Dana Dietrich, 4837 Bissett Lane, stated he lived at discussed Lafayette Park East. He stated Wakota Storage was going to be on the agenda tonight but must have been removed. He expressed concern over development and the four way stop and cross walk at 50th Stree/Blaine Ave.

6. PUBLIC HEARINGS:**A. Assessment Hearing for City Project No. 2016-09D-60th Street Area Reconstruction, Resolution 16-81**

The Public Hearing opened at 7:20PM. Tom Kaldunski, City Engineer introduced the item. He stated that staff has been working on receiving bids on the street project. He went over the area of the street reconstruction. He stated \$7,500 single family assessment would be charged. These assessments would be charged 3.8% over a 10 year term if they are levied to the county. Staff asked the Council to consider beginning the assessment on January 1, 2017 where interest would start to accrue. The levy would be certified after 30 days from the hearing today, if the Council approves the project. Mr. Kaldunski stated the project had budgetary concerns. Staff met with the low bidder and made adjustments on the quantity which will save under \$118,000 staying under budget. The obstructions of the right of way will be the resident's responsibility. The City Code discussed the resident's responsibility of obstructions on the right of way. The cost of the project in whole is \$2,122,000.

No one from the audience wished to be heard.

Motion by Bartholomew, second by Mueller to close the hearing.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Mueller, to approve No. 2016-09D-60th Street Area Reconstruction

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville commented that no partial payments would be accepted. Mayor Tourville asked Scott Thureen, Public Works Director to discuss the start date. Mr. Thureen stated that many of the items in the agenda have to deal with this project. He asked Mr. Kaldunski to discuss the timeline. City Engineer Mr. Kaldunski, discussed the next steps of the project. Once the contractor's bid is rewarded further in this agenda then the contractor could start within 14 days of the approval. He stated mid-September would be the estimated completion but small touch ups would be completed next spring.

7. REGULAR AGENDA:**I. COMMUNITY DEVELOPMENT:**

A. GLG PROPERTIES (GERTENS); Consider the following actions for property located at 2910 54th Street:

a) A Resolution 16-82 relating to a Comprehensive Plan Amendment to change the future land use designation from LDR, Low Density Residential to RC, Regional Commercial.

b) A Resolution 16-83 relating to a Planned Unit Development Amendment to all for the growing field expansion.

c) An Amendment to Ordinance #1230 by rezoning Parcel G to Commercial Planned Unit Development and to change the site plan and allowed uses for the addition of the added growing field, Ordinance 1313.

Community Development Director, Tom Link presented the item. Gerten's green house proposed to incorporate a 5.7 parcel of land. There is an existing house on the property for housing employees.

Storm water facilities would be put in, no structures or improvements would be made. The property is surrounded on three sides by Gerten's property, growing fields and other property surrounding it. Mr. Link stated that there is no full site review because there are no improvements to the site. The drainage and storm water will be reviewed. Planning staff and Planning Commission unanimously granted approval of the documents. Regarding the ordinance, Mr. Link discussed the highlights of the changes. The property would be included in the PUD ordinance for the parcel description stating that the property is for a growing field and house structure. The Resolution approving the planning amendment and the drainage and storm water have to be approved by the City Engineer. Staff is asking that the language be amended to be designated instead of prior to Council approval and construction.

Councilmember Mueller asked about the tax classification. Mr. Link discussed the process of tax classification. He stated the tax classification is determined by Dakota County. The tax implications have been before Gerten's Greenhouse and are used for commercial purposes have to be rezoned to this planned unit development designation. Mr. Link stated the Council years ago discussed the tax implications and decided on this designation.

Councilmember Mueller commented that he has an issue with the designation. He commented that the land is being used as a rental property not as an agricultural zone.

Mayor Tourville commented that the house is already being used as a house and should be taxed as a residential property. Councilmember Piekarski Krech asked whether this is a down zoning. Mr. Link stated the commercial PUD is a more intense zoning district. He stated in that respect it's not a down zoning.

Louis Gerten 5910 South Robert Trail. He represents Gerten's located at 5500 Blaine Ave. Inver Grove Heights. He discussed the Council's concerns regarding the houses. He stated he doesn't understand the tax implications of the homestead vs. non homestead or green acreage coverage on the house. Peter Coyle with Larkin and Hoffman Attorney represents Gertens. He stated he doesn't know but would look into the taxes.

Councilmember Piekarski Krech asked staff what classification the property is zoned. Mr. Link stated its zoned Multi-Family (MF) PUD. It's a holding zone for properties in the South West (SW) quadrant of the city that have not developed. Mr. Link stated if it's not developed it is MF PUD but when it is developed it would be rezoned to commercial. The Council discussed the current tax classification of the property in detail.

His attorney, Peter Coyle, Larkin and Hoffman, 8300 Norman Center Drive, Bloomington, MN, stated to his understanding the question being asked is what is the extent of the residential tax of the property piece. He stated its currently a non-homestead property. He discussed the role of the County Assessor and determination of the property being an agricultural designation. The residual residential occupation component will continue and will be determined by the County Assessor. He confirmed that the intent is to qualify the property under green acres as to the agricultural piece. Mr. Coyle discussed the role of the County Assessor to determine the tax classification. The question was posted by Mayor Tourville if the Planning Commission discussed the tax classification portion. Mr. Link responded that generally the Planning Commission does not consider this when determining the zoning or land use.

The Council discussed at length the difference between green acres and residential properties. Councilmember Piekarski Krech stated the residential property and one mile around it will be taxed at a residential rate. The land is taxed at an agricultural value. Also, the Council discussed the ability of a green acres designation to defer assessments. Councilmember Piekarski Krech opined that the property cannot defer taxes.

Mr. Gerten discussed the land difficulties including slope and water consideration. He stated it's probably only three (3) acres of usable land.

Mayor Tourville commented that the property requires a determination of a zone before a tax assessment from Dakota County can be done.

Councilmember Bartholomew asked if there is an ordinance regarding housing in commercial zoning districts and whether there is language regarding renting to tenants on the commercial property. Mr. Link replied that if you have an industrial use you cannot have a house on the property. Mr. Link stated he will have to research whether there is a regulation on a commercial zoning district. Mr. Gerten stated he is not charging tenants rent.

Motion by Piekarski Krech second Bartholomew to approve Item 7A. Resolution relating to a Comprehensive Plan Amendment.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second Bartholomew to approve item 7B Resolution 16-83 related to the a Planned Unit Development and 7C Ordinance 1313 for rezoning.

Ayes: 5

Nays: 0 Motion carried.

B. MIHM CUSTOM HOMES; Consider the following actions for property located on the west side of Hwy 3 between future 65th and 67th Streets:

a) Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development, Ordinance 1314.

b) Resolution 16-84 relating to a Preliminary Plat and Preliminary PUD Development Plan for the plat of Windwood Addition, a 44 lot single family development.

City Planner Allan Hunting, presented the item. He discussed the collector streets (north and south) and future collector of 65th and 67th on the south. It complies with all the Northwest standards. There are four points they are requesting. They are requesting the standard 15 feet between units. The streets will be 25 feet width. Their plans address the access of the storm water. Staff listed a condition for the developer to pay the shortage of fees. MDR was proposed in the Comprehensive Plan but resulted in a designation of LDR with a shortage of 44 lots. He stated it is a shortage of 45 lots with the original assumed number. The lots will be paid in full having the classifications now be LDR. Payment will be provided once the City gets to the final plat which is outlined in the agreement. Mr. Hunting stated that the Planning Commission and the Planning Staff recommended approval with changes.

Councilmember Mueller asked if they went over the storm water with the applicants. Mr. Hunting stated that he has gone through the storm water system including Engineering Dept with their Engineer to satisfy the requirements. Mr. Hunting stated that he is not aware of any questions from the Engineering Dept.

Councilmember Hark pointed out the installation of sidewalks. Mr. Hunting stated that there is a full sidewalk system. Parks and Recreation looked at the development and there will be a connection system eventually when parks in the area are established.

Developer Applicant Tom Mihm, 842 Ivy Lane Eagan, MN stated he is trying to make this work with the Blackstone Ridge development and stated he has no questions for Staff or the Council.

Motion by Piekarski Krech second Bartholomew to approve 7A. rezoning of the property Ordinance 1314 and 7B Resolution 16-84 relating to the preliminary plat and PUD.

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

C. RIVER HEIGHTS LAWN & LANDSCAPE; Consider a Resolution 16-85 relating to a Conditional Use Permit and related agreements to allow a contractor's yard with outdoor storage and for the outdoor storage of boats, trailers and RV's for the property located at 9601 Jefferson Trail.

Community Development Director, Tom Link presented the item. The request is for a conditional use permit which requires a 4/5 vote. The first part is the landscaping company that is paved for parking and storage. The second part is for outdoor storage of RV, Boats and Trailers. Staff found that it meets the Comprehensive Plan and industrial uses. Mr. Link stated that one note is that the applicant is working with the City Engineer on storm water and pond. There is some existing pavement so there will be an encroachment agreement with the City because of the right of way. There are no impervious additions to the property. Mr. Link stated that the Planning Staff and the Planning Commission unanimously approve the Conditional Use Permit.

Applicant, Nick Barson, 10267 102nd Court West, Inver Grove Heights. Councilmember Piekarski Krech asked the application if the area is Class 5. Mr. Barson responded that its part crush asphalt and Class 5. She asked Mr. Link if the applicant can store equipment without it being considered an impervious surface. Mr. Link responded that in the industrial storage zone we don't require bituminous pavement. Mr. Barson stated improvements will be made to the pavement. He discussed a possible security fence to be installed.

Motion by Mueller second Piekarski Krech to approve the Resolution 16- 85 Conditional Use Permit and related agreements.

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

D. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance 1315 relating to parking of recreational vehicles in the front yard in single family zoning districts.

Mr. Hunting outlined the item. He stated that staff defined the parking of recreational vehicles in the front yard in single family zoning districts. Mr. Hunting discussed the defined area. Mr. Hunting illustrated from the map with a circular driveway and regular garage in front of the house and a duplex or house with a driveway and garage in the middle. He stated that the language in the ordinance defines the recreational vehicle. The recreational vehicles are better defined with the ordinance. It is still limiting the recreational vehicles in the front yard.

Councilmember Mueller asked about parking parallel. Mr. Hunting asked that we not allow parallel but perpendicular to back out of the side yard and drive out.

Councilmember Bartholomew commented that the side and back yard is allowed. Mr. Hunting stated in the affirmative. There will be more illustrations in the third reading to outline to public and to staff.

Councilmember Mueller asked about applying hardship. Mr. Hunting stated there is always a chance for a variation to be filed.

Mayor Tourville discussed fire safety and the importance of this ordinance along with ascetics.

Motion by Hark second Mueller to approve the second reading of the Ordinance.

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

II. PUBLIC WORKS:

E. Consider Resolution Approving Special Assessment Agreement Relating to Payment of Special Assessments for City Project No. 2016-09D – 60th Street Area Reconstruction

Mr. Kaldunski, City Engineer summarized the item. He asked the Council to consider two parcels on City Project No. 20165-09D. to defer special assessments and to be levied once developed. He stated this is for the vacant lots discussed previously. The requirement is for Council to approve the deferment until the vacant lot is developed or sell of the property occurs then the assessment would begin.

Councilmember Piekarski Krech asked Mr. Kaldunski if it is without interest. Mr. Kaldunski stated in the affirmative.

Motion by Bartholomew second Hark to approve the Resolution 16-86 of the Special Assessment and Resolution 16-87 memorializing deferment relating to the payment. .

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

F. Consider Resolution 16-88 Awarding Contract for the 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction and for the 2016 Improvement Program, City Project No. 2016-10 – 60th Street Area Utility Improvements and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop

City Engineer, Tom Kaldunski introduced the item. This item is to award the contact to the low bidder of the 2016-09D, 2016-10 and 2015-12 projects. The contract would be with Park Construction. Alternative bids include the 63rd Street Sanitary Sewer Extension for City Project 2015-12 (Phase 1). The total contract bid is \$2,270,468.

Mr. Kaldunski stated there are slight changes to the Resolution. The Resolution under Park Constructions total amount number has been amended with the corrected number. Mr. Thureen stated in the third "Whereas clause" the numbers were transposed the correct amount is \$2,027,467.80. Staff is recommending the original bid and the amended bid. Included would be the alternative amount for the sewer stub out improvements, the cost of reimbursed would be \$11,200 and is the amount they would be contributing to offset the cost. They will fund those stub out improvements. The alternative bid was illustrated on the map.

John Stadelman, 1695 63rd St East asked about the future sewer work and the driving upon the new roads

Mr. Kaldunski stated at this point we don't have a development proposal to bring forward regarding storm sewer from the west to the east. But once staff does they will look into those details in the development contract.

Peter Coyle, Larkin and Hoffman discussed alternative bid components as a cost that the partnership would be able to assum as the project continues in the future.

Motion by Bartholomew second Hark to Award the Contract 2016-09D, 2016-10 and 2015-12 Resolution 16-88.

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

G. Consider Change Order No. 1 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop

City Engineer, Tom Kaldunski introduced the item. This is a continuation to the items for the above contact. This is a change order to reduce the costs by \$118,000. We changed the proposed unit quantities on the change order. It helps us meet our fiscal goal and bring down the assessment to the residents. Staff recommends this change in the contract.

Motion by Mueller second Bartholomew to approve the change order of project 2016-09D.

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

H. Consider a Resolution 16-89 approving a Wetland Replacement Plan and Authorizing Payment for Wetland Bank Credits to mitigate a total of 1,316 square feet of wetland through wetland banking as part of City Project 2016-09D.

City Engineer, Tom Kaldunski introduced the item.

He discussed the water quality improvement and the importance of the wetland and improving the basins. The approval has gone through the process and steps to make sure we are following the wetland conservation. It's gone through the DNR to get approval. It's a replacement plan for the wetland and the purchase of the wetland through the banking.

Motion by Bartholomew second Piekarski Krech to approve Resolution 16-89 the wetland replacement plan and to authorize payment to the wetland bank credits.

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

I. Resolution 16-90 Approving Temporary Construction, Slope and Grading Easement Agreements relating to 1695 63rd Street E., 1696 63rd Street E., 1715 63rd Street E., 1716 63rd Street E. for City Project No. 2016-09D – 60th Street Area Reconstruction

City Engineer, Tom Kaldunski introduced the item. As part of the City Project No. 2016-09D the City will be grading, sloping, excavating and reshaping the cul-de-sac at the end of the 63rd Street E. Presently there is a 60 foot wide right of way through the cul-del-sac up to Harmon Park. We are rebuilding the cul-de-sac to re-slope driveways and improvement the standards. The temporary easements will be required to complete this project.

Motion by Piekarksi Krech second Bartholomew to approve the easements in Resolution 16-90.

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

J. Approve Agreement with Xcel Energy for Topsoil and Seeding on City Project No. 2016-09D – 60th Street Area Reconstruction, Resolution 16-91

City Engineer, Tom Kaldunski introduced the item. The City contracts with Xcel Energy to perform topsoil and seeding of areas disturbed by Xcel Energy on City Projects. It helps managing the restoration of the boulevards. The agreement is standard and has been used for seven years.

The City does all the restorations and Xcel Energy pays for their share of the work.

Motion by Bartholomew second Mueller to approve the agreement with Xcel Energy for Topsoil and Seeding of Project No. 2016-09D Resolution 16-91.

Ayes: 5

Nays: 0 Motion carried.

K. Resolution 16-92 Receiving and Accepting Proposals from American Engineering Testing, Inc. (AET) for Construction Phase Geotechnical Services and from Kimley-Horn and Associates (IPO No. 26B) for Construction Phase Engineering and Survey Services for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements and City Project No. 2015-12 (Phase 1) - NWA Trunk Watermain Improvements, 65th Street Loop I.

City Engineer, Tom Kaldunski introduced the item. Now that the project has been awarded tonight this item is the next part of the project. This authorizes two consultants to help the City with the design and geotechnical part of the project being performed by American Engineering Testing, Inc. in the amount of \$22,098 and Kimley-Horn \$93,200. Staff asks to consider these two consultants.

Motion by Mueller second Bartholomew to approve the proposals from American Engineering Testing, Inc and Kimley-Horn and Associates, Resolution 16-92.

Ayes: 5

Nays: 0 Motion carried.

L. Resolution 16-93 Approving the negotiated settlement agreement between GlenLin Properties, LLC and the City concerning damages relating to the GlenLin Property relative to City Project 2015-13.

Mr. Kuntz, City Attorney introduced the item, he stated that this project is the Argenta Trail and in the plat of Blackstone Ridge. Its scheduled for this contract season. The Council awarded the project, the three parcels for which the city needs easements is parcels Blackstone Highlands which has been agreed upon by the owner. The other two is known as the GlenLin Properties, LLC and Lawrence J. Flannery and Linda L. Flannery (Flannery). The City has obtained the necessary Easements from Messerich, leaving with the need to obtain the requisite Easements from GlenLin and from Flannery. The settlement is in front of the Council for approval for GlenLin Properties, LLC. With that, we will gain the temporary easements that the city needs to complete in the necessary timeline. Staff recommends approval of the said agreement. The closings will take place in the next five days.

Councilmember Piekarski Krech asked regarding the water irrigation. Mr. Kuntz stated there is two points to the water. The Easement of the well will not be able to be used. Mr. Kaldunski stated that the amount of water used is a small hose. The farmers on the property are capturing on rain water which is what they prefer to use. It would be less costly for them to go this way.

Councilmember Piekarski Krech stated there are two water hookups. Mr. Kaldunski stated in the affirmative.

Motion by Bartholomew second Piekarski Krech to approve Resolution 16-93.

Ayes: 5

Nays: 0 Motion carried.

M. Joint Powers Agreement between the City and Dakota County for Right of Way Acquisition for County Project No. 63-27 and City Project No. 2016-05, Resolution 16-94

Scott Thureen, Public Work Director discussed Argenta Trail realignment and the 265 foot wide strip of property. There are three components to that. Mr. Thureen went through the differences of the parcels. He stated that the blue, red and green parcels shown on the map are in the Joint Powers Agreement (JPA) deals with the acquisition and dedication of those parcels.

He stated, the next dedication of going west discusses the outlot of D for storm water to make sure it meets needs of future right of way and adjacent properties that flow to the area. The Council approved the resolution to work with the City to JPA for the acquisition and work with Blackstone Ridge for the purchase of the Outlot A. The City will acquire the 165 wide of the western portion of the full design of the county road when completed. The plat for the Blackstone ridge would dedicate the stripe in exhibit A discussed in Outlot B.

He stated once the City acquires those parcels and final recorded that the county will pay the city for the acquisition of the land and 25% of the closing of the acquisition. The City will after have rights of storm water of Outlot B. The final cost is \$2,311,000. County \$1,353,000 and City is \$959,000. The County represents 65% of the appraisal of the decrease value of the property that is calculated on the appraisal amount.

Motion by Piekarski Krech second Bartholomew to approve the Joint Powers Agreement (JPA) Resolution 16-94.

Ayes: 5

Nays: 0 Motion carried.

N. Consider the following actions for purchase of Outlot A, Blackstone Ridge:

- a) A Resolution 16-95 Approving an Agreement of Sale and Purchase between the City of Inver Grove Heights and Scenic Oaks, LLC and Jeffers Pond Development, LLC relating to the purchase of Outlot A, Blackstone Ridge;**
- b) An Agreement of Sale and Purchase between the City of Inver Grove Heights and Scenic Oaks, LLC and Jeffers Pond Development, LLC relating to the purchase of Outlot A, Blackstone Ridge.**

Mr. Kuntz, City Attorney summarized this item. He stated this is a companion item with the previous item discussed with the Council. What this item is the purchase agreement with the current owners. The current owners are Scenic Oaks and Jeffers Pond Development LLC who are tenants of the property. In March of 2015, the alignment of Argenta Trail was completed and a transaction was discussed. An approximate 265 foot wide strip of the property together with ponding rights to an expended drainage and

utility easement in order to accommodate storm water runoff from the future Argenta Trail. Mr. Kuntz described the Outlot A of 165 foot wide strip and Outlot B 100 foot wide strip. This agenda item is referring to obtaining the 265 foot wide strip in exchange of payment of \$2,311,000 which was the amount identified by in March of 2015. He stated this completes the cycle and would be achieved at the closing date scheduled on May 18, 2016. Outlot B would be where the ponding would be. He stated all components would be to obtain the 265 foot strip because that's where the road is going and the other part is the storm water run-off.

Motion by Piekarski Krech second Muller to approve the Agreement of Sale, Resolution 16-95.

Ayes: 5

Nays: 0

Motion carried.

III. ADMINISTRATION:

O. Consider Athlos Preparatory School to not require PILOT payment fee for future school.

City Administrator Lynch discussed the past item in which the school applied for the changes of the Comprehensive Plan. During those past discussions Payment in Lieu of Taxes (PILOT) was discussed at length. Mr. Lynch stated we have no application or site plan. The Superintendent Founding Director is present to talk to the Council regarding the potential site of a future school called Athlos Preparatory. Mr. Lynch stated the founder would like the City to make some type of commitment regarding the potential site and intentions going forward regarding PILOT.

Claud Allaire, 5975 Blackberry Trail, Inver Grove Heights. He discussed the potential of a 10 acres site on South Robert Street and Doffing.

Mayor Tourville commented that we don't have much to look at or to decide.

Councilmember Bartholomew commented that we don't have a site plan or an application. He summarized the issues raised with the last application and the Industrial location of the potential site. He stated this is a different property and is a PUD. He reiterated that we need an application and a site plan. He commented that it doesn't seem to have the challenge with transportation similar to the last site and is a better fit but he emphasized the need to see a site plan and an application.

Councilmember Piekarski Krech asked about the parcels. She asked what sections are you going to re-plat. She questioned the other uses available.

Mr. Link stated the total property is 15-20 acres. Councilmember Piekarski Krech commented that it's over half of the property and commented that it's a better site.

Mr. Allaire stated we are looking at the northern end of the property.

Councilmember Hark stated you are asking us to tell you what we think but we are limited on the knowledge we have and don't know what we're looking at. He commented that its a different situation.

The Council discussed with the applicant their concerns regarding not having a site plan or application.

Vance Grannis Jr., 9249 Barnes Ave. stated that the property is 20 acres and has been for sale for 20 years. It hasn't been sold. He stated we are asking to see if the expectations of the property owners are coinciding with the expectations of the City Council. The property owners are looking at sale of the property by splitting the parcels. The problem is the school needs to know before incurring all the major site plans and comprehensive plans. Schools do not pay real estate taxes but they will bring in 100 new jobs to the area. He stated that the use of the athletic facilities which includes the indoor facilities by the City's Parks Department. Mr. Grannis went over the other commercial properties. The traffic generated by the school would be the incentives to the local area.

Councilmember Piekarski Krech stated she wanted to know about the two liquor stores and the plats to understand the value. She asked are we going to get another 10 acres of the property of business.

Mr. Grannis stated there would be North East side of the area. No one has laid out a line. The other commercial property stated they would all go together and go in it together. It would be the northerly 10 acres. But he stated it hasn't been decided on if they will have the easterly portion too.

Mayor Tourville stated that the Council is being upfront because there's nothing to judge it on.

Councilmember Piekarski Krech discussed the value of the possible commercial with the other 10 acres.

Councilmember Bartholomew reiterated that the Athlos Academies group to meet with the City Administrator.

Mayor Tourville stated you will need a 4/5 vote with the change of the property from the Comprehensive Plan.

Councilmember Hark asked about procedurally going forward. City Administrator Mr. Lynch stated that he will talk to them about the importance of applying for an application. He discussed the amount of the PILOT but it was purely speculative.

Councilmember Bartholomew commented that on the PILOT and it's financial benefit.

Kevin Pedeltee, 8565 Birch Boulevard, he discussed the importance of the improvement of the land.

Council recommended representatives of Athlos to go to staff and discussed this further.

8. MAYOR & COUNCIL COMMENTS

Council and staff discussed the interview process of Commission Appointments. Mayor Tourville asked staff to open up interviews to reappointments as well as new applicants. Ms. Tesser asked for the meeting to remain scheduled at 5:00pm.

Motion by Piekarski Krech second Mueller to approve the Commission Appointment date and time on May 16, 2016 at 5:00pm.

Ayes: 5

Nays: 0

Motion carried.

9. ADJOURN: Motion by Piekarski Krech, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 9:54p.m.

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, MAY 16, 2016 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in a Special Meeting on Monday, May 16, 2016 in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Clerk Tesser and Attorney Tim Kuntz.

2. **COMMISSION APPOINTMENTS:**

The Council interviewed new appointments and reappointments of the City's Commissions. The interviews began at 5:00pm and ended at approximately 7:30pm. The Council gathered to vote by ballot for each commissioner interviewed. Mr. Kuntz was the ballot counter. The following commissioners were appointed for a three year term unless specified otherwise:

Parks Commission:

New Appointment- Jim Hoffman

Reappointment- Deb Tix and Wilfred Krech

Planning Commission:

New Appointment- Lucas Therrien (to fill vacancy term two (2) yrs) and Jonathan Weber

Reappointment- Dennis Wipperman and Pat Simon

Environment Commission:

New Appointment- Kenneth Johnson and Patricia Todd

Reappointment- Susan Burke

Housing Commission:

New Appointment -Jeanne Zimmer

Reappointment -James Zentner

3. **ADJOURN:** Motion by Mueller, seconded by Hark to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 8:14pm.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 23, 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, May 23, 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 and Public Works Director Thureen.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. i. Minutes of April 25, 2016 Council Meeting
- ii. Minutes of May 2, 2016 Work Session Meeting
- B. Resolution 16-96 Approving Disbursements for Period Ending May 18, 2016
- C. Consider Approval of Subscription Transfer Consent of Pine Island Community Solar Garden Subscription Agreements with SolarStone Community LLC to Pine Island Holdco LLC
- D. Consider Approval of Canada Geese Management
- E. JIM DEANOVIC (BLACKSTONE HIGHLANDS); Approve a Resolution 16-97 providing a credit against Northwest Area connection fees for the plat of Blackstone Highlands.
- F. Establish a Special Session between City of Inver Grove Heights and School District 199 on July 12, 2016
- G. Accept and Adopt the Joint Powers Agreement between Dakota County and cities in Dakota County
- H. Receive Proposals and Accept Quote for Fire Hydrant Reconditioning
- I. Consider Resolution 16-98 Accepting the MS4 Annual Report for 2015
- J. Accept Proposal for Professional Services for Design and Construction Administration and Observation for Replacement of Water Treatment Plant Filter Room HVAC System
- K. Consider Resolution 16-99 Accepting Proposal for Engineering Services from SRF Consulting Group, Inc. (SRF) for Preparation of the Feasibility Report and Other Engineering Services for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements
- L. Consider a Resolution 16-100 Receiving the Petition, Ordering a Feasibility Study, Ordering an Assessment Benefit Analysis, and Ordering a Geotechnical Investigation for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction
- M. Personnel Actions

Councilmember Piekarski Krech pulled item 4D. Mayor Tourville pulled item 4E.

Motion by Mueller, second by Bartholomew, to approve the Consent Agenda 4.A- 4.M. Items 4D and 4E were pulled.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech asked Eric Carlson, Parks and Recreation Director if the City gets value out of the Canadian Geese management program. Mr. Carlson stated that last year the contractor removed 53 Geese from Adults to Goslings. He stated that staff will count to see based on the Geese removed if there is a difference in the numbers. He discussed that these are resident geese not migrate geese. He stated that the City had not managed the Geese population in some time; staff will look into whether this is effective.

Councilmember Piekarski Krech asked to keep good track of the numbers to make sure its cost beneficial and effective.

Councilmember Hark asked if they are the only provider out there. Mr. Carlson replied that they are the only provider with a DNR permit. Councilmember Mueller asked about the adults.

Mr. Carlson replied that the adults are processed at a USDA meat processor and then provided to Second Harvest. Goslings are donated to a wildlife organization.

Council discussed the cost of the program and asked Mr. Carlson to return to the Council with the quantitative measurements to show the effectiveness of the contract.

Motion by Piekarski Krech, second by Hark, to approve 4D to move forward with the contract.

Ayes: 5

Nays: 0 Motion carried.

Item 4E was removed by Mayor Tourville to discuss the importance of Blackstone Highlands and he briefly discussed the process it took to complete.

Pete Deanovic, 5100 Eden Ave, Edina, MN was present and thanked the Council and staff for assisting in the development.

Motion by Piekarski Krech, second by Bartholomew, to approve Item 4D. the Geese Management Contract was approved.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Mayor Tourville discussed Ms. Flemming's letter. Staff will respond to the letter. The letter was recorded.

6. PUBLIC HEARINGS:

None.

7. REGULAR AGENDA:

I. PARKS AND RECREATION:

A. Consider Approval of North/South Valley Park Master Plan Process

Parks and Recreation Director, Mr. Carlson presented the item. He discussed the South and North Valley Parks mission. Mr. Carlson summarized the amenities of the park. He went over the amenities life cycle with the Council and discussed that many amenities are coming to the end of its life cycle. He discussed the exploration of potential changes including larger picnic shelter, natural play area, small outdoor performance stage, additional parking for South Valley Park, Elimination of recreation building/ball fields in South Valley and other ideas realized from the public process. He explained the Master Plan process including Open Houses, resident feedback and creating the Plan.

Councilmember Bartholomew stated that the building has a life cycle and expires in 2020 and he recommended using the building until that time. Mr. Carlson stated he didn't know what the result of the Masters Plan was going to be. Mr. Carlson discussed the Master Plan process including an open house, workshop and final Master Plan. Parks and Recreation Commission recommends working with St. Paul River Front Corporation that would include 200 hours of staff time, assist staff in Master Plan process (design leadership and community engagement). The cost would not exceed \$20,000. Funding would come out of the Parks Capital Replacement Fund that has a balance of a little more than \$1,000,000.

Councilmember Hark asked about the process selection of the vendor. Mr. Carlson stated no formal proposal was requested. Staff received a proposal from the company. Mr. Carlson worked with the corporation to decrease the amount by \$30,000. He stated based on reputation of the company staff wanted a new set of eyes on helping to improve the Park System.

Councilmember Piekarski Krech stated she would rather have staff work on beginning part of the master planning. She stated that the replacement of the amenities is more important to her. Councilmember Piekarski Krech asked for other designers or groups to be involved. Mr. Carlson replied that staff does envision talking with the neighborhoods and the public regarding the large park. He discussed the other groups that they would want to hear from.

Councilmember Piekarski Krech stated she doesn't want the aesthetic of the natural setting changed at South Valley. Mr. Carlson stated staff doesn't envision major changes.

Councilmember Mueller expressed his discontent with a consultant coming on board at the early stages and wanted to wait one year. He discussed the Comprehensive Plan beginning and how that will help with this process.

Mr. Carlson responded that the Master Plan not similar to the Comprehensive Plan. This Master Plan is more site detailed. The Comprehensive Plan is a long term vision of the City.

Councilmember Bartholomew asked Mr. Carlson why the timeline seems urgent with the deadline of November 1st. Mr. Carlson discussed the life expectancy of the amenities and the length of the process. Councilmember Mueller asked about the building and the ADA issues. Mr. Carlson stated major renovations would mean for us to look at changing the building to adapt to ADA.

Mayor Tourville discussed the popularity of the park from adults to kids. He stated the park is regionally known. He expressed his opinion of insufficient parking. He commented on the parking issues and the parking that is occurring on 70th Street. He added the he fully supports looking at the improvements.

Mayor Tourville asked Mr. Carlson to look at the programming. Councilmember Piekarski Krech commented maybe we should have them look at utilizing other parks. Mayor Tourville suggested small task forces to look at the park's issues in whole.

Councilmember Piekarski Krech discussed the level of activity for the regional park. She discussed the placement of the recreation programming and asked if programs should be going elsewhere.

Councilmember Hark asked if the Consultants could add years on the amenities to be extended. Mr. Carlson discussed the consultant's role and their level of expertise.

Councilmember Bartholomew asked about priorities of the parks and amenities.

Mr. Carlson discussed the investment of the dollars and where they should go because of the popularity and priority. PRC stated the resources should be concentrated in South and North Valley Parks.

Councilmember Bartholomew commented that the CIP could deal with some of these issues as well.

Mr. Carlson discussed potential grants and partnerships that could happen once this process is moved forward. He used Swing Park as an example.

Councilmember Hark asked for some changes to the proposal to occur to decrease the amount.

In summary, the Council directed Mr. Carlson to go over the park amenities, reviewing programming and use of facilities as well as developing task forces to move this forward. Mr. Carlson commented that there is a subcommittee of the South and North Park. The item will return to the Council on June 27, 2016.

II. FINANCE:

B. Consider Accepting and Approving the Comprehensive Annual Financial Report (CAFR) for the Year Ended December 31, 2015, Management Letter and Other Required Report

Ms. Smith provided a brief summary of the item. Matt Voss and Steve McDonald with Abdo, Eick & Meyers presented the CAFR. Mr. Voss stated his presentation is a summary version since the Council went over the specifics at the May 2, 2016 work session. Mr. McDonald discussed the responsibility under the auditing standards. He stated their job is to give the opinion of the financial statements. They met that objective with an unqualified modified decision which is what the City was awarded and is the highest degree that can be received. Part of the audit is the internal controls of the City, basically the report is no findings which is good. State statutes require review of strict rules items such as how you spend money, bid a project etc. There were no issues of non compliance. The change this year is the new accounting standard to confirm with GAAP.

No deficiencies were found. Compliance of reasonable assurance about financial statements there were no incidents found. The finance department did a great job preparing for the audit this year.

Mr. Voss went over the funds of the City including the General Fund, the target should be around 40-50% for the fund balance to compare to the expenditures, the city meets that target. The activity compares to budget showed a decrease of near \$100,000 but there was actually an increase of \$735,000. Mr. Voss stated that the revenues are less than 2% and was consistent. The expenditures varied by 3%.

Councilmember Hark asked what is an unhealthy target. Mr. McDonald stated that the guidance from the State, GFOA and the League discusses a range of 35-50%, with Cities we see usually about 50%, there may be a one-time revenue flow created such as we see large transfers and excess of 50% to the reserves for capital projects. He stated what we find is it can exceed the funds currently available which is a good policy to meet. Councilmember Bartholomew asked about the City's policy. Finance Director, Ms. Smith stated yes, its 40-45% of the next year's expenditures.

One other item stated Mr. Voss within the expenditures was in Public Safety which were \$370,000 which is similar with other dept.

Mr. Voss highlighted the capital project fund and the increase of \$8 million but the earmarking involved in payment of not completed projects. Councilmember Bartholomew stated it's an issue of timing. Mr. Voss replied in the affirmative.

Mr. Voss also brought up the component of net transfers and using some internal resources for these projects. Overall there was a \$1.5 million net transfer. Another item, is the debt for improvement bonds at an amount over \$27 million. The debt services scheduled for the next five years those scheduled payments will decrease, however the portion coming from the tax levy internally shows relatively consistency.

