

## INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, September 26, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Proclamation Proclaiming Wednesday, September 28, 2016 as Scott Bell and Lord Stanley's Cup Day in the City of Inver Grove Heights

4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

A. i. Approval of City Council Meeting Minutes August 22, 2016

ii. Approval of City Council Work Session Minutes September 6, 2016

B. Resolution Approving Disbursements for Period Ending September 21, 2016

C. Consider Pay Request #5 for the VMCC/Grove Energy Improvement Project(s) – City Project 2016-06

D. Consider Pay Request #1 for the Inver Wood Golf Course Improvement Project – City Project 2016-07

E. Consider Pay Request #4 for the VMCC Roofing Project – City Project 2016-14

F. Consider Approval of Purchase of Lions Trophy Case

G. Consider Approval of Agreement Relating to Certification of Amount Owed

H. Set Special Meeting for October 24, 2016 to Discuss Akron Avenue/Southern Road Alignment

I. Consider Change Order No. 6 and Pay Voucher No. 10 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70th Street Lift Station, Argenta District

J. Consider Pay Voucher No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

K. Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09B – Sealcoat

L. Consider Pay Voucher No. 3 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)

M. Accept Proposal from Total Control Systems, Inc. for Foresthaven Sanitary Lift Station Modifications

N. Approve Proposal for Professional Services for Feasibility Study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail

- O. Consider Resolution Approving Agreements (Agreement Relating to Landowner Improvements within City Easement, Retaining Wall Maintenance Agreement and Fire Hydrant License Agreement) on Lot 3, Block 1, Bishop Heights 4th Addition (Caribou Coffee)
- P. Approve Resolution for a 2-Year Contract Renewal Agreement with HealthPartners for Health and Dental Insurance for the Benefit Plan Years of 2017 and 2018
- Q. Personnel Actions

5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

**I. COMMUNITY DEVELOPMENT:**

**A. RIAN & VICKI DZIEWECZYNSKI;** Consider a Resolution relating to a Variance to allow a detached accessory structure 1,440 square feet in size and six (6) feet from the side property line for property located at 7030 River Road

**B. DEALS ON WHEELS,LLC;** Consider a Resolution relating to a Variance to allow a four foot parking setback from the front property line whereas 10 feet is required for property located at 6250 Concord Boulevard

**C. PULTE HOMES OF MINNESOTA;** Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation from LI, Light Industrial to LDR, Low Density Residential for property located west of Jefferson Trail and south of Wescott Road

**D. CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of a Zoning Ordinance Amendment relating to:

a) changes to the Major Site Plan Review and Conditional Use Permit Review amendments expanding administrative review.

b) changes to the permitted and conditional uses in the I-2, General Industry Zoning District

**II. FINANCE DEPARTMENT:**

**E.** Consider Resolutions Adopting the Proposed Tax Levy for 2017, Adopting the Proposed 2017 Budgets, Adopting the Proposed Watershed Management Taxing District Tax Levy for 2017 and Set the Date and Time for the Regularly Scheduled Meeting

**III. ADMINISTRATION:**

**F.** Consider Second Reading of Ordinance Amending Section 8-2-2 through 8-2-5 Trash Collection

**G.** Interim Ordinance Regarding Predatory Offender Residency Restrictions

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)

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Proclamation Proclaiming Wednesday, September 28, 2016 as Scott Bell and Lord Stanley’s Cup Day in the City of Inver Grove Heights**

Meeting Date: September 26, 2016  
Item Type: Presentations  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Mayor Tourville will proclaim Wednesday, September 28, 2016, as Scott Bell & Lord Stanley’s Cup Day in Inver Grove Heights, Minnesota.

**SUMMARY**

The Pittsburgh Penguins are an American professional ice hockey team based in Pittsburgh, Pennsylvania, that competes in the National Hockey League. On, Sunday, June 12, 2016, the Penguins defeated the San Jose Sharks (4 games to 2) to win their 4<sup>th</sup> Stanley Cup.

The Stanley Cup, the oldest trophy competed for by professional athletes in North America, was donated by Frederick Arthur, Lord Stanley of Preston and son of the Earl of Derby, in 1893. The National Hockey League allots each championship team one hundred off-season days with the Cup to do with it as they wish and members of each organization have an opportunity to spend a day with the cup.

A former Simley Spartan and Minnesota Golden Gopher, Scott Bell, now a amateur scout for the Penguins has elected to bring the Stanley Cup to the City of Inver Grove Heights and the Veterans Memorial Community Center on Wednesday, September 28<sup>th</sup>, from 5:00 pm – 7:00pm, so the public can have an opportunity to view the Stanley Cup and get their picture taken.

Four lines will be established for the public to view and take pictures of the cup. The public will need to bring their own camera and will not be allowed to touch the cup. It is expected that large crowds will attend so people are encouraged to come early as parking will be difficult.



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

- WHEREAS,** Lord Stanley's Cup has been awarded to the winner of the National Hockey League's Championship playoffs since 1893; and
- WHEREAS,** The names on Lord Stanley's Cup are engraved by hand each year and include players, coaches, management and staff of the winning team; and
- WHEREAS,** There have been 39 previous Minnesotans inscribed on Lord Stanley's Cup; and
- WHEREAS,** The NHL allots each championship team one hundred off-season days with the Cup to do with it as they wish; and
- WHEREAS,** Mr. Scott Bell, a former Simley Spartan and Minnesota Golden Gopher hockey player, now a amateur scout for the NHL's Pittsburgh Penguins, has elected to bring Lord Stanley's Cup to the City of Inver Grove Heights and the Veterans Memorial Community Center

NOW, THEREFORE, I, GEORGE TOURVILLE, Mayor of the City of Inver Grove Heights, by the authority vested in me, do hereby recognize the National Hockey League's Lord Stanley's Cup and proclaim Wednesday, September 28, 2016, as **Scott Bell & Lord Stanley's Cup Day** in the City of Inver Grove Heights.

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George Tourville, Mayor

Attest:

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Michelle Tesser, City Clerk

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, AUGUST 22, 2016 - 8150 BARBARA AVENUE**

**1. CALL TO ORDER and 2. ROLL CALL**

The City Council of Inver Grove Heights met in regular session on Monday, August 22, 2016 in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen.

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

- A. i. Approval of City Council Meeting Minutes July 11, 2016
- ii. Approval of City Council Meeting Minutes Executive Session July 11, 2016
- iii. Approval of City Council Meeting Minutes July 25, 2016
- iv. Approval of City Council Meeting Minutes Work Session August 1, 2016
- v. Approval of Special City Council Meeting August 12, 2016
- B. Resolution 16-136 Approving Disbursements for Period Ending August 17, 2016
- C. **GERTEN GREENHOUSES**; Approve a Resolution 16-137 Approving a Wetland Replacement Plan for Wetland Mitigation of 0.34 acres for property Located at 550 Blaine Avenue
- D. **DAKOTA COUNTY**; Approve a Resolution 16-138 Approving a Wetland Replacement Plan for One Wetland located in the Reconstruction Area of Hwy 55 and Argenta Trail/Yankee Doodle Trail Intersection
- E. Approve the Contract for Services Agreement with ISD 199 for School Resource Officer
- F. Consider Approval of Revised Resolution 16-139 Supporting City Funding Sources for \$2,000,000 State Bonding Grant
- G. Consider Pay Voucher No. 3 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge
- H. Consider Final Pay Voucher No. 1, Engineer's Final Report, and Resolution 16-140 Accepting Work for City Project No. 2016-09A – Crackseal
- I. Consider Pay Voucher No. 2 and Change Order No. 3 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)
- J. Approve Custom Grading Agreement for 9408 Aladin Trail
- K. Resolution 16-141 Receiving and Accepting Proposal for Professional Services (Individual Project Order (IPO) No. 24B) from Kimley-Horn and Associates, Inc for City Project No. 2014-11 – Argenta Trail and Trunk Highway 55
- L. List of Saleable City-Owned Properties
- M. Personnel Actions
- N. Consider Approval of Spa Heat Exchange Replacement (Amended)

**Councilmember Mueller pulled items 4F and 4L.**

**Motion by Bartholomew, second by Hark, to approve 4A through 4N without 4F and 4L.**

**Ayes: 5**

**Nays: 0**

**Motion carried.**

Councilmember Mueller stated that this item was on the slow track and there would be a payback. Mr. Carlson Parks and Recreation Director stated that the bonding dollars by the State were always 1:1 with a non-matching of the dollars. He stated that in the beginning of the process they didn't have to show the state how the city was going to match the dollars and when he did look at the matching dollars there was a

slight mistake in the math which is why this is coming to the Council again for approval. Mr. Carlson reiterated that nothing has changed. By the council approving the grant and signed the resolution the City has the right to access the \$2 million dollars but it doesn't force the council to spend \$2 million dollars.

Mr. Carlson discussed the County's use of grant monies for the improvement of the Mississippi River Trail. If the Council approves the grant the city would be spending \$1.3 million dollars for the improvement of the Mississippi River Regional Trail. He stated the city has up until 2018 to make the decision.

Councilmember Mueller asked about Castaway Marina. Mr. Carlson stated that the item reflected the removal of Castaway Marina because that was sold. Councilmember Mueller asked about the DNR grant monies. Mr. Carlson stated that the money spent was from the DNR migration monies and other sources.

Councilmember Mueller asked if they will be doing electricity or the dog park. Mr. Carlson stated if the council approves the minor change of the grant it will go forward. There are no decisions regarding how monies will be spent yet. He stated that it is up to the recommendation of the Parks and Recreation Commission and the decision by the Council on what improvements will be done to Heritage Village Park.

**Motion by Bartholomew, second by Hark to approve item 4F.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Councilmember Mueller asked if the item was on a fast track. City Administrator Lynch stated the item is not on a fast track. He stated council's instructions were to draft a final list. He stated the only changes to the list the add land for utility right of way. He stated that the list identifies the properties that the city could sell. We don't have to sell them. The policy was written and adopted by the Council that we will go in front of the Council every three years to update the list. He stated there is no time table on this.

Councilmember Mueller suggested providing an opportunity to the neighbors of the properties to buy the property to increase the tax base. Mr. Lynch responded that there shouldn't be any unfair advantages of the neighboring property. Councilmember Mueller asked what funds the monies would go into. Mr. Lynch stated the property was identified in the table and the monies should be returned to those funds stated. Mr. Lynch stated if it's an unknown fund it will be returned to the General Fund. The golf course debt would be a combination of Host Community Fund and Housing Fund. Those were identified in the table provided. It would be the decision with the Council what funds the monies will go into.

Councilmember Hark asked procedurally what happens once this is approved. Mr. Lynch stated the council will need to identify what properties should be for sale. This would be a public bid process and the highest bidder would be awarded the property or no sale is made if the result is too low of a bid. Councilmember Mueller asked about the other properties listed in the beginning. Mr. Lynch stated that we listed 126 properties, there are specific requirements involved in some of those properties. There are a number of properties that are designated and can't be sold because of various reasons. Some properties were removed that needed to be kept in perpetuity for park land and drainage and utility easements.

Councilmember Hark asked to move forward on all of the properties and put them on the market. Councilmember Bartholomew asked for an updated schedule on the sale of properties.

**Motion by Hark, second by Mueller to approve the list for saleable properties and put them on the market for sale.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Marley Danner, 8314 Delany Circle with Danner Construction discussed the stop work order on Concord Hills. He asked to be notified first that a stop order is going to happen and provide an explanation before a stop order happens on the property.

Mayor Tourville asked staff to provide the council with the written procedure.

Councilmember Bartholomew asked for the clarification from staff if contractors have 48 hours to get repairs completed and asked for an explanation of why the work was stopped.

**6. PUBLIC HEARINGS:**

None.

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

**A. CALATLANTIC GROUP, INC.;** Consider a Resolution 16-142 approving the Final PUD Development Plan for Blackstone Ponds 2nd and 3rd Addition, Final Plat, Development Contract and related agreements for the plat of Blackstone Ponds 2nd Addition. Property located on north side of 70th Street at Archer Trail 16-143

Mr. Hunting outlined the item to the Council. He illustrated on the map that Phase 1 and Phase 2 of the development. He stated there are 36 units in Phase 2 and they are building the last segment of street. They will be finishing the regional trail as it hits back towards 70th. Phase 3 will come to the council sometime next year. The applicant is asking for the final PUD Development Plan and the Final Plat for the second addition of the Development Contract. The Planning staff and Commission approved the Final Plat for the 2<sup>nd</sup> Additional and Final Development plans for 2<sup>nd</sup> and 3<sup>rd</sup> additions as proposed.

**Motion by Piekarski Krech second Bartholomew to approve the resolution relating to the Preliminary PUD Development Plan Amendment.**

**Ayes: 5**

**Nays: 0          Motion carried.**

**B. SARJU IGH, LLC;** Consider the following for property located at 5448 South Robert Trail:

- a) A Resolution 16-144 relating to a Major Site Plan Approval for a four story hotel.
- b) A Resolution 16-145 relating to a Conditional Use Permit to exceed impervious surface in the shoreland overlay district.
- c) A Resolution 16-146 relating to a Conditional Use Permit to exceed the maximum height allowance in the B-3, General Business District.
- d) A Resolution 16-147 relating to a Variance to allow the parking lot to encroach into the front yard setback.

Mr. Link outlined the item to the Council. He illustrated the area on the map. He stated the item came before council in 2015 and the council amended the comprehensive plan and zoning to B-3. He stated that a 4-story hotel with 77 units is being proposed. The building is 50 feet in height which requires a

conditional use permit. B-3 zoning allows for up to 35 feet in heights. He discussed the variance being requested for the parking setback does not appear to have an adverse impact on the neighboring properties. He discussed the limitations the property. He discussed that the property is in the Shoreland Overlay District which limits the entire site to the maximum 25% impervious surface but can exceed that by permitted use. Applicant is asking for 77% impervious but without the driveway its at 50% which is similar to Heartland Credit Union that was approved in the past. The DNR reviewed the plans and had no concerns. The applicant is working with the City Engineering Department to finalize stormwater and grading plans. The applicant shall continue to work with the City to secure final approval of construction drawings. A stormwater facilities maintenance agreement and improvement agreement shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property. This will come back to the council in a couple of weeks. He stated that the resolution is relating to a preliminary and final plat, conditional use permit and variance.

The Planning Commission had approved the conditional use permit and variance. Councilmember Mueller asked about the Robert Street address. Mr. Link stated the addresses are done by Dakota County. Councilmember Mueller asked about whether the applicant was talked to about the stormwater and what the cost was going to be.

Tom Kaldunski, City Engineer stated that the applicant and city staff have worked together on the stormwater management. The applicant has a good plan and he will be using the pond on the south which has helped him come to an appropriate solution. He has a small sewer system and treatment system and then converting the existing pond into a bio retention system that will infiltrate water into the ground. He does have the cost in his budget.

Hemant Bhakta, 2020 Wilson Avenue, South St. Paul was present and available to answer any questions.

Councilmember Hark expressed concerns over parking. He stated it meets minimum requirements but it's tight. Mr. Bhakta stated he is working with a business for the overflow parking. Councilmember Hark stated there are 77 rooms and 88 parking spaces.

**Motion by Piekarski Krech second Mueller to approve items A. through D.**

**Ayes: 5**

**Nays: 0            Motion carried.**

**C. INVER GROVE STORAGE; Consider the following for property located at 9735 South Robert Trail:**

- a) A Resolution 16-148 relating to a Preliminary and Final Plat for a one lot subdivision.**
- b) A Resolution 16-149 relating to a Conditional Use Permit Amendment to construct a three-story storage building.**
- c) A Resolution 16-150 relating to a Variance to exceed the maximum size allowance for a wall sign in the I-1 zoning district.**

Mr. Link outlined the item to the Council. He illustrated the area on the map. He stated the item has three requests which requires a 4/5 vote. This is a climate controlled building to the northwest. He stated the use is consistent with the comprehensive plan and meets all the site plans. The access doesn't change and will be at the same location. The applicant has been working with the City Engineering Department to finalize stormwater and grading plans and drainage. He stated there will be a stormwater facilities

maintenance agreement and improvement agreement shall be executed between the applicant and the city that will come forward to the council shortly. The one issue is the wall sign. The applicant is asking for a wall sign of 240 square feet, the ordinance maximum is 100 square feet. Mr. Link stated it's a 3-story building and will only be less than 10 percent of the wall, he stated its reasonable based on the size of the building. He noted the total square footage is less than 400 square feet and the ordinance would allow 900 square feet. He opined that the setback is far from the highway and the signage size is necessary to see the business from the highway.

The Planning staff recommended approval of the request. The Planning Commission recommended approval of the preliminary and final plat and conditional use permit amendment as submitted. The planning commission recommended approval of the sign variance with the conditions listed (6-3).

Quinn Hudson, Principal Architect, CNH Architect was present to answer any questions.

Councilmember Hark asked about impervious surface and what was there presently. Mr. Hudson said it's a hard pavement. Mayor Tourville asked what the sign would say. Mr. Hudson stated the sign would say climate control storage and he discussed the importance of being able to see the sign. They discussed the building and where the area of the sign will be placed.

Councilmember Piekarski Krech asked if there were objections to the property improvement from the neighbors. Mr. Link stated there were no comments received from the notices sent to neighbors within the 350 feet radius.

**Motion by Bartholomew second Hark to approve all three items A. through C.**

**Ayes: 5**

**Nays: 0            Motion carried.**

**II. ADMINISTRATION**

**D. CITY OF INVER GROVE HEIGHTS; Consider First Reading of Ordinance Amendment 8-6-2 Relating to Rubbish (Trash) Haulers Licenses**

Ms. Calvert, City Government Intern outlined the item. June 6, 2016 Work Session was discussed in regards to the number of trash haulers. Staff met with trash haulers, discussions occurred on the number of trucks and expressed other concerns limiting days or number of licenses. On August 8 2016, more discussion was heard from the Council. Trash haulers will again meet with staff on August 31, 2016. She stated that the Administration staff is still looking over classifications and standards. Councilmember Hark asked when the next meeting is. Ms. Calvert stated August 31<sup>st</sup>. Councilmember Mueller asked if staff is trying to determine routes. Ms. Calvert stated no. Councilmember Mueller asked about transferring the license. Ms. Calvert stated that it's transferable as long as the number stays within 17.

The third reading will go in front of the Council before the discussions with the trash haulers are done. City Attorney, Mr. Kuntz stated he doesn't see further changes other than the ordinance being restricted to 17. He stated a second ordinance can be drafted as discussions continue. The moratorium lifts off on September 12<sup>th</sup>.

Councilmember Piekarski Krech stated there are specifications regarding just doing residential and some only having rollovers. Councilmember Piekarski Krech wants to delineate between what haulers are doing

now. Ms. Calvert stated that during discussions they will figure out the specifications. Councilmember Piekarski Krech stated they wanted to keep the numbers as is and asked for delineation. She stated she doesn't want the restrictions to limit the types.

City Administrator Lynch stated the new standards wouldn't be enacted until after January 1<sup>st</sup>. Staff will continue to work with the trash haulers to come up with different classifications. He stated the haulers are in agreement to identify those that do residential, commercial, or both. That would mean a different license fee and classification which would be in the new ordinance language.

Councilmember Piekarski Krech stated that if there are haulers that are going to only do roll over licenses than that will limiting customers.

Jim Berquist, 8579 Bower Court, Ken Berquist & Son Disposal. Mr. Berquist stated there is 42 businesses in St. Paul. We need to meet with haulers first and we need accurate numbers before we limit it to 17. Mr. Berquist stated he wants his license to be transferable. He asked not to put the cart in front of the horse.

Mr. Kuntz City Attorney stated that the current system is flexible and attributes a lot to why there are 17 haulers. He inputted we need input from the haulers.

Councilmember Piekarski Krech stated she wanted haulers to have time to talk to staff first before this item came back to the council. Ms. Calvert explained that the moratorium lapses after the next meeting with the haulers to staff could return to the council with the 2<sup>nd</sup> reading of the ordinance amendment.

Councilmember Piekarski Krech stated consensus is more important. Ms. Calvert stated that is staff's goal. Councilmember Piekarski Krech stated that it doesn't matter regarding the consensus.

Mayor Tourville stated that continued communication with the haulers is important.

**Motion by Piekarski Krech second Bartholomew to the first reading of ordinance 8-6-2.**

**Ayes: 5**

**Nays: 0            Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of Ordinance 1320 Amendment 5-6-1 Relating to Use of Bows and Arrows**

Ms. Calvert outlined the item. No changes were made to the ordinance from the second reading.

Brian LeMay, 4841 Boyd Ave. He stated he's a member of Bow Hunter Resources for 15 years and stated the proficiency is great but would like to see an additional bow hunting ED type class requirement. He opined that anyone can pass a proficiency test but youth hunters need additional safety classes.

Gary VandeLinde, 7103 River Road, was supportive of the proficiency test. The cost is \$35.00 for a test. He stated there is no substitute for safety.

The council discussed proficiency testing at different levels and age limits.

The council agreed to keep the proficiency testing in the ordinance.

**Motion by Hark second Piekarski Krech to approve the third reading of the Bow and Arrow ordinance 5-6-1.**

**Ayes: 5**

**Nays: 0          Motion carried.**

### **III. PUBLIC WORKS**

#### **F. Consider Resolution Receiving Proposals and Accepting Proposal from Wenck Associates for Updating the City's Water Resources Management Plan**

Mr. Thureen outlined the item. He discussed that three proposals were received. The standard, Atlas 14 Volume 8, has been updated on the size of the storm water bonds increased. There are seven areas that should be updated for the new standards. He stated this is subsequent to the Comprehensive Plan. Any new standards would be an identified item now for the plan update. The proposals were received, Mr. Thureen stated that staff recommends using Wenck Associates and the amount of \$46,042.

Councilmember Hark stated that the increase could be more between the high end and the low end. In all likely hood this will cost more. Mr. Thureen stated the old models haven't been found to study so assumptions were made. The firms reduced the estimates from modeling but we acknowledge modeling changes. Assumptions were made based on lack of information and the expectation is they will probably find something. We acknowledge the modeling maybe changed. You're assuming an area of the watershed then the elevation changes then the details increase. The flood elevation may be detailed and could increase cost by \$10-15,000. Mr. Thureen stated he could easily see the changes being \$10,000-\$15,000. Originally, we thought \$100,000, because of the lack of previous information.

Councilmember Hark stated he appreciates the communication that the amount will likely change. Councilmember Mueller asked if this will be in a book and will builders be grandfathered into the plan.

Mr. Thureen stated there are three requirements; one is with the Met Council with the Comp Plan that references the water management plan. The other one is Egan and Lower Mississippi approve the update. And the final one is the rules of 48.10. He stated there are performance standards. In our last update, that covered currently that the standards reflect this. The additional modeling will be from 1960's with the rainfall event with new development just before our stormwater that is the standard that everyone needs to meet.

Councilmember Bartholomew asked what is a legitimate cost and how do you determine if it's a legitimate response. Mr. Thureen stated going through the process they will know whether more details will be needed. In some watersheds, they may run down into certain areas where measurements aren't received. Councilmember Bartholomew stated staff will determine whether that is going to increase because of fluctuation. Mr. Thureen stated with the fluctuations of the amount they have certain models. He stated that the Council will be aware of any issues found in study.

**G. Additional Request for Change in Work Hours by EJM Pipe Services, Inc. on City Project No. 2015-13 and 2015-16**

City Engineer, Mr. Kaldunski outlined the item. The City contracted with EJM Pipe Services to install truck utility sewer and water. The project had rainfall and the large rocks were found. The bid accounted for this. The contractor asked that the Council put in Segment F to G through September 2<sup>nd</sup>. They are asking for the time line of 5:00am through 10:00pm at Blackstone Ridge. They are slightly over half way through the project. The water is creating issues. They are asking for extended hours.

The contractor is asking for the same at segment C to D at GlenLin. The timelines is through the month of September 2016. A notice was sent out to the public. One email was sent today. One resident spoke to the neighbors and were supportive of the request. Councilmember Piekarski Krech asked if complaints were received. Mr. Kaldunski stated no complaints were received. He stated this extension of time is critical to get the sewer lines.

Councilmember Piekarski Krech stated if complaints are received the time extension will be removed. Mr. Kaldunski stated that request is a recommendation.

**Motion by Piekarski Krech second Mueller approval of the work hour extension.****Ayes: 5****Nays: 0          Motion carried.****8. MAYOR & COUNCIL COMMENTS**

Mr. Thureen stated that an email was sent out regarding the FCC request that staff needs a Yes or NO answer from the council. The council stated no one has FCC ownership of licenses and to continue forward.

**9. EXECUTIVE SESSION:**

Mr. Kuntz stated the Council will go into an executive session to consider an employee matter subject to 13D.05 subd. 2(b). Mr. Kuntz stated that a public body shall close a meeting subject to its authority. This law allows you to go into a closed session. This allegation was made against Police Chief Larry Stanger. The persons present will be the Mayor, City Council, City Administrator and Human Resources Manager Janet Shefchik.

Mr. Kuntz stated that the Council will not take a vote on the manner. The council will return from the session to adjourn the meeting.

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION  
TUESDAY, SEPTEMBER 6, 2016, 6:00 PM – 8150 BARBARA AVENUE**

**A. CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in work session on Tuesday, September 6, 2016, in the Inver Grove Heights City Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. Present were: Mayor Tourville, Councilmembers Bartholomew, Hark, Mueller and Piekarski Krech. Staff; City Administrator Joe Lynch, Community Development Director Tom Link, Finance Director Kristi Smith, Public Works Director Scott Thureen, Tom Kaldunski, City Engineer and City Attorney Tim Kuntz. The Pledge of Allegiance was recited.

**1. 494 NOISE BARRIERS MNDOT**

T. Kaldunski, City Engineer, introduced the proposed MnDot project for rehabilitation and sound barrier project on 494. The Project Manager is Mahammad Dehdashti and Natalie Ries the Design Engineer.

M. Dehdashti gave a brief description of the project and handed out a drawing. The project is mainly for auxiliary lanes along Concord and 7<sup>th</sup> Avenue. There would be other repairs such as retaining walls and new proposed noise walls built.

N. Ries discussed the noise barrier process and showed a video produced by MnDOT. It showed how the process works to get approval for proposed noise walls from property owners/residents and MnDOT's study to look for noise decibels reductions, feasibility, reasonableness and cost of new noise barriers. Affected properties abutting a proposed noise barrier are mailed ballots and can vote for or against the proposed barrier. A home abutting the proposed noise barrier could potentially get six points. Four points from the property owner and two points from the property occupant. If the property does not abut the property, the property could get three points two from the property owner and one from the occupant. If an apartment building or condominium abuts the proposed noise barrier they could potentially could get 2 votes. The majority of the votes counted would decide if the noise barrier would get built.

Three noise walls are proposed and will move forward with the voting process described in the video – 1) south side of 494 affecting the Kaposia apartment building and the manufactured home community, 2) north side of 494 affecting homes and 3) replacing the existing wall in South Saint Paul. The next steps are mailing the ballots in September and holding public meetings early in October. The results will be published throughout the process.

The process was discussed and questions asked regarding the process of proposed noise barriers.

**2. SOUTHERN ROAD ALIGNMENTS**

S. Thureen, Public Works Director, introduced Kristi Sebastian, Dakota County Project Manager. K. Sebastian went over the proposed concepts and scenarios of a southern road alignment in Inver Grove Heights. The purpose of the study was to look forward 20 or 30 years and plan ahead. The County's 2030 Transportation Plan identifies the need to study a potential north-south arterial connections of County Highway 32 (Cliff Road) alignment to State Highway 52.

An assessment was conducted at the County Highway 32 (Cliff Road)/County Road 73 (Akron Avenue), County Highway 32 (Cliff Road)/County Highway 71 (Rich Valley Boulevard), and

County Highway 71 (Rich Valley Boulevard)/117th Street intersections to determine future traffic needs.

There were originally six scenarios studied. Four Scenarios were looked at closer and revised because of costs, public input and land impacts.

Brian Sorenson, Dakota County went over the recommendations and next steps.

1. Complete a 30% design for improving existing County Road 73 (Akron Avenue) to a two lane paved roadway from Bonaire Path to Cliff Road. A 30% design would provide a footprint of the road showing elevation of the road, width of pavement including turn lanes, impacts of land, slopes and ditches. Akron would be built as a collector street. It would take into consideration the jet fuel line in the easements.

2. Plan for the long-term improvement of County Road 73 as presented in Scenario D Refined (not along existing Akron Avenue) if and when four-lane improvements are needed. This includes:

- a. A general alignment for County Road 73. The exact alignment will be determined when the improvement is needed.
- b. A four-lane design from County Highway 42 to the future alignment of County Highway 32, and a two-lane design north of County Highway 32.
- c. A right-of-way corridor of 150 feet south of Bonaire Path where urban development is planned, and a corridor of 180 feet through the refinery buffer land. 180 feet will allow for ditch drainage and storm water runoff.
- d. Dakota County turning back existing Akron Avenue to the cities of Rosemount and Inver Grove Heights from its intersection with a realigned County Road 73 to County Highway 32. The City of Inver Grove Heights can decide at that time whether to sever its connection with County Highway 32 to eliminate cut-through traffic.

3. Plan for the long-term improvement of County Highway 32 as presented in Scenario D Refined. This includes:

- a. A general alignment for County Highway 32. The exact alignment will be determined when the improvement is needed.
- b. A right-of-way corridor of 150 - 180 feet through the refinery buffer land. 180 feet will allow for ditch drainage and storm water runoff. It reduces future construction costs by reducing curb and gutter, storm sewer piping, and ponding.
- c. A four-lane design from Trunk Highway 3 to Trunk Highway 52, including improvements to existing 117th Street to add lanes and manage access.

4. Assess the long-term alignment for County Highway 71 at the time County Road 73 is realigned, as presented in Scenario D-Refined.

The approach is that Scenario D would be implemented in the long term after Bituminous Roadways has mined the aggregate from the area. They currently have a mining permit for 25 plus years.

The recommendation is to complete a 30% design for improving existing County Road 73 (Akron Avenue) to a two lane paved road from Bonaire Path to Cliff Road. The exact alignment will be determined when the improvement is needed. A four lane design from County Highway 42 to the future alignment of County Highway 32 and a two lane design of County Highway 32 based on traffic demand.

S. Thureen, Public Works Director, explained that the big change from previous recommendations incorporated the comments received from affected property owners and how it affects their property in the new scenarios. With a full adoption there would be jurisdiction transfers when a realigned Akron Avenue would occur. The county would turn Akron back over to the city. There would be flexibility on how the street would be rebuilt. 117th would be transferred over the county. We deal with changes as they come up in the future and have a plan for the future. Getting a design study done would give us a better picture to answer questions still out there. Costs would be shared with the county and city. With no adoption Akron Avenue would remain a county road with the county making improvements and paying for the costs. The city would then design, pay for the costs, and improve 117<sup>th</sup> on its own. A partial adoption could be approving any of the recommendations as presented. Federal Funds were applied for to reconstruct 117<sup>th</sup> Street and ranking of the project will come in the fall and we will know if funds and how much will be awarded in the middle of January 2017. The highest amount awarded would be 80% of construction costs. Staff recommends to adopt the recommendations as presented.

