



## INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, July 11, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
  - A. Minutes of June 13, 2016 City Council Meeting
  - B. Resolution Approving Disbursements for Period Ending July 6, 2016
  - C. Approve Transfers to City of Inver Grove Heights Economic Development Authority (EDA)
  - D. Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes
  - E. Approve Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 2122 94th Court (Lot 4, Block 1, Shamrock Oaks)
  - F. Resolution Receiving Professional Services Proposal and Accepting Proposal from Short Elliot and Hendrickson, Inc. (SEH) for City Project Nos. 2016-09E – Bancroft Way Area Reconstruction and 2017-09E – 93rd Street/Abigail Court Reconstruction
  - G. CITY OF INVER GROVE HEIGHTS; Consider a Resolution Authorizing Staff to Submit a Planning Assistance grant funds Application to the Metropolitan Council to Cover Costs Preparing the 2040 Comprehensive Plan Update
  - H. 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. MIKE PONE; Consider a Resolution relating to a Variance to allow a deck and patio addition to encroach into the bluffline setback for property located at 8336 River Road.
    - B. FRANCIS MYERS; Consider a Resolution relating to a Conditional Use Permit to allow sheet metal siding on a detached accessory building for the property located at 11400 Albavar Path.
8. **MAYOR & COUNCIL COMMENTS**:
9. **ADJOURN**:

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, JUNE 13, 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, June 13, 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. 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 **Resolution 16-103****
- C. Consider Approval of Subscription transfer Consent Amendment and Estopple Agreement with New Energy Equity LLC**
- D. Consider Approval of Additional Outdoor Storage Location **Resolution 16-104****
- 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 **16-105** to Designate Deputy Clerks for Elections**
- M. Municipal State Aid Street System Adjustments **Resolution 16-106****
- 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 **Resolution 16-107****
- Q. Personnel Actions**

**Motion by Bartholomew, second by Hark, to approve the Consent Agenda 4.A- 4.Q. Items 4E, 4L and 4O was pulled.**

**Ayes: 5**

**Nays: 0          Motion carried.**

Councilmember Piekarski Krech pulled item 4L.

Councilmember Mueller pulled items 4E and 4O.

Councilmember Mueller asked for clarification on item 4E, which is named Consider approval of Joint Powers Agreement in regards to the Regional Trail. Councilmember Mueller asked about the pricing of the trail. Mr. Carlson, Parks and Recreation Director, responded that the prices are locked in, further he explained that the cost for the trails are not being paid by the City. He stated the City is paying the developer but will be reimbursed for all the City's expenses by the County. Mr. Carlson explained that the actual units in the field are being paid for by the Contractor. If the units of trail are 110 units and not 100 units as averaged than the county will pay for 110 units. Mr. Carlson reiterated that the City is not paying

for the construction of this trail at the end. Councilmember Mueller asked about the Phases of payment. Mr. Carlson stated after Phase 1 the Contractor will be paid.

**Motion by Mueller, second by Piekarski Krech, to approve 4E.**

**Ayes: 5**

**Nays: 0          Motion carried.**

Councilmember Piekarski Krech pulled item 4L named Resolution to Designate Deputy Clerks for Elections. She explained that her issue is designating regular citizens as Deputy Clerks, she discussed the past position of Deputy Clerk and asked about the tasks the designated Deputy Clerks will have and the legal ramifications to the City.

City Administrator Mr. Lynch, responded that this designation of Deputy Clerk is limiting the duties of the position to assist in the Election process. He stated they are only assisting the City Clerk in the Primary and General Election particularly in the Absentee Election Board requirements which are required by State Law. Mr. Lynch stated that the new Election law requires the designation of Deputy Clerk and in order to comply with the new law we need to appoint these individuals to this title. Mr. Lynch discussed that this is not a Union position so the City will not be held to a Union pay amount. Mr. Lynch stated that the Resolution can be changed to a temporary status of employment.

City Attorney Mr. Kuntz, summarized the Legislature's alternative procedure for the Absentee Ballot processing which is seven days before the Election you can come into City Hall and vote and put your ballot into the machine. He discussed that there will be an influx of people voting and that the City Clerk will need staff to help with the process. Mr. Lynch went over the new law with the Council. He identified the language that states if the voting procedure is used than the process has to be done by a County Auditor, Municipal Clerk and/or a Deputy Clerk of the County Auditor or Clerk. To comply with the statute the staff will have to be designated as a Deputy Clerk. He discussed the process that cities in Dakota County are doing to comply with the new law. He stated that the staff is temporary, and is not expanding the responsibilities of the position. Mr. Kuntz suggested changes to the Resolution specifically the second paragraph to the last paragraph could be changed to state the following people are designated as Deputy Clerk for the limited purpose of serving on the Absentee Ballot board and administering Elections. This designation ceases on the end of November/ beginning of December. He commented that this would limit the position with a sunset clause.

Councilmember Piekarski Krech asked that the Resolution have "temporary" added in front of Deputy Clerk.

Mayor Tourville asked about the City's employee Carrie Isaacson. Mr. Kuntz responded that this employee is not a part of the scope of the union contract and also he pointed out that in Minnesota statute it states that Election Officials are not considered public employees. The union contract language has an exception written that states Election Officials are not public employees. Mr. Kuntz stated that if the Resolution touches on temporary and includes the sunset clauses this should eliminate issues.

Mayor Tourville asked regarding Carrie Isaacson's pay deferential for Election duties. Mr. Lynch responded that as a part of her job description 1/3 of her duties is to assist with Elections, she is paid her regular wage.

Councilmember Mueller asked whether his wife could be an election judge for the Primary Election. City Clerk Ms. Tesser, stated that his wife could be an election judge for the Primary election and that she spoke to his wife directly on the phone and relayed that information to her.

Councilmember Hark asked where the position was advertised. Mr. Lynch stated that some of these people have prior experiences working with the City in Elections.

City Attorney Mr. Kuntz, stated that there will be four changes to the Resolution and are as follows: people are designated as temporary Deputy Clerks to act as the Election Officers for the limited purposes of serving on the AB Board and administering elections, this position ceases when the Election is certified.

The Council discussed the cease of the Election of the sunset clause.

The Council discussed the selection of the AB Board candidates at length. Mr. Lynch stated that letters were sent out to Election Judges in the past to see if they had interest. City Clerk Ms. Tesser, also posted the position on the website's homepage and at Social Media outlets. Mr. Lynch stated letters were also sent out to prior Election Judges. Ms. Tesser stated she had received over 125 applicants.

The Council agreed with the changes to the Resolution as discussed. Councilmember Bartholomew asked if the Election staff will only be paid for the time worked during Elections. Mr. Lynch replied in the affirmative and added that Carrie Isaacson will be paid her normal rate of pay for assisting with Elections.

**Motion by Bartholomew, second by Hark, to approve item 4L with the Council's recommended changes to the Resolution 16-105.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Councilmember Mueller asked Public Works Director Mr. Thureen, whether a similar project had been done in the past for 117<sup>th</sup> Street. Mr. Thureen discussed the Auxiliary Connector study that is still ongoing, he stated it has two components; one is looking at future needs of the South West route and then the North West route over at Cliff Road to the Interchange at 52. He stated the purpose for this proposal is the existing 117<sup>th</sup> Street. He discussed that it's in need of reconstruction and he mentioned that in the future it will be responsible for more traffic in the future. He talked about the responsibility of the road being between the County and the City. He added that currently the road is designated the responsibility of the City and in conversations with the County they believe the opportunity of receiving 80% of funding for the reconstruction of the street was too great to pass up. Mr. Thureen discussed the expense of the road for future use.

Councilmember Mueller asked Mr. Thureen if a study has been completed. Mr. Thureen discussed the study briefly.

Councilmember Mueller asked what are the odds of receiving the funds. Mr. Thureen stated he doesn't know because it depends on the level of competition. Councilmember Mueller questioned the estimated hours of the contractors. Mr. Thureen stated the cost of the contractors is because of the time requirements on the project. Councilmember Mueller noted that the improvements to 117<sup>th</sup> Street and Cliff Road are due in part to Akron Ave. He asked if the monies going to the improvements will continue. Mr. Thureen replied that it's best to wait to see if the federal funding is received before the road improvements are discussed at length. He discussed the timing factor and if the funds are received along with the declaration that 117<sup>th</sup> Street is the County's responsibilities once the Auxiliary Connector Study is completed. Mr. Thureen discussed the benefits of receiving this funding for both the County and the City.

Councilmember Hark asked if the benefits of receiving the funds is using it for the future. Mr. Thureen replied in the affirmative.

Councilmember Bartholomew asked whether the grant is the City's or a jointly shared agreement between the City and the County in which the dollars can flow to that project. Mr. Thureen stated in the affirmative. Councilmember Mueller asked for staff to let the Council know about the reward deadline.

**Motion by Hark, second by Bartholomew, to approve Item 4O.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

**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 1316 Amendment to add “contractor’s yard with outdoor storage” in the A, Agricultural Zoning District as an Interim Use.**
- b) a Resolution 16-108 relating to an Interim Use Permit to allow a contractor’s yard with outdoor storage.**

Mr. Link introduced the item. He stated the property is located on the east side of Robert Street. The Council had tabled the item at the last meeting asking for staff to review the conditions for which the interim use permit would be terminated. Staff met with the City Attorney, and came up with language and worked with the Applicant Mr. Willenbring, to review the language with him. The Applicant found the language to be acceptable. Mr. Link stated that the interim use permit would expire in five (5) years or one of the following four events would happen:

1. The property is sold and/or the division of the property
2. Development of the property
3. The realignment reconstruction of County Road 28 80<sup>th</sup> Street
4. The City or County orders sewer or water trunk or lateral lines to serve the property.

Mr. Link stated if those events happened than the interim use permit would be terminated. But in any case the interim use would terminate in five years.

Mr. Linked stated that the Planning Commission and Planning Staff approved the changes. Mr. Link stated that the Council must have a 4/5 vote from the City Council.

Alfred Willenbring, 1225 80<sup>th</sup> Street East, Mr. Willenbring stated he saw the changes to the Resolution.

Mayor Tourville stated that the changes will protect the City and the Applicant.

**Motion by Mueller second Piekarski Krech to approve items 7A and 7B.**

**Ayes: 5**

**Nays: 0      Motion carried.**

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

- a) an Ordinance 1317 Amendment to Rezone the property from R-3A, Multiple Family Residential to R-2, Two-Family Residential.**
- b) a Resolution 16-109 relating to a Variance from minimum lot size and width standards in the R-2 District.**

Mr. Link discussed the item. The property is south side of 75<sup>th</sup> at the intersection of Cloman Way. He discussed the owner’s request of renovation of the building and the owner’s request for the building to become a duplex. The property is zoned R3-A which allows for a 3-4 unit building. To allow the duplex the owner is asking for the property to be rezoned to R-2 to allow a two-family residential building.

The applicant is also requesting a variance for the minimum lot size requirement to allow a duplex to be located on a lot because it’s too small to meet the requirements. Mr. Link pointed out on the map the property. Mr. Link stated that the situation is unique. The building was construction in 1961 before the City was conformed. The lot is a legal nonconforming lot. Any type of changes on the property would require a variance of the property because of its size. The owner proposes to remove some of the impervious coverage, currently its 100% paved. The applicant would like some green space for the tenants. The Planning Commission believes the changes to the building fits into the uses of the neighborhood. Staff and Planning Commission recommend approval of the application.

Brian Friemann, 7535 Cloman Way was present at the meeting.

Mayor Tourville discussed the renovations with the applicant. Mr. Link discussed the modification of the buildings to comply with the building code. The Inspection and Planning Staff will be reviewing the building plans. Mr. Link went over the plans briefly with the Council.

Councilmember Mueller asked about the fire safety of the building and set back requirements. Mr. Link discussed the area of the set back and the building being identified as nonconforming. Mr. Link suggested that the condition of the approval be to receive an approval by the Fire Marshall. Mr. Friemann stated that the church would be the access point for fire trucks. Mr. Friemann discussed the soundness of the structure of the building and his reasons for developing the property.

**Motion by Piekarski Krech second Hark to approve the Ordinance Amendment and Resolution 16-109, Item 7A and 7B.**

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

**II. FIRE DEPARTMENT/ADMINISTRATION**

**C. Consider Amending First Ordinance 1318 Reading under Chiefs Powers and Duties**

Fire Chief Ms Thill, asked for consideration to add “not” to code 5-1-3: Chief Powers and Duties to be approved by the Council specifically the language would be amended to add “with not more than 10 days after such suspension” instead of more than 10 days after such suspension.” Ms. Thill also asked that the amendment of the ordinance be approved in one reading.

**Motion by Piekarski Krech second Bartholomew to approve suspend the rule of three readings and approve one reading of Ordinance 1318.**

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

**Motion by Piekarski Krech second Hark to approve the Ordinance Amendment 1318.**

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

**8. MAYOR & COUNCIL COMMENTS**

Mr. Lynch reminded the Council of the Tuesday, July 12<sup>th</sup> 2016 meeting between the school district the time is noted at 6:00-7:30pm in the Council Chambers.

The Block Party is designated on August 2, 2016. Mayor Tourville gave special instructions regarding scheduling. Councilmember Piekarski Krech commented on organization efficiencies of quadrants for practicality instead of traveling all over the city.

Mr. Tourville discussed Allan Cederberg's letter in regards to the square footage of the zoning of his property. Councilmember Piekarski Krech said it depends on the zoning classification. Mr. Tourville discussed the issue of Mr. Cederberg. Mr. Thureen discussed Mr. Cederberg's zoning classification. The reality is the storm water fee map. The criteria is not based on the size of the lot. The criteria is based on the zoning classification. Mr. Thureen discussed that Mr. Cederberg have his property rezoned. Councilmember Piekarski Krech discussed not allowing spot rezoning. Councilmember Piekarski Krech discussed the storm water fee applying to the entire City and that every one contributes to the run off. Mr. Link discussed the zoning districts have a wide variety of lot sizes. That property has been designated to R-1A since 1965. Mr. Link stated it's by zoning ordinance so it's easier to administer. Mayor Tourville commented that it's not by the square footage. City Administrator Mr. Lynch, stated that staff will draft a final letter to Mr. Cederberg in regards to this subject.

**9. ADJOURN:** Motion by Mueller, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 8:20p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of June 23, 2016 to July 6, 2016.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending July 6, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$401,855.86
Debt Service & Capital Projects	253,068.12
Enterprise & Internal Service	304,305.76
Escrows	11,884.21
	<hr/>
Grand Total for All Funds	<u><u>\$971,113.95</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period June 23, 2016 to July 6, 2016 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING July 6, 2016**

**WHEREAS**, a list of disbursements for the period ending July 6, 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	\$401,855.86
Debt Service & Capital Projects	253,068.12
Enterprise & Internal Service	304,305.76
Escrows	11,884.21
Grand Total for All Funds	<u><u>\$971,113.95</u></u>

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

Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
2ND WIND EXERCISE, INC.	022027093	07/06/2016	5/27/16	101.42.4200.423.60065	125.00
ACROSS THE STREET PRODUCTIONS	12-3733	06/22/2016	3/4/16	101.42.4200.423.30700	1,672.00
AFSCME COUNCIL 5	INV0053398	06/10/2016	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0053399	06/10/2016	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0053400	06/10/2016	UNION DUES (AFSCME FULL SHARE-P	101.203.2031000	87.90
AFSCME COUNCIL 5	INV0053730	06/24/2016	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0053731	06/24/2016	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0053732	06/24/2016	UNION DUES (AFSCME FULL SHARE-P	101.203.2031000	87.90
ASPEN MILLS	183176	07/06/2016	550771	101.42.4200.423.60045	46.50
BARNA, GUZY, & STEFFEN LTD	159152	06/22/2016	5/31/16	101.41.1100.413.30430	130.00
BARR ENGINEERING COMPANY	23190328.16-1	06/22/2016	5/11/16	101.43.5100.442.30300	453.00
BETTS, BETH	1069	06/29/2016	6/10/16	101.44.6000.451.30700	692.00
CA DEPT OF CHILD SUPPORT SERVICE	INV0053734	06/24/2016	MIGUEL GUADALAJARA FEIN/TAXPAYE	101.203.2032100	440.76
CARGILL, INC.	2902847628	06/22/2016	5/26/16	101.43.5200.443.60016	37,884.42
CARGILL, INC.	2902859309	06/22/2016	6/6/16	101.43.5200.443.60016	3,416.69
CARGILL, INC.	2902872602	06/29/2016	6/15/16	101.43.5200.443.60016	8,121.47
CARGILL, INC.	2902876085	06/29/2016	6/17/16	101.43.5200.443.60016	15,562.06
CDW GOVERNMENT INC	DGX0266	07/06/2016	2394832	101.41.1200.414.60065	215.04
CDW GOVERNMENT INC	DHH2634	07/06/2016	2394832	101.41.1200.414.60065	153.60
CENTURY LINK	6/19/16 651 455 9072 782	07/06/2016	651 455 9072 782	101.42.4200.423.50020	43.45
CITY OF SAINT PAUL	IN00016251	07/06/2016	76	101.43.5200.443.60016	2,225.60
COLLINS ELECTRICAL CONST.	1631068.01	06/22/2016	6/1/16	101.43.5200.443.40046	170.25
COLLINS ELECTRICAL CONST.	1631135.01	06/22/2016	6/6/16	101.43.5200.443.40046	180.25
COLLINS ELECTRICAL CONST.	1631190.01	06/22/2016	6/13/16	101.43.5200.443.40046	219.25
COMCAST	6/19/16 8772 10 591 00247	07/01/2016	8772 10 591 0024732	101.42.4200.423.30700	9.00
COPY RIGHT	71847	06/22/2016	6/16/16	101.42.4000.421.50030	183.03
DAKOTA CTY FINANCIAL SVCS	00020794	07/06/2016	51-0011351155-3	101.42.4000.421.70501	1,423.13
DAKOTA CTY FINANCIAL SVCS	00020794	07/06/2016	APRIL 2016 SUBSCRIBER FEES	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00020794	07/06/2016	APRIL 2016 SUBSCRIBER FEES	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	246837-9 6/16	06/22/2016	Electric	101.44.6000.451.40020	3,095.49
DAKOTA ELECTRIC ASSN	250165-8 6/16	06/22/2016	Electric	101.44.6000.451.40020	570.03
DAKOTA ELECTRIC ASSN	393563-2 6/16	06/22/2016	Electric	101.44.6000.451.40020	175.68
DAKOTA ELECTRIC ASSN	426713-4 6/16	06/22/2016	Electric	101.43.5400.445.40020	48.04
DAKOTA ELECTRIC ASSN	443054-2 6/16	06/22/2016	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 6/16	06/22/2016	Electric	101.43.5400.445.40020	1,198.24
DANNER LANDSCAPING	12769	06/22/2016	6/15/16	101.43.5200.443.60016	168.00
EARL F ANDERSEN INC	0110688-IN	07/06/2016	0004094	101.43.5200.443.60016	115.00
EFTPS	INV0053752	06/24/2016	FEDERAL WITHHOLDING	101.203.2030200	49,709.12
EFTPS	INV0053754	06/24/2016	MEDICARE WITHHOLDING	101.203.2030500	13,822.70
EFTPS	INV0053755	06/24/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	44,526.42
ELECTRIC FIRE & SECURITY	11134	06/22/2016	CIT800	101.44.6000.451.50055	496.00
ESS BROTHERS & SONS INC	VV2943	07/06/2016	6/10	101.43.5200.443.60016	804.00
EXPERT TREE AND SERVICE AND SCIEI	7044	06/22/2016	5/31/16	101.43.5200.443.40046	575.00
EZ DOCK OF MIDWEST	15258	06/29/2016	6/14/16	101.44.6000.451.40047	425.64
FIRST IMPRESSION GROUP, THE	68948-P	06/22/2016	6/15/16	101.41.1100.413.50035	2,465.00
FIRSTSCRIBE	2469801	06/29/2016	6/1/16	101.43.5100.442.40044	250.00
FORCE AMERICA, INC.	IN001-1058487	06/22/2016	366100	101.43.5200.443.30700	120.57
GENESIS EMPLOYEE BENEFITS ACH ON	INV0053737	06/24/2016	HSA ELECTION-FAMILY	101.203.2032500	2,826.99
GENESIS EMPLOYEE BENEFITS ACH ON	INV0053738	06/24/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GENESIS EMPLOYEE BENEFITS ACH ON	6/30/16 2ND QTR	06/30/2016	2ND QTR	101.203.2030700	1,657.95
GENESIS EMPLOYEE BENEFITS ACH ON	6/30/16 FLEX	06/30/2016	FLEX COMP	101.203.2031500	5,736.90
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.41.1100.413.30550	31.75
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.41.2000.415.30550	72.15
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.42.4000.421.30550	221.22
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.43.5000.441.30550	15.00
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.43.5100.442.30550	37.00
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.44.6000.451.30550	41.03
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.45.3000.419.30550	18.92
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.45.3200.419.30550	16.16
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	101.45.3300.419.30550	29.50
GENESIS EMPLOYEE BENEFITS, INC	IN814350	07/06/2016	5/1/16-5/31/16	101.42.4000.421.30550	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN814350	07/06/2016	5/1/16-5/31/16	101.45.3300.419.30550	6.00
GERTENS	397452/1	06/29/2016	103566	101.44.6000.451.60035	263.80
HARRIS COMPUTER SYSTEMS	MN00090347	06/22/2016	INV1100	101.45.3300.419.40049	10,198.58
HARRIS COMPUTER SYSTEMS	6/22/16	06/22/2016	SALES TAX REFUND	101.45.3300.419.40049	(671.83)