He went over the internal services funds and enterprise funds. Overall internal service funds maintains its own activity and this is very consistent from year to year. The enterprise funds of sewer bonds increase of \$1.5 million unspent from 2014. Discussed bonds unspent because of timing of unspent bond proceeds. Mr. Voss mentioned that a sufficient change was to the golf course most of it was because of the operations.

Mayor stated the audit has been discussed several times with the Council.

Councilmember Bartholomew thanked Finance Director Ms. Smith for her assistance.

Councilmember Hark commended the summary and the readability of the CAFR format.

The Council accepted and approved the CAFR as brought forward.

C. Resolution Authorizing Transfers Relating to the Financing of Projects and Payment of Debt Service in the Northwest Area (NWA)

Ms. Smith went over the resolution summary. She stated that this is in relation to the financing of projects and payment of the debt service in the NWA. Mr. Apfelbacher from Ehlers recommended several actions to help with the debt service. (3) three transfers were discussed and are outlined in the Council summary provided by staff. The projects will go forward as planned in the NWA.

Councilmember Bartholomew asked about the general fund and making sure the percentage does not reach under 40%. Ms. Smith responded that we will not go under 40% otherwise it wouldn't be recommended by staff.

Mayor Tourville stated that the recommendations were outlined in the previous work session.

Motion by Bartholomew second Hark to approve the Resolution 16-101 authorizing transfers relating to the financing of the projects and payment of debt services to Northwest Area (NWA)

Ayes: 5

Nays: 0 Motion carried.

III. COMMUNITY DEVELOPMENT:

D. ALFRED WILLENBRING; Consider the following actions for property located at 1185 80TH Street:

- a) an Ordinance Amendment to add “contractor’s yard with outdoor storage” in the A, Agricultural Zoning District as an Interim Use.**
- b) a Resolution relating to an Interim Use Permit to allow a contractor’s yard with outdoor storage.**

Mr. Link, Community Development Director summarized the item. He discussed the request for the variance and the requirement of the 4/5 from Council on the ordinance amendment to the agricultural zoning district as an Interim Use. He stated the area will develop in the future. A landscaper's yard use he stated fits in with the property. There would not be a building constructed and is considered a low intense use.

Mr. Link stated that the Planning Staff and Planning Commission recommended approval with the provision that the property is guided as commercial to not set a precedence of allowing this type of use in agricultural zoned property.

Alfred Willenburg, 1225 80th Street, applicant was present to answer questions.

Mayor Tourville asked about the expirations of the 5 year lease contract. Mr. Willenburg answered that they would be given a notice of 60 days.

Mayor Tourville asked City Attorney Mr. Kuntz whether the City would have to relocate this tenant if this is accepted. Mr. Kuntz stated if the lease is not to a term than yes that could happen.

Mr. Willenburg discussed the specifics of the lease. The Council spoke about the risk and liability to the City.

Mr. Kuntz asked about the possible roadway in the property. Mr. Willenburg discussed the difference between the parcels.

Councilmember Bartholomew commented that the 60 day notice can be written in the contract.

Mr. Kuntz stated the issue that arises if the lease is not renewed because of government action then there is an argument that the government action ceased the lease. Mayor Tourville discussed the potential of the liability. Council discussed possible conditions.

Mr. Kuntz asked about where the 5 year term came from. He stated the argument can be raised if this event occurs. He also discussed the legal description attached to the property. Mr. Hunting, City Planner responded that the parcel description is the total amount of property.

Mr. Link discussed the conditions at length.

Mr. Kuntz commented that infrastructure will be gathered on the site and that it could become more than a contractor yard after which the infrastructure may not be used as an urban infrastructure. Mr. Link discussed the utilities and public action to the area.

Mayor Tourville commented to the applicant that this will protect both of us.

Mr. Link suggested tabling the item to come back to the next council meeting. The Council stated that the variance will be extended to the 60 days. By direction from Council staff will go over the language with applicant and come back to the council. Item was tabled.

Motion by Bartholomew second Piekarski Krech to table the item and to revisit at the next Council meeting.

Ayes: 5

Nays: 0 Motion carried.

E. RUSS GOHL; Consider a Resolution 16-102 relating to a Variance to allow the construction of a garage 22 feet from the front property line for property located at 5935 Babcock Trail

Mr. Link summarized the item. He discussed the applicant's desire to clean up the property. The applicant will be removing structures. The front yard is actually the rear yard, which is different. He discussed the deep slopes and the limitation of terrain. This type of garage is quite common and is a reasonable use. Planning staff and Planning Commission approved the variance.

Mayor Tourville asked about setbacks and confirmed there are no impervious issues. Mr. Link responded in the affirmative and stated that the nearest neighbor supported the variance.

Motion by Piekarski Krech second Mueller to approve the variance Resolution 16-02.

Ayes: 5
Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of an Ordinance 1315 relating to parking of recreational vehicles in the front yard in single family zoning districts.

Mayor Tourville stated that this item has been discussed with the Council several times. He asked Mr. Hunting whether staff understood the direction of the Council. Mr. Hunting responded in the affirmative. Mr. Hunting stated that there are no changes in the wording from the second to the third ordinance.

Mr. Hunting summarized the item and pointed out a small error in the staff report on maximum of 2 vehicles was in error. Councilmember Bartholomew asked if there were questions from residents. Mr. Hunting stated not since the first inquiries from the website.

Mayor Tourville discussed to association of the townhome residents and directed the residents to return to the association board to discuss the ordinance and lack of parking. He stated we have not heard more from those residents.

Motion by Piekarski Krech second Bartholomew to approve the third reading of the parking of the recreational vehicles in front yard Ordinance 1315.

Ayes: 5
Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS

Mayor Tourville suggested having a neighborhood meeting at Riverside Park.

9. EXECUTIVE SESSION

Mr. Kuntz stated that the Council will go into an executive session in regards to the purchasing of or discussing counteroffers of the following pieces of real estate:

- A. Condemnation and Acquisition of Flannery Property, 1466 70th Street W and Glen Sachs Property, 1400 70th Street W. Pursuant to Minn. Stat. §13D.05, Subd. 3 (c)(3).
- B. Frank Rauschnot, 6840 Dixie Avenue Property Information. Pursuant to Minn. Stat. §13D.05, Subd. 3 (c)(3).
- C. Becky Austing, 6900 Dixie Avenue Property Information. Pursuant to Minn. Stat. §13D.05, Subd. 3 (c)(3).

Mr. Kuntz stated that the Director of Community Development and Public Works will join the meeting with the City Administrator and City Attorney.

Motion by Mueller second Piekarski Krech to approve going into the Executive Session at 8:35pm.

Ayes: 5
Nays: 0 Motion carried.

10. **ADJOURN:** Motion by Piekarski Krech, second by Mueller to adjourn. The meeting was adjourned by a unanimous vote at 9:50 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 13, 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 May 19, 2016 to June 8, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 8, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$341,049.69
Debt Service & Capital Projects	493,031.08
Enterprise & Internal Service	396,031.93
Escrows	31,524.61
	<hr/>
Grand Total for All Funds	<u><u>\$1,261,637.31</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 May 19, 2016 to June 8, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 8, 2016**

WHEREAS, a list of disbursements for the period ending June 8, 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	\$341,049.69
Debt Service & Capital Projects	493,031.08
Enterprise & Internal Service	396,031.93
Escrows	31,524.61
Grand Total for All Funds	<u><u>\$1,261,637.31</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of June, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 05/19/2016 - 06/08/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	367189 B	06/01/2016	03326	101.41.2000.415.30100	5,775.00
ABDO, EICK & MEYERS, LLP	367548	06/01/2016	43697	101.41.2000.415.30100	9,149.00
AFSCME COUNCIL 5	INV0053025	05/27/2016	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	47.55
AFSCME COUNCIL 5	INV0053026	05/27/2016	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	820.40
AFSCME COUNCIL 5	INV0053027	05/27/2016	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	87.90
BARNA, GUZY, & STEFFEN LTD	158153	05/25/2016	158153	101.41.1100.413.30430	195.00
BENJAMIN FRANKLIN PLUMBING	PL2016-983	05/25/2016	PROJECT CANCELLED	101.45.0000.3222000	100.00
BETTS, BETH	1068	05/25/2016	5/10/16	101.44.6000.451.30700	639.00
BLACKTOP PROS, LLC	16-48	05/25/2016	16-48	101.43.5200.443.40046	8,900.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0053028	05/27/2016	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	440.76
CARGILL, INC.	2902824135	05/25/2016	5/10/16	101.43.5200.443.60016	5,217.62
CARGILL, INC.	2902825553	05/25/2016	5/11/16	101.43.5200.443.60016	3,516.00
CARGILL, INC.	2902829603	06/08/2016	5/13/16	101.43.5200.443.60016	3,186.89
CARGILL, INC.	2902847017	06/08/2016	5/26/16	101.43.5200.443.60016	1,211.48
CENTURY LINK	5/19/16 651 455 9072 782	06/08/2016	651 455 9072 782	101.42.4200.423.50020	43.47
CITY OF MINNEAPOLIS RECEIVABLES	400451000113	06/01/2016	612005356	101.42.4000.421.30700	5,336.10
CITY OF SAINT PAUL	IN00015723	05/25/2016	5/9/16	101.43.5200.443.60016	10,561.01
CMI, INC	822856	05/25/2016	550772	101.42.4000.421.60065	115.00
COLLINS ELECTRICAL CONST.	1630890.01	06/08/2016	5/20/16	101.43.5200.443.40046	178.88
DAKOTA CTY PHYSICAL DEVELOPMENT	5/26/16 WASTE MANAGE	06/08/2016	3054	101.43.5200.443.30700	440.78
DAKOTA CTY TECH COLLEGE	00135358	05/25/2016	00092312	101.42.4000.421.50080	450.00
EFTPS	INV0052372	05/02/2016	FEDERAL WITHHOLDING	101.203.2030200	1.64
EFTPS	INV0053046	05/27/2016	FEDERAL WITHHOLDING	101.203.2030200	47,915.23
EFTPS	INV0053048	05/27/2016	MEDICARE WITHHOLDING	101.203.2030500	13,153.32
EFTPS	INV0053049	05/27/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	41,283.78
EFTPS	INV0053051	05/27/2016	FEDERAL WITHHOLDING	101.203.2030200	205.96
EFTPS	INV0053053	05/27/2016	MEDICARE WITHHOLDING	101.203.2030500	46.66
EMMONS & OLIVIER RESOURCES	00095-0053-4	06/08/2016	00095-0053	101.43.5100.442.30300	246.50
ENNIS TRAFFIC SAFETY SOLUTIONS	304520	05/25/2016	21032	101.43.5200.443.60016	9,861.50
EXPERT TREE AND SERVICE AND SCIENCE	7034	06/08/2016	5/24/16	101.43.5200.443.40046	450.00
FIRST IMPRESSION GROUP, THE	68369	06/08/2016	4363	101.42.4000.421.50030	285.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0053031	05/27/2016	HSA ELECTION-FAMILY	101.203.2032500	2,654.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0053032	05/27/2016	HSA ELECTION-SINGLE	101.203.2032500	2,896.62
GERTENS	388311/1	05/25/2016	103566	101.43.5200.443.60016	124.90
GERTENS	388311/1	05/25/2016	103566	101.44.6000.451.60035	124.90
GFOA	2015 CERTIFICATE	06/01/2016	FINANCIAL REPORTING PROGRAM	101.41.2000.415.30700	435.00
GOODPOINTE TECHNOLOGY, INC.	3647	05/25/2016	5/17/16	101.43.5100.442.40044	4,600.00
HENRICKSEN PSG	590853	06/01/2016	CITYIGH	101.41.1100.413.80500	1,602.56
ICMA RETIREMENT TRUST - 457	INV0053033	05/27/2016	ICMA-AGE <49 %	101.203.2031400	4,527.45
ICMA RETIREMENT TRUST - 457	INV0053034	05/27/2016	ICMA-AGE <49	101.203.2031400	4,452.30
ICMA RETIREMENT TRUST - 457	INV0053035	05/27/2016	ICMA-AGE 50+ %	101.203.2031400	1,409.25
ICMA RETIREMENT TRUST - 457	INV0053036	05/27/2016	ICMA-AGE 50+	101.203.2031400	4,744.36
ICMA RETIREMENT TRUST - 457	INV0053037	05/27/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0053044	05/27/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	924.24
ICMA RETIREMENT TRUST - 457	INV0053045	05/27/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
ICMA RETIREMENT TRUST - 457	INV0053050	05/27/2016	ICMA-AGE <49 %	101.203.2031400	48.28
INNOVATIVE OFFICE SOLUTIONS	SUM-025085	05/25/2016	S28777	101.44.6000.451.60040	124.69
INNOVATIVE OFFICE SOLUTIONS	SUM-025085	05/25/2016	S28777	101.45.3000.419.60010	8.87
INNOVATIVE OFFICE SOLUTIONS	SUM-025085	05/25/2016	S28777	101.45.3300.419.60040	426.63
INVER GROVE FORD	5/25/16 94917	06/01/2016	5/25/16	101.42.4000.421.70300	267.81
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 #1209D 65th	06/08/2016	Legal	101.43.5000.441.30420	51.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Community Dr	06/08/2016	Legal	101.45.3000.419.30420	292.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Council Meeti	06/08/2016	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Elections	06/08/2016	Legal	101.41.1100.413.30420	420.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Engineering	06/08/2016	Legal	101.43.5100.442.30420	1,534.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Inspections	06/08/2016	Legal	101.45.3300.419.30420	228.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Mayor/CC	06/08/2016	Legal	101.41.1000.413.30420	6,117.18
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Parks	06/08/2016	Legal	101.44.6000.451.30420	2,802.80
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Planning	06/08/2016	Legal	101.45.3200.419.30420	1,092.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Police	06/08/2016	Legal	101.42.4000.421.30420	272.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Public Works	06/08/2016	Legal	101.43.5000.441.30420	132.00
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	101.41.1100.413.50025	19.25
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	26.95
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	38.50
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	26.95
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	26.95
LILLIE SUBURBAN NEWSPAPERS	5/29/15 001363	06/01/2016	Payroll	101.41.1100.413.50025	19.25
LILLIE SUBURBAN NEWSPAPERS	5/29/15 001363	06/01/2016	Payroll	101.41.1100.413.50025	61.60
LILLIE SUBURBAN NEWSPAPERS	5/29/15 001363	06/01/2016	Payroll	101.41.1100.413.50025	35.50
LILLIE SUBURBAN NEWSPAPERS	5/29/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	30.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.41.1100.413.50025	723.80
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.41.1100.413.50025	53.90
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.41.2000.415.50025	646.80
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	53.90
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	26.95
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	34.65
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	30.80
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	30.80
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	26.95
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	101.45.3200.419.50025	26.95
LOCAL GOVERNMENT INFORMATION SYSTEM (41824		05/25/2016	106325	101.42.4000.421.70501	1,844.00
LOCAL GOVERNMENT INFORMATION SYSTEM (41834		05/25/2016	111541	101.42.4200.423.30700	124.00
M & J SERVICES, LLC	1438	06/08/2016	5/18/16	101.43.5200.443.40046	965.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1212632	06/08/2016	JUNE 2016 012439	101.203.2031700	2,637.06
METROPOLITAN COUNCIL	MAY 2016	06/08/2016	MAY 2016	101.41.0000.3414000	(770.35)
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0053029	05/27/2016	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0053030	05/27/2016	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	226.58
MN DEPT OF REVENUE	INV0052373	06/01/2016	STATE WITHHOLDING	101.203.2030300	0.87
MN DEPT OF REVENUE	INV0053047	05/27/2016	STATE WITHHOLDING	101.203.2030300	19,380.74
MN DEPT OF REVENUE	INV0053052	05/27/2016	STATE WITHHOLDING	101.203.2030300	87.48
MN LIFE INSURANCE CO	JUNE 2016	06/08/2016	POLICY #0027324	101.203.2030900	3,052.50
MN LIFE INSURANCE CO	JUNE 2016	06/08/2016	POLICY #0027324	101.42.4000.421.20620	(21.62)
MN NCPERS LIFE INSURANCE	JUNE 2016	06/08/2016	JUNE 2016	101.203.2031600	320.00
MONTGOMERY, TYLOR	5/25/16	05/25/2016	REPLACE CK#120556	101.43.5200.443.10100	338.20
MOORE MEDICAL LLC	99080605 I	06/08/2016	21185816	101.42.4200.423.60065	444.57
MOORE MEDICAL LLC	99080686 I	06/08/2016	21185816	101.42.4200.423.60065	216.00
MOORE MEDICAL LLC	99082849 I	06/08/2016	21185816	101.42.4200.423.60065	55.00
NATURE CALLS, INC.	24619	05/25/2016	APRIL 2016	101.44.6000.451.40065	1,445.00
NEWMAN SIGNS INC	TI-0298316	06/08/2016	INV001	101.43.5200.443.60016	2,098.52
PERA	CM0001270	05/02/2016	PERA COORDINATED PLAN	101.203.2030600	(32.64)
PERA	CM0001271	05/02/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	(2.51)
PERA	INV0053038	05/27/2016	PERA COORDINATED PLAN	101.203.2030600	33,583.42
PERA	INV0053039	05/27/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,583.27
PERA	INV0053040	05/27/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0053041	05/27/2016	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0053042	05/27/2016	PERA POLICE & FIRE PLAN	101.203.2030600	13,085.51
PERA	INV0053043	05/27/2016	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	19,628.30
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	101.42.4000.421.50070	12.00
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	101.42.4000.421.50075	16.99
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	101.42.4000.421.50080	8.99
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	101.42.4000.421.60065	4.00
PINE BEND PAVING, INC.	16-250	06/08/2016	5/17/16	101.43.5200.443.60016	858.40
PINE BEND PAVING, INC.	16-251	06/08/2016	5/17/16	101.43.5200.443.60016	224.84
PRECISE MRM	IN200-1008707	06/08/2016	000208	101.43.5200.443.30700	24.73
PROFESSIONAL LAW ENFORCEMENT ASSISTAN	5/18/16	05/25/2016	PAM HINTON REGISTRATION	101.42.4000.421.50080	55.00
RIVERLAND COMMUNITY COLLEGE	147769	05/25/2016	101507	101.42.4200.423.50080	350.00
SEXTON COMPANY, THE	59257	06/08/2016	4115	101.43.5200.443.60045	51.45
SOUTH ST PAUL, CITY OF	6/20-6/22	06/08/2016	SFST & ARIDE TRAINING	101.42.4000.421.50080	50.00
SPRINT	842483314-174	05/25/2016	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-174	05/25/2016	Telephone	101.41.1100.413.50020	69.98
SPRINT	842483314-174	05/25/2016	Telephone	101.41.2000.415.50020	34.99
SPRINT	842483314-174	05/25/2016	Telephone	101.42.4000.421.50020	34.99
SPRINT	842483314-174	05/25/2016	Telephone	101.42.4200.423.50020	34.99
SPRINT	842483314-174	05/25/2016	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-174	05/25/2016	Telephone	101.44.6000.451.50020	34.99
SPRINT	842483314-174	05/25/2016	Telephone	101.45.3200.419.50080	34.99
ST PAUL STAMP WORKS INC	361755	06/01/2016	INVER003	101.42.4200.423.60045	535.59
T MOBILE	5/8/16 494910368	05/25/2016	494910368	101.43.5100.442.50020	49.99
TING TING ZHENG	7/6/15	07/15/2015	LICENSE REIMBURSEMENT R0013207	101.41.0000.3217500	50.00
TOTAL CONSTRUCTION & EQUIP.	67651	06/08/2016	CIT001	101.44.6000.451.40047	355.03
TOTAL CONSTRUCTION & EQUIP.	67652	06/08/2016	CIT001	101.43.5400.445.40042	447.59
TWIN CITIES OCCUPATIONAL HEALTH PC	T115812387	06/08/2016	5/24/16	101.41.1100.413.30500	720.00
ULI MINNESOTA	6/8/16	06/01/2016	HOUSING SUMMIT	101.45.3200.419.50080	60.00
UNIFIRST CORPORATION	090 0304031	06/08/2016	1051948	101.43.5200.443.60045	31.39
UNIFIRST CORPORATION	090 0304031	06/08/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0305047	06/08/2016	1051948	101.43.5200.443.60045	31.39
UNIFIRST CORPORATION	090 0305047	06/08/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0306075	06/08/2016	1051948	101.43.5200.443.60045	48.11
UNIFIRST CORPORATION	090 0306075	06/08/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0307068	06/08/2016	1051948	101.43.5200.443.60045	30.51
UNIFIRST CORPORATION	090 0307068	06/08/2016	1051948	101.44.6000.451.60045	29.52
UNIFORMS UNLIMITED	28077-1	05/25/2016	491-1	101.42.4000.421.60045	336.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.42.4000.421.50020	1,277.66
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.42.4200.423.50020	638.31
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.43.5000.441.50020	52.74
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.43.5100.442.50020	343.47
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.43.5200.443.50020	389.18
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.44.6000.451.50020	314.50
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.45.3000.419.50020	51.41
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	101.45.3300.419.50020	1,234.43
Fund: 101 - GENERAL FUND					325,613.02
IGH SENIOR CLUB	6/2/16	06/08/2016	MAY 2016	204.227.2271000	848.00
IGH/SSP COMMUNITY EDUCATION	6/2/16	06/08/2016	SENIOR TRIP	204.227.2271000	1,163.00
MAYER ARTS INC	2844	06/01/2016	5/16/16	204.44.6100.452.30700	940.00
MN SPORTS FEDERATION	5/16/16	06/01/2016	5/16/16	204.44.6100.452.50070	390.00
TRIDISTRICT COMMUNITY ED	1415-1362	05/25/2016	YOUTH BASKETBALL	204.44.6100.452.40065	510.00
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	204.44.6100.452.50020	75.62
Fund: 204 - RECREATION FUND					3,926.62
ARROYO, SHERRI	5/19/16	06/01/2016	REFUND ROOM	205.207.2070300	1.00
ARROYO, SHERRI	5/19/16	06/01/2016	REFUND ROOM	205.44.0000.3492500	14.00
COMMON SENSE BUILDING SERVICES, INC.	38581	06/01/2016	MAY 2016	205.44.6200.453.40040	7,288.05
EZ FITNESS SOLUTIONS, LLC	16-0003	06/01/2016	5/14/16	205.44.6200.453.40042	590.13
HUEBSCH SERVICES	3669507	06/08/2016	92965	205.44.6200.453.40040	56.47
HUEBSCH SERVICES	3669507	06/08/2016	92965	205.44.6200.453.40040	204.79
KEY LOG ROLLING	1357	06/08/2016	2/18/16	205.44.6200.453.70600	600.00
KUSH, JANE	5/26/16	06/08/2016	HEALTH CREDITS	205.44.0000.3490100	40.00
MAAS, RONI	6/3/16	06/08/2016	REIMBURSEMENT	205.44.6200.453.60065	246.57
ST. CROIX VALLEY POPCORN LLC	6/1/16	06/08/2016	6/1/16	205.44.6200.453.76050	542.37
VANCO SERVICES LLC	00007336328	05/25/2016	APRIL 2016	205.44.6200.453.70600	125.20
VANCO SERVICES LLC	00007447807	06/08/2016	MAY 2016	205.44.6200.453.70600	28.75
VANCO SERVICES LLC	00007281346	06/08/2016	MARCH 2016	205.44.6200.453.70600	95.75
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	205.44.6200.453.50020	86.41
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	205.44.6200.453.50020	86.41
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	205.44.6200.453.50020	24.25
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	205.44.6200.453.50020	83.53
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	205.44.6200.453.50020	63.22
Fund: 205 - COMMUNITY CENTER					10,176.90
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Austing	06/08/2016	Legal	290.45.3000.419.30420	368.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 EDA	06/08/2016	Legal	290.45.3000.419.30420	172.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Rauschnot	06/08/2016	Legal	290.45.3000.419.30420	720.00
LILLIE SUBURBAN NEWSPAPERS	5/29/15 001363	06/01/2016	Payroll	290.45.3000.419.50025	73.15
Fund: 290 - EDA					1,333.15
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Heritage Park	06/08/2016	Legal	402.44.6000.451.30420	688.50
Fund: 402 - PARK ACQ. & DEV. FUND					688.50
METROPOLITAN COUNCIL	MAY 2016	06/08/2016	MAY 2016	404.217.2170000	77,035.00
Fund: 404 - SEWER CONNECTION FUND					77,035.00
DCA TITLE APPELVALLEY	6140 DOFFING AVE	06/01/2016	CASTAWAYS MARINA, INC.	425.72.5900.725.80100	115,595.25
Fund: 425 - 2005 IMPROVEMENT FUND					115,595.25
APEX ARENA SOLUTIONS, INC.	2	06/01/2016	10315004	436.44.5900.736.40040	64,991.15
FRANDRUP MASONRY INC.	5	06/01/2016	5/12/16	436.52.5900.736.40047	3,485.00
KIMLEY-HORN & ASSOCIATES, INC.	7834267	06/01/2016	160509027.3	436.73.5900.736.30300	1,654.97
Fund: 436 - 2016 IMPROVEMENT FUND					70,131.12
DOCUNET CORPORATION	4/14/16 2016-09A	05/25/2016	2016-09A	440.74.5900.740.50030	287.29
DOCUNET CORPORATION	4/14/16 2016-09B	05/25/2016	2016-09B	440.74.5900.740.50030	258.80
KIMLEY-HORN & ASSOCIATES, INC.	7834267	06/01/2016	160509027.3	440.74.5900.740.30300	16,733.62
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 #1609D-Impr	06/08/2016	Legal	440.74.5900.740.30420	1,639.00
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	440.74.5900.740.50025	227.20
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	440.74.5900.740.50025	92.40
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	440.74.5900.740.50025	88.55
LILLIE SUBURBAN NEWSPAPERS	6/30/15 001363	06/01/2016	Payroll	440.74.5900.740.50025	50.05
Fund: 440 - PAVEMENT MANAGEMENT PROJ					19,376.91
EAGAN, CITY OF	1ST QTR 2016 UTILITY	06/01/2016	1ST QTR UTILITIES	441.74.5900.741.40030	2,562.34
M & J SERVICES, LLC	1411	06/08/2016	4/19/16	441.74.5900.741.40066	450.00
Fund: 441 - STORM WATER MANAGEMENT					3,012.34
KEYS WELL DRILLING CO	2016018	05/25/2016	4/28/16	444.74.5900.744.40047	17,830.00
KEYS WELL DRILLING CO	2016018-1	06/08/2016	5/31/16	444.74.5900.744.80300	35,255.00
Fund: 444 - PARK CAPITAL REPLACEMENT					53,085.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EVERGREEN LAND SERVICES	00-11596	05/25/2016	5/18/16	446.74.5900.746.30700	1,040.00
EVERGREEN LAND SERVICES	00-11597	05/25/2016	5/18/16	446.74.5900.746.30700	480.00
KIMLEY-HORN & ASSOCIATES, INC.	7819764	06/01/2016	160509026.3	446.74.5900.746.30300	105,180.19
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 #1411-Impr Pi	06/08/2016	Legal	446.74.5900.746.30420	4,303.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 #1512-Impr Pi	06/08/2016	Legal	446.74.5900.746.30420	861.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 #1513-Impr Pi	06/08/2016	Legal	446.74.5900.746.30420	14,238.50
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	446.74.5900.746.50025	269.10
LILLIE SUBURBAN NEWSPAPERS	3/31/15 001363	06/01/2016	Payroll	446.74.5900.746.50025	326.60
LILLIE SUBURBAN NEWSPAPERS	5/29/15 001363	06/01/2016	Payroll	446.74.5900.746.50025	142.00
SATHRE-BERGQUIST, INC.	51337	06/01/2016	4/30/16	446.74.5900.746.30700	1,250.00
Fund: 446 - NW AREA					128,090.39
FRANDRUP MASONRY INC.	5	06/01/2016	5/12/16	447.00.7500.460.40047	4,000.00
Fund: 447 - ADA					4,000.00
BARR ENGINEERING COMPANY	4/25/16	05/25/2016	3/19/16-4/15/16	451.75.5900.751.30700	18,211.50
CITY OF WEST ST. PAUL	2016-0110	06/01/2016	1ST QTR 2016	451.75.5900.751.30700	2,510.57
JOEL CARLSON	5/16/16	05/25/2016	JUNE 2016	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					21,722.07
COMO LUBE & SUPPLIES	598002	05/25/2016	100395	454.43.5500.446.40025	25.00
LIBERTY TIRE RECYCLING, LLC	968486	05/25/2016	5/10/16	454.43.5500.446.40025	165.50
LIBERTY TIRE RECYCLING, LLC	968498	05/25/2016	5/10/16	454.43.5500.446.40025	104.00
Fund: 454 - LANDFILL ABATEMENT					294.50
AUTOMATIC SYSTEMS CO.	30110 S	05/25/2016	INVE01	501.50.7100.512.40043	1,159.10
AUTOMATIC SYSTEMS CO.	30129	06/08/2016	INVE01	501.50.7100.512.40043	251.05
AUTOMATIC SYSTEMS CO.	30166	06/08/2016	INVE01	501.50.7100.512.40043	251.05
EAGAN, CITY OF	1ST QTR 2016 UTILITY	06/01/2016	1ST QTR UTILITIES	501.50.7100.512.40005	12,113.71
GLENN LAWN CARE	373	06/08/2016	5/31/16	501.50.7100.512.30700	1,040.00
GLEWWE DOORS	180289	06/08/2016	5/10	501.50.7100.512.40040	3,496.00
HAWKINS, INC.	3882806	05/25/2016	123649	501.50.7100.512.60019	618.80
HD SUPPLY WATERWORKS LTD	F480276	05/25/2016	099872	501.50.7100.512.40043	1,200.00
HD SUPPLY WATERWORKS LTD	F480276	05/25/2016	099872	501.50.7100.512.75500	530.00
INNOVATIVE OFFICE SOLUTIONS	SUM-025085	05/25/2016	S28777	501.50.7100.512.40040	7,476.87
LAKELAND ENGINEERING EQUIPMENT CO.	12297174-01	06/08/2016	5/20/16	501.50.7100.512.40042	866.04
MN DEPT OF HEALTH	4/1/16-6/30/16	06/08/2016	1190014	501.207.2070100	12,381.00
PATRICIA ANN BUTKOWSKI	5/16/16	05/25/2016	5/16/16	501.50.7100.512.50032	575.00
SAFE-FAST, INC.	INV167904	05/25/2016	INVERGRV01	501.50.7100.512.60045	41.19
SENSUS METERING SYSTEMS	ZA17002595	06/08/2016	418020	501.50.7100.512.40044	1,893.15
SHAPCO PRINTING	6/8/16 POSTAGE	06/08/2016	MAILING	501.50.7100.512.50035	2,444.51
SPRINT	842483314-174	05/25/2016	Telephone	501.50.7100.512.50020	70.18
STANTEC CONSULTING SERVICES INC.	1046415	05/25/2016	92607	501.50.7100.512.30300	427.00
STANTEC CONSULTING SERVICES INC.	1046423	05/25/2016	92607	501.50.7100.512.30300	1,406.00
TOTAL CONSTRUCTION & EQUIP.	67669	06/08/2016	CIT001	501.50.7100.512.40040	299.34
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	501.50.7100.512.50020	515.70
Fund: 501 - WATER UTILITY FUND					49,055.69
DAKOTA CTY TREASURER	MAY 2016	06/08/2016	MAY 2016	502.207.2070100	172.00
EAGAN, CITY OF	1ST QTR 2016 UTILITY	06/01/2016	1ST QTR UTILITIES	502.51.7200.514.40015	23,978.44
MN POLLUTION CONTROL AGENCY	4/5/16	05/25/2016	CLASS SC TEST	502.51.7200.514.50080	45.00
SEXTON COMPANY, THE	59257	06/08/2016	4115	502.51.7200.514.60045	424.50
TEAM LABORATORY CHEMICAL CORP	INV0001423	05/25/2016	231940	502.51.7200.514.60016	330.00
Fund: 502 - SEWER UTILITY FUND					24,949.94
ARAMARK REFRESHMENT SERVICES	1231640	06/01/2016	48128	503.52.8300.524.76100	306.45
ARAMARK UNIFORM SERVICES	1718464081	05/25/2016	792502342	503.52.8600.527.60045	90.96
BREAKTHRU BEVERAGE MINNESOTA WINE & S	1090564651	05/25/2016	102294	503.52.8300.524.76150	137.95
BREAKTHRU BEVERAGE MINNESOTA WINE & S	1090567647	06/08/2016	102294	503.52.8300.524.76150	297.70
BREAKTHRU BEVERAGE MINNESOTA WINE & S	1080477576	06/08/2016	102294	503.52.8300.524.76150	213.30
BUSINESS VOICE	5/31/16	06/08/2016	5/31/16	503.52.8500.526.50025	195.00
CLUB CAR, LLC	608551	06/08/2016	1583420	503.52.8600.527.40042	55.47
COCA COLA BOTTLING COMPANY	0198471602	06/01/2016	5/25/16	503.52.8300.524.76100	473.88
COCA COLA BOTTLING COMPANY	0198471610	06/01/2016	5/25/16	503.52.8300.524.76100	(75.00)
COCA COLA BOTTLING COMPANY	0178457609	06/08/2016	6/2/16	503.52.8300.524.76100	604.56
COLLEGE CITY BEVERAGE	371058	05/25/2016	3592	503.52.8300.524.76150	140.80
COLLEGE CITY BEVERAGE	371134	06/08/2016	3592	503.52.8300.524.76150	478.60
COVERALL OF THE TWIN CITIES INC	7070225533	06/08/2016	707-2469	503.52.8500.526.40040	1,124.81
DENNY'S 5TH AVENUE BAKERY	609701	05/25/2016	IW185	503.52.8300.524.76050	46.80
DENNY'S 5TH AVENUE BAKERY	610361	05/25/2016	IW185	503.52.8300.524.76050	55.14
DENNY'S 5TH AVENUE BAKERY	610637	06/01/2016	IW185	503.52.8300.524.76050	60.92
DENNY'S 5TH AVENUE BAKERY	611408	06/08/2016	IW185	503.52.8300.524.76050	84.04
DENNY'S 5TH AVENUE BAKERY	611409	06/08/2016	IW185	503.52.8300.524.76050	46.47
DEX MEDIA	5/20/16 110360619	06/08/2016	602343	503.52.8500.526.50025	47.29
DRAFT TECHNOLOGIES	05231615	06/01/2016	1190014	503.52.8300.524.40042	50.00
GARY'S PEST CONTROL	50213	06/01/2016	5/23/16	503.52.8500.526.40040	71.90
GERLACH OUTDOOR POWER EQUIP	110168	05/25/2016	109606	503.52.8600.527.40042	708.03
GERLACH OUTDOOR POWER EQUIP	110662	05/25/2016	109606	503.52.8600.527.40042	43.11
GERTENS	392509/1	05/25/2016	100464	503.52.8600.527.60020	186.62
GERTENS	394456/1	06/08/2016	100464	503.52.8600.527.60020	435.36