Councilmember Piekarski Krech stated the scenarios don't make sense. But some streets do need to be fixed.

Nicole Dickey, 11770 Akron Avenue, stated she has been to a number of meetings and wants to know the benefits to homeowners. There are a lot negative impacts to homeowners with a lot of money being spent. Residents moved into the area because it is rural.

Paul Nelson asked what is the purpose of connecting traffic from south to north. An Akron connector will not work because of the Dakota Aggregate 60-year lease. A Biscayne realignment would be a good solution and could be developed sooner. Akron is a safe road now. He believes the traffic studies done by the county have too high an estimate of traffic numbers. Bituminous Roadways mining operation will last up to 40 years. He opined that Koch Pipeline is a major safety issue.

Anna Breana, 11045 Akron Avenue, stated the county's plan as is – D Redefined Akron Avenue gets cut off north and south to help residents with cut throughs not being a problem. Akron also needs to be cut off at Cliff Road to make it safe. Why should residents pay for a road that will ultimately be cut off? Could 71 serve the purpose? The answer she heard was it is too far to the east and the west for traffic needs to be served.

Jim Bolt, Anawanda Path, stated here are many private driveways and intersecting city streets off of 71 the road is very narrow and would have problems with safety that would affect homes. It is not a north and south option to use.

Dave Gaydos, 11660 Albavar Path, aksed why is Akron a necessary improvement? 10,000 cars will not go on a gravel road. To say traffic is going to increase is inaccurate. There is too loose a plan to work with. There is no guarantee the county will have the money for the improvements. What is the kick point for a two lane road to a four lane road?

Cory Hohneke, 11530 Akron Avenue, stated talk about taking my house is very nerve wracking and upsetting.

Peggy Pasillas, 9928 Rich Valley Boulevard, stated the reason she has a problem with three is the topography. There will be problems maintaining Rich Valley Boulevard. She loves the rural

feeling of the area, it needs to be protected and it won't support 10,000 cars. Property values need to be protected. A lot of the cars speed there now. Why not move the traffic to 52 which is ½ a mile away from Rich Valley Boulevard?

Nancy Loew, 11290 Alameda Avenue, disagrees with the safety data presented. What was it compared to – other gravel roads and similar topography?

Martin Rich Valley Boulevard north of Cliff, stated for a road that goes north and south what is the benefit? It is setting up a thoroughfare through our city without any benefit to the city. An east and west route makes sense. There is Highway 52 and 3 going north and south through the city.

Dave Amend, intersection of Rich Valley Boulevard and Highway 3, stated he has lived there several years with his family. Connecting Alverno into Eagan is inviting additional traffic into the city.

Lawrence Koury, 11804 Akron Avenue, stated when too many options are presented they are for appeasement – they have already decided what they want.

Michael Heidenreich, 11632 Akron Avenue, stated the information is skewed and not all facts were presented. It does not show the overall picture.

Mayor Toureville commented staff and the county needs to look at the questions that were asked tonight. This process could still take a couple of months. There are differences between city streets and county roads including the footprints for the rights-of-ways. The information needs to be brought back to the city council.

Councilmember Mueller would like a date set to vote on the matter.

County and staff will look at the comments that were presented tonight. The county will post the alignment study on their website.

### **3. 2040 COMPREHENSIVE PLAN UPDATE RFP DISCUSSION**

A. Hunting, City Planner reported that there were two RFP proposals received for the 2040 Comprehensive Plan update. Economic Development Strategy is a requirement of the update. They were from WSB and HKGi. WSB said they would start from scratch and propose their own comprehensive plan. They are familiar with the city and the Met Council. The cost is \$210,000 up to \$227,000. They have a minimum of 25 meetings in the schedule

HKGi did the last two updates and are familiar with the current plan. They have extensive knowledge and are comfortable with staff. They have done a number of updates. Their cost is \$107,000 to \$114,000. They have a minimum of 20 meetings in the schedule.

Staff is looking for further direction. There was discussion about the meetings, costs and qualifications of the proposals.

It was decided to invite the companies before council on Monday, September 26<sup>th</sup> at 4:00 pm to do a short presentation and have a question and answer session. To include in the presentation would be hours, element, number of meetings, economic development and

affordable housing. It was decided to invite members of the other commissions to be invited to attend the presentations.

Annette Maggi, Planning Commission Chair, said the Planning Commission would be happy to have the opportunity to attend the presentation.

Joan Robertson, Planning Commissioner would like to get a sense or idea on how to approach addressing issues. She asked how do they begin their work? What is the underling approach to begin such work?

**4. ADJOURN** Motion by Mueller and seconded by Piekarski Krech to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 9:00 pm.

DRAFT

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: September 26, 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 September 8, 2016 to September 21, 2016.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending September 21, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$696,452.40
Debt Service & Capital Projects	3,152,603.93
Enterprise & Internal Service	267,011.29
Escrows	30,207.15
	<hr/>
Grand Total for All Funds	<u><u>\$4,146,274.77</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 September 8, 2016 to September 21, 2016 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING September 21, 2016**

**WHEREAS**, a list of disbursements for the period ending September 21, 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	\$696,452.40
Debt Service & Capital Projects	3,152,603.93
Enterprise & Internal Service	267,011.29
Escrows	30,207.15
Grand Total for All Funds	<u><u>\$4,146,274.77</u></u>

Adopted by the City Council of Inver Grove Heights this 26th day of September, 2016.

Ayes:

Nays:

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

ATTEST:

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



# Expense Approval Report

By Fund

Payment Dates 09/08/2016 - 09/21/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0055731	09/02/2016	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0055732	09/02/2016	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0055733	09/02/2016	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	70.32
AFSCME COUNCIL 5	INV0056237	09/16/2016	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	31.70
AFSCME COUNCIL 5	INV0056238	09/16/2016	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	843.84
AFSCME COUNCIL 5	INV0056239	09/16/2016	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	70.32
AMERICAN FLAGPOLE & FLAG CO	128755	09/21/2016	9/6/16	101.44.6000.451.60065	1,838.00
BARNA, GUZY, & STEFFEN LTD	162693	09/21/2016	8/31/16	101.41.1100.413.30430	429.00
BARNA, GUZY, & STEFFEN LTD	162694	09/21/2016	8/31/16	101.41.1100.413.30430	32.40
BAUER, NANCY	16-05	09/21/2016	9/6/16	101.41.1100.413.30700	212.50
BW FRAMING	3/11/15	03/16/2016	3/11/15	101.42.4000.421.60065	155.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0056240	09/16/2016	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	440.76
CITY OF SAINT PAUL	IN00015378	09/21/2016	76	101.43.5200.443.60016	2,327.79
CULLIGAN	8/31/16 157-98459100-6	09/14/2016	157-98459100-6	101.42.4200.423.60065	123.30
CULLIGAN	8/31/16 157-98459118-8	09/14/2016	157-98459118-8	101.42.4200.423.60065	59.10
CUMMINS NPOWER LLC	100-21904	09/14/2016	220960	101.42.4200.423.30700	344.34
CUMMINS NPOWER LLC	100-21905	09/14/2016	220960	101.42.4200.423.30700	490.42
DAJ ENTERPRISES LLC	2041	09/14/2016	8/11/16	101.44.6000.451.60030	10,517.51
DAJ ENTERPRISES LLC	5140	09/14/2016	8/17/16	101.44.6000.451.60030	525.00
DAKOTA COMMUNICATIONS CENTER	IG2016-10	09/14/2016	OCTOBER 2016	101.42.4000.421.70502	44,178.40
DAKOTA COMMUNICATIONS CENTER	IG2016-10	09/14/2016	OCTOBER 2016	101.42.4200.423.70502	5,961.60
DAKOTA CTY FINANCIAL SVCS	00021726	09/14/2016	P0001753	101.43.5400.445.40020	557.07
DAKOTA ELECTRIC ASSN	246837-9 9/16	09/14/2016	Electric	101.44.6000.451.40020	3,257.13
DAKOTA ELECTRIC ASSN	250165-8 9/16	09/14/2016	Electric	101.44.6000.451.40020	877.65
DAKOTA ELECTRIC ASSN	393563-2 9/16	09/14/2016	Electric	101.44.6000.451.40020	768.93
DAKOTA ELECTRIC ASSN	426713-4 9/16	09/14/2016	Electric	101.43.5400.445.40020	52.55
DAKOTA ELECTRIC ASSN	443054-2 9/16	09/14/2016	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 9/16	09/14/2016	Electric	101.43.5400.445.40020	1,198.24
DLT SOLUTIONS INC	4528863A	09/14/2016	9/6/16	101.43.5100.442.40044	5,688.48
EFTPS	INV0055755	09/02/2016	FEDERAL WITHHOLDING	101.203.2030200	49,633.90
EFTPS	INV0055757	09/02/2016	MEDICARE WITHHOLDING	101.203.2030500	13,025.92
EFTPS	INV0055758	09/02/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	38,423.78
EFTPS	INV0056258	09/16/2016	FEDERAL WITHHOLDING	101.203.2030200	47,327.91
EFTPS	INV0056260	09/16/2016	MEDICARE WITHHOLDING	101.203.2030500	12,822.72
EFTPS	INV0056261	09/16/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	38,928.68
ELDRIDGE TRADING INC.	00009442	09/21/2016	9/13/16	101.43.5200.443.60045	81.50
EMERGENCY RESPONSE SOLUTIONS	7106	09/14/2016	9/8/16	101.42.4200.423.60045	72.50
ENNIS TRAFFIC SAFETY SOLUTIONS	313623	09/21/2016	21032	101.43.5200.443.60016	800.00
EXPERT TREE AND SERVICE AND SCIENCE	7314	09/21/2016	8/30/16	101.43.5200.443.40046	2,000.00
EYEMED	3337689	09/14/2016	SEPTEMBER 2016	101.203.2032700	242.42
FIREHOUSE MAGAZINE	8741994	09/21/2016	8/10/16	101.42.4200.423.50070	29.95
FIRST IMPRESSION GROUP, THE	69500	09/14/2016	3022	101.44.6000.451.50030	287.34
FURLONG FARMS	8/25/16	09/14/2016	8/25/16	101.44.6000.451.40050	400.00
FURLONG FARMS	8/25/16	09/14/2016	8/25/16	101.44.6000.451.60016	600.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0055737	09/02/2016	HSA ELECTION-FAMILY	101.203.2032500	2,654.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0055738	09/02/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0056243	09/16/2016	HSA ELECTION-FAMILY	101.203.2032500	2,904.74
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0056244	09/16/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.41.1100.413.30550	31.76
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.41.2000.415.30550	72.15
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.42.4000.421.30550	254.20
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.43.5000.441.30550	15.00
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.43.5100.442.30550	44.50
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.44.6000.451.30550	41.03
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.45.3000.419.30550	18.92
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.45.3200.419.30550	16.15
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	101.45.3300.419.30550	29.50
GENESIS EMPLOYEE BENEFITS, INC	IN861405	09/21/2016	7/1/16-7/31/16	101.42.4000.421.30550	40.00
GERTENS	409196/1	09/14/2016	103566	101.44.6000.451.60016	119.85
GERTENS	409538/1	09/21/2016	103566	101.44.6000.451.60016	233.36
GERTENS	409789/1	09/21/2016	103566	101.44.6000.451.60016	905.50
GERTENS	409585/1	09/21/2016	103566	101.44.6000.451.60016	(10.00)
GOLD MEDAL PRODUCTS	5733	09/14/2016	5507781500	101.42.4200.423.60065	62.00
HEALTHFAST MEDICAL TRANSPORTATION	16-34099	09/07/2016	8/19/16	101.42.4000.421.30700	85.00
HEALTHFAST MEDICAL TRANSPORTATION	16-34200	09/07/2016	8/20/16	101.42.4000.421.30700	85.00
HOISINGTON KOEGLER GROUP INC.	012-031- 1	09/14/2016	4/1/16-4/30/16	101.45.3200.419.30600	1,247.14
ICMA RETIREMENT TRUST - 457	INV0055739	09/02/2016	ICMA-AGE <49 %	101.203.2031400	4,801.26
ICMA RETIREMENT TRUST - 457	INV0055740	09/02/2016	ICMA-AGE <49	101.203.2031400	4,177.30

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0055741	09/02/2016	ICMA-AGE 50+ %	101.203.2031400	1,463.76
ICMA RETIREMENT TRUST - 457	INV0055742	09/02/2016	ICMA-AGE 50+	101.203.2031400	4,744.36
ICMA RETIREMENT TRUST - 457	INV0055743	09/02/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0055752	09/02/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,074.24
ICMA RETIREMENT TRUST - 457	INV0055753	09/02/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
ICMA RETIREMENT TRUST - 457	INV0056245	09/16/2016	ICMA-AGE <49 %	101.203.2031400	4,334.24
ICMA RETIREMENT TRUST - 457	INV0056246	09/16/2016	ICMA-AGE <49	101.203.2031400	4,202.30
ICMA RETIREMENT TRUST - 457	INV0056247	09/16/2016	ICMA-AGE 50+ %	101.203.2031400	1,261.31
ICMA RETIREMENT TRUST - 457	INV0056248	09/16/2016	ICMA-AGE 50+	101.203.2031400	5,044.36
ICMA RETIREMENT TRUST - 457	INV0056249	09/16/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0056256	09/16/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,119.24
ICMA RETIREMENT TRUST - 457	INV0056257	09/16/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
INNOVATIVE OFFICE SOLUTIONS	SUM-027393	09/21/2016	S28777	101.41.1200.414.60018	73.44
INNOVATIVE OFFICE SOLUTIONS	SUM-027393	09/21/2016	S28777	101.43.5100.442.60040	44.69
INSIGHT EDGE	1476	09/21/2016	9/19/16	101.41.1100.413.30700	2,137.50
IUOE	INV0055744	09/02/2016	UNION DUES IUOE	101.203.2031000	1,239.92
KENISON, TERRI	AUGUST 2016	09/14/2016	AUGUST 2016	101.42.4200.423.30700	850.00
LEAGUE OF MN CITIES	2016 MEMBERSHIP	09/21/2016	GEORGE TOURVILLE	101.41.1000.413.50070	30.00
LEAGUE OF MN CITIES	238589	09/21/2016	ANNUAL DUES	101.41.1000.413.50070	23,568.00
LELS	INV0055745	09/02/2016	UNION DUES (LELS)	101.203.2031000	1,674.00
LELS SERGEANTS	INV0055754	09/02/2016	UNION DUES (LELS SGT)	101.203.2031000	245.00
LEVANDER, GILLEN & MILLER P.A.	8/31/16 92000E	09/14/2016	92000E	101.42.4000.421.30410	16,064.22
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Community Dev	09/14/2016	Legal	101.45.3000.419.30420	639.18
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Council Meeting	09/14/2016	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Engineering	09/14/2016	Legal	101.43.5100.442.30420	2,343.99
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Inspections	09/14/2016	Legal	101.45.3300.419.30420	69.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Mayor/CC	09/14/2016	Legal	101.41.1000.413.30420	5,833.83
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Parks	09/14/2016	Legal	101.44.6000.451.30420	979.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Planning	09/14/2016	Legal	101.45.3200.419.30420	192.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Police	09/14/2016	Legal	101.42.4000.421.30420	200.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Public Works	09/14/2016	Legal	101.43.5000.441.30420	632.40
LIFE SUPPORT INNOVATION	1285	09/14/2016	8/8/16	101.42.4200.423.60065	156.10
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.41.1100.413.50025	240.70
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.41.1200.414.50025	29.05
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.41.1200.414.50025	114.75
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.41.1200.414.50025	107.10
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.45.3200.419.50025	29.05
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.45.3200.419.50025	33.20
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.45.3200.419.50025	41.50
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	101.45.3200.419.50025	29.05
LOCAL GOVERNMENT INFORMATION SYSTEM	42293	09/21/2016	106325	101.42.4000.421.70501	1,844.00
LOCAL GOVERNMENT INFORMATION SYSTEM	42303	09/14/2016	111541	101.42.4200.423.30700	124.00
LOCAL GOVERNMENT INFORMATION SYSTEM	42313	09/21/2016	106325	101.42.4000.421.70501	64.12
M & J SERVICES, LLC	1503	09/21/2016	9/6/16	101.43.5200.443.40046	1,135.00
M & J SERVICES, LLC	1504	09/21/2016	9/6/16	101.43.5200.443.40046	852.00
MCFOA	2016 MEMBERSHIP	09/21/2016	MICHELLE TESSER	101.41.1100.413.50070	35.00
METROPOLITAN COUNCIL	AUGUST 2016	09/21/2016	AUGUST 2016	101.41.0000.3414000	(173.95)
MILL CITY SIGN LLC	17141	09/14/2016	SIGN RENTAL	101.42.4200.423.30700	260.00
MINNEAPOLIS OXYGEN CO.	171159537	09/14/2016	113504	101.42.4200.423.40042	57.97
MINNEAPOLIS OXYGEN CO.	171159538	09/14/2016	113504	101.42.4200.423.40042	57.97
MINNESOTA DEPARTMENT OF HUMAN SERVI	INV0056241	09/16/2016	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SERVI	INV0056242	09/16/2016	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	106.13
MN DEPT OF LABOR & INDUSTRY	AUGUST 2016	09/13/2016	AUGUST 2016 SURCHARGE	101.207.2070100	2,222.80
MN DEPT OF LABOR & INDUSTRY	AUGUST 2016	09/13/2016	AUGUST 2016 SURCHARGE	101.41.0000.3414000	(44.46)
MN DEPT OF REVENUE	INV0055756	09/02/2016	STATE WITHHOLDING	101.203.2030300	19,787.22
MN DEPT OF REVENUE	INV0056259	09/16/2016	STATE WITHHOLDING	101.203.2030300	19,056.89
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	101.207.2070300	271.13
MN DEPT OF REVENUE	16-Aug CR	09/20/2016	Taxes	101.207.2070300	(1.10)
MN FIRE SERVICE CERT BOARD	4380	09/14/2016	8/30/16	101.42.4200.423.30700	160.00
MN GLOVE & SAFETY, INC.	296571	09/21/2016	CTINVG	101.43.5200.443.60045	139.97
MN LIFE INSURANCE CO	SEPT 2016	09/07/2016	POLICY #0027324	101.203.2030900	3,066.99
MOORE MEDICAL LLC	99199679 I	09/14/2016	21185816	101.42.4200.423.60065	717.32
MTI DISTRIBUTING CO	1083537-00	09/14/2016	91180	101.44.6000.451.40047	56.25
NATURE CALLS, INC.	24811	09/14/2016	JULY 2016	101.44.6000.451.40065	2,288.00
NEWMAN SIGNS INC	TI-0301897	09/21/2016	INV001	101.43.5200.443.60016	138.30
OLSEN CHAIN & CABLE, INC.	587121	09/14/2016	75850	101.44.6000.451.60066	200.92
OXYGEN SERVICE COMPANY, INC	03351038	09/21/2016	04394	101.42.4000.421.60065	27.28
PERA	INV0055746	09/02/2016	PERA COORDINATED PLAN	101.203.2030600	33,618.16
PERA	INV0055747	09/02/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,585.91
PERA	INV0055748	09/02/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0055749	09/02/2016	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0055750	09/02/2016	PERA POLICE & FIRE PLAN	101.203.2030600	14,967.16
PERA	INV0055751	09/02/2016	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	22,450.67
PERA	INV0056250	09/16/2016	PERA COORDINATED PLAN	101.203.2030600	33,171.96
PERA	INV0056251	09/16/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,551.60
PERA	INV0056252	09/16/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0056253	09/16/2016	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	69.23
PERA	INV0056254	09/16/2016	PERA POLICE & FIRE PLAN	101.203.2030600	13,829.58
PERA	INV0056255	09/16/2016	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	20,744.43

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH	9/19/16	09/21/2016	FALL CLEAN-UP DAY	101.100.1010400	300.00
PETTY CASH-WF PURCHASE CARD FEES	JANET SHEFCHIK WF OOP	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.70600	62.92
PETTY CASH-WF PURCHASE CARD FEES	JANET SHEFCHIK WF OOP	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.70600	43.54
PETTY CASH-WF PURCHASE CARD FEES	JANET SHEFCHIK WF OOP	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.70600	51.24
PETTY CASH-WF PURCHASE CARD FEES	JEREMY BERGMAN WF OO	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.42.4000.421.60045	542.00
PETTY CASH-WF PURCHASE CARD FEES	KIM FOX WF OOP 8/16	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.1000.413.50075	107.88
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 8/16	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50080	99.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT THUREEN WF OOP	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.43.5000.441.50080	10.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT THUREEN WF OOP	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.43.5000.441.50080	13.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT THUREEN WF OOP	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.43.5000.441.50080	13.00
PETTY CASH-WF PURCHASE CARD FEES	SCOTT THUREEN WF OOP	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.43.5000.441.50080	13.00
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF OC	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50065	20.63
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OO	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50020	40.00
PETTY CASH-WF PURCHASE CARD FEES	SHELLEY CALVERT WF OO	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.1100.413.50065	9.18
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPFER WF	09/21/2016	Wells Fargo Out of Pocket Reimburse	101.41.2000.415.50065	33.70
PETTY CASH-WF PURCHASE CARD FEES	9/12/16	09/12/2016	CLIENT ANALYSIS	101.41.2000.415.70440	186.13
PINE BEND PAVING, INC.	4987	09/21/2016	9/3/16	101.44.6000.451.40046	7,100.00
PLUNKETT'S PEST CONTROL	5514351	09/14/2016	5514351	101.42.4200.423.30700	277.44
SENSIBLE LAND USE COALITION	9/14/16	09/14/2016	REGISTRATION - A. HUNTING	101.42.4200.423.50080	40.00
SPRINT	842483314-178	09/21/2016	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-178	09/21/2016	Telephone	101.41.1100.413.50020	69.98
SPRINT	842483314-178	09/21/2016	Telephone	101.41.2000.415.50020	34.99
SPRINT	842483314-178	09/21/2016	Telephone	101.42.4000.421.50020	34.99
SPRINT	842483314-178	09/21/2016	Telephone	101.42.4200.423.50020	34.99
SPRINT	842483314-178	09/21/2016	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-178	09/21/2016	Telephone	101.44.6000.451.50020	34.99
SPRINT	842483314-178	09/21/2016	Telephone	101.45.3000.419.50020	34.99
STREICHER'S	11227114	09/21/2016	285	101.42.4000.421.60045	1,380.00
TOTAL CONSTRUCTION & EQUIP.	68570	09/14/2016	CIT001	101.42.4200.423.40040	1,124.91
TOTAL CONSTRUCTION & EQUIP.	68571	09/21/2016	CIT001	101.44.6000.451.40040	225.70
TOTAL CONSTRUCTION & EQUIP.	68572	09/21/2016	CIT001	101.44.6000.451.40047	1,049.31
TRANS UNION LLC	08653334	09/14/2016	0924V0009007	101.41.1100.413.30500	5.30
TREE TRUST	16520	09/21/2016	CIIGH	101.44.6000.451.60016	2,264.55
TREE TRUST	16520	09/21/2016	CIIGH	101.44.6000.451.70501	2,500.00
TRI-COUNTY LAW ENFORCEMENT ASSC	9/1/16	09/14/2016	9/1/16	101.42.4000.421.50070	75.00
TWIN CITIES OCCUPATIONAL HEALTH PC	T134812387	09/21/2016	9/9/16	101.41.1100.413.30500	60.00
UNIFIRST CORPORATION	090 0310113	09/21/2016	1051948	101.43.5200.443.60045	33.42
UNIFIRST CORPORATION	090 0310113	09/21/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0311123	09/21/2016	1051948	101.43.5200.443.60045	33.42
UNIFIRST CORPORATION	090 0311123	09/21/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0315277 B	09/14/2016	1051948	101.44.6000.451.60045	29.52
UNIFIRST CORPORATION	090 0320504	09/21/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0320504	09/21/2016	1051948	101.44.6000.451.60045	32.40
UNIFIRST CORPORATION	090 0321579	09/21/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0321579	09/21/2016	1051948	101.44.6000.451.60045	32.40
UNIFIRST CORPORATION	090 0322660	09/21/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0322660	09/21/2016	1051948	101.44.6000.451.60045	32.40
VALLEY IMAGES PHOTOGRAPHY	9478	09/21/2016	9/15/16	101.42.4000.421.30700	550.00
VERIFIED CREDENTIALS, INC.	256104	09/14/2016	8/31/16	101.41.1100.413.30500	882.50
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.42.4000.421.50020	1,153.89
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.42.4200.423.50020	690.71
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.43.5000.441.50020	52.74
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.43.5100.442.50020	343.47
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.43.5200.443.50020	368.31
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.44.6000.451.50020	396.87
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.45.3000.419.50020	51.41
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	101.45.3300.419.50020	349.67
WELLS FARGO CREDIT CARD ACH	Battery Junction WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	45.99
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.41.1200.414.60010	10.71
WELLS FARGO CREDIT CARD ACH	Oreilly Auto 00017673 WF 8/	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	53.14
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 8	09/21/2016	Wells Fargo Purchase Cards	101.45.3300.419.50030	18.81
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 8	09/21/2016	Wells Fargo Purchase Cards	101.45.3300.419.50030	73.92
WELLS FARGO CREDIT CARD ACH	Old Chicago Apple Vall WF 8	09/21/2016	Wells Fargo Purchase Cards	101.45.3300.419.50080	42.43
WELLS FARGO CREDIT CARD ACH	Pioneer Revere 8008771 WF	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	2,396.25
WELLS FARGO CREDIT CARD ACH	Cabela'S Retail 054 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60066	1,222.00
WELLS FARGO CREDIT CARD ACH	Cabela'S Retail 054 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60066	(1,308.75)
WELLS FARGO CREDIT CARD ACH	Dash Medical Gloves WF 8/1	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	426.30
WELLS FARGO CREDIT CARD ACH	Batteries Plus #30 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.40042	71.90
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60011	50.08
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60066	34.23
WELLS FARGO CREDIT CARD ACH	Rvt Stillwater Parking WF 8/1	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.50065	5.00
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60065	83.76
WELLS FARGO CREDIT CARD ACH	Minn Fire Svc Cert Boa WF 8	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.50070	400.00
WELLS FARGO CREDIT CARD ACH	Bb Mncit Offcr Assoc. WF 8/	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50080	3,125.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 8	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50030	59.90
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 8	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60065	30.00
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 8	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60065	9.55
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Prmts WF 8	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50020	194.35

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Prmts WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50020	149.85
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Prmts WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50020	259.87
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Prmts WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.60016	59.99
WELLS FARGO CREDIT CARD ACH	Central Irrigation Sup WF 8/11/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	48.00
WELLS FARGO CREDIT CARD ACH	Geographic Technologie WF 09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.30700	3,000.00
WELLS FARGO CREDIT CARD ACH	Kat-Keys Lock & Sa WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60065	113.00
WELLS FARGO CREDIT CARD ACH	Sq Expert Tree Servic WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.30700	4,096.00
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50030	154.32
WELLS FARGO CREDIT CARD ACH	Towelsupercenter WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	149.67
WELLS FARGO CREDIT CARD ACH	Eco Lawn & Garden WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60030	2,373.00
WELLS FARGO CREDIT CARD ACH	Corner Stone WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50080	895.00
WELLS FARGO CREDIT CARD ACH	Safariland WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50080	895.00
WELLS FARGO CREDIT CARD ACH	Safariland WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50080	895.00
WELLS FARGO CREDIT CARD ACH	Safariland WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.50080	895.00
WELLS FARGO CREDIT CARD ACH	Vistapr Website Pkg WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.45.3300.419.60040	1,092.71
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	(0.85)
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	102.03
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	19.50
WELLS FARGO CREDIT CARD ACH	Spee-Dee Delivery WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.50035	66.54
WELLS FARGO CREDIT CARD ACH	Allstate Sales And Lea WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60011	49.88
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.60065	37.99
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.50075	74.93
WELLS FARGO CREDIT CARD ACH	Heartland Services WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4000.421.60040	336.54
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.40040	16.41
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	77.88
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	12.83
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.43.5200.443.60016	20.46
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	25.66
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.40047	2.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60012	17.95
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	36.40
WELLS FARGO CREDIT CARD ACH	Hon Analytics Inc. WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.40042	650.00
WELLS FARGO CREDIT CARD ACH	1010 So 7th Street Par WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.50065	9.00
WELLS FARGO CREDIT CARD ACH	American Public Works WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.43.5200.443.50080	225.00
WELLS FARGO CREDIT CARD ACH	American Public Works WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.43.5200.443.50080	45.00
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.41.1000.413.50020	93.03
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.43.5100.442.50020	32.22
WELLS FARGO CREDIT CARD ACH	Telvent Dtn Llc WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.43.5200.443.30700	840.00
WELLS FARGO CREDIT CARD ACH	Telvent Dtn Llc WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.30700	840.00
WELLS FARGO CREDIT CARD ACH	The Mulch Store WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60016	960.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.42.4200.423.60065	26.78
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	3.49
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	8.35
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.40040	20.94
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.60040	108.97
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 8/10/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	95.70
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 8/10/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 8/10/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 8/10/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 8/10/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.44.6000.451.50020	84.93
WELLS FARGO CREDIT CARD ACH	Plza Mplsparking WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	101.43.5100.442.50080	13.00
ZOLL MEDICAL CORP.	2420560	09/14/2016	170072	101.42.4200.423.50035	30.67
ZOLL MEDICAL CORP.	2420560	09/14/2016	170072	101.42.4200.423.60018	159.00
ZOLL MEDICAL CORP.	2420560	09/14/2016	170072	101.42.4200.423.60065	1,820.00

**Fund: 101 - GENERAL FUND**

**641,090.73**

ECM PUBLISHERS, INC	396746	09/14/2016	444389	201.44.1600.465.50025	995.00
LONE OAK COMPANIES	72798	09/21/2016	9/12/16	201.44.1600.465.50035	334.94
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 8/09/21/2016	09/21/2016	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	7.02
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 8/09/21/2016	09/21/2016	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	10.80
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 8/09/21/2016	09/21/2016	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	9.00
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 8/09/21/2016	09/21/2016	Wells Fargo Out of Pocket Reimburseme	201.44.1600.465.50065	19.98
RIVER HEIGHTS CHAMBER OF COMMERCE	7051	09/14/2016	AUGUST 2016	201.44.1600.465.30700	2,924.71
RIVER HEIGHTS CHAMBER OF COMMERCE	7051	09/14/2016	AUGUST 2016	201.44.1600.465.40065	250.00
TAKE 5 MEDIA GROUP, LLC	35891	09/14/2016	9/1/16	201.44.1600.465.50025	450.00
WELLS FARGO CREDIT CARD ACH	Etix - Minnesota Stat WF 8/10/21/2016	09/21/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	2,000.00
WELLS FARGO CREDIT CARD ACH	Etix - Minnesota Stat WF 8/10/21/2016	09/21/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	280.00
WELLS FARGO CREDIT CARD ACH	Facebk Qrvz19wl32 WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	16.76
WELLS FARGO CREDIT CARD ACH	Google Svcsapps_Visit WF 8/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	201.44.1600.465.50025	10.00
WELLS FARGO CREDIT CARD ACH	D'Amico At Minneso WF 8/16/09/21/2016	09/21/2016	Wells Fargo Purchase Cards	201.44.1600.465.50075	2.69
WELLS FARGO CREDIT CARD ACH	Usps 26880105433489519 W 09/21/2016	09/21/2016	Wells Fargo Purchase Cards	201.44.1600.465.50035	6.45