ICMA RETIREMENT TRUST - 457	INV0053739	06/24/2016	ICMA-AGE <49 %	101.203.2031400	4,399.06
ICMA RETIREMENT TRUST - 457	INV0053740	06/24/2016	ICMA-AGE <49	101.203.2031400	4,752.30
ICMA RETIREMENT TRUST - 457	INV0053741	06/24/2016	ICMA-AGE 50+ %	101.203.2031400	1,415.39
ICMA RETIREMENT TRUST - 457	INV0053742	06/24/2016	ICMA-AGE 50+	101.203.2031400	4,744.36
ICMA RETIREMENT TRUST - 457	INV0053743	06/24/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0053750	06/24/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,074.24
ICMA RETIREMENT TRUST - 457	INV0053751	06/24/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
IMPACT PRINTING	42444	06/22/2016	5/13/16	101.45.3300.419.50030	195.00
INDUSTRIAL ORGANIZATIONAL SOLUTIONS	C37013A	06/29/2016	6/9/16	101.41.1100.413.30500	946.80
INFINITY WIRELESS	39116	07/06/2016	7/1/16	101.42.4200.423.40042	295.00
ING DIRECT	INV0053054	05/27/2016	MSRS-HCSP	101.203.2032200	4,020.55
INNOVATIVE OFFICE SOLUTIONS	SUM-025679	06/22/2016	S28777	101.43.5100.442.60040	23.96
INNOVATIVE OFFICE SOLUTIONS	SUM-025679	06/22/2016	S28777	101.45.3300.419.60040	283.39
IUOE	INV0053411	06/10/2016	UNION DUES IUOE	101.203.2031000	1,259.57
KEEPRS, INC	310335	06/22/2016	11482624	101.42.4000.421.60040	50.99
KEEPRS, INC	312040	06/29/2016	INVERG0012	101.42.4000.421.60045	116.73
LANGUAGE LINE SERVICES	3848102	06/22/2016	9020909043	101.42.4000.421.50020	57.42
LELS	INV0053908	06/10/2016	PR 06/10 UNION DUES	101.203.2031000	1,404.00
LELS SERGEANTS	INV0053421	06/10/2016	UNION DUES (LELS SGT)	101.203.2031000	245.00
LEVANDER, GILLEN & MILLER P.A.	5/31/16 92000E	06/22/2016	92000E	101.42.4000.421.30410	14,492.42
LILLIE SUBURBAN NEWSPAPERS	5/31/16 001363	06/22/2016	Advertising/Publishing	101.41.1100.413.50025	91.80
LILLIE SUBURBAN NEWSPAPERS	5/31/16 001363	06/22/2016	Advertising/Publishing	101.45.3200.419.50025	61.20
LILLIE SUBURBAN NEWSPAPERS	5/31/16 001363	06/22/2016	Advertising/Publishing	101.45.3200.419.50025	29.05
LOCAL GOVERNMENT INFORMATION SYSTEMS	41907	06/29/2016	106325	101.42.4000.421.70501	55.00
LOCAL GOVERNMENT INFORMATION SYSTEMS	41957	06/29/2016	106325	101.42.4000.421.70501	1,844.00
LOCAL GOVERNMENT INFORMATION SYSTEMS	41967	06/29/2016	111541	101.42.4200.423.30700	124.00
LONE OAK GRAPHICS INC	37325	07/06/2016	8150	101.41.1000.413.30401	124.92
MADISON NATIONAL LIFE INSURANCE COMPANY	1215427	07/06/2016	012439	101.203.2031700	2,584.58
MADISON NATIONAL LIFE INSURANCE COMPANY	1215427	07/06/2016	012439	101.42.4000.421.20630	(136.82)
MADISON NATIONAL LIFE INSURANCE COMPANY	1215427	07/06/2016	012439	101.43.5100.442.20630	1.56
MID STATE PLUMBING & HEATING, INC.	89621	06/22/2016	6/3/16	101.42.4200.423.40040	682.00
MINNEAPOLIS OXYGEN CO.	183221641	07/06/2016	113504	101.42.4200.423.40042	130.30
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0053733	06/24/2016	BRANDON BUCKLEY FEIN/TAXPAYER ID	101.203.2032100	381.09
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0053735	06/24/2016	JOEL JACKSON FEIN/TAXPAYER ID: 411	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0053736	06/24/2016	JUSTIN PARRANTO FEIN/TAXPAYER ID	101.203.2032100	226.58
MINNESOTA/WISCONSIN PLAYGROUND	2016180	06/22/2016	6/9/16	101.44.6000.451.60016	3,580.00
MN DEPT OF REVENUE	INV0053753	06/24/2016	STATE WITHHOLDING	101.203.2030300	20,172.18
MN LIFE INSURANCE CO	JULY 2016	07/06/2016	JULY 2016	101.203.2030900	3,044.51
MN LIFE INSURANCE CO	JULY 2016	07/06/2016	JULY 2016	101.42.4000.421.20620	(8.63)
MN NCPERS LIFE INSURANCE	JULY 2016	07/06/2016	JULY 2016	101.203.2031600	320.00
MN POLLUTION CONTROL AGENCY	10000010715	06/22/2016	107418	101.43.5200.443.30700	261.58
PERA	INV0053744	06/24/2016	PERA COORDINATED PLAN	101.203.2030600	33,899.56
PERA	INV0053745	06/24/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,607.58
PERA	INV0053746	06/24/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0053747	06/24/2016	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA	INV0053748	06/24/2016	PERA POLICE & FIRE PLAN	101.203.2030600	12,763.06
PERA	INV0053749	06/24/2016	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	19,144.63
PETTY CASH - POLICE	6/29/16	06/29/2016	PETTY CASH REQUEST	101.42.4000.421.50070	14.93
PETTY CASH - POLICE	6/29/16	06/29/2016	PETTY CASH REQUEST	101.42.4000.421.50080	1.00
PINE BEND PAVING, INC.	16-282	06/22/2016	6/1/16	101.43.5200.443.60016	829.21
PINE BEND PAVING, INC.	16-283	06/22/2016	6/1/16	101.43.5200.443.60016	1,374.75
PINE BEND PAVING, INC.	16-303	06/22/2016	6/4/16	101.43.5200.443.60016	480.81
PINE BEND PAVING, INC.	16-339	06/29/2016	6/20/16	101.43.5200.443.60016	2,753.73
PINE BEND PAVING, INC.	16-340	06/29/2016	6/20/16	101.43.5200.443.60016	513.65
PRECISE MRM	IN200-1009053	07/06/2016	000208	101.43.5200.443.30700	13.41
SAFE ASSURE CONSULTANTS	1027	07/06/2016	4/21/16	101.44.6000.451.50080	123.34
SCHERFF INC	5/29/16	06/22/2016	5/29/16	101.43.5200.443.40046	1,525.00
SHARROW LIFTING PRODUCTS	99604	06/22/2016	18300	101.43.5200.443.60016	406.35
SPRINT	842483314-175	06/29/2016	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-175	06/29/2016	Telephone	101.41.1100.413.50020	69.98
SPRINT	842483314-175	06/29/2016	Telephone	101.41.2000.415.50020	34.99
SPRINT	842483314-175	06/29/2016	Telephone	101.42.4000.421.50020	34.99
SPRINT	842483314-175	06/29/2016	Telephone	101.42.4200.423.50020	34.99
SPRINT	842483314-175	06/29/2016	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-175	06/29/2016	Telephone	101.44.6000.451.50020	34.99
SPRINT	842483314-175	06/29/2016	Telephone	101.45.3000.419.50020	34.99
STRAIGHT RIVER MEDIA	1306	06/22/2016	JULY-AUGUST	101.41.1100.413.50032	900.00
STREICHER'S	11213139	06/22/2016	285	101.42.4000.421.60065	173.98
T MOBILE	6/8/16 494910368	06/29/2016	49410368	101.43.5100.442.50020	49.99
TOTAL CONSTRUCTION & EQUIPMENT	67813	07/06/2016	CIT001	101.43.5400.445.40042	584.68
TYLER TECHNOLOGIES, INC	025-159324	06/22/2016	41443	101.41.2000.415.40044	40.00
TYLER TECHNOLOGIES, INC	025-159779	06/29/2016	41443	101.41.2000.415.40044	438.00
ULINE	77696691/77816031	06/29/2016	11482624	101.42.4000.421.60065	172.59
ULINE	78039825	06/29/2016	11482624	101.42.4000.421.50035	44.27
UNIFIRST CORPORATION	090 0308064	06/22/2016	1051948	101.43.5200.443.60045	88.57
UNIFIRST CORPORATION	090 0308064	06/22/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0309081	06/22/2016	1051948	101.43.5200.443.60045	33.42

UNIFIRST CORPORATION	090 0309081	06/22/2016	1051948	101.44.6000.451.60045	29.52
VOLUNTEER FIREFIGHTERS BENEFIT	2016 RENEWAL	07/06/2016	58 VOLUNTEERS/3 PAID MEMBERS	101.42.4200.423.50070	790.00
ZEE MEDICAL SERVICE	54111569	06/22/2016	6/9/16	101.42.4000.421.60065	173.85
<b>Fund: 101 - GENERAL FUND</b>					<b>373,385.95</b>
RIVER HEIGHTS CHAMBER OF COMMEF 6978		06/22/2016	6/8/16	201.44.1600.465.30700	2,924.71
RIVER HEIGHTS CHAMBER OF COMMEF 6978		06/22/2016	6/8/16	201.44.1600.465.40065	250.00
<b>Fund: 201 - C.V.B. FUND</b>					<b>3,174.71</b>
ALPHABITS BAND	6/7/16	06/22/2016	CONCERT PERFORMANCE 8/16/16	204.44.6100.452.30700	175.00
BURROWS, SARAH	6/9/16	06/22/2016	6145 BOYER PATH	204.44.0000.3470000	10.75
COUGHLIN, BRIANA	6/9/16	06/22/2016	REFUND - TENNIS	204.44.0000.3470000	10.00
FLEMING, KARI	6/9/16	06/22/2016	REFUND - TENNIS	204.44.0000.3470000	10.75
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	204.44.6100.452.30550	13.98
HALE, WILLIAM	6/7/16	06/22/2016	CONCERT PERFORMANCE 7/19/16	204.44.6100.452.30700	350.00
HANSON, MICHAEL	6/7/16	07/06/2016	SPRING SESSION 2016	204.44.6100.452.30700	350.00
HUFF, JEN	6/9/16	06/22/2016	REFUND - TENNIS	204.44.0000.3470000	10.75
KROOG, RACHAEL	6/7/16	06/22/2016	CONCERT PERFORMANCE 6/21/16	204.44.6100.452.30700	350.00
REZK, GERGES	6/21/16	06/29/2016	LOW ENROLLMENT	204.228.2280200	(20.00)
ROBERTSON, JEREMY	6/9/16	06/22/2016	REFUND - TENNIS	204.44.0000.3470000	10.00
SOUTH ST PAUL UMPIRES ASSOC	MAY 2016	06/22/2016	MAY 2016	204.44.6100.452.30700	3,249.00
TETREULT, BRIDGET	6/9/16	06/22/2016	6/9/16	204.44.0000.3470000	10.75
<b>Fund: 204 - RECREATION FUND</b>					<b>4,530.98</b>
COCA COLA BOTTLING COMPANY	0118441121	06/22/2016	5/4/16	205.44.6200.453.76100	456.96
COMMON SENSE BUILDING SERVICES,	38821	06/29/2016	6/15/16	205.44.6200.453.40040	7,288.05
EARL F ANDERSEN INC	0110688-IN	07/06/2016	0004094	205.44.6200.453.60065	185.55
EARL F ANDERSEN INC	0110688-IN	07/06/2016	0004094	205.44.6200.453.60065	185.55
EZ FITNESS SOLUTIONS, LLC	16-0004	06/22/2016	5/20/16	205.44.6200.453.40042	750.00
EZ FITNESS SOLUTIONS, LLC	16-0005	06/29/2016	6/16/16	205.44.6200.453.40042	293.80
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	205.44.6200.453.30550	26.64
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	205.44.6200.453.30550	12.50
OLD WORLD PIZZA	6/14/16	06/22/2016	6/14/16	205.44.6200.453.76050	98.45
PETTY CASH - ATM	JAN-MAR 2016	06/22/2016	ATM JAN-MAR 2016	205.44.6200.453.70440	29.69
REZK, GERGES	6/21/16	06/29/2016	LOW ENROLLMENT	205.44.0000.3493501	64.00
<b>Fund: 205 - COMMUNITY CENTER</b>					<b>9,418.19</b>
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	290.45.3000.419.30550	1.34
LANDMARK ENVIRONMENTAL, LLC	15084.02-1	06/29/2016	15084.02	290.45.3000.419.30700	11,344.69
<b>Fund: 290 - EDA</b>					<b>11,346.03</b>
WELLS FARGO BANK	1323969	06/29/2016	6/1/16	353.57.9000.570.90300	400.00
<b>Fund: 353 - G.O. CAP IMPR BONDS 2009A</b>					<b>400.00</b>
APEX ARENA SOLUTIONS, INC.	3	06/29/2016	6/30/16	436.44.5900.736.40040	42,454.82
BARR ENGINEERING COMPANY	23190328.15-15	07/06/2016	2015 PROJECT REVIEWS	436.73.5900.736.30300	121.50
BARR ENGINEERING COMPANY	23190328.16-2	07/06/2016	6/13/16	436.73.5900.736.30300	3,166.00
KIMLEY-HORN & ASSOCIATES, INC.	7939010	06/29/2016	160509027.3	436.73.5900.736.30300	1,411.52
<b>Fund: 436 - 2016 IMPROVEMENT FUND</b>					<b>47,153.84</b>
AMERICAN ENGINEERING TESTING, INC	92064	06/29/2016	INV001	440.74.5900.740.30340	418.50
KIMLEY-HORN & ASSOCIATES, INC.	7939010	06/29/2016	160509027.3	440.74.5900.740.30300	14,272.06
<b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>					<b>14,690.56</b>
LILLIE SUBURBAN NEWSPAPERS	5/31/16 001363	06/22/2016	Advertising/Publishing	441.74.5900.741.70600	33.20
<b>Fund: 441 - STORM WATER MANAGEMENT</b>					<b>33.20</b>
KEYS WELL DRILLING CO	2016018-2	06/29/2016	6/14/16	444.74.5900.744.80300	17,601.00
M & J SERVICES, LLC	1448	07/06/2016	6/7/16	444.74.5900.744.80300	675.00
<b>Fund: 444 - PARK CAPITAL REPLACEMENT</b>					<b>18,276.00</b>
BRKW APPRAISALS, INC.	7673	06/29/2016	2015-12	446.74.5900.746.30700	1,800.00
KIMLEY-HORN & ASSOCIATES, INC.	7906897	06/29/2016	160509031.3	446.74.5900.746.30300	2,782.49
KIMLEY-HORN & ASSOCIATES, INC.	7939009	06/29/2016	160509026.3	446.74.5900.746.30300	28,506.54
STANTEC CONSULTING SERVICES INC.	1058355	06/29/2016	92607	446.74.5900.746.30300	819.50
<b>Fund: 446 - NW AREA</b>					<b>33,908.53</b>
BARR ENGINEERING COMPANY	5/26/16	06/29/2016	4/16/16-5/13/16	451.75.5900.751.30700	5,447.50
JOEL CARLSON	JULY 2016	06/29/2016	JULY 2016	451.75.5900.751.30700	1,000.00
STAR CITY DAYS, INC.	6/22/16	06/22/2016	DONATION	451.75.5900.751.70600	5,000.00
<b>Fund: 451 - HOST COMMUNITY FUND</b>					<b>11,447.50</b>
BLACKBERRY POINTE APARTMENTS	1ST HALF 2016 TIF	07/06/2016	BRENTWOOD HILLS TIF	453.57.9000.570.90100	127,158.49
<b>Fund: 453 - SE QUADRANT TIF DIST 4-1</b>					<b>127,158.49</b>