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER	9109982273	05/25/2016	855256939	503.52.8500.526.60065	100.70
HANCO CORPORATION	823879	06/08/2016	332801	503.52.8600.527.60014	245.77
HANCO CORPORATION	823880	06/08/2016	332801	503.52.8600.527.60014	347.81
HEGGIES PIZZA	1197539	06/08/2016	1708	503.52.8300.524.76050	107.00
JJ TAYLOR DIST. COMPANY OF MN	2528539	05/25/2016	00834	503.52.8300.524.76150	203.00
JJ TAYLOR DIST. COMPANY OF MN	2539214	06/08/2016	00834	503.52.8300.524.76150	203.00
M. AMUNDSON LLP	216835	05/25/2016	902858	503.52.8300.524.76050	181.65
M. AMUNDSON LLP	217226	06/01/2016	902858	503.52.8300.524.76050	191.42
M. AMUNDSON LLP	217709	06/08/2016	902858	503.52.8300.524.76050	129.00
MANSFIELD OIL COMPANY	436753	06/01/2016	24129-04-436753	503.52.8400.525.60021	1,082.74
METRO CASH REGISTER SYSTEMS	79396	05/25/2016	5/9/16	503.52.8000.521.60010	182.98
MTI DISTRIBUTING CO	1059322-00	05/11/2016	402307	503.52.8600.527.40042	908.84
MTI DISTRIBUTING CO	1059322-01	05/11/2016	402307	503.52.8600.527.40042	30.87
MTI DISTRIBUTING CO	1059322-02	05/11/2016	402307	503.52.8600.527.40042	202.82
MTI DISTRIBUTING CO	1060223-00	05/11/2016	402307	503.52.8600.527.40042	185.97
MTI DISTRIBUTING CO	1062013-00	05/18/2016	402307	503.52.8600.527.40042	150.15
MTI DISTRIBUTING CO	1062094-00	05/18/2016	402307	503.52.8600.527.40042	70.16
MTI DISTRIBUTING CO	1060251-00	05/11/2016	402307	503.52.8600.527.40042	(2,083.09)
MTI DISTRIBUTING CO	1061976-00	05/25/2016	402307	503.52.8600.527.60008	38.85
MTI DISTRIBUTING CO	1066033-00	06/08/2016	402307	503.52.8600.527.40042	95.31
NAPA OF INVER GROVE HEIGHTS	457529	05/25/2016	4165	503.52.8600.527.40042	228.77
NAPA OF INVER GROVE HEIGHTS	460742	06/01/2016	160509031.3	503.52.8600.527.60012	65.88
PING	13301714	05/25/2016	4085	503.52.8200.523.76350	177.01
SHAMROCK GROUP	2003295	05/25/2016	07176	503.52.8300.524.76100	80.34
SHAMROCK GROUP	2004032	05/25/2016	07176	503.52.8300.524.76100	180.50
SHAMROCK GROUP	2004271	06/01/2016	07176	503.52.8300.524.76100	177.00
SHAMROCK GROUP	2005532	06/08/2016	07176	503.52.8300.524.76100	51.00
SHAMROCK GROUP	2006601	06/08/2016	07176	503.52.8300.524.76100	82.50
SUMMIT FACILITY & KITCHEN SERVICE	108959	05/25/2016	5/6/15	503.52.8300.524.40042	263.00
SUPERIOR TURF SERVICES INC	12501	06/08/2016	5/26/16	503.52.8600.527.60035	778.76
TAYLOR MADE GOLF COMPANY INC	31697185	05/25/2016	602343	503.52.8200.523.76200	119.70
TOUR EDGE GOLF MFG., INC.	IN-01092426	05/25/2016	000717-0001	503.52.8200.523.76250	88.50
US FOODSERVICE	4188467	05/25/2016	03805983	503.52.8300.524.76050	886.36
US FOODSERVICE	4320695	06/01/2016	03805983	503.52.8300.524.76050	1,013.64
US FOODSERVICE	4462753	06/08/2016	03805983	503.52.8300.524.76050	586.70
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	503.52.8500.526.50020	217.94
YAMAHA GOLF & UTILITY, INC.	01-163849	06/08/2016	INVERWOOD	503.52.8400.525.40041	338.34
Fund: 503 - INVER WOOD GOLF COURSE					13,791.05

HEPPNER'S AUTO BODY	41063	05/25/2016	5/9/16	602.00.2100.415.40048	1,328.77
Fund: 602 - RISK MANAGEMENT					1,328.77

ARROW MOWER, INC.	40643	06/08/2016	GROVINVE	603.00.5300.444.40041	52.58
ATCO INTERNATIONAL	10460340	06/08/2016	500981	603.00.5300.444.60012	135.00
BETTS, BETH	1068	05/25/2016	5/10/16	603.00.5300.444.40040	457.47
CAT-PERSONAL SAFETY TRAINING	11522	06/08/2016	2/12/16	603.00.5300.444.60065	204.50
CAT-PERSONAL SAFETY TRAINING	11523	06/08/2016	2/22/16	603.00.5300.444.60065	154.80
CAT-PERSONAL SAFETY TRAINING	11519	06/08/2016	8/6/15	603.00.5300.444.60065	59.00
CLAREY'S SAFETY EQUIPMENT	166469	06/01/2016	090500	603.00.5300.444.80700	2,150.50
COMMON SENSE BUILDING SERVICES, INC.	38581	06/01/2016	MAY 2016	603.00.5300.444.40040	298.00
COMO LUBE & SUPPLIES	598379	06/08/2016	100395	603.00.5300.444.40025	279.97
CONTINENTAL RESEARCH CORP	435483-CRC-1	06/08/2016	IGH0001	603.00.5300.444.60012	218.00
EMERGENCY RESPONSE SOLUTIONS	6467	05/25/2016	5/13/16	603.00.5300.444.80700	595.00
EMERGENCY RESPONSE SOLUTIONS	6454	05/24/2016	5/16/16	603.00.5300.444.80700	234.39
EMERGENCY RESPONSE SOLUTIONS	6529	06/08/2016	5/24/16	603.00.5300.444.80700	344.05
HANCO CORPORATION	821982	06/08/2016	5/25/16	603.00.5300.444.40041	282.24
INDUSTRIAL SAFETY CO.	43866 B	05/25/2016	INVER GROVE	603.00.5300.444.80700	1,842.95
INDUSTRIAL SAFETY CO.	43866 B	05/25/2016	INVER GROVE	603.00.5300.444.80700	1,842.95
INNOVATIVE OFFICE SOLUTIONS	SUM-025085	05/25/2016	S28777	603.00.5300.444.60012	21.99
INVER GROVE FORD	5207934	05/25/2016	5/10/16	603.00.5300.444.40041	16.24
INVER GROVE FORD	6200950/2	05/25/2016	5/10/16	603.00.5300.444.40041	68.99
INVER GROVE FORD	6201385/1	05/25/2016	5/16/16	603.00.5300.444.40041	85.48
INVER GROVE FORD	5208449	06/08/2016	5/17/16	603.00.5300.444.40041	182.03
INVER GROVE FORD	5208514	06/08/2016	5/18/16	603.00.5300.444.40041	156.95
INVER GROVE FORD	5208857	06/08/2016	5/24/16	603.00.5300.444.40041	55.95
INVER GROVE FORD	5208977	06/08/2016	5/25/16	603.00.5300.444.40041	21.55
INVER GROVE FORD	5209003	06/08/2016	5/25/16	603.00.5300.444.40041	(21.55)
INVER GROVE FORD	5209049	06/08/2016	5/26/16	603.00.5300.444.40041	32.23
INVER GROVE FORD	5209132	06/08/2016	5/26/16	603.00.5300.444.40041	142.17
JEFFERSON FIRE & SAFETY, INC.	226866	06/01/2016	INV03	603.00.5300.444.80700	3,727.52
KIMBALL MIDWEST	4895834	05/25/2016	4502557	603.00.5300.444.60012	226.80
L.T.G. POWER EQUIPMENT	201265	05/25/2016	5/6/16	603.00.5300.444.40042	49.00
L.T.G. POWER EQUIPMENT	201575	06/08/2016	5656	603.00.5300.444.40041	125.30
L.T.G. POWER EQUIPMENT	201906	06/08/2016	5656	603.00.5300.444.40041	66.62
L.T.G. POWER EQUIPMENT	201927	06/08/2016	5656	603.00.5300.444.40041	69.90
MACQUEEN EQUIPMENT INC	2163170	05/25/2016	5/6/16	603.00.5300.444.40041	80.77
MACQUEEN EQUIPMENT INC	2163618	06/08/2016	5/27/16	603.00.5300.444.40041	349.06
MACQUEEN EQUIPMENT INC	2163631	06/08/2016	5/31/16	603.00.5300.444.40041	63.69
MANSFIELD OIL COMPANY	450867	06/08/2016	23866-02-450867	603.140.1450060	8,302.75
MANSFIELD OIL COMPANY	450872	06/08/2016	23866-01-450872	603.140.1450060	3,997.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METRO JANITORIAL SUPPLY INC	11014006	06/08/2016	5/24/16	603.00.5300.444.60012	574.69
METRO JANITORIAL SUPPLY INC	11014012	06/08/2016	5/26/16	603.00.5300.444.60012	346.12
MID CITY SERIVCES, INC.	42206	05/25/2016	5/11/16	603.00.5300.444.40065	42.75
MID CITY SERIVCES, INC.	40286	06/08/2016	5/25/16	603.00.5300.444.40065	42.75
MIDWAY FORD	107884	05/25/2016	5/11/16	603.00.5300.444.80700	24,414.24
MIDWEST LIFT WORKS LLC	1420	05/25/2016	1/11/16	603.00.5300.444.40040	322.26
MIDWEST LIFT WORKS LLC	1432	05/25/2016	5/17/16	603.00.5300.444.40040	1,718.93
MN DEPT OF REVENUE	5/23/16	05/23/2016	APRIL 2016	603.00.5300.444.60021	266.19
MTI DISTRIBUTING CO	1062137-00	05/18/2016	91180	603.00.5300.444.40041	128.47
MTI DISTRIBUTING CO	1063796-00	05/25/2016	91180	603.00.5300.444.40041	29.51
MTI DISTRIBUTING CO	1063837-00	05/25/2016	91180	603.00.5300.444.40041	96.72
MTI DISTRIBUTING CO	1064669-00	06/08/2016	91180	603.00.5300.444.40041	201.11
MTI DISTRIBUTING CO	1063796-01	06/08/2016	91180	603.00.5300.444.40041	29.51
MTI DISTRIBUTING CO	1064669-01	06/08/2016	91180	603.00.5300.444.40041	94.32
NELSON AUTO CENTER	F 6867	06/08/2016	4/15/16	603.00.5300.444.80700	26,595.39
NUSS TRUCK AND EQUIPMENT	4479536P	05/25/2016	38679B	603.00.5300.444.40041	225.36
NUSS TRUCK AND EQUIPMENT	1718	06/08/2016	5/20/16	603.00.5300.444.80400	164,934.00
NUSS TRUCK AND EQUIPMENT	491942	06/08/2016	38679B	603.00.5300.444.40041	962.69
O' REILLY AUTO PARTS	1767-205150	05/25/2016	1578028	603.00.5300.444.40041	6.12
O' REILLY AUTO PARTS	1767-205183	05/25/2016	1578028	603.00.5300.444.40041	122.24
O' REILLY AUTO PARTS	1767-205222	05/25/2016	1578028	603.00.5300.444.40041	429.98
O' REILLY AUTO PARTS	1767-205370	05/25/2016	1578028	603.00.5300.444.40041	159.92
O' REILLY AUTO PARTS	1767-205491	05/25/2016	1578028	603.00.5300.444.40041	(116.00)
O' REILLY AUTO PARTS	1767-205492	05/25/2016	1578028	603.00.5300.444.40041	3.95
O' REILLY AUTO PARTS	1767-205668	05/25/2016	1578028	603.00.5300.444.40041	43.00
O' REILLY AUTO PARTS	1767-205736	05/25/2016	1578028	603.00.5300.444.40041	1.54
O' REILLY AUTO PARTS	1767-205830	05/25/2016	1578028	603.00.5300.444.40041	3.34
O' REILLY AUTO PARTS	1767-205839	05/25/2016	1578028	603.00.5300.444.40041	9.65
O' REILLY AUTO PARTS	1767-206405	05/25/2016	1578028	603.00.5300.444.40041	11.68
O' REILLY AUTO PARTS	1767-206406	05/25/2016	1578028	603.140.1450050	31.89
O' REILLY AUTO PARTS	1767-206495	05/25/2016	1578028	603.00.5300.444.40041	49.36
O' REILLY AUTO PARTS	1767-206647	06/08/2016	1578028	603.00.5300.444.40041	19.91
O' REILLY AUTO PARTS	1767-206713	05/25/2016	1578028	603.140.1450050	10.78
O' REILLY AUTO PARTS	1767-206715	06/08/2016	1578028	603.00.5300.444.40041	443.49
O' REILLY AUTO PARTS	1767-206739	06/08/2016	1578028	603.140.1450050	26.95
O' REILLY AUTO PARTS	1767-206740	06/08/2016	1578028	603.140.1450050	(31.89)
O' REILLY AUTO PARTS	1767-20686	05/25/2016	1578028	603.140.1450050	95.08
O' REILLY AUTO PARTS	1767-206860	06/08/2016	1578028	603.140.1450050	12.95
O' REILLY AUTO PARTS	1767-206861	06/08/2016	1578028	603.140.1450050	95.08
O' REILLY AUTO PARTS	1767-206862	06/08/2016	1578028	603.00.5300.444.40041	(19.91)
O' REILLY AUTO PARTS	1767-206906	06/08/2016	1578028	603.00.5300.444.40041	52.30
O' REILLY AUTO PARTS	1767-207098	06/08/2016	1578028	603.00.5300.444.40041	36.52
O' REILLY AUTO PARTS	1767-207104	06/08/2016	1578028	603.00.5300.444.40041	(129.28)
O' REILLY AUTO PARTS	1767-207130	06/08/2016	1578028	603.00.5300.444.40041	112.07
O' REILLY AUTO PARTS	1767-207160	06/08/2016	1578028	603.00.5300.444.40041	36.52
O' REILLY AUTO PARTS	1767-207280	06/08/2016	1578028	603.00.5300.444.40041	137.99
O' REILLY AUTO PARTS	1767-207298	06/08/2016	1578028	603.00.5300.444.40042	19.99
O' REILLY AUTO PARTS	1767-207997	06/08/2016	1578028	603.00.5300.444.40041	9.52
O' REILLY AUTO PARTS	1767-208099	06/08/2016	1578028	603.140.1450050	43.80
O' REILLY AUTO PARTS	1767-208102	06/08/2016	1578028	603.140.1450050	6.90
O' REILLY AUTO PARTS	1767-208123	06/08/2016	1578028	603.00.5300.444.40041	41.06
O' REILLY AUTO PARTS	1767-208124	06/08/2016	1578028	603.00.5300.444.40041	65.68
O' REILLY AUTO PARTS	1767-208172	06/08/2016	1578028	603.140.1450050	45.01
O' REILLY AUTO PARTS	1767-208337	06/08/2016	1578028	603.00.5300.444.40041	9.99
O' REILLY AUTO PARTS	1767-208388	06/08/2016	1578028	603.00.5300.444.40041	7.98
O' REILLY AUTO PARTS	1767-208572	06/08/2016	1578028	603.00.5300.444.40041	21.09
O' REILLY AUTO PARTS	1767-209330	06/08/2016	1578028	603.00.5300.444.60040	13.99
O' REILLY AUTO PARTS	1767-209337	06/08/2016	1578028	603.00.5300.444.40041	5.66
O' REILLY AUTO PARTS	1767-209656	06/08/2016	1578028	603.00.5300.444.60040	(13.99)
O' REILLY AUTO PARTS	1767-209658	06/08/2016	1578028	603.00.5300.444.40041	32.83
O' REILLY AUTO PARTS	1767-209689	06/08/2016	1578028	603.140.1450050	6.42
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	603.00.5300.444.80700	12.00
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	603.00.5300.444.80700	35.75
POMP'S TIRE SERVICE, INC.	980028070	05/25/2016	4502557	603.00.5300.444.40041	440.44
POMP'S TIRE SERVICE, INC.	980021341	05/25/2016	4502557	603.00.5300.444.40041	163.10
POMP'S TIRE SERVICE, INC.	980028481	06/08/2016	4502557	603.00.5300.444.40041	442.96
POMP'S TIRE SERVICE, INC.	980028482	06/08/2016	4502557	603.00.5300.444.60014	490.48
POMP'S TIRE SERVICE, INC.	980028497	06/08/2016	4502557	603.00.5300.444.60014	79.95
POMP'S TIRE SERVICE, INC.	980028560	06/08/2016	4502557	603.00.5300.444.40041	247.32
POMP'S TIRE SERVICE, INC.	980028574	06/08/2016	4502557	603.00.5300.444.40041	49.00
RED POWER DIESEL SERVICE, INC.	10078MN	06/08/2016	5086M	603.00.5300.444.80700	268.00
SEXTON COMPANY, THE	59257	06/08/2016	4115	603.00.5300.444.60045	82.90
SOUTH EAST TOWING	199368	05/25/2016	4/28/16	603.00.5300.444.40042	100.00
TITAN MACHINERY	7696351	06/08/2016	6239910	603.00.5300.444.40041	205.68
TRUCK UTILITIES, INC.	0298077	06/08/2016	000154	603.00.5300.444.40041	2,476.11
UNIFIRST CORPORATION	090 0304031	06/08/2016	1051948	603.00.5300.444.40065	136.78
UNIFIRST CORPORATION	090 0304031	06/08/2016	1051948	603.00.5300.444.60045	31.49
UNIFIRST CORPORATION	090 0305047	06/08/2016	1051948	603.00.5300.444.40065	136.78
UNIFIRST CORPORATION	090 0305047	06/08/2016	1051948	603.00.5300.444.60045	31.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	090 0306075	06/08/2016	1051948	603.00.5300.444.40065	136.45
UNIFIRST CORPORATION	090 0306075	06/08/2016	1051948	603.00.5300.444.60045	31.49
UNIFIRST CORPORATION	090 0307068	06/08/2016	1051948	603.00.5300.444.40065	136.45
UNIFIRST CORPORATION	090 0307068	06/08/2016	1051948	603.00.5300.444.60045	31.49
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	603.00.5300.444.50020	113.78
WESTERN PETROLEUM COMPANY	97397460-41801	05/25/2016	112741	603.00.5300.444.40040	197.20
WESTERN PETROLEUM COMPANY	97398935-41801	05/25/2016	112741	603.00.5300.444.60012	62.85
WESTERN PETROLEUM COMPANY	97398935-41801	05/25/2016	112741	603.140.1450050	38.73
WESTERN PETROLEUM COMPANY	97405135-41801	06/08/2016	1578028	603.00.5300.444.60022	77.64
ZARNOTH BRUSH WORKS	0159895-IN	05/25/2016	INV1669	603.140.1450050	1,118.00
ZARNOTH BRUSH WORKS	0160147-IN	06/08/2016	INV1669	603.00.5300.444.40041	72.45
Fund: 603 - CENTRAL EQUIPMENT					257,415.53
COORDINATED BUSINESS SYSTEMS	CNIN203535	05/25/2016	4502512	604.00.2200.416.40050	2,871.45
COORDINATED BUSINESS SYSTEMS	CNIN211270	06/01/2016	4502512	604.00.2200.416.40050	2,660.35
INNOVATIVE OFFICE SOLUTIONS	SUM-025085	05/25/2016	S28777	604.00.2200.416.60005	161.55
INNOVATIVE OFFICE SOLUTIONS	SUM-025085	05/25/2016	S28777	604.00.2200.416.60010	1,442.26
US BANCORP EQUIPMENT FINANCE, INC.	303652309	05/25/2016	923425	604.00.2200.416.40050	3,087.94
Fund: 604 - CENTRAL STORES					10,223.55
BETTS, BETH	1068	05/25/2016	5/10/16	605.00.7500.460.30700	771.53
COMMON SENSE BUILDING SERVICES, INC.	38581	06/01/2016	MAY 2016	605.00.7500.460.40040	3,746.11
HILLYARD INC	602068528	05/25/2016	274069	605.00.7500.460.60016	470.97
HUEBSCH SERVICES	3662053	06/01/2016	100075	605.00.7500.460.40065	113.54
HUEBSCH SERVICES	3669506	06/08/2016	100075	605.00.7500.460.40065	113.54
LONE OAK COMPANIES	71370	06/08/2016	5/28/16	605.00.7500.460.50035	404.64
LONE OAK COMPANIES	6/1/16	06/01/2016	UTILITY MAILING	605.00.7500.460.50035	1,034.54
LOW VOLTAGE CONTRACTORS	SOI.045005	06/08/2016	85892	605.00.7500.460.40040	357.50
SPOK, INC.	Z0317493E	05/25/2016	0317493-5	605.00.7500.460.40065	5.84
TOTAL CONSTRUCTION & EQUIP.	67390	05/25/2016	CIT001	605.00.7500.460.40047	453.25
Fund: 605 - CITY FACILITIES					7,471.46
CDW GOVERNMENT INC	CWL9143	05/25/2016	2394832	606.00.1400.413.80620	13,771.72
CDW GOVERNMENT INC	CWP7484	06/01/2016	2394832	606.00.1400.413.80610	1,182.80
CDW GOVERNMENT INC	CZC0942	05/25/2016	2394832	606.00.1400.413.80610	798.85
CDW GOVERNMENT INC	BBJ2466	06/01/2016	2394832	606.00.1400.413.80610	551.92
INTEGRA TELECOM	13873518	06/01/2016	645862	606.00.1400.413.50020	1,013.88
SHI INTERNATIONAL CORP	B04907753	06/01/2016	4/28/16	606.00.1400.413.50070	6,280.00
TDS METROCOM	5/13/16 6514577490	05/25/2016	651 457 7490	606.00.1400.413.50020	66.71
VERIZON WIRELESS	9765963728	06/08/2016	Telephone	606.00.1400.413.50020	141.35
WORKS COMPUTING, INC.	25526	05/25/2016	INVER	606.00.1400.413.30700	4,215.14
WORKS COMPUTING, INC.	25807	05/25/2016	INVER	606.00.1400.413.30700	212.50
WORKS COMPUTING, INC.	25809	05/25/2016	INVER	606.00.1400.413.30700	3,561.07
Fund: 606 - TECHNOLOGY FUND					31,795.94
BARR ENGINEERING COMPANY	4/25/16	05/25/2016	3/19/16-4/15/16	702.229.2293002	391.00
BOLTON & MENK, INC.	0190429	06/08/2016	T18.108658	702.229.2288802	592.00
BOLTON & MENK, INC.	0190430	06/08/2016	T18.110347	702.229.2296102	1,184.00
BOLTON & MENK, INC.	0190431	06/08/2016	T18.111066	702.229.2289202	444.00
EMMONS & OLIVIER RESOURCES	00095-0052-4	06/08/2016	00095-0052	702.229.2282002	274.81
EMMONS & OLIVIER RESOURCES	00095-0052-4	06/08/2016	00095-0052	702.229.2287302	1,939.28
EMMONS & OLIVIER RESOURCES	00095-0052-4	06/08/2016	00095-0052	702.229.2293602	2,406.56
EMMONS & OLIVIER RESOURCES	00095-0053-4	06/08/2016	00095-0053	702.229.2286602	6,401.50
EMMONS & OLIVIER RESOURCES	00095-0053-4	06/08/2016	00095-0053	702.229.2295902	247.62
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Athlos Acader	06/08/2016	Legal	702.229.2289102	22.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Blackstone Hi	06/08/2016	Legal	702.229.2294102	1,585.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Blackstone Ri	06/08/2016	Legal	702.229.2289802	10,124.80
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Fleming Addit	06/08/2016	Legal	702.229.2291102	152.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Fofeiture-Emil	06/08/2016	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Forfeiture-Jas	06/08/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Forfeiture-Kei	06/08/2016	Legal	702.229.2291000	483.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Forfeiture-Ric	06/08/2016	Legal	702.229.2291000	60.60
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Forfeiture-Ris	06/08/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Forfeiture-Tar	06/08/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Forfeiture-Tar	06/08/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Gerten's Grov	06/08/2016	Legal	702.229.2294602	76.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 IHCC Bldg Ad	06/08/2016	Legal	702.229.2294002	362.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Larson CGA	106/08/2016	Legal	702.229.2298002	253.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Luther Nissan	06/08/2016	Legal	702.229.2282402	390.40
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Pine Bend Lar	06/08/2016	Legal	702.229.2293002	756.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Police-Forfeit	06/08/2016	Legal	702.229.2291000	300.20
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 River Heights	06/08/2016	Legal	702.229.2296202	271.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Simley High S	06/08/2016	Legal	702.229.2303801	231.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Tenney CGA	06/08/2016	Legal	702.229.2284902	187.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Wakota Stora	06/08/2016	Legal	702.229.2288601	247.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/16 Wittmier CGA	06/08/2016	Legal	702.229.2296602	110.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	702.229.2291000	20.75
PETTY CASH - POLICE	5/27/16	05/27/2016	PETTY CASH REQUEST	702.229.2291000	20.75
RENSLOW, PAUL	1759 86TH COURT	06/08/2016	1759 86TH CT	702.229.2290502	1,000.00
SHORT ELLIOTT HENDRICKSON, INC.	315368	05/25/2016	4340	702.229.2293301	229.34
XCEL ENERGY-WESCOTT	5/13/16	05/25/2016	5/13/16	702.229.2295102	714.00
Fund: 702 - ESCROW FUND					31,524.61
Grand Total					1,261,637.31

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Subscription Transfer Consent Amendment and Estopple Agreement with New Energy Equity LLC

Meeting Date: June 13, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson

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

Pursuant to Section 17.2.1 of the Purchase Power Agreement with New Energy Equity LLC, the Council is asked to provide its approval of the City’s subscription transfer consent of our agreement with New Energy Equity LLC to AEP OnSite Partners LLC.

SUMMARY

On December 14, 2015, the City Council entered in to a Purchase Power Agreement (PPA) with New Energy Equity LLC as a part of a energy savings contract with Apex Arena Solutions SBC. The agreement covered the installation of solar panels on the roof of City Hall and the VMCC.

Pursuant to Section 17.2.1 of the contract, New Energy Equity LLC is seeking the City’s consent to transfer the contract to AEP OnSite Partners LLC. Under the terms of the contract the City can not unreasonable withhold our consent. The City Attorney’s office advises that consent should be provided.

CONSENT, AMENDMENT AND ESTOPPEL AGREEMENT

This CONSENT, AMENDMENT AND ESTOPPEL AGREEMENT, dated as of June ____, 2016 (this "Agreement"), is made by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and New Energy Equity, LLC, a Maryland limited liability company ("Developer"), for the benefit of AEP OnSite Partners, LLC, a Delaware limited liability company ("OnSite").

RECITALS

A. The City and Developer entered into that certain Solar Photovoltaic Power Purchase Agreement, dated as of June 11, 2016 (the "PPA").

B. Pursuant to a Purchase Agreement (the "Purchase Agreement") between Developer and OnSite, OnSite will acquire all of Developer's right, title and interest in and to the PPA, and will assume all of Developer's obligations thereunder as of the date of the Purchase Agreement.

C. The City and Developer are executing and delivering this Agreement as a material inducement to OnSite entering into the Purchase Agreement.

AGREEMENT

1. Consent. Provided that OnSite acquires all of Developer's right, title and interest in and to the PPA and assumes all of Developer's obligations thereunder and provides the City with evidence of the same, the City hereby unconditionally and irrevocably consents to the assignment by Developer of its right, title and interest in, and the assumption by OnSite of Developer's obligations under, the PPA pursuant to the Purchase Agreement.

2. Amendments to PPA. The PPA is hereby amended as follows:

- a. Section 12.1.6 is amended by replacing "ninety (90)" with "one hundred eighty (180)."
- b. Section 14.4 is amended by replacing "forty-five (45)" with "one hundred eighty (180)"
- c. Section 15.2.2 is amended by replacing "within thirty (30) days after such termination" with "within one hundred eighty (180) days after such termination."
- d. Section 16.1.1(b) is amended by replacing "occurrence form" with "claims-made form."
- e. Section 16.3 is amended by deleting "certified copies of" from the first sentence thereof.

3. Estoppel. To induce OnSite to enter into the Purchase Agreement, the City hereby certifies and agrees as follows:

a. PPA. The PPA (i) attached hereto as Exhibit A is a true, correct and complete copy thereof as of the date hereof, (ii) was duly authorized, executed and delivered by the City, (iii) is in full force and effect and is a valid and binding obligation of the City, enforceable in accordance with its terms, (iv) except as provided in this Agreement, has not been amended or modified, and (v) constitutes the entire PPA.

b. Consents and Approvals. The City has received the third party authorizations referred to in Section 3.1.2 of the PPA, and there is no mortgage or other lien or lease burdening the Premises as referenced in Section 3.1.2 (nor is any such mortgage, lien or lease currently contemplated).

c. No Claims. The City is aware of no current claims against Developer under, relating to the subject matter of, or arising out of the PPA.

d. No Default. Neither the City, nor to the City's knowledge Developer, (i) is in breach of or default under the PPA.

e. Reliance. The City acknowledges that Purchaser and its affiliates are relying on the estoppel provisions of this Section 3.

f. Power and Authority. The City has the requisite power, authority and capacity to execute and deliver this Agreement and this Agreement has been duly and validly executed and delivered by the City.

4. Governing Law. This Agreement and the legal relations between the parties hereunder shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of laws that would direct the application of the laws of another jurisdiction.

5. Validity. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, each of which will remain in full force and effect. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement will nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto.

6. Electronic Signatures. The delivery of copies of this Agreement and of the signature page by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, will constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. The City's signature transmitted by facsimile or other electronic means will be deemed to be its original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has duly executed or caused this Agreement to be duly executed on the date first written above.

**The City of Inver Grove Heights, a
Minnesota municipal corporation**

By: _____
Name: George Tourville _____
Title: Mayor _____

Attest

Michelle Tesser
City Clerk

**New Energy Equity, LLC, a Maryland
limited liability company**

By: _____
Name: _____
Title: _____

EXHIBIT A

[Attached]

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Additional Outdoor Storage Location

Meeting Date: June 13, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a request memorializing an additional outdoor storage location to be used by the City of Inver Grove Heights for the operations of municipal services.

SUMMARY

On May 23, 2011, the City Council approved six locations within the City for outdoor storage areas for our municipal operations (map attached). It is requested that the Council add a seventh location at the Inver Wood Golf Course (updated map attached). The location could/would be used by Public Works, Utilities, Park, and Golf Course staff to store materials. Staff recommends approval of the attached resolution.

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

RESOLUTION NO. _____

**RESOLUTION MEMORIALIZING THE LOCATIONS TO BE UTILIZED BY THE
CITY FOR OUTDOOR STORAGE**

WHEREAS, the City Council amended the City Code to allow outdoor storage as a permitted use in the P, Institutional Zoning District when associated with local government use;

WHEREAS, the City Council also wanted to memorialize the locations that the City currently utilizes for outdoor storage purposes;

WHEREAS, there are currently six (6) properties owned by the City that are used for outdoor storage and are identified on a map titled Areas Designated for Outdoor Storage, dated May 9, 2011, as attached and on file with the Planning Department;

WHEREAS, these properties have been historically used to store materials and equipment for the construction, operation and maintenance of the City's street, drainage, utility and parks infrastructure;

WHEREAS, the City is seeking an additional seventh (7) site at the Inver Wood Golf Course

WHEREAS, at such time additional sites are identified, they will be presented to the City Council for approval;

WHEREAS, this resolution does not apply to storage related to specific construction projects nor to emergency outdoor storage up to ninety (90) days in length

Adopted by the City Council of Inver Grove Heights this 13th day of June 2016.