**Fund: 201 - C.V.B. FUND**

**7,317.35**

FIRST IMPRESSION GROUP, THE	69500	09/14/2016	3022	204.44.6100.452.50030	3,376.24
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	204.44.6100.452.30550	13.98
IGH SENIOR CLUB	9/1/16	09/14/2016	AUGUST 2016	204.227.2271000	282.00
IGH/SSP COMMUNITY EDUCATION	9/1/16	09/14/2016	SENIOR TRIP	204.227.2271000	544.00
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	204.207.2070300	738.30
MN SPORTS FEDERATION	8/25/16	09/21/2016	8/25/16	204.44.6100.452.50070	50.00
MN SPORTS FEDERATION	8/25/16	09/21/2016	8/25/16	204.44.6100.452.60009	149.97

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRIDISTRICT COMMUNITY ED	8/30/16	09/14/2016	PICKLE BALL SUMMER 2016	204.44.6100.452.30700	236.70
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	204.44.6100.452.50020	75.62
WELLS FARGO CREDIT CARD ACH	Mad Science Of Minneso WF	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.30700	295.00
WELLS FARGO CREDIT CARD ACH	Sams Club #4787 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	217.19
WELLS FARGO CREDIT CARD ACH	4 Ace Productions WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.30700	295.00
WELLS FARGO CREDIT CARD ACH	Little Caesars 1645 00 WF 8/	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	135.00
WELLS FARGO CREDIT CARD ACH	Mn United 2 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	600.00
WELLS FARGO CREDIT CARD ACH	Criterion Pictures Usa WF 8/1	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.50070	300.00
WELLS FARGO CREDIT CARD ACH	Criterion Pictures Usa WF 8/1	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.50070	300.00
WELLS FARGO CREDIT CARD ACH	The First Impression G WF 8/	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.50035	1,280.00
WELLS FARGO CREDIT CARD ACH	Usa Pickleball WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60040	644.00
WELLS FARGO CREDIT CARD ACH	Affordable Inflatables WF 8/1	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.40050	171.00
WELLS FARGO CREDIT CARD ACH	Pickleball.Com WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	60.50
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.50080	850.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.50080	99.00
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 8/1	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	37.99
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 8/1	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	1.93
WELLS FARGO CREDIT CARD ACH	Fun Express WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	144.14
WELLS FARGO CREDIT CARD ACH	Fun Express WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	41.81
WELLS FARGO CREDIT CARD ACH	Fun Express WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	27.99
WELLS FARGO CREDIT CARD ACH	Fun Express WF 8/16	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.60009	144.14
WELLS FARGO CREDIT CARD ACH	In Amazing Athletes E WF 8/	09/21/2016	Wells Fargo Purchase Cards	204.44.6100.452.30700	975.00

**Fund: 204 - RECREATION FUND**

**12,086.50**

FIRST IMPRESSION GROUP, THE	69500	09/14/2016	3022	205.44.6200.453.50030	5,387.75
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	205.44.6200.453.30550	26.64
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	205.44.6200.453.30550	11.00
HENRICKSEN PSG	86071544	09/21/2016	86071544/CITYIGH	205.44.6200.453.40040	158.00
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	205.207.2070300	6,144.47
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 8/16	09/21/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	16.20
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 8/16	09/21/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	23.76
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 8/16	09/21/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	23.76
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 8/16	09/21/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	16.20
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 8/16	09/21/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50065	3.24
PETTY CASH-WF PURCHASE CARD FEES	STAN MANKOWSKI WF OOO	09/21/2016	Wells Fargo Out of Pocket Reimburseme	205.44.6200.453.50080	495.00
SAFE-WAY BUS COMPANY	5297	09/14/2016	8/21/16	205.44.6200.453.70610	1,294.82
SAFE-WAY BUS COMPANY	5310	09/14/2016	9/7/16	205.44.6200.453.70610	939.96
TRIDISTRICT COMMUNITY ED	8/25/2016	09/14/2016	WALKING BUTTONS	205.44.6200.453.60065	100.00
VANCO SERVICES LLC	00007717556	09/14/2016	AUGUST 2016	205.44.6200.453.70600	81.45
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	205.44.6200.453.50020	85.97
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	205.44.6200.453.50020	85.97
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	205.44.6200.453.50020	51.41
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	205.44.6200.453.50020	24.21
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	205.44.6200.453.50020	99.83
WELLS FARGO CREDIT CARD ACH	Paypal Miama WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50080	1,050.00
WELLS FARGO CREDIT CARD ACH	Adobe WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	149.90
WELLS FARGO CREDIT CARD ACH	Dollar Tree WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	7.50
WELLS FARGO CREDIT CARD ACH	Cty Of Eagan-Cascade B WF	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50090	539.40
WELLS FARGO CREDIT CARD ACH	Paypal Minnesotadi WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	300.00
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 8	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	112.50
WELLS FARGO CREDIT CARD ACH	Little Caesars 1645 00 WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	130.00
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.72
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	39.57
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	17.84
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	36.87
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	36.00
WELLS FARGO CREDIT CARD ACH	Sams Club #4736 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	131.97
WELLS FARGO CREDIT CARD ACH	Cub Foods #1695 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	4.81
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	131.44
WELLS FARGO CREDIT CARD ACH	Vp Culligan Water Cond WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	32.86
WELLS FARGO CREDIT CARD ACH	F.W. Webb - 83 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	172.79
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60024	2,256.26
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	15.52
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	15.51
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	617.58
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60011	617.57
WELLS FARGO CREDIT CARD ACH	Kat-Keys Lock & Sa WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.30700	438.00
WELLS FARGO CREDIT CARD ACH	Servicemaster Prof Svc WF 8	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	372.50
WELLS FARGO CREDIT CARD ACH	Servicemaster Prof Svc WF 8	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	372.50
WELLS FARGO CREDIT CARD ACH	The First Impression G WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50030	585.00
WELLS FARGO CREDIT CARD ACH	The First Impression G WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50035	1,280.00
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50030	52.74
WELLS FARGO CREDIT CARD ACH	Sams Club #8183 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	39.24
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	137.58
WELLS FARGO CREDIT CARD ACH	Amc Inver Grove 16 #64 WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50090	558.54
WELLS FARGO CREDIT CARD ACH	Breezy Point Resort In WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50075	538.32
WELLS FARGO CREDIT CARD ACH	Breezy Point Resort In WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50075	538.32

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Breezy Point Resort In WF 8/	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50075	538.32
WELLS FARGO CREDIT CARD ACH	Lillie Suburban Newspa WF 8	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	225.00
WELLS FARGO CREDIT CARD ACH	Red Cross Store WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60018	417.40
WELLS FARGO CREDIT CARD ACH	Red Cross Store WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60018	125.00
WELLS FARGO CREDIT CARD ACH	Cub Foods, Inc. WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50080	9.58
WELLS FARGO CREDIT CARD ACH	Nac Mechanical WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	3,537.96
WELLS FARGO CREDIT CARD ACH	Red Wing Shoe Stor WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60045	179.99
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50025	230.00
WELLS FARGO CREDIT CARD ACH	K B Electronics WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	152.02
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	222.88
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	130.64
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	187.23
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60018	30.00
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	8.64
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	17.37
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	40.00
WELLS FARGO CREDIT CARD ACH	Flaghouse Inc WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	71.24
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50080	170.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50080	99.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	67.95
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	3.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	14.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	7.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	6.99
WELLS FARGO CREDIT CARD ACH	Express Auto Parts WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	54.24
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50030	227.65
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50030	103.44
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.50030	143.79
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	43.98
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	17.92
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60065	48.11
WELLS FARGO CREDIT CARD ACH	Glewwe Doors WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	804.00
WELLS FARGO CREDIT CARD ACH	Supreme Audio WF 8/16	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40042	84.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.40040	28.60
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8/1	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60016	43.58
WELLS FARGO CREDIT CARD ACH	Best Buy Mht 00010553 WF	09/21/2016	Wells Fargo Purchase Cards	205.44.6200.453.60040	(69.47)
<b>Fund: 205 - COMMUNITY CENTER</b>					<b>34,642.49</b>
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	290.45.3000.419.30550	1.33
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Austing	09/14/2016	Legal	290.45.3000.419.30420	1,158.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 EDA	09/14/2016	Legal	290.45.3000.419.30420	156.00
<b>Fund: 290 - EDA</b>					<b>1,315.33</b>
WELLS FARGO BANK	1346237	09/14/2016	8/1/16	358.57.9000.570.90300	126.00
<b>Fund: 358 - G.O. REFUNDING IMPROV BONDS 2011A</b>					<b>126.00</b>
WELLS FARGO BANK	1356188	09/14/2016	9/1/16	366.57.9000.570.90300	1,000.00
WELLS FARGO BANK	1356334	09/14/2016	9/1/16	366.57.9000.570.90300	1,000.00
<b>Fund: 366 - GO SEWER REVENUE BONDS, 2015B</b>					<b>2,000.00</b>
WELLS FARGO BANK	1346237	09/14/2016	8/1/16	389.57.9000.570.90300	399.00
<b>Fund: 389 - G.O. TAX INCR REF, 2011A</b>					<b>399.00</b>
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Heritage Park	09/14/2016	Legal	402.44.6000.451.30420	634.50
<b>Fund: 402 - PARK ACQ. &amp; DEV. FUND</b>					<b>634.50</b>
METROPOLITAN COUNCIL	AUGUST 2016	09/21/2016	AUGUST 2016	404.217.2170000	17,395.00
<b>Fund: 404 - SEWER CONNECTION FUND</b>					<b>17,395.00</b>
EHLERS AND ASSOCIATES, INC.	71506	09/14/2016	9/12/16	405.57.9000.570.30150	43.75
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	405.57.9000.570.50025	47.72
<b>Fund: 405 - NORTH SIDE WTR STOR. FAC.</b>					<b>91.47</b>
APEX ARENA SOLUTIONS, INC.	PAY REQUEST #5	09/21/2016	ENGINEERING ESCROW RELEASE 89	436.44.5900.736.40040	1,720.50
CENTRAL ROOFING COMPANY	PAY REQUEST #3	09/14/2016	VMCC ROOFING PROJECT	436.44.5900.736.80200	72,392.56
CENTRAL ROOFING COMPANY	PAY REQUEST #4	09/21/2016	VMCC ROOFING PROJECT	436.44.5900.736.80200	13,635.82
DUIININCK	PAY REQUEST #1	09/21/2016	INVER WOOD GOLF COURSE IMPROV	436.52.5900.736.80300	1,171,445.00
PARK CONSTRUCTION COMPANY	PAY VO. NO. 3	09/21/2016	CITY PROJECT NO. 2016-09D	436.73.5900.736.80300	0.01
WELLS FARGO CREDIT CARD ACH	Fedexoffice 00006239 WF 8	09/21/2016	Wells Fargo Purchase Cards	436.52.5900.736.30700	43.81
WELLS FARGO CREDIT CARD ACH	Stantec Consulting Svc WF 8	09/21/2016	Wells Fargo Purchase Cards	436.44.5900.736.30700	2,679.86
WELLS FARGO CREDIT CARD ACH	Fsi Xcel Energy Pmts WF 8/1	09/21/2016	Wells Fargo Purchase Cards	436.52.5900.736.30700	3,003.45
WELLS FARGO CREDIT CARD ACH	Fsi Xcel Energy Pmts WF 8/1	09/21/2016	Wells Fargo Purchase Cards	436.52.5900.736.30700	1,569.35
WELLS FARGO CREDIT CARD ACH	Fsi Xcel Energy Pmts WF 8/1	09/21/2016	Wells Fargo Purchase Cards	436.52.5900.736.30700	3,003.45
<b>Fund: 436 - 2016 IMPROVEMENT FUND</b>					<b>1,269,493.81</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KIMLEY-HORN & ASSOCIATES, INC.	8161526	09/14/2016	160509027.3	440.74.5900.740.30300	12,309.48
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 #1009D South C	09/14/2016	Legal	440.74.5900.740.30420	68.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 #1609D-Impr Prj	09/14/2016	Legal	440.74.5900.740.30420	71.00
PALDA AND SONS, INC.	PAY VO. NO. 8	09/14/2016	CITY PROJECT NO. 2015-09E	440.74.5900.740.80300	22,640.30
PARK CONSTRUCTION COMPANY	PAY VO. NO. 3	09/21/2016	CITY PROJECT NO. 2016-09D	440.74.5900.740.80300	401,648.48
PEARSON BROTHERS, INC.	FINAL PAY VO. NO. 1	09/21/2016	CITY PROJECT NO. 2016-09B	440.74.5900.740.40046	351,073.05
<b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>					<b>787,810.31</b>
BOLTON & MENK, INC.	0193828	09/14/2016	T18.108658	446.74.5900.746.30300	9,009.00
BOLTON & MENK, INC.	0193828	09/14/2016	T18.108658	446.74.5900.746.30300	227.50
BOLTON & MENK, INC.	0193828	09/14/2016	T18.108658	446.74.5900.746.30300	14,475.00
BOLTON & MENK, INC.	0193828	09/14/2016	T18.108658	446.74.5900.746.30300	3,576.50
EJM PIPE SERVICES	PAY VO. NO. 4	09/21/2016	CITY PROJECT NO. 2015-13	446.74.5900.746.80300	362,163.75
EJM PIPE SERVICES	PAY VO. NO. 4	09/21/2016	VMCC/GROVE ENERGY IMPROVEMEN	446.74.5900.746.80300	488,306.65
ELEMENT MATERIALS TECHNOLOGY ST. PAU	ESP0114824IN	08/10/2016	T18.110346	446.74.5900.746.30340	9,924.00
ELEMENT MATERIALS TECHNOLOGY ST. PAU	ESP0115619IN	08/10/2016	00006343	446.74.5900.746.30340	2,547.25
ELEMENT MATERIALS TECHNOLOGY ST. PAU	ESP0115619IN	08/10/2016	00006343	446.74.5900.746.30340	2,547.25
EVERGREEN LAND SERVICES	00-11678	09/14/2016	8/25/16	446.74.5900.746.30700	80.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 #1512-Impr Proj	09/14/2016	Legal	446.74.5900.746.30420	6,131.34
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 #1513-Impr Proj	09/14/2016	Legal	446.74.5900.746.30420	135.00
PARK CONSTRUCTION COMPANY	PAY VO. NO. 3	09/21/2016	CITY PROJECT NO. 2016-09D	446.74.5900.746.80300	3,831.58
S. M. HENTGES & SONS, INC.	PAY VO. NO. 10	09/21/2016	CITY PROJECT NO. 2015-10	446.74.5900.746.80300	676.01
S. M. HENTGES & SONS, INC.	PAY VO. NO. 10	09/21/2016	CITY PROJECT NO. 2015-10	446.74.5900.746.80300	164,732.53
SEAN PATRICK BUTTS	7671.1/7672.1/7673.1	09/14/2016	8/15/16	446.74.5900.746.30300	4,500.00
<b>Fund: 446 - NW AREA</b>					<b>1,072,863.36</b>
JOEL CARLSON	9/15/16	09/21/2016	OCTOBER 2016	451.75.5900.751.30700	1,000.00
<b>Fund: 451 - HOST COMMUNITY FUND</b>					<b>1,000.00</b>
EHLERS AND ASSOCIATES, INC.	71506	09/14/2016	9/12/16	453.57.9000.570.30150	43.75
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	453.57.9000.570.50025	47.73
<b>Fund: 453 - SE QUADRANT TIF DIST 4-1</b>					<b>91.48</b>
JR'S APPLIANCE DISPOSAL	90348	09/21/2016	9/9/16	454.43.5500.446.40025	699.00
<b>Fund: 454 - LANDFILL ABATEMENT</b>					<b>699.00</b>
CITY OF BLOOMINGTON	8/1/16-8/31/16	09/14/2016	8/1/16-8/31/16	501.50.7100.512.30700	420.00
EXPERT TREE AND SERVICE AND SCIENCE	7350	09/14/2016	8/31/16	501.50.7100.512.60016	2,375.00
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	501.50.7100.512.30550	43.79
GLENN LAWN CARE	516	09/14/2016	0002	501.50.7100.512.30700	1,040.00
GOPHER STATE ONE-CALL	6080456	09/14/2016	MN00435	501.50.7100.512.30700	695.25
HD SUPPLY WATERWORKS LTD	F965878	09/14/2016	099872	501.50.7100.512.40043	6,343.21
HD SUPPLY WATERWORKS LTD	G025400	09/14/2016	099872	501.50.7100.512.60016	93.49
IDEAL SERVICE, INC.	7965	09/14/2016	5/19/16	501.50.7100.512.40040	770.00
INNOVATIVE OFFICE SOLUTIONS	SUM-027393	09/21/2016	PETTY CASH REQUEST	501.50.7100.512.60011	99.27
MN DEPT OF HEALTH	7/1/16-9/30/16	09/14/2016	1190014	501.207.2070100	12,290.70
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	501.207.2070200	7,445.28
MN GLOVE & SAFETY, INC.	296320	09/14/2016	CTINVE	501.50.7100.512.60016	29.80
MUNICIPAL H2O	6815	09/14/2016	8/18/16	501.50.7100.512.50080	125.00
OXYGEN SERVICE COMPANY, INC	08005187	09/14/2016	04393	501.50.7100.512.60040	23.79
PARK CONSTRUCTION COMPANY	8/22/16	09/14/2016	REFUND HYDRANT PERMIT #1608	501.207.2070300	(22.07)
PARK CONSTRUCTION COMPANY	8/22/16	09/14/2016	REFUND HYDRANT PERMIT #1608	501.50.0000.3813000	(309.82)
PIEKARSKI-KRECH, ROSEMARY	9/19/16	09/21/2016	HYDRANT PERMIT #1605 REFUND	501.207.2070300	(5.34)
PIEKARSKI-KRECH, ROSEMARY	9/19/16	09/21/2016	HYDRANT PERMIT #1605 REFUND	501.50.0000.3813000	(75.00)
SPRINT	842483314-178	09/21/2016	Telephone	501.50.7100.512.50020	69.98
SUSA	10/19/16	09/21/2016	2016 ONE DAY UTILITY SCHOOL	501.50.7100.512.50080	250.00
TKDA	002016002735	09/14/2016	0015781.001	501.50.7100.512.30700	1,472.60
VAG USA, LLC	439019113 / 07/22/2016	09/14/2016	432017264	501.50.7100.512.40042	507.56
VALLEY-RICH CO, INC	23167	09/14/2016	R160453 08/29	501.50.7100.512.40046	4,147.56
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	501.50.7100.512.50020	408.76
WELLS FARGO CREDIT CARD ACH	Batteries Plus #30 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60040	39.90
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	35.96
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	7.20
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	24.69
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	6.59
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	8.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	55.27
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60065	6.99
WELLS FARGO CREDIT CARD ACH	Telvent Dtn Llc WF 8/16	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.30700	840.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.40040	98.34
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60011	32.34
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF	09/21/2016	Wells Fargo Purchase Cards	501.50.7100.512.60016	89.82
<b>Fund: 501 - WATER UTILITY FUND</b>					<b>39,484.89</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAKOTA CTY TREASURER	AUGUST 2016	09/21/2016	AUGUST 2016	502.207.2070100	258.00
DUKE'S ROOT CONTROL, INC.	12173	09/14/2016	M6B1M	502.51.7200.514.40043	3,490.40
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001059191	09/21/2016	5084	502.51.7200.514.40015	145,904.71
MN PIPE & EQUIPMENT	0363863	09/14/2016	2195	502.51.7200.514.40043	1,300.68
VIKING INDUSTRIAL CENTER	3088380	09/14/2016	1090601	502.51.7200.514.40042	521.27
VIKING INDUSTRIAL CENTER	3088385	09/14/2016	1090809	502.51.7200.514.40042	108.64

**Fund: 502 - SEWER UTILITY FUND**

**151,606.93**

BREAKTHRU BEVERAGE MINNESOTA	1090608576	09/14/2016	102294	503.52.8300.524.76150	177.50
COCA COLA BOTTLING COMPANY	3652200405	09/14/2016	8/31/16	503.52.8300.524.76100	199.44
COLLEGE CITY BEVERAGE	372183	09/14/2016	3592	503.52.8300.524.76150	370.25
COVERALL OF THE TWIN CITIES INC	7070228575	09/14/2016	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	201360-5 9/16	09/14/2016	Electric	503.52.8600.527.40020	263.45
DENNY'S 5TH AVENUE BAKERY	624801	09/14/2016	HT302	503.52.8300.524.76050	66.38
DENNY'S 5TH AVENUE BAKERY	625356	09/14/2016	IW185	503.52.8300.524.76050	57.71
DENNY'S 5TH AVENUE BAKERY	626167	09/14/2016	IW185	503.52.8300.524.76050	45.59
DRAFT TECHNOLOGIES	09121605	09/14/2016	9/12/16	503.52.8300.524.40042	50.00
FIRST IMPRESSION GROUP, THE	69500	09/14/2016	3022	503.52.8500.526.50025	143.67
GARY'S PEST CONTROL	50416	09/21/2016	9/19/16	503.52.8500.526.40040	91.77
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	503.52.8000.521.30550	18.50
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	503.52.8500.526.30550	12.66
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	503.52.8600.527.30550	21.50
HEGGIES PIZZA	2248241	09/14/2016	1708	503.52.8300.524.76050	57.70
LEITNER COMPANY	215772 B	09/14/2016	5/3/16	503.52.8600.527.60020	443.10
M. AMUNDSON LLP	223811	09/14/2016	902858	503.52.8300.524.76050	156.00
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	503.207.2070300	11,137.80
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	503.52.8500.526.50020	14.98
MTI DISTRIBUTING CO	1088977-00	09/14/2016	402307	503.52.8600.527.40042	269.26
MTI DISTRIBUTING CO	1089007-00	09/14/2016	402307	503.52.8600.527.60008	750.44
NAPA OF INVER GROVE HEIGHTS	453858	09/14/2016	4165	503.52.8600.527.40042	29.17
NAPA OF INVER GROVE HEIGHTS	467330	09/14/2016	4165	503.52.8600.527.60008	7.20
NAPA OF INVER GROVE HEIGHTS	469286	09/14/2016	4165	503.52.8600.527.40042	46.14
NAPA OF INVER GROVE HEIGHTS	471120	09/14/2016	4165	503.52.8600.527.40042	94.24
NAPA OF INVER GROVE HEIGHTS	471155	09/14/2016	4165	503.52.8600.527.40042	25.16
NAPA OF INVER GROVE HEIGHTS	471786	09/14/2016	4165	503.52.8600.527.40042	17.88
NAPA OF INVER GROVE HEIGHTS	472345	09/14/2016	4165	503.52.8600.527.40042	49.58
NAPA OF INVER GROVE HEIGHTS	472382	09/14/2016	4165	503.52.8600.527.40042	9.74
NAPA OF INVER GROVE HEIGHTS	472941	09/14/2016	4165	503.52.8600.527.40042	81.80
NATURE CALLS, INC.	24779	09/14/2016	7/31/16	503.52.8600.527.40065	124.27
PING	13448344	09/14/2016	8/26/16	503.52.8200.523.76250	74.03
PING	8/31/16 4085	09/14/2016	4085	503.52.8200.523.76250	(61.19)
SHAMROCK GROUP	2044357	09/14/2016	07176	503.52.8300.524.76100	42.00
SHAMROCK GROUP	2048658	09/21/2016	07176	503.52.8300.524.76100	80.34
SOUTH BAY DESIGN	090116	09/14/2016	INVERWOOD	503.52.8500.526.50025	150.00
TDS METROCOM	9/13/16 651 457 3667	09/14/2016	651 457 3667	503.52.8500.526.50020	257.93
UNIFIRST CORPORATION	090 0320603	09/14/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0321687	09/14/2016	1258268	503.52.8600.527.60045	51.07
US FOODSERVICE	3467910	09/14/2016	03805983	503.52.8300.524.76050	703.63
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	503.52.8500.526.50020	217.94
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 8	09/21/2016	Wells Fargo Purchase Cards	503.52.8000.521.60010	23.87
WELLS FARGO CREDIT CARD ACH	Officemax/Officedepot6 WF 8	09/21/2016	Wells Fargo Purchase Cards	503.52.8200.523.60017	17.71
WELLS FARGO CREDIT CARD ACH	Kmart 9397 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	503.52.8600.527.60010	10.70
WELLS FARGO CREDIT CARD ACH	Walgreens #4038 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	503.52.8000.521.60010	12.82
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	503.52.8300.524.76050	28.52
WELLS FARGO CREDIT CARD ACH	Wal-Mart #1786 WF 8/16	09/21/2016	Wells Fargo Purchase Cards	503.52.8300.524.76050	14.26
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	503.52.8000.521.60065	69.57
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	503.52.8300.524.40042	9.09
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	503.52.8400.525.40041	56.60
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	503.52.8600.526.60065	60.44
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 8/1	09/21/2016	Wells Fargo Purchase Cards	503.52.8600.527.60020	20.86
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 8	09/21/2016	Wells Fargo Purchase Cards	503.52.8600.527.60012	165.04
WINFIELD SOLUTIONS, LLC	000061036096	09/14/2016	156650	503.52.8600.527.60035	338.93
WINFIELD SOLUTIONS, LLC	000061098	09/14/2016	156650	503.52.8600.527.60035	1,347.32
WINFIELD SOLUTIONS, LLC	00006136096	09/14/2016	156650	503.52.8600.527.60035	338.93
WINFIELD SOLUTIONS, LLC	00036095	09/14/2016	156650	503.52.8600.527.60030	2,157.46
WINFIELD SOLUTIONS, LLC	000061132457	09/14/2016	156650	503.52.8600.527.60020	845.65
WINFIELD SOLUTIONS, LLC	000061132460	09/14/2016	156650	503.52.8600.527.60030	3,391.24
WINFIELD SOLUTIONS, LLC	000061132468	09/14/2016	156650	503.52.8600.527.60035	1,776.78

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

**28,210.30**

GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	602.00.2100.415.30550	1.66
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 EdgeGrove Sen	09/14/2016	Legal	602.00.2100.415.30420	3,384.00

**Fund: 602 - RISK MANAGEMENT**

**3,385.66**

ELDREDGE TRADING INC.	00009442	09/21/2016	9/13/16	603.00.5300.444.60045	94.28
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW071816-3	09/14/2016	7/18/16	603.00.5300.444.80700	225.19
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AQ071816-3A	09/14/2016	7/28/16	603.00.5300.444.80700	721.96
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW071816-3D	09/14/2016	8/29/16	603.00.5300.444.80700	1,664.75
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW071816-3G	09/14/2016	9/8/16	603.00.5300.444.80700	303.36

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	603.00.5300.444.30550	9.24
GRAINGER	9215808727	09/21/2016	806460150	603.00.5300.444.60040	22.23
L.T.G. POWER EQUIPMENT	205328	09/21/2016	5656	603.00.5300.444.40041	89.98
L.T.G. POWER EQUIPMENT	206227	09/21/2016	5656	603.00.5300.444.40041	183.49
LARSON COMPANIES	B-262570012	09/21/2016	14649	603.00.5300.444.40041	5.72
MANSFIELD OIL COMPANY	717318	09/21/2016	23866-02-717318	603.140.1450060	8,225.39
MANSFIELD OIL COMPANY	717327	09/21/2016	23866-01-717327	603.140.1450060	3,989.78
METRO JANITORIAL SUPPLY INC	11014110	09/16/2016	8/29/16	603.00.5300.444.60011	555.57
METRO JANITORIAL SUPPLY INC	11014111	09/21/2016	8/29/16	603.00.5300.444.60011	213.99
MID CITY SERVICES, INC.	46785	09/21/2016	9/2/16	603.00.5300.444.40065	42.75
MTI DISTRIBUTING CO	1085957-00	09/21/2016	91180	603.00.5300.444.40041	325.97
MTI DISTRIBUTING CO	1087421-00	09/21/2016	91180	603.00.5300.444.40041	160.99
MTI DISTRIBUTING CO	1088387-00	09/21/2016	91180	603.00.5300.444.40041	(312.67)
O' REILLY AUTO PARTS	1767-224914	09/21/2016	1578028	603.00.5300.444.60012	81.25
O' REILLY AUTO PARTS	1767-225003	09/21/2016	1578028	603.140.1450050	57.06
O' REILLY AUTO PARTS	1767-225021	09/21/2016	1578028	603.00.5300.444.40041	115.27
O' REILLY AUTO PARTS	1767-225066	09/21/2016	1578028	603.00.5300.444.40041	(18.00)
O' REILLY AUTO PARTS	1767-225190	09/21/2016	1578028	603.00.5300.444.40041	50.09
O' REILLY AUTO PARTS	1767-225668	09/21/2016	1578028	603.00.5300.444.40041	72.94
O' REILLY AUTO PARTS	1767-225685	09/21/2016	1578028	603.00.5300.444.40041	375.52
O' REILLY AUTO PARTS	1767-226053	09/21/2016	1578028	603.00.5300.444.40041	(100.00)
O' REILLY AUTO PARTS	1767-226055	09/21/2016	1578028	603.00.5300.444.40041	41.50
O' REILLY AUTO PARTS	1767-226110	09/21/2016	1578028	603.00.5300.444.40041	22.99
O' REILLY AUTO PARTS	1767-227205	09/21/2016	1578028	603.00.5300.444.40041	76.53
O' REILLY AUTO PARTS	1767-227209	09/21/2016	1578028	603.00.5300.444.60012	62.50
O' REILLY AUTO PARTS	1767-227267	09/21/2016	1578028	603.00.5300.444.60012	20.25
O' REILLY AUTO PARTS	1767-227392	09/21/2016	1578028	603.00.5300.444.40041	115.59
O' REILLY AUTO PARTS	1767-227398	09/21/2016	1578028	603.00.5300.444.40041	461.08
O' REILLY AUTO PARTS	1767-227454	09/21/2016	1578028	603.00.5300.444.40041	463.83
O' REILLY AUTO PARTS	1767-227594	09/21/2016	1578028	603.00.5300.444.60040	15.98
O' REILLY AUTO PARTS	1767-227599	09/21/2016	1578028	603.00.5300.444.60040	176.85
O' REILLY AUTO PARTS	1767-228271	09/21/2016	1578028	603.00.5300.444.40041	5.98
R & R SPECIALTIES OF WI, INC.	0060322-IN	09/21/2016	0166729	603.00.5300.444.40041	2,757.80
RED POWER DIESEL SERVICE, INC.	1232MN	09/14/2016	5086M	603.00.5300.444.40041	264.30
RED POWER DIESEL SERVICE, INC.	1231MN	09/21/2016	5086M	603.00.5300.444.40041	525.80
SOUTH EAST TOWING	197570	09/21/2016	8/31/16	603.00.5300.444.40041	352.00
SOUTH ST PAUL STEEL SUPPLY CO	01141949	09/21/2016	0100202	603.00.5300.444.60012	72.36
TITAN MACHINERY	678614- CL	09/21/2016	6239910	603.00.5300.444.40041	755.31
TOXALERT INTERNATIONAL INC	18396	09/21/2016	9/1/16	603.00.5300.444.40040	221.00
UNIFIRST CORPORATION	090 0310113	09/21/2016	1051948	603.00.5300.444.40065	137.30
UNIFIRST CORPORATION	090 0310113	09/21/2016	1051948	603.00.5300.444.60045	43.79
UNIFIRST CORPORATION	090 0311123	09/21/2016	1051948	603.00.5300.444.40065	137.30
UNIFIRST CORPORATION	090 0311123	09/21/2016	1051948	603.00.5300.444.60045	43.79
UNIFIRST CORPORATION	090 0315277 B	09/14/2016	1051948	603.00.5300.444.40065	137.66
UNIFIRST CORPORATION	090 0315277 B	09/14/2016	1051948	603.00.5300.444.60045	31.49
UNIFIRST CORPORATION	090 0320504	09/21/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090 0320504	09/21/2016	1051948	603.00.5300.444.60045	34.37
UNIFIRST CORPORATION	090 0321579	09/21/2016	1051948	603.00.5300.444.40065	165.84
UNIFIRST CORPORATION	090 0321579	09/21/2016	1051948	603.00.5300.444.60045	34.37
UNIFIRST CORPORATION	090 0322660	09/21/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090 0322660	09/21/2016	1051948	603.00.5300.444.60045	34.37
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	603.00.5300.444.50020	110.06
WELLS FARGO CREDIT CARD ACH	Waldoch Custom Centers WF	09/21/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	440.00
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF	09/21/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	75.98
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF	09/21/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	35.98
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF	09/21/2016	Wells Fargo Purchase Cards	603.00.5300.444.60040	47.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	09/21/2016	Wells Fargo Purchase Cards	603.00.5300.444.40041	31.98
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF	09/21/2016	Wells Fargo Purchase Cards	603.00.5300.444.60011	36.64
ZIEGLER INC	SW060062031	09/21/2016	4069900	603.00.5300.444.40041	2,042.62