AUTOMATIC SYSTEMS CO.	30209 S	07/06/2016	INVE01	501.50.7100.512.40043	251.05
CITY OF BLOOMINGTON	5/1/16-5/31/16	06/22/2016	5/31/16	501.50.7100.512.30700	420.00
ELECTRIC FIRE & SECURITY	11575	07/06/2016	CIT800	501.50.7100.512.40040	596.00
ELROY'S ELECTRIC SERVICE	4970	06/22/2016	6/10/16	501.50.7100.512.60040	76.00
ELROY'S ELECTRIC SERVICE	4995	06/29/2016	6/21/16	501.50.7100.512.40042	127.00
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	501.50.7100.512.30550	43.78
GERTENS	396110/1	06/22/2016	103566	501.50.7100.512.60016	165.03
GERTENS	396918/1	06/22/2016	103566	501.50.7100.512.60016	20.85
GERTENS	398632/1	07/06/2016	103566	501.50.7100.512.60016	303.60
GERTENS	398697/1	07/06/2016	103566	501.50.7100.512.60016	(113.85)
GLENN LAWN CARE	403	07/06/2016	403	501.50.7100.512.30700	1,040.00
HAWKINS, INC.	3900402	06/29/2016	108816	501.50.7100.512.60019	618.80
HAWKINS, INC.	3906031	07/06/2016	108816	501.50.7100.512.60019	6,145.49
JB CONTROLS, INC.	9601	06/22/2016	6/7/16	501.50.7100.512.40040	476.81
LILLIE SUBURBAN NEWSPAPERS	5/31/16 001363	06/22/2016	Advertising/Publishing	501.50.7100.512.30700	112.05
M & J SERVICES, LLC	1449	06/22/2016	6/7/16	501.50.7100.512.40043	750.00
M & J SERVICES, LLC	1450	06/22/2016	6/7/16	501.50.7100.512.40046	630.00
MADISON NATIONAL LIFE INSURANCE C	1215427	07/06/2016	012439	501.50.7100.512.20630	0.90
MN DEPT OF LABOR & INDUSTRY	ABR0142230I	06/22/2016	0000010761	501.50.7100.512.40040	10.00
MN GLOVE & SAFETY, INC.	294957	06/29/2016	CTINVP	501.50.7100.512.60045	84.98
MN PIPE & EQUIPMENT	0356820	06/22/2016	2195	501.50.7100.512.40043	2,191.80
SAFE ASSURE CONSULTANTS	1027	07/06/2016	4/21/16	501.50.7100.512.50080	123.33
SPRINT	842483314-175	06/29/2016	Telephone	501.50.7100.512.50020	70.38
STANTEC CONSULTING SERVICES INC.	1058356	06/22/2016	92607	501.50.7100.512.30300	132.00
TKDA	002016001575	06/22/2016	0015781.001	501.50.7100.512.30700	1,808.18
UPS	000027914A246	06/29/2016	27914A	501.50.7100.512.60016	12.50
VALLEY-RICH CO, INC	22789	06/22/2016	R160200 06/01	501.50.7100.512.40046	2,162.35

**Fund: 501 - WATER UTILITY FUND**

**18,259.03**

GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001056523	06/22/2016	5084	502.51.7200.514.40015	145,904.71

**Fund: 502 - SEWER UTILITY FUND**

**145,927.94**

ALL STAR PRO GOLF, INC.	253703	06/22/2016	210365	503.52.8200.523.76400	175.69
ARAMARK REFRESHMENT SERVICES	1234140	06/29/2016	48128	503.52.8300.524.76100	124.98
BREAKTHRU BEVERAGE MINNESOTA	1090573276	06/29/2016	102294	503.52.8300.524.76150	199.95
BREAKTHRU BEVERAGE MINNESOTA	1080486698	06/29/2016	102294	503.52.8300.524.76150	144.39
BREAKTHRU BEVERAGE MINNESOTA	1090576186	06/29/2016	102294	503.52.8300.524.76150	70.15
BREAKTHRU BEVERAGE MINNESOTA	1090576925	06/29/2016	102294	503.52.8300.524.76150	177.50
COCA COLA BOTTLING COMPANY	0178457910	06/22/2016	6/8/16	503.52.8300.524.76100	514.20
COCA COLA BOTTLING COMPANY	0178457911	06/22/2016	6/8/16	503.52.8300.524.76100	60.00
COCA COLA BOTTLING COMPANY	0178457912	06/22/2016	6/8/16	503.52.8300.524.76100	78.12
COCA COLA BOTTLING COMPANY	0178457913	06/22/2016	6/8/16	503.52.8300.524.76100	(60.00)
COCA COLA BOTTLING COMPANY	0158499930	06/29/2016	6/22/16	503.52.8300.524.76100	398.64
COLLEGE CITY BEVERAGE	371290	06/22/2016	3592	503.52.8300.524.76150	362.60
COLLEGE CITY BEVERAGE	371381	06/29/2016	3592	503.52.8300.524.76150	135.60
COLLEGE CITY BEVERAGE	371445	06/29/2016	3592	503.52.8300.524.76150	560.95
CUSHMAN MOTOR COMPANY INC	168412	06/29/2016	C0644	503.52.8600.527.40042	182.68
DAKOTA ELECTRIC ASSN	201360-5 6/16	06/22/2016	Electric	503.52.8600.527.40020	234.28
DENNY'S 5TH AVENUE BAKERY	613377	06/29/2016	IW185	503.52.8300.524.76050	60.92
DENNY'S 5TH AVENUE BAKERY	613740	06/29/2016	IW185	503.52.8300.524.76050	55.14
DENNY'S 5TH AVENUE BAKERY	614476	06/29/2016	IW185	503.52.8300.524.76050	78.26
DENNY'S 5TH AVENUE BAKERY	614726	06/29/2016	IW185	503.52.8300.524.76050	60.92
DENNY'S 5TH AVENUE BAKERY	615430	07/06/2016	IW185	503.52.8300.524.76050	66.70
DENNY'S 5TH AVENUE BAKERY	615630	07/06/2016	IW185	503.52.8300.524.76050	66.70
DEX MEDIA	7/10/16 110360619	07/06/2016	110360619	503.52.8500.526.50025	52.50
DRAFT TECHNOLOGIES	06201605	06/29/2016	6/20/16	503.52.8300.524.40042	50.00
EPOCH EYEWEAR	9087	06/29/2016	9087	503.52.8200.523.76400	192.00
GARY'S PEST CONTROL	50243	06/29/2016	6/20/16	503.52.8500.526.40040	72.77
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	503.52.8000.521.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	503.52.8500.526.30550	12.65
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	503.52.8600.527.30550	18.00
GMS INDUSTRIAL SUPPLIES, INC.	022732	07/06/2016	0001869	503.52.8600.527.60012	85.10
HANCO CORPORATION	825002	06/22/2016	332801	503.52.8600.527.60014	141.12
HEGGIES PIZZA	1233672	06/29/2016	1708	503.52.8300.524.76050	91.20
HEGGIES PIZZA	1233818	07/06/2016	1708	503.52.8300.524.76050	107.00
JJ TAYLOR DIST. COMPANY OF MN	2547267	06/29/2016	00834	503.52.8300.524.76150	819.00
M. AMUNDSON LLP	218562	06/29/2016	902858	503.52.8300.524.76050	328.04
M. AMUNDSON LLP	218966	06/29/2016	902858	503.52.8300.524.76050	173.84
MANSFIELD OIL COMPANY	484346	06/29/2016	24129-04-484346	503.52.8400.525.60021	1,275.36
MN DEPT OF LABOR & INDUSTRY	ABI0018374I	07/06/2016	00000012982	503.52.8600.527.40040	70.00
MN GOLF ASSOCIATION, INC.	5/15/16 45-0413-02	06/22/2016	45-0413-02	503.52.8000.521.70250	3,041.00
MN GOLF ASSOCIATION, INC.	5/15/16 45-0413-03	06/22/2016	45-0413-03	503.52.8000.521.70250	1,672.00
MN GOLF ASSOCIATION, INC.	5/15/16 45-0413-05	06/22/2016	45-0413-05	503.52.8000.521.70250	44.00
MN GOLF ASSOCIATION, INC.	5/15/16 45-0413-08	06/22/2016	45-0413-08	503.52.8000.521.70250	64.00
MTI DISTRIBUTING CO	1068167-00	06/22/2016	402307	503.52.8600.527.40042	753.94
MTI DISTRIBUTING CO	1068730-00	06/22/2016	402307	503.52.8600.527.40042	362.35

MTI DISTRIBUTING CO	1068998-00	06/22/2016	402307	503.52.8600.527.40042	409.78
MTI DISTRIBUTING CO	1068730-01	07/06/2016	402307	503.52.8600.527.40042	67.36
MTI DISTRIBUTING CO	1072012-00	07/06/2016	402307	503.52.8600.527.40042	1,151.44
NAPA OF INVER GROVE HEIGHTS	464382	07/06/2016	4165	503.52.8600.527.60040	51.36
R.J.'S GOLF CARTS	6/18/16	06/29/2016	6/18/16	503.52.8400.525.40065	420.00
SAVATREE	3981567	06/22/2016	1084219	503.52.8600.527.60020	267.81
SHAMROCK GROUP	2010411	06/29/2016	07176	503.52.8300.524.76100	245.00
SHAMROCK GROUP	2014541	06/29/2016	07176	503.52.8300.524.76100	80.34
SHAMROCK GROUP	2011816	06/29/2016	07176	503.52.8300.524.76100	107.00
SHAMROCK GROUP	2012872	06/29/2016	07176	503.52.8300.524.76100	231.00
SHAMROCK GROUP	2016246	07/06/2016	07176	503.52.8300.524.76100	2.00
SHAMROCK GROUP	2016632	07/06/2016	07176	503.52.8300.524.76100	371.00
TDS METROCOM	6/13/16	06/29/2016	651 457 3667	503.52.8500.526.50020	258.07
TOUR EDGE GOLF MFG., INC.	IN-01096724	06/29/2016	000717-0001	503.52.8200.523.76250	108.50
UNIFIRST CORPORATION	090 0309182	06/29/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0310215	06/29/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0311223	07/06/2016	1258268	503.52.8600.527.60045	51.07
US FOODSERVICE	4691861	06/29/2016	03805983	503.52.8300.524.76050	724.37
US FOODSERVICE	4747838	06/29/2016	03805983	503.52.8300.524.76050	131.76
US FOODSERVICE	4835559	06/29/2016	03805983	503.52.8300.524.76050	1,374.84
WINFIELD SOLUTIONS, LLC	000060901633	07/06/2016	156650	503.52.8600.527.60030	10,887.14
WINFIELD SOLUTIONS, LLC	000060901638	07/06/2016	156650	503.52.8600.527.60035	416.32
WINFIELD SOLUTIONS, LLC	000060968080	07/06/2016	156650	503.52.8600.527.60008	1,205.55

**Fund: 503 - INVER WOOD GOLF COURSE**

**31,849.09**

EHLERS AND ASSOCIATES, INC.	70625	06/22/2016	6/10/16	511.50.7100.512.30150	661.88
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**Fund: 511 - NWA - WATER**

**661.88**

EHLERS AND ASSOCIATES, INC.	70625	06/22/2016	6/10/16	512.51.7200.514.30150	661.87
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**Fund: 512 - NWA - SEWER**

**661.87**

GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	602.00.2100.415.30550	1.66
LEAGUE OF MN CITIES INS TRUST	C0021130	07/06/2016	C0021130	602.00.2100.415.70200	1,000.00
RED POWER DIESEL SERVICE, INC.	11414MN	06/29/2016	5086M	602.00.2100.415.70200	17,965.28

**Fund: 602 - RISK MANAGEMENT**

**18,966.94**

ADVANCED GRAPHIX, INC.	194832	06/22/2016	6/16/16	603.00.5300.444.80700	25.50
ADVANCED GRAPHIX, INC.	194875	06/29/2016	6/20/16	603.00.5300.444.80700	1,353.00
ALTERNATORS STARTERS & PARTS INC	A25196	06/22/2016	01701	603.00.5300.444.40041	121.80
ALTERNATORS STARTERS & PARTS INC	A25870	06/29/2016	01701	603.00.5300.444.40041	97.50
BETTS, BETH	1069	06/29/2016	6/10/16	603.00.5300.444.40040	406.66
BOYER TRUCKS - MINNEAPOLIS	1063533	06/22/2016	C20390	603.00.5300.444.40041	60.20
CFA SOFTWARE INC	13195	06/22/2016	9845	603.00.5300.444.40042	2,995.00
CLAREY'S SAFETY EQUIPMENT	166985	07/06/2016	090500	603.00.5300.444.80700	9,526.80
COMMON SENSE BUILDING SERVICES,	38821	06/29/2016	6/15/16	603.00.5300.444.40040	298.00
EMERGENCY RESPONSE SOLUTIONS	6614	06/22/2016	6/7/16	603.00.5300.444.80700	853.86
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	603.00.5300.444.30550	9.24
HEPPNER'S AUTO BODY	41150	06/22/2016	6/10/16	603.00.5300.444.40041	108.00
INVER GROVE FORD	5209806	06/22/2016	6/8/16	603.00.5300.444.40041	65.77
INVER GROVE FORD	6203714/1	07/06/2016	6/13/16	603.00.5300.444.40041	129.99
INVER GROVE FORD	5210194	07/06/2016	6/14/16	603.00.5300.444.40041	112.05
KIMBALL MIDWEST	4948113	07/06/2016	222006	603.00.5300.444.60012	665.46
L.T.G. POWER EQUIPMENT	202563	06/22/2016	5656	603.00.5300.444.40041	59.09
L.T.G. POWER EQUIPMENT	202577	06/22/2016	5656	603.00.5300.444.40041	56.61
LARSON COMPANIES	B-261540103	06/22/2016	14649	603.140.1450050	110.26
M & J SERVICES, LLC	1451	06/22/2016	6/7/16	603.00.5300.444.40040	1,740.00
MANSFIELD OIL COMPANY	513090	07/06/2016	23866-01-513090	603.140.1450050	3,997.76
MANSFIELD OIL COMPANY	513095	07/06/2016	23866-02-513095	603.140.1450050	8,298.99
METROWIDE PLUMBING LLC	6/6/16	06/22/2016	6/6/16	603.00.5300.444.40040	540.00
MID CITY SERIVCES, INC.	43356	06/22/2016	6/8/16	603.00.5300.444.40065	42.75
MN DEPT OF LABOR & INDUSTRY	ABR0142302I	06/24/2016	00000012982	603.00.5300.444.40040	10.00
MN DEPT OF REVENUE	5/31/16	06/23/2016	PETRO TAX	603.00.5300.444.60021	325.47
MN LOCKS	12783	06/29/2016	6/7/16	603.00.5300.444.40040	113.00
MTI DISTRIBUTING CO	1070705-00	07/06/2016	91180	603.00.5300.444.40041	214.53
MUNICIPAL/COMMERCIAL SEWER SERV	7044	07/06/2016	6/20/16	603.00.5300.444.40040	425.00
O' REILLY AUTO PARTS	1767-209555	06/22/2016	1578028	603.140.1450050	49.21
O' REILLY AUTO PARTS	1767-209722	06/22/2016	1578028	603.140.1450050	64.50
O' REILLY AUTO PARTS	1767-209909	06/22/2016	1578028	603.00.5300.444.40041	115.27
O' REILLY AUTO PARTS	1767-210420	06/22/2016	1578028	603.00.5300.444.40041	(115.27)
O' REILLY AUTO PARTS	1767-210425	06/22/2016	1578028	603.00.5300.444.40041	3.37
O' REILLY AUTO PARTS	1767-210688	06/22/2016	1578028	603.00.5300.444.40041	82.12
O' REILLY AUTO PARTS	1767-210809	06/22/2016	1578028	603.140.1450050	20.50
O' REILLY AUTO PARTS	1767-210816	06/22/2016	1578028	603.00.5300.444.40041	3.59
O' REILLY AUTO PARTS	1767-210984	06/22/2016	1578028	603.00.5300.444.40041	11.23
O' REILLY AUTO PARTS	1767-210986	06/22/2016	1578028	603.00.5300.444.40041	27.70
O' REILLY AUTO PARTS	1767-211034	06/22/2016	1578028	603.140.1450050	13.43
O' REILLY AUTO PARTS	1767-211035	06/22/2016	1578028	603.140.1450050	30.94
O' REILLY AUTO PARTS	1767-211055	06/22/2016	1578028	603.140.1450050	20.14

O' REILLY AUTO PARTS	1767-211187	06/22/2016	1578028	603.00.5300.444.40041	68.30
O' REILLY AUTO PARTS	1767-211946	06/29/2016	1578028	603.00.5300.444.40040	48.78
O' REILLY AUTO PARTS	1767-211972	06/29/2016	1578028	603.140.1450050	3.45
O' REILLY AUTO PARTS	1767-212092	06/29/2016	1578028	603.00.5300.444.40040	6.95
O' REILLY AUTO PARTS	1767-212132	06/29/2016	1578028	603.00.5300.444.40041	5.49
O' REILLY AUTO PARTS	1767-212257	06/29/2016	1578028	603.00.5300.444.40041	18.59
O' REILLY AUTO PARTS	1767-212437	06/29/2016	1578028	603.140.1450050	188.23
OXYGEN SERVICE COMPANY, INC	07986459	06/29/2016	04393	603.00.5300.444.60012	223.23
PETTY CASH - POLICE	6/29/16	06/29/2016	PETTY CASH REQUEST	603.00.5300.444.80700	36.75
POMP'S TIRE SERVICE, INC.	980028880	06/22/2016	6/7/16	603.00.5300.444.40041	175.00
POMP'S TIRE SERVICE, INC.	980028932	06/22/2016	4502557	603.140.1450050	600.00
RED POWER DIESEL SERVICE, INC.	1142MN	06/29/2016	5086M	603.00.5300.444.40041	458.04
SAFE ASSURE CONSULTANTS	1027	07/06/2016	4/21/16	603.00.5300.444.50080	123.33
TRUCK UTILITIES, INC.	0299248	07/06/2016	000154	603.00.5300.444.40041	23.69
UNIFIRST CORPORATION	090 0308064	06/22/2016	1051948	603.00.5300.444.40065	137.30
UNIFIRST CORPORATION	090 0308064	06/22/2016	1051948	603.00.5300.444.60045	31.49
UNIFIRST CORPORATION	090 0309081	06/22/2016	1051948	603.00.5300.444.40065	137.30
UNIFIRST CORPORATION	090 0309081	06/22/2016	1051948	603.00.5300.444.60045	37.64
WESTERN PETROLEUM COMPANY	97408664-41801	07/06/2016	112741	603.140.1450050	1,154.28