AYES:

NAYES:

George Tourville, Mayor

ATTEST:

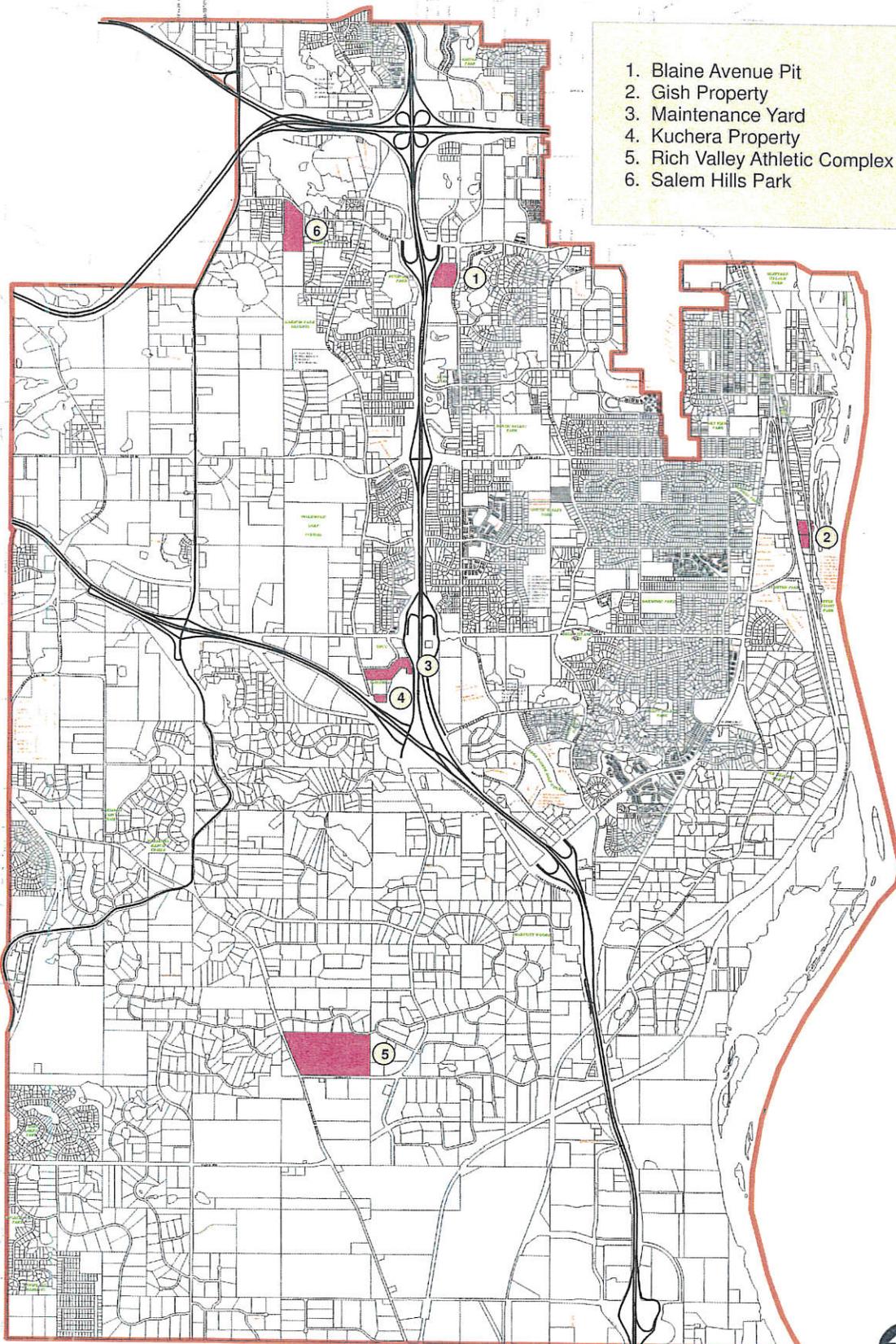
Michelle Tesser, City Clerk



Areas Designated for Outdoor Storage

areas identified by the Public Works and Parks and Recreation Departments

May 9, 2011



1. Blaine Avenue Pit
2. Gish Property
3. Maintenance Yard
4. Kuchera Property
5. Rich Valley Athletic Complex
6. Salem Hills Park



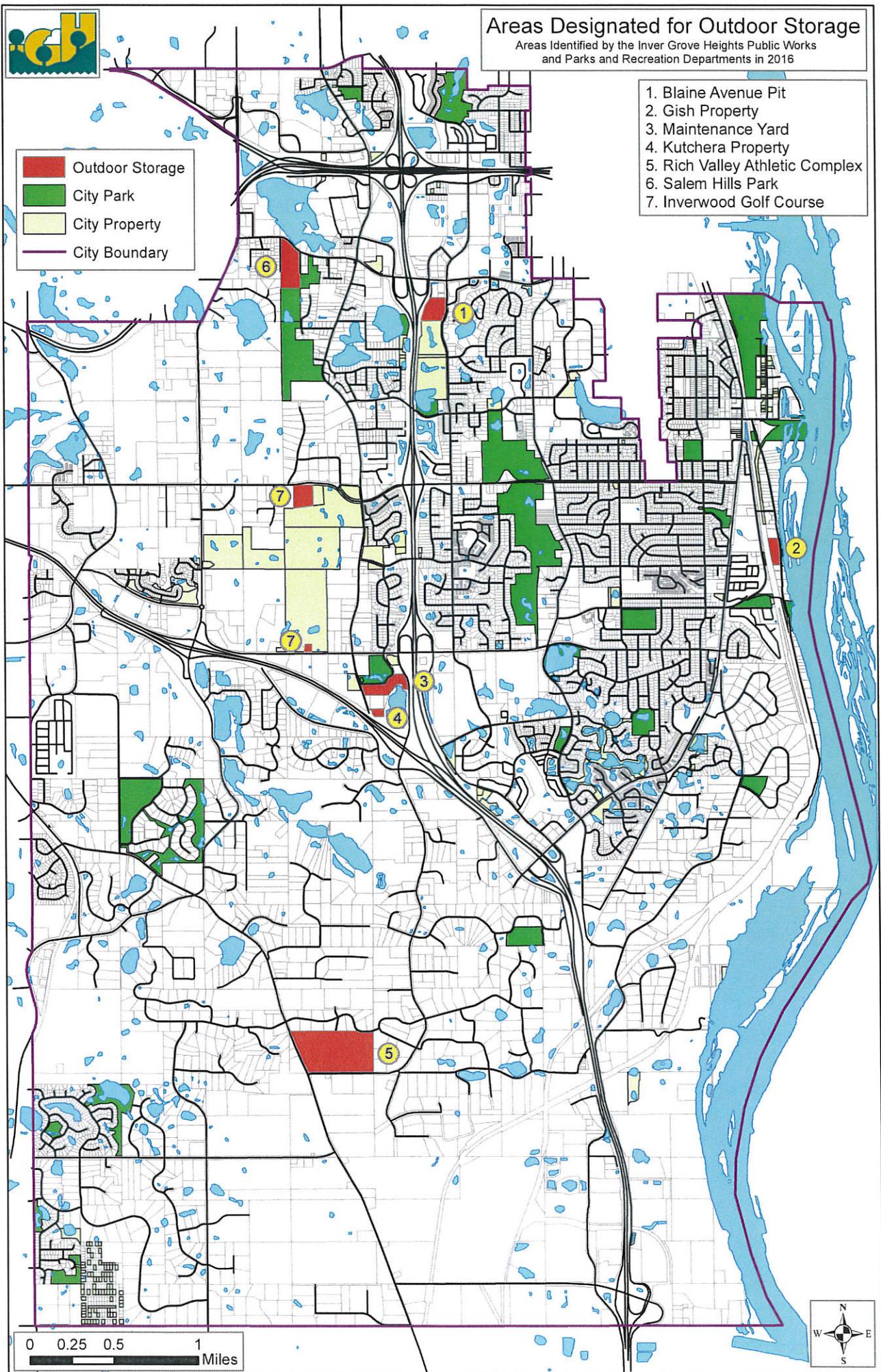


Areas Designated for Outdoor Storage

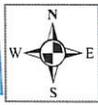
Areas Identified by the Inver Grove Heights Public Works and Parks and Recreation Departments in 2016

- Outdoor Storage
- City Park
- City Property
- City Boundary

- 1. Blaine Avenue Pit
- 2. Gish Property
- 3. Maintenance Yard
- 4. Kutchera Property
- 5. Rich Valley Athletic Complex
- 6. Salem Hills Park
- 7. Inverwood Golf Course



0 0.25 0.5 1 Miles



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 Pond Phase I Subdivision

Meeting Date: June 13, 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 (JPA) between Dakota County and the City of Inver Grove Heights for the construction of the Mendota/Lebanon Regional Trail within the Blackstone Pond Phase I 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 1.46 acres of land in the amount of \$109,500
- County to reimburse the City for 1,370 lineal feet of trail in the amount of \$34,181.50
- County to reimburse the City for 4,910 square feet of retaining walls in the amount of \$129,673.10

With the exception of the land, the City will pay the developer the above amounts for the work the contractor will do 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 any expenses incurred in excess of \$1,500 per year.

**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 PONDS 1ST ADDITION 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 1,370 linear foot segment of bituminous trail in the City of Inver Grove Heights within the Blackstone Ponds 1st Addition 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 “Ponds Phase I 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 Ponds Phase I Project lies within the plat of Blackstone Ponds 1st Addition and consists of the following:

- a. a bituminous trail of an estimated 1,370 linear feet and 10 feet in width with 2 ½ inches of bituminous and 6 inches of class v material ;
- b. a permanent pedestrian trail easement in favor of the County in the form attached hereto as Exhibit A;
- c. grading and pavement of the trail; and
- d. retaining walls located along portions of the trail.

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

WHEREAS, by a Development Contract for Plat of Blackstone Ponds 1st Addition dated June 22, 2015 (Development Contract), the City will cause The Ryland Group, Inc. (now known as CalAtlantic Group, Inc.) (Developer) to construct the Ponds Phase I Project and the County will reimburse the City 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 to the City related to the Ponds Phase I Project.

ARTICLE 2

Parties

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks Department.

ARTICLE 3

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 4

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 5

County's Payment Obligations

5.1. Right-of-Way Cost Contribution Amount. The Ponds Phase I Project trail right-of-way area in Blackstone Ponds 1st Addition is 1.46 acres valued at an amount not to exceed Seventy Five Thousand dollars (\$75,000) per acre, conferring a benefit of One Hundred and Nine Thousand Five Hundred dollars (\$109,500). 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 an amount not to exceed \$109,500 for the permanent pedestrian trail easement for the Ponds Phase I Project. Upon receiving the \$109,500 from the County, the City shall deliver an executed pedestrian trail easement to the County. The pedestrian trail easement shall be in the form and substance similar to the pedestrian trail easement attached to this Agreement as Exhibit A.

- 5.2. Paved Trail Contribution Amount. Upon completion of the grading and pavement of the trail pursuant to the Ponds Phase I Project Plans, the County shall pay the City an amount not to exceed Twenty Four dollars and Ninety Five cents (\$24.95) per linear foot for the grading and pavement. Upon completion of the trail, the Parties shall mutually verify in writing 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 \$24.95 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 related to the paved trail. 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.
- 5.3. Retaining Walls Contribution Amount. Upon completion of the retaining walls pursuant to the Ponds Phase I Project Plans, the County shall pay the City the amount not to exceed Twenty Six dollars and Forty One cents (\$26.41) per square foot for the retaining walls. Upon completion of the retaining walls, the Parties shall mutually verify in writing 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 \$26.41 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.
- 5.4. 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.
- 5.5. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost, scope or cost participation must be approved by the Authorized Representatives of both Parties prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

ARTICLE 6

City's Obligations

- 6.1. Authorized Purposes. The funding provided by County to the City under this Agreement shall only be used by the City for the Ponds Phase I Project as set forth above.

- 6.2. 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 Ponds Phase I 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 Ponds Phase I Project.
- 6.3. 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 Ponds Phase I Project.
- 6.4. City Responsibility for Ponds Phase I Project Delivery and Developer Cooperation. The City will be responsible for executing a separate agreement with the Developer for the plat of Blackstone Ponds 1st Addition that results in the City and Developer being responsible for the construction of approximately 1,370 linear feet 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 Ponds Phase I 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 Ponds Phase I Project per this separate agreement or the management, maintenance, and inspection of the work of the Project.
- 6.5. Delivery of Pedestrian Trail Easement and Trail Right of Entry. To the extent the trail, per the Ponds Phase I Project Plans, lies outside of road right of way, the City shall grant and deliver to the County an executed pedestrian trail easement similar in form and substance to the pedestrian trail easement attached hereto as Exhibit A. To the extent the trail, per the Ponds Phase I 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.
- 6.6. Trail Maintenance. After acceptance of the Ponds Phase I Project by the City and the County, the City will be responsible for maintenance of the trail (not including patching, sealcoating, cracksealing) 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. After the City responsibility for trail maintenance ends, the County is responsible for maintenance of the trail.
- 6.7. Retaining Wall Maintenance by HOA. Pursuant to a “*Retaining Wall Maintenance Agreement For Outlots A, B, C, D, E, F, G, I AND J, Blackstone Ponds 1st Addition*” dated June 22, 2015 and recorded as Dakota County Document No. 3093162 by and between the City of Inver Grove Heights, The Ryland Group, Inc., Peter Andrea Investments, LLC and Blackstone Ponds Homeowners Association (the “*Retaining Wall Maintenance Agreement for Blackstone Ponds 1st Addition*”), the Blackstone Ponds Homeowners Association is responsible for maintaining the retaining walls located in the plat of Blackstone Ponds 1st Addition from and after January 1, 2018. Under the Retaining Wall Maintenance

Agreement for Blackstone Ponds 1st Addition, the City may charge-back to the Blackstone Ponds Homeowners Association any maintenance work that the City performs in the event the Blackstone Ponds Homeowners Association fails to perform its obligations to maintain the retaining walls consistent with the standards set forth in the Retaining Wall Maintenance Agreement for Blackstone Ponds 1st Addition. Maintenance of the Retaining Wall is not the responsibility of the County.

The City and County agree that if the Blackstone Ponds Homeowners Association fails to perform its obligations to maintain the retaining walls consistent with the standards set forth in the Retaining Wall Maintenance Agreement for Blackstone Ponds 1st Addition, the City and County shall cooperate with each other to determine the appropriate course of action and develop a remedial plan to invoke the remedies of the City contained in the Retaining Wall Maintenance Agreement for Blackstone Ponds 1st Addition.

ARTICLE 7

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 Agreement 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 Ponds Phase I 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 8

Reporting, Accounting and Auditing Requirements

- 8.1. 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. City agrees to promptly provide County copies of any accounting records related to this Agreement upon the County's request.
- 8.2. 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.
- 8.3. 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: Steven C. Mielke
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.

8.4. 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

The parties shall provide written notification to each other of any change to the designated liaison. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 9 **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 10 **Termination**

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. For purposes of termination, all days are business days.

ARTICLE 11
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 12
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 13
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 14
Survivorship

The following provisions under this Agreement survive after the termination date of this Agreement: Section 6.2 (Acknowledgement); Article 7 (Indemnification); Article 8 (Reporting, Accounting and Auditing); Article 11 (Minnesota Law to Govern); Article 13 (Severability); and Article 14 (Survivorship).

ARTICLE 15
Future Ponds Phase II Project

The County and the City contemplate that there will be a Ponds Phase II Project consisting of approximately 675 linear feet of trail located in Outlot J of Blackstone Ponds 1st Addition and to be constructed at or about the time Blackstone Ponds 2nd Addition is platted. If the County and the City mutually agree on the scope and extent of Ponds Phase II Project, the Parties present

intention is to create another joint powers agreement or an addendum to this Agreement that will address the responsibility and obligations of the Parties with respect to Ponds Phase II Project.

[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
WITHIN _____, BLACKSTONE PONDS 1ST ADDITION,
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 1**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and 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
KS-16-174

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 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 1
LEGAL DESCRIPTION OF EASEMENT AREA

[to be inserted upon as-built survey being completed]

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request #1 for the VMCC Roofing Project - City Project 2016-14

Meeting Date: June 13, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

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

Recommend Pay Request #1 for the VMCC Roofing Project in the amount of \$361,094.88 to Central Roofing Company.

SUMMARY

The City Council approved the VMCC Roofing Project on March 28, 2016 and awarded the project to Central Roofing Company for a total of \$902,321.

The project is being 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.

OWNER'S COPY



Owner: Inver Grove Heights, 8150 Barbara Ave., Inver Grove Heights, MN 55077	Date: May 27, 2016
For Period: 4/1/2016 to 5/31/2016	Request No 1
Contractor: Central Roofing Company, 4550 Main Street NE, Minneapolis, MN 55421	

CONTRACTOR'S REQUEST FOR PAYMENT

INVER GROVE HEIGHTS

VETERANS MEMORIAL COMMUNITY CENTER ROOF REPLACEMENT AND SPA POOL AREA WALL REPAIRS

STANTEC FILE NO. 193803142

SUMMARY

1	Original Contract Amount		\$ <u>902,321.00</u>
2	Change Order - Addition	\$ <u>0.00</u>	
3	Change Order - Deduction	\$ <u>0.00</u>	
4	Revised Contract Amount		\$ <u>902,321.00</u>
5	Value Completed to Date		\$ <u>380,099.90</u>
6	Material on Hand		\$ <u>0.00</u>
7	Amount Earned		\$ <u>380,099.90</u>
8	Less Retainage 5%		\$ <u>19,005.02</u>
9	Subtotal		\$ <u>361,094.88</u>
10	Less Amount Paid Previously		\$ <u>0.00</u>
11	Liquidated damages -		\$ <u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>1</u>		\$ <u><u>361,094.88</u></u>

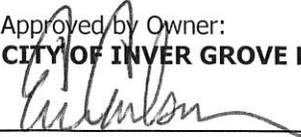
Recommended for Approval by:
STANTEC CONSULTING SERVICES, INC.

See attached for signature _____

Approved by Contractor:
CENTRAL ROOFING COMPANY

See attached for signature _____

Approved by Owner:
CITY OF INVER GROVE HEIGHTS



Specified Contract Completion Date:
June 10, 2016

Date: 6/3/16

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 13607

To Owner: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Project: 216036. Inver Grove Heights Veterans Memorial

Application No.: 1

Period To: 5/31/2016

Distribution to:
 Owner
 Architect
 Contractor

From Contractor: Central Roofing Company
4550 Main Street NE
Minneapolis, MN 55421

Via Architect: Stantec
2335 Highway 36 West
St. Paul MN 55113

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

- 1. Original Contract Sum \$902,321.00
- 2. Net Change By Change Order \$0.00
- 3. Contract Sum To Date \$902,321.00
- 4. Total Completed and Stored To Date \$380,099.90
- 5. Retainage:
 - a. 5.00% of Completed Work \$19,005.02
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$19,005.02
- 6. Total Earned Less Retainage \$361,094.88
- 7. Less Previous Certificates For Payments \$0.00
- 8. Current Payment Due \$361,094.88
- 9. Balance To Finish, Plus Retainage \$541,226.12

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Roofing Company

By: [Signature] Date: 5/22/16

State of: Minnesota County of: Anoka
 Subscribed and sworn to before me this 27 day of May 2016
 Notary Public: KAMBRIA K MORRIS
 My Commission expires: Jan. 31, 2021
 Notary Public
 Minnesota
 My Commission Expires January 31, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 361,094.88

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

ARCHITECT: [Signature] Date: 5.27.2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application No. : 1

Application and Certification for Payment, containing Contractor's signed certification is attached.

Application Date : 05/18/16

In tabulations below, amounts are stated to the nearest dollar.

To: 05/31/16

Use Column I on Contracts where variable retainage for line items may apply.

Architect's Project No.:

Invoice #: 13607 Contract : 216036. Inver Grove Heights Veterans Memorial

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)							
1	General Conditions	143,535.00	0.00		71,767.50	0.00	71,767.50	50.00%	71,767.50	3,588.38
2	Roofing Materials	374,901.00	0.00		187,450.50	0.00	187,450.50	50.00%	187,450.50	9,372.53
3	Roofing Labor	205,521.00	0.00		102,760.50	0.00	102,760.50	50.00%	102,760.50	5,138.03
4	Sheet Metal Materials	20,239.00	0.00		2,023.90	0.00	2,023.90	10.00%	18,215.10	101.20
5	Sheet Metal Labor	41,490.00	0.00		0.00	0.00	0.00	0.00%	41,490.00	0.00
6	Subcontractor - Mechanical	27,500.00	0.00		13,750.00	0.00	13,750.00	50.00%	13,750.00	687.50
7	Subcontractor - Masonry	23,475.00	0.00		2,347.50	0.00	2,347.50	10.00%	21,127.50	117.38
8	Subcontractor - Skylights	65,660.00	0.00		0.00	0.00	0.00	0.00%	65,660.00	0.00
Grand Totals		902,321.00	0.00		380,099.90	0.00	380,099.90	42.12%	522,221.10	19,005.02

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Repair of Basketball and Tennis Courts

Meeting Date: June 13, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Recommend approval of tennis and basket courts re-surfacing and award job to Ray Finley Tennis West for the sum not to exceed \$55,000. Recommend funding from Park Capital Maintenance Fund 444.

SUMMARY

The following tennis and basketball courts are due for scheduled maintenance in 2016:

- Oakwood - two tennis courts. Oakwood Park tennis courts were constructed in 2000. In an effort to extend the life cycle of these courts and delay re-construction costs, it is recommended these courts be crack filled, color-coat surfaced and re-stripped.
- Groveland - ½ basketball court and single tennis courts. Groveland basketball and tennis courts were constructed in 2006 and 2001 respectively. In an effort to extend the life cycle of these courts and delay re-construction costs, it is recommended these courts be crack filled, color-coat surfaced and re-stripped.
- Skyview Park - two tennis courts. Skyview Park tennis courts were constructed in 1999 and is due for maintenance. It is recommended these courts be crack filled, color-coat surfaced and re-stripped.
- Rich Valley - basketball court. Rich Valley basketball court was constructed in 1997 as a part of the parking lot project. It is recommended this court be crack filled, color-coat surfaced and re-stripped.
- Rich Valley - tennis courts are beyond the point where maintenance is recommended.
- Striping of all tennis courts will include striping for pickle ball in addition to tennis court striping.

Quotes were received for the above work from the following contractors:

Upper Midwest Athletic Construction	\$52,600
Ray Finley Tennis West	\$50,997

Recommend awarding 2016 tennis and basketball courts work to Ray Finley Tennis West for the sum not to exceed \$55,000, with funding from Park Capital Maintenance Fund 444. The Park and Recreation Commission is recommending approval.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE SPECIAL MEETINGS

Meeting Date: June 13, 2016
Item Type: Consent
Contact: 651.450.2513
Prepared by: Michelle Tesser, City Clerk
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule special City Council meeting on August 29, 2016 at 7:00 pm in the City Council Chambers.

SUMMARY:

Kristi Smith, Finance Director asked to schedule the special meeting on Monday, August 29, 2016 at 7:00 pm in the Council Chambers for the purposes of discussing the Budget.

Staff will post notice of the special meeting as required.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request of Kladek, Inc. for a Temporary Liquor License Premise Extension to a Designated Outdoor Area on Saturday, July 30, 2016 in conjunction with a Fundraiser with proceeds to “Homes for Our Troops” and Car Show Event

Meeting Date: June 13, 2016
 Item Type: Consent
 Prepared by: Michelle Tesser, City Clerk

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of Kladek, Inc. to extend the premise of the existing liquor license sales area to a designated outdoor area on Saturday, July 30, 2016 in conjunction with a fundraiser and car show event.

SUMMARY:

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

They have provided insurance certification that shows their parking lot is covered in their insurance policy.

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Church of St. Patrick

Meeting Date: June 13, 2016
 Item Type: Consent
 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:

Consider approval of the request from Church of St. Patrick for a temporary liquor license on September 17, 2016 and September 18, 2016.

SUMMARY:

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

The Church will hosting an event and the sale of liquor will be in conjunction with this event. A certificate of liability insurance will be provided to the City prior to the event.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Therapeutic Massage Business and Individual Massage Therapist

Meeting Date: June 13, 2016
 Item Type: Consent
 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: Consider approval of an application by John Halloran for an individual massage therapist license at Salon Fusion, 3705 65th St E, Inver Grove Heights, MN.

SUMMARY:

An application has been submitted by Mr. Halloran for an individual therapeutic massage license. The applicant is a recent graduate of Everest Institute in the field of Massage Therapy. Mr. Halloran submitted the appropriate fees and insurance documentation as required by City Code. He completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving a Resolution Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections

Meeting Date: June 13, 2016
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider Approving a Resolution Appointing the Absentee Ballot Board Judges and Designating them as Deputy City Clerks for the Purpose of Administering Elections.

SUMMARY

The City of Inver Grove Heights has been delegated by Dakota County to issue, accept/reject and count absentee ballots from Inver Grove Heights voters. To carry out the absentee balloting function the City must appoint an Absentee Ballot Board. The Board receives training in Absentee Ballot processing.

The proposed Resolution would appoint the Absentee Ballot Board members as Deputy City Clerks for the purpose of administering the election part of those duties include duplicating ballots of UOCAVA (military and overseas ballots). The newly Election Administration law was passed by the Legislature that requires a City Clerk or Deputy City Clerk provide the voter seven (7) days before the Election the choice to complete an Absentee Ballot without an envelope and after completion the ballot will be deposited into the ballot box. The overseeing official performing this act must be designated the Municipal Clerk or a Deputy Clerk. (203B.081 Subd 3 (e)).

The City processes hundreds of Absentee Ballots, with the newly passed law we will see more Absentee Ballots because of the ability to deposit the ballot in to the ballot box starting August 2, 2016. The City Clerk needs to have alternative staff to help during Elections.

It's the authority of the City Council that must designate those on the Absentee Ballot Board as Deputy City Clerks. Staff asks the Council to consider approval of the Resolution before the June 24, 2016 acceptance of Absentee Ballot start date.

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

RESOLUTION NO. _____

**RESOLUTION DESIGNATING DEPUTY CITY CLERKS TO
SERVE ON THE ABSENTEE BALLOT BOARD**

WHEREAS, Minn. Stat. 203B.05 allows counties to designate municipalities to administer absentee balloting; and

WHEREAS, Dakota County has designated the City of Inver Grove Heights to administer absentee ballots for Inver Grove Heights voters; and

WHEREAS, Minn. Stat. 203B.121 requires the City to establish an absentee ballot board, which is responsible for accepting and rejecting all returned absentee ballots; and

WHEREAS, Minn. Stat. 203B.121 allows Deputy City Clerks trained in the processing of absentee ballots to serve on the absentee ballot board; and

WHEREAS, Minn. Stat. 203B.23 requires counties to administer absentee ballots for military and overseas voters and many of these ballots must be duplicated pursuant to Minn. Stat. 206.86 before being counted.

NOW, THEREFORE, BE IT RESOLVED, pursuant to the requirements in Minn. Stat. 203B.121, the following people are hereby designated as Deputy City Clerks for the purposes of serving on the absentee ballot board and administering the 2016 Primary and General Elections: Sandy Scheuble, Bonnie Brings, Barb Kasal, Charlotte Henry, Kathy Mutch, Roxanne Buchanan and Carrie Isaacson.

NOW THEREFORE BE IT FURTHER RESOLVED that the Dakota County Absentee Ballot Board is delegated the duty of duplicating military and overseas absentee ballots when necessary prior to delivery to the city.

Passed by the City Council of Inver Grove Heights this 13th day of June, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Municipal State Aid Street System Adjustments

Meeting Date: June 13, 2016
 Item Type: Consent
 Contact: Tom Kaldunski 651.450.2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TK

SDT

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

PURPOSE/ACTION REQUESTED

Consider adjustments to the Municipal State Aid Street (MSAS) System to reflect Dakota County and 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 is being processed at the request of Dakota County Transportation. Dakota County wishes to establish a County State Aid Highway (CSAH) for Amana Trail from Trunk Highway 3 to Argenta Trail as part of the Argenta Trail realignment. Currently Amana Trail is designated as MSAS 127. Revoking this segment will allow the City to designate an additional 0.77 miles in the future. Furthermore the City concurs Dakota County can designate this segment as a County State Aid Highway (CSAH). The County Board will consider designating this segment as CSAH 28 by the end of 2016. The City Council is asked to concur with the CSAH designation.

I recommend that the Council approve the attached resolution concerning the City's MSAS system.

TDK/me
 Attachment: Resolution
 Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION REVOKING MUNICIPAL STATE AID STREET (MSAS)

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Inver Grove Heights has received a request from Dakota County Transportation Department to revoke the MSAS designation of Amana Trail (MSAS 127), and

WHEREAS, The Dakota County Transportation Department plans to designate this segment of road as a County State Aid Highway (CSAH) in 2016, and

WHEREAS, the City and County are working jointly to improve the intersection of Argenta Trail and Amana Trail as part of City Project 2014-11, and

WHEREAS, modifying the State Aid status of this road segment will be beneficial to both the City and County, and

WHEREAS, the City Council desires to revoke the MSAS designation on the street hereinafter described under the provision.

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

Revocation to the MSAS System

Amana Trail from Argenta Trail (CSAH 63) to South Robert Trail (TH 3)

and it is hereby revoked as a Municipal State Aid Street of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

The City Council of Inver Grove Heights further concurs with Dakota County on the designation to the CSAH system of Amana Trail from Argenta Trail (CSAH 63) to South Robert Trail (TH 3).

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 County State Aid Highway of Dakota County. Also, two certified copies shall be provided to the Dakota County Transportation Department.

Adopted this 13th day of June 2016 by the City Council of the City of Inver Grove Heights, MN.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, Deputy Clerk



City of
Inver Grove Heights
Property Map



0 375 750 1,125 1,500
Feet

Amana Trail to be revoked from the Inver Grove Heights MSA system. Dakota County to establish as a CSAH



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Storm Water Facilities Maintenance Agreement for an Infiltration Basin to be Built at Inver Hills Community College

Meeting Date: June 13, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director



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

PURPOSE/ACTION REQUESTED

Approve Storm Water Facilities Maintenance Agreement for an infiltration basin to be built at Inver Hills Community College.

SUMMARY

Inver Hills Community applied for a building permit to build an addition on their existing gym building. Since no storm water management plans are in place for the site, an infiltration basin was required to be constructed to treat 1" of runoff from the added impervious space. This infiltration basin was requested to help the City meet non-degradation requirements for the Mississippi River and continue improving Inver Hills Community College storm water management facilities.

The College has agreed to install the infiltration basin and has signed the attached storm water facilities maintenance agreement. The owners have agreed to cover any costs incurred by the City for review and inspection of the infiltration basin upon receipt of a City invoice. Inver Hills Community College has a performance bond to ensure that the infiltration basin is established in accordance with City requirements.

It is recommended that the City Council approve the Storm Water Facilities Maintenance Agreement for an infiltration basin to be built at Inver Hills Community College.

TJK/kf

Attachments: Storm Water Facilities Maintenance Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR PROPERTY LOCATED AT 2500 – 80TH STREET E., INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR PROPERTY LOCATED AT 2500 – 80TH STREET E., INVER GROVE HEIGHTS (Agreement) is made, entered into and effective this 13th day of June, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means State of Minnesota, acting by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, and its successors and assigns.

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

The future infiltration basin/area, drain tiles, knife gate valves, storm sewer pipes, drainage areas, drainage pathways, catch basins, manholes, or approved equal, storm water quality structures or storm water collection appurtenances lying within the

Landowner Property identified on the Storm Water Facility Plan in the location shown on the depiction attached hereto as **Exhibit E**.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Removals and Site Plans (C1.1) prepared by Anderson-Johnson Associates, Inc. dated August 12, 2015 and Grading, Utility and Erosion Control Plan (C1.2) prepared by Anderson-Johnson Associates, Inc. dated August 12, 2015 and Landscaping Plan (L1.1) prepared by Wold Architects and Engineers dated August 12, 2015, and approved by the City Engineer on September 24, 2015. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

The Storm Water Facility Plan also includes modifications of the above referenced plan as approved from time to time by the City Engineer.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve plans related to the construction of a building addition and other improvements on the Landowner Property.

Recital No. 3. The City is willing to approve the plans and issue a building permit if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to September 1, 2016, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City. Responsible Owner further agrees to comply with the conditions set forth in the engineering review letter from the City Engineer to the City Associate Planner dated August 3, 2015.

Responsible Owner agrees to provide the City with as-built plans of the Storm Water Facilities upon completion and approval of the Storm Water Facilities by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structures so as to ensure that the structures operate in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller

than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make

payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.8 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 **PAYMENT OF CITY COSTS**

4.1 Reimbursement of City Costs. Within 20 days after billing by the City, Landowner shall pay the City for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks. Bills not paid when due shall incur the standard penalty interest established by the City for utility billings within the City.

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 the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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. Landowner consents 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 Landowner: State of Minnesota
c/o Inver Hills Community College
2500 – 80th Street E
Inver Grove Heights, MN 55076

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF Landowner 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 13th day of June, 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

**STATE OF MINNESOTA
Acting By and Through
The Board of Trustees of the Minnesota
State Colleges and Universities**

By: _____
Laura M. King
Its: Vice Chancellor / Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of June, 2016, before me a Notary Public within and for said County, personally appeared Laura M. King to me personally known, who being by me duly sworn, did say that she is the Vice Chancellor / Chief Financial Officer of the Minnesota State Colleges and Universities system, the State of Minnesota entity named in the foregoing instrument, and that said instrument was signed on behalf of the Minnesota State Colleges and Universities system and the State of Minnesota by authority of the Board of Trustees of the Minnesota State Colleges and Universities system and said Vice Chancellor / Chief Financial Officer acknowledged said instrument to be the free act and deed of the Minnesota State Colleges and Universities system and the State of Minnesota.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

All of Lots Four (4), Thirteen (13) and Sixteen (16) in the State Subdivision of the Northwest Quarter (NW1/4) and all of Lots Seven (7) and Ten (10) in the State Subdivision of the Northeast Quarter (NE1/4) and all of Lot Six (6) in the State Subdivision of the Northeast Quarter (NE1/4) except the North 330 feet of the West 132 feet thereof, and all of Lots Five (5) and Eight (8) in the State Subdivision of the Northeast Quarter (NE1/4) excepting the Eastern one-half thereof and all of Lot Nine (9) in the State Subdivision of the Northeast Quarter (NE1/4) except the Northeast Quarter (NE1/4) thereof, and all those parts of Lots Eleven (11) and Twelve (12) in the State Subdivision of the Northeast Quarter (NE1/4) lying North of the center of SAR 75 and all of that part of Lot Six (6) in the State Subdivision of the Southeast Quarter (SE1/4) of Section Sixteen (16) which lies Northwesterly of the center of SAR 75 and that part of the West Eight (8) acres of Lots Fourteen (14) and Fifteen (15) in the State Subdivision of the Northeast Quarter (NE1/4) lying North of the center of SAR 75 excepting from said Eight (8) acres the following: Beginning at the Northwest corner of said Lot Fourteen (14), said point being 1321.82 feet West of the Northeast corner of Lot Thirteen (13) in the State Subdivision of the Northeast Quarter (NE1/4), thence East a distance of 357.61 feet to the East line of said West Eight (8) acres of that part of Lots Fourteen (14) and Fifteen (15) in the State Subdivision of the Northeast Quarter (NE1/4) lying North of SAR 75, thence South and parallel of said Lot Fourteen (14) a distance of 330.66 feet, thence West a distance of 357.61 feet to a point on the West line of said Lot Fourteen (14), said point being 330.54 feet South of the point of beginning, thence North along said line a distance of 330.54 feet to the point of beginning, all in Section Sixteen (16), Township Twenty-seven (27), Range Twenty-two (22).

EXCEPT:

That part of Lots 9, 12, 14 and 15 of the State Subdivision on the NE ¼ of Section 16, T. 27N., R. 22W., Dakota County, Minnesota described as follows:

Beginning at the southwest corner of the NE ¼ of said Lot 9; thence N. 0 19' 42"E., (assumed bearing) along the west line of said NE ¼ of Lot 9, a distance of 160.00 feet; thence N. 79 25' 18"W., 288.41 feet; thence S. 18 46' 14"E., 307.43 feet; thence southeasterly along a 445.67 foot radius tangential curve concave to the northeast, central angle 22 26' 27" a distance of 174.55 feet; thence S. 41 12'41"E., 199.32 feet; thence N. 84 57'01"E., along said center line, 239.57 feet to the east line of the west 8.00 acres in that part of said Lots 14 and 15 lying north of the center line of C.S.A.H. No. 75; thence N. 0 20'07"E., along said east line 624.84 feet to a point which is 330.66 feet south of the north line of said Lot 14, measured along said east line; thence S. 89 43'29"W., 359.11 feet to a point

on the west line of said Lot 14, which point is 330.54 feet south of the northwest corner of said Lot 14, measured along said west line of Lot 14; thence N. 0 20'07" E., along said west line of Lot 14, a distance of 0.17 feet to the southeast corner of said NE ¼ of Lot 9; thence S. 89 43'50"W., 330.22 feet to the point of beginning and there terminating.

Subject to the rights of the public in C.S.A.H. No. 75 and any other easements of record.

AND EXCEPT:

That part of Lots 9, 12, 14 and 15 of the State Subdivision of the NE ¼ of Section 16, T. 27N., R. 22W., Dakota County, Minnesota described as follows:

Beginning at the southwest corner of the NE ¼ of said Lot 9; thence N. 0 19' 42"E., (assumed bearing) along the west line of said NE ¼ of Lot 9, a distance of 160.00 feet; thence N. 79 25' 18"W., 288.41 feet; thence S. 18 46' 14"E., 307.43 feet; thence southeasterly along a 445.67 foot radius tangential curve concave to the northeast, central angle 22 26'27" a distance of 174.55 feet; thence S. 41 12'41"E., 199.32 feet; thence N. 84 degrees 43' 43"E., 386.63 feet; thence S. 5 degrees 16' 18" E., 301.30 feet to the center line of C.S.A.H. No. 75; thence N. 84 57'01"E., along said center line, 239.57 feet to the east line of the west 8.00 acres in that part of said Lots 14 and 15 lying north of the center line of C.S.A.H. No. 75; thence N. 0 20'07"E., along said east line 624.84 feet to a point which is 330.66 feet south of the north line of said Lot 14, measured along said east line; thence S. 89 43'29"W., 359.11 feet to a point on the west line of said Lot 14, which point is 330.54 feet south of the northwest corner of said Lot 14, measured along said west line of Lot 14; thence N. 0 20'07" E., along said west line of Lot 14, a distance of 0.17 feet to the southeast corner of said NE ¼ of Lot 9; thence S. 89 43'50"W., 330.22 feet to the point of beginning and there terminating.