**Fund: 603 - CENTRAL EQUIPMENT**

**27,489.32**

INNOVATIVE OFFICE SOLUTIONS	SUM-027393	09/21/2016	S28777	604.00.2200.416.60005	143.25
INNOVATIVE OFFICE SOLUTIONS	SUM-027393	09/21/2016	S28777	604.00.2200.416.60010	1,416.55
NEOPOST USA INC	14941021	09/21/2016	6970	604.00.2200.416.60010	229.99
WELLS FARGO CREDIT CARD ACH	Amazon Mktpplace Pmts WF	09/21/2016	Wells Fargo Purchase Cards	604.00.2200.416.60010	1,416.37

**Fund: 604 - CENTRAL STORES**

**3,206.16**

CULLIGAN	8/31/16 157-98503022-8	09/21/2016	157-98503022-8	605.00.7500.460.60011	66.05
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	605.00.7500.460.30550	3.50
HORWITZ NS/I	W38672	09/14/2016	CTYOFIGH	605.00.7500.460.40040	5,706.51
HORWITZ NS/I	W38676	09/14/2016	CTYOFIGH	605.00.7500.460.40040	1,314.20
HUEBSCH SERVICES	3723505	09/14/2016	100075	605.00.7500.460.40065	113.54
LONE OAK COMPANIES	72348	09/14/2016	UTILITY BILLS	605.00.7500.460.50035	506.54
LONE OAK COMPANIES	9/19/16	09/21/2016	UTILITY BILLING	605.00.7500.460.50035	1,469.24
MAILFINANCE	N1620089	09/14/2016	9/6/16	605.00.7500.460.40044	780.00
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	605.00.7500.460.40040	0.07
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	605.00.7500.460.40065	0.62
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	605.00.7500.460.60011	0.10
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	605.00.7500.460.60040	0.09

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF 8/109/21/2016	8/109/21/2016	Wells Fargo Purchase Cards	605.00.7500.460.40040	246.40
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 8/109/21/2016	8/109/21/2016	Wells Fargo Purchase Cards	605.00.7500.460.60011	416.08
WELLS FARGO CREDIT CARD ACH	Servicemaster Prof Svc WF 8/09/21/2016	8/09/21/2016	Wells Fargo Purchase Cards	605.00.7500.460.30700	1,590.00
<b>Fund: 605 - CITY FACILITIES</b>					<b>12,212.94</b>
CIVICPLUS	160803	09/21/2016	9/16/16	606.00.1400.413.30700	400.00
GENESIS EMPLOYEE BENEFITS, INC	IN861529	09/14/2016	Payroll	606.00.1400.413.30550	16.76
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	606.00.1400.413.50020	0.18
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	606.00.1400.413.50065	0.66
MN DEPT OF REVENUE	16-Aug	09/20/2016	Taxes	606.00.1400.413.60041	12.42
VERIZON WIRELESS	9770894638	09/14/2016	Telephone	606.00.1400.413.50020	51.41
WELLS FARGO CREDIT CARD ACH	Nli Sharefile WF 8/16	09/21/2016	Wells Fargo Purchase Cards	606.00.1400.413.30700	325.00
WELLS FARGO CREDIT CARD ACH	Dropbox Ndfxrvvkw952 WF 8/09/21/2016	8/09/21/2016	Wells Fargo Purchase Cards	606.00.1400.413.50070	9.99
WELLS FARGO CREDIT CARD ACH	Minnesota Gis Lis Cons WF 8/09/21/2016	8/09/21/2016	Wells Fargo Purchase Cards	606.00.1400.413.50080	545.00
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 8/16	09/21/2016	Wells Fargo Purchase Cards	606.00.1400.413.50020	53.67
<b>Fund: 606 - TECHNOLOGY FUND</b>					<b>1,415.09</b>
ANOKA COUNTY SHERIFF'S DEPT	163869	09/14/2016	THADDEUS WATSON	702.229.2291000	200.00
BOLTON & MENK, INC.	0192805	09/14/2016	T18.110346	702.229.2293602	1,567.50
BOLTON & MENK, INC.	0193829	09/14/2016	T18.110793	702.229.2288802	888.00
BOLTON & MENK, INC.	0193830	09/14/2016	T18.110346	702.229.2293602	296.00
BOLTON & MENK, INC.	0193831	09/14/2016	T18.110347	702.229.2296102	2,516.00
CALATLANTIC HOMES	163241	09/14/2016	7288 ARCHER TR	702.229.2299800	2,500.00
CALATLANTIC HOMES	168192	09/14/2016	6986 ARCHER TRAIL	702.229.2299800	2,500.00
CALATLANTIC HOMES	2/4/16	09/21/2016	7266 ARCHER TRAIL	702.229.2299800	2,500.00
CULLIGAN	8/31/16 157-98473242-8	09/21/2016	157-98473242-8	702.229.2286300	50.85
DOCKENDORF CONSTRUCTION INC	9/8/16	09/14/2016	8689 COLIN WAY	702.229.2299800	2,500.00
KIMLEY-HORN & ASSOCIATES, INC.	8161524	09/14/2016	16050924.3	702.229.2293602	1,658.90
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Blackstone High 09/14/2016	09/14/2016	Legal	702.229.2294102	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Blackstone Ponc 09/14/2016	09/14/2016	Legal	702.229.2299302	2,293.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Blackstone Ridg 09/14/2016	09/14/2016	Legal	702.229.2289802	310.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Blackstone Vistr 09/14/2016	09/14/2016	Legal	702.229.2282902	576.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Fofeiture-Emiliar 09/14/2016	09/14/2016	Legal	702.229.2291000	336.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Danie 09/14/2016	09/14/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Don A 09/14/2016	09/14/2016	Legal	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Josep 09/14/2016	09/14/2016	Legal	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Keith 09/14/2016	09/14/2016	Legal	702.229.2291000	108.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Marcc 09/14/2016	09/14/2016	Legal	702.229.2291000	16.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Rishik 09/14/2016	09/14/2016	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Scott 09/14/2016	09/14/2016	Legal	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Steve 09/14/2016	09/14/2016	Legal	702.229.2291000	113.50
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Tara I 09/14/2016	09/14/2016	Legal	702.229.2291000	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Tara I 09/14/2016	09/14/2016	Legal	702.229.2291000	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Forfeiture-Taylor 09/14/2016	09/14/2016	Legal	702.229.2291000	1,324.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Francis Meyers 09/14/2016	09/14/2016	Legal	702.229.2301002	235.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Gerten's Grown 09/14/2016	09/14/2016	Legal	702.229.2294602	319.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Hayden Heights 09/14/2016	09/14/2016	Legal	702.229.2300102	274.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Highway 3 Mini 09/14/2016	09/14/2016	Legal	702.229.2300902	597.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Inver Grove Hot 09/14/2016	09/14/2016	Legal	702.229.2300202	727.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Nash CGA (119 09/14/2016	09/14/2016	Legal	702.229.2299602	1,039.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Perkins CGA (9 09/14/2016	09/14/2016	Legal	702.229.2301802	132.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Police-Forfeiture 09/14/2016	09/14/2016	Legal	702.229.2291000	501.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Simley High Sch 09/14/2016	09/14/2016	Legal	702.229.2303801	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Thielen CGA (11 09/14/2016	09/14/2016	Legal	702.229.2300502	219.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Wenzel CGA (11 09/14/2016	09/14/2016	Legal	702.229.2299502	297.00
LEVANDER, GILLEN & MILLER P.A.	81000E 8/16 Wittmier CGA 2 09/14/2016	09/14/2016	Legal	702.229.2296602	216.00
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	702.229.2300702	33.20
LILLIE SUBURBAN NEWSPAPERS	8/31/16 001363	09/14/2016	Advertising/Publishing	702.229.2302202	33.20
NORTHERN SERVICE CENTER	19WSCR1676391	09/14/2016	SUMMER CORDERA	702.229.2291000	500.00
PARK CONSTRUCTION COMPANY	8/22/16	09/14/2016	REFUND HYDRANT PERMIT #1608	702.229.2294300	1,000.00
PIEKARSKI-KRECH, ROSEMARY	9/19/16	09/21/2016	HYDRANT PERMIT #1605 REFUND	702.229.2294300	1,000.00
WELLS FARGO CREDIT CARD ACH	Marek'S Towing & Repai WF 09/21/2016	09/21/2016	Wells Fargo Purchase Cards	702.229.2291000	255.00
<b>Fund: 702 - ESCROW FUND</b>					<b>30,207.15</b>
<b>Grand Total</b>					<b>4,146,274.77</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Pay Request #5 for the VMCC/Grove Energy Improvement Project(s) – City Project 2016-06**

Meeting Date: September 26, 2016  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Shannon Battles

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Recommend Pay Request #5 for the VMCC/Grove Guaranteed Energy Improvement Project(s) in the amount of \$51,720.50 to Apex Arena Solutions, SBC.

**SUMMARY**

The City Council approved the VMCC/Grove Guaranteed Energy Improvement Project(s) on December 14, 2015 in the amount of \$447,755.00. The project is being financed with an interest free loan from the Central Equipment Fund. The VMCC/Grove will pay back the Central Equipment Fund loan over a 16-year period through energy savings from the re-commissioning projects being installed by Apex Arena Solutions, SBC and the installation of solar panels on City Hall and the VMCC/Grove.



City of Inver Grove Heights  
 8055 Barbara Avenue  
 Inver Grove Heights, MN 55077

Facility Solutions • Efficiency Solutions • Arena Solutions

Project Name: Energy Improvements and Solar Installation  
 Project Number: 10315004  
 Invoice Date: September 10, 2016  
 Invoice Number: 5  
 Billing Period Through: September 10, 2016  
 Contact Name: Eric Carlson  
 Contact Phone: 651-450-2587  
 PO Number: NA

Items	Contract Value	Total CO's to date	Total Contract Value	Contractor Work Complete to Date	Percent complete	Construction Prev. Paid	Current Amount Earned	Retainage	Total Due This Period
Refrigeration Controls	\$ 227,491.00	\$ -	\$ 227,491.00	\$ 113,745.50	50%	\$ 75,640.76	\$ 38,104.74	\$ 5,687.28	\$ 32,417.47
Snow Melt Pit	\$ 30,658.00	\$ -	\$ 30,658.00	\$ 30,658.00	100%	\$ 29,125.10	\$ 1,532.90	\$ 1,532.90	\$ -
IR Heaters	\$ 45,508.00	\$ -	\$ 45,508.00	\$ 45,508.00	100%	\$ 43,232.60	\$ 2,275.40	\$ 2,275.40	\$ -
Building Controls & pdl	\$ 106,942.00	\$ -	\$ 106,942.00	\$ 105,872.58	99%	\$ 81,275.92	\$ 24,596.66	\$ 5,293.63	\$ 19,303.03
Pool Pump and Controls	\$ 27,326.00	\$ -	\$ 27,326.00	\$ 27,326.00	100%	\$ 25,959.70	\$ 1,366.30	\$ 1,366.30	\$ -
DES	\$ 9,830.00	\$ -	\$ 9,830.00	\$ 9,830.00	100%	\$ 9,830.00	\$ -	\$ -	\$ -
<b>Subtotals</b>	\$ <b>447,755.00</b>	\$ -	\$ <b>447,755.00</b>	\$ <b>332,940.08</b>	<b>74%</b>	\$ <b>265,064.08</b>	\$ <b>67,876.00</b>	\$ <b>16,155.50</b>	\$ <b>51,720.50</b>

SUBMIT PAYMENTS TO: **Total Due: \$ 51,720.50**

Apex Arena Solutions, SBC  
 403 Jackson Street  
 Suite 308  
 Anoka, MN 55303  
 612-581-0219

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Request #1 for the Inver Wood Golf Course Improvement Project – City Project 2016-07**

Meeting Date: September 26, 2016  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Shannon Battles

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

**PURPOSE/ACTION REQUESTED**

Recommend Pay Request #1 for the Inver Wood Golf Course Improvement Project in the amount of \$1,171,445.00 to Duininck Inc.

**SUMMARY**

The City Council approved the Inver Wood Golf Course Improvement Project on March 14, 2016 in the amount of \$2,047,700.00. On April 25, 2016, the Council approved Change Order #1 in the amount of \$50,000 bringing the total contract with Duininck Inc. to \$2,097,700.00. The project is being financed with an interest free loan from the Central Equipment Fund and cash from the Golf Course Fund. Golf Course revenues will pay back the interest free loan over a 25-year period beginning in 2018.

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 108676

Application No.: 1

Project: 168050. Inverwood Golf Course Improvements Project

To Owner: INVER GROVE HEIGHTS, CITY OF  
8150 BARBARA AVE  
INVER GROVE HEIGHTS, MN 55077

Distribution to:  
 Owner  
 Architect  
 Contractor

Invoice Description: JB App #1  
 Period To: 9/15/2016

From: Duinick Inc. - MN  
 Contractor: PO Box 208  
 Prinsburg, MN 56281

Via: HERFORD-NORBY GOLF ARCHITECT  
 Architect: 100 EAST 2ND STREET, SUITE 200  
 CHASKA MN 55318

Contract Date:

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. Original Contract Sum .....	\$2,097,700.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$2,097,700.00
4. Total Completed and Stored To Date .....	\$1,233,100.00
5. Retainage :	
a. 5.00% of Completed Work .....	\$61,655.00
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$61,655.00
6. Total Earned Less Retainage .....	\$1,171,445.00
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due .....	\$1,171,445.00
9. Balance To Finish, Plus Retainage .....	\$926,255.00

CONTRACTOR: Duinick Inc. - MN

By:  Date: 9/16/16  
 State of: Minnesota County of: Kandiyohi  
 Subscribed and sworn to before me this 16th day of September 2016



Notary Public:   
 My Commission expires: 1-31-2018

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 1,171,445.00

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

## ARCHITECT:

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

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

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

# CONTINUATION SHEET

**Application and Certification for Payment, containing** **1** **Application No. : 9/16/2016**  
 Contractor's signed certification is attached. **Application Date : 9/15/2016**  
 In tabulations below, amounts are stated to the nearest dollar. **To: 9/15/2016**  
 Use Column I on Contracts where variable retainage for line items may apply.

**Contract: 168050. Inverwood Golf Course Improvements Project**

A Element Item No.	B Description of Work	C Est. Qty	D Unit	E Unit Cost Per	F Scheduled Value	G Work Completed		H From Previous Application (D+E)	I This Period In Place	J Materials Presently Stored (Not in D or E)	K Total Completed and Stored To Date (D+E+J)	L % (G / C)	M Balance To Finish (C-G)	N Retainage
						O Units This Period	P This Period In Place							
1	MOBILIZATION	1.00	LSM	\$99,200.00	\$99,200.00	0.00	0.500	0.00	49,600.00	0.00	49,600.00	50.00%	49,600.00	2,480.00
2	EROSION CONTROL	1.00	LSM	\$6,000.00	\$6,000.00	0.00	0.750	0.00	4,500.00	0.00	4,500.00	75.00%	1,500.00	225.00
3	REMOVALS AND SITE PREPARATION	1.00	LSM	\$40,000.00	\$40,000.00	0.00	0.750	0.00	30,000.00	0.00	30,000.00	75.00%	10,000.00	1,500.00
4	GRADING	1.00	LSM	\$130,000.00	\$130,000.00	0.00	0.700	0.00	91,000.00	0.00	91,000.00	70.00%	39,000.00	4,550.00
5	DRAINAGE	1.00	LSM	\$60,000.00	\$60,000.00	0.00	0.400	0.00	24,000.00	0.00	24,000.00	40.00%	36,000.00	1,200.00
6	TARGET GREEN CONSTRUCTION	1.00	LSM	\$2,000.00	\$2,000.00	0.00	1.000	0.00	2,000.00	0.00	2,000.00	100.00%	0.00	100.00
7	TEE CONSTRUCTION	1.00	LSM	\$15,000.00	\$15,000.00	0.00	0.850	0.00	12,750.00	0.00	12,750.00	85.00%	2,250.00	637.50
8	BUNKER CONSTRUCTION	1.00	LSM	\$105,000.00	\$105,000.00	0.00	0.150	0.00	15,750.00	0.00	15,750.00	15.00%	89,250.00	787.50
9	RANGE NETTING	1.00	LSM	\$225,000.00	\$225,000.00	0.00	1.000	0.00	225,000.00	0.00	225,000.00	100.00%	0.00	11,250.00
10	PAVING	1.00	LSM	\$50,000.00	\$50,000.00	0.00	0.000	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
11	SEEDBED PREPARATION	1.00	LSM	\$75,000.00	\$75,000.00	0.00	0.150	0.00	11,250.00	0.00	11,250.00	15.00%	63,750.00	562.50
12	GRASSING	1.00	LSM	\$145,000.00	\$145,000.00	0.00	0.150	0.00	21,750.00	0.00	21,750.00	15.00%	123,250.00	1,087.50
13	IRRIGATION LATERALS	1.00	LSM	\$245,000.00	\$245,000.00	0.00	0.200	0.00	49,000.00	0.00	49,000.00	20.00%	196,000.00	2,450.00
14	IRRIGATION MAINLINE	1.00	LSM	\$150,000.00	\$150,000.00	0.00	0.250	0.00	37,500.00	0.00	37,500.00	25.00%	112,500.00	1,875.00
15	IRRIGATION MATERIALS	1.00	LSM	\$605,000.00	\$605,000.00	0.00	1.000	0.00	605,000.00	0.00	605,000.00	100.00%	0.00	30,250.00
16	PUMP STATION	1.00	LSM	\$25,000.00	\$25,000.00	0.00	0.000	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
17	CONTROLLERS	1.00	LSM	\$20,000.00	\$20,000.00	0.00	0.150	0.00	3,000.00	0.00	3,000.00	15.00%	17,000.00	150.00
18	ECC CONSULTANT FEES	1.00	LSM	\$30,500.00	\$30,500.00	0.00	0.000	0.00	0.00	0.00	0.00	0.00%	30,500.00	0.00
19	SITE RESTORATION	1.00	LSM	\$20,000.00	\$20,000.00	0.00	0.050	0.00	1,000.00	0.00	1,000.00	5.00%	19,000.00	50.00
20	CHANGE ORDER #1	1.00	LSM	\$50,000.00	\$50,000.00	0.00	1.000	0.00	50,000.00	0.00	50,000.00	100.00%	0.00	2,500.00
<b>Grand Totals</b>					<b>2,097,700.00</b>	<b>0.00</b>		<b>1,233,100.00</b>	<b>1,233,100.00</b>	<b>0.00</b>	<b>1,233,100.00</b>	<b>58.78%</b>	<b>864,600.00</b>	<b>61,655.00</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Pay Request #4 for the VMCC Roofing Project - City Project 2016-14**

Meeting Date: September 26, 2016  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Shannon Battles

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

**PURPOSE/ACTION REQUESTED**

Recommend Pay Request #4 for the VMCC Roofing Project in the amount of \$13,635.82 to Central Roofing Company.

**SUMMARY**

The City Council approved the VMCC Roofing Project on March 28, 2016 and awarded the project to Central Roofing Company for a total of \$902,321. On July 25<sup>th</sup>, the Council approved Change Order #1 in the amount of \$7,824 bringing the project total to \$910,145.

The project is being paid for with \$170,000 that was carried over from the 2015 VMCC/Grove budget and an interest free internal loan from the Central Equipment Fund. The VMCC/Grove will pay back the Central Equipment Fund loan over a 16-year period through energy savings from the re-commissioning projects being installed by Apex Engineering and the installation of solar panels on City Hall and the VMCC/Grove.

# OWNER'S COPY



Owner: Inver Grove Heights, 8150 Barbara Ave., Inver Grove Heights, MN 55077	Date: September 13, 2016
For Period: 7/1/2016 to 8/31/2016	Request No 4
Contractor: Central Roofing Company, 4550 Main Street NE, Minneapolis, MN 55421	

## CONTRACTOR'S REQUEST FOR PAYMENT

INVER GROVE HEIGHTS

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

STANTEC FILE NO. 193803142

### SUMMARY

1	Original Contract Amount		\$ <u>902,321.00</u>
2	Change Order - Addition	\$ <u>7,824.00</u>	
3	Change Order - Deduction	\$ <u>0.00</u>	
4	Revised Contract Amount		\$ <u>910,145.00</u>
5	Value Completed to Date		\$ <u>910,145.00</u>
6	Material on Hand		\$ <u>0.00</u>
7	Amount Earned		\$ <u>910,145.00</u>
8	Less Retainage 5%		\$ <u>45,507.31</u>
9	Subtotal		\$ <u>864,637.69</u>
10	Less Amount Paid Previously		\$ <u>851,001.87</u>
11	Liquidated damages -		\$ <u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>4</u>		\$ <u><u>13,635.82</u></u>

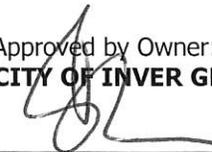
Recommended for Approval by:  
**STANTEC CONSULTING SERVICES, INC.**

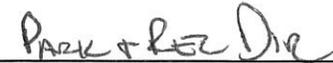
See attached for signature \_\_\_\_\_

Approved by Contractor:  
**CENTRAL ROOFING COMPANY**

See attached for signature \_\_\_\_\_

Approved by Owner:  
**CITY OF INVER GROVE HEIGHTS**





Specified Contract Completion Date:  
June 10, 2016

Date: 9/19/16

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 14862

To Owner: City of Inver Grove Heights  
8150 Barbara Avenue

Application No.: 4

Distribution to:  
 Owner  
 Architect  
 Contractor

Inver Grove Heights, MN 55077

Period To: 8/31/2016

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

Via Architect: Stantec

2335 Highway 36 West  
St. Paul MN 55113

Project Nos:

Contract Date:

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

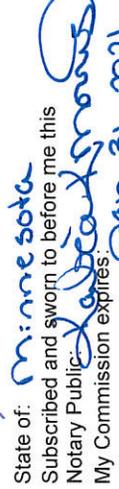
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$902,321.00
2. Net Change By Change Order .....	\$7,824.00
3. Contract Sum To Date .....	\$910,145.00
4. Total Completed and Stored To Date .....	\$910,145.00
5. Retainage:	
a. 5.00% of Completed Work	\$45,507.31
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$45,507.31
6. Total Earned Less Retainage .....	\$864,637.69
7. Less Previous Certificates For Payments .....	\$851,001.87
8. Current Payment Due .....	\$13,635.82
9. Balance To Finish, Plus Retainage .....	\$45,507.31

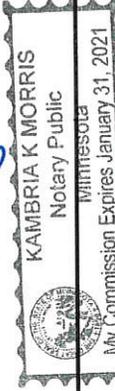
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Central Roofing Company

BY:  Date: 8/14/2016

State of: Minnesota  
 Subscribed and sworn to before me this  
 Notary Public:   
 My Commission expires: Jan. 31, 2021

County of: Anoka  
 19 day of August, 2016



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 13,635.82

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

ARCHITECT:  Date: 9-13-2016

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$7,824.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$7,824.00	\$0.00
Net Changes By Change Order	<b>\$7,824.00</b>	

# CONTINUATION SHEET

**Application and Certification for Payment**, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

**Application No. :** 4  
**Application Date :** 08/19/16  
**To:** 08/31/16  
**Architect's Project No.:**

**Invoice # :** 14862 **Contract :** 216036. Inver Grove Heights Veterans Memorial

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)							
1	General Conditions	143,535.00	129,181.50	14,353.50	0.00	0.00	143,535.00	100.00%	0.00	7,176.77
2	Roofing Materials	374,901.00	374,901.00	0.00	0.00	0.00	374,901.00	100.00%	0.00	18,745.06
3	Roofing Labor	205,521.00	205,521.00	0.00	0.00	0.00	205,521.00	100.00%	0.00	10,276.06
4	Sheet Metal Materials	20,239.00	20,239.00	0.00	0.00	0.00	20,239.00	100.00%	0.00	1,011.96
5	Sheet Metal Labor	41,490.00	41,490.00	0.00	0.00	0.00	41,490.00	100.00%	0.00	2,074.50
6	Subcontractor - Mechanical	27,500.00	27,500.00	0.00	0.00	0.00	27,500.00	100.00%	0.00	1,375.00
7	Subcontractor - Masonry	23,475.00	23,475.00	0.00	0.00	0.00	23,475.00	100.00%	0.00	1,173.76
8	Subcontractor - Skylights	65,660.00	65,660.00	0.00	0.00	0.00	65,660.00	100.00%	0.00	3,283.00
9	Change Order #1	7,824.00	7,824.00	0.00	0.00	0.00	7,824.00	100.00%	0.00	391.20
<b>Grand Totals</b>		<b>910,145.00</b>	<b>895,791.50</b>	<b>14,353.50</b>		<b>0.00</b>	<b>910,145.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>45,507.31</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Purchase of Lions Club Trophy Case**

Meeting Date: September 26, 2016  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Kristi Smith

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider approval of up to \$8,500 to replace a trophy case owned by the Inver Grove Heights Lions Club. The payment would be funded from the Risk Management Fund and would go towards the City’s deductible.

**SUMMARY**

The Inver Grove Heights Lions Club had a trophy case hanging on the north wall of the West Rink from 1996 – 2014. The history of the trophy case is as follows:

- The Lions Club trophy case hung in the Village Square Mall prior to the construction of the VMCC in 1996
- The Lions Club trophy case was moved to the VMCC sometime in 1996
- The Lions Club trophy case displayed awards, memorabilia, and the like for the public to see
- In preparation for painting the West Rink we asked the Lions Club on multiple occasions to clean up and update their trophy case
- The City painted the West Rink in 2013 and painted around the trophy case
- In 2014 we painted the East Rink
- In 2014 we asked the Lions Club to clean up and update the trophy case in the West Rink
- In 2014 we removed the trophy case and its contents and placed it in storage
- In 2015 the Lions Club asked about their trophy case and the contents
- Sometime between 2014 and 2015 the contents and trophy case we disposed of without the Lions Club permission
- City staff has apologized to the Lions Club for not taking better care of their property
- In 2015 the Lions Club requested that we replace their trophy case
- Neither the IGH Lions Club or Lions Club International have insurance to cover the loss
- The City submitted a claim to the LMCIT for the loss

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: September 26, 2016  
 Item Type: Consent Agenda  
 Contact:  
 Prepared by: Joe Lynch  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Council is asked to approve an agreement with River Heights Marina to repay the Sewer Availability Charges (S.A.C.) for improvements made to River Heights Marina.

**SUMMARY**

In 2015 River Heights Marina sought and obtained a building permit to make improvements to the bar and restaurant portion of their operation. As a result of this permit the city submitted the information to the Metropolitan Council for review and consideration of Sewer Availability Charges (S.A.C.). At that time the Met Council determined that the operation needed to pay for 7 SAC units at the 2015 rate which totaled \$17,395.

The owner/operator, Mr. Joe Harms, asked if the City would assist him in appealing to the Met Council for review and revision of that determination. The City did assist Mr. Harms in this appeal. As a result of that appeal Met Council made a determination that River Heights Marina would only owe \$7,000 due to previous SAC's accounted for in previous changes in operations in addition to the SAC units tied back to fees in place at the time of those changes. The rates in effect at the time of those changes also resulted in a decrease in the SAC charges owed to the Met Council.

The City met with Mr. Harms and agreed to pay the resultant SAC charges to Met Council and to allow River Heights Marina to pay those fees back over a 24 month timeframe because the process had taken considerable amount of time for Met Council to take the information into account and the Marina wanted to proceed with opening their business for the season.

The agreement specifies that River Heights will make four (4) payments, with their taxes, over the next twenty four months (24) to pay the City for paying the SAC fees owed by the business to the Met Council. There is no interest being charged because of the short time period involved and the agreement by Mr. Harms that if not paid when owed these amount owed can be a lien against his property.

All of the fees paid by the City will be repaid by Mr. Harms. He was able to open his business and enjoy the seasonal nature of it; he will agree to repay the amount or have the amount put as a lien against his property and the City was able to help a business save over \$10,000 with an issue with Met Council and reduce his original fee.

Staff recommends Council approve the attached agreement. The Agreement was drafted by City Attorney Tim Kuntz. Mr. Harms has received a copy of it and indicates that he has no issue with the language and has signed it.

**AGREEMENT RELATING TO  
CERTIFICATION OF AMOUNT OWED**

**THIS AGREEMENT RELATING TO CERTIFICATION OF AMOUNT OWED** (Agreement) is made this 26<sup>th</sup> day of September, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and River Heights Marina, Inc., a Minnesota corporation (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1  
TERMS**

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

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

**1.3 Landowner.** "Landowner" means River Heights Marina, Inc., a Minnesota corporation, and its successors and assigns.