**Fund: 603 - CENTRAL EQUIPMENT** **36,566.86**

INNOVATIVE OFFICE SOLUTIONS	SUM-025679	06/22/2016	S28777	604.00.2200.416.60010	2,146.45
US BANCORP EQUIPMENT FINANCE, INC	305681538	06/29/2016	923425	604.00.2200.416.40050	2,832.44

**Fund: 604 - CENTRAL STORES** **4,978.89**

BETTS, BETH	1069	06/29/2016	6/10/16	605.00.7500.460.30700	900.77
COMMON SENSE BUILDING SERVICES,	38821	06/29/2016	6/15/16	605.00.7500.460.40040	3,746.11
CULLIGAN	5/31/16 157-98503022-8	06/29/2016	157-98503022-8	605.00.7500.460.60011	132.10
ELECTRIC FIRE & SECURITY	11307	06/29/2016	CIT800	605.00.7500.460.40040	552.00
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	605.00.7500.460.30550	3.50
LONE OAK COMPANIES	71817	07/06/2016	UTILITY MAILING	605.00.7500.460.50035	439.63
LONE OAK COMPANIES	71819	06/29/2016	6/7/16	605.00.7500.460.50035	596.32
LONE OAK COMPANIES	6/16/16	06/22/2016	UTILITY POSTAGE	605.00.7500.460.50035	1,476.60
MAILFINANCE	N5973267	06/22/2016	6/6/16	605.00.7500.460.40044	780.00
SPOK, INC.	Z0317493F	06/29/2016	0317493-5	605.00.7500.460.40065	10.51
TOTAL CONSTRUCTION & EQUIP.	67812	06/29/2016	CIT001	605.00.7500.460.40040	113.70

**Fund: 605 - CITY FACILITIES** **8,751.24**

CARTE GRAPH SYSTEMS	SIN001703	06/29/2016	6/1/16	606.00.1400.413.30700	1,402.08
CDW GOVERNMENT INC	DCH0786	06/29/2016	2394832	606.00.1400.413.80610	532.10
CDW GOVERNMENT INC	DCH3559	06/29/2016	2394832	606.00.1400.413.80610	184.20
GENESIS EMPLOYEE BENEFITS, INC	IN806874	06/22/2016	Payroll	606.00.1400.413.30550	16.75
INTEGRA TELECOM	13892351	06/29/2016	887115	606.00.1400.413.50020	1,244.98
OFFICE OF MN. IT SERVICES	6/3/16 200B00171	06/29/2016	200B00171	606.00.1400.413.30700	1,938.00
TDS METROCOM	6/13/16 651 457 7490	06/29/2016	651 457 7490	606.00.1400.413.50020	170.56
US INTERNET	110-080034-0032	06/29/2016	110-080034	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	25888	06/29/2016	INVER	606.00.1400.413.30700	4,215.15
WORKS COMPUTING, INC.	25967	06/29/2016	INVER	606.00.1400.413.30700	5,414.28
WORKS COMPUTING, INC.	25968	06/29/2016	INVER	606.00.1400.413.30700	42.50
WORKS COMPUTING, INC.	25974	06/29/2016	INVER	606.00.1400.413.30700	630.00
WORKS COMPUTING, INC.	26033	06/29/2016	INVER	606.00.1400.413.80610	15,893.76
WORKS COMPUTING, INC.	26068	06/29/2016	INVER	606.00.1400.413.30700	5,777.66

**Fund: 606 - TECHNOLOGY FUND** **37,682.02**

BARR ENGINEERING COMPANY	23190328.16-1	06/22/2016	5/11/16	702.229.2288601	1,123.00
BARR ENGINEERING COMPANY	23190328.16-1	06/22/2016	5/11/16	702.229.2296202	991.00
BARR ENGINEERING COMPANY	5/26/16	06/29/2016	4/16/16-5/13/16	702.229.2293002	728.00
BARR ENGINEERING COMPANY	23190328.15-15	07/06/2016	2015 PROJECT REVIEWS	702.229.2294602	324.50
BARR ENGINEERING COMPANY	23190328.16-2	07/06/2016	6/13/16	702.229.2296102	180.50
BARR ENGINEERING COMPANY	23190328.16-2	07/06/2016	6/13/16	702.229.2299101	1,396.00
CULLIGAN	5/31/16 157-98473242-8	06/29/2016	INV001	702.229.2286300	94.40
EMMONS & OLIVIER RESOURCES	00095-0052-5	07/06/2016	00095-0052	702.229.2297601	1,423.01
HENNEPIN COUNTY DISTRICT COURT	16414492	06/22/2016	JOSEPH PATRICK STARILIA	702.229.2291000	78.00
HENNEPIN COUNTY DISTRICT COURT	16412084	07/06/2016	NEYDA, BAKAN	702.229.2291000	78.00
HOLM, ERIC	6/28/16	07/06/2016	1928 77TH STREET WEST	702.229.2290702	5,000.00
LILLIE SUBURBAN NEWSPAPERS	5/31/16 001363	06/22/2016	Advertising/Publishing	702.229.2298202	29.05
LILLIE SUBURBAN NEWSPAPERS	5/31/16 001363	06/22/2016	Advertising/Publishing	702.229.2298302	33.20
PETTY CASH - POLICE	6/29/16	06/29/2016	PETTY CASH REQUEST	702.229.2291000	62.25
STANTEC CONSULTING SERVICES INC.	1058355	06/29/2016	92607	702.229.2296102	343.30

**Fund: 702 - ESCROW FUND** **11,884.21**

**Grand Total** **971,113.95**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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

Meeting Date: July 11, 2016  
 Item Type: Consent  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith, Finance Director  
 Reviewed by: Tom Link, Comm. Dev. Dir  
 Joe Lynch, City Administrator

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

**PURPOSE/ACTION REQUESTED**

Approve resolution authorizing transfers from Host Community Fund to EDA.

**SUMMARY**

At the July 11, 2016 EDA meeting the Commission will be asked to recommend approval of the purchase of the Austing Property at 6900 Dixie Ave E. The property is a part of the Concord Redevelopment – Dickman Trail acquisition project. The funding source recommendation includes an amount not to exceed \$271,300 from the Host Community Fund. To date the EDA has incurred the following costs:

\$722.50	Legal costs
<u>4,300.00</u>	Appraisal and environmental costs
\$5,022.50	Total costs incurred and paid to date

Estimated future costs to be incurred:

\$235,000.00	Purchase price
2,000.00	Closing costs
4,277.50	Legal costs
<u>25,000.00</u>	Demolition
\$266,277.50	Total estimated future costs

At this time we are requesting approval to transfer \$5,022.50 from the Host Community Fund to the EDA. We are also requesting approval to transfer up to \$266,277.50 at the time the costs are incurred from the Host Community Fund to the EDA.

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

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

**RESOLUTION AUTHORIZING TRANSFERS TO  
ECONOMIC DEVELOPMENT AUTHORITY**

**WHEREAS**, the EDA is purchasing the Austing Property at 6900 Dixie Ave East; and

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

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

**WHEREAS**, all costs associated with the acquisition and demolition are to be funded by transfers from the Host Community Fund, but not to exceed \$271,300.00;

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the following transfers are authorized and may occur as necessary in 2016 and thereafter:

From:	Host Community Fund	451.57.9200.590.91100	\$5,022.50
To:	Economic Development Authority	E013-290.45.0000.3911000	5,022.50
From:	Host Community Fund	451.57.9200.590.91100	up to \$266,277.50
To:	Economic Development Authority	E013-290.45.0000.3911000	up to 266,277.50

Adopted by the City of Inver Grove Heights this 11<sup>th</sup> day of July 2016.

Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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

Meeting Date: July 11, 2016  
 Item Type: Consent  
 Contact: Kristi Smith 651-450-2521  
 Prepared by: Kristi Smith, Finance Director  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

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

**SUMMARY**

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

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

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

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

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

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

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

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

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

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

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

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

Adopted by the City of Inver Grove Heights this 11<sup>th</sup> day of July 2016.

Ayes:

Nays:

---

George Tourville, Mayor

ATTEST:

---

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 2122 94th Court (Lot 4, Block 1, Shamrock Oaks)**

Meeting Date: July 11, 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

*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**

Approve Custom Grading Agreement and Stormwater Facilities Maintenance Agreement for 2122 94th Court (Lot 4, Block 1, Shamrock Oaks).

**SUMMARY**

This lot is part of the Shamrock Oaks development which requires a custom grading agreement. The lots for this development have an impervious surface agreement in the development contract that restricts the impervious surface amount not more than 5,000 square feet. The Council has approved additional impervious surfacing with the stormwater facilities included on the attached plan approved by the City Engineer.

The owners have provided the required grading and erosion control plans. An engineering escrow of \$2,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and will provide a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also agreed to execute a SWFMA for an infiltration basin to be constructed on the lot.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Drainage and Utility Easement for 2122 94th Court (Lot 4, Block 1, Shamrock Oaks).

TJK/kf

Attachments: Custom Grading Agreement  
 Storm Water Facilities Maintenance Agreement

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**LOT 4, BLOCK 1**  
**SHAMROCK OAKS,**  
**INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**CUSTOM GRADING AGREEMENT**  
**FOR**  
**LOT 4, BLOCK 1**  
**SHAMROCK OAKS,**  
**INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**THIS CUSTOM GRADING AGREEMENT** is made and entered into on the 27<sup>th</sup> day of June, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

**RECITALS:**

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

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

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

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

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

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

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

**ARTICLE 1**  
**DEFINITIONS**

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

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

1.3 **OWNER.** "Owner" means Joshua Wittmier and Sydney Wittmier, husband and wife, and their successors and assigns.

1.4 **DEVELOPMENT PLANS.** "Development Plans" means all those plans, drawings, specifications and surveys identified on the attached Appendix 1.

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

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

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

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

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

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

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

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

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

1.12 **PRIOR EASEMENT HOLDERS.** "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication

of any public easements transferred by the Plat or transferred pursuant to this Custom Grading Agreement.

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

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

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

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

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

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

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

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

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

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

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

**If to Owner:** Joshua Wittmier and Sydney Wittmier  
2122 - 94<sup>th</sup> Court East  
Inver Grove Heights, MN 55077

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

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

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

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

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

**ARTICLE 3**  
**IMPROVEMENTS**

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

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

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

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

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

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

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

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

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

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

4.1 **PERMITS.** The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits

and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

## **ARTICLE 5** **RESPONSIBILITY FOR COSTS**

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

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

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

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

## **ARTICLE 6** **OWNER WARRANTIES**

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

## **ARTICLE 7** **CITY WARRANTIES**

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

## **ARTICLE 8** **INDEMNIFICATION OF CITY**

**8.1 INDEMNIFICATION OF CITY.** Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees,

that the City incurs or suffers, which arise out of, result from or relate to:

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

**ARTICLE 9**  
**CITY REMEDIES UPON OWNER DEFAULT**

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

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

billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

## **ARTICLE 10** **ESCROW DEPOSIT**

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

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

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

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

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

### **10.2 ESCROW RELEASE AND ESCROW INCREASE.**

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

**10.3 ENGINEERING ESCROW AMOUNT.** In addition to the Escrow Amount, the Owner shall also deposit \$2,500.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the

deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$2,500.00 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

## **ARTICLE 11** **MISCELLANEOUS**

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

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

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

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

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

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

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

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

**11.9 COUNTERPARTS.** This Custom Grading Agreement may be executed in any

number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Tesser, City Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this 27<sup>th</sup> 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 in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**OWNER:**

\_\_\_\_\_  
Joshua Wittmier

\_\_\_\_\_  
Sydney Wittmier

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )            ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2016, by Joshua Wittmier and Sydney Wittmier, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

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

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

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

Real property in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

Lot 4, Block 1, Shamrock Oaks, Dakota County, Minnesota.

Abstract Property

**APPENDIX 1**  
**LIST OF DEVELOPMENT PLANS**

<b><u>PLAN</u></b>	<b><u>DATE OF PLAN PREPARATION</u></b>	<b><u>PREPARED BY</u></b>
Certificate of Survey/Grading	4-22-16*	Pioneer Engineering P.A.
Biofiltration Basin	6-13-16	Pioneer Engineering P.A.

\*final revisions on June 8, 2016

Approved by the City Engineer on July 7, 2016.

**APPENDIX 2**  
**IMPROVEMENTS**

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

<b><u>CHECKED</u></b>	<b><u>COMPLETION DATE</u></b>	<b><u>IMPROVEMENT</u></b>
<u>X</u>	Prior to obtaining building permit or September 1, 2016, whichever occurs first	grading, drainage, and sediment & erosion control
<u>X</u>	Prior to obtaining building permit or September 1, 2016, whichever occurs first	storm water facilities including catch basin and underground storm water piping *
<u>X</u>	Prior to Certificate of Occupancy	As-built
<u>X</u>	Within 6 months after Certificate of Occupancy	landscaping

\*The catch basin and underground storm water piping within the City easements are public improvements that will be installed by the Owner.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR LOT 4, BLOCK 1, SHAMROCK OAKS, INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT** (Agreement) is made, entered into and effective this 27<sup>th</sup> day of June, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Joshua Wittmier and Sydney Wittmier, husband and wife (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 Joshua Wittmier and Sydney Wittmier, husband and wife, and their 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:

Any existing and future retention basins, infiltration basins, stormwater ponds, drainage areas, culverts and related stormwater appurtenances lying within the Landowner Property.

**1.5 Storm Water Facility Plan.** “Storm Water Facility Plan” means the Certificate of Survey/Grading Plan prepared by Pioneer Engineering, P. A. dated April 21, 2016 with final revisions on June 8, 2016 and the Biolfiltration Basin plan dated June 13, 2016 prepared by

Pioneer Engineering, P.A. both approved by the City Engineer on July 7, 2016. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

**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 the Development Plans identified in the Custom Grading Agreement between the City and the Landowner for the Landowner Property.

**Recital No. 3.** The City is willing to approve the Development Plans for the Landowner Property if 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 December 31, 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.

**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 structure so as to ensure that the structure operates 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 City has prepared an Operations & Maintenance Plan attached hereto as **Exhibit B**. The Operations & Maintenance Plan has been approved by the City and shows 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 and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as prepared by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
  
- iii.) The 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. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
  - f. 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.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute §

429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

**3.9 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**  
**ESCROW DEPOSIT**

**4.1 Engineering Escrow Amount.** The Landowner shall deposit \$1,500.00 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the 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.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

**ARTICLE 5**  
**CITY'S COVENANTS**

**5.1 Approval of Development Plans.** The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

**ARTICLE 6**  
**MISCELLANEOUS**

**6.1 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.

**6.2 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.

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

6.4 **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.

6.5 **Consent.** Landowner consents to the recording of this Agreement.

6.6 **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:** Joshua Wittmier and Sydney Wittmier  
2122 - 94<sup>th</sup> Court E  
Inver Grove Heights, MN 55077

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

**[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 27<sup>th</sup> 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

**LANDOWNER:**

\_\_\_\_\_  
Joshua Wittmier

\_\_\_\_\_  
Sydney Wittmier

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )            ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2016, by Joshua Wittmier and Sydney Wittmier, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
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:

Lot 4, Block 1, Shamrock Oaks, Dakota County, Minnesota.

Abstract Property

**EXHIBIT B**  
**OPERATIONS & MAINTENANCE PLAN**

**MAINTENANCE PLAN**

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

<b>Maintenance Activity</b>	<b>Frequency</b>	<b>Procedure</b>	<b>Maintenance Done By</b>
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

**EXHIBIT C**  
**ANNUAL INSPECTION FORM**

**CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM**

INLET / OUTLET				
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)
LOCATION				
EASEMENT				
ACCESSIBLE	Y	N		
STRUCTURES IN ESMT.	Y	N	DESCRIPTION	
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)	
STRUCTURE	FES	PIPE	CB	OTHER
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER NONE
CONDITION*	OK	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				
ILLCIT DISCHARGE	Y	N		
COMMENTS				

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

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

**Certificate of Survey/Grading**  
Plan for: **Sydney Wittmer**

Scale: 1" = 40'  
Date: 11/12/16  
Author: JAW

422 Eastport Drive  
Madison Heights, MI 48071  
Tel: 248.312.1111  
www.pioneerengr.com

**PIONEER engineering, P.A.**  
Civil Engineers, Land Planners, Landscape Architects

Sheet  
1 of 1

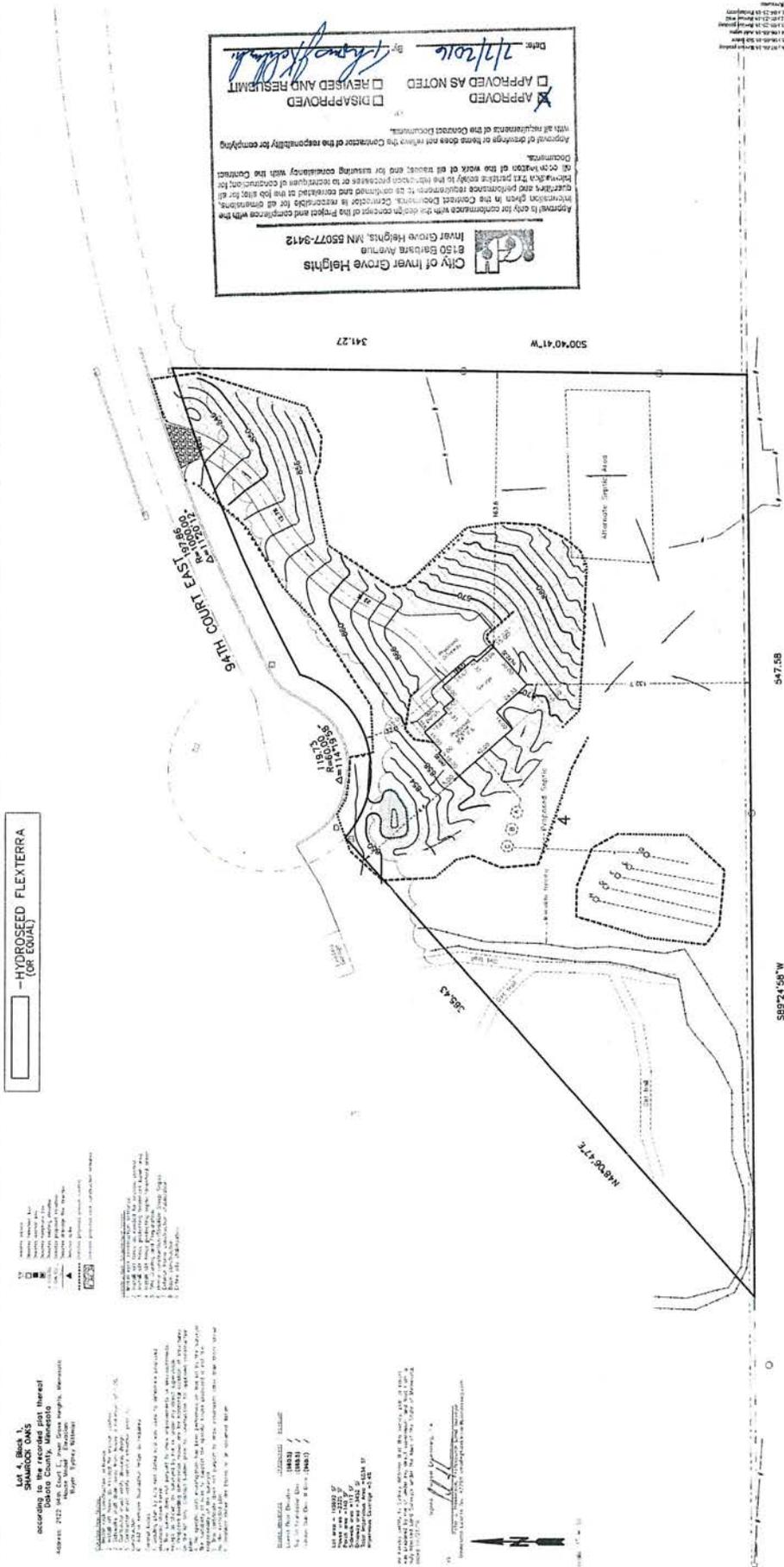
Approved by: *[Signature]* Date: 11/12/16

APPROVED  
 APPROVED AS NOTED  
 REVISED AND RESUBMIT  
 DISAPPROVED

Approval of drawings or plans does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be provided and included on the plan set for the Project. The Engineer is not responsible for the accuracy of the information provided by the Contractor or for the accuracy of the information provided by the Contractor.