Subject to the rights of the public in C.S.A.H. No. 75 an any other easements of record.

AND EXCEPT:

Part of Lots 5 and 6 of the State Subdivision of the NE ¼ of Section 16, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the Northwest corner of said NE ¼ of Section 16; thence North 88 degrees 43 minutes 59 seconds East, bearing assumed, along the North line of said Northeast Quarter, a distance of 991.33 feet to the Northwest corner of the E ½ of Lot 5; thence South 0 degrees 32 minutes 40 seconds East, along the West line of said E ½ of said Lot 5, a distance of 60.00 feet to the South line of Dakota County Road Right of Way Map No. 123, on file and of record in the office of the County Recorder, Dakota County, Minnesota, and the point of beginning of the land to be described; thence South 0 degrees 32 minutes 40 seconds East, along said West line of the E ½ of Lot 5, a distance of 535.55 feet; thence South 88

degrees 43 minutes 59 seconds West a distance of 449.53 feet; thence Northwesterly, on a nontangential curve, concave to the Southwest having a radius of 340.00 feet, a central angle of 28 degrees 28 minutes 07 seconds, a chord bearing of North 35 degrees 31 minutes 51 seconds West, a distance of 168.94 feet; thence North 1 degrees 16 minutes 01 seconds West; a distance of 397.32 feet to the South line of said Dakota County Road Right of Way Map No. 123; thence North 88 degrees 43 minutes 59 seconds East, along said Southline, a distance of 550.42 feet to the point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

Infiltration Area Operations and Maintenance Plan

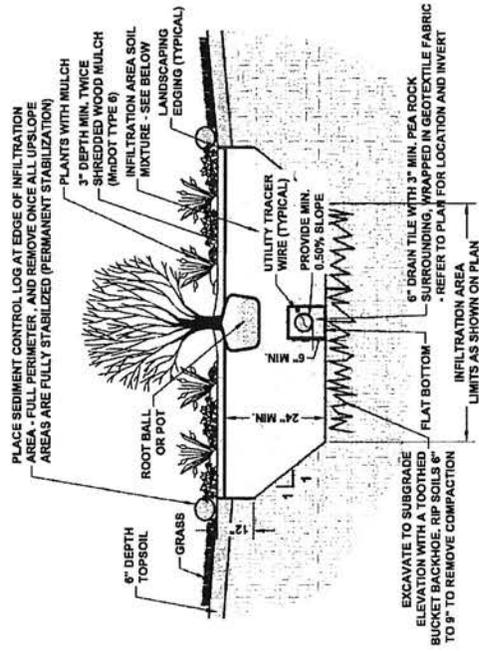
2015 INVER GROVE HEIGHTS
INVER HILLS COMMUNITY
COLLEGE BUILDING ADDITION

August 12, 2015

ANDERSON - JOHNSON
ASSOCIATES,
INC. 
LANDSCAPE ARCHITECTURE • SITE PLANNING • CIVIL ENGINEERING

Stormwater Best Management Practice Operations and Maintenance Plan

Property Address: 2500 East 80th Street, Inver Grove Heights, MN
Infiltration Area



Inspection Activities

- 1) Maintenance Activities
- 2) Self-Inspection
- 3) Maintenance Record

Inspection Activities -- Stormwater Infiltration Area

Inspection Activity	Inspection Frequency	Outcomes/Actions
1. Visual inspection of surrounding area for trash and debris	Weekly and following large storm events	School staff shall clear trash and debris.
2. Inspection for trash and debris	Weekly and following large storm events	School staff shall remove debris on turf.
3. Subsurface water monitoring	Monthly and following large storm events	School staff is to review above items if there is standing water at the surface or in observed underdrain systems 48-72 hours after a storm event.

** For additional information, see MPCA Stormwater Manual http://stormwater.pca.state.mn.us/index.php/Main_Page

Maintenance Activities -- Stormwater Infiltration Area

Maintenance Activity	Frequency	Procedure	Maintenance by
1. Trash and debris removal from infiltration area and immediate surroundings	Weekly as per inspection	Handwork	By Owner unless specified
2. Subsurface water monitoring	As needed based upon failure to drain within 48-72 hours of a storm event	Handwork	By Owner unless specified
3. Soil Replacement	When infiltration capacity is reduced	Removed clogged layer of infiltration area with appropriate equipment and replace with new material.	By Owner unless specified

** For additional information, see MPCA Stormwater Manual https://stormwater.pca.state.mn.us/index.php/Main_Page

Infiltration Area Property Owner Self Inspection and Maintenance Record

BMP ID			Location : Inver Hills Community College
Owner			
Inspection Date		Inspector	

		Comments and location:
Trash/Debris	Yes/No	
	24 hours	
	48 hours	
	72 hours	
	120 hours	
Additional Inspection Comments - dewatering, weed types, specific vegetation needs, etc.		

Maintenance Required	Yes/No	Immediate Maintenance Required
Maintenance completed date		Maintenance Contractor
Maintenance Comments:		

Please keep this self inspection record for the reference infiltration at Inver Hills Community College.
Retain the original document and submit a copy annually to:

City Engineer - City Administrator
City of Inver Grove Heights
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):	
LOCATION:				POND ID:	
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	SPCD	OTHER
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP	PRESENT:		Y	N	
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:				
ODOR	Y	N	COMMENTS:		
COLOR	Y	N	COMMENTS:		
FLOATABLES IN DISCHARGES	Y	N	COMMENTS:		
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:		
MAINTENANCE PERFORMED:					
SIGNED:				DATE:	

* Minor Maintenance: i.e. regroat joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

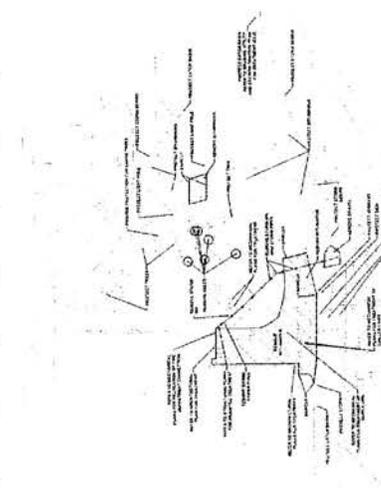
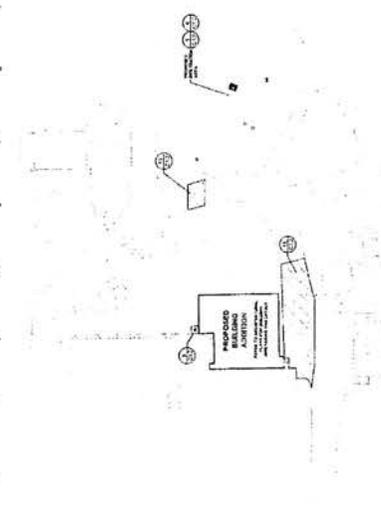
EXHIBIT D STORM WATER FACILITY PLAN

INNER HILLS COMMUNITY COLLEGE
COMMUNITY COLLEGE
BUILDING ADDITION

INNER HILLS COMMUNITY COLLEGE
200 EAST 10TH STREET
MINNEAPOLIS, MN 55454

WOLD architects engineers
www.woldae.com
1000 W. WASHINGTON AVENUE
SUITE 100
MINNEAPOLIS, MN 55408
612.338.1100

AJA
ARCHITECTS
1000 W. WASHINGTON AVENUE
SUITE 100
MINNEAPOLIS, MN 55408
612.338.1100



GENERAL NOTES:

1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT.
3. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
4. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
5. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
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17. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
18. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
19. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
20. ALL EXISTING UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.

REMOVALS PLAN

REMOVALS NOTES:

1. REMOVE EXISTING CONCRETE CURB AND GUTTER.
2. REMOVE EXISTING SIDEWALK.
3. REMOVE EXISTING SIDEWALK.
4. REMOVE EXISTING SIDEWALK.
5. REMOVE EXISTING SIDEWALK.

LEGEND:



SITE PLAN

SITE PLAN NOTES:

1. REMOVE EXISTING CONCRETE CURB AND GUTTER.
2. REMOVE EXISTING SIDEWALK.
3. REMOVE EXISTING SIDEWALK.
4. REMOVE EXISTING SIDEWALK.
5. REMOVE EXISTING SIDEWALK.

LEGEND:



REMOVALS AND SITE PLANS

C1.1

DATE: 07/10/2010

PROJECT: INNER HILLS COMMUNITY COLLEGE BUILDING ADDITION

SCALE: AS SHOWN

DESIGNED BY: [Name]

CHECKED BY: [Name]

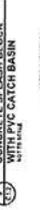
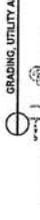
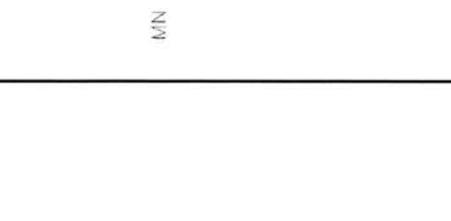
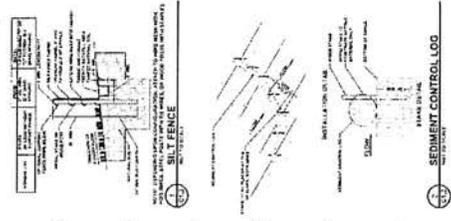
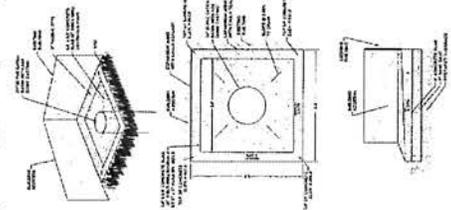
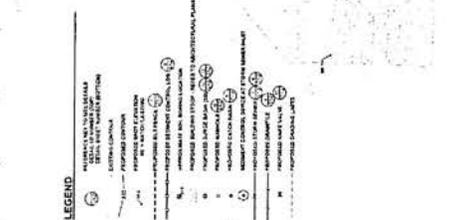
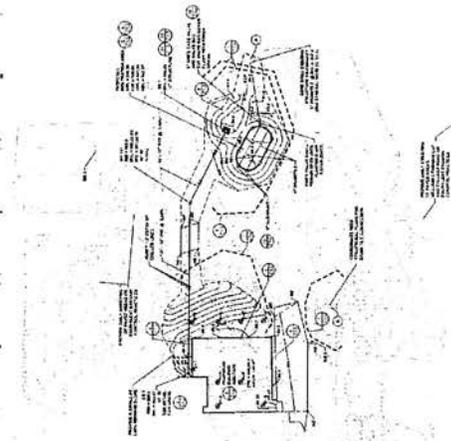
DATE: 07/10/2010

INNER HILLS
COMMUNITY COLLEGE
PHASE II
BUILDING ADDITION

INNER HILLS COMMUNITY
COLLEGE
200 EAST 8TH STREET
MANKATO, MN 56001



AJA
ARCHITECTS



NOTES

- REFER TO PROJECT MANUAL FOR GENERAL NOTES.
- SEE SPECIFICATIONS FOR MATERIALS AND METHODS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MNCSS AND MNCSD SPECIFICATIONS.
- ALL MATERIALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MNCSS AND MNCSD SPECIFICATIONS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MNCSS AND MNCSD SPECIFICATIONS.

BENCHMARKS SHALL BE SET BY THE ENGINEER.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MNCSS AND MNCSD SPECIFICATIONS.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/11
2	ISSUED FOR CONSTRUCTION	10/15/11
3	ISSUED FOR CONSTRUCTION	10/15/11
4	ISSUED FOR CONSTRUCTION	10/15/11

GRADING, UTILITY
AND
EROSION CONTROL
PLAN

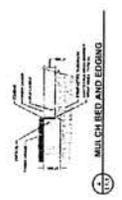
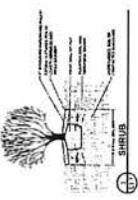
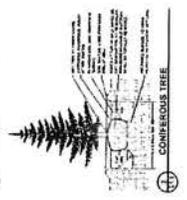
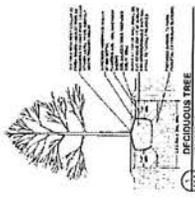
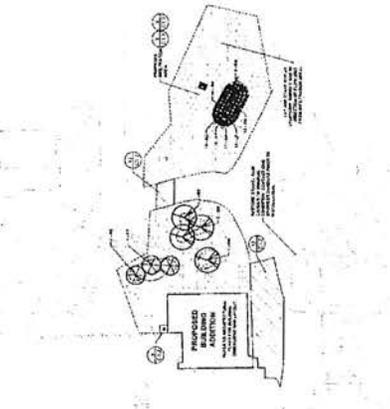
DATE: 10/15/11
SCALE: AS SHOWN

C1.2

INVER HILLS COMMUNITY COLLEGE
 1000 UNIVERSITY AVENUE
 BUILDING ADDITION

INVER HILLS COMMUNITY COLLEGE
 COLLEGE BUILDING
 1000 UNIVERSITY AVENUE
 INVER HILLS, MN 55127

WOLD
 architects
 engineers
 www.woldae.com
 1000 UNIVERSITY AVENUE
 INVER HILLS, MN 55127
 952.435.1100



LANDSCAPING PLAN

LANDSCAPING PLAN NOTES:

1. TREE PLANTING: ALL TREE PLANTINGS SHALL BE DONE BY A LICENSED LANDSCAPE ARCHITECT OR A LICENSED LANDSCAPE CONTRACTOR.
2. TREE PLANTING: ALL TREE PLANTINGS SHALL BE DONE BY A LICENSED LANDSCAPE ARCHITECT OR A LICENSED LANDSCAPE CONTRACTOR.
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LEGEND

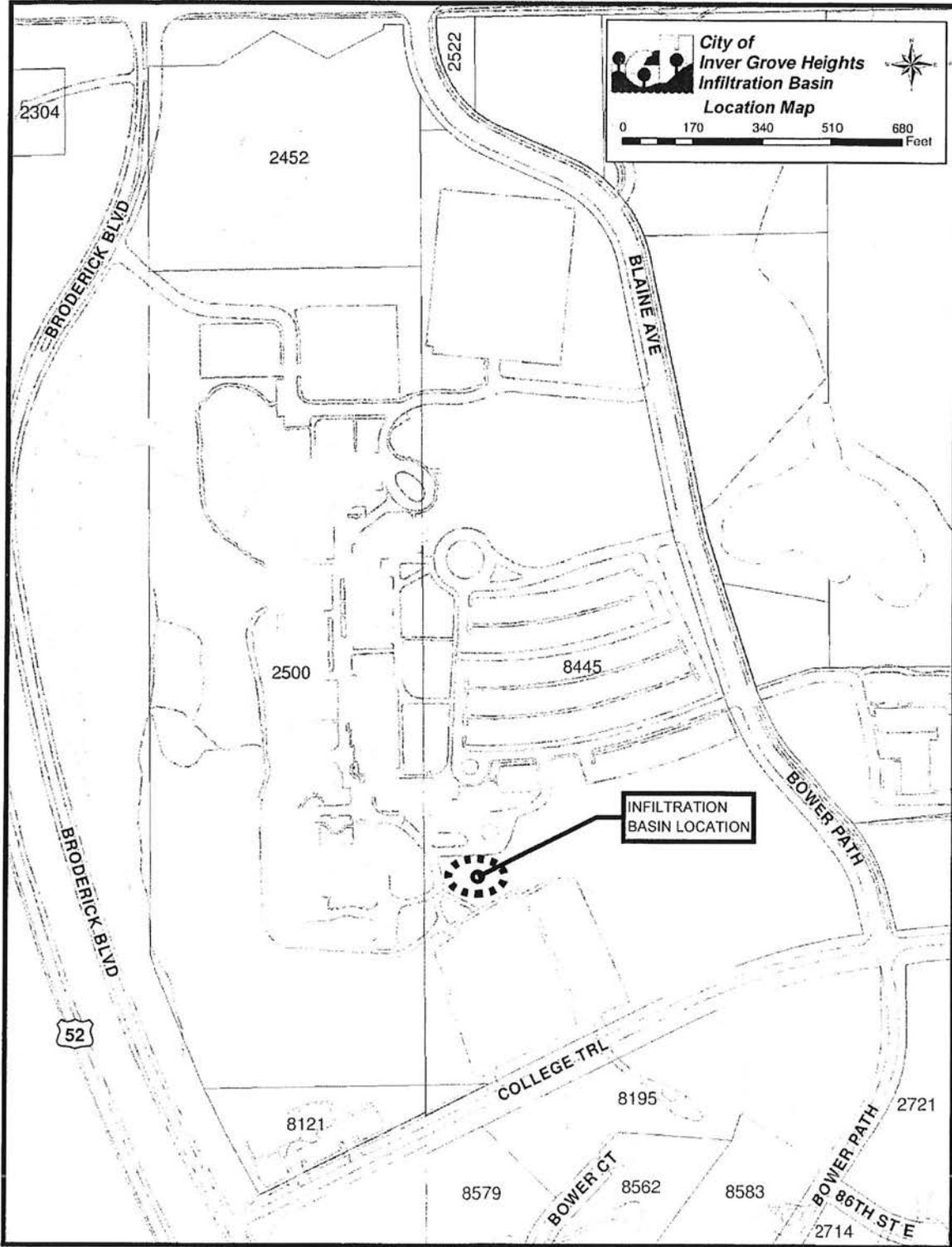
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NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/1/2010
2	REVISED PER COMMENTS	10/15/2010
3	REVISED PER COMMENTS	10/20/2010
4	REVISED PER COMMENTS	10/25/2010
5	REVISED PER COMMENTS	10/30/2010
6	REVISED PER COMMENTS	11/5/2010
7	REVISED PER COMMENTS	11/10/2010
8	REVISED PER COMMENTS	11/15/2010
9	REVISED PER COMMENTS	11/20/2010
10	REVISED PER COMMENTS	11/25/2010

LANDSCAPING PLAN

L1.1

EXHIBIT E
DEPICTION OF LOCATION OF STORM WATER FACILITIES



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Proposal for Professional Services for Preparation of Regional Solicitation Application for 117th Street

Meeting Date: June 13, 2016
Item Type: Consent
Contact: Scott D. Thureen, Public Works Director
Prepared by: Scott D. Thureen, 651-450-2571
Reviewed by: *SDT*

	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Fund 406

PURPOSE/ACTION REQUESTED

Consider proposal for professional services for preparation of Regional Solicitation Application for 117th Street.

SUMMARY

The segment of 117th Street East between T.H. 52 and Rich Valley Boulevard has the functional classification of minor arterial. As such, it is eligible to be considered for federal funding through the Metropolitan Council’s Regional Solicitation process.

A number of Council members contacted me when the notice for the Regional Solicitation process was received. I indicated that we did not have any eligible road segments under City jurisdiction that needed improvement. This answer was provided under the assumption that 117th Street would be turned-over to Dakota County as part of transportation system revisions that would result from the Pine Bend Area Arterial Connector Study.

Since that study is still in process, and the application deadline is July 15, 2016, I requested a proposal for preparation of a Regional Solicitation application from SRF Consultants, Inc. SRF has already done some preliminary work with regard to potential 117th Street improvements as part of the Arterial Connector Study. As a result, they could prepare an application prior to the deadline, and do it at a reasonable cost.

The current application is for fiscal years 2020 and 2021. If selected, up to 80 percent of construction costs could be covered by federal funds. The City would be responsible for all other project-associated costs.

If the Arterial Connector Study process result has the City retaining 117th Street, the cost to rebuild it will be solely the City’s. The solicitation application includes the development of a project cost estimate. This information will be of value as the Council considers the Arterial Connector Study and the potential cost implications of not partnering with the County. 117th Street is currently in poor condition and has numerous safety issues. Reconstruction needs to be considered within the next five years. The potential for federal assistance should be pursued. I recommend acceptance of the proposal from SRF in the amount of \$8,000. Funding would come from Fund 406.

SDT/kf
Attachment: Proposal



June 7, 2016

Scott Thureen, Public Works Director
CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES FOR:
2016 REGIONAL SOLICITATION SUBMITTAL
FOR FEDERAL TRANSPORTATION FUNDING

Dear Mr. Thureen,

We are pleased to submit this proposal to provide professional services to prepare a 2016 Regional Solicitation funding application for the reconstruction of 117th Street from County Highway 71 to Minnesota Highway 52. The SRF scope of services are described below along with the assumptions and expectations we have for City staff participation.

SCOPE OF SERVICES

We propose to carry out the work described as follows:

1. SRF will complete the Regional Solicitation application form as outlined by the Metropolitan Council. We will coordinate with City staff to identify the most appropriate improvement category for the 117th Street submittal.
2. SRF will provide materials from previously completed study review of the 117th Street corridor for inclusion into the Regional Solicitation application (i.e., corridor layout, cost estimate(s), turning movement data, heavy commercial vehicle data).
3. City staff will assist by providing other study data not readily available to SRF, written notification to affected agencies, and other supporting materials that will assist with preparing the application.
4. Provide day-to-day project management, administration, and quality control, as well as coordination with City staff. It is anticipated that all coordination with the client can take place remotely.

SCHEDULE

Based on the 2016 Regional Solicitation schedule, application submissions are due to the Metropolitan Council on July 15, 2016 by 5:00 p.m. The City will be responsible for submitting the application.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on a lump sum basis. **Based on our understanding of the application process and the services outlined herein, the cost to prepare the application is \$8,000.00.**

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until authorization is received.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is cvaughn@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Craig Vaughn, P.E. (MN), PTOE
Principal

Attachment A – Standard Terms and Conditions

APPROVED:

(Signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SRF P160460

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ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.



City of Inver Grove Heights

Project Activity Report

By Project Number

Report Dates: 01/01/2013 - 06/07/2016

Project Number	Project Name	Group	Type	Status	Total Activity
<u>1501</u>	PINE BEND AREA ARTERIAL CONNECTER STUD	CI	CAPITAL IMPROVEMENTS	Active	50,910.72
Expenses					
Account Key	Account Name	Category	Vendor Name	Item Number	Activity
<u>1501-435.73.5900.735.3070</u>	435.73.5900.735.30700	N/A - N/A	DAKOTA CTY FINANCIAL SVCS	<u>00018364</u>	39,772.96
	GL Account Number	Post Date		2015 Total:	39,772.96
	<u>435.73.5900.735.30700</u>	12/31/2015			
	<u>435.73.5900.735.30700</u>	03/02/2016	DAKOTA CTY FINANCIAL SVCS	<u>2/9/16 P0001753</u>	392.52
	<u>435.73.5900.735.30700</u>	04/27/2016	DAKOTA CTY FINANCIAL SVCS	<u>00019850</u>	10,745.24
				2016 Total:	11,137.76
			Total Expenses:		50,910.72
			1501 Total:		50,910.72

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 13, 2016
 Item Type: Consent Agenda
 Contact: Lieutenant Joshua Otis
 (651) 450-2528
 Prepared by: Lieutenant Joshua Otis
 Reviewed by: Sean Folmar, Interim Chief of
 Police

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:

Authorization to execute the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee

SUMMARY:

In late 2003, the County and 11 cities signed a Joint Powers Agreement and formed the Dakota County Domestic Preparedness Committee (DPC). The Committee assisted in the development of a Special Operations Team (SOT) to respond to the unique rescue demands of a weapon of mass destruction incident or a large disaster. The SOT (36 people) is comprised of employees from the County and all 11 cities with members from fire, law enforcement, and emergency medical services. The team has responded to incidents involving hazardous materials and technical rescues at locations throughout the County. The challenges and capabilities required for an effective public safety response continued to expand in the years following the creation of the DPC. The DPC evolved into an efficient organization for the communities in Dakota County to coordinate planning, training, purchasing of specialized response equipment and conducting training exercises. Some examples are listed below:

Hazardous Material Release – The SOT members are all trained hazardous materials technicians and have responded to tanker truck accidents, leaks involving propane, chlorine and ammonia, and meth labs. Specialized equipment allows the team to respond to and contain leaks as well as monitoring the environment to protect their members and inform local agencies regarding the need for evacuations to protect the public.

Collapsed Structure Rescue - Partnering with the State of Minnesota, SOT is one of 5 regional collapsed structure rescue teams that comprise the Minnesota Task Force 1 Urban Search and Rescue program. This capability has been deployed for a range of activities including the rescue of an individual from a silo in Farmington to responding to the I-35 bridge collapse.

Planning – Completing an inventory of Critical Infrastructure and Key Resources (CI/KR) for preplanning and the development of a Threat and Hazard Inventory and Risk Assessment (THIRA) to assist in identifying capability gaps and targeting areas for improvement.

Exercises - Developing an Exercise Design Team that has coordinated the development of training exercises across the County that are both countywide and across multiple cities. Example exercises have included an active shooter situation at a mall, a transit based terrorist attack of a bus and various hazardous material incidents.

Training – Building knowledge in the first responder community by conducting joint fire, police, SWAT and emergency medical services training for active shooter situations (3-ECHO), Critical Thinking workshops for field supervisors on how to manage and respond to complex incidents

and deployment of a damage assessment tool for first responders to rapidly collect and communicate storm damage.

Equipment – The coordinated use of Homeland Security Grant funds has contributed to the purchase of equipment to improve the safety of first responders and to enhance local capabilities. Some examples include hazardous materials detection equipment, respirators, ballistic vests, encrypted radios, back-up emergency operations center equipment, rescue equipment (rope, confined space, trench, water, building collapse) and tourniquets.

The DPC has completed a review of the current Joint Powers agreement and is proposing several changes to better align the document with the operations of the DPC as it has developed over the past dozen years. The major changes are highlighted in the summary below:

- Allows for alternate committee representatives to be appointed members
- Renames the Special Operation Team Leader to Team Manager
- Splits the Secretary and Treasurer duties into two positions
- Assigns the Treasurer duties to the Dakota County Emergency Preparedness Coordinator
- Allows contracting with public entities that are not parties to the agreement for Special Operations Team members
- Requires liability insurance through the League of MN Cities Insurance Trust
- Adds non-stacking language to the Liability section
- Modifies a members share of DPC expenses based on the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council

Dakota County is the fiscal agent for the DPC JPA and as such it was logical to tie the Treasurer duties to the County's representative on the DPC. During the term of the existing JPA the West St. Paul and South St. Paul Fire Departments merged to form the South Metro Fire Department (SMFD) JPA. Although the cities are members of the DPC, the JPA requires modification to allow for the employees of the SMFD to participate in the SOT. This also allows for other non-member jurisdictions to participate in the SOT such as the Miesville Fire and Randolph/Hampton Fire Departments. The DPC also desired to smooth adjustments to member fees by modifying the per capita allocation on a five year basis instead of being based on ten year census data. A copy of the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee is included in Attachment A.

Staff recommends that the Inver Grove Heights City Council authorize execution of a First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee Joint Powers Agreement.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**First Amended and Restated Joint Powers Agreement for Dakota County Domestic
Preparedness Committee**

RESOLUTION NO. _____

WHEREAS, the Inver Grove Heights City Council supports efforts to be better prepared for any potential disasters/emergencies in Dakota County; and

WHEREAS, the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, has provided funding from the federal government to enhance domestic preparedness; and

WHEREAS, the planning, training, purchase of response equipment and exercises are most efficiently and effectively implemented on a whole community basis; and

WHEREAS, the Inver Grove Heights City Council by Resolution ____ authorized the execution of the Joint Powers Agreement that formed Dakota County Domestic Preparedness Agency with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul; and

WHEREAS, the members of the Domestic Preparedness Committee have reviewed and are proposing updates to the Domestic Preparedness Committee Joint Powers Agreement to align the operations of the Committee with the language of the Agreement; and

WHEREAS, the major changes to the Agreement that are proposed by the members are shown below; and

- Allows for alternate members to be appointed
- Renames the Special Operation Team Leader to Team Manager
- Splits the Secretary and Treasurer duties into two positions
- Assigns the Treasurer position to the Dakota County Emergency Preparedness Coordinator
- Allows contracting with public entities that are not parties to the agreement for Special Operations Team members
- Requires liability insurance through the League of MN Cities Insurance Trust
- Adds non-stacking language to the Liability section
- Adjustments to dues are modified based the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council

WHEREAS, the County and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul desire to amend and restate the Dakota County Domestic Preparedness Committee Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Inver Grove Heights City Council hereby authorizes the City Administrator to execute the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul for the creation of a Domestic Preparedness Committee, subject to approval by the City Attorney as to form.

Adopted by the City Council of Inver Grove Heights, Minnesota this ____ day of _____ 2016.

Ayes:

Nays:

George Tourville, Mayor

Michelle Tesser, City Clerk

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**FIRST AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR ~~THE DAKOTA COUNTY~~
DOMESTIC PREPAREDNESS ~~AGENCY~~ COMMITTEE**

This First Amended and Restated Joint Powers Agreement ("Agreement") is by and among the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul, municipal corporations organized under the laws of the State of Minnesota, and the County of Dakota, a political subdivision under the laws of the State of Minnesota. This Agreement amends, restates and replaces the Joint Powers Agreement for Dakota County Domestic Preparedness Agency Committee adopted in 2003 by the same group of municipal corporations and the County of Dakota. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat. 471.59.

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1. Name. The ~~p~~Parties hereby establish the Dakota County Domestic Preparedness ~~Agency Committee~~ Joint Powers Agreement.

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2. Parties. The ~~P~~Parties to this ~~a~~Agreement shall consist of ~~as many~~ of the following entities ~~that~~ approve this agreement and execute a separate signature page to become Parties:

- City of Apple Valley
- City of Burnsville
- City of Eagan
- City of Farmington
- City of Hastings
- City of Inver Grove Heights
- City of Lakeville
- City of Mendota Heights
- City of Rosemount
- City of South St. Paul
- City of West St. Paul
- County of Dakota

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3. Purpose. The purpose of this ~~a~~Agreement is to provide for the joint exercise of the ~~p~~Parties' powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of large-scale disasters or emergencies, as defined in paragraph 9.2, within Dakota County. The joint exercise of the ~~p~~Parties' powers pursuant to this ~~a~~Agreement is intended to supplement and complement but not supplant the ~~p~~Parties' joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the ~~members'~~Parties' respective emergency operations plans and similar plans.

4. Governance.

4.1. Governing Board. The governing board formed pursuant to this ~~Joint Powers~~ Agreement shall be known as the Dakota County Domestic Preparedness Committee.

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4.1.1. Membership. The Committee shall be constituted as follows:

one member ~~and one alternate member~~ appointed by each member ~~city~~;

one member appointed by the Dakota County Sheriff;

Dakota County Emergency Preparedness Coordinator ex officio;

one Dakota County city manager/administrator appointed by the Dakota County Board of Commissioners, consistent with the recommendation of the city managers/administrators within Dakota County;

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one member appointed by the Dakota County Emergency Medical Services Council;

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the Team ~~Manager Leader~~ of the Special Operations Team appointed pursuant to paragraph 5.3;

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one member appointed by the Dakota County Public Health Director; ~~and~~

Dakota County Attorney ~~ex officio~~ or designee ex officio; ~~and~~

one member appointed by each entity that has entered into a contract pursuant to paragraph 7.2.1.

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The appointees of the Dakota County Public Health Director and the Dakota County Attorney or designee and other entities under contract shall be non-voting members of the Committee and shall not be counted for quorum purposes.

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4.1.2. Additional Member. In the event that none of the members appointed by the cities is a fire chief or none is a police chief, the Dakota County Fire Chiefs Association or Dakota County Police Chiefs Association, as appropriate, may appoint a member who is a fire fighter or police officer to the Committee. Such appointment shall endure until such time as a ~~member~~ city Party appoints a member who is a fire chief or police chief. Such member shall be counted for quorum purposes and shall be a voting member.

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4.1.3. Documentation. Resolutions or other documentation of appointments shall be filed with the Dakota County Emergency Preparedness Coordinator.

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4.1.4. Members not Employees. Members of the Committee shall not be deemed to be employees of the Committee and will not be compensated for serving on the Committee.

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4.2. Terms: Vacancies. Members shall serve at the pleasure of the appointing ~~P~~party and may be removed only by the appointing partyParty. Vacancies may be filled only by the appointing partyParty. Incumbent members serve until a successor has been appointed.

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4.3. Chair and Vice Chair. In January of each year the Committee shall elect a Chair and Vice Chair from its membership for one-year terms. The Chair shall preside at all meetings of the Committee and shall perform other duties and functions as determined by the Committee. The Vice Chair shall preside over and act for the Committee during the absence of the Chair.

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4.4. Secretary/Treasurer. In January of each year the Committee shall elect a Secretary/Treasurer from its membership for a one-year term. ~~The Secretary/Treasurer shall assist the Chair in overseeing the Committee's budget and finances.~~

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4.5 Treasurer. The Dakota County Emergency Preparedness Coordinator shall serve as Treasurer for the Committee. The Treasurer shall assist the Chair in overseeing the Committee's budget and finances.

4.6. Meetings. The Committee shall have regular meetings at such times and places as the Committee shall determine. Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Committee shall constitute a quorum. No action may be taken unless a quorum is present.

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4.7. Voting. Each Committee member shall be entitled to one vote. Proxy votes are not permitted. The Committee shall function by a majority vote of the Committee members present.

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5. Duties of the Committee.

5.1. Program. The Committee shall formulate a program to carry out its purposes. The Committee shall carry out and implement its programs to the extent possible. The program shall include the following:

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Promote the development and awareness of response plans and enhance the planning capabilities at all levels of government within Dakota County to prevent, respond to and recover from Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) threats, acts of terror, or natural and manmade disasters.

Establish a process to efficiently use funding to address identified priorities with countywide benefits and meet all grant reporting requirements.

Promote the hardening and development of response preplans for critical public and private sector infrastructure within the county based on risk and capability gaps.

Develop and enhance countywide capabilities to respond to the consequences of CBRNE threats, acts of terror, or natural and manmade disasters through training and equipment acquisition.

Demonstrate the countywide capacity and ability to respond to CBRNE events, acts of terror, or natural and manmade disasters through drills, tabletop and functional exercises.

Promote interoperability of emergency voice and data communications throughout Dakota County by incorporating interoperability into plans and exercises.

Promote the public's understanding of emergency warning and notification capabilities within Dakota County.

Promote the development of plans and exercises to ensure the continuity of county and local governments.