**1.4 Property.** "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Tax Parcel No. 20-36500-42-151 and located at 4455 - 66<sup>th</sup> Street East, Inver Grove Heights, Minnesota.

**ARTICLE 2  
RECITALS**

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

**Recital No. 2** The Landowner owes the City \$7,000 for a sewer availability charge (SAC) relating to the Property.

**Recital No. 3.** The City paid the \$7,000 SAC charge to the Metropolitan Council Environmental Services Division (MCES) as required by the MCES for the service provided to the Property. The Landowner in turn owes reimbursement to the City for this charge.

**Recital No. 4.** Under Minn. Stat. § 444.075 the unpaid charge is a utility charge and the City has the authority to certify the unpaid charge to the Dakota County Auditor/Treasurer to become payable with taxes against the Property for collection as other taxes are collected.

### **ARTICLE 3** **AGREEMENTS**

**3.1 Acknowledgement of Debt.** Landowner hereby acknowledges and admits that the \$7,000 charge is a debt owed the City. Landowner acknowledges and admits the reasonableness of the charge.

**3.2 Certification of Charge.** Landowner agrees that the City has the power and authority to certify against the Property the unpaid charge of \$7,000 to the Dakota County Auditor/Treasurer to become payable with taxes and collected as other taxes are collected.

City agrees that \$3,500 of the \$7,000 will be certified against the Property by the City to the Dakota County Auditor/Treasurer to become payable with taxes in 2017 and collected as other taxes are collected in 2017.

City agrees that \$3,500 of the \$7,000 will be certified against the Property by the City to the Dakota County Auditor/Treasurer to become payable with taxes in 2018 and collected as other taxes are collected in 2018.

**3.3 Waiver of Notice and Hearing.** Landowner waives any and all procedural and substantive objections to the imposition of the \$7,000 charge and Landowner waives any and all procedural and substantive objections to the certification of the \$7,000 charge to be payable in the sum of \$3,500 in 2017 and \$3,500 in 2018. Landowner hereby waives all notice and hearing requirements with respect to the charge and the certification. Landowner hereby waives all claims and causes of action with respect to the imposition of the charge and the certification of the charge.

This waiver shall be continuing and irrevocable. This waiver is made knowingly and voluntarily by the undersigned Landowner.

**3.4 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the parties and this Agreement shall also apply to any after-acquired title of Landowner in the Property.

**3.5 Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the year and day first set forth above.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

(CITY SEAL)

STATE OF MINNESOTA    )  
                                  )        ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of September, 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

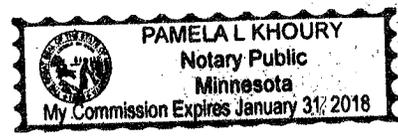
**LANDOWNER:  
RIVER HEIGHTS MARINA, INC.**

By: ~~\_\_\_\_\_~~  
Joseph Harms  
Its: Chief Executive Officer

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

On this 22 day of September, 2016, before me a Notary Public within and for said County, personally appeared Joseph Harms, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of River Heights Marina, Inc., a Minnesota corporation, and that the foregoing instrument was executed on behalf of River Heights Marina, Inc. by authority of the Boards of Directors of said entity.

*Pamela L Khoury*  
\_\_\_\_\_  
Notary Public



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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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Meeting Date: September 26, 2016  
Item Type: Consent Agenda  
Contact:  
Prepared by: Joe Lynch  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Council is asked to set Monday, October 24<sup>th</sup> at 6:00 p.m. as a Special Council Meeting to discuss the Akron Avenue/Southern Road alignment issues and hear a summary report from the City and County from the September 6<sup>th</sup> Council Work Session meeting.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 6 and Pay Voucher No. 10 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70<sup>th</sup> Street Lift Station, Argenta District**

Meeting Date: September 26, 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

*SK* *SB*

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Excess State Aid Fund 406  
Water Fund 512, Sewer Fund 511

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 6 and Pay Voucher No. 10 for the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70<sup>th</sup> Street Lift Station, Argenta District.

**SUMMARY**

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

Change Order No. 6 is for the actual final cost of the emergency repair due to the failure of a storm sewer manhole in Dawn Way. This manhole surcharged during a storm the night of June 22, 2016, causing extensive damage to Dawn Way. A 36" storm system was installed from MH 6159 to CBMH 7714 on a time and material basis. At the time the emergency repair request was brought to the Council, the rough estimate of the cost was \$100,000. The actual underground damage was more extensive than envisioned based on the street damage.

Pay Voucher No. 10 is for trunk sanitary sewer and water main installed through the end of August.

I recommend approval of Pay Voucher No. 10, in the amount of \$165,408.55, and Change Order No. 6 in the amount of \$167,241.15 (for a revised contract amount of \$2,332,408.06) for work on the 2015 Capital Improvement Program, City Project No. 2015-10 – NWA Trunk Utility Improvements, Argenta District (Alverno to Blackstone Vista Development) and City Project No. 2015-11 – NWA 70<sup>th</sup> Street Lift Station, Argenta District.

TK/me

Attachments: Revised Change Order No. 6  
 Pay Voucher No. 10  
 Resolution

**CHANGE ORDER NO. 6**

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

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 26, 2016
Contractor: S.M. Hentges & Sons, Inc.	Engineer: Justin Ernst, Bolton & Menk, Inc.

Purpose of Change Order  
 Change Order No. 6 is for the cost of the emergency repair due to the failure of a storm sewer manhole in Dawn Way. This manhole surcharged during a storm the night of June 22, 2016, causing extensive damage to Dawn Way. In addition to repairing the existing damaged storm sewer, street sub-grade, pavement and curb; new parallel 36" storm sewer was installed from the existing storm sewer by Concord Blvd. to the MH in front of 5927 Dawn Way (Moose Lodge). The work was performed at the contractor's standard rates. The final cost and contract increase for the change order, is based on the actual materials used, the equipment and labor time used for the work. See attached invoice.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,083,708.48	Original Contract Time: October 31, 2015
Previous Change Orders No. 1 to No. 5 \$81,458.43	Net Change from Previous Change Orders: 7 months
Contract Price Prior to this Change Order \$2,165,166.91	Contract Time Prior to this Change Order July 31, 2016
Net Increase of this Change Order: \$167,241.15	Net Increase (Decrease) of Change Order: 0 1 Month
Contract Price with all Approved Change Orders: \$ 2,332,408.06	Contract Time with Approved Change Orders August 31, 2016
Recommended By: _____ Mike Edwards, Engineering Technician	Approved By: _____ S.M. Hentges and Sons, Inc.

Approved By:

Approved By:

Date of Council Action:

\_\_\_\_\_  
Thomas J. Kaldunski

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

\_\_\_\_\_  
September 26, 2016

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

ESTIMATE NO: 10 (ten)  
DATE: September 26, 2016  
PERIOD ENDING: August 31, 2016  
PROJECT NO: 2015-10 NWA Trunk Utility Improvements  
2015-11 NWA 70<sup>th</sup> Street Lift Station

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

Original Contract Amount .....	\$2,083,708.48
Total Addition (Change Order 1,2,3,4,5,6) .....	\$248,699.58
Total Deduction .....	\$0.00
Total Contract Amount.....	\$2,332,408.06
Total Value of Work to Date .....	\$2,304,810.66
Less Retained (1.5%).....	\$34,572.16
Less Previous Payment.....	\$2,104,829.96
Total Approved for Payment this Voucher .....	\$165,408.54
Total Payments including this Voucher.....	\$2,270,238.50

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through August 31, 2016.

Signed by: \_\_\_\_\_ September 26, 2016  
Thomas J. Kaldunski, City Engineer

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

Signed by: \_\_\_\_\_ September 26, 2016  
George Tourville, Mayor

# Partial Pay Estimate No.10

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

WORK COMPLETED THROUGH August 31, 2016

ITEM NO.	ITEM	Contract		Unit price	Estimated Amount	Contract Cost to Date
		Quantity	Quant to date			
<b>SCHEDULE 1</b>						
1	UTILITY INSPECTOR ALLOWANCE	1		\$8,000.00	8,000.00	
2	MOBILIZATION	0.5	0.50	\$24,000.00	12,000.00	\$12,000.00
3	CLEARING	1.3	1.30	\$3,060.00	3,978.00	\$3,978.00
4	GRUBBING	1.3	1.30	\$3,060.00	3,978.00	\$3,978.00
5	CONSTRUCT ACCESS ROAD ALLOWANCE	1		\$5,000.00	5,000.00	
6	OBSTRUCTION REMOVAL	6	3.00	\$2,550.00	15,300.00	\$7,650.00
7	WATER USAGE ALLOWANCE	0.5		\$5,000.00	2,500.00	
8	GRANULAR BACKFILL	1500		\$0.01	15.00	
9	AGGREGATE FOUNDATION	150		\$25.00	3,750.00	
10	8" DIP CL 52 PIPE SEWER (0' - 20')	40	40.00	\$111.00	4,440.00	\$4,440.00
11	8" DIP CL 52 PIPE SEWER (30' - 40')	25	20.00	\$165.00	4,125.00	\$3,300.00
12	12" DIP CL 52 PIPE SEWER (0'-20')	106	106.00	\$254.50	26,977.00	\$26,977.00
13	12" DIP CL 52 PIPE SEWER (20'-30')	376	376.00	\$254.50	95,692.00	\$95,692.00
14	12" DIP CL 52 PIPE SEWER (30'-40')	331	331.00	\$254.50	84,239.50	\$84,239.50
15	12" DIP CL 52 PIPE SEWER (40'-50')	209	209.00	\$254.50	53,190.50	\$53,190.50
16	12" FUSIBLE PIPE SEWER (THROUGH CASING)	436	436.00	\$52.00	22,672.00	\$22,672.00
17	CONNECT TO EXISTING SANITARY SEWER	1	1.00	\$114,259.19	114,259.19	\$114,259.19
18	30" STEEL CASING PIPE (TRENCHLESS)(SANITARY)	436	436.00	\$625.00	272,500.00	\$272,500.00
19	CONSTRUCT 8" OUTSIDE DROP	20	30.00	\$270.00	5,400.00	\$8,100.00
20	CONSTRUCT 12" OUTSIDE DROP	10	14.00	\$443.00	4,430.00	\$6,202.00
21	CONNECT TO EXISTING WATER MAIN	1	1.00	\$807.00	807.00	\$807.00
22	HYDRANT (10' BURY)	3	3.00	\$3,855.50	11,566.50	\$11,566.50
23	6" GATE VALVE & BOX	3	3.00	\$1,175.00	3,525.00	\$3,525.00
24	16" BUTTERFLY GATE VALVE	6	6.00	\$2,761.00	16,566.00	\$16,566.00
25	6" WATERMAIN DUCTILE IRON CL 52	37	37.00	\$37.25	1,378.25	\$1,378.25
26	16" WATERMAIN DUCTILE IRON CL 52	753	580.00	\$81.25	61,181.25	\$47,125.00
27	16" WATERMAIN DUCTILE IRON CL 52 (>10')	570	570.00	\$83.75	47,737.50	\$47,737.50
28	16" DIP WATERMAIN (THROUGH CASING)	280	280.00	\$72.75	20,370.00	\$20,370.00
29	30" STEEL CASING PIPE (JACKED)(WATERMAIN)	280	280.00	\$496.00	138,880.00	\$138,880.00
30	BUTTERFLY VALVE MANHOLE	86	76.00	\$384.00	33,024.00	\$29,184.00
31	DUCTILE IRON FITTINGS	4870	6,399.00	\$2.50	12,175.00	\$15,997.50
32	48" DIAMETER SANITARY MANHOLE	130.1	126.00	\$133.00	17,303.30	\$16,758.00
33	72" DIAMETER SANITARY MANHOLE	57.4	59.98	\$253.00	14,522.20	\$15,174.94
34	SANITARY MANHOLE SPECIAL	74	74.00	\$229.00	16,946.00	\$16,946.00
35	CASTING ASSEMBLY (SANITARY)	8	8.00	\$480.00	3,840.00	\$3,840.00
36	EXTERNAL CHIMNEY SEAL	8	8.00	\$200.00	1,600.00	\$1,600.00
37	MARKING POST	14	14.00	\$80.00	1,120.00	\$1,120.00
38	TRAFFIC CONTROL	0.5	0.50	\$2,525.00	1,262.50	\$1,262.50
39	SILT FENCE, TYPE MS	2188	1,135.00	\$2.00	4,376.00	\$2,270.00
40	STORM DRAIN INLET PROTECTION	3		\$100.00	300.00	
41	SEDIMENT CONTROL LOG TYPE STRAW	200		\$2.20	440.00	
42	ROCK CONSTRUCTION ENTRANCE	2	2.00	\$1,100.00	2,200.00	\$2,200.00
43	STORM WATER MANAGEMENT ALLOWANCE	0.5		\$10,000.00	5,000.00	
44	EROSION CONTROL BLANKET CATEGORY 3	500	500.00	\$1.50	750.00	\$750.00
45	RAPID STABILIZATION METHOD 3 (MIX 32-241)	1	1.00	\$2,740.00	2,740.00	\$2,740.00
46	RAPID STABILIZATION METHOD 3 (MIX 25-142)	3	4.00	\$2,629.00	7,887.00	\$10,516.00
					1,169,943.69	\$1,127,492.38

# Partial Pay Estimate No.10

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

WORK COMPLETED THROUGH August 31, 2016

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
<b>SCHEDULE 2</b>						
47	MOBILIZATION	0.5	0.50	\$24,000.00	12,000.00	\$12,000.00
48	CLEARING	1	1.00	\$3,080.00	3,080.00	\$3,080.00
49	GRUBBING	1	1.00	\$3,080.00	3,080.00	\$3,080.00
50	OBSTRUCTION REMOVAL	4	2.00	\$2,550.00	10,200.00	\$5,100.00
51	WATER USAGE ALLOWANCE	0.5		\$5,000.00	2,500.00	
52	AGGREGATE BASE CLASS 5	140	140.00	\$15.00	2,100.00	\$2,100.00
53	BITUMINOUS TACK COAT	15	15.00	\$3.00	45.00	\$45.00
54	TYPE SP 9.5 WEARING COURSE MIX (2,B)	25	25.00	\$153.00	3,825.00	\$3,825.00
55	TYPE SP 12.5 NON-WEARING COURSE MIX (2, B)	25	25.02	\$153.00	3,825.00	\$3,828.06
56	GRANULAR BACKFILL	500		\$0.01	5.00	
57	AGGREGATE FOUNDATION	75		\$25.00	1,875.00	
58	WASTE COLLECTION AND DISPOSAL ALLOWANCE	1		\$5,000.00	5,000.00	
59	CONSTRUCT LIFT STATION	1	1.00	\$378,875.19	378,875.19	\$378,875.19
60	8" FORCEMAIN PVC PIPE SEWER	170	170.00	\$20.00	3,400.00	\$3,400.00
61	8" PVC SDR-35 PIPE SEWER	27	27.00	\$25.00	675.00	\$675.00
62	8" PVC SDR-26 PIPE SEWER	154	154.00	\$92.00	14,168.00	\$14,168.00
63	8" DIP CL 52 PIPE SEWER (0' - 20')	40	40.00	\$102.50	4,100.00	\$4,100.00
64	8" DIP CL 52 PIPE SEWER (40' - 50')	143	143.00	\$528.50	75,575.50	\$75,575.50
65	8" FUSIBLE PIPE SEWER (THROUGH CASING)	142	142.00	\$34.00	4,828.00	\$4,828.00
66	12" PVC SDR-26 PIPE SEWER (20'-25')	109	109.00	\$76.50	8,338.50	\$8,338.50
67	12" DIP CL 52 PIPE SEWER (20'-30')	52	62.00	\$145.00	7,540.00	\$8,990.00
68	12" DIP CL 52 PIPE SEWER (40'-50')	104	104.00	\$419.00	43,576.00	\$43,576.00
69	30" STEEL CASING PIPE (TRENCHLESS)(SANITARY)	142	142.00	\$715.00	101,530.00	\$101,530.00
70	CONSTRUCT 8" OUTSIDE DROP	14.4	20.00	\$226.00	3,254.40	\$4,520.00
71	CONSTRUCT 12" OUTSIDE DROP	4	2.00	\$900.00	3,600.00	\$1,800.00
72	HYDRANT	2	2.00	\$3,673.00	7,346.00	\$7,346.00
73	6" GATE VALVE & BOX	2	2.00	\$1,175.00	2,350.00	\$2,350.00
74	16" BUTTERFLY GATE VALVE	1	2.00	\$2,761.00	2,761.00	\$5,522.00
75	6" WATERMAIN DUCTILE IRON CL 52	127	31.00	\$36.50	4,635.50	\$1,131.50
76	12" WATERMAIN DUCTILE IRON CL 52	103	283.00	\$64.00	6,592.00	\$18,112.00
77	16" WATERMAIN DUCTILE IRON CL 52	255	397.00	\$83.50	21,292.50	\$33,149.50
78	16" DIP WATERMAIN (THROUGH CASING)	142	142.00	\$87.00	12,354.00	\$12,354.00
79	30" STEEL CASING PIPE (JACKED)(WATERMAIN)	142	142.00	\$485.00	68,870.00	\$68,870.00
80	DUCTILE IRON FITTINGS	1845	4,665.00	\$2.50	4,612.50	\$11,662.50
81	BUTTERFLY VALVE MANHOLE	10	20.60	\$452.00	4,520.00	\$9,311.20
82	48" DIAMETER SANITARY MANHOLE	61.3	78.14	\$158.00	9,685.40	\$12,346.12
83	72" DIAMETER SANITARY MANHOLE	38.8	43.43	\$249.00	9,661.20	\$10,814.07
84	SANITARY MANHOLE SPECIAL	84.6	82.05	\$221.00	18,696.60	\$18,133.05
85	CASTING ASSEMBLY (SANITARY)	7	6.00	\$495.00	3,465.00	\$2,970.00
86	EXTERNAL CHIMNEY SEAL	1	1.00	\$200.00	200.00	\$200.00
87	CONCRETE CURB & GUTTER DESIGN B618	255	198.00	\$22.00	5,610.00	\$4,356.00
88	6" CONCRETE DRIVEWAY PAVEMENT	55	172.00	\$50.00	2,750.00	\$8,600.00
89	TRAFFIC CONTROL	0.5	0.50	\$2,525.00	1,262.50	\$1,262.50
90	SILT FENCE, TYPE MS	2184		\$2.00	4,368.00	
91	SEDIMENT CONTROL LOG TYPE STRAW	100		\$3.50	350.00	
92	ROCK CONSTRUCTION ENTRANCE	2	2.00	\$1,100.00	2,200.00	\$2,200.00
93	STORM WATER MANAGEMENT ALLOWANCE	0.5		\$10,000.00	5,000.00	\$686.31
94	EROSION CONTROL BLANKET CATEGORY 3	200		\$1.50	300.00	
95	RAPID STABILIZATION METHOD 3 (MIX 25-142)	1	1.50	\$2,599.00	2,599.00	\$3,898.50
96	CONIFEROUS TREE 8' HT B&B	39	39.00	\$392.00	15,288.00	\$15,288.00
					913,764.79	\$933,997.50

# Partial Pay Estimate No.10

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

WORK COMPLETED THROUGH August 31, 2016

ITEM NO.	ITEM	Contract Quantity	Quant to date	Unit price	Estimated Amount	Contract Cost to Date
<b>Change Order #1</b>						
97	8" DIP WITH 401 LINING	424	424.00	\$20.47	8,679.28	\$8,679.28
98	12" DIP WITH 401 LINING	1628	1,628.00	\$25.43	41,400.04	\$41,400.04
99	8" MJ DROP TEE - 401 LINING	4	4.00	\$397.87	1,591.48	\$1,591.48
100	12" MH DROP TEE - 401 LINING	2	2.00	\$402.66	805.32	\$805.32
101	8" DIP CL 52 PIPE SEWER (30' - 40')	143	143.00	-\$28.50	-4,075.50	-\$4,075.50
102	12" DIP WATERMAIN (THROUGH CASING)	142	142.00	-\$19.00	-2,698.00	-\$2,698.00
103	BORING PIT LOWERING (WATERMAIN)	1	1.00	\$12,000.00	12,000.00	\$12,000.00
104	RECEIVING PIT LOWERING (WATERMAIN)	1	1.00	\$5,000.00	5,000.00	\$5,000.00
					62,702.62	<b>\$62,702.62</b>
<b>Change Order #3</b>						
105	PORTABLE PRECAST CONC BARRIER DES 8337	200	200.00	\$16.00	3,200.00	\$3,200.00
106	30" HYDRANT EXTENSION	1	1.00	\$7,862.40	7,862.40	\$7,862.40
					11,062.40	<b>\$11,062.40</b>
<b>Change Order #4</b>						
107	LIFT STATION WINTER DRIVEWAY	1	1.00	\$2,314.61	2,314.61	\$2,314.61
					2,314.61	<b>\$2,314.61</b>
<b>Change Order #6</b>						
107	Emergency Dawn Way Storm Sewer Repair	1	1.00	\$167,241.15	167,241.15	\$167,241.15
					167,241.15	<b>\$167,241.15</b>

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

\$2,135,254.90

	Estimated Cost	Contract Cost to Date
Schedule 1	\$1,169,943.69	\$1,127,492.38
Schedule 2	\$913,764.79	\$933,997.50
Original Contract Amount	\$2,083,708.48	
C.O. #1	\$68,081.42	\$62,702.62
C.O. #3	\$11,062.40	\$11,062.40
C.O. #4	\$2,314.61	\$2,314.61
C.O.#6	\$167,241.15	\$167,241.15
Revised Contract Amount	\$2,332,408.06	
Contract Work Completed to Date		\$2,304,810.66
Total Stored Materials to Date		\$120,160.05
Deduction for Stored Materials used		\$120,160.05
Completed Work and Stored Materials		\$2,304,810.66
Retainage (1.5%)		\$34,572.16
Previous Payments		\$2,104,829.95
<b>Amount Due This Payment 10</b>		<b>\$165,408.55</b>



**S.M. Hentges & Sons Inc.**  
 650 Quaker Avenue Jordan, MN 55352  
 952.492.5700 Fax 952.492.5705

C/O Req #	11
Date of Req	8/31/2016
W/O #	n/a

To: Bolton & Menk Inc.  
 Justin Ernst  
 12224 Nicollet Ave  
 Burnsville, MN 55337

Job No.	Job Description	Job Location
15-879	2015-10 NWA Trunk Utility Improvements / 2015-11 NWA 70th Street Lift Station	Inver Grove Heights, MN

**DESCRIPTION OF WORK PERFORMED: Work done - July & August (Dawn Way)**

Following are costs to mobilize and install 36" storm and all street repairs on Dawn Way.

Item	QTY	U/M	Description	Unit Price	Amount
	14.5	HR	Superintendent w/ Pickup & tools	\$138.00	\$2,001.00
	57	HR	Pipe foreman w/ Pickup & tools	\$138.00	\$7,866.00
	16	HR	Curb Foreman w/ Pickup & tools	\$138.00	\$2,208.00
	4.5	HR	Erosion Foreman w/ Pickup & tools	\$138.00	\$621.00
	16.5	HR	Vac Trailer & Operator	\$187.00	\$3,085.50
	51.5	HR	352 Cat Backhoe & Operator	\$254.00	\$13,081.00
	52	HR	950 Cat Loader & Operator	\$180.00	\$9,360.00
	52	HR	C/A 15 Compactor Non operated	\$77.00	\$4,004.00
	19.5	HR	277 Cat Skidsteer Non operated	\$77.00	\$1,501.50
	211.5	HR	Pipelayers	\$84.00	\$17,766.00
	43.25	HR	Tri-Axle Dump & Driver	\$99.00	\$4,281.75
	5.75	HR	Boom Truck & Driver	\$170.00	\$977.50
	5	HR	Pickup & Trailer	\$150.00	\$750.00
	14.25	HR	7 Axle Lowboy & Driver	\$202.00	\$2,878.50
	4	HR	Saw Truck & Rider saw & Operator	\$106.00	\$424.00
	6.5	HR	Concrete 277 Skidsteer & Operator	\$156.00	\$1,014.00
	10.5	HR	Concrete Curb Operator	\$86.00	\$903.00
	4	HR	6300 Gomako Curb Machine & Operator	\$272.00	\$1,088.00
	31.5	HR	Cement Mason	\$93.00	\$2,929.50
	34.5	HR	Cement laborer	\$84.00	\$2,898.00
	24.5	HR	Grading 227 Skidsteer & Operator	\$156.00	\$3,822.00
	14	HR	Laborer	\$84.00	\$1,176.00
	1.5	HR	Cement Mud Truck & Operator	\$150.00	\$225.00
	3	HR	Landscape Laborer	\$84.00	\$252.00
	1	Load	Hydro Seeder	\$1,750.00	\$1,750.00
	18	CY	Pulverized Black dirt	\$15.00	\$270.00
	20	CY	Dump Sod & Black dirt	\$1.00	\$20.00
	64	CY	Dump Black top	\$5.00	\$320.00
	54	CY	Dump Clean Concrete	\$5.00	\$270.00
	46	CY	Dump mixed Concrete & Bituminous	\$8.00	\$368.00
	28	CY	Dump Demolition Debris	\$10.00	\$280.00
	129	CY	Dump Clean Fill	\$4.00	\$516.00
	203.6	CY	Recycle Class 5	\$4.83	\$983.39
	4	EA	Storm castings	\$422.88	\$1,691.52
	304	LF	36" RCP CL3 Pipe	\$76.31	\$23,198.24
	1	LS	MH #1	\$3,482.29	\$3,482.29
	1	LS	MH #2	\$2,678.13	\$2,678.13
	1	LS	MH #3	\$2,142.50	\$2,142.50

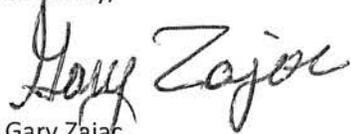
1	LS	MH #4	\$2,934.79	\$2,934.79
1	LS	Steel Plate, haul, cut to size	\$2,500.00	\$2,500.00
1	LS	McNamara paving	\$15,991.36	\$15,991.36
1	LS	Mn Pipe Valve box	\$92.30	\$92.30
1	LS	Home Depot Sac Crete	\$16.68	\$16.68
1	LS	Home Depot Insulation	\$85.10	\$85.10
1	LS	Home Depot Rebar	\$55.48	\$55.48
1	LS	Mn Pipe Valve boxes	\$762.08	\$762.08
1	LS	Home Depot 4" PVC	\$34.80	\$34.80
1	LS	Home Depot Insulation	\$56.73	\$56.73
1	LS	Home Depot Safety fence	\$26.64	\$26.64
1	LS	United Rental Compressor	\$189.71	\$189.71
18	YD	Ready Mix Sand Inverts	\$109.45	\$1,970.10
30.75	YD	Cemstone Ready Mix Curb & Driveways	\$126.62	\$3,893.57

**Total**           \$151,692.65  
 5% Overhead   \$7,584.63  
 5% Profit         \$7,963.86  
**Total Due**     **\$167,241.15**

Please issue a change order for the above amount

Accepting this change order will add \_\_\_\_ additional days to the contract.

Sincerely,



Gary Zajac  
VP of Operations

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

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

**A RESOLUTION AMENDING RESOLUTION NO. 16-121 RELATING TO  
CONTRACTING DURING A SPECIAL EMERGENCY  
(UNDER MINN. STAT. §§ 365.37 AND 415.01)**

**WHEREAS**, on or about June 27, 2016, the City Council passed Resolution No. 16-121 relating to contracting during a special emergency.

**WHEREAS**, Resolution No. 16-121 allowed the City to contract with S.M. Hentges & Sons, Inc. (Hentges) to address the emergency situation.

**WHEREAS**, paragraph number 3 of Resolution No. 16-121 provided as follows:

3. Up to the cumulative total sum of \$100,000, the City Council hereby approves the a contract or contract modification with S.M. Hentges & Sons, Inc. to provide the work, labor and materials on a time and material billing basis for the improvement, repair and remediation work that the City's Director of Public Works outlines and approves to respond to the special emergency.

**WHEREAS**, Hentges has provided the final work with respect to the emergency and the scope and the cost of the work has been reflected in Change Order No. 6 with Hentges.

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

Paragraph number 3 of Resolution No. 16-121 is amended and revised to read as follows:

3. ~~Up to the cumulative total sum of \$100,000~~ As reflected in Change Order No. 6 with Hentges, the City Council hereby approves the a contract or contract modification with S.M. Hentges & Sons, Inc. to provide the work, labor and materials on a time and material billing basis for the improvement, repair and

remediation work that the City's Director of Public Works outlines and approves to respond to the special emergency.

Passed by vote of the City Council of Inver Grove Heights this 26<sup>th</sup> day of September, 2016.

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George Tourville, its Mayor

ATTEST:

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Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70<sup>th</sup> Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

Meeting Date: September 26, 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

*SDT SB*

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: 511 NWA Water Fund and 512 NWA Sewer Fund

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70<sup>th</sup> Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge.

**SUMMARY**

The improvements were ordered as part of the 2015 Capital Improvement Program. The contract was awarded in the amount of \$6,402,333.35 to EJM Pipe Services on April 11, 2016.

Pay Voucher No. 4 is for work that occurred through the end of August for the installation of the trunk sanitary sewer and water main.

I recommend approval of Pay Voucher No. 4, in the amount of \$ 850,470.40 for work on the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70<sup>th</sup> Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

TJK/me  
Attachments: Pay Voucher No. 4

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

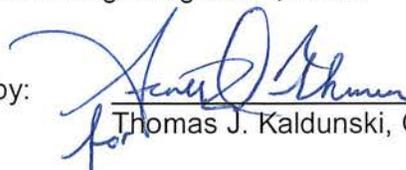
ESTIMATE NO: 4 (Four)  
DATE: September 26, 2016  
PERIOD ENDING: August 31, 2016  
PROJECT NO: 2015-13 NWA Trunk Utility Improvements, Argenta District  
2015-16 Trunk Utilities, Argenta Trail to Blackstone Ridge

TO: EJM Pipe Services  
7807 Lake Drive  
Lino Lakes, MN 55014

Original Contract Amount .....\$6,402,333.35  
Total Addition .....\$0.00  
Total Deduction .....\$0.00  
Total Contract Amount.....\$6,402,333.35  
Total Value of Work to Date (includes stored materials)..... \$2,598,026.84  
Less Retained (5%)..... \$129,901.34  
Less Previous Payment.....\$1,617,655.10  
Total Approved for Payment this Voucher ..... \$850,470.40  
Total Payments including this Voucher.....\$2,468,125.50

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through August 31, 2016.