**City of Inver Grove Heights**  
8150 Edinburg Avenue  
Inver Grove Heights, MN 55077-3412



**— HYDROSEED FLEXITERRA (OR EGRA) —**

- 1. All work shall be done in accordance with the contract documents.
- 2. The Contractor shall be responsible for obtaining all necessary permits.
- 3. The Contractor shall be responsible for the accuracy of the information provided by the Contractor.
- 4. The Contractor shall be responsible for the accuracy of the information provided by the Contractor.
- 5. The Contractor shall be responsible for the accuracy of the information provided by the Contractor.

**Lot 4, Block 1, SHARON OAKS**  
according to the recorded plat thereof  
Dakota County, Minnesota  
Address: 7425 Inver Grove Heights, Minnesota  
Project: Sydney Wittmer

**Legend**

1. All work shall be done in accordance with the contract documents.

2. The Contractor shall be responsible for obtaining all necessary permits.

3. The Contractor shall be responsible for the accuracy of the information provided by the Contractor.

4. The Contractor shall be responsible for the accuracy of the information provided by the Contractor.

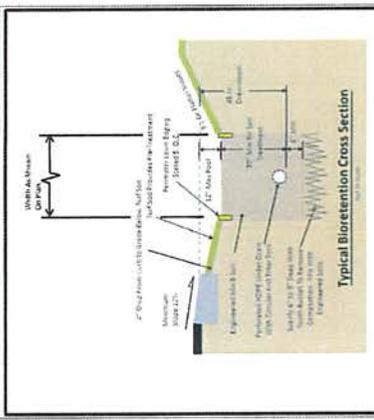
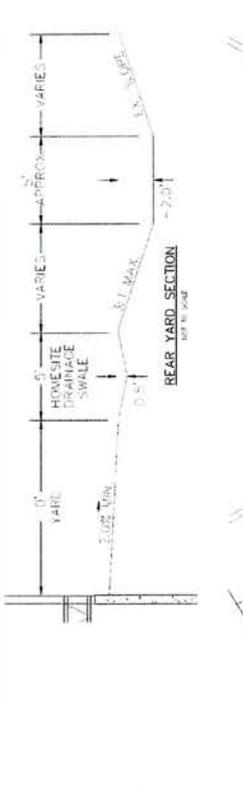
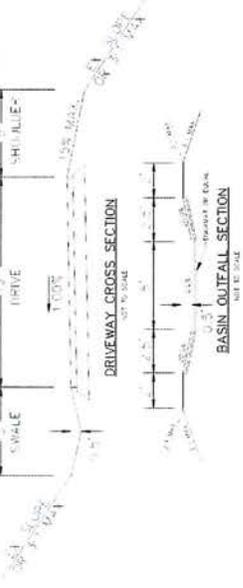
5. The Contractor shall be responsible for the accuracy of the information provided by the Contractor.

**Scale**

1" = 40'

**North Arrow**

Approved by: *[Signature]* Date: 11/12/16

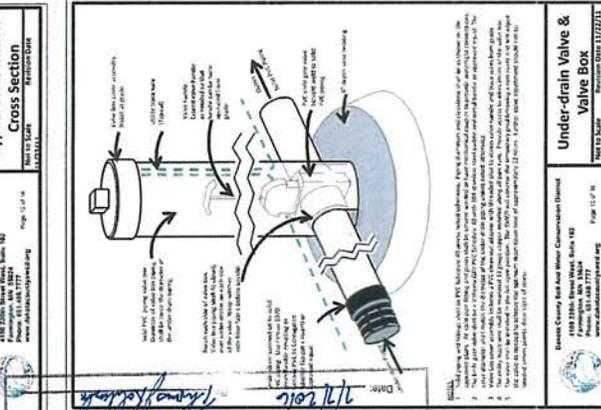
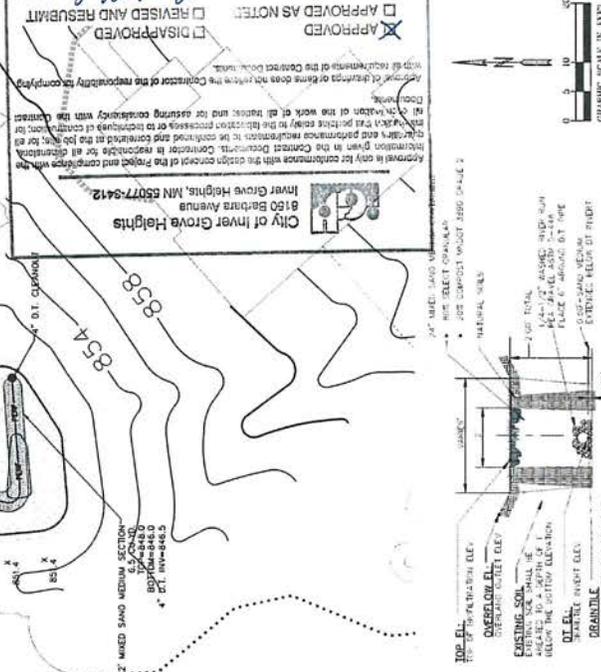


- ### Bioretention Installation Notes
- All work must comply with Dakota County Low Impact Development Standards. (See [www.dakotacounty.org](http://www.dakotacounty.org))
  - The Dakota County Soil and Water Conservation District (SWCD) is providing quality control and field verifications of the bioretention installations. Call the SWCD at (651) 480-7777 to schedule a preconstruction meeting prior to any disturbance in the bioretention area. SWCD field verification is required prior to buying any soil and/or installing any concrete, mulch and/or plant materials.
  - The bioretention areas must be staked out and marked to keep all construction traffic, equipment and material stockpiles out of the proposed bioretention areas.
  - Bioretention practices shall not be excavated until the containing drainage areas with exposed soils have been removed from the bioretention areas. Down-sloped drainage areas to be excavated shall be protected with erosion control matting. Do not use bioretention soils as temporary sediment basins or allow construction runoff into the cell.
  - Deliver sample materials onsite for SWCD prior approval. Prior to beginning the installation, sufficient material quantities shall be on-site to complete the installation and stabilize exposed soil areas without delay.
  - Care must be taken to avoid contamination of engineered soils with sediment, in-situ or topsoil during and after installation. Materials must be segregated.
  - Installation with dry soil conditions is critical to prevent settling and compaction. Schedule work for periods of dry weather. Do not work if soil conditions are wet. Backfilling, soil placement and rapid stabilization of perimeter slopes with turf sod must be completed before the next precipitation event. Turf sod placed in flow paths shall be secured with at least 6 stakes per square yard. Place stakes along uphill seam edges to prevent undermining flows until sod roots establish.
  - Do not leave infiltration areas and/or perimeter slopes exposed overnight. Secure the site from risk of erosion by installing erosion control fabric on every day. The SWCD will provide a list of approved erosion control fabric manufacturers and their contact information.
  - SWCD field verification of excavation and soil placement is required. Notify SWCD prior to digging. Use backfill with tooth bucket for cell excavation to avoid compacting or smearing of soils. (Do not use solid steel for excavation within the cell). Use tooth bucket to scarify (rip) underlying soils 6" to 8" deep to remove compaction. Gently mix the first 18" of engineered soils with the loosened underlying soils to avoid stratification and promote permeability. Use excavator buckets to place materials. Construction equipment shall not be allowed into the basin. Laying and final grading within the cell must be completed by hand.
  - The side slopes of the bioretention cell shall be 3H:1V or flatter. Lawn edging shall be installed along the outside perimeter of this cell to properly define the limits of the bioretention cell. Lawn edging shall be securely staked per manufacturer's installation requirements of 8" to 10" center-to-center.
  - Replacement Engineers Soil and the Minnesota Stormwater Manual 4.1.2, 4.1.2.1, 4.1.2.2, 4.1.2.3, 4.1.2.4, 4.1.2.5, 4.1.2.6, 4.1.2.7, 4.1.2.8, 4.1.2.9, 4.1.2.10, 4.1.2.11, 4.1.2.12, 4.1.2.13, 4.1.2.14, 4.1.2.15, 4.1.2.16, 4.1.2.17, 4.1.2.18, 4.1.2.19, 4.1.2.20, 4.1.2.21, 4.1.2.22, 4.1.2.23, 4.1.2.24, 4.1.2.25, 4.1.2.26, 4.1.2.27, 4.1.2.28, 4.1.2.29, 4.1.2.30, 4.1.2.31, 4.1.2.32, 4.1.2.33, 4.1.2.34, 4.1.2.35, 4.1.2.36, 4.1.2.37, 4.1.2.38, 4.1.2.39, 4.1.2.40, 4.1.2.41, 4.1.2.42, 4.1.2.43, 4.1.2.44, 4.1.2.45, 4.1.2.46, 4.1.2.47, 4.1.2.48, 4.1.2.49, 4.1.2.50, 4.1.2.51, 4.1.2.52, 4.1.2.53, 4.1.2.54, 4.1.2.55, 4.1.2.56, 4.1.2.57, 4.1.2.58, 4.1.2.59, 4.1.2.60, 4.1.2.61, 4.1.2.62, 4.1.2.63, 4.1.2.64, 4.1.2.65, 4.1.2.66, 4.1.2.67, 4.1.2.68, 4.1.2.69, 4.1.2.70, 4.1.2.71, 4.1.2.72, 4.1.2.73, 4.1.2.74, 4.1.2.75, 4.1.2.76, 4.1.2.77, 4.1.2.78, 4.1.2.79, 4.1.2.80, 4.1.2.81, 4.1.2.82, 4.1.2.83, 4.1.2.84, 4.1.2.85, 4.1.2.86, 4.1.2.87, 4.1.2.88, 4.1.2.89, 4.1.2.90, 4.1.2.91, 4.1.2.92, 4.1.2.93, 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4.1.2.913, 4.1.2.914, 4.1.2.915, 4.1.2.916, 4.1.2.917, 4.1.2.918, 4.1.2.919, 4.1.2.920, 4.1.2.921, 4.1.2.922, 4.1.2.923, 4.1.2.924, 4.1.2.925, 4.1.2.926, 4.1.2.927, 4.1.2.928, 4.1.2.929, 4.1.2.930, 4.1.2.931, 4.1.2.932, 4.1.2.933, 4.1.2.934, 4.1.2.935, 4.1.2.936, 4.1.2.937, 4.1.2.938, 4.1.2.939, 4.1.2.940, 4.1.2.941, 4.1.2.942, 4.1.2.943, 4.1.2.944, 4.1.2.945, 4.1.2.946, 4.1.2.947, 4.1.2.948, 4.1.2.949, 4.1.2.950, 4.1.2.951, 4.1.2.952, 4.1.2.953, 4.1.2.954, 4.1.2.955, 4.1.2.956, 4.1.2.957, 4.1.2.958, 4.1.2.959, 4.1.2.960, 4.1.2.961, 4.1.2.962, 4.1.2.963, 4.1.2.964, 4.1.2.965, 4.1.2.966, 4.1.2.967, 4.1.2.968, 4.1.2.969, 4.1.2.970, 4.1.2.971, 4.1.2.972, 4.1.2.973, 4.1.2.974, 4.1.2.975, 4.1.2.976, 4.1.2.977, 4.1.2.978, 4.1.2.979, 4.1.2.980, 4.1.2.981, 4.1.2.982, 4.1.2.983, 4.1.2.984, 4.1.2.985, 4.1.2.986, 4.1.2.987, 4.1.2.988, 4.1.2.989, 4.1.2.990, 4.1.2.991, 4.1.2.992, 4.1.2.993, 4.1.2.994, 4.1.2.995, 4.1.2.996, 4.1.2.997, 4.1.2.998, 4.1.2.999, 4.1.2.1000.

### Bioretention Installation Notes

Not to Scale  
11/22/11

Revision Date



**Typical Bioretention Cross Section**

Dakota County Soil and Water Conservation District  
4160 220th Street, Suite 102  
Shakopee, MN 55125  
Phone: (651) 480-7777  
www.dakotacountydwd.org

Page 11 of 16

SHAMROCK OAKS  
INNER FRONT TERRACE, MINNETONKA

WITTMER  
3222 FRONT TERRACE, MINNETONKA, MN 5534

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Receiving Professional Services Proposal and Accepting Proposal from Short, Elliot and Hendrickson, Inc. (SEH) for City Project Nos. 2016-09E – Bancroft Way Area Reconstruction and 2017-09E – 93rd Street/Abigail Court Reconstruction**

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

*SAT*

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: Pavement Management Fund, Special Assessments, Water and Sewer Fund

**PURPOSE/ACTION REQUESTED**

Resolution receiving professional services proposal and accepting proposal from Short, Elliot and Hendrickson, Inc. (SEH) for City Project Nos. 2016-09E – Bancroft Way Area Reconstruction and 2017-09E – 93rd Street/Abigail Court Reconstruction.

**SUMMARY**

On May 23, 2016, the City Council received a petition from the 93rd Street/Abigail Court neighborhood and a feasibility report was ordered. At the June 27, 2016 Council meeting, a resolution ordering the preparation of a feasibility report for City Project No. 2016-09E was approved.

The City received a valid petition signed by the owners of thirty (30) properties indicating their support for the street improvements in the Bancroft Way area. Some additional neighborhood streets were added to the scope to allow the City to reconstruct all streets in the neighborhood. The City also received a valid petition signed by the owners of ten (10) properties indicating their support of the 93rd Street/ Abigail Court street improvements. Maps of the project areas are attached.

A proposal for the preliminary engineering was requested from a member of the City's consulting engineer pool. The proposal from SEH was received on July 1, 2016. The proposal was reviewed by staff.

The Engineering Division recommends that the proposal from SEH be accepted based on their project approach, their understanding of the project scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's street standards. SEH has done similar projects of this nature such as City Project No. 2011-08 – 66th Street Improvements and 2015-09E – 47th Street Area Improvements.

It is recommended that the City Council adopt the resolution accepting the SEH proposal dated July 1, 2016 in the amount of \$62,500 and authorize staff to execute an agreement for professional services between the City and SEH dated July 1, 2016. This report will outline the following projects: City Project No. 2016-09E – Bancroft Way Area Reconstruction and City Project No. 2017-09E - 93rd Street/Abigail Court Reconstruction.

TJK/kf  
 Attachments: Resolution  
                   Proposal  
                   Maps

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING PROFESSIONAL SERVICES PROPOSAL AND ACCEPTING PROPOSAL  
FROM SHORT ELLIOT AND HENDRICKSON, INC. (SEH) FOR CITY PROJECT NOS. 2016-09E –  
BANCROFT WAY AREA RECONSTRUCTION AND 2017-09E – 93RD STREET/ABIGAIL COURT  
RECONSTRUCTION

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

**WHEREAS**, the City of Inver Grove Heights received a valid petition signed by the owners of thirty (30) properties seeking improvements to the streets in the Bancroft Way neighborhood; and

**WHEREAS**, a valid petition signed by ten (10) property owners seeking improvements in the 93rd Street/Abigail Court neighborhood was also received; and

**WHEREAS**, at the May 23, 2016 Council meeting the Council ordered the preparation of a feasibility report for City Project No. 2017-09E – 93rd Street/Abigail Court Reconstruction; and

**WHEREAS**, at the June 27, 2016 Council meeting the Council ordered the preparation of a feasibility report for City Project No. 2016-09E – Bancroft Way Area Reconstruction; and

**WHEREAS**, the City requested and received a proposal from a member of its engineering consulting pool for preliminary engineering for City Project Nos. 2016-09E and 2017-09E; and

**WHEREAS**, the proposal from SEH provided a strong project approach, a thorough understanding of the required scope of work, presented a project team with the appropriate expertise that has done similar projects in the City and provided a reasonable cost for the proposed services (\$62,500).

**NOW, THEREFORE, BE IT RESOLVED** that City Council of Inver Grove Heights receives and accepts the proposal from SEH and authorizes staff to execute an agreement in accordance with the professional services proposal dated July 1, 2016 for the requested work.