Promote the capability of Dakota County's and the cities' Emergency Operations Centers (EOCs) to manage, communicate, and coordinate in the event of CBRNE events, acts of terror, or natural and manmade disasters.

5.2. Special Operations Team.

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5.2.1 Establishment.—The Committee shall establish a Special Operations Team (SOT) with the capability of providing specialized response ~~technical rescue~~ operations for which specific training and equipment are required and which are not currently available to all of the members. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT.

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5.2.2 Procedures. The Committee will ensure that procedures are established so that the SOT is able to respond to large-scale disasters or emergencies occurring anywhere within the jurisdictions of the ~~p~~Parties to this ~~a~~Agreement. Procedures of the SOT are subject to the review and approval of the Committee.

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5.2.3 Members. The Parties agree to assign employees and make equipment available to the SOT. Members of the SOT will remain employees of ~~the appointing Party~~ their employing agency and will not be deemed employees of the Committee or the SOT. ~~The Parties agree to assign employees and make equipment available to the SOT.~~

5.2.43. Team Leader/Manager. The Committee shall appoint a Team ~~Leader/Manager~~ who will be responsible for ensuring that the Committee accomplishes the duties described in paragraph 5.2. The Team Manager shall be an employee of a Party.

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5.3 Subcommittees. The Committee may create subcommittees to carry out the duties of the Committee as needed to support the Committee. The actions of all subcommittees are subject to approval by the Committee.

6. Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Committee under this aAgreement are hereby reserved to the pParties and each of them.

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7. Powers of the Committee.

7.1. General Powers. The Committee is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in paragraph 7.2.

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7.2. Specific Powers.

7.2.1. The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, including contracts with South Metro Fire Department, Metropolitan Council/Metro Transit Police Department, and units of local government in Dakota County that are not Parties to this Agreement, to provide such entities with the opportunity to assign members to the SOT. The Committee may approve any contract relating to this aAgreement up to the amount approved in the annual budget and may authorize the Chair to execute those contracts. No payment on any invoice shall be authorized unless approved by at least two of the three officers elected pursuant to paragraphs 4.3 and 4.4. The Chair shall report to the Committee any such payments at its next meeting.

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7.2.2. The Committee may disburse funds in a manner which is consistent with this aAgreement and with the method provided by law for the disbursement of funds by Dakota County.

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7.2.3. The Committee may apply for and accept gifts, grants or loans of money or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

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7.2.4. ~~The Committee may obtain liability insurance or other insurance it deems necessary to insure the Committee and its members for actions of the Committee and its members arising out of this agreement.~~The Committee shall maintain liability coverage for the actions of the Agency and the Committee with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of coverage equal to or greater than consistent with the liability limits under Minn. Stat. Chs. 466, under standard LMCIT liability coverage forms. The Committee shall also obtain tail coverage following termination of the aAgreement to cover the statute of limitations during which a claim could be made against the Agency or Committee. Such insurance shall name each Party as a covered party

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~~additional insured.~~ The Committee may in its discretion procure coverage for automobile liability and damage to or loss of property.

7.2.5. All powers granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the Committee.

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8. Budgeting and Funding.

8.1. Budget Adoption. By April 1 of each year the Committee shall adopt an annual workplan and operating and capital budgets for the following calendar year including a statement of the sources of funding.

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8.2. Budget and Accounting Services. Dakota County agrees to provide all budgeting and accounting services necessary or convenient for the Committee. Such services shall include but not be limited to: management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and recordkeeping. Dakota County contracting and purchasing requirements shall apply to transactions of the Committee.

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8.3. Expenses. The Parties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government or other associations and agencies. Nevertheless, the Parties agree to contribute to funding, if necessary, for the expenses of the Committee, to the extent not covered by grant funds. Each Party agrees annually to appropriate funds for the expenses of the Committee not covered by grant funds, on a population basis, subject to each city council's or the county board's adoption of a resolution authorizing any such appropriation. For purposes of this paragraph, Dakota County's population is the population of the townships within Dakota County. Population basis means the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council, whichever is the most recent in time.

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8.4. Federal and State Grant Funds Available to Counties. The Parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for the purposes of improving and enhancing local government units' capabilities in responding to the occurrence of large-scale disasters or emergencies. The Parties further understand and acknowledge that some such federal and state grant funds may be made available directly to counties with the intention that the funds be expended for the benefit also of cities within the county. Dakota County specifically agrees that federal and state grant funds for such purposes which the Dakota County Board of Commissioners, pursuant to Committee recommendation and proposed budget, applies for and receives will be applied for and received on behalf of the cities who are Parties to this Agreement and will be appropriated to the Committee for expenditure in accordance with the terms of the applicable grant agreement and budget approved by the county board. The Committee will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit Dakota County from unilaterally applying

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for, receiving and expending grant funds made available for the purposes identified in this paragraph.

8.5. Accountability. All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the ~~pParties members~~ monthly and on an annual basis.

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9. Special Operations Team Activation and Use.

9.1. Purpose. The purpose of this section 9 is to provide for the deployment of the SOT established pursuant to paragraph 5.2, so that the SOT may be utilized by any ~~partyParty~~ to this ~~a~~Agreement in the event of a large-scale disaster or emergency within their jurisdiction. It is not the purpose of this section to provide for or address in any way requests by one ~~partyParty~~ of another ~~partyParty~~ for other services, or to supplant other mutual aid agreements to which any of the ~~P~~parties may be signatory.

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9.2. Definitions.

SOT Team ~~Leader-Manager~~ – the person designated by the SOT who is responsible for exercising tactical control of personnel and equipment provided by the SOT ~~and who coordinates with the Committee Chair~~ whenever the SOT is requested to be deployed or is deployed

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Disaster or large-scale emergency – an unforeseen exigent circumstance requiring ~~specialized response technical rescue~~ operations

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Requesting ~~p~~Party – a ~~p~~Party to this ~~a~~Agreement who has requested that the SOT provide specialized response operations

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Special Operations Team (SOT) – a group of personnel assigned by the ~~p~~Parties who will be trained and organized to provide special response operations to any ~~p~~Party who requests them, ~~and which may include personnel of other entities that have entered into an agreement with the Committee pursuant to paragraph 7.2.1.~~

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Specialized Response Operations – specialized rescue services for problem-specific emergency situations, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wild land rescue, confined space rescue, trench rescue, water rescue, vehicle/machinery disentanglement, and the like, ~~including training events for such services.~~

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9.3. Requests for assistance. Whenever a ~~p~~Party, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a ~~disaster or~~ large-scale ~~disaster or~~ emergency, the ~~p~~Party may request orally or in writing that the SOT provide specialized response operations to the ~~p~~Party.

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9.4. Response to Request for assistance. Upon a request for assistance of the SOT, SOT Team ~~Leader-Manager~~ may authorize, direct and permit the SOT to provide assistance

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to the requesting pParty. Whether the SOT shall provide such assistance, and the extent of such assistance, shall be determined solely by the SOT Team ~~Leader~~Manager. Failure to provide assistance in response to a request made pursuant to this aAgreement will not result in any liability to the SOT or to any other pParty. SOT Team ~~Leader~~Manager shall notify the Chair or Vice Chair any time the SOT Command consents to provide assistance to a pParty, pursuant to this aAgreement. If a request is made by a governmental unit not a pParty to this aAgreement, the SOT Team ~~Leader~~Manager may provide assistance only with the approval of the Chair or Vice Chair, pursuant to Committee policy.

9.5. Recall of assistance. The SOT Team ~~Leader~~Manager may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this aAgreement will not result in liability to the SOT.

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9.6. Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Team ~~Leader~~Manager.

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9.7. Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is providing assistance pursuant to this aAgreement has the full and complete authority of a peace officer as though appointed by the requesting pParty and licensed by the State of Minnesota provided the officer meets the requirements set forth at Minn. Stat. § 471.59, subs. 12(1) and (2).

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9.8. Compensation.

9.8.1. Parties to this aAgreement. When the SOT provides services to a requesting Pparty, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing Pparty. ~~Except as provided in Paragraph 9.8.2., No~~ charges will be levied by the ~~Committee SOT~~ for specialized response operations provided to a requesting Pparty pursuant to this aAgreement unless that assistance continues for a period exceeding ~~48-24~~ hours. If assistance provided pursuant to this aAgreement continues for more than ~~48-24~~ hours, the ~~Committee SOT~~ shall submit to the requesting Pparty an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials and supplies. The requesting Pparty shall reimburse the ~~Committee SOT~~ for that amount.

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9.8.2. Third Parties. In the event that the SOT is activated and deployed at the request of Party to this agreement, to provide specialized response operations at a disaster or large-scale emergency for which a third party may bear financial responsibility, the Committee shall submit to the requesting Party without delay an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee its proportionate share of funds received from any third party, if any, for the full cost of the assistance.

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9.9. Workers' Compensation. Each pParty to this aAgreement shall be responsible for injuries to or death of its own employees. Each pParty shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while

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they are providing assistance as a member of the SOT. Each pParty to this Agreement waives the right to sue any other pParty for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other pParty or its officers, employees or agents.

- 9.10. Damage to Equipment. Each pParty shall be responsible for damage to or loss of its own equipment occurring during deployment of the SOT. Each pParty waives the right to sue any other pParty for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other pParty or its officers, employees or agents.

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- 14.0. Liability. ~~For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), persons assigned to the SOT are deemed to be employees of the pParty that has assigned them to the SOT. Each pParty agrees to defend, indemnify and hold harmless the other pParties against any claims brought or actions filed against any other pParty or any officer, employee or agent of such other pParty for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its other personnel while serving as a member of the Committee or while providing special operations services pursuant to this agreement. Under no circumstances shall a pParty be required to pay on behalf of itself and other pParties to this agreement any amounts in excess of the limits of liability established in Minn. Stat. Ch. 466 applicable to any one pParty. The limits of liability for some or all of the pParties may not be added together to determine the maximum amount of liability for any one pParty. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), persons assigned to the SOT are deemed to be employees of the Party that has assigned them. Each Party agrees to defend, indemnify and hold harmless the other Parties against any claims brought or actions filed against any other Party or any officer, employee or agent of such other Party for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its other personnel while serving as a member of the Committee or while providing special operations services or engaged in training events pursuant to this agreement.~~

The Agency Committee is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

With the exception of workers compensation liability which is addressed in Section 9.9 of this Agreement, the Agency Committee shall defend and indemnify the Parties, and their officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising from the Agency Committee activities or operations, including deployments of the SOT, and decisions of the Committee.

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To the fullest extent permitted by law, action by the pParties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the pParties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each individual pParty to this Agreement expressly declines responsibility for the acts or omissions of any other pParty. The pParties to this Agreement are shall not liable for the acts or omissions of another pParty to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other pParties.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall the Committee or a pParty be required to pay on behalf of itself and any other pParties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third party claim. The statutory limits of liability for some or all of the Pparties may not be added together or stacked to increase the maximum amount of liability for any third party claim.

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Any excess or uninsured liability shall be borne equally by all the pParties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

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Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

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112. ~~Term~~Effective Date. ~~The term of t~~This Agreement shall be in full force and effect when all commence upon approval and signature of a majority of the pParties sign this Agreement as amended and restated herein. Dakota County shall notify the pParties in writing of the effective date of this aAgreement.

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132. ~~Withdrawal and Termination.~~

123.1. ~~Withdrawal.~~ Any pParty may withdraw from this aAgreement upon 12 months' written notice to the other Pparties. Withdrawal by any pParty shall not terminate this aAgreement with respect to any pParties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any pParty prior to withdrawal. Such liability shall continue until discharged by law or agreement.

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123.2. ~~Termination.~~ This aAgreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of pParties agrees to terminate the aAgreement upon a date certain.

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123.3. ~~Effect of Termination.~~ Termination shall not discharge any liability incurred by the Committee or by the pParties during the term of this aAgreement. Upon termination property or surplus money held by the Committee shall then be distributed to the pParties in proportion to contributions of the Pparties.

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134. ~~Miscellaneous.~~

14.1. ~~Amendments.~~ This aAgreement may be amended only in writing and upon the consent of the governing bodies of all of the pParties.

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14.2. ~~Records, aAccounts and rReports.~~ The books and records of the Committee shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16B.06, subd. 4 and Minn. Stat. § 16C.05, subd. 5.

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14.3. Counterparts. This aAgreement may be executed in ~~two or more~~ counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Dakota County Emergency Preparedness Coordinator.

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IN WITNESS WHEREOF, the pParties have executed this Agreement on the dates indicated below.

o:\civil\contract\2013\ks13-358 first amended and restated jpa for dak cty domestic preparedness agency.doc

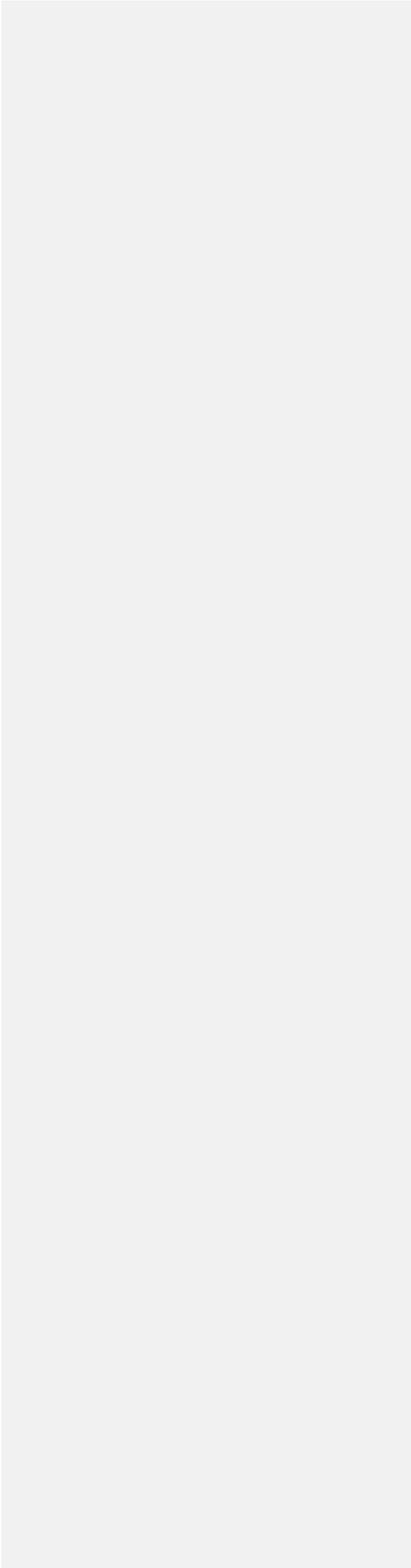
KS13-358 first amended and restated jpa for dak cty domestic preparedness committee

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

Tim Leslie
Dakota County Sheriff
Date of Signature_____



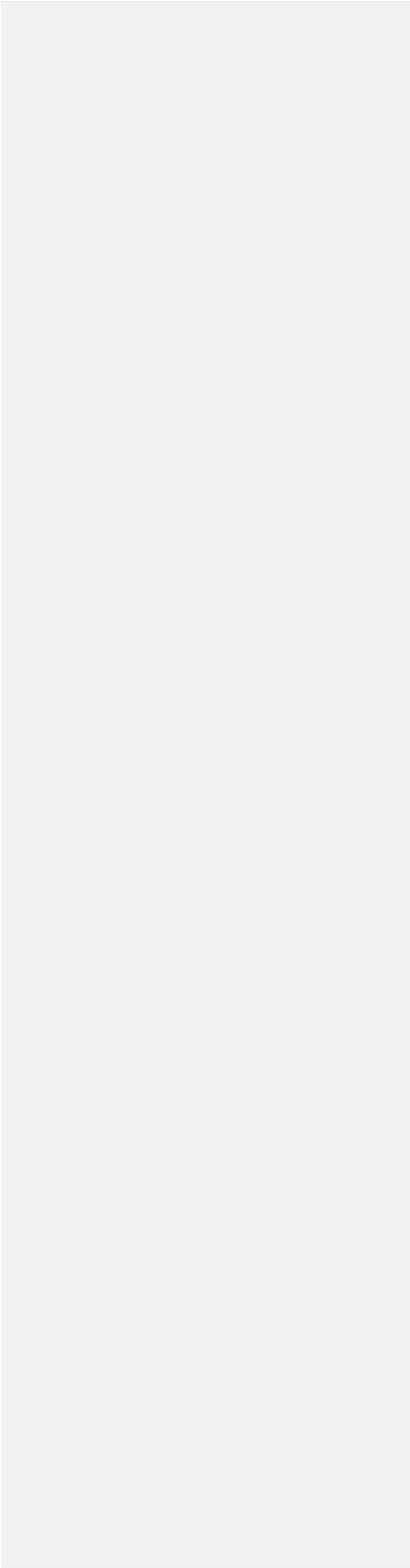
CITY OF APPLE VALLEY

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



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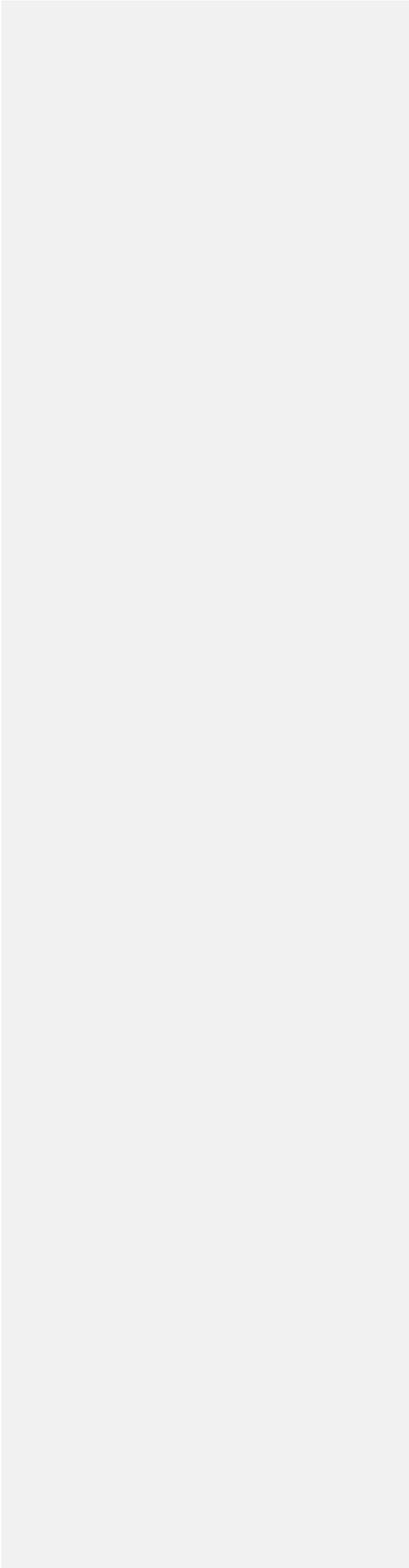
CITY OF BURNSVILLE

By: _____
Elizabeth Kautz, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



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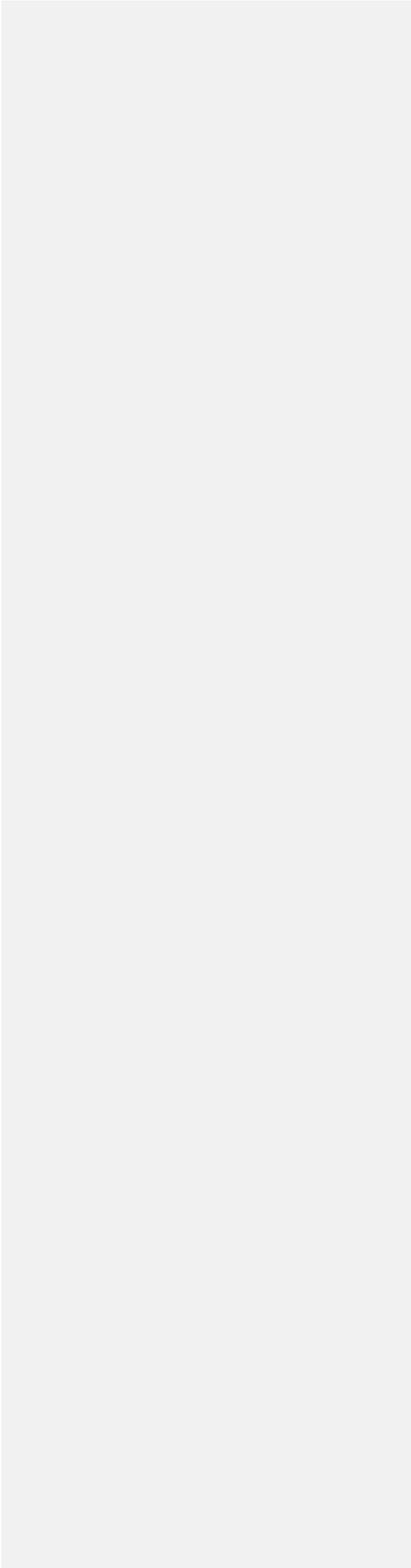
CITY OF EAGAN

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



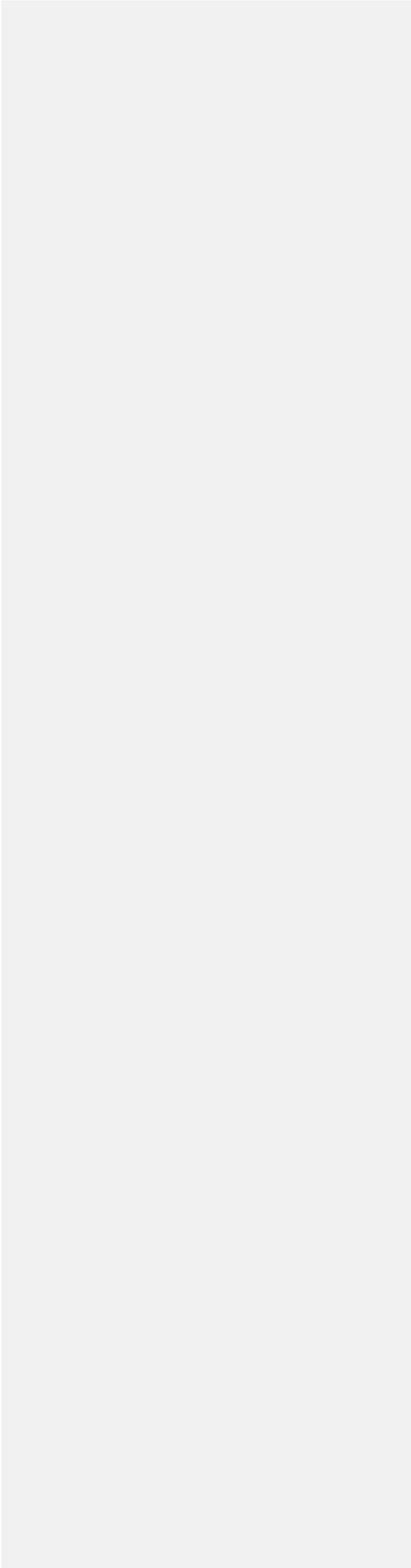
CITY OF FARMINGTON

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



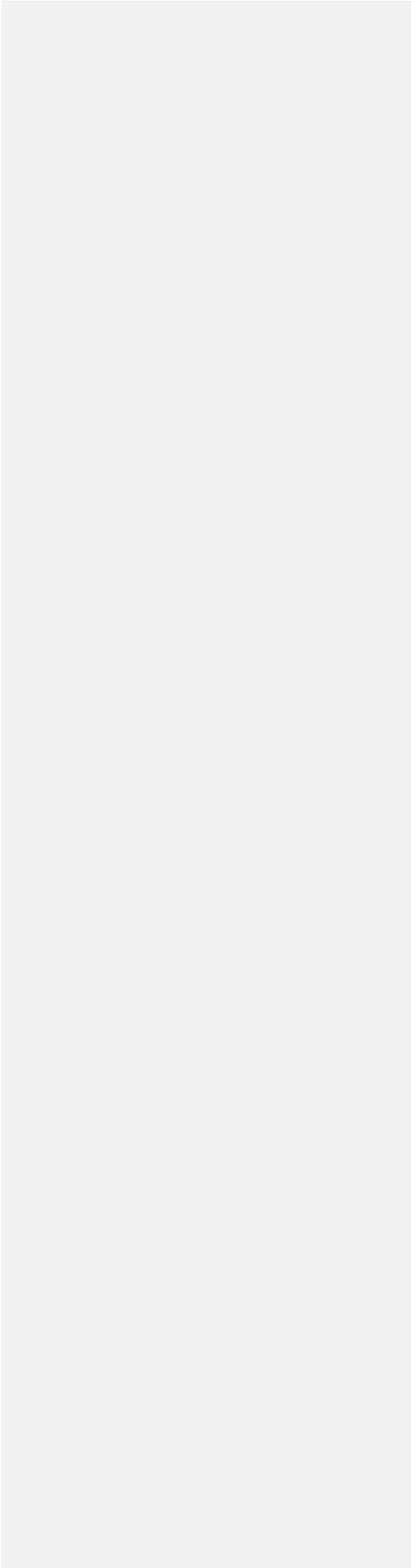
CITY OF HASTINGS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



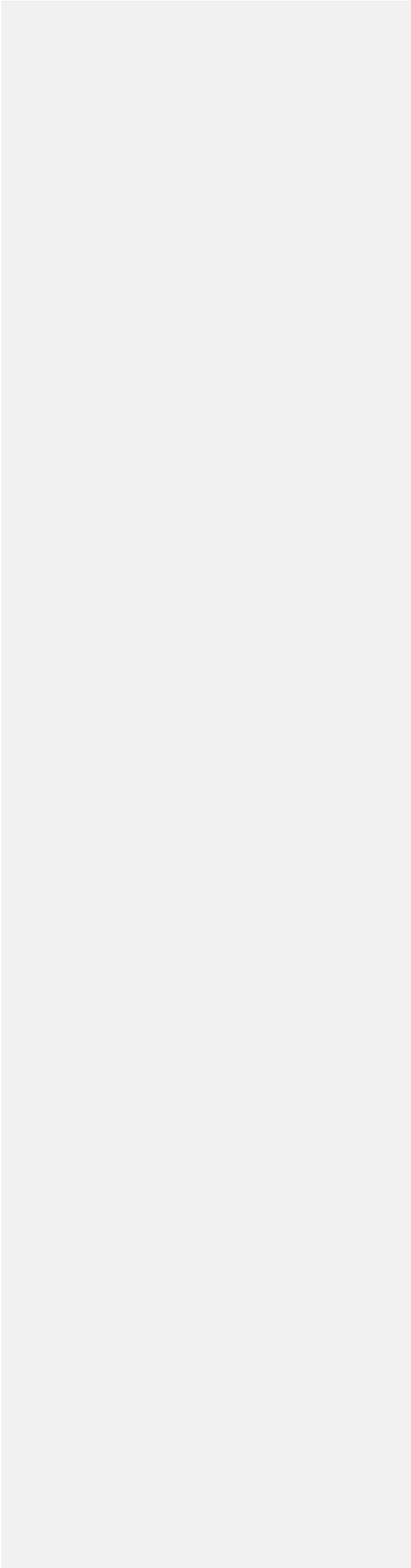
CITY OF INVER GROVE HEIGHTS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



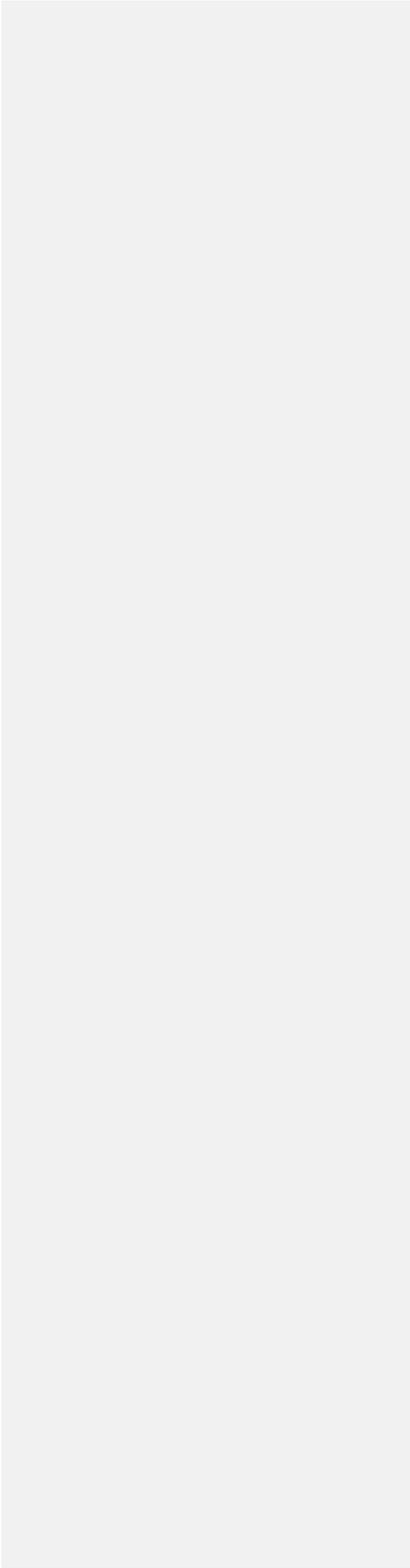
CITY OF LAKEVILLE

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



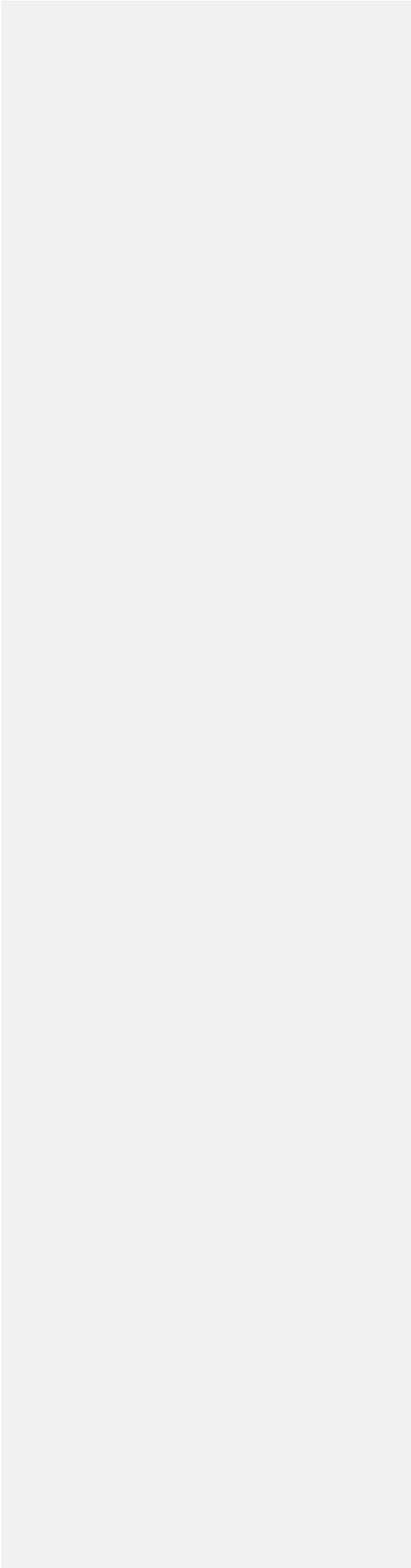
CITY OF MENDOTA HEIGHTS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



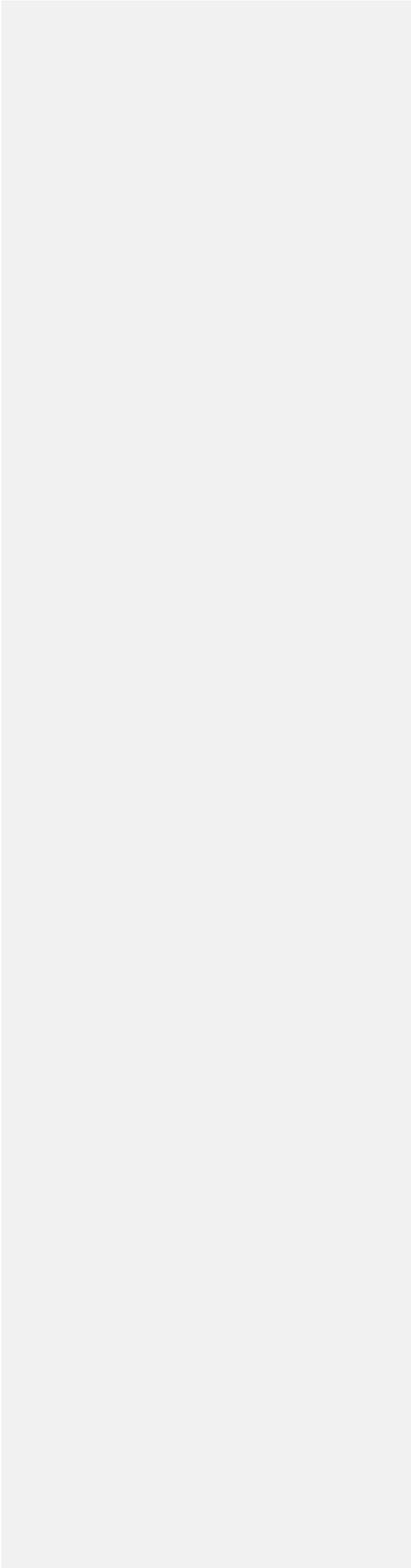
CITY OF ROSEMOUNT

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



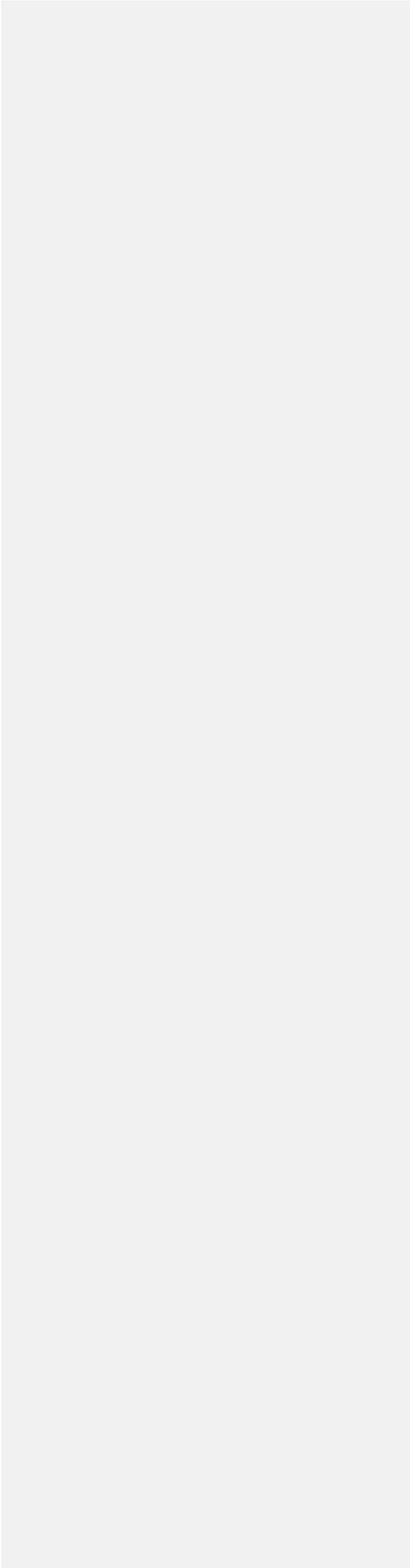
CITY OF SOUTH ST PAUL

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



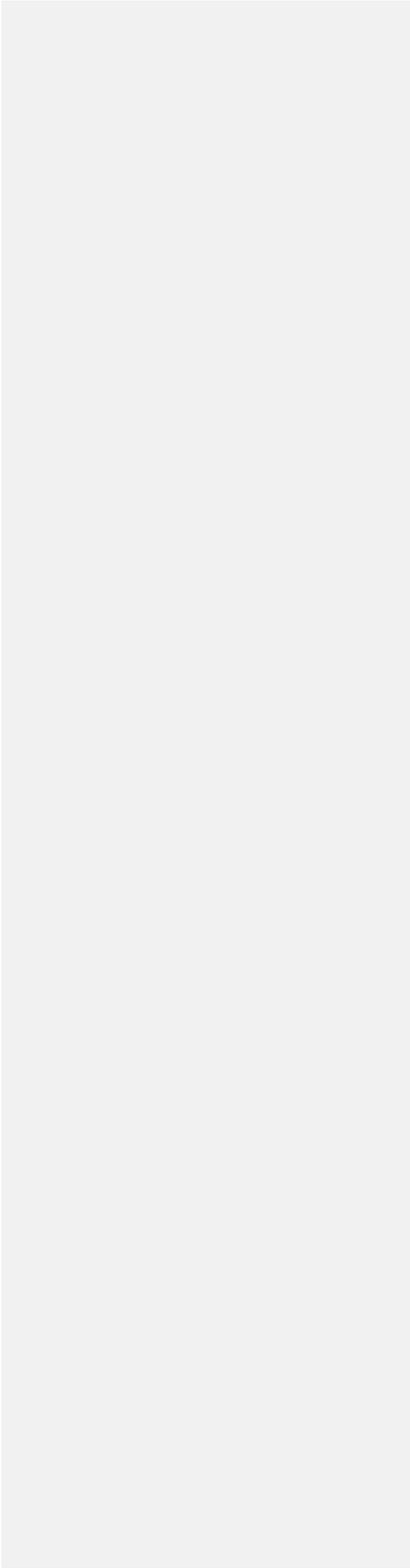
CITY OF WEST ST PAUL

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____



**FIRST AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE DAKOTA COUNTY
DOMESTIC PREPAREDNESS COMMITTEE**

This First Amended and Restated Joint Powers Agreement (“Agreement”) is by and among the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul, municipal corporations organized under the laws of the State of Minnesota, and the County of Dakota, a political subdivision under the laws of the State of Minnesota. This Agreement amends, restates and replaces the Joint Powers Agreement for Dakota County Domestic Preparedness Committee adopted in 2003 by the same municipal corporations and the County of Dakota. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat. 471.59.