Signed by:  \_\_\_\_\_ September 26, 2016  
Thomas J. Kaldunski, City Engineer

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
EJM Pipe Services

Signed by: \_\_\_\_\_ September 26, 2016  
George Tourville, Mayor

**Partial Pay Estimate No.:**

2510 NWA TRUNK UTILITY IMPROVEMENTS-ARGENTA DISTRICT  
 2511 NWA 70TH STREET LIFT STATION-ARGENTA DISTRICT  
 CITY OF INVER GROVE HEIGHTS, MINNESOTA  
 BMI PROJECT NO. T18.108658  
**WORK COMPLETED THROUGH AUGUST 31, 2016**

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
<b>SCHEDULE 1</b>								
1	2021.5 MOBILIZATION	\$250,000.00	0.5 LUMP SUM	\$125,000.00	0.35 LUMP SUM	\$87,500.00	0.50 LUMP SUM	\$125,000.00
2	2101.5 CLEARING	\$4,250.00	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50
3	2101.5 CLEARING	\$215.00	20 TREE	\$4,300.00	13 TREE	\$2,795.00	25.00 TREE	\$5,375.00
4	2101.51 GRUBBING	\$4,250.00	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50	0.41 ACRE	\$1,742.50
5	2101.51 GRUBBING	\$215.00	20 TREE	\$4,300.00	13 TREE	\$2,795.00	15.00 TREE	\$3,225.00
6	2103.5 CORN CRIB REMOVAL	\$1,575.00	1 LUMP SUM	\$1,575.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
7	2104.5 REMOVE METAL CULTURT	\$14.00	26 LIN FT	\$364.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
8	2105.52 COMMON BORROW (LV)	\$8.00	3500 CY	\$28,000.00	CY	\$0.00	2,500.00 CY	\$20,000.00
9	2105.6 CONSTRUCT TEMPORARY ACCESS ROAD	\$5,000.00	1 EACH	\$5,000.00	EACH	\$0.00	1.00 EACH	\$5,000.00
10	2105.6 OBSTRUCTION REMOVAL	\$4,500.00	8 EACH	\$36,000.00	1 EACH	\$4,500.00	1.00 EACH	\$4,500.00
11	2118.5 AGGREGATE SURFACING CLASS 2	\$22.00	210 TON	\$4,620.00	54.07 TON	\$1,189.54	70.07 TON	\$1,541.54
12	2123.61 STREET SWEEPER (WITH PICKUP/BROOM)	\$168.00	5 HOUR	\$840.00	HOUR	\$0.00	2.00 HOUR	\$336.00
13	2130.6 WATER USAGE ALLOWANCE	\$5,000.00	0.5 LUMP SUM	\$2,500.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
14	2451.61 GRANULAR BACKFILL	\$0.01	1500 TON	\$15.00	TON	\$0.00	0.00 TON	\$0.00
15	2451.61 AGGREGATE FOUNDATION	\$0.01	690 TON	\$6.90	TON	\$0.00	0.00 TON	\$0.00
16	2476.6 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.5 LS	\$5,000.00	LS	\$0.00	0.00 LS	\$0.00
17	2501.51 15" RC PIPE CULTVERT CLASS V	\$40.00	50 LIN FT	\$2,000.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
18	2501.52 15" RC PIPE APRON	\$887.00	2 EACH	\$1,774.00	EACH	\$0.00	0.00 EACH	\$0.00
19	2503.6 BORING PIT (SANITARY)	\$225,000.00	3 EACH	\$675,000.00	EACH	\$0.00	2.50 EACH	\$562,500.00
20	2503.6 BORING PIT (WATERMAIN)	\$3,500.00	2 EACH	\$7,000.00	EACH	\$0.00	2.00 EACH	\$7,000.00
21	2503.6 8" DIP CL 52 PIPE SEWER (SANITARY)	\$312.00	40 LIN FT	\$12,480.00	54 LIN FT	\$16,848.00	104.00 LIN FT	\$32,448.00
22	2503.6 8" DIP CL 52 PIPE SEWER (WATERMAIN)	\$47.00	40 LIN FT	\$1,880.00	LIN FT	\$0.00	40.00 LIN FT	\$1,880.00
23	2503.6 12" DIP CL 56 PIPE SEWER (SANITARY)	\$63.00	175 LIN FT	\$11,025.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
24	2503.6 12" DIP CL 56 PIPE SEWER (WATERMAIN)	\$462.00	458 LIN FT	\$211,596.00	458 LIN FT	\$211,596.00	458 LIN FT	\$211,596.00
25	2503.6 12" DIP CL 52 PIPE SEWER (60'-60")	\$617.00	132 LIN FT	\$81,444.00	60 LIN FT	\$37,020.00	92.00 LIN FT	\$56,764.00
26	2503.6 12" DIP CL 52 PIPE SEWER (60'-70")	\$780.00	394 LIN FT	\$307,320.00	LIN FT	\$0.00	366.00 LIN FT	\$285,480.00
27	2503.6 12" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$12.00	1138 LIN FT	\$13,656.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
28	2503.6 CONNECT TO EXISTING SANITARY SEWER	\$11,340.00	1 EACH	\$11,340.00	EACH	\$11,340.00	1.00 EACH	\$11,340.00
29	2503.6 CASING PIPE (TRENCHLESS)(SANITARY)	\$650.00	1138 LIN FT	\$739,700.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
30	2503.6 CONSTRUCT 8" OUTSIDE DROP	\$180.00	72 LIN FT	\$12,960.00	40.17 LIN FT	\$7,230.60	49.98 LIN FT	\$8,996.40
31	2503.6 CONSTRUCT 8" OUTSIDE DROP SPECIAL	\$184.00	140 LIN FT	\$25,760.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
32	2504.6 IRRIGATION SERVICE	\$1,785.00	1 LUMP SUM	\$1,785.00	LUMP SUM	\$0.00	0.00 LUMP SUM	\$0.00
33	2504.6 CONNECT TO EXISTING WATER MAIN	\$630.00	1 EACH	\$630.00	EACH	\$0.00	1.00 EACH	\$630.00
34	2504.6 HYDRANT	\$3,759.00	5 EACH	\$18,795.00	EACH	\$0.00	0.00 EACH	\$0.00
35	2504.6 FROST FREE HYDRANT	\$1,050.00	1 EACH	\$1,050.00	EACH	\$0.00	0.00 EACH	\$0.00
36	2504.6 1" CORPORATION STOP	\$142.00	1 EACH	\$142.00	EACH	\$0.00	0.00 EACH	\$0.00
37	2504.6 6" GATE VALVE & BOX	\$1,234.00	5 EACH	\$6,170.00	EACH	\$0.00	0.00 EACH	\$0.00
38	2504.6 16" BUTTERFLY GATE VALVE	\$2,546.00	6 EACH	\$15,276.00	EACH	\$0.00	2.00 EACH	\$5,092.00
39	2504.6 1" CURB STOP & BOX	\$236.00	1 EACH	\$236.00	EACH	\$0.00	0.00 EACH	\$0.00
40	2504.6 1" TYPE K COPPER PIPE	\$20.00	40 LIN FT	\$800.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
41	2504.6 1" TYPE PE PIPE	\$17.00	330 LIN FT	\$5,610.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
42	2504.6 6" WATERMAIN DUCTILE IRON CL 52	\$35.00	70 LIN FT	\$2,450.00	LIN FT	\$0.00	0.00 LIN FT	\$0.00
43	2504.6 16" WATERMAIN DUCTILE IRON CL 52	\$67.00	2141 LIN FT	\$143,447.00	LIN FT	\$0.00	737.00 LIN FT	\$49,379.00
44	2504.6 16" DIP WATERMAIN (THROUGH CASING)	\$87.00	252 LIN FT	\$16,884.00	LIN FT	\$0.00	240.00 LIN FT	\$16,080.00
45	2504.6 CASING PIPE (TRENCHLESS)(WATERMAIN)	\$350.00	252 LIN FT	\$88,360.00	110 LIN FT	\$36,300.00	252.00 LIN FT	\$88,360.00
46	2504.6 BUTTERFLY VALVE MANHOLE	\$758.00	52 LIN FT	\$39,416.00	LIN FT	\$0.00	2.00 LIN FT	\$1,516.00

**Partial Pay Estimate No.:**

2510 NWA TRUNK UTILITY IMPROVEMENTS-ARGENTA DISTRICT  
 2511 NWA 70TH STREET LIFT STATION-ARGENTA DISTRICT  
 CITY OF INVER GROVE HEIGHTS, MINNESOTA  
 BML PROJECT NO. T18-108658  
 WORK COMPLETED THROUGH AUGUST 31, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
47	2504.6 4" POLYSTYRENE INSULATION	\$40.00	300 SY	\$12,000.00	SY	0.00	\$0.00	0.00 SY	\$0.00
48	2504.61 DUCTILE IRON FITTINGS	\$2.10	6500 POUND	\$13,650.00	POUND	700.00	\$0.00	700.00 POUND	\$1,470.00
49	2506.5 48" DIAMETER SANITARY MANHOLE	\$139.00	130 LIN FT	\$18,070.00	LIN FT	58	\$8,062.00	130.00 LIN FT	\$18,070.00
50	2506.5 SANITARY MANHOLE SPECIAL	\$274.00	221 LIN FT	\$60,554.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
51	2506.6 CASTING ASSEMBLY (SANITARY)	\$503.00	6 EACH	\$3,018.00	EACH	2.00	\$0.00	2.00 EACH	\$1,006.00
52	2506.6 EXTERNAL CHIMNEY SEAL	\$257.00	6 EACH	\$1,542.00	EACH	2.00	\$0.00	2.00 EACH	\$514.00
53	2533.51 PORTABLE PRECAST CONC BARRIER DES 8337	\$17.00	325 LIN FT	\$5,525.00	LIN FT	60.00	\$0.00	60.00 LIN FT	\$1,020.00
54	2533.51 RELOCATE PORT PRECAST CONC BAR DES 8337	\$6.30	325 LIN FT	\$2,047.50	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
55	2550.6 MARKING POST	\$74.00	17 EACH	\$1,258.00	EACH	0.00	\$0.00	0.00 EACH	\$0.00
56	2557.6 CONSTRUCTION FENCE	\$4.20	1425 LIN FT	\$5,985.00	LIN FT	400.00	\$1,680.00	400.00 LIN FT	\$1,680.00
57	2563.6 TRAFFIC CONTROL	\$25,000.00	1 LUMP SUM	\$25,000.00	LUMP SUM	0.20	\$0.00	0.20 LUMP SUM	\$5,000.00
58	2573.5 SILT FENCE, TYPE MS	\$2.10	4300 LIN FT	\$9,030.00	LIN FT	2621	\$5,504.10	2,621.00 LIN FT	\$5,504.10
59	2573.6 ROCK CONSTRUCTION ENTRANCE	\$1,050.00	4 EACH	\$4,200.00	EACH	2	\$2,100.00	2.00 EACH	\$2,100.00
60	2573.9 STORM WATER MANAGEMENT ALLOWANCE	\$10,000.00	0.5 LUMP SUM	\$5,000.00	LUMP SUM	0.00	\$0.00	0.00 LUMP SUM	\$0.00
61	2575.52 EROSION CONTROL BLANKET CATEGORY 3	\$2.10	250 SY	\$525.00	SY	0.00	\$0.00	0.00 SY	\$0.00
62	2575.54 HYDRAULIC BONDED FIBER MATRIX	\$4,305.00	2.75 ACRE	\$11,838.75	ACRE	0.00	\$0.00	0.00 ACRE	\$0.00
63	2575.57 RAPID STABILIZATION METHOD 3 (MIX 25-142)	\$3,256.00	3.5 ACRE	\$11,396.00	ACRE	0.00	\$0.00	0.00 ACRE	\$0.00
<b>TOTAL SCHEDULE 1</b>				<b>\$2,862,431.15</b>					<b>\$1,538,688.04</b>
<b>SCHEDULE 2</b>									
1	2021.5 MOBILIZATION	\$250,000.00	0.5 LUMP SUM	\$125,000.00	0.35 LUMP SUM	0.50	\$87,500.00	0.50 LUMP SUM	\$125,000.00
2	2101.5 CLEARING	\$3,255.00	2.07 ACRE	\$6,737.85	2.07 ACRE	2.07	\$6,737.85	2.07 ACRE	\$6,737.85
3	2101.51 GRUBBING	\$3,255.00	2.07 ACRE	\$6,737.85	2.07 ACRE	2.07	\$6,737.85	2.07 ACRE	\$6,737.85
4	2105.6 OBSTRUCTION REMOVAL	\$4,500.00	14 EACH	\$63,000.00	EACH	10.00	\$0.00	10.00 EACH	\$45,000.00
5	2118.5 AGGREGATE SURFACING CLASS 2	\$22.00	100 TON	\$2,200.00	TON	0.00	\$0.00	0.00 TON	\$0.00
6	2130.6 WATER USAGE ALLOWANCE	\$5,000.00	0.5 LUMP SUM	\$2,500.00	LUMP SUM	0.00	\$0.00	0.00 LUMP SUM	\$0.00
7	2451.61 GRANULAR BACKFILL	\$0.01	500 TON	\$5.00	ACRE	0.00	\$0.00	0.00 ACRE	\$0.00
8	2476.6 WASTE COLLECTION AND DISPOSAL ALLOWANCE	\$10,000.00	0.5 LS	\$5,000.00	ACRE	0.00	\$0.00	0.00 ACRE	\$0.00
9	2503.6 BORING PIT (SANITARY)	\$215,000.00	7 EACH	\$1,505,000.00	EACH	1.3	\$279,500.00	2.90 EACH	\$623,500.00
10	2503.6 8" DIP CL 52 PIPE SEWER (SANITARY)	\$70.00	20 LIN FT	\$1,400.00	TON	0.00	\$0.00	0.00 TON	\$0.00
11	2503.6 12" DIP CL 56 PIPE SEWER (SANITARY)	\$59.00	300 LIN FT	\$17,700.00	LUMP SUM	0.00	\$0.00	0.00 LUMP SUM	\$0.00
12	2503.6 10" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$15.00	1027 LIN FT	\$15,405.00	TON	0.00	\$0.00	0.00 TON	\$0.00
13	2503.6 12" PVC SDR 26 PIPE SEWER (THROUGH CASING)	\$21.00	1438 LIN FT	\$30,198.00	LS	0.00	\$0.00	0.00 LS	\$0.00
14	2503.6 CASING PIPE (TRENCHLESS)(SANITARY)	\$650.00	2465 LIN FT	\$1,602,250.00	EACH	374.00	\$0.00	374.00 EACH	\$243,100.00
15	2503.6 CONSTRUCT 8" OUTSIDE DROP	\$202.00	28 LIN FT	\$5,656.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
16	2503.6 CONSTRUCT 8" OUTSIDE DROP SPECIAL	\$177.00	60 LIN FT	\$10,620.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
17	2506.5 SANITARY MANHOLE SPECIAL	\$314.00	282 LIN FT	\$88,548.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
18	2506.52 CASTING ASSEMBLY (SANITARY)	\$503.00	6 EACH	\$3,018.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
19	2506.6 EXTERNAL CHIMNEY SEAL	\$152.00	6 EACH	\$912.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
20	2550.6 MARKING POST	\$74.00	6 EACH	\$444.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
21	2557.6 CONSTRUCTION FENCE	\$4.20	100 LIN FT	\$420.00	LIN FT	100.00	\$420.00	100.00 LIN FT	\$420.00
22	2573.5 SILT FENCE, TYPE MS	\$2.10	7975 LIN FT	\$16,747.50	LIN FT	2701	\$5,672.10	4,211.00 LIN FT	\$8,843.10
23	2573.6 ROCK CONSTRUCTION ENTRANCE	\$1,050.00	2 EACH	\$2,100.00	EACH	0.00	\$0.00	0.00 EACH	\$0.00
24	2573.9 STORM WATER MANAGEMENT ALLOWANCE	\$10,000.00	0.5 LUMP SUM	\$5,000.00	EACH	0.00	\$0.00	0.00 EACH	\$0.00
25	2575.52 EROSION CONTROL BLANKET CATEGORY 3	\$2.10	250 SY	\$525.00	EACH	0.00	\$0.00	0.00 EACH	\$0.00
26	2575.57 RAPID STABILIZATION METHOD 3 (MIX 25-142)	\$3,254.00	7 ACRE	\$22,778.00	LIN FT	0.00	\$0.00	0.00 LIN FT	\$0.00
<b>TOTAL SCHEDULE 2</b>				<b>\$3,539,902.20</b>					<b>\$1,059,338.80</b>
<b>TOTAL AMOUNT:</b>				<b>\$6,402,333.35</b>			<b>\$826,513.04</b>		<b>\$2,598,026.84</b>

**Partial Pay Estimate No.:**

4

2510 NWA TRUNK UTILITY IMPROVEMENTS-ARGENTA DISTRICT  
 2511 NWA 70TH STREET LIFT STATION-ARGENTA DISTRICT  
 CITY OF INVER GROVE HEIGHTS, MINNESOTA  
 BMI PROJECT NO. T18-108658

WORK COMPLETED THROUGH AUGUST 31, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
								Estimated Cost to Date
					Schedule 1	\$2,862,431.15	\$1,538,688.04	
					Schedule 2	\$3,539,902.20	\$1,059,338.80	
					Original Contract Amount	\$6,402,333.35		
					Contract Work Completed to Date	\$2,598,026.84		
					Retainage (5%)	\$129,901.34		
					Previous Payments	\$1,617,655.10		
					Amount Due This Payment 4	\$850,470.40		

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09B – Sealcoat**

Meeting Date: September 26, 2016  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572 *SWD*  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SA SB*

**Fiscal/FTE Impact:**

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund (440); Sealcoat Escrow for Argenta Hills 3<sup>rd</sup> Addition

**PURPOSE/ACTION REQUESTED**

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09B – Sealcoat.

**SUMMARY**

The improvements were ordered as part of the 2016 Pavement Management Program. The contract was awarded in the amount of \$391,597.89 to Pearson Bros., Inc. on April 25, 2016 for City Project No. 2016-09B – Sealcoat.

The contractor has completed the work through August 31, 2016 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 1 for a deduction of \$40,524.84, which results in a final contract amount of \$351,073.05, Final Pay Voucher No. 1 in the amount of \$351,073.05, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-09B – Sealcoat.

TJK/nwh

- Attachments: Final Compensating Change Order No. 1  
 Final Pay Voucher No. 1  
 Engineer's Final Report  
 Resolution Accepting Work

**FINAL COMPENSATING CHANGE ORDER NO. 1**

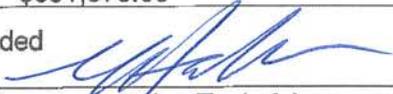
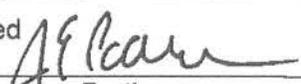
**2016 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2016-09B  
SEALCOATING**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 26, 2016
Contractor: Pearson Brothers 11079 Lamont Avenue N.E. Hanover, MN 55341	Engineer: City Engineer

**PURPOSE OF CHANGE ORDER**

Final compensating amount to balance value of work completed and total payments made to the contractor. Accounts for miscellaneous decreases in contract quantities listed in the final payment voucher form.

Total Value of Work Completed to Date	\$351,073.05
Contract Amount to Date	\$391,597.89
<b>Compensating Change Order Amount (Decrease)</b>	<b>-\$40,524.84</b>

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$391,597.89	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$391,597.89	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$40,524.84	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$351,073.05	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By:  Pearson Brothers

Approved By:

Approved By:

Date of Council Action:

  
For Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

September 26, 2016

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: One (1) FINAL  
DATE: September 26, 2016  
PERIOD ENDING: August 31, 2016  
CONTRACT: 2016 Pavement Management Program  
PROJECT NO: 2016-09B Sealcoat

TO: Pearson Bros., Inc.  
11079 Lamont Ave N.E.  
Hanover, MN 55341-4063

Original Contract Amount .....\$391,597.89  
Total Addition.....\$0.00  
Total Deduction (Change Order No. 1)..... (\$40,524.84)  
Total Contract Amount.....\$351,073.05  
Total Value of Work to Date.....\$351,073.05  
Less Retained (0%) .....\$0.00  
Less Previous Payment.....\$0.00  
Total Approved for Payment this Voucher .....\$351,073.05  
Total Payments including this Voucher.....\$351,073.05

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through August 31, 2016.

Signed by: for Steven W Dodge Asst. City Engineer September 26, 2016  
Thomas J. Kaldunski, City Engineer

Signed by: JF Pearson 9/14/2016  
Pearson Bros., Inc. Date

Signed by: \_\_\_\_\_ September 26, 2016  
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2016-09B  
SEALCOAT

September 26, 2016

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Pearson Bros., Inc. The work consisted of seal coating.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	\$391,597.89
CHANGE ORDERS	(\$40,524.84)
FINAL CONTRACT AMOUNT	\$351,073.05
FINAL VALUE OF WORK	\$351,073.05
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$351,073.05

Sincerely,



*For* Thomas J. Kaldunski, P.E.  
City Engineer

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

**RESOLUTION ACCEPTING WORK OF PEARSON BROS., INC. AND AUTHORIZING FINAL  
PAYMENT IN THE AMOUNT OF \$351,073.05**

**2016 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2016-09B – SEALCOAT**

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

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated April 25, 2016, Pearson Bros., Inc. satisfactorily completed improvements and appurtenances for the 2016 Pavement Management Program, City Project No. 2016-09B – Sealcoat.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:** That the work completed under this contract is hereby accepted and approved, and

**BE IT FURTHER RESOLVED:** That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 26<sup>th</sup> day of September 2016.

AYES:

NAYS:

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

ATTEST:

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

**PAYMENT #1 FINAL**  
**2016 PAVEMENT MANAGEMENT PROGRAM**  
**SEALCOAT PROJECT**  
**City Project # 2016-09B**

Item No.	Base Bid Schedule 1 (Area 1)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	5.0	1.0	\$ 75.00	\$ 375.00	\$ 75.00
2	Seal Coating (FA-2 Class A)	SY	4730.0	2969.7	\$ 0.65	\$ 3,074.50	\$ 1,930.31
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	1514.0	873.7	\$ 2.67	\$ 4,042.38	\$ 2,332.78
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Schedule 1 (Area 1) Subtotal</b>						<b>\$ 8,141.88</b>	<b>\$ 4,988.08</b>

Item No.	Base Bid Schedule 2 (Area 2)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	40.0	19.1	\$ 75.00	\$ 3,000.00	\$ 1,432.50
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	3000.0	2743.0	\$ 2.00	\$ 6,000.00	\$ 5,486.00
3	Seal Coating (FA-2 Class A)	SY	57445.0	55684.7	\$ 0.65	\$ 37,339.25	\$ 36,195.06
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	17233.0	16592.7	\$ 2.67	\$ 46,012.11	\$ 44,302.51
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
6	Linear Markings 4" Width Latex Solid White	LF	12000.0	11401.0	\$ 0.22	\$ 2,640.00	\$ 2,508.22
7	Linear Markings 4" Width Latex Double Yellow	LF	5700.0	5584.0	\$ 0.44	\$ 2,508.00	\$ 2,456.96
8	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Schedule 2 Subtotal</b>						<b>\$ 98,149.36</b>	<b>\$ 93,031.24</b>

Item No.	Base Bid Schedule 3 (Area 3)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	10.0	4.5	\$ 75.00	\$ 750.00	\$ 337.50
2	Seal Coating (FA-2 Class A)	SY	14828.0	13067.7	\$ 0.65	\$ 9,638.20	\$ 8,494.01
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	4497.0	3856.7	\$ 2.67	\$ 12,006.99	\$ 10,297.39
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
5	Pavement Message (Left/Thru Turn Arrow) Latex	EA	2.0	4.0	\$ 100.00	\$ 200.00	\$ 400.00
6	Pavement Message (Right Turn Arrow) Latex	EA	2.0	2.0	\$ 100.00	\$ 200.00	\$ 200.00
7	Pavement Message (ONLY) Latex	EA	2.0	2.0	\$ 100.00	\$ 200.00	\$ 200.00
8	Linear Markings 4" Width Latex Solid White	LF	270.0	216.0	\$ 0.22	\$ 59.40	\$ 47.52
9	Linear Markings 4" Width Latex Double Yellow	LF	500.0	780.0	\$ 0.44	\$ 220.00	\$ 343.20
10	Linear Markings 12" Width Latex Solid White	LF	240.0	211.0	\$ 0.50	\$ 120.00	\$ 105.50
11	Linear Markings 24" Width Latex Solid White	LF	40.0	35.0	\$ 1.00	\$ 40.00	\$ 35.00
12	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Schedule 3 Subtotal</b>						<b>\$ 24,084.59</b>	<b>\$ 21,110.11</b>

Item No.	Base Bid Schedule 4 (Area 4)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	5.0	1.8	\$ 100.00	\$ 500.00	\$ 180.00
2	Seal Coating (FA-2 Class A)	SY	7062.0	5301.7	\$ 0.65	\$ 4,590.30	\$ 3,446.11
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	2118.0	1477.7	\$ 2.67	\$ 5,655.06	\$ 3,945.46
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1.0	1.0	\$ 600.00	\$ 600.00	\$ 600.00
<b>Schedule 4 Subtotal</b>						<b>\$ 11,445.36</b>	<b>\$ 8,271.56</b>

Item No.	Base Bid Schedule 5 (Area 5)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	20.0	9.1	\$ 75.00	\$ 1,500.00	\$ 682.50
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	650.0	393.0	\$ 2.00	\$ 1,300.00	\$ 786.00
3	Seal Coating (FA-2 Class A)	SY	28315.0	26554.7	\$ 0.65	\$ 18,404.75	\$ 17,260.56
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	8899.0	8258.7	\$ 2.67	\$ 23,760.33	\$ 22,050.73
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
6	Linear Markings 4" Width Latex Double Yellow	LF	4500.0	4396.0	\$ 0.44	\$ 1,980.00	\$ 1,934.24
7	Linear Markings 4" Width Latex Broken Yellow	LF	650.0	570.0	\$ 0.22	\$ 143.00	\$ 125.40
8	Linear Markings 4" Width Latex Solid Yellow	LF	1680.0	1680.0	\$ 0.22	\$ 369.60	\$ 369.60
9	Linear Markings 4" Width Latex Solid White	LF	15000.0	14934.0	\$ 0.22	\$ 3,300.00	\$ 3,285.48
10	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Schedule 5 Subtotal</b>						<b>\$ 51,407.68</b>	<b>\$ 47,144.50</b>

**Base Bid (Schedules 1-5) Total: \$ 193,228.87 \$ 174,545.51**

Item No.	Bid Alternate A	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	35.0	11.5	\$ 75.00	\$ 2,625.00	\$ 862.50
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	4200.0	3943.0	\$ 2.00	\$ 8,400.00	\$ 7,886.00
3	Seal Coating (FA-2 Class A)	SY	35280.0	33519.7	\$ 0.65	\$ 22,932.00	\$ 21,787.81
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	12701.0	12060.7	\$ 2.67	\$ 33,911.67	\$ 32,202.07
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
6	Pavement Message (Left Turn Arrow) Latex	EA	4.0	2.0	\$ 100.00	\$ 400.00	\$ 200.00
7	Pavement Message (AHEAD) Latex	EA	4.0	4.0	\$ 200.00	\$ 800.00	\$ 800.00
8	Pavement Message (STOP) Latex	EA	4.0	4.0	\$ 200.00	\$ 800.00	\$ 800.00
9	Linear Markings 4" Width Latex Double Yellow	LF	6890.0	6632.0	\$ 0.44	\$ 3,031.60	\$ 2,918.08
10	Linear Markings 4" Width Latex Solid Yellow	LF	230.0	230.0	\$ 0.22	\$ 50.60	\$ 50.60
11	Linear Markings 4" Width Latex Solid White	LF	890.0	109.0	\$ 0.22	\$ 195.80	\$ 23.98
12	Linear Markings 4" Width Latex Broken White	LF	2610.0	2490.0	\$ 0.22	\$ 574.20	\$ 547.80
13	Linear Markings 12" Width Latex Solid White	LF	600.0	523.0	\$ 3.00	\$ 1,800.00	\$ 1,569.00
14	Linear Markings 24" Width Latex Solid White	LF	130.0	174.0	\$ 2.40	\$ 312.00	\$ 417.60
15	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Alternate A Total</b>						<b>\$ 76,482.87</b>	<b>\$ 70,715.43</b>

Item No.	Bid Alternate B	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	5.0	1.0	\$ 75.00	\$ 375.00	\$ 75.00
2	Seal Coating (FA-2 Class A)	SY	4334.0	2573.7	\$ 0.65	\$ 2,817.10	\$ 1,672.91
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	1473.0	832.7	\$ 2.67	\$ 3,932.91	\$ 2,223.31
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Alternate B Total</b>						<b>\$ 7,775.01</b>	<b>\$ 4,621.21</b>

Item No.	Bid Alternate C	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	20.0	5.2	\$ 75.00	\$ 1,500.00	\$ 390.00
2	Bituminous Material for Fog Seal (CSS-1h)	GAL	650.0	393.0	\$ 2.00	\$ 1,300.00	\$ 786.00
3	Seal Coating (FA-2 Class A)	SY	16970.0	15209.7	\$ 0.65	\$ 11,030.50	\$ 9,886.31
4	Bituminous Material for Seal Coat (CRS-2P)	GAL	5430.0	4789.7	\$ 2.67	\$ 14,498.10	\$ 12,788.50
5	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
6	Pavement Message (Left Turn Arrow) Latex	EA	2.0	0.0	\$ 100.00	\$ 200.00	\$ -
7	Pavement Message (Right Turn Arrow) Latex	EA	6.0	6.0	\$ 100.00	\$ 600.00	\$ 600.00
8	Linear Markings 4" Width Latex Solid White	LF	9100.0	8262.0	\$ 0.22	\$ 2,002.00	\$ 1,817.64
9	Linear Markings 4" Width Latex Solid Yellow	LF	1000.0	1000.0	\$ 0.22	\$ 220.00	\$ 220.00
10	Linear Markings 4" Width Latex Double Yellow	LF	3670.0	3280.0	\$ 0.45	\$ 1,651.50	\$ 1,476.00
11	Crosswalk Marking Paint White Latex	SF	120.0	0.0	\$ 6.00	\$ 720.00	\$ -
12	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Alternate C Total</b>						<b>\$ 34,372.10</b>	<b>\$ 28,614.44</b>

Item No.	Bid Alternate D	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	20.0	9.0	\$ 75.00	\$ 1,500.00	\$ 675.00
2	Seal Coating (FA-2 Class A)	SY	27974.0	26213.7	\$ 0.65	\$ 18,183.10	\$ 17,038.91
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	9512.0	8871.7	\$ 2.67	\$ 25,397.04	\$ 23,687.44
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Alternate D Total</b>						<b>\$ 45,730.14</b>	<b>\$ 42,051.34</b>

Item No.	Bid Alternate E	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	15.0	6.6	\$ 75.00	\$ 1,125.00	\$ 495.00
2	Seal Coating (FA-2 Class A)	SY	20693.0	18932.7	\$ 0.65	\$ 13,450.45	\$ 12,306.26
3	Bituminous Material for Seal Coat (CRS-2P)	GAL	7035.0	6394.7	\$ 2.67	\$ 18,783.45	\$ 17,073.85
4	Seal Coat Test Strip	EA	1.0	1.0	\$ 100.00	\$ 100.00	\$ 100.00
5	Traffic Control	LS	1.0	1.0	\$ 550.00	\$ 550.00	\$ 550.00
<b>Alternate E Total</b>						<b>\$ 34,008.90</b>	<b>\$ 30,525.10</b>

**Subtotal (Alternates A-E):** \$ 198,369.02 \$ 176,527.54

**Total Base Bid + Alternates A-E:** \$ 391,597.89 \$ 351,073.05

<b>Original Contract Amount:</b>	\$ 391,597.89
<b>Change Order No. 1:</b>	\$ (40,524.84)
<b>Current Contract Amount:</b>	\$ 351,073.05

<b>Contract Work Completed to Date:</b>	\$ 351,073.05
<b>Retainage (0%):</b>	\$ -
<b>Previous Payment:</b>	\$ -
<b>Amount due this Final Payment #1:</b>	\$ 351,073.05

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 3 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)**

Meeting Date: September 26, 2016  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**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 Fund, Sewer Fund, Agreements, 511 Water Fund

*SWD*  
*SWD*

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 3 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

**SUMMARY**

The improvements were ordered as part of the 2016 Pavement Management Program. The contract was awarded in the amount of \$2,027,467.80 to Park Construction Company, on May 9, 2016 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail). Change Order No. 1 reduced certain bid quantities on the project for a revised total contract of \$1,909,480.20.