Approved by the City Council of Inver Grove Heights this 11th day of July 2016

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk



Building a Better World  
for All of Us®

July 1, 2016

RE: City of Inver Grove Heights, Minnesota  
93<sup>rd</sup> Street & Abigail and Bancroft &  
Baldwin Neighborhood Street  
Reconstruction Projects  
SEH No. INVER 137652 14.00

Mr. Tom Kaldunski  
City Engineer  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077-3410

Dear Mr. Kaldunski:

SEH appreciates the opportunity to provide professional services to the City of Inver Grove Heights (City) for the 93<sup>rd</sup> Street East & Abigail Court and Baldwin Avenue and Bancroft Way Neighborhood Street Reconstruction projects. The City has requested a proposal and scope of work that includes project management, topographic surveying, the preparation of a feasibility study and preliminary design. This letter proposal serves as our Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City and SEH dated January 10, 2011 and Addendum #1 to that agreement.

Our project understanding, proposed scope of services, schedule and estimated fee and expenses are detailed below:

### **PROJECT UNDERSTANDING**

The City has received petitions from property owners along streets in both the 93<sup>rd</sup> Street East & Abigail Court, and Baldwin Avenue & Bancroft Way project areas, requesting improvements to their streets. We met with City Engineering Division staff on June 8<sup>th</sup> to discuss both project areas. Staff's intent would be to treat these project areas as two separate project areas with their own City Project number, notices, meetings, etc. but both project areas would be combined into one project for final design, bidding and construction purposes.

### **SCOPE OF WORK**

#### **Task 1 – Project Management/Public Involvement**

SEH will coordinate with the City's project manager on a regular basis to discuss design decision and progress throughout the project. We will provide project management of the day to day activities and tasks throughout the project and prepare monthly billing invoices.

We will attend four (4) public open house meetings to discuss the project. We assumed that these meetings will be with project residents and occur during the preparation of the feasibility report.

We will assist City staff with correspondence and coordination with residents within the project area. We have assumed this will include up to five (5) field visits with property owners and the preparation of a

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

resident/property survey letter which will be mailed to residents to gather unique site/property information (ie irrigation systems, invisible fences, unique landscaping) that will need consideration during final design and construction. The letter will also provide the residents with project information. We will coordinate the mailings, provide postage and mail the letters to up to 80 residents. We have assumed the City will provide the property owner addresses.

#### **Task 2 – Preliminary Survey**

SEH will provide preliminary surveying services of the project area. The survey will include obtaining horizontal control and gather topographic, profile and cross-section information. The survey will also locate existing property lines, underground utilities (coordinate a Gopher One Call) and survey sanitary, storm and water main structures.

The topographic survey will also extend approximately 10 feet beyond the street right-of-way to gather existing topographic features such as trees and landscaping as well as a center line profile on each private driveway from the curb line to the garage.

#### **Task 3 – Geotechnical Investigation**

The City had a geotechnical investigation completed by American Engineering Testing (AET) in 2015 for Baldwin Avenue and Bancroft Way Project area. We will review that report and incorporate its recommendations into the proposed improvements. The City has not performed the same investigation for the 93<sup>rd</sup> Street & Abigail Court area. We will coordinate a similar investigation with AET for this area and incorporate those recommendations into the proposed improvements.

#### **Task 4 – Feasibility Report**

##### ***4a. Preliminary Stormwater Analysis***

We will complete a preliminary analysis of the stormwater management system within the two separate project areas. As part of our field review, we will identify potential problem areas and look for opportunities to incorporate water quality treatment systems into the project.

We will identify upgrades and new improvements to the drainage system and prepare a preliminary layout and pipe sizes for the storm sewer system. We will identify potential locations for stormwater treatment (infiltration or filtration) practices to meet the City's 1-inch treatment goal. We will identify potential treatment system both on a small scale such as good locations for the City's rain water garden program, and on a larger scale where opportunities may exist adjacent to a trunk storm sewer system or larger concentrated flow areas.

In the Abigail Court area, soils appear to be generally silts and silt loams. These soils may allow for some limited infiltration and more detailed soils investigation work will help to define estimated infiltration rates and design parameters for BMPs. There is also a known concentrated flow area that will be evaluated further at the far west end of the cul-de-sac near three driveways. The primary topographic break point is just west of the bend/transition from 93<sup>rd</sup> to Abigail, which means we'll be looking at two primary drainage areas and likely two primary areas for BMPs.

In the Bancroft area, our focus will be on BMP opportunities as well as the condition of pipes and structures. We will evaluate the need and potential for additional inlets at three primary sag points in the project area and review emergency overflow elevations relative low home openings in these areas. We will also be evaluating the low area between Baldwin and Babcock adjacent to the trail. We understand that this area will be modeled as part of the Water Resources Management Plan update so we do not propose to do any hydrologic modeling of the adjacent basins, but would coordinate our review with the selected consultant for that modeling effort.

##### ***4b. Proposed Improvements***

The feasibility report will identify the proposed street, sanitary sewer, water main and drainage improvements to be included in the project design. It isn't clear at this point what the extent of the

sanitary sewer and water main improvements will be. The 93<sup>rd</sup> Street & Abigail Avenue area does not have municipal sanitary sewer or water main. All parcels are served with on-site systems. The Baldwin Avenue and Bancroft Way area was originally constructed in the early 1990's. Given the age and material used for the sanitary sewer and water main in this project area, we do not anticipate major improvements to either system as part of this project. As part of the feasibility report, we will perform the following analysis:

***Sanitary Sewer Mains***

The existing sanitary sewer in the Baldwin Avenue & Bancroft Way project area is PVC pipe with precast concrete manholes and we are not aware of any significant issues. As part of the feasibility report effort we will discuss with public works any known sanitary sewer issues in this project that need to be addressed as part of these improvements. We anticipate the existing sanitary sewer manholes will all receive new castings, adjusting rings and an external seal. Beyond that the existing system should be good condition and not require replacement.

***Water Main***

Based on the as-built drawings, the existing water main system in the Baldwin Avenue and Bancroft Way project area is ductile iron pipe (DIP) and we are not aware of any issues with the existing system. As part of the feasibility report effort we will discuss with public works any know water main issues in the project area. We anticipate proposed improvements could include bolt replacement on existing gate valves and possibly some hydrant and/or gate valve replacements. Beyond that the existing system should be good condition and not require replacement.

***Storm Sewer***

The preliminary stormwater analysis will identify improvements that will be included in the feasibility report. We will also identify the permits and critical permit application schedules that will apply to the proposed improvements. We will also review possible treatment system options with the Dakota County SWCD to assess the potential for cost share funds to be used on the project.

A quantity takeoff will be completed and a preliminary engineer's estimate of probable construction costs for the improvements identified as part of the study. City staff will then prepare the preliminary assessment role based on the preliminary cost estimate. We assume the City will also hire the appraiser to define sustainable assessments by property.

Once the preliminary assessment role is prepared we will prepare the feasibility report detailing the results of the work task outlined above. We will provide the City with three (3) copies of the draft report and fifteen (15) copies of the final report. We will also provide the City with an electronic copy of the final report. We have assumed attending two (2) meetings with City staff to discuss the study results prior to finalizing the feasibility report. We have also assumed attending two (2) informational meeting with staff and residents, and one (1) city council meeting to present the feasibility report.

**PRELIMINARY DESIGN/PRIVATE UTILITY COORDINATION**

During the preparation of the feasibility report, we will coordinate with private utilities following the City's seven step Utility Coordination Sheet. Once proposed improvements are identified for the feasibility report we will coordinate a meeting with private utilities to discuss the project and any relocates/improvements of their facilities that will need to be completed prior to start of construction of the City Improvements. The information available at the utility meeting would include which streets will be a full reconstruction (replacement of sanitary sewer, water main and/or storm sewer) and which streets will involve only pavement replacement.

**SCHEDULE**

The following is a summary of the proposed schedule for the project:

Authorization to proceed with feasibility report .....	July 11, 2016
Draft feasibility report to city staff.....	September 16, 2016
Neighborhood feasibility meeting .....	Early October
City Council receives feasibility report .....	November 14, 2016
Order Improvement hearing	
Authorize preparation of plans & specs	
Neighborhood Information meeting.....	December 2016
Public Improvement Hearing.....	January 10, 2017
Bid Opening .....	February 2017
City Council awards contract.....	March 13, 2017
Start construction .....	early May 2017
Construction substantially complete .....	September 10, 2017

**COMPENSATION**

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. The following is a summary of our estimated costs for the scope of services:

	<b>Work Task</b>	<b>Estimated Fee</b>
1.	Project Management / Public Involvement	\$6,500
2.	Topographic Survey	\$15,600
3.	Geotechnical Investigation	\$6,000
4.	Feasibility Study and Report	\$34,400
	<b>Total Estimated Fees</b>	<b>\$62,500</b>

Our total estimated cost for the scope of services included in the letter proposal is \$62,500 including all labor and reimbursable expenses. We will provide a separate letter proposal for final design and construction services once the feasibility report is accepted by the council and the improvements are ordered. At that time, the project scope will be better defined.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Greg F. Anderson, PE  
 Project Manager



Ron B. Leaf, PE  
 Client Service Manager

ah

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Approved this \_\_\_ day of \_\_\_\_\_, 2016

**City of Inver Grove Heights, Minnesota**

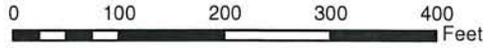
By: \_\_\_\_\_



City of  
Inver Grove Heights  
7/13/2015



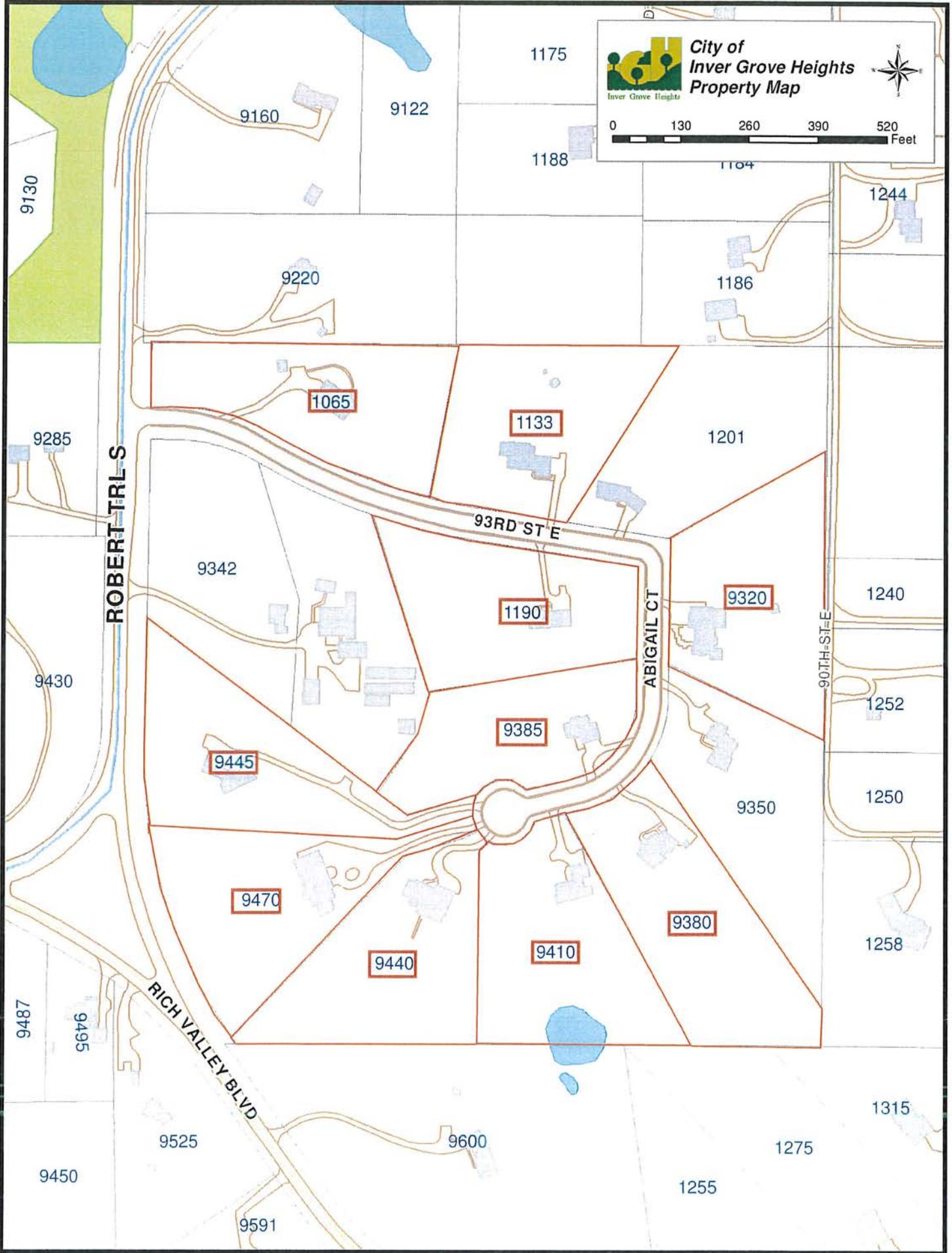
**Bancroft Area Petition Map**



Street Petitioner

Petitioned Streets





CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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**Metropolitan Council Planning Assistance Grant Application**

Meeting Date: July 11, 2016  
Item Type: Consent Agenda  
Contact: Allan Hunting 651.450.2554  
Prepared by: Allan Hunting, City Planner  
Reviewed by: Planning


**PURPOSE/ACTION REQUESTED**

Approve a Resolution authorizing staff to submit a Planning Assistance grant funds application to the Metropolitan Council to cover costs preparing the 2040 Comprehensive Plan Update.

- Requires 3/5th's vote

**SUMMARY**

The Metropolitan Council is offering planning assistance grants for eligible cities to cover costs of the 2040 Comprehensive Plan Update. These grants are non competitive and available by applying for the funds. The City is eligible for \$32,000.

In order to apply for the grant, the Metropolitan Council requires that each City adopt a resolution authorizing a staff member to apply for the grant on behalf of the City. The Planning Department would be applying for the funding.

**RECOMMENDATION:** Staff recommends approval of the attached resolution.

Attachments: Resolution Authorizing an Application for Planning Assistance Grant Funds

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

A RESOLUTION IDENTIFYING THE NEED FOR FUNDING TO COMPLETE ITS 2040  
COMPREHENSIVE PLAN UPDATE AND AUTHORIZING AN APPLICATION FOR  
PLANNING ASSISTANCE GRANT FUNDS

WHEREAS, the City of Inver Grove Heights must review and update its comprehensive plan as required by the "decennial" review provision of Minnesota Statutes section 473.864, subdivision 2;

WHEREAS, on April 27, 2016, the Metropolitan Council adopted need-based eligibility criteria for awarding available local planning assistance grant funds and established maximum grant amounts for eligible grantees to help grantees review and update their comprehensive plan as required by the "decennial" review provision of Minnesota Statutes section 473.864, subdivision 2;

WHEREAS, the City is an eligible city in the metropolitan area as defined in Minnesota Statutes 473.121;

WHEREAS, planning assistance grant funds will be made available to eligible applicants subject to terms and conditions contained in Metropolitan Council grant agreements;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, after appropriate examination and due consideration, the governing body of the city of Inver Grove Heights:

Authorizes its City Planner, Allan Hunting to:

- 1) submit on its behalf of the City an applications to the Metropolitan Council for Local Planning Assistance grant funds for the decennial review and update of the City's local comprehensive plan required under Minnesota Statutes section 473.864; and
- 2) execute on behalf of the City a grant agreement with the Metropolitan Council for planning assistance grant funds.

Passed this 11th day of July, 2016.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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**PERSONNEL ACTIONS**

Meeting Date: July 11, 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:** Ray Ahl, Jr. (Ranger/Golf Course), Lee Dembsky (Concessionaire/Golf Course), Aaron Folkerts, (Recreation Instructor/Recreation)

**Please confirm the Full-Time Employment of:** Jacob Johnson, Patrol Officer, Matthew Mattson, Patrol Officer, August Williams, Patrol Officer, Maxwell Pung, Patrol Officer, and Tyler Nelson, Patrol Officer

**Please confirm the Termination of:** Katie Wagoner, Patrol Officer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**MIKE PONE – Case No. 16-21V**

Meeting Date: July 11, 2016  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by:  Heather Botten, Associate Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- Other

**PURPOSE/ACTION REQUESTED**

Consider a resolution relating to a Variance to allow a deck, patio, and pool addition to encroach into the bluffline setback for property located at 8336 River Road.

- Requires a 3/5<sup>th</sup>'s vote.
- 60-day deadline: July 22, 2016 (first 60-days)

**SUMMARY**

The applicant has submitted a variance to construct a patio, deck, and pool addition that would encroach into the bluffline setback. The property was granted a variance in 2005 to construct the house 20 feet from the bluffline. The proposed improvements would not be any closer to the bluffline than the original 20 foot variance approval. This request was sent to the DNR for their review; a response was received saying they had no comment.

Staff believes the request is in harmony with the general purpose of the City Code and intent of the Comprehensive Plan, the request is reasonable as the proposed improvements would be within the original 20 foot bluffline setback, the property is unique in that it is not possible to construct the proposed improvements in compliance with the City Code, and the improvements would not have any impact from the view from the river or from abutting properties.

Engineering is requiring a stormwater facilities maintenance agreement; this agreement will be brought back in front of the Council at a later date.

Planning Staff: Based on the information provided staff recommends approval of the variance request with the conditions listed in the attached resolution.

Planning Commission: At the June 21, 2016 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: Approval resolution  
 PC recommendation  
 Planning staff report

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

**RESOLUTION NO. 16-\_\_\_\_\_**

**RESOLUTION APPROVING A VARIANCE TO ALLOW A 20 FOOT BLUFFLINE SETBACK  
FOR A POOL, PATIO, AND DECK ADDITION**

**CASE NO. 16-21V**

Pone

Property located at 8336 River Road and legally described as follows:

All of Lots 26, 27, 28 & the North 60 FT of Lot 29, of River Cedars, of Dakota County, Minnesota

**WHEREAS**, an application has been received for a Variance to allow a pool, patio, and deck to encroach into the bluffline setback;

**WHEREAS**, the afore described property is zoned E-1, Estate 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 June 21, 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 property is unique in that it is not possible to construct any improvements that meet setback requirements.