1. Name. The Parties hereby establish the Dakota County Domestic Preparedness Committee.
2. Parties. The Parties to this Agreement shall consist of the following entities:

- City of Apple Valley
- City of Burnsville
- City of Eagan
- City of Farmington
- City of Hastings
- City of Inver Grove Heights
- City of Lakeville
- City of Mendota Heights
- City of Rosemount
- City of South St. Paul
- City of West St. Paul
- County of Dakota

3. Purpose. The purpose of this Agreement is to provide for the joint exercise of the Parties’ powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of large-scale disasters or emergencies, as defined in paragraph 9.2, within Dakota County. The joint exercise of the Parties’ powers pursuant to this Agreement is intended to supplement and complement but not supplant the Parties’ joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the Parties’ respective emergency operations plans and similar plans.
4. Governance.
 - 4.1. Governing Board. The governing board formed pursuant to this Agreement shall be known as the Dakota County Domestic Preparedness Committee.

4.1.1. Membership. The Committee shall be constituted as follows:

one member and one alternate member appointed by each member city;

one member appointed by the Dakota County Sheriff;

Dakota County Emergency Preparedness Coordinator ex officio;

one Dakota County city manager/administrator appointed by the Dakota County Board of Commissioners, consistent with the recommendation of the city managers/administrators within Dakota County;

one member appointed by the Dakota County Emergency Medical Services Council;

the Team Manager of the Special Operations Team appointed pursuant to paragraph 5.3;

one member appointed by the Dakota County Public Health Director;

Dakota County Attorney or designee ex officio; and

one member appointed by each entity that has entered into a contract pursuant to paragraph 7.2.1.

The appointees of the Dakota County Public Health Director and the Dakota County Attorney or designee and other entities under contract shall be non-voting members of the Committee and shall not be counted for quorum purposes.

4.1.2. Additional Member. In the event that none of the members appointed by the cities is a fire chief or none is a police chief, the Dakota County Fire Chiefs Association or Dakota County Police Chiefs Association, as appropriate, may appoint a member who is a fire fighter or police officer to the Committee. Such appointment shall endure until such time as a city Party appoints a member who is a fire chief or police chief. Such member shall be counted for quorum purposes and shall be a voting member.

4.1.3. Documentation. Resolutions or other documentation of appointments shall be filed with the Dakota County Emergency Preparedness Coordinator.

4.1.4. Members not Employees. Members of the Committee shall not be deemed to be employees of the Committee and will not be compensated for serving on the Committee.

4.2. Terms; Vacancies. Members shall serve at the pleasure of the appointing Party and may be removed only by the appointing Party. Vacancies may be filled only by the appointing Party. Incumbent members serve until a successor has been appointed.

- 4.3. Chair and Vice Chair. In January of each year the Committee shall elect a Chair and Vice Chair from its membership for one-year terms. The Chair shall preside at all meetings of the Committee and shall perform other duties and functions as determined by the Committee. The Vice Chair shall preside over and act for the Committee during the absence of the Chair.
- 4.4. Secretary. In January of each year the Committee shall elect a Secretary from its membership for a one-year term.
- 4.5. Treasurer. The Dakota County Emergency Preparedness Coordinator shall serve as Treasurer for the Committee. The Treasurer shall assist the Chair in overseeing the Committee's budget and finances.
- 4.6. Meetings. The Committee shall have regular meetings at such times and places as the Committee shall determine. Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Committee shall constitute a quorum. No action may be taken unless a quorum is present.
- 4.7. Voting. Each Committee member shall be entitled to one vote. Proxy votes are not permitted. The Committee shall function by a majority vote of the Committee members present.

5. Duties of the Committee.

- 5.1. Program. The Committee shall formulate a program to carry out its purposes. The Committee shall carry out and implement its programs to the extent possible. The program shall include the following:

Promote the development and awareness of response plans and enhance the planning capabilities at all levels of government within Dakota County to prevent, respond to and recover from Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) threats, acts of terror, or natural and manmade disasters.

Establish a process to efficiently use funding to address identified priorities with countywide benefits and meet all grant reporting requirements.

Promote the hardening and development of response preplans for critical public and private sector infrastructure within the county based on risk and capability gaps.

Develop and enhance countywide capabilities to respond to the consequences of CBRNE threats, acts of terror, or natural and manmade disasters through training and equipment acquisition.

Demonstrate the countywide capacity and ability to respond to CBRNE events, acts of terror, or natural and manmade disasters through drills, tabletop and functional exercises.

Promote interoperability of emergency voice and data communications throughout Dakota County by incorporating interoperability into plans and exercises.

Promote the public's understanding of emergency warning and notification capabilities within Dakota County.

Promote the development of plans and exercises to ensure the continuity of county and local governments.

Promote the capability of Dakota County's and the cities' Emergency Operations Centers (EOCs) to manage, communicate, and coordinate in the event of CBRNE events, acts of terror, or natural and manmade disasters.

5.2. Special Operations Team.

5.2.1 Establishment. The Committee shall establish a Special Operations Team (SOT) with the capability of providing specialized response operations for which specific training and equipment are required and which are not currently available to all of the members. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT.

5.2.2 Procedures. The Committee will ensure that procedures are established so that the SOT is able to respond to large-scale disasters or emergencies occurring anywhere within the jurisdictions of the Parties to this Agreement. Procedures of the SOT are subject to the review and approval of the Committee.

5.2.3 Members. The Parties agree to assign employees and make equipment available to the SOT. Members of the SOT will remain employees of their employing agency and will not be deemed employees of the Committee or the SOT.

5.2.4. Team Manager. The Committee shall appoint a Team Manager who will be responsible for ensuring that the Committee accomplishes the duties described in paragraph 5.2. The Team Manager shall be an employee of a Party.

5.3 Subcommittees. The Committee may create subcommittees to carry out the duties of the Committee as needed to support the Committee. The actions of all subcommittees are subject to approval by the Committee.

6. Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Committee under this Agreement are hereby reserved to the Parties and each of them.

7. Powers of the Committee.

7.1. General Powers. The Committee is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in paragraph 7.2.

7.2. Specific Powers.

- 7.2.1. The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, including contracts with South Metro Fire Department, Metropolitan Council/Metro Transit Police Department, and units of local government in Dakota County that are not Parties to this Agreement, to provide such entities with the opportunity to assign members to the SOT. The Committee may approve any contract relating to this Agreement up to the amount approved in the annual budget and may authorize the Chair to execute those contracts. No payment on any invoice shall be authorized unless approved by at least two of the three officers elected pursuant to paragraphs 4.3 and 4.4. The Chair shall report to the Committee any such payments at its next meeting.
- 7.2.2. The Committee may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by Dakota County.
- 7.2.3. The Committee may apply for and accept gifts, grants or loans of money or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 7.2.4. The Committee shall maintain liability coverage for the actions of the Committee with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of coverage equal to or greater than the liability limits under Minn. Stat. Ch. 466, under standard LMCIT liability coverage forms. The Committee shall also obtain tail coverage following termination of the Agreement to cover the statute of limitations during which a claim could be made against the Committee. Such insurance shall name each Party as a covered party. The Committee may in its discretion procure coverage for automobile liability and damage to or loss of property.
- 7.2.5. All powers granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the Committee.

8. Budgeting and Funding.

- 8.1. Budget Adoption. By April 1 of each year the Committee shall adopt an annual workplan and operating and capital budgets for the following calendar year including a statement of the sources of funding.

- 8.2. Budget and Accounting Services. Dakota County agrees to provide all budgeting and accounting services necessary or convenient for the Committee. Such services shall include but not be limited to: management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and recordkeeping. Dakota County contracting and purchasing requirements shall apply to transactions of the Committee.
- 8.3. Expenses. The Parties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government or other associations and agencies. Nevertheless, the Parties agree to contribute to funding, if necessary, for the expenses of the Committee, to the extent not covered by grant funds. Each Party agrees annually to appropriate funds for the expenses of the Committee not covered by grant funds, on a population basis, subject to each city council's or the county board's adoption of a resolution authorizing any such appropriation. For purposes of this paragraph, Dakota County's population is the population of the townships within Dakota County. Population basis means the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council, whichever is the most recent in time.
- 8.4. Federal and State Grant Funds Available to Counties. The Parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for the purposes of improving and enhancing local government units' capabilities in responding to the occurrence of large-scale disasters or emergencies. The Parties further understand and acknowledge that some such federal and state grant funds may be made available directly to counties with the intention that the funds be expended for the benefit also of cities within the county. Dakota County specifically agrees that federal and state grant funds for such purposes which the Dakota County Board of Commissioners, pursuant to Committee recommendation and proposed budget, applies for and receives will be applied for and received on behalf of the cities who are Parties to this Agreement and will be appropriated to the Committee for expenditure in accordance with the terms of the applicable grant agreement and budget approved by the county board. The Committee will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit Dakota County from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.
- 8.5. Accountability. All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the Parties monthly and on an annual basis.

9. Special Operations Team Activation and Use.

- 9.1. Purpose. The purpose of this section 9 is to provide for the deployment of the SOT established pursuant to paragraph 5.2, so that the SOT may be utilized by any Party to this Agreement in the event of a large-scale disaster or emergency within their jurisdiction. It is not the purpose of this section to provide for or address in any way requests by one Party of another Party for other services, or to supplant other mutual aid agreements to which any of the Parties may be signatory.

9.2. Definitions.

SOT Team Manager – the person designated by the SOT who is responsible for exercising tactical control of personnel and equipment provided by the SOT and who coordinates with the Committee Chair whenever the SOT is requested to be deployed or is deployed

Disaster or large-scale emergency – an unforeseen exigent circumstance requiring specialized response operations

Requesting Party – a Party to this Agreement who has requested that the SOT provide specialized response operations

Special Operations Team (SOT) – a group of personnel assigned by the Parties who will be trained and organized to provide special response operations to any Party who requests them, and which may include personnel of other entities that have entered into an agreement with the Committee pursuant to paragraph 7.2.1.

Specialized Response Operations – specialized rescue services for problem-specific emergency situations, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wild land rescue, confined space rescue, trench rescue, water rescue, vehicle/machinery disentanglement, and the like, including training events for such services.

9.3. Requests for assistance. Whenever a Party, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a disaster or large-scale emergency, the Party may request orally or in writing that the SOT provide specialized response operations to the Party.

9.4. Response to Request for assistance. Upon a request for assistance of the SOT, SOT Team Manager may authorize, direct and permit the SOT to provide assistance to the requesting Party. Whether the SOT shall provide such assistance, and the extent of such assistance, shall be determined solely by the SOT Team Manager. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to the SOT or to any other Party. SOT Team Manager shall notify the Chair or Vice Chair any time the SOT Command consents to provide assistance to a Party, pursuant to this Agreement. If a request is made by a governmental unit not a Party to this Agreement, the SOT Team Manager may provide assistance only with the approval of the Chair or Vice Chair, pursuant to Committee policy.

9.5. Recall of assistance. The SOT Team Manager may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this Agreement will not result in liability to the SOT.

9.6. Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Team Manager.

9.7. Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is providing assistance pursuant to this Agreement has the full and complete authority of a peace officer as though appointed by the requesting Party and licensed by the State of Minnesota provided the officer meets the requirements set forth at Minn. Stat. § 471.59, subs. 12(1) and (2).

9.8. Compensation.

9.8.1. Parties to this Agreement. When the SOT provides services to a requesting Party, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing Party. Except as provided in Paragraph 9.8.2., no charges will be levied by the Committee for specialized response operations provided to a requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding 24 hours. If assistance provided pursuant to this Agreement continues for more than 24 hours, the Committee shall submit to the requesting Party an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee for that amount.

9.8.2. Third Parties. In the event that the SOT is activated and deployed at the request of Party to this agreement, to provide specialized response operations at a disaster or large-scale emergency for which a third party may bear financial responsibility, the Committee shall submit to the requesting Party without delay an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee its proportionate share of funds received from any third party, if any, for the full cost of the assistance.

9.9. Workers' Compensation. Each Party to this Agreement shall be responsible for injuries to or death of its own employees. Each Party shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the SOT. Each Party to this Agreement waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees or agents.

9.10. Damage to Equipment. Each Party shall be responsible for damage to or loss of its own equipment occurring during deployment of the SOT. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or agents.

10. Liability.

The Committee is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

With the exception of workers compensation liability which is addressed in Section 9.9 of this Agreement, the Committee shall defend and indemnify the Parties, and their officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses,

including reasonable attorney fees, arising from Committee activities or operations, including deployments of the SOT, and decisions of the Committee.

To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each individual Party to this Agreement expressly declines responsibility for the acts or omissions of any other Party. The Parties to this Agreement shall not be liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall the Committee or a Party be required to pay on behalf of itself and any other Parties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third party claim. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.

Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

11. Effective Date. This Agreement shall be in full force and effect when all of the Parties sign this Agreement as amended and restated herein. Dakota County shall notify the Parties in writing of the effective date of this Agreement.
12. Withdrawal and Termination.
 - 12.1. Withdrawal. Any Party may withdraw from this Agreement upon 12 months’ written notice to the other Parties. Withdrawal by any Party shall not terminate this Agreement with respect to any Parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
 - 12.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of Parties agrees to terminate the Agreement upon a date certain.
 - 12.3. Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the Parties during the term of this Agreement. Upon termination

property or surplus money held by the Committee shall then be distributed to the Parties in proportion to contributions of the Parties.

13. Miscellaneous.

14.1. Amendments. This Agreement may be amended only in writing and upon the consent of the governing bodies of all of the Parties.

14.2. Records, Accounts and Reports. The books and records of the Committee shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05, subd. 5.

14.3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Dakota County Emergency Preparedness Coordinator.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

KS13-358 first amended and restated jpa for dak cty domestic preparedness committee

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

Tim Leslie
Dakota County Sheriff
Date of Signature _____

CITY OF APPLE VALLEY

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF BURNSVILLE

By: _____
Elizabeth Kautz, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF EAGAN

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF FARMINGTON

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF HASTINGS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF LAKEVILLE

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF MENDOTA HEIGHTS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF ROSEMOUNT

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF SOUTH ST PAUL

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF WEST ST PAUL

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 13, 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: Ashley Groebner (Water Safety Instructor/Aquatics), Travis Helling (Maintenance Helper/Parks), Devon Lawrence (Maintenance Helper/Parks), Shane McNally (Concessionaire/Golf Course), Caroline Pippert (Lifeguard/Aquatics), Hailey Pederson (Engineering Intern/Public Works), Katherine Leeder (Lifeguard/Aquatics), Lindsay Moynihan (Lifeguard/Aquatics), Daniel Jasperson (Laborer/Golf Course), Grant Poole (Laborer/Golf Course), Casey Difronzo (Kids ROCK Worker/VMCC), Lily Kane (Kids ROCK Worker/VMCC), Aaron Otto (Kids ROCK Worker/VMCC), Maria Retting (Birthday Party Host/VMCC), Jennifer Solano (Birthday Party Host/VMCC), Alaina Schmidt (Birthday Party Host/VMCC), Emma Akemann (Kids ROCK Worker/VMCC), Katie Johnson (Kids ROCK Worker/VMCC), Kristin Krech (Kids ROCK Lead/VMCC), Rachel Rud (Kids ROCK Worker/VMCC), Julia Crary (Kids ROCK Worker/VMCC), Tiarra Johnson (Kids ROCK Worker/VMCC), Rachel Stokke (Kids ROCK Worker/VMCC), Evan Smith (Kids ROCK Worker/VMCC), William Nelson (Kids ROCK Worker/VMCC), Sam Applebaum (Laborer/Golf Course), Matthew Goldade (Laborer/Golf Course), Cody Schmitt (Laborer/Golf Course)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ALFRED WILLENBRING – CASE NO. 16-13IUP

Meeting Date: June 13, 2016
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 1185 80th Street;

- a) An Ordinance Amendment to add “contractor’s yard with outdoor storage” in the A, Agricultural District as on Interim Use.
 - Requires 3/5th's vote.

- c) A Resolution relating to an Interim Use Permit to allow a contractor’s yard with outdoor storage.
 - Requires 4/5th's vote.
 - 60-day deadline: July 26, 2016 (second 60 days)

SUMMARY

Council reviewed the item on May 23rd, but tabled the item and requested staff to add language in the resolution that related to events occurring that would cause expiration of the interim use permit.

Staff and the City Attorney drafted language regarding events occurring to void the permit. Staff also met with Mr. Willenbring to provide him with an update on the language.

ANALYSIS

The ordinance now reflects four possible events occurring that would cause the permit to expire. They relate to sale or dividing the property by the landowner, or by the City or County ordering the construction of 80th Street or trunk sewer and water utilities.

RECOMMENDATION

Planning Staff. Recommends approval of the ordinance amendment and revised interim use permit with the conditions listed in the attached resolution.

Planning Commission. Planning Commission recommended approval of the two requests (8-0), but recommended further that to limit any potential precedence, they recommended that this use be allowed as an interim use in the A, Agricultural District only if the property is guided for commercial in the comprehensive plan land use plan.

Attachments: Ordinance Amendment
 Resolution Approving the Interim Use Permit
 May 23rd Staff Memo to Council
 Planning Commission Recommendation
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) REGARDING ADDING CONTRACTOR'S
YARD WITH OUTDOOR STORAGE IN THE A, AGRICULTURAL ZONING
DISTRICT TO THE LIST OF INTERIM USES

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

Section One. Amendment. Title 10, Chapter 14-2, **INTERIM USES
ENUMERATED**, of the Inver Grove Heights City Code is hereby amended to add the
following:

- I. Within the A, Agricultural Zoning District, contractor's yard with outdoor storage shall be allowed provided the parcel is guided commercial as identified on the Inver Grove Heights Comprehensive Plan Land Use Map.

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

Passed in regular session of the City Council on the ___ day of _____, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

PT S1/2OF W1/2OF SW1/4BOUND ON N&NE BY FOL DES L BEG NE COR OF S306.50F OF
E248.70F W'LY248.71F TO NW COR DEF R 2D57M49S90.78F TO INT C/L RDWY NW'LY AL
C/L668.3F TO INT WITH FOL DES NW'LY L COM SW COR SEC8N0D28M18S W 702.50F
N89D31M42S E488.90F TO BEG N52D52M26S E257.03F TO INT C/LRD S52D52M26S W TO BEG
S30D04M18S E545.05F TO PT235F N OF SL S89D59M12 S 37.67 F TO PT795F E OF W L
S0D28M18S E235F TO S L EX PAR 201H MN DOT RW PLAT 19-123

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW A
CONTRACTOR'S YARD WITH OUTDOOR STORAGE FOR PROPERTY LOCATED AT
1185 80TH STREET**

**CASE NO. 16-13IUP
(Alfred Willenbring)**

WHEREAS, an interim use permit application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the interim use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on April 19, 2016;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an interim use permit for a Contractor's Yard with Outdoor Storage is hereby approved subject to the following conditions:

1. The use of the property for a contractor's yard shall be limited to the area identified on the aerial site plan within the area highlighted in red dated 3/25/16 on file with the planning department.
2. The Interim Use Permit shall expire five (5) years from the City Council approval date, or if any of the following events occurs first:
 1. The property is subdivided or platted.
 2. The property is sold or transferred.
 3. The City or County orders the improvement of Co Rd 28 (80th Street).
 4. The City or County orders sewer or water trunk or lateral lines to serve the property.

3. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate the uses approved in this permit.
4. No other improvements associated with the contractor's yard shall be permitted including buildings, surfacing of the lot or grading.

Passed this _____ day of _____, 2016.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

PT S1/2OF W1/2OF SW1/4BOUND ON N&NE BY FOL DES L BEG NE COR OF S306.50F OF
E248.70F W'LY248.71F TO NW COR DEF R 2D57M49S90.78F TO INT C/L RDWY NW'LY AL
C/L668.3F TO INT WITH FOL DES NW'LY L COM SW COR SEC8N0D28M18S W 702.50F
N89D31M42S E488.90F TO BEG N52D52M26S E257.03F TO INT C/LRD S52D52M26S W TO BEG
S30D04M18S E545.05F TO PT235F N OF SL S89D59M12 S 37.67 F TO PT795F E OF W L
S0D28M18S E235F TO S L EX PAR 201H MN DOT RW PLAT 19-123

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ALFRED WILLENBRING – CASE NO. 16-13IUP

Meeting Date: May 23, 2016
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 1185 80th Street;

- a) An Ordinance Amendment to add “contractor’s yard with outdoor storage” in the A, Agricultural District as on Interim Use.
 - Requires 3/5th's vote.

- c) A Resolution relating to an Interim Use Permit to allow a contractor’s yard with outdoor storage.
 - Requires 4/5th's vote.
 - 60-day deadline: May 29, 2016 (first 60 days)

SUMMARY

The applicant is requesting an interim use permit to allow a portion of his property to be utilized as a contractor’s yard with outdoor storage for a landscaping company. The applicant is requesting the interim use be allowed for a period of five years.

The property is currently zoned A, Agricultural. This district does not allow for contractors yards. Mr. Willenbring indicated his intensions were to allow the business for a period of time until he could sell his land for development. Staff suggested Mr. Willenbring apply for an interim use permit to allow the business for a set period of time. Since the business is only an open storage area where the landscape company parks their vehicles, and no other improvements have been made, it seems this could be an alternative for Mr. Willenbring in the short term.

ANALYSIS

The landscape company operating from the site, stores their trucks and equipment overnight. The crew comes to the site, gets their work for the day and the trucks and equipment are generally gone all day and return at night. No buildings are being used and no other improvements are proposed.

Since this part of the City is in transition and will eventually redevelop with a higher and better use, staff supports the request for the five year time frame proposed with the conditions that no further improvements be made to the site for this operation and no buildings be constructed to house the operation.

RECOMMENDATION

Planning Staff. Recommends approval of the ordinance amendment and interim use permit with the conditions listed in the attached resolution.

Planning Commission. Planning Commission recommended approval of the two requests (8-0), but recommended further that to limit any potential precedence, they recommended that this use be allowed as an interim use in the A, Agricultural District only if the property is guided for commercial in the comprehensive plan land use plan.

Attachments: Ordinance Amendment
Resolution Approving the Interim Use Permit
Planning Commission Recommendation
Planning Report

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 3, 2016

SUBJECT: ALFRED WILLENBRING – CASE NO. 16-13IUP

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an interim use permit to allow a contractor's yard with outdoor storage on an A, Agricultural zoned property, for the property located at 1185 – 80th Street. 6 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting an interim use permit to allow a portion of his property to be utilized as a contractor's yard with outdoor storage for a landscaping company. The applicant is requesting the interim use be allowed for a period of five years. The property is currently zoned A, Agricultural, which does not allow for contractor yards. The City became aware of the business through a complaint received by code enforcement. During meetings with staff to resolve the issue, the landowner indicated his intentions were to allow the business for a period of time until he could sell his land for development. Staff suggested he apply for an interim use permit. No buildings or improvements are proposed for the site. An interim use is a temporary use of a property until a particular date, event, or where there is going to be a change to the character of the neighborhood. In this case the subject area will likely develop into commercial or high density residential once 80th Street is realigned and sewer is available. Staff received comment from one property owner who had no objections. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Wippermann asked how many people were notified of the public hearing.

Mr. Hunting displayed a map showing the parcels that were notified and their proximity to the subject property. He noted that the lots in this area are large and therefore there were only six within the 350 foot radius.

Commissioner Wippermann asked if there was also a sign posted on the property.

Mr. Hunting replied a sign was not posted since this was only a temporary use and no changes/additions to the property were being proposed.

Commissioner Lissarrague asked if staff knew whether the complaint was from a neighbor.

Mr. Hunting replied he was not sure.

Commissioner Lissarrague stated the complainant may not have been one of the six properties that were noticed.

Commissioner Wippermann asked if the complainant would be notified as part of the process.

Mr. Hunting replied they would not be noticed as part of the application process as that was a separate matter. He noted that the complaint could have come in anonymously.

Commissioner Gooch asked what the property to the west was zoned which consisted of a storage facility.

Mr. Hunting replied B-3.

Commissioner Gooch asked if the applicant could request his property be rezoned to B-3 as well.

Mr. Hunting replied in the affirmative, stating that entire corner was guided Community Commercial.

Commissioner Robertson asked if the interim use permit could be shortened from the five year maximum.

Mr. Hunting replied in the affirmative, stating the maximum was five years but if the landowner sold his property to someone else the interim use would disappear.

Commissioner Robertson asked if the interim use permit would follow the property.

Mr. Hunting replied that the interim use permit would expire when the term expired.

Opening of Public Hearing

Alfred Willenbring, 1185- - 80th Street, advised he was available to answer any questions.

Commissioner Gooch asked the applicant if he read the report.

Mr. Willenbring replied in the affirmative. He advised that his renter was on a month-to-month lease so if the road were to come through the lease could be terminated within 60 days.

Commissioner Simon asked the applicant if he was aware the use could last for up to five years.

Mr. Willenbring replied in the affirmative.

Commissioner Simon advised the applicant he could terminate it at any time.

Mr. Willenbring stated he understood. In regard to the previous question about the complaint, he advised that the complaint did not pertain to this piece of property and has since been resolved.

Commissioner Gooch closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Klein to approve the request for an ordinance amendment to add

'contractor's yard with outdoor storage' in the A, Agricultural zoning district to the list of interim uses, for the property located at 1185 – 80th Street.

Commissioner Wippermann was concerned about changing the ordinance and setting a precedent for all agriculturally zoned property. He suggested restricting the ordinance amendment to apply only to property zoned A, Agricultural and guided for commercial.

Commissioner Klein supported Commissioner Wippermann's recommendation.

Commissioner Scales asked if any property owner could request an interim use permit.

Commissioner Wippermann reiterated that it was setting a precedent.

Commissioner Gooch questioned whether we were changing the ordinance.

Mr. Hunting replied they would be changing a section of the ordinance pertaining to interim uses.

Commissioner Wippermann asked if it was possible to restrict the ordinance change strictly to agriculturally zoned property guided for commercial.

Commissioner Simon asked if that would be a condition of approval.

Commissioner Wippermann replied it would be part of the ordinance change rather than a condition.

Commissioner Klein stated an ordinance change typically takes requires three readings.

Mr. Hunting replied this was a minor change which Council has always done in one reading. Approval of this would add 'contractors yard with outdoor storage' in the A, Agricultural zoning district to the list of interim uses. An applicant would then have to get an interim use permit and meet the criterion. He stated if the Commissioners were comfortable with Commissioner Wippermann's suggestion they should make a recommendation and he will verify that that can be done.

Commissioner Robertson was somewhat reluctant to add the suggested clause 'guided for commercial' as there may be other individuals of agriculturally zoned property whose land might eventually become developed but has not yet been guided for commercial.

Commissioner Scales stated any landowner could request an interim use permit; Commissioner Wippermann's recommendation would avoid setting a precedent on all agriculturally zoned property.

Commissioner Lissarrague stated he lived in the Agricultural zoning district and agreed with Commissioner Wippermann's suggestion.

Commissioner Wippermann restated his suggested verbiage.

Recommendation to City Council

May 3, 2016

Page 4

Commissioner Klein restated his motion to approve the request for an ordinance amendment to add 'contractor's yard with outdoor storage' for properties in the A, Agricultural zoning district **that are guided commercial** to the list of interim uses.

Second by Robertson.

Motion carried (8/0).

Motion by Commissioner Klein, second by Commissioner Scales, to approve the interim use permit to allow a contractor's yard with outdoor storage on an A, Agricultural zoned property, for the property located at 1185 – 80th Street, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on May 23, 2016.

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

REPORT DATE: April 28, 2016 **CASE NO:** 16-13IUP

HEARING DATE: May 3, 2016

APPLICANT: Alfred Willenbring

REQUEST: Interim Use Permit for a contractor's yard in the A, Agricultural zoning district

LOCATION: 1185 80th Street E

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

The applicant is requesting an interim use permit to allow a portion of his property to be utilized as a contractor's yard with outdoor storage for a landscaping company. The applicant is requesting the interim use be allowed for a period of five years.

The property is currently zoned A, Agricultural. This district does not allow for contractors yards. The City became aware of the business through a complaint received by code enforcement. Code enforcement followed up on the complaint and contacted the landowner about the violation. During meetings with staff to resolve the issue, the landowner, Mr. Willenbring indicated his intentions were to allow the business for a period of time until he could sell his land for development. Staff suggested Mr. Willenbring apply for an interim use permit to allow the business for a set period of time. Since the business is only an open storage area where the landscape company parks their vehicles, and no other improvements have been made, it seems this could be an alternative for Mr. Willenbring in the short term.

EVALUATION OF THE REQUEST

AS indicated in the narrative, the landscape company stores their vehicles and equipment on site. The employees come in the morning, pick up the trucks and head out for the day. No buildings are proposed for the business. There is no water or electric servicing this part of the property.

SURROUNDING USES: The subject site is surrounded by the following zoning:

North	Large lot residential; zoned A, Agricultural; guided Community Commercial
West	Mini Storage; zoned B-3, General Business; guided Community Commercial
South	80 th Street and Hwy 55
East	Large lot residential; zoned A, Agricultural; guided Community Commercial

INTERIM USE ORDINANCE AMENDMENT

An interim use is defined as a temporary use of a property until a particular date, occurrence of a particular event, or until zoning regulations no longer permits. Interim uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, existing development and proposed future land-use plans, however, they may have merit as uses for some intermediary period of time.

The Interim Use Ordinance is set up so that each allowed use is listed specifically in the ordinance. Therefore the ordinance must be amended each time a new use is approved. In this case, the ordinance would need to be amended to add "contractor's yard with outdoor storage" as an interim use in the A, Agricultural District.

INTERIM USE PERMIT

The interim use of a contractor's yard on this site would not have an impact on public health or existing or planned City facilities. The property is located within the Northwest Area and the area is anticipated to develop with commercial or possibly higher density residential once sewer is available. The extension of 80th Street will run in the vicinity of this parcel, but there is no specific timetable for when this will occur. It will most likely occur once the area develops.

With an interim use, staff recommends that no further improvements be allowed for the contractor's yard such as adding buildings, paving or grading other areas for storage. The intent of an interim use is to allow a temporary use that will not hinder or impede future development of the parcels or surrounding parcels according to the comprehensive plan. In this case, allowing open storage of landscape trucks and equipment is not affecting the future use of the property and would not hinder or add to the cost of redevelopment.