I recommend approval of Pay Voucher No. 3, in the amount of \$405,480.07 for work on City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

TJK/nh

Attachments: Pay Voucher No. 3

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

ESTIMATE NO: 3 (Three)  
DATE: September 26, 2016  
PERIOD ENDING: August 31, 2016  
CONTRACT: 2016 Pavement Management Program  
PROJECT NO: 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).

TO: Park Construction Company  
1481 81st Ave NE  
Minneapolis, MN 55432

Original Contract Amount .....\$2,027,467.80  
Total Addition (Change Order No. 3) .....\$22,630.88  
Total Deduction (Change Order No. 1) .....(\$117,987.60)  
Total Contract Amount.....\$1,932,111.08  
Total Value of Work to Date.....\$1,546,193.15  
Less Retained (5%) .....\$77,309.66  
Less Previous Payment .....\$1,063,403.42  
Total Approved for Payment this Voucher.....\$405,480.07  
Total Payments including this Voucher .....\$1,468,883.49

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through August 31, 2016.

Signed by:  September 26, 2016  
*TJK* Thomas J. Kaldunski, City Engineer

Signed by: \_\_\_\_\_ Date  
Park Construction Company.

Signed by: \_\_\_\_\_ September 26, 2016  
George Tourville, Mayor

PAYMENT DETAIL LIST

Contract: CP 2016-09D, CP 2016-10, and CP 2015-12  
 Owner: City of Inver Grove Heights  
 Projects: 60th Street Area Reconstruction  
 60th Street Area Utility Improvements  
 (Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)  
 KHA Job No: 160509026

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
2	2031.501	FIELD OFFICE	LUMP SUM	1.00		\$ 8,800.00	\$ 8,800.00	\$ -
3	2101.501	CLEARING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
4	2101.502	CLEARING	TREE	15.00	11.00	\$ 264.00	\$ 3,960.00	\$ 2,904.00
5	2101.506	GRUBBING	ACRE	0.35	0.35	\$ 11,700.00	\$ 4,095.00	\$ 4,095.00
6	2101.507	GRUBBING	TREE	15.00	11.00	\$ 176.00	\$ 2,640.00	\$ 1,936.00
7	2104.501	REMOVE WIRE FENCE	LIN FT	53.00	53.00	\$ 16.50	\$ 874.50	\$ 874.50
8	2104.501	REMOVE CURB AND GUTTER	LIN FT	8700.00	6540.00	\$ 3.15	\$ 27,405.00	\$ 20,601.00
9	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	632.00	\$ 7.85	\$ 7,889.25	\$ 4,981.20
10	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1510.00	897.00	\$ 7.00	\$ 10,570.00	\$ 6,279.00
11	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	14200.00	13295.00	\$ 2.75	\$ 39,050.00	\$ 36,561.25
12	2104.523	SALVAGE SIGN TYPE C	EACH	7.00	7.00	\$ 46.40	\$ 324.80	\$ 324.80
13	2105.501	COMMON EXCAVATION (P)	CU YD	15879.00	15879.00	\$ 13.40	\$ 212,778.60	\$ 212,778.60
14	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	1000.00		\$ 17.20	\$ 17,200.00	\$ -
15	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	12500.00	10250.00	\$ 22.70	\$ 283,750.00	\$ 232,675.00
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	19000.00	15220.00	\$ 1.50	\$ 28,500.00	\$ 22,830.00
17	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	75.00		\$ 129.00	\$ 9,675.00	\$ -
18	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1.00		\$ 3,500.00	\$ 3,500.00	\$ -
19	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	4580.00	8046.33	\$ 14.60	\$ 66,868.00	\$ 117,476.42
20	2211.501	AGGREGATE BASE (CV) CLASS 5 (100% CRUSHED LIMESTONE)	TON	7600.00		\$ 20.90	\$ 15,884.00	\$ -
21	2211.609	STABILIZING AGGREGATE	TON	100.00		\$ 43.30	\$ 4,330.00	\$ -
22	2232.604	EDGE MILL BITUMINOUS SURFACE	SQ YD	175.00		\$ 4.35	\$ 761.25	\$ -
23	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	1600.00		\$ 63.70	\$ 101,920.00	\$ -
24	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3.C)	TON	1600.00	1533.64	\$ 58.60	\$ 93,760.00	\$ 89,871.30
25	2360.604	TYPE SP 9.5 WEARING COURSE MIX (2.E) (DRIVEWAY MIX)	TON	350.00	196.00	\$ 162.00	\$ 56,700.00	\$ 31,752.00
26	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00		\$ 16.30	\$ 1,630.00	\$ -
27	2501.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5.00	3.00	\$ 735.00	\$ 3,675.00	\$ 2,205.00
28	2502.501	4" PRECAST CONCRETE HEADWALL	EACH	1.00	1.00	\$ 276.00	\$ 276.00	\$ 276.00
29	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCLAR KNIT FILTER SOCK	LIN FT	7000.00	7000.00	\$ 7.70	\$ 53,900.00	\$ 53,900.00
30	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00		\$ 15,000.00	\$ 15,000.00	\$ -
31	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	7000.00	6409.00	\$ 12.60	\$ 88,200.00	\$ 80,753.40
32	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1005.00	699.00	\$ 46.40	\$ 46,632.00	\$ 32,433.60
33	2531.601	DECORATIVE DRIVEWAY ALLOWANCE	LUMP SUM	1.00	0.11	\$ 10,000.00	\$ 10,000.00	\$ 1,100.00
34	2531.602	PEDESTRIAN CURB RAMP	EACH	1.00	1.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	200.00	103.00	\$ 18.60	\$ 3,720.00	\$ 1,915.80
36	2531.603	CONCRETE RIBBON CURB	LIN FT	160.00	290.00	\$ 16.50	\$ 2,640.00	\$ 4,785.00
37	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00		\$ 15,000.00	\$ 15,000.00	\$ -
38	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00	1.00	\$ 6,010.00	\$ 6,010.00	\$ 6,010.00
39	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00		\$ 15,000.00	\$ 15,000.00	\$ -

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
40	2564.531	SIGN PANELS TYPE C	SQ FT	66.00	51.00	\$ 87.70	\$ 5,788.20	\$ 4,472.70
41	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	2.00	2.00	\$ 155.00	\$ 310.00	\$ 310.00
42	2572.505	TREE PRUNING	HOUR	5.00		\$ 235.00	\$ 1,175.00	\$ -
43	2573.502	SILT FENCE, TYPE MS	LIN FT	900.00	454.00	\$ 2.10	\$ 1,890.00	\$ 953.40
44	2573.530	STORM DRAIN INLET PROTECTION	EACH	31.00	25.00	\$ 168.00	\$ 5,208.00	\$ 4,200.00
45	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	750.00	600.00	\$ 3.15	\$ 2,362.50	\$ 1,890.00
46	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00		\$ 1,960.00	\$ 1,960.00	\$ -
47	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$ 2,630.00	\$ 2,630.00	\$ 2,630.00
48	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1.00	1.00	\$ 9,120.00	\$ 9,120.00	\$ 9,120.00
49	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00		\$ 10,000.00	\$ 10,000.00	\$ -
50	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	1500.00		\$ 31.60	\$ 47,400.00	\$ -
51	2575.511	MULCH MATERIAL TYPE 1	TON	4.50		\$ 342.00	\$ 1,539.00	\$ -
52	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1.00		\$ 990.00	\$ 990.00	\$ -
53	2575.605	RAPID STABILIZATION METHOD TYPE 2 MOD	ACRE	0.25		\$ 842.00	\$ 210.50	\$ -
54	2575.605	SEED MIXTURE 25-151	ACRE	1.90		\$ 316.00	\$ 600.40	\$ -
55	2575.608	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	6850.00		\$ 1.60	\$ 10,960.00	\$ -
56	2331.603	JOINT ADHESIVE (MASTIC)	LIN FT	7160.00		\$ 0.57	\$ 4,081.20	\$ -
57	2557.603	TEMPORARY ORANGE CONSTRUCTION FENCE	LIN FT	300.00	123.00	\$ 7.10	\$ 2,130.00	\$ 873.30

Schedule A Subtotal: \$ 1,476,608.20 \$ 1,099,083.27

Schedule: B  
Description: CP 2016-09D Storm Sewer Improvements

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	425.00	306.00	\$ 16.20	\$ 6,885.00	\$ 4,957.20
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	6.00	7.00	\$ 352.00	\$ 2,112.00	\$ 2,464.00
3	2105.501	COMMON EXCAVATION (P)	CU YD	987.00	987.00	\$ 30.70	\$ 30,300.90	\$ 30,300.90
4	2501.602	15" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 844.00	\$ 844.00	\$ 844.00
5	2501.602	24" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
6	2501.602	36" RC PIPE ARPON AND TRASH GUARD	EACH	1.00	1.00	\$ 2,020.00	\$ 2,020.00	\$ 2,020.00
7	2503.542	15" RC PIPE SEWER DES 3006 CL V	LIN FT	779.00	525.00	\$ 36.50	\$ 28,433.50	\$ 19,162.50
8	2503.542	18" RC PIPE SEWER DES 3006 CL V	LIN FT	166.00	166.00	\$ 38.50	\$ 6,391.00	\$ 6,391.00
9	2503.542	24" RC PIPE SEWER DES 3006 CL III	LIN FT	314.00	314.00	\$ 42.00	\$ 13,188.00	\$ 13,188.00
10	2503.542	24" RC PIPE SEWER DES 3006 CL IV	LIN FT	90.00	90.00	\$ 46.50	\$ 4,185.00	\$ 4,185.00
11	2503.542	36" RC PIPE SEWER DES 3006 CL IV	LIN FT	83.00	83.00	\$ 76.70	\$ 6,366.10	\$ 6,366.10
12	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4.00	4.00	\$ 882.00	\$ 3,528.00	\$ 3,528.00
13	2503.602	BULKHEAD EXISTING STORM SEWER	EACH	3.00	7.00	\$ 309.00	\$ 927.00	\$ 2,163.00
14	2506.502	CONST DRAINAGE STRUCTURE DES 2' X 3' CB	EACH	6.00	5.00	\$ 1,710.00	\$ 10,260.00	\$ 8,550.00
15	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	15.00	12.00	\$ 2,570.00	\$ 38,550.00	\$ 30,840.00
16	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	4.00	4.00	\$ 3,870.00	\$ 15,480.00	\$ 15,480.00
17	2506.602	OUTLET CONTROL STRUCTURE	EACH	1.00	1.00	\$ 4,140.00	\$ 4,140.00	\$ 4,140.00
18	2511.501	RANDOM RIPRAP CLASS IV	CU YD	39.00	42.00	\$ 90.60	\$ 3,533.40	\$ 3,805.20
19	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	104.00	104.00	\$ 2.10	\$ 218.40	\$ 218.40
20	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	116.00	43.20	\$ 213.00	\$ 24,708.00	\$ 9,201.60
21	2575.605	SEED MIXTURE 33-261	ACRE	0.10	0.10	\$ 426.00	\$ 42.60	\$ 42.60
22	2575.605	SEED MIXTURE 34-181	ACRE	0.10		\$ 445.00	\$ 44.50	\$ -
23	2575.605	SEED MIXTURE 36-211	ACRE	0.15	0.15	\$ 480.00	\$ 72.00	\$ 72.00

Schedule B Subtotal: \$ 203,529.40 \$ 169,219.50

Schedule: C

Description: CP 2016-09D Rain Garden Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2411.602	LIMESTONE SPLASH BLOCK	EACH	3.00		\$ 158.00	\$ 474.00	\$ -
2	2502.541	4" PERF PVC PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LIN FT	90.00		\$ 4.20	\$ 378.00	\$ -
3	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT	EACH	6.00		\$ 22.10	\$ 132.60	\$ -
4	2504.602	4" KNIFE VALVE & BOX	EACH	3.00		\$ 82.10	\$ 246.30	\$ -
5	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	3.00		\$ 3,230.00	\$ 9,690.00	\$ -
6	2540.603	LANDSCAPE EDGER - PLASTIC	LIN FT	120.00		\$ 9.50	\$ 1,140.00	\$ -
7	2571.618	RAIN GARDEN PREPARATION, SAND AND BEDDING	SQ FT	600.00		\$ 10.50	\$ 6,300.00	\$ -
8	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SQ FT	50.00		\$ 31.60	\$ 1,580.00	\$ -

Schedule C Subtotal:

\$ 19,940.90

\$ -

Schedule: D

Description: CP 2016-10 Watermain Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2103.507	DISCONNECT WATER SERVICE	EACH	8.00		\$ 294.00	\$ 2,352.00	\$ -
2	2104.501	REMOVE WATER MAIN	LIN FT	30.00	47.00	\$ 29.40	\$ 882.00	\$ 1,381.80
3	2104.501	REMOVE WATER SERVICE	EACH	8.00	3.00	\$ 588.00	\$ 4,704.00	\$ 1,764.00
4	2104.523	SALVAGE HYDRANT AND VALVE	EACH	8.00	9.00	\$ 294.00	\$ 2,352.00	\$ 2,646.00
5	2211.609	CRUSHED ROCK PIPE BEDDING	TON	25.00		\$ 26.40	\$ 660.00	\$ -
6	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	4.00	6.00	\$ 1,050.00	\$ 4,200.00	\$ 6,300.00
7	2504.602	REMOVE AND REPLACE GATE VALVE BOLTS	EACH	4.00	4.00	\$ 1,590.00	\$ 6,360.00	\$ 6,360.00
8	2504.602	WATERMAIN OFFSET	EACH	1.00	1.00	\$ 2,840.00	\$ 2,840.00	\$ 2,840.00
9	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	5.00		\$ 834.00	\$ 4,170.00	\$ -
10	2504.602	CURB STOP AND BOX	EACH	8.00	3.00	\$ 453.00	\$ 3,624.00	\$ 1,359.00
11	2504.602	HYDRANT AND GATE VALVE	EACH	9.00	9.00	\$ 5,360.00	\$ 48,240.00	\$ 48,240.00
12	2504.602	RECONNECT WATER SERVICE	EACH	8.00		\$ 335.00	\$ 2,680.00	\$ -
13	2504.602	ADJUST GATE VALVE	EACH	4.00	4.00	\$ 281.00	\$ 1,124.00	\$ 1,124.00
14	2504.602	1" CORPORATION STOP	EACH	8.00	3.00	\$ 394.00	\$ 3,152.00	\$ 1,182.00
15	2504.602	CUT IN 6" GATE VALVE	EACH	3.00	3.00	\$ 2,490.00	\$ 7,470.00	\$ 7,470.00
16	2504.602	ADJUST CURB STOP	EACH	34.00	2.00	\$ 245.00	\$ 8,330.00	\$ 490.00
17	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	30.00	47.00	\$ 77.80	\$ 2,334.00	\$ 3,656.60
18	2504.603	1" TYPE K COPPER PIPE	LIN FT	350.00	142.00	\$ 27.70	\$ 9,695.00	\$ 3,933.40
19	2504.604	4" POLYSTYRENE INSULATION	SQ YD	50.00	8.00	\$ 39.80	\$ 1,990.00	\$ 318.40
20	2504.608	DUCTILE IRON FITTINGS	POUND	1000.00	600.00	\$ 3.95	\$ 3,950.00	\$ 2,370.00

Schedule D Subtotal:

\$ 121,109.00

\$ 91,435.20

Schedule: E

Description: CP 2016-10 Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	84.00	84.00	\$ 14.70	\$ 1,234.80	\$ 1,234.80
2	2104.501	REMOVE SEWER SERVICE	EACH	1.00		\$ 883.00	\$ 883.00	\$ -
3	2104.602	SALVAGE CASTING AND RINGS (SANITARY)	EACH	13.00	13.00	\$ 141.00	\$ 1,833.00	\$ 1,833.00
4	2211.609	CRUSHED ROCK PIPE BEDDING	TON	25.00		\$ 48.50	\$ 1,212.50	\$ -
5	2503.511	8" DUCTILE IRON PIPE SEWER CL 52	LIN FT	84.00	84.00	\$ 70.20	\$ 5,896.80	\$ 5,896.80
6	2503.511	8" PVC PIPE SEWER SDR 35	LIN FT	50.00	50.00	\$ 40.50	\$ 2,025.00	\$ 2,025.00
7	2503.602	CONNECT TO EXISTING MANHOLE	EACH	4.00	5.00	\$ 882.00	\$ 3,528.00	\$ 4,410.00
8	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	15.00		\$ 261.00	\$ 3,915.00	\$ -
9	2503.602	INSTALL NEW RINGS AND CASTING	EACH	4.00		\$ 567.00	\$ 2,268.00	\$ -
10	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	6.00	2.00	\$ 588.00	\$ 3,528.00	\$ 1,176.00
11	2503.602	RECONSTRUCT SANITARY MANHOLE	EACH	9.00	7.00	\$ 597.00	\$ 5,373.00	\$ 4,179.00
12	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	6.00	3.00	\$ 1,760.00	\$ 10,560.00	\$ 5,280.00
13	2503.602	SANITARY SEWER UMBRELLAS	EACH	15.00	15.00	\$ 379.00	\$ 5,685.00	\$ 5,685.00
14	2506.602	SANITARY SEWER MANHOLE 48"	EACH	2.00	2.00	\$ 2,470.00	\$ 4,940.00	\$ 4,940.00

Schedule E Subtotal:

\$ 52,882.10 \$ 36,659.60

Schedule: F

Description: CP 2015-12 NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail) Phase 1

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.501	CLEARING	ACRE	0.10	0.10	\$ 11,700.00	\$ 1,170.00	\$ 1,170.00
2	2101.502	CLEARING	TREE	2.00	10.00	\$ 264.00	\$ 528.00	\$ 2,640.00
3	2101.506	GRUBBING	ACRE	0.10	0.10	\$ 11,700.00	\$ 1,170.00	\$ 1,170.00
4	2101.507	GRUBBING	TREE	2.00	10.00	\$ 176.00	\$ 352.00	\$ 1,760.00
5	2118.501	AGGREGATE SURFACING CLASS 2	TON	200.00		\$ 30.50	\$ 6,100.00	\$ -
6	2504.602	16" BUTTERFLY GATE VALVE	EACH	1.00	1.00	\$ 3,140.00	\$ 3,140.00	\$ 3,140.00
7	2504.602	HYDRANT AND GATE VALVE	EACH	1.00	1.00	\$ 5,350.00	\$ 5,350.00	\$ 5,350.00
8	2504.603	16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1085.00	1085.00	\$ 64.30	\$ 69,765.50	\$ 69,765.50
9	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	10.00		\$ 87.30	\$ 873.00	\$ -
10	2504.603	BUTTERFLY VALVE MANHOLE	LIN FT	8.00	8.00	\$ 917.00	\$ 7,336.00	\$ 7,336.00
11	2504.604	4" POLYSTYRENE INSULATION	SQ YD	90.00	18.00	\$ 39.80	\$ 3,582.00	\$ 716.40
12	2504.608	DUCTILE IRON FITTINGS	POUND	4000.00	2750.00	\$ 3.80	\$ 15,200.00	\$ 10,450.00
13	2550.602	MARKING POST	EACH	1.00		\$ 97.90	\$ 97.90	\$ -
14	2573.502	SILT FENCE, TYPE MS	LIN FT	2280.00	3119.00	\$ 2.10	\$ 4,788.00	\$ 6,549.90
16	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	150.00	545.00	\$ 3.15	\$ 472.50	\$ 1,716.75
17	2575.605	SEED MIXTURE 35-221	ACRE	2.20	1.10	\$ 445.00	\$ 979.00	\$ 489.50
18	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	225.00	125.82	\$ 17.50	\$ 3,937.50	\$ 2,201.85
19	2574.525	BOULEVARD TOPSOIL BORROW	CU YD	80.00		\$ 31.60	\$ 2,528.00	\$ -
20	2575.560	HYDRAULIC BONDED FIBER MATRIX	POUND	7700.00		\$ 1.60	\$ 12,320.00	\$ -

Schedule F Subtotal:

\$ 139,689.40 \$ 114,455.90

Alternate: 1  
 Description: CP 2015-12 63rd Street Sanitary Sewer Extension

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	64.00	64.00	\$ 41.70	\$ 2,668.80	\$ 2,668.80
2	2503.602	CONNECT TO EXISTING MANHOLE	EACH	1.00	1.00	\$ 1,460.00	\$ 1,460.00	\$ 1,460.00
3	2506.602	FORCEMAIN DISCHARGE MANHOLE	EACH	1.00	1.00	\$ 9,580.00	\$ 9,580.00	\$ 9,580.00

Alternate 1 Subtotal: \$ 13,708.80 \$ 13,708.80

**COST SUMMARY**

Contract: CP 2016-09D, CP 2016-10, and CP 2015-12  
 Owner: City of Inver Grove Heights  
 Projects: 60th Street Area Reconstruction  
 60th Street Area Utility Improvements  
 (Phase 1) NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail)

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	CP 2016-09D Street Improvements	\$ 1,476,608.20	\$ 1,099,083.27
B	CP 2016-09D Storm Sewer Improvements	\$ 203,529.40	\$ 169,219.50
C	CP 2016-09D Rain Garden Improvements	\$ 19,940.90	\$ -
D	CP 2016-10 Watermain Improvements	\$ 121,109.00	\$ 91,435.20
E	CP 2016-10 Sanitary Sewer Improvements	\$ 52,882.10	\$ 36,659.60
F	CP 2015-12 NWA Trunk Watermain Improvements - 65th Street Loop (Argenta Trail to Babcock Trail) Phase 1	\$ 139,689.40	\$ 114,455.90
Alt 1	CP 2015-12 63rd Street Sanitary Sewer Extension	\$ 13,708.80	\$ 13,708.80
<b>Total Base Cost Plus Alternate 1</b>		<b>\$ 2,027,467.80</b>	<b>\$ 1,524,562.27</b>

Change Order No. 1	\$ (117,987.60)
Change Order No. 2 (Phasing Only)	\$ -
Change Order No. 3	\$ 22,630.88
Deductions Per Contract	\$ (1,000.00)

<b>Total Contract Amount</b>	<b>\$ 1,932,111.08</b>
Contract Work Completed To Date	\$ 1,546,193.15
Retainage	\$ 77,309.66
Previous Payments	\$ 1,063,403.42
Amount Due This Partial Payment #3	\$ 405,480.07

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Accept Proposal from Total Control Systems, Inc. for Foresthaven Sanitary Lift Station Modification**

Meeting Date: September 26, 2016  
 Item Type: Consent  
 Contact: Dan Helling, 651.450.2565  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SST*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Accept Proposal from Total Control Systems, Inc. for Foresthaven Sanitary Lift Station Modification.

**SUMMARY**

The Utilities Division has received proposals for the Foresthaven Sanitary Lift Station Modification. Mr. Helling's attached memo provides the background information. I recommend approval of the proposal from Total Control Systems, Inc. with funding from the approved Sewer Budget (502.51.7200.514.80030).

SDT/kf  
 Attachment: Memo from Dan Helling  
 Quotes



## MEMORANDUM

TO : Scott Thureen

FROM : Dan Helling

SUBJECT : **Forest Haven Lift Station Modification**

DATE : September 14, 2016

---

The Forest Haven Lift Station was installed in 1987 and serves 39 homes in the Forest Haven and Majestic Woodlands development. At the time of the original installation single phase power was and is still used throughout the entire development. To operate the lift station, controls were designed to convert single phase power to three phase power. During the past few years, failures have been happening much more frequently due to the antiquated controls that are presently being used. Modification of these controls is necessary to eliminate these failures.

Attached are the results of three quotations received on Wednesday, August 31, 2016 for the modification of the Forest Haven Lift Station. This modification is being done to convert the existing controls by adding Variable Frequency Drives (drives to convert 1-phase power to 3-phase power). Based on these three quotations, the Inver Grove Heights Utility Division and the engineering firm of Short, Elliot and Hendrickson recommend award the work to Total Control Systems in the amount of \$39,924.00.

The funds for this project are in the approved 2016 Sewer budget (502.51.7200.514.80030).



Building a Better World  
for All of Us®

September 13, 2016

RE: City of Inver Grove Heights, Minnesota  
Forest Haven Lift Station  
SEH No. INVER 138041

Dan Helling  
Utility Superintendent  
City of Inver Grove Heights, Minnesota  
8168 Barbara Ave.  
Inver Grove Heights, MN 55077

On Wednesday, August 31, 2016 three quotations were received for the above-referenced project. The results are summarized below in order of low quote. The low quote was submitted by Total Control Systems, Inc. in the amount of \$39,924.00.

	<b>Contractors</b>	<b>Total Quote</b>
1.	Total Control Systems, Inc.	\$39,924.00
2.	Automatic Systems Co.	\$43,556.00
3.	In Control, Inc.	\$62,132.00

In reliance on our experience with Total Control System, Inc. and/or materials and information they have provided, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which they quoted. SEH makes no representation or warranty as to the actual financial viability of this contractor or its ability to complete its work.

Accordingly, we recommend the project be awarded to Total Control Systems, Inc. in the amount of \$39,924.00, based on their Total Quote.

Sincerely,

Miles B. Jensen, PE  
Project Manager | Regional Practice Center Leader

bjw

s:\j\frid\129130\Bidding dox\wtp no.3 filter drain pump award rec letter 12314.docx



Total Control Systems, Inc  
38841 Nyman Drive NE  
PO Box 40  
Stanchfield, MN 55080-0040  
Phone 320-396-4442 / Fax 320-396-4443

August 31, 2016 Rev A

To: SEH Re: Inver Grove Heights, Minnesota –Forest Haven Lift station panel

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**Total Control Systems, Inc. (TCS)** proposes to provide services and equipment in accordance to the project plans and specifications to meet the full functional intent of the specifications that were received.

240v single phase service power with 10hp 3phase pumps

Including:

- Sewage Lift station control panel and modifications
- Main breaker /Transfer sw.200 amp (SE rating)
- NEMA 3R 2 door Stainless steel enclosure 60wx42hx12d
- Inner doors
- Enclosure legs and skirts with louvers (SS) 18"
- Incoming power terminal block
- Pump circuit breakers
- Control circuit breakers
- Hand-Off-Auto switches, oil tight, 30 mm
- Pushbutton switches, oil tight, 30mm
- Lamps, LED, oil tight, 30mm
- Condensation heater/fan, 400 watt
- Enclosure Ventilation Fan and Thermostat
- Air Conditioner Stainless Steel
- Air Conditioner Breaker
- Starters, VFD's Allen Bradley Powerflex 523 20 hp
- Lightning arrestor (TVSS)
- Relays
- GFI receptacle rated at 15 amps
- Generator receptacle 100 amp (Reuse)
- Control power TVSS
- Uninterruptible power supply (UPS)
- 24 v power supply
- Allen-Bradley Micrologix 1400 equipment
- Allen Bradley Panelview plus 7 4"
- Backup float controller
- Elapsed time meters (2)
- RTU outlet
- Intrinsic Barriers
- RF cable
- RF lightning arrestor
- Reuse Radio and Antenna
- Electrical Permit
- Concrete Pad for panel
- Demolition of equipment per spec.
- Disconnects for pumps

Installation of new panel  
All conduit and wiring modifications per spec  
Panel PLC and HMI programming  
Master PLC program modifications  
Existing SCADA modifications  
Testing and commissioning  
Documentation

Price for the Lift Station control panel and install package: **\$39,924.00**  
**Submittals 1 week from receipt of acceptable order**  
**Panel and work 4-6 weeks from approval**

Does **not** include:

Sales Tax (Exempt with City's Certificate)  
Any Bonds  
Hand holes  
Meter sockets/Cold sequence disconnects  
Grounding materials  
Underground warning tape  
Decorative Antenna Poles/masts

- We acknowledge receipt of Addendum No .
- Terms are Net 30 days from invoice date. No retainage allowed. A 1.5% charge per month added to any past due balance. Price may be dependent on past credit history.
- This quote/proposal valid for 60 days.
- Work to commence after receipt of an acceptable written purchase order acknowledging acceptance of our terms.
- F.O.B. job-site.
- Start-up service/training, documentation and equipment adjustment is included as specified.
- TCSI does not accept any liquidated damages.
- ALL PANELS FURNISHED BY TCS WILL HAVE A UL 508 SERIALIZED OR UL698A ENCLOSED INDUSTRIAL CONTROL PANEL RELATING TO HAZARDOUS LOCATIONS WITH INTRINSICALLY SAFE CIRCUIT EXTENSIONS LABEL, AS REQUIRED.

If you have any questions regarding our proposal, please contact our office. We look forward to working with you on this project.

Sincerely,  
**TOTAL CONTROL SYSTEMS, INC.**

Al Doberstein  
AD/lb



**AUTOMATIC SYSTEMS CO.**

TO: Mr. Dan Helling  
8168 Barbara Avenue South  
Inver Grove Heights, MN.

QUOTATION/  
PROPOSAL NO: ASC083116AB

DATE: August 31, 2016

SUBJECT: Forest Haven Lift Station  
City of Inver Grove Heights, MN.

F.O.B.: Factory Frt. allowed to jobsite.

APPROVAL DRAWINGS: 4-8 Weeks from receipt of an acceptable order.

BID DATE: August 31, 2016

SHIPMENT: 14-16 Weeks from receipt of approval.

QUOTATION  
EXPIRES: 45 Days

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## QUOTATION/PROPOSAL

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This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Automatic Systems Co.; Ames, Iowa; and written acceptance of your order by Automatic Systems Co. and/or the manufacturer(s) involved as follows:

### WE ARE PLEASED TO PROVIDE THE FOLLOWING EQUIPMENT AND SERVICES IN ACCORDANCE WITH SPEC SECTIONS:

- 26 00 00 GENERAL PROVISIONS FOR ELECTRICAL SYSTEMS
- 26 05 01 ELECTRICAL DEMOLITION
- 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES
- 26 05 33 RACEWAYS & BOXES FOR ELECTRICAL SYSTEMS
- 40 90 00 INSTRUMENTATION AND CONTROL PROCESS SYSTEMS

A One (1) **Duplex Lift Station Control Panel**, 120/240Vac, 1ph., UL508/913 labeled, service entrance rated & labeled, Nema 3R, stainless steel, insulated, free standing with vented skirts for mounting at the Forest Haven Lift Station above grade in place of the existing above panel.