- b. The location of the patio, deck and pool do not appear to have any adverse impacts on the neighboring properties or river.
- c. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- d. The request was sent to the DNR for review and they take no exception.
- e. The request is reasonable as the proposed improvements would be located within the 20 foot bluffline setback approved for the home.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to allow a 20 foot bluffline setback for a deck, porch, and pool is hereby approved with the following conditions:

- 1. The site shall be developed in substantial conformance with the plans on file with the Planning Department.
- 2. A grading/erosion control plan will be required at the time of the building permit application.
- 3. 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.
- 4. A stormwater agreement shall be required to be executed between the City and the applicant. The SWFMA will include annual reporting criteria on maintaining and inspecting the storm water facility.

**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 11<sup>th</sup> day of July, 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:** June 21, 2016  
**SUBJECT:** **MIKE PONE – CASE NO. 16-21V**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance from the bluff line setback to construct a patio and deck addition on the existing residential property, for the property located at 8336 River Road. 4 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is located between River Road and the Mississippi River and is zoned E-1. The applicant has submitted a variance to construct a patio, deck, and pool addition that would encroach into the bluffline setback. The property was granted a variance in 2005 to construct the house 20 feet from the bluffline. The proposed improvements would not be any closer to the bluffline than the original 20 foot variance approval. This request was sent to the DNR for their review; a response was received saying they had no comment. Staff believes the request is in harmony with the general purpose of the City Code and intent of the Comprehensive Plan, the request is reasonable as the proposed improvements would be within the original 20 foot bluffline setback, the property is unique in that it is not possible to construct the proposed improvements in compliance with the City Code, and the improvements would not have any impact from the view from the river or from abutting properties. Staff recommends approval of the request with the four conditions listed in the report. Staff has not heard from any of the abutting property owners.

Commissioner Wippermann asked for clarification that the 100 foot setback requirement was a DNR regulation and that the DNR has indicated they have no concern with what is being proposed.

Ms. Botten replied in the affirmative.

Commissioner Robertson asked if the proposed additions would comply with the maximum impervious surface allowed for the property.

Ms. Botten replied in the affirmative.

**Opening of Public Hearing**

Mike Pone, 8336 River Road, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Pone replied in the affirmative.

Commissioner Simon asked the applicant if they had an existing pool.

Mr. Pone replied in the affirmative.

Commissioner Simon asked where they drained their existing pool.

Mr. Pone replied into the back yard.

Commissioner Scales closed the public hearing.

**Planning Commission Discussion**

Commissioner Robertson stated she supported the request as it did not encroach any further on the bluffline than the original structure and would be an improvement to the property.

**Planning Commission Recommendation**

Motion by Commissioner Robertson, second by Commissioner Lissarrague, to approve the request for a variance from the bluff line setback to construct a patio and deck addition on the existing residential property, for the property located at 8336 River Road.

Motion carried (8/0). This item goes to the City Council on July 11, 2016.



## **EVALUATION OF REQUEST:**

### DNR Review:

The request was sent to the DNR for review; a response was received saying they had no comment.

### Engineering Review:

The Engineering Department has conducted a review of the plans and has been working with the applicant in regards to stormwater, grading and erosion control. The final details on the plans would be reviewed and approved by the City Engineer prior to any work commencing on the site.

A storm water agreement is required to be executed between the City and the applicant. The contract will address the necessary site improvements to insure the stormwater needs are met. The SWFMA will include annual reporting criteria on maintaining and inspecting the storm water facility.

### Variance Review Criteria:

City Code Title 10, Chapter 3. **Variations**, 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 properties are zoned and developed residential. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as a residential lot. In respect to the use of the land, impervious surface, other setbacks and code requirements the request is in harmony with the provisions in the zoning ordinance.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The property has a special condition in that it is not possible to install any improvements that would meet the setback requirements. The applicant is requesting this variance in association that the proposed improvements would not extend any closer to the bluff line than the existing house.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The lot configuration is unique; it is not possible to construct the patio, pool and deck in compliance with the City Code. Furthermore, the applicant's request is reasonable as he is proposing to construct the improvements within the approved setback as the home.

4. *The variance will not alter the essential character of the locality.*

One of the functions of setback requirements is to protect the river and bluff and aesthetic qualities from street and neighboring views. The DNR did not have any

concerns with the proposed request. Approving this variance would not have an impact on the views from the river or abutting properties. Staff does not believe the improvements would alter the essential character of the locality. The applicant would not be doing any tree removal and the materials used would be similar to the existing cedar decking.

5. *Economic considerations alone do not constitute an undue hardship.*  
Economic considerations do not appear to be a basis for this request.

## **ALTERNATIVES**

The Planning Commission has the following alternatives available for the requested action:

- A. Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:
1. The site shall be developed in substantial conformance with the plans on file with the Planning Department.
  2. A grading/erosion control plan will be required at the time of the building permit application.
  3. 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.
  4. A stormwater agreement shall be required to be executed between the City and the applicant. The SWFMA will include annual reporting criteria on maintaining and inspecting the storm water facility.
- B. Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

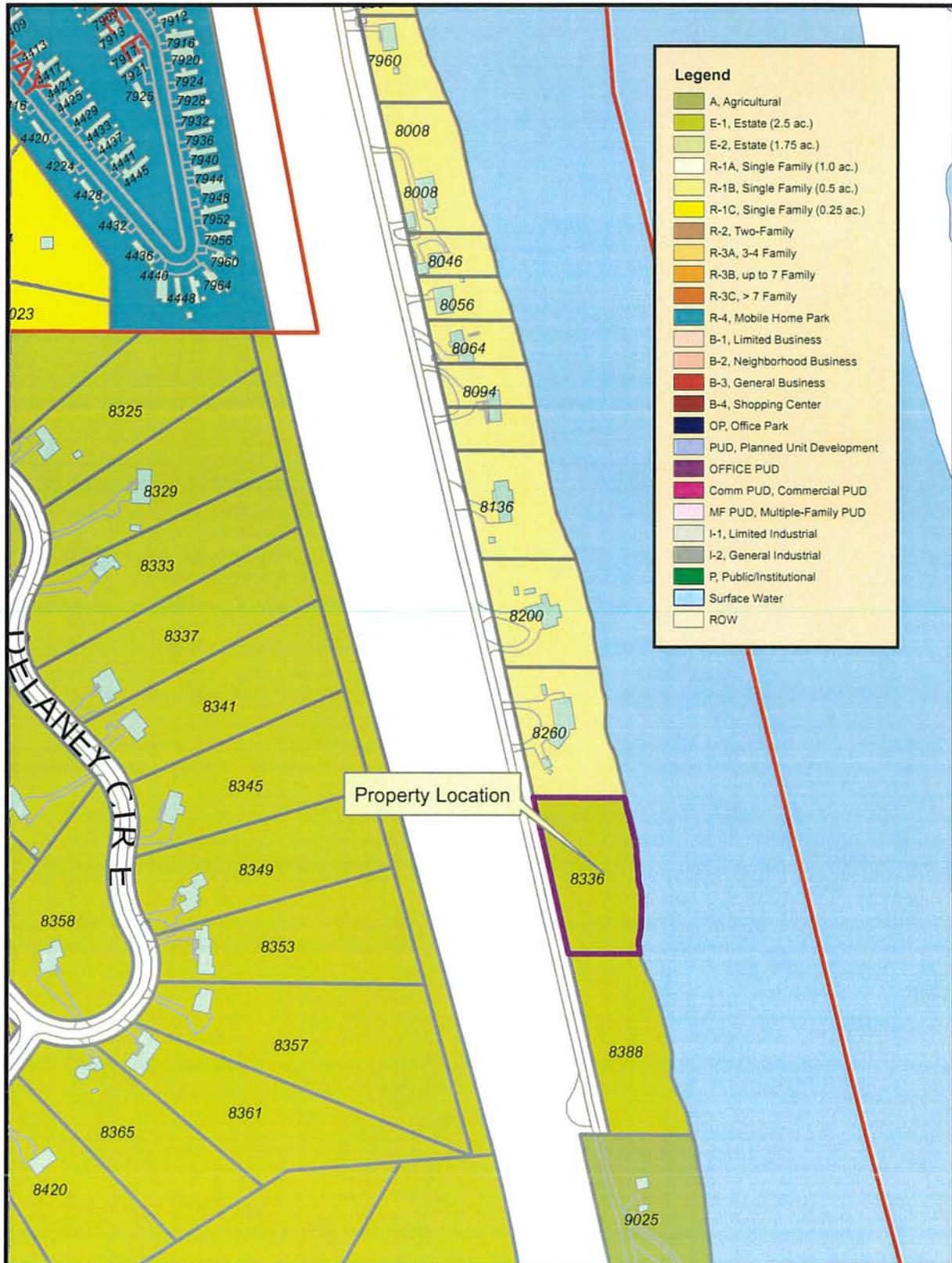
## **RECOMMENDATION**

Staff believes that the variance criterion has been met and therefore recommends approval of the request with the conditions listed in Alternative A.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Site Plan



# Pone 8336 River Road



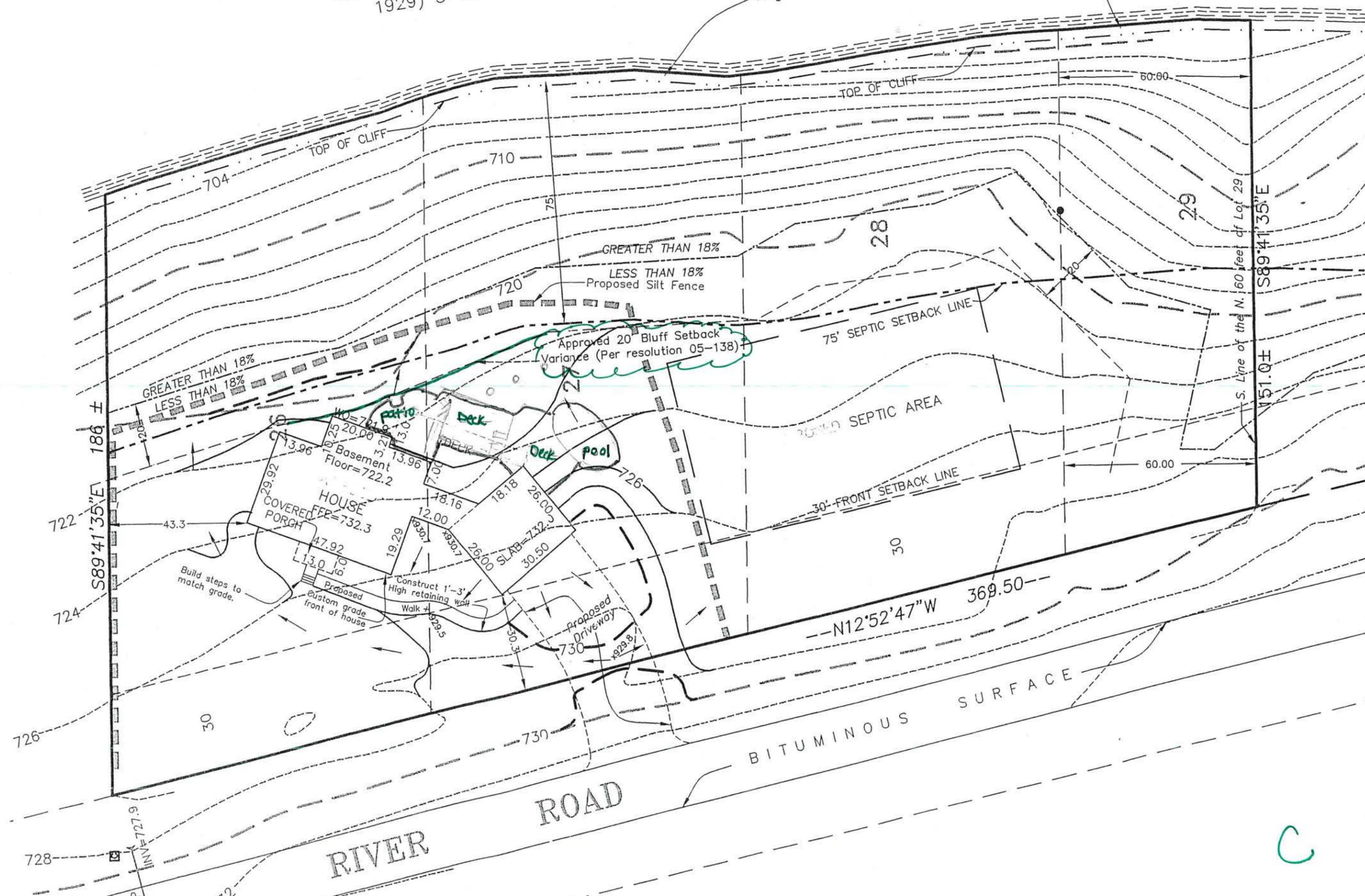
We wish to build an add-on to our existing porch and patio area on the east side of our home. The purpose is to provide access to the yard via the existing porch, additional recreational area and level access to our pool, with the possibility of a more permanent pool being built there in the future. The hardship is that the structure would infringe on a bluff line setback of 40 feet and perhaps a river setback, if it has increased from the 75 foot setback it was when the home was built. When the home was designed and constructed, it was done so utilizing a 20 foot bluff line setback, without such, much of the home itself would be non-existent. We wish to reasonably utilize the yard, and cannot do so without similar accommodation. Similar accommodation was also made approximately 7 years ago for the fence along the east property line. There are 3 abutting properties to our own, Wiplinger residence to the south, Hallishau's residence to the north and the city road to the west. None of the proposed addition would be visible from the other properties because of foliage, except the street will see the south corner of the proposed porch. The addition would not be visible from the river in summer months due to foliage and visibility during winter months would be limited because the elevation of the porch is relatively low compared to the height of the bluff and underbrush which provide a covering. We intend to use building materials that are similar in appearance to the stained cedar decking that already exists.

B

# MISSISSIPPI RIVER

Elev = 686.7 feet (NGVD 1929) 5-26-04

Normal Pool Elevation = Normal High Water Level = 687.3 feet



C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**FRANCIS MYERS - Case No. 16-23C**

Meeting Date: July 11, 2016  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by: Planning

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- Other

**PURPOSE/ACTION REQUESTED**

Consider a resolution relating to a **Conditional Use Permit** to allow sheet metal siding on a detached accessory building for the property located at 11400 Albavar Path.

- Requires a 4/5<sup>th</sup>'s vote
- 60-day deadline: August 1, 2016 (first 60 days)

**SUMMARY**

The applicant is requesting to have sheet metal siding on a detached accessory building. Sheet metal siding is an allowed exterior building material by conditional use permit on accessory buildings in the A and E-1 zoning districts. The subject lot is 5.38 acres in size and located in the E-1, Estate Residential district.

The applicant has stated the accessory building would be used to store his own personal items. The building would be in compliance with size, setbacks and impervious surface standards.

The siding proposed complies with the required thickness and warranty required. The request for sheet metal siding meets the CUP criteria relating to land use impacts such as setbacks and aesthetics, environmental impacts, public health and safety impacts and consistency with the Comprehensive Plan and Zoning Ordinance. The property is appropriate for the use considering the size, topography, vegetation and other natural and physical features such as the location of the well, septic, and pond locations.

City Staff: Staff recommends **approval** of the request for sheet metal siding on an accessory building with the conditions listed in the attached resolution.

Planning Commission: At the July 5, 2016 meeting the Planning Commission recommended **approval** of the conditional use permit for sheet metal siding with the conditions listed (8-0).

Minutes from the meeting are not available at this time. The applicant was in attendance and no neighbors testified at the public hearing.

Attachments: CUP Resolution  
 Planning Staff Report

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

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

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW SHEET METAL  
SIDING ON AN ACCESSORY BUILDING**

Myers  
Case No. 16-23C

**WHEREAS**, an application for a Conditional Use Permit has been submitted for the property located at 11400 Albavar Path, Inver Grove Heights, MN and legally described as:

**Lot 6 Block 1, Whistlewood Farms 2<sup>nd</sup> Addition, according to the recorded plat, Dakota County, Minnesota**

**WHEREAS**, the request is to conditionally allow sheet metal siding on an accessory building;

**WHEREAS**, the aforescribed property is zoned A, Agricultural;

**WHEREAS**, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

**WHEREAS**, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on July 5, 2016;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit to allow an accessory building with sheet metal siding is hereby approved 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 accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
3. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
4. 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.
5. An easement agreement shall be required to be executed between the City and the property owner. This agreement will protect the existing ponds on the property.

**BE IT FURTHER RESOLVED** that the Deputy 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 on the 11<sup>th</sup> day of July, 2016.

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_  
Michelle Tesser, City Clerk

# PLANNING REPORT CITY OF INVER GROVE HEIGHTS

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**REPORT DATE:** June 30, 2016                      **CASE NO.:** 16-23C

**HEARING DATE:** July 5, 2016

**APPLICANT AND PROPERTY OWNER:** Francis Myers

**REQUEST:** A conditional use permit to allow sheet metal siding on an accessory building.

**LOCATION:** 11400 Albavar Path

**COMP PLAN:** RDR, Rural Density Residential

**ZONING:** A, Agricultural

**REVIEWING DIVISIONS:** Planning  
Engineering

**PREPARED BY:** Heather Botten  
Associate Planner 

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## **BACKGROUND**

The applicant would like to construct a 1,944 square foot accessory building with sheet metal siding on his property. The lot is 5.38 acres in size and zoned A, Agricultural. The city code allows two detached accessory buildings up to 2,400 *gross* square feet on lots greater than five acres in the A, Agricultural district. Sheet metal siding is allowed on buildings in the A and E-1 zoning districts by conditional use permit (CUP).

The applicant's property is wooded. The property owner removed an old accessory building to make room for the proposed structure. The new building would be 1,944 square feet in size, complying with size requirements. The structure would also be in compliance with setbacks and impervious surface standards. The proposed structure would be set back about 200 feet from the road and the closest neighboring home. The applicant has stated the color of the siding would match the existing home and the building would be for his own personal use.

## **SPECIFIC REQUEST**

The following specific application is being requested:

- A.) A Conditional Use Permit to allow sheet metal siding on an accessory building in the A, Agricultural district.

**SURROUNDING USES:** The subject site is surrounded by the following uses:

North, South, and West	Single-family; zoned A, Agricultural; guided RDR, Rural Density Residential
East	Single-family; zoned E-1, Estate Residential; guided RDR, Rural Density Residential

**EVALUATION OF REQUEST:**

**Conditional Use Permit** Sheet metal siding on accessory buildings is a conditionally permitted use in the rural districts. Two sets of zoning code review criteria apply to sheet metal pole buildings. The first set is specific to sheet metal sided accessory buildings. The second is a general set of criteria applicable to all conditional use permits.