ALTERNATIVES

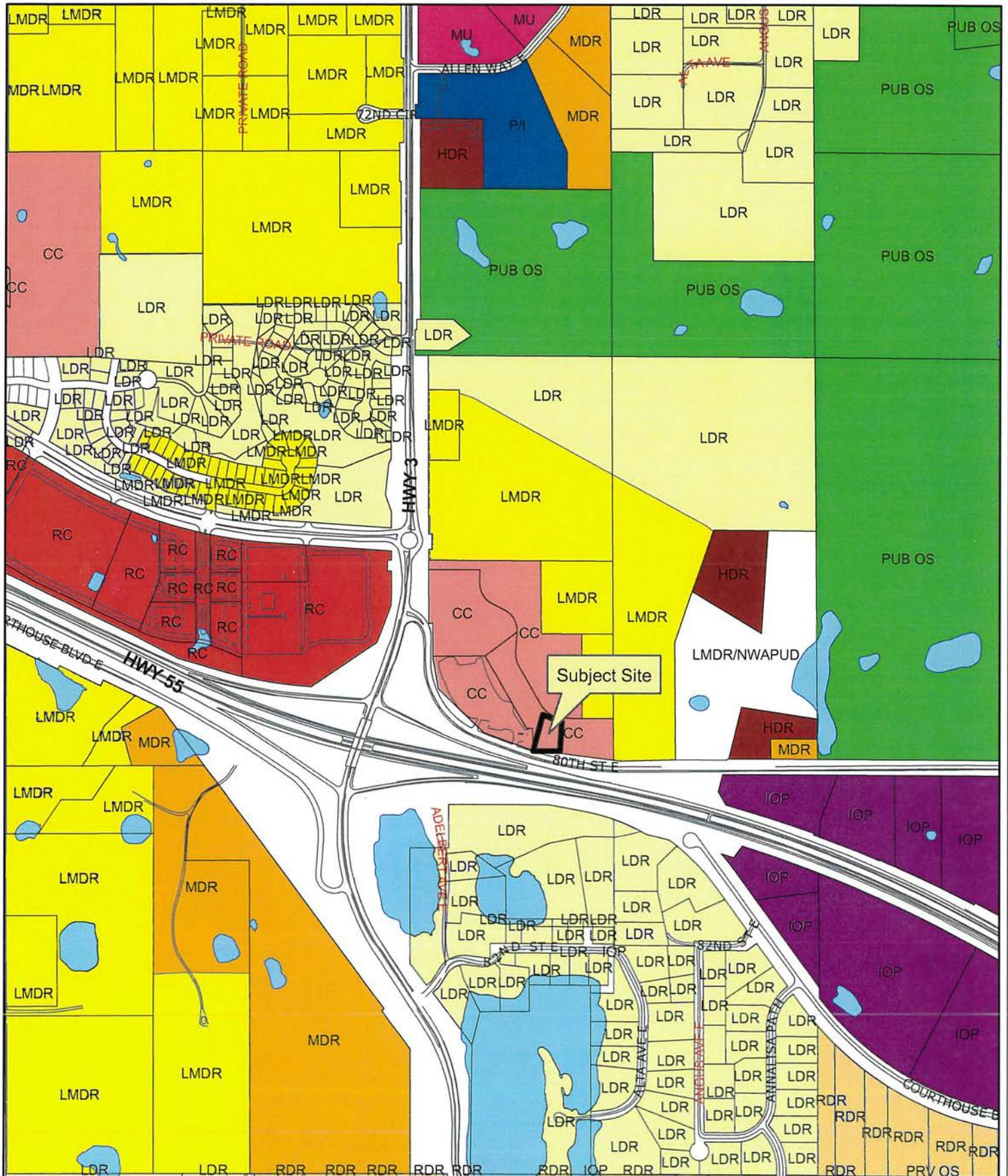
The Planning Commission has the following actions available on the following requests:

- A. Approval.** If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:



Location Map

Case No. 16-13IUP



Alfred Willenbring
1225 80th St E
Inver Grove Heights, MN 55077

March 25th, 2016

Inver Grove Heights – Interim Use Permit Request

I am requesting an interim use permit for a period of 5 years, so that my current tenant may continue to store their vehicles and equipment on a portion of my property, located at 1185 80th St E.

The tenant is located on the South Side of the lot and currently occupies approximately 0.66 acres.

There is no water or electricity servicing this section of the property.

The primary use of the property is for the storage of vehicles and landscaping equipment. It is not open to the public and is marked as private property.

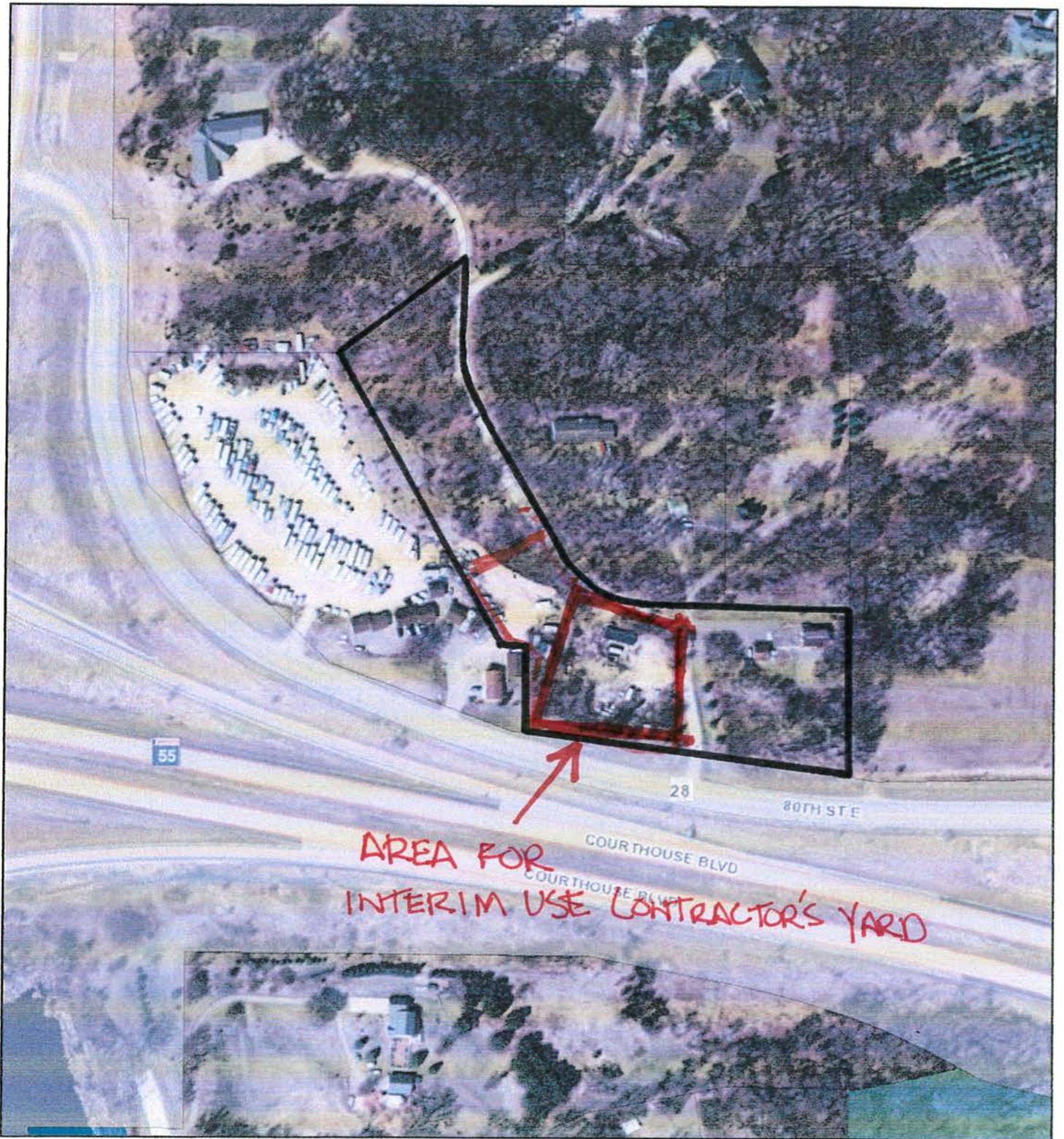
There is currently a shed and a couple shipping containers on site. No permanent structures will be placed on the property.

Property maintains a neat appearance and the current tree line along the perimeter is to remain.

Sincerely,

Alfred Willenbring

My Map



March 25, 2016

1:2,700

- | | | | | | |
|--|-------------|---|------------------------|---|-------------|
|  | 2016 |  | Tax Parcel |  | Pending New |
|  | 2015 |  | Dedicated Right of Way | | |
|  | 2014 |  | Water | | |
|  | 2013 |  | Multi-owner Parcel | | |
|  | 2012 |  | Water in Tax Parcel | | |
|  | Tax Parcels |  | Right of Way Easement | | |



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FRIEMANN COMPANIES – Case No. 16-16ZV

Meeting Date: June 13, 2016
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following actions for property located at 7535 Cloman Way:

- a) an Ordinance Amendment to rezone the property from R-3A, Multiple Family Residential to R-2, Two-Family Residential.
- b) a Resolution relating to a Variance from minimum lot size and width standards in the R-2 District.
 - Requires a 3/5th's vote.
 - 60-day deadline: June 17, 2016 (first 60-days)

SUMMARY

The property is .18 acres in size (7,986 sq ft). It was formerly the Little Green store but has been vacant for a number of years. The applicant is requesting to renovate the existing building on the property, add two attached garages, and turn it into a duplex. The property is currently zoned R-3A which allows for a 3-4 unit building. The property is not large enough to accommodate a 3-4 unit building; therefore, the applicant is requesting to rezone the property to R-2 to allow a two-family residential building. The applicant is also requesting a variance from the minimum lot size requirements to allow a duplex to be located on a lot 7,986 square feet in size whereas 15,000 square feet is required, and 72.5 feet wide whereas 100 feet is required.

The existing building on the site was built in 1961. The lot size and width do not meet current code requirements and it is considered a legal non-conforming lot. Any type of redevelopment would require variance approval. The applicant would be removing some of the hard surface on the property to provide green space for the tenants, the building would have vinyl lap horizontal siding, and access to the property would remain the same. The proposed two-family residential building fits with the neighborhood as there are other multiple-family houses to the north and east of the subject parcel. Allowing the smaller lot size and width for residential properties can provide a different type of housing opportunity in that it may be more affordable for the tenants on the property.

Planning Staff: Based on the information provided staff recommends approval of the requests with the conditions listed in the attached resolutions.

Planning Commission: At the May 17, 2016 public hearing, the Planning Commission recommended approval of the requests with the conditions listed in the attached resolution (8-0).

Attachments: Ordinance Amendment
 Variance Resolution
 PC recommendation
 Planning staff report

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

ORDINANCE NO.

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 16-16ZV

Friemann Companies

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described properties located within the City of Inver Grove Heights from R-3A, Multiple family to R-2, Two-Family, to wit:

That part of the Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of said quarter section, thence East on the north line thereof, 396.00 feet; thence South parallel with the West line thereof, 150.00 feet; this being the point of beginning of the tract to be described; thence South parallel with said West line, 72.50 feet; thence East parallel with said North line, 125.00 feet; thence North parallel with said West line, 72.50 feet; thence West parallel with said North line to the point of beginning. Subject to easements of record.

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the

Ordinance No.
Page 2

Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 13th day of June, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-_____

RESOLUTION APPROVING A VARIANCE FROM THE MINIMUM LOT SIZE AND
WIDTH STANDARDS IN THE R-2 DISTRICT

CASE NO. 16-16ZV
Friemann Companies

Property located at 7535 Cloman Way and legally described as follows:

That part of the Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of said quarter section, thence East on the north line thereof, 396.00 feet; thence South parallel with the West line thereof, 150.00 feet; this being the point of beginning of the tract to be described; thence South parallel with said West line, 72.50 feet; thence East parallel with said North line, 125.00 feet; thence North parallel with said West line, 72.50 feet; thence West parallel with said North line to the point of beginning. Subject to easements of record.

WHEREAS, an application has been received for a Variance to allow a duplex to be located on a lot 7,986 square feet in size whereas 15,000 square feet is required and 72.5 feet wide whereas 100 feet is required;

WHEREAS, the afore described property is zoned R-2, two-family residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on May 17, 2016 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The lot was developed prior to the adoption of the city code and does not meet current code requirements for the minimum lot size or width.
- b. The redevelopment of the property does not appear to have any adverse impacts on the neighboring properties.
- c. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a duplex to be located on a lot 7,986 square feet in size and 72.5 feet wide is hereby approved with the following conditions:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
- 2. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
- 3. If the duplex has one shared utility system a maintenance agreement shall be required between the tenants; this agreement shall be submitted to the City prior to building permit issuance.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder’s Office.

Adopted by the City Council of Inver Grove Heights this 13th day of June, 2016.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 17, 2016

SUBJECT: FRIEMANN COMPANIES – CASE NO. 16-16Z

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a rezoning of the property from R-3A, multiple-family residential to R-2, two-family residential, and a variance from the minimum lot size requirements, for the property located at 7535 Cloman Way. 41 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is .18 acres in size. It was formerly the Little Green store but has been vacant for a number of years. The applicant is requesting to renovate the existing building on the property, add two attached garages, and turn it into a duplex. The property is currently zoned R-3A which allows for a 3-4 unit building. The property is not large enough to accommodate a 3-4 unit building; therefore, the applicant is requesting to rezone the property to R-2 to allow a two-family residential building. The applicant is also requesting a variance from the minimum lot size requirements to allow a duplex to be located on a lot 7,986 square feet in size whereas 15,000 square feet is required, and 72.5 feet wide whereas 100 feet is required. The existing building on the site was built in 1961. The lot size and width do not meet current code requirements and it is considered a legal non-conforming lot. Any type of redevelopment would require variance approval. The applicant would be removing some of the hard surface on the property to provide green space for the tenants, the building would have vinyl lap horizontal siding, and access to the property would remain the same. The proposed two-family residential building fits with the neighborhood as there are other multiple-family houses to the north and east of the subject parcel. Allowing the smaller lot size and width for residential properties can provide a different type of housing opportunity in that it may be more affordable for the tenants on the property. Staff recommends approval of the rezoning and variance request with the three conditions listed in the report. Staff has not heard from any of the surrounding property owners.

Chair Maggi asked when the property was zoned R-3A, noting that a storefront would not be allowed in that district.

Ms. Botten replied it had been zoned multiple-family for many years. She added that the property lost its rights as a commercial building use a long time ago and could no longer be used as a commercial property.

Opening of Public Hearing

Brian Friemann, 7535 Cloman Way, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Friemann replied in the affirmative. He advised that he owns the property next door and purchased this property because it was in disrepair, had been vandalized many times, and he wanted to improve it. He stated the building is very structurally sound, has a full basement, and he would like to retrofit it to a duplex.

Commissioner Niemioja stated the proposed renovation would improve the property.

Commissioner Klein asked the applicant if he planned to utilize the existing basement for both units.

Mr. Friemann replied that each unit would have two bedrooms in the existing basement.

Commissioner Robertson asked if the basement would meet all building code requirements, such as egress windows.

Mr. Friemann replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Simon, to approve the request for a rezoning of the property from R-3A, multiple-family residential to R-2, two-family residential, and a variance from the minimum lot size requirements, for the property located at 7535 Cloman Way, with the conditions listed in the report.

Motion carried (8/0). This item will go to the City Council on June 13, 2016.

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

REPORT DATE: May 11, 2016

CASE NO: 16-16SV

HEARING DATE: May 17, 2016

APPLICANT/PROPERTY OWNER: Friemann Companies

REQUEST: A rezoning of the property from R-3A to R-2 and a lot size and width variance to allow a duplex on the property.

LOCATION: 7535 Cloman Way

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-3A, multiple-family

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten 
Associate Planner

BACKGROUND

The applicant's property is .18 acres (7,986 square feet) in size and zoned R-3A, multiple-family residential. The property was once home to the "little green" store. The building has been vacant for a number of years. The applicant is requesting to renovate the existing building on the property and add two garages to the site to turn the property into a duplex.

The current zoning of R-3A allows a 3 or 4 unit building on the parcel. The property is not large enough to accommodate a 3 or 4 unit building; therefore, the applicant is requesting to rezone the property to R-2, two-family residential to utilize the property.

SPECIFIC REQUEST

The following specific applications are being requested:

- 1) A rezoning of the property from R-3A, multiple-family to R-2, two-family.
- 2) A variance from the minimum lot size requirements to allow a duplex to be located on a lot 7,986 square feet in size whereas 15,000 square feet is required and the lot width of 72.5 feet whereas 100 feet is required.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

- North - Duplex; zoned R-3A; guided LDR
- East - Multiple-family residential; zoned R-3A; guided LDR
- West - Church; zoned P; guided Public/Institutional
- South - Office; zoned R-3A; guided LDR

SITE PLAN REVIEW

Setbacks. The existing building, built in 1961, is a legal non-conforming structure. The two garage additions would comply with setback requirements for the R-2 zoning district.

Impervious surface. The site is currently about 100% impervious surface. The applicant would be removing some of the existing hard surface to provide green space for his tenants.

Access. Access to the property is not changing. There would be one access point onto Cloman Way.

Exterior Materials. The building would have horizontal lap siding on all four sides. The building complies with exterior materials standards.

Engineering. The Engineering Department has reviewed the plans and has noted their comments in a separate memo that is part of the conditions of approval. No storm water treatment facilities are required. Impervious surface would be reduced on the property. The use of the property would not create any adverse impacts to storm water compared to what is existing on the property.

REZONING

City Code, Section 10-3-5 states that a rezoning request must be in the best interest of the physical development of the City in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Infrastructure

City sewer and water are available to the site. If one shared system is used with the duplex a maintenance agreement shall be required between the tenants of the two buildings. This agreement shall be submitted to the City prior to building permit issuance.

Access to the property would not be changing; there is one access point onto Cloman Way. No additional roadways or other public improvements appear to be necessary with this request.

Comp Plan Consistency

The property is guided LDR, Low Density Residential which allows for density of 1-3 units an acre. The applicant is requesting the lot to be rezoned to R-2, two-family residential. The proposed rezoning would be consistent with the Comprehensive Plan.

Neighborhood Compatibility

The property is an existing lot of record. Even though the site requires a variance from the minimum lot size and width requirements the type of product proposed fits with the neighborhood. There are other multi-family units to the north and east of this parcel. The applicant is planning to utilize the existing building on site and reduce the amount of impervious

surface. The request does not appear to have any adverse impacts on the neighboring properties.

VARIANCE REVIEW

If the proposed rezoning is approved, the applicant is requesting a variance from the minimum lot size requirements to allow a duplex to be located on a lot 7,986 square feet in size where as 15,000 square feet is required and 72.5 feet wide whereas 100 feet is required. .

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant’s request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The surrounding neighborhood is guided for low density residential. The use of the property for a duplex would be consistent with the surrounding neighborhood.

Allowing a smaller lot size and width could provide for a different housing opportunity in that it may be more affordable to more individuals. The comprehensive plan states the City should provide affordable housing option when possible.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The property is not physically large enough to comply with the residential minimum lot size and width requirements. Any redevelopment of the site would require variance approval.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property was originally developed in 1961, prior to the adoption of a city code. The lot size and width do not meet current code requirements and is considered a legal non-conforming lot. Any type of redevelopment would require variance approval .

4. *The variance will not alter the essential character of the locality.*

The lot size and width variance would not impact the character of the neighborhood. In respect to the use of the land and setback and code requirements the request is in harmony with the provisions in the zoning ordinance.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:
- Approval of a **Rezoning** from R-3A, multiple-family to R-2 two-family residential.
 - Approval of a **Variance** to allow an R-2 lot 7,986 square foot in size and 72.5 feet wide subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. The applicant shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
 3. If the duplex has one shared utility system a maintenance agreement shall be required between the tenants; this agreement shall be submitted to the City prior to building permit issuance.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

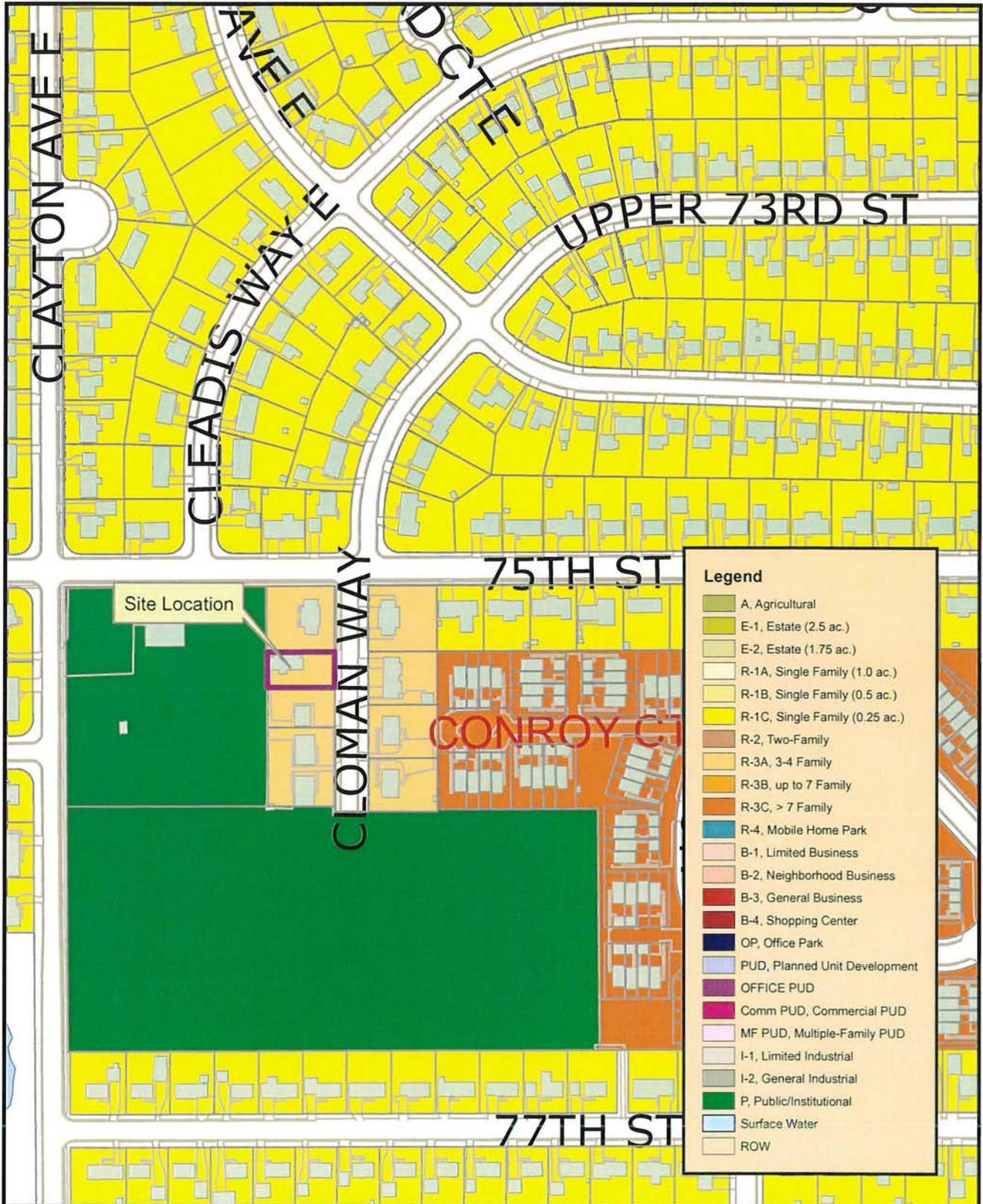
Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the rezoning and variance requests.

Attachments: Exhibit A – Zoning and Location Map
Exhibit B – Narrative
Exhibit C- Survey
Exhibit D – Exterior Elevations

Map not to scale



Friemann Companies Case No. 16-16ZV



Legend	
	A, Agricultural
	E-1, Estate (2.5 ac.)
	E-2, Estate (1.75 ac.)
	R-1A, Single Family (1.0 ac.)
	R-1B, Single Family (0.5 ac.)
	R-1C, Single Family (0.25 ac.)
	R-2, Two-Family
	R-3A, 3-4 Family
	R-3B, up to 7 Family
	R-3C, > 7 Family
	R-4, Mobile Home Park
	B-1, Limited Business
	B-2, Neighborhood Business
	B-3, General Business
	B-4, Shopping Center
	OP, Office Park
	PUD, Planned Unit Development
	OFFICE PUD
	Comm PUD, Commercial PUD
	MF PUD, Multiple-Family PUD
	I-1, Limited Industrial
	I-2, General Industrial
	P, Public/Institutional
	Surface Water
	ROW



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is to be used for reference purpose only. The City of IGH is not responsible for any inaccuracies herein contained.

Exhibit A Zoning and Location Map

Request for Rezoning/Variance of 7535 Cloman Way East, Inver Grove Heights

Thank you for your consideration of this request. I purchased the above referenced property in June of 2015. Our intention, initially, was to acquire the property, demolish the structure and build a duplex. We worked with Allen and Heather in the planning department. They were very helpful. In the process of planning and researching our options we came to understand the existing structure was a very sound and functional building. Additionally it was determined that the structure was completely constructed of concrete and would be very challenging to remove. There is one section of the existing property that requires a variance as it rests on the property line to the West. The existing structure does not impact the property to the West where the variance is requested. The property to the West is a church with a wide open field between our structure and the church building. We will be improving the structure with new siding and roofing materials and the area requiring a variance will be greatly improved over its current condition.

We have met with an engineer and an architect to determine we could remodel the existing structure into a quality, aesthetically pleasing residential duplex. The use of the existing structure in its existing space is the most economically viable option. The new use complies with the Comprehensive Plan of the city of Inver Grove to move away from small non-conforming commercial sites to a residential status.

The building is a legal non-conforming structure that was built prior to the 1965 incorporation and the first city zoning ordinances. We are not encroaching any closer we are just improving the existing structure.

Thank you for your consideration,

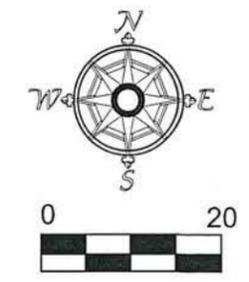


Brian K Friemann

Certificate of Survey

~ for ~ **Friemann Companies, INC.**

of: **7535 Cloman Way**
Inver Grove Heights, MN 55076



DESCRIPTION OF PROPERTY:

That part of the Northwest Quarter of the Southeast Quarter of Section 10, Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of said quarter section, thence East on the north line thereof, 396.00 feet; thence South parallel with the West line thereof, 150.00 feet; this being the point of beginning of the tract to be described; thence South parallel with said West line, 72.50 feet; thence East parallel with said North line, 125.00 feet; thence North parallel with said West line, 72.50 feet; thence West parallel with said North line to the point of beginning. Subject to easements of record.

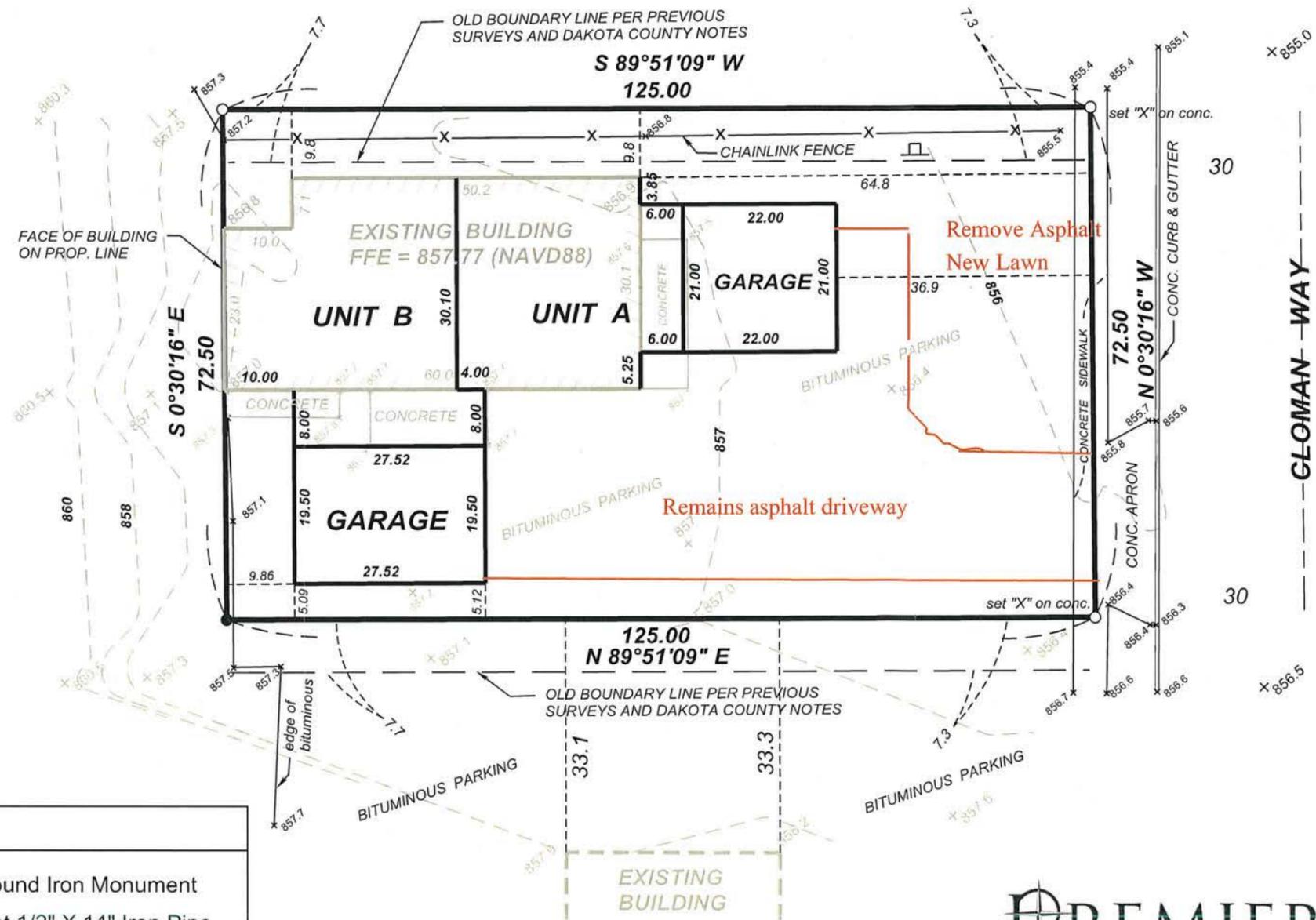
SURVEY NOTE:

Title issues may exist on this property. A previous survey of this property stated: Based on the note from a previous survey which stated that the plat of Amos Addition, which lies North of this property, was monumented in 1965, based on a monument at the West quarter corner of said Section 10, which later was proved to be in error. The correct corner was found to be approximately 18 feet north of that location, by the County Surveyor, and as a result, the irons set in Amos Addition and the curbs and roadway of 175th Street E. are approximately 7.5 feet (in our general vicinity) further South than they should be, according to the correct section corners. Some owners in the neighborhood may have been occupying these "too far south" lines. Consult with legal counsel as necessary.

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Steven V. Ische 22703 04/04/16
 Steven V. Ische License No. Date

LEGEND	
●	Found Iron Monument
○	Set 1/2" X 14" Iron Pipe
×	Spot Elevation
□	Sign



PROJ. #1282-02

PREMIER
 LAND SURVEYING, LLC

952-443-3010



LITTFIN DESIGN

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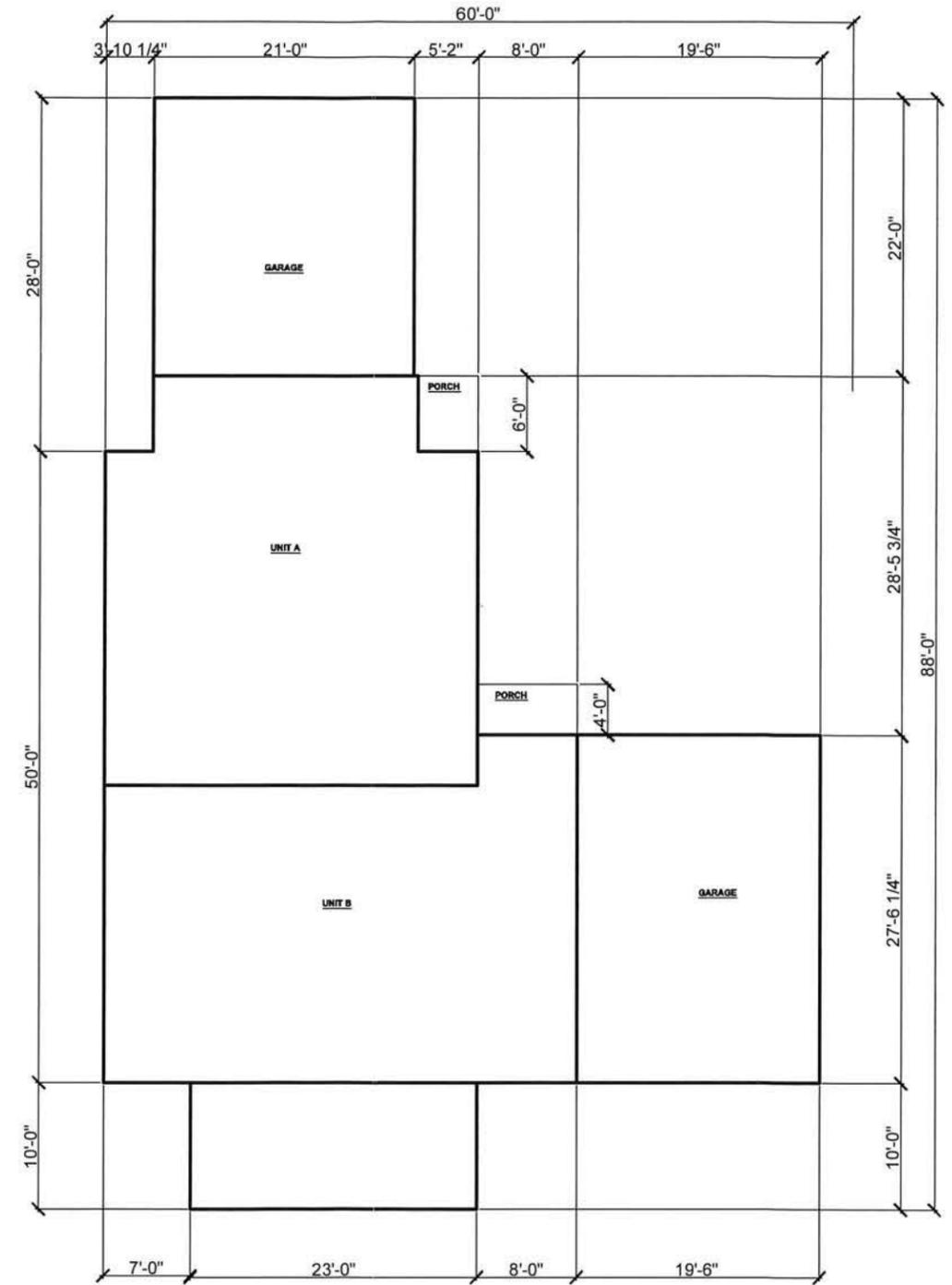
MLITTFIN@HOTMAIL.COM



SOUTH VIEW



EAST VIEW



D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 13, 2016
 Item Type: Regular
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Consider changing the wording on the City Code under Chiefs Powers and Duties.

SUMMARY

At a previous council meeting, it was noted that the wording in one sentence of the City Code regarding Fire Chiefs Powers and Duties did not appear to be correct.

The proposed change to the wording in the Inver Grove Heights, Minnesota City Code under Title 5: POLICE, HEALTH AND SAFETY found in Chapter 1: FIRE DEPARTMENT and located under 5-1-3: CHIEF POWERS AND DUTIES: letter F is as follows:

Present wording:

F. The fire chief shall report each suspension of a member of the fire department as soon as possible to the city administrator for transmission to the city council for its confirmation or denial at the first regular meeting occurring more than ten (10) days after such suspension.

Proposed wording to add the word “not”:

F. The fire chief shall report each suspension of a member of the fire department as soon as possible to the city administrator for transmission to the city council for its confirmation or denial at the first regular meeting occurring not more than ten (10) days after such suspension.

Staff requests approving this change and further recommends that the Council adopt this change in One Reading instead of three readings. This will require a waiver of the rules and a unanimous vote for approval to do so.