Proposed panel will eliminate existing controls above grade and below grade, once complete all motor starters and associated controls will be above grade.

Proposed panel shall be complete with meter socket, 100Amp Main Breaker for 1-phase Utility Power and 100Amp Emergency Breaker for 3-phase Generator Power both breakers mechanically interlocked, lightning arrester, power failure relay, control power transformer, two (2) Variable Frequency Drives (drives to convert 1-phase to 3-phase), Air Conditioner,

MANUFACTURERS REPRESENTATIVES	•	CONTROLS	•	MECHANICAL EQUIPMENT
■ MAIN OFFICE:	P.O. BOX 120359	ST. PAUL, MINNESOTA 55112	PHONE 651-631-9005	(FAX) 651-631-0027
□ BRANCH OFFICE:	P.O. BOX 787	AMES, IOWA 50010	PHONE 515-232-4770	(FAX) 515-232-0795
□ BRANCH OFFICE:		CHICAGO, ILLINOIS	PHONE 815-927-3386	(FAX) 651-631-0027

# AUTOMATIC SYSTEMS CO.

MANUFACTURERS REPRESENTATIVE

PROPOSAL NO.:ASC083116AB

DATE: August 31, 2016

PAGE: 2

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## QUOTATION/PROPOSAL

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Micrologic Programmable Logic Controller, Panelview 400 Operator Interface Module, MDS SS Radio, antenna system, (reuse existing radio and antenna system), thermostatically controlled panel heaters, relays, timers, indicator lights for "pump running" "VFD failure" & "common alarm", HOA selector switches, feeder breakers, intrinsically safe relays and seal/motor hot relays (pump seal/motor hot relays supplied by pump supplier).

Proposed equipment shall be sized for two (2) 10 hp lift station pumps.

Proposed panel includes Float Back Up control option to operate upon transducer or PLC failure. High level alarm will activate back up float control and will remain in float back up control until reset by pressing the float back up reset push button. While in float backup mode the lead pump will operate between the high and low level floats.

### Proposed panel shall include the following:

- One (1) **Section of heliaxal cable & connectors** for connection of antenna to the control panel.
  - One (1) **100Amp 4 pole Generator Receptacle** mounted to the side of the lift station control panel.
- B One (1) **Floor Flood Float Switch** for installation next to the floor below grade.
- C Two (2) **Disconnect Switches, 60Amp, 3P, HD, NF, Nema 1** for installation in the dry well.
- D One (1) **Day startup, calibration and training services.**
- E Seven (7) Sets of **Approval Drawings/Data** fully coordinated with primary elements, motor control equipment and autosensory equipment.
- F Four (4) Copies of Complete Installation, **Operation, Maintenance Manuals.**
- G One (1) **Lot of Electrical Installation** to include the following:
- Electrical Permit & Inspection fees
  - Coordination with Electrical Utility (Electrical Utility fees by City)
  - Remove above grade control panel.
  - Set new control panel in place of existing panel.
  - Remove below grade motor starters and associated controls.

**AUTOMATIC SYSTEMS CO.**

MANUFACTURERS REPRESENTATIVE

PROPOSAL NO.:ASC083116AB

DATE: August 31, 2016

PAGE: 3

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**QUOTATION/PROPOSAL**  
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- Extend existing concrete for extending conduits into new control panel.
- Reroute conduits from below grade panels to above grade panels.
- Reuse existing floats switches and submersible transducer in wetwell and run conduit to new above grade control panel.
- Reuse existing meter socket, service disconnect switch, manual transfer switch, and generator receptacle located on back side of wooden strut and run power into and under slab into panel (Power is brought up through the bottom of the panel).
- Mount new floor flood float switch in dry and connect to new control panel.
- Reuse existing antenna mast, antenna and coax.
- Run conduit and wire to below grade pump, utilize existing conduits as necessary.
- Mount Floor Float Flood Switch in below grade can, install conduit and wire to above grade control panel.
- All power and control wire & cabling to be provided by ASC

Your net price for Items A through G, FOB factory with <b>freight allowed</b> to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment)..... <b><u>\$43,556.00 Plus tax.</u></b>
--

The above price for Items A through G **does not** include any:

- **Sales or use taxes.**
- Pole or antenna mast for mounting antenna (we are proposing a conduit mast).
- Radio or antenna (reuse existing).
- Submersible level transducer or float switches (reuse existing).
- Temperature Switch & Emergency Push Button Switch (not required).
- Meter Socket (reuse existing).
- Generator Receptacle (reuse existing).
- Manual Transfer Switch (reuse existing).
- Service Entrance Disconnect (reuse existing).
- Pumps, motors, guide rails, pump cables, pump motor hot/seal fail modules or pump accessories of any kind.
- Bond costs or license fees.
- Electric Utility Co. Fees (by City, if any).
- Labor, or any other materials that may be required for installation not necessary detailed above.

**AUTOMATIC SYSTEMS CO.**

MANUFACTURERS REPRESENTATIVE

PROPOSAL NO.:ASC083116AB

DATE: August 31, 2016

PAGE: 4

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**QUOTATION/PROPOSAL**  
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WE WISH TO POINT OUT:

OUR TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE OR DATE OF SHIPMENT, WHICH EVER COMES FIRST UNLESS STARTUP SERVICE IS REQUIRED PRIOR TO THE EXPIRATION OF THE 30 DAYS, IN WHICH CASE PAYMENT IS DUE IN FULL PRIOR TO STARTUP, WITH NO RETAINAGE ALLOWED! ANY BALANCE REMAINING DUE 31 DAYS BEYOND THE INVOICE DATE WILL BE SUBJECT TO A 1.5 PERCENT MONTHLY SERVICE FEE UNTIL PAID.

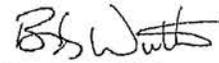
AUTOMATIC SYSTEMS CO. SHALL NOT BE HELD RESPONSIBLE FOR, OR SHALL ACCEPT ANY BACKCHARGES FOR LIQUIDATED DAMAGES RESULTING FROM FAILURE OF THE CONTRACTOR TO COMPLETE THE PROJECT CONTRACT ON TIME, OR ANY EXTRA ENGINEERING COSTS NECESSITATED BY THE CONTINUANCE OF WORK BEYOND THE SPECIFIED COMPLETION DATE. AUTOMATIC SYSTEMS CO. ANTICIPATES DELIVERY OF APPROVAL DRAWINGS AND MATERIAL/EQUIPMENT IN ACCORDANCE WITH THE PERIODS STATED ON PAGE 1 OF THIS PROPOSAL. MATERIAL SUPPLIERS/MANUFACTURERS HAVE BEEN EXTENDING DELIVERY SCHEDULES WITHOUT PRIOR NOTICE. AUTOMATIC SYSTEMS CO. CANNOT ASSUME ANY RESPONSIBILITY FOR DELAYS DUE TO THE UNAVAILABILITY OF MATERIAL OR EQUIPMENT WHICH IS BEYOND OUR CONTROL.

UNLESS STATED OTHERWISE, THE WARRANTY PERIOD FOR MECHANICAL AND/OR ELECTRICAL EQUIPMENT COVERED BY THIS QUOTATION SHALL BE 1 YEAR FROM DATE OF STARTUP, NOT TO EXCEED 18 MONTHS FROM DATE OF SHIPMENT. EXTENDED WARRANTIES ARE AVAILABLE AND WILL BE QUOTED ON REQUEST. THE WARRANTY PERIOD INCLUDED IN THE ABOVE SELL PRICES FOR MECHANICAL AND/OR ELECTRICAL EQUIPMENT EXPRESSLY EXCLUDES THOSE ITEMS NORMALLY CONSUMED IN SERVICE.

EXAMPLES: SEALS, PACKING, OIL, GREASE, LIGHT BULBS, FUSES, ETC.

Respectfully submitted,

AUTOMATIC SYSTEMS CO.



By Bruce Wirth

To expedite handling and confirmation, you may sign below and forward as your order for the equipment quoted above.

Items Ordered \_\_\_\_\_ Total Net Price \_\_\_\_\_

Customer Firm Name \_\_\_\_\_

Authorized By \_\_\_\_\_ Purchase Order No. \_\_\_\_\_

Prices quoted do not include state and/or use taxes of any kind.

# Proposal



August 31, 2016  
Page 1 of 3

To: Inver Grove Heights

From: John Kurtti

Re: Forest Haven Lift Station  
City of Inver Grove Heights  
Inver Grove Heights, MN

Dear Sirs:

We are pleased to provide for your consideration our formal quotation for material and services on the above-referenced project. Per the plans and specifications provided by SEH of St. Paul, MN.

<b>LIFT STATION</b>	<b>QUANTITY</b>
<u>Section</u> – We shall provide per the following sections: <ul style="list-style-type: none"><li>• 26 00 00</li><li>• 26 05 01</li><li>• 26 05 19</li><li>• 26 05 33</li><li>• 40 90 00</li></ul>	<u>1 Lot</u>
<u>Plans</u> – We shall provide per the following plans: <ul style="list-style-type: none"><li>• E1</li><li>• E2</li><li>• E3</li><li>• E4</li></ul>	<u>1 Lot</u>
<u>Electrical Contractor</u> – We shall provide an electrical contractor per the plans and specifications.	<u>1 Lot</u>

**IN - Control, inc.**

10350 Jamestown Street NE  
Blaine, MN 55449

Phone: (763) 783-9500  
Fax: (763) 783-9502

The price for all items above is **\$62,132.00** net total **including** sales and use taxes. Freight is included. FOB shipping point.

Thank you for your consideration of our offer and for the opportunity to serve you.

Regards

John Kurtti  
Sales and Marketing

**Terms and condition on Next Page:**

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and IN CONTROL, INC. ("IN CONTROL").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within thirty (30) days of Order receipt. Acceptance will be based on compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between IN CONTROL and Purchaser, supersede all prior negotiations, discussions and dealings and may not be modified or rescinded except by a writing signed by both Purchaser and IN CONTROL.
2. **TERMINATION** – If the Purchaser chooses to terminate this Order, the Purchaser will pay to IN CONTROL reasonable and proper cancellation charges, which may include a reasonable and customary profit only on Goods and Services accepted to date of receipt of the notice of cancellation.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment obtained in any such action or proceeding.
4. **COUNTERPARTS** - This Order may be executed in any number of counterparts, and each such counterpart will be deemed to be an original instrument.
5. **INDEMNIFICATION** - Purchaser will indemnify IN CONTROL and its customers and hold them harmless from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any Goods or Services furnished by Seller pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
6. **LIMITATIONS OF LIABILITY** - In no event will IN CONTROL be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.
7. **LIQUIDATED DAMAGES** – Unless otherwise agreed to in writing between the Purchaser and IN CONTROL, IN CONTROL will not accept liquidated damages.
8. **NONWAIVER** - The failure by IN CONTROL to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of IN CONTROL thereafter to enforce each and every such provision.
9. **PAYMENT TERMS** - The payment terms are net thirty (30) days after invoice date. If an invoice dispute arises, the Purchaser will notify IN CONTROL within ten (10) days of receipt of invoice. The undisputed amount of the invoice will be paid within the payment terms. All reasonable attempts will be made between both parties to resolve the disputed portions of the invoice within the payment terms.
10. **REMEDIES** - Remedies herein reserved to IN CONTROL will be cumulative, and in addition to any other or further remedies provided in law or equity.
11. **TRANSPORTATION** - Unless otherwise specified, all deliveries from IN CONTROL will be F.O.B. factory, freight prepaid.
12. **WARRANTY** - IN CONTROL warrants that the Goods and Services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications, drawings, or samples and are suitable for their intended purpose(s). The warranty from IN CONTROL will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. IN CONTROL reserves the right to terminate warranty should the Purchaser's account be in arrears.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Proposal for Professional Services for Feasibility Study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail**

Meeting Date: September 26, 2016  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: 

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Capital Improvement Revolving Fund (408)

**PURPOSE/ACTION REQUESTED**

Approve proposal for professional services for feasibility study for City Project No. 2016-19 – 65th Street between Trunk Highway 3 and Babcock Trail.

**SUMMARY**

Staff is recommending that the subject feasibility study be completed now for a number of reasons.

The feasibility study for 65th Street between Trunk Highway 3 and Argenta Trail is nearly complete. One of the outstanding issues is the alignment at its intersection with Trunk Highway 3. Development concepts for property on the east side of T.H. 3 (Nichols property) could affect that recommendation. The subject study would look at potential alignments for 65th Street that would pass through or by the Nichols property.

The City also received a concept for development of the Kladek parcel. The 65th Street alignment could affect this parcel. In addition, staff was recently contacted by representatives from the Sandkamp parcel in regard to 65th Street and, the Lund property is for sale. Staff feels it would be prudent to expedite the study for these reasons.

We requested, and received, a proposal from WSB & Associates, Inc. to prepare a feasibility study for the project. WSB is currently preparing the feasibility study for 65th Street from T.H. 3 to Argenta Trail.

I recommend that the City Council approve the proposal in the amount of \$19,000. Funding for the study would come from the Capital Improvement Revolving Fund (408). The fund would be reimbursed once a project advances.

SDT/kf

Attachment: Proposal  
Map of study area



September 20, 2016

Mr. Scott Thureen  
Public Works Director  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**Re: Request for Authorization to  
Provide Professional Services for Feasibility Study  
65th Street Improvements  
Between Trunk Highway 3 and Babcock Trail**

Dear Mr. Thureen:

This letter is a scope of work for the feasibility study of the 65th Street improvements between Trunk Highway 3 (Robert Trail South) and Babcock Trail (CSAH 73) in the northwest area of the City of Inver Grove Heights.

WSB will work with City staff to further evaluate the feasibility of extending a Community Collector roadway system in the Northwest Expansion Area from Robert Trail South to Babcock Trail. The Community Collector street system will be evaluated for the roadway segment mentioned above beginning with the outcomes established in the "Northwest Area Collector Street Plan" final report. Additionally, two new alignments will be evaluated considering conceptual development layouts known as Nichols, and Kadlek, the respective parcel owners.

The feasibility study will include the following:

- Discuss briefly the current alignment background and history
- Explore two additional alignment options including:
  - Review current conceptual development plans for Nichols & Kladek Parcels
  - Prepare Plan and Profiles meeting State Aid Requirements
  - Prepare Earthwork Summaries
  - Prepare Detailed Costs
- Executive Summary, Background Information, Existing Conditions, Proposed Conditions, Conclusions and Recommendations
- Location Map, Typical Section, and Roadway Profile Exhibits
- Financing and Other Funding Source Opportunities
- Project Cost and Schedule

This proposal represents our complete understanding of the work needed to complete the feasibility study as requested. The total cost for the described work above is **\$19,000**.

Mr. Scott Thureen  
September 20, 2016  
Page 2

We appreciate the opportunity to share this proposal with you, and look forward to working with the City of Inver Grove Heights on this project. If you are in agreement with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

Please contact me at (612)214-7053 or [breifsteck@wsbeng.com](mailto:breifsteck@wsbeng.com) if you have any questions regarding this proposal. Thank you.

Sincerely,

**WSB & Associates, Inc.**



Brad A. Reifsteck, PE  
Sr. Project Manager

BR/jmh

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**ACCEPTED BY: CITY OF INVER GROVE HEIGHTS, MINNESOTA**

**The City of Inver Grove Heights hereby accepts the WSB & Associates, Inc. proposal to complete the Feasibility Study on an hourly basis not to exceed \$19,000 for the services outlined above.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Design Service Project Fees**  
**Feasibility Study - 65th Street Improvements (Robert Trail to Babcock Trail)**  
 City of Inver Grove Heights, Minnesota

Description	Estimated Hours					Total Hours	Cost
	Principal	Sr. Project Mgr.	Project Engineer	GIS Specialist	Office Technician		
<b>I. Project Management (time included within specific phases)</b>							
<b>II. Feasibility Study</b>							
A. Review Northwest Area Study	4	2				2	\$ 886.00
B. Meetings (2)		4	2		2	8	\$ 892.00
C. Feasibility Report		1			6	7	\$ 575.00
Executive Summary		2	2			4	\$ 472.00
Background Information		2	2			4	\$ 472.00
Existing Conditions		2	2			4	\$ 472.00
Proposed Conditions - 2 options							
Roadway		4	24			28	\$ 2,924.00
Utility Coordination			6			6	\$ 594.00
Storm Sewer Improvements		4	32			36	\$ 3,716.00
Conclusion and Recommendations		4				4	\$ 548.00
Financing and Other Funding Source Opportunities	4	4	8			12	\$ 1,952.00
Project Cost and Schedule		2	16			18	\$ 1,858.00
D. Report Exhibits		2	4			6	\$ 670.00
Project Location Map				1		1	\$ 86.00
65th Street Proposed Plan Improvements				8		8	\$ 688.00
65th Street Proposed Profile Improvements				8		8	\$ 688.00
65th Street Drainage Improvements				16		16	\$ 1,376.00
65th Street Typical Section				1		1	\$ 86.00
<b>Deliverable: 2 Bound hard copies + electronic pdf of Final Report</b>							
<i>Meetings include 2 meetings with City Staff</i>							
<b>Grand Total All Phases</b>	<b>8</b>	<b>33</b>	<b>98</b>	<b>34</b>	<b>8</b>	<b>173</b>	<b>\$ 18,955.00</b>
<b>Hourly Rates</b>	\$153.00	\$137.00	\$99.00	\$86.00	\$73.00		
<b>Expenses (Printing, Mileage)</b>							
<b>TOTAL PROJECT COST</b>							<b>\$ 18,955.00</b>



City Project No. 2016-19  
65th Street between T.H. 3 and Babcock Trl.  
Study Area

Nichols

Sandkamp

Kladek

Lund

ROBERT TRLS

ARLENE AVE

ATHENA WAY

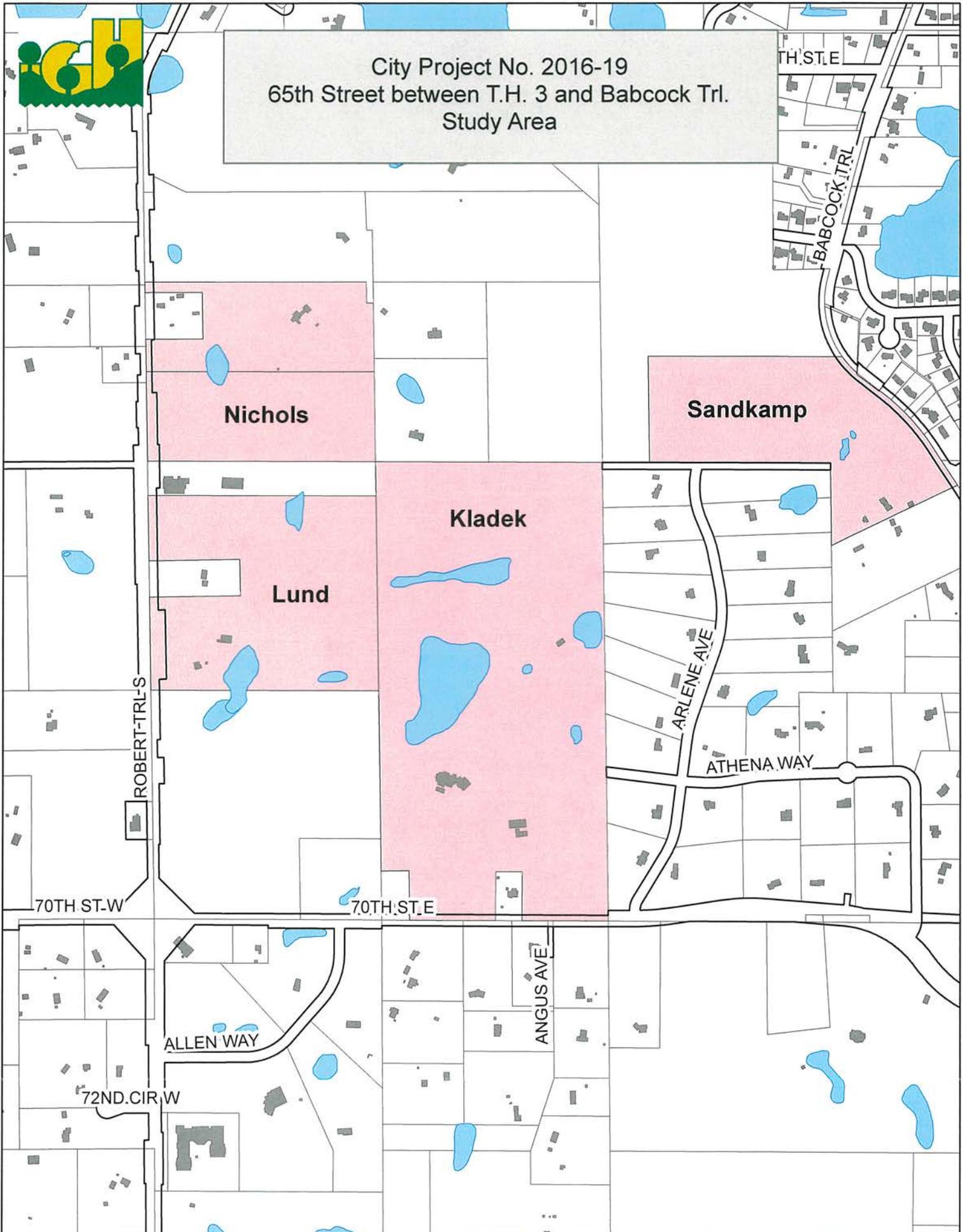
70TH ST.W

70TH ST.E

ALLEN WAY

ANGUS AVE

72ND CIR.W



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Approving Agreements (Agreement Relating to Landowner Improvements within City Easement, Retaining Wall Maintenance Agreement and Fire Hydrant License Agreement) on Lot 3, Block 1, Bishop Heights 4th Addition (Caribou Coffee)**

Meeting Date: September 26, 2016  
Item Type: Consent  
Contact: Thomas J. Kaldunski, City Engineer  
Prepared by: Steve W. Dodge, 651-450-2541 *SWD*  
Reviewed by: Scott D. Thureen, Public Works Director

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

**PURPOSE/ACTION REQUESTED**

Consider Approval of Agreements (Relating to Landowner Improvements within City Easement, Retaining Wall Maintenance and Fire Hydrant License) on Lot 3, Block 1, Bishop Heights 4th Addition (Caribou Coffee).

**SUMMARY**

Caribou Coffee has applied to add a drive-through lane at their location at 5743 Blaine Avenue. The landowners have executed the agreements related to easement encroachments, retaining wall maintenance and private fire hydrant maintenance.

Copies of the signed Agreements are attached. The Engineering Division recommends approval of the Agreements and resolution as presented.

TJK/kf

Attachments: Resolution  
Agreements (3)

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

**CONSIDER RESOLUTION APPROVING AGREEMENTS (AGREEMENT RELATING TO  
LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT, RETAINING WALL MAINTENANCE  
AGREEMENT AND FIRE HYDRANT LICENSE AGREEMENT) ON LOT 3, BLOCK 1, BISHOP  
HEIGHTS 4TH ADDITION (CARIBOU COFFEE)**

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

**WHEREAS**, the City needs to preserve its easement rights for the project; and

**WHEREAS**, the owner of 5743 Blaine Avenue has requested permission to construct facilities in the City easement; and

**WHEREAS**, the City has negotiated with the landowner for agreements relating to landowner improvements within City easement, private retaining wall maintenance, and private fire hydrant maintenance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MN DOES HEREBY RESOLVE AS FOLLOWS:**

1. The City Council approves the following agreements: Agreement Relating to Landowner Improvements within City Easement on Lot 3, Block 1, Bishop Heights 4th Addition, Retaining Wall Maintenance Agreement for Lot 3, Block 1, Bishop Heights 4 Addition, Fire Hydrant License Agreement for Lot 3, Block 1, Bishop Heights 4th Addition.
2. The Mayor and Deputy Clerk are authorized to execute the Agreements as listed above.

Adopted by the City Council of the City of Inver Grove Heights this 26th day of September 2016

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_  
Michelle Tesser, Deputy Clerk

**AGREEMENT RELATING TO LANDOWNER  
IMPROVEMENTS WITHIN CITY EASEMENT ON  
LOT 3, BLOCK 1, BISHOP HEIGHTS 4<sup>TH</sup> ADDITION,  
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 3, BLOCK 1, BISHOP HEIGHTS 4<sup>TH</sup> ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 26<sup>th</sup> day of September, 2016, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Creekside Capital, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1**  
**TERMS**

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

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

1.3 **Landowner.** “Landowner” means Creekside Capital, LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.5 **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easement located on the south side of the Subject Land dedicated to the City on the recorded plat of Bishop Heights 4<sup>th</sup> Addition, Dakota County, Minnesota.

**1.6 Landowner Improvements.** “Landowner Improvements” means the retaining wall, menu board, speaker, concrete pavement and landscaping located on the Subject Land lying within the City Easement.

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

**1.8 City Right-of-Way Costs.** “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

**1.9 Pre-Encroachment Costs.** “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Landowner Improvements did not exist.

**1.10 Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

**1.11 Construction Plan.** “Construction Plan” means the Site Plan and the Grading, Drainage and Erosion Control Plan prepared by Loucks Associates and Paul Meyer Architects dated July 28, 2016 with final revisions on September 6, 2016, and approved by the City Engineer on September 12, 2016. The Construction Plan is on file with the City.

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

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

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

**Recital No. 3.** Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement.

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

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

### **ARTICLE 3** **AGREEMENTS**

**3.1 Construction and Maintenance of Landowner Improvements.** The Landowner Improvements may be constructed within the City Easement pursuant to the Construction Plan. The Landowner Improvements shall only be at the locations specified in the Construction Plan.

The Landowner shall not place any other structures, buildings, fences (except for a fence on top of the retaining wall) within the City Easement, except for the Landowner Improvements.

Landowner shall maintain and repair the Landowner Improvements.

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

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

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

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

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

The City may temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

**3.8 Modifications to Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

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

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

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

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

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

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

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

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

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

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

**3.13 Recording.** The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the year and day first set forth above.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

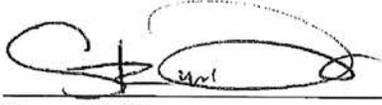
(CITY SEAL)

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of September, 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**LOT OWNER  
CREEKSIDE CAPITAL, LLC**

By:   
Steve W. Doran  
Its: Chief Manager

STATE OF WI )  
 )  
COUNTY OF Dane ) ss.

On this 20 day of September, 2016, before me a Notary Public within and for said County, personally appeared Steve W. Doran, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Creekside Capital, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Creekside Capital, LLC by authority of the Boards of Governors of Creekside Capital, LLC.



  
Notary Public 03-20-20

**THIS INSTRUMENT DRAFTED BY:**

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

**AFTER RECORDING PLEASE**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT LAND**

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

Lot 3, Block 1, Bishop Heights 4<sup>th</sup> Addition, Dakota County, Minnesota.

**RETAINING WALL MAINTENANCE AGREEMENT**  
**FOR LOT 3, BLOCK 1, BISHOP HEIGHTS 4<sup>TH</sup> ADDITION**  
**INVER GROVE HEIGHTS, MINNESOTA**

**THIS RETAINING WALL MAINTENANCE AGREEMENT FOR LOT 3, BLOCK 1, BISHOP HEIGHTS 4<sup>TH</sup> ADDITION** (hereafter referred to as “Agreement”) is made, entered into and effective this 26<sup>th</sup> day of September, 2016, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Creekside Capital, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3 Lot Owner.** “Lot Owner” means Creekside Capital, LLC, a Minnesota limited liability company, and its successors and assigns.

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

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

**1.5 Retaining Wall Construction Plan.** “Retaining Wall Construction Plan” means the Site Plan and the Landscape Plan prepared by Loucks Associates dated July 28, 2016 with final revisions September 6, 2016, and approved by the City Engineer on September 12, 2016. The Retaining Wall Construction Plan is on file with the City.

The Retaining Wall Construction Plan may be further defined by the plans and permit on file with the City's Building Department for retaining walls needing structural review (generally retaining walls greater than 4 feet in height).

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

**1.7 Responsible Owner.** "Responsible Owner" means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

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

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

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

**Recital No. 1.** Lot Owner owns the Lot.

**Recital No. 2.** Lot Owner will construct the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

**Recital No. 3.** The City is willing to allow the Responsible Owner to begin the improvements on the Lot if Lot Owner executes this Retaining Wall Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities may exist within easements dedicated or granted to the City and the public; and
- 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 Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

**Recital No. 5.** Lot Owner is currently the only Responsible Owner.

## **ARTICLE 3** **RESPONSIBILITY FOR MAINTENANCE**

**3.1 Construction of Retaining Wall Facilities.** Lot Owner agrees that by December 31, 2017, the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Lot Owner.

**3.2 Maintenance of Retaining Wall Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining Wall Facilities exists. The Responsible Owner shall also insure that the Retaining Wall Facilities always remain safe, structural sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). 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 Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

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

**3.4 Notice of Non-Compliance with Section 3.1; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced construction of the Retaining Wall Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with Section 3.1, in the event of an emergency as determined by the DWP, 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 Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction 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 Section 3.1 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 with Section 3.1 and the City shall have the right of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall

charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 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, construction or improvement performed by the City to ensure compliance with Section 3.1. 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 Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

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 Lot 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 such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Lot. 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 the tasks by the City to ensure compliance with Section 3.1 equals or exceeds the amount of the charges and assessments for compliance with Section 3.1 that are being imposed hereunder upon the Lot.

**3.7 Notice of Non-Compliance with Section 3.2; 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 DWP, 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 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

**3.8 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 Retaining Wall 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.

**3.9 Certification of Costs Payable With Taxes; Special Assessments.** If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

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 Lot 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 Lot. 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 Lot.

**3.10 Obligation For Maintenance Notwithstanding Public Easement.** The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

**3.11 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 Retaining Wall Facilities;
- d.) construction of the Retaining Wall Facilities.

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

#### **ARTICLE 4** **CITY'S COVENANTS**

**4.1 Compliance with City Conditions.** The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions imposed by the Engineering Department relating to the improvements being made on the Lot, then the City will allow the Responsible Owner to begin construction of the improvements on the Lot.

#### **ARTICLE 5** **MISCELLANEOUS**

**5.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 and/or Section 3.9 hereof.

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

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

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

**5.5 Consent.** Lot Owner consents to the recording of this Agreement.

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

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

**If to Lot Owner:** Creekside Capital, LLC  
Attention: Steve W. Doran  
6430 Bridge Road, Suite 230  
Madison, WI 53713

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.

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

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:  
\_\_\_\_\_  
Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of September, 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**  
**LEGAL DESCRIPTION OF LOT**

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

Lot 3, Block 1, Bishop Heights 4<sup>th</sup> Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

**FIRE HYDRANT LICENSE AGREEMENT**  
**FOR LOT 3, BLOCK 