Sheet Metal Siding CUP Criteria

Section 10-15-17 and 10-15-18 of the Zoning Regulations list criteria for accessory buildings.

1. *The sheet or corrugated steel or aluminum metal siding has a thickness of at least 29 gauge, and comes with a manufacturer's warranty of at least 20 years.*

The information the applicant has submitted states the proposed building would be 29-gauge steel and comes with a 45 years warranty.

2. *There shall be a minimum space of six (6) feet between the principal and accessory structure unless attached, and a minimum space of six (6) feet between all other accessory structures.*

This criterion has been met. The building would be about 50 feet from the principal structure.

3. *Any detached accessory structure that exceeds a gross floor area of 1,000 square feet must have a minimum setback from all property lines of 50 feet.*

This criterion has been met. The structure is located at least 50 feet from all property lines.

General CUP Criteria

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The Comprehensive Plan recognizes the rural lot neighborhoods of the City as both residential and agricultural in nature. Accessory buildings with steel siding are common in some rural settings, including Inver Grove Heights rural neighborhoods. The abutting

properties are all rural residential homes. The proposed building meets all other zoning code requirements including setbacks, size, and impervious surface.

The applicant has stated the proposed siding would match the color of the existing home. Building code requirements would be addressed with building permits to occupy the building.

#### Engineering

Engineering has reviewed the request and has been working with the applicant on storm water and grading requirements. Engineering is requesting easement over the existing ponds located on the property. The ponds are located on the east and south portions of the property. The proposed structure would not be located within these easements. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report.

#### Other

Included in the attachments are emails from neighboring property owners. Some of the emails reference covenants for the development. These covenants are a private matter between the individual property owners. The City does not get involved with the enforcement of private covenants.

### **ALTERNATIVES**

The Planning Commission has the following alternatives available for the requested action:

**A. Approval** If the Planning Commission finds the request to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of the **Conditional Use Permit** to allow sheet metal siding 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 accessory structure shall not be used for commercial uses, storage related to a commercial use, or a home occupation.
  3. The sheet metal siding shall have a thickness of at least 29 gauge, and shall come with a manufacturer's warranty of at least 20 years.
  4. 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.
  5. An easement agreement shall be required to be executed between the City and the property owner. This agreement will protect the existing ponds on the property.

**B. Denial** If the Planning Commission does not favor the proposed application or portions thereof, the above request or 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 request.

Attachments:   Exhibit A - Location/Zoning Map  
                  Exhibit B - Narrative  
                  Exhibit C - Site Plan  
                  Exhibit D - Exterior of building  
                  Exhibit E - Letters from residents



# Myers Case No. 16-23C

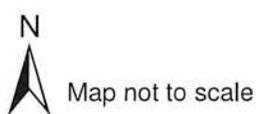
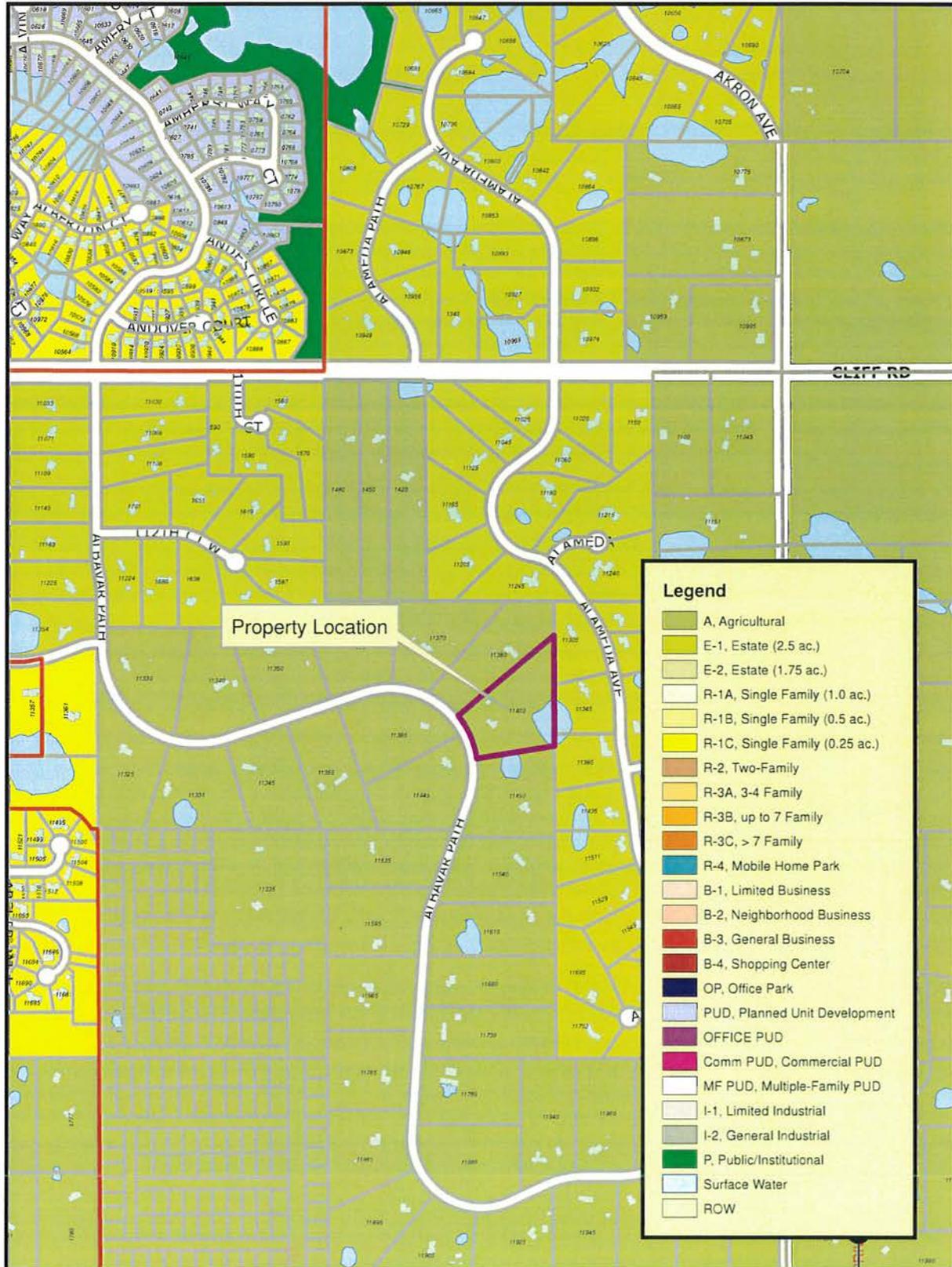


Exhibit A  
Zoning and Location Map

- Written Narrative clearly describing the request...

I request a CONDITIONAL USE PERMIT for Steel Siding and Roofing for my Personal, NON-Business Hobby and Storage garage for my boats, cars, lawn equipment, and ATV's.

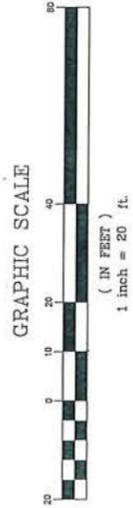
- Legal Description of property under consideration...

Lot 6, Block 1, WHISTLEWOOD FARMS 2<sup>ND</sup> ADDITION, DAKOTA County, Minnesota

B

# CERTIFICATE OF SURVEY

for ~ FRAN MYERS  
 ~ of ~ 11400 ALBAVAR PATH



## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- x 892.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- DENOTES BITUMINOUS SURFACE

## TREE DETAIL

- Denotes Elevation
- Denotes Tree Quantity
- Denotes Tree Size in Inches
- Denotes Tree Type

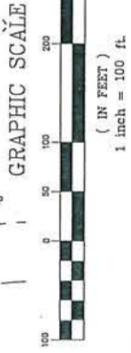
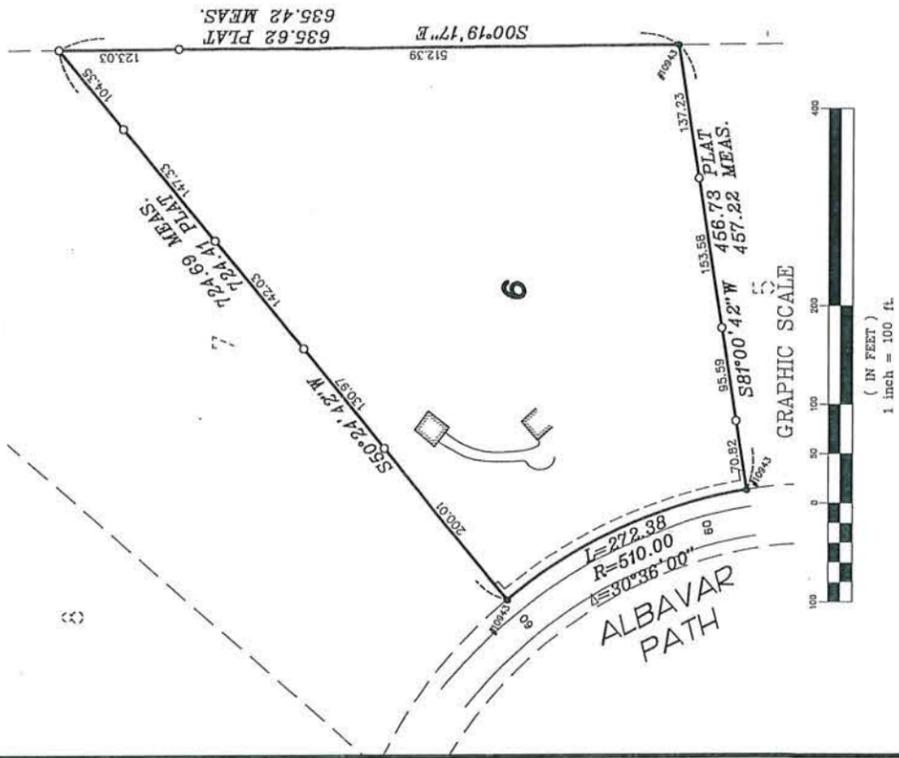
SEE BOUNDARY DETAIL BELOW

NORTH

## BENCHMARK

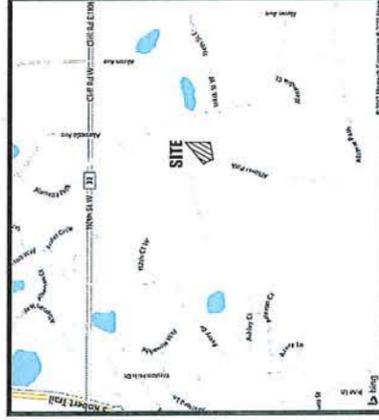
MNDOT GSID Station #7435.  
 Station Name: HOLLAND MN037.  
 Elevation = 947.97 (NAVD 88)

## BOUNDARY DETAIL



## VICINITY MAP

PART OF SEC. 31, TWP. 27, RING. 22



DAKOTA COUNTY, MINNESOTA  
 (NO SCALE)

DRAWN BY: BPN	JOB NO: 13785BT	DATE: 12/3/13
CHECK BY: JER	SCANNED	
1		
2		
3		
NO.	DATE	DESCRIPTION
BY		

## NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 11/26/13.
- Bearings shown are on Dakota County datum.
- This survey was prepared without the benefit of title work. Additional encumbrances and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

## LEGAL DESCRIPTION

Lot 6, Block 1, WHISTLEWOOD FARMS 2ND ADDITION, Dakota County, Minnesota.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 12/3/13 License No. 41578

**E.G. RUD & SONS, INC.**  
 EST. 1977 Professional Land Surveyors

6776 Lake Drive NE, Suite 110  
 Lino Lakes, MN 55014

Tel. (651) 361-8200 Fax (651) 361-8701

www.egrud.com

Dakota County, MN



Street Address	11400 ALBAVAR PATH	Unit	
Comments		Postal City	INVER GROVE HEIGHTS
Municipality	INVER GROVE HEIGHTS	Zip Code	55077
Street	ALBAVAR		



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.*

Map Scale  
**1 inch = 50 feet**  
 5/16/2016

C2



## MS COLORFAST45® PAINT SYSTEM

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Ash Grey (25) ☆	Zinc Grey (29) ☆	Charcoal (17) ☆	Ocean Blue (35) ☆	Hawaiian Blue (70) ☆
Red (24) ☆	Patriot Red (73) ☆	Burgundy (15) ☆	Forest Green (26) ☆	Fern Green (07) Low Gloss
Native Copper (E95) <sup>2</sup> ☆	Galvanized (00) <sup>1</sup> ☆			



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**29 GAUGE**

D

## Heather Botten

---

**From:** Bruce & Julie Ekholm [ekholms@comcast.net]  
**Sent:** Wednesday, June 29, 2016 6:20 PM  
**To:** Heather Botten  
**Subject:** Francis Myers - Case No. 16-23C  
**Attachments:** Whistlewood\_Farms\_2nd\_Addition\_Covenants.pdf

Heather:

I am unable to attend the planning commission meeting on July 5 related to the proposed sheet metal siding on an accessory building at 11400 Albavar Path, and would like to comment via e-mail.

I would like to ensure that any siding facing the street or any house on either side to match the house on the property. That is, if sheet metal siding is used, it should not interfere with the look from the street or from any neighboring property. This is best done by using the same siding as the house on that lot

I would also like to point out the attached covenants for the property do spell out that any outbuildings must obtain the consent of the Architectural Supervisory Committee for the neighborhood, and would like to ask if the applicant has done so.

Sincerely yours,

Bruce Ekholm  
11345 Albavar Path  
Inver Grove Heights, MN 55077

651-457-8033

## Heather Botten

---

**From:** Daniel Fall [fallguy1000@hotmail.com]  
**Sent:** Wednesday, June 29, 2016 12:38 AM  
**To:** Heather Botten  
**Subject:** Francis Meyers Conditional Use Permit for 11400 Albavar Path

Greetings Heather,

I'm not sure if I'm within 1000 feet of 11400 Albavar, but I'd like to comment on the conditional use application if I'm permitted. I think a flyer was in my mailbox. My wife handed it to me...

Please read and forward my letter to the planning commission.

I don't really understand how the city can consider issuing a conditional use permit for something as straightforward as a siding requirement. A conditional use permit is generally issued when requirements are unmeetable. These siding requirements have been put in place because metal siding is ugly and doesn't match the existing structures and aesthetics. Metal siding is darn nice that it is ultra low maintenance! But that also means it never gets painted a new color when the house does. Sorry, but conditional use is getting stretched a bit here I think. I could see conditional use relevance if the structure were back in the woods, but it is obviously not based on the site preparation. That is, the rule wouldn't matter if no one has to look at it. Not the case here. If a new buyer decides to paint the house a different color, the metal building stays the old color. That is the basic purpose of the code. Conditional use doesn't really apply because the requirement is meetable, and the life of the decision goes beyond the current applicant. I'm not a legal expert on conditional use, but it seems like a reach and I'm only being cordial. I, in fact, am okay with three sides of the structure being metal.

Because a new owner may wish to paint the house and building both a different color, I would prefer at a minimum, the façade of the building match the existing dwelling. That is, the front of the detached dwelling that faces the street should match the front of the existing structure, or be paintable. I think Mr. Myers would be the beneficiary of better resale and valuation of his property if he does this as well. And, of course, this is where conditional use gets so darn goofy. How can you grant him a conditional use permit for three sides that don't face the street? I've been driving past that calf... yellow building for 7 years before he tore it down (thank him!). It didn't match the house and looked bad. And now, it looks like another metal building that will never change color is the plan. Aesthetics matter-make him meet the standard on the façade, the other three sides don't matter to me. And if you allow the metal, this is another sticky bit, please make sure it isn't Viking purple like half that twin house in Eagan was for years. Most cities have general appearance requirements-not sure if it is the case here because of that yellow.

Please remember, color is where the entire thing falls to pieces. If a new person buys his place and decides to paint the house green; they leave the low maintenance color choice of Myers (painting metal is not easy) and nothing matches again. So, it goes beyond the current owner. And that is why I'd like to see the façade sided as the dwelling, so the colors would or could match later. It isn't that horrible a request for Myers to meet, it helps with what I consider misapplication or overreach of conditional use, and even Myers will benefit in the end.

Thanks.

Respectfully,

Dan Fall  
11960 Albavar Path

## Heather Botten

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**From:** Tanya Beckwith [tbeckwith@mmm.com]  
**Sent:** Thursday, June 30, 2016 10:58 AM  
**To:** Heather Botten  
**Cc:** 'Beckwith, Steve (Steve.Beckwith@hbfuller.com)'  
**Subject:** Francis Myers - Case No. 16-23C

Heather:

My husband and I are unable to attend the planning commission meeting on July 5 related to the proposed sheet metal siding on an accessory building at 11400 Albavar Path. We would like to comment via e-mail.

We would like to ensure that the new structure adheres to the covenants of the neighborhood/property so that it fits in with the feel, quality and integrity of the neighborhood and not reduce property values or visual appeal.

That said, Steve and I would be supportive to using sheet metal siding if and only if it does not interfere with the look from the street or from any neighboring property. We request that the same siding used for the house on the property be used on the new building for any street or neighbor-facing property.

The covenants for the property do spell out that any outbuildings must obtain the consent of the Architectural Supervisory Committee for the neighborhood, and I would like to ask that the applicant follow this consent.

Best regards,

Tanya and Steve Beckwith  
11350 Albavar Path  
Inver Grove Heights, MN 55077

651-605-1428



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## Heather Botten

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**From:** Joe Hess [joe.hess@comcast.net]  
**Sent:** Thursday, June 30, 2016 1:06 PM  
**To:** Heather Botten  
**Cc:** Bonnie Hess; joe.hess@comcast.net  
**Subject:** Francis Myers - Case No. 16-23C

Hi Heather,

Thanks for making us aware of this request for 11400 Albavar Path. We will try to make it to the planning meeting on July 5<sup>th</sup> but would like to comment via email in case we are unable to attend. Hopefully the notice went out to all homeowners along Albavar Path since this decision ultimately impacts us all.

The covenants of our neighborhood were put into place to assure that the attractiveness and quality of the neighborhood remain at a consistent level which will ensure that property values and visual aesthetics are not negatively impacted.

Based on where the homeowners are building the new structure, it is in full view from Albavar Path. Bonnie and I feel strongly that sheet metal siding is not acceptable and that siding similar to that used on the house should be used for the new structure.

Please let me know if there is anything more I can provide.

Thank you,

Joe & Bonnie Hess  
11370 Albavar Path  
Inver Grove Heights, MN 55077  
651-455-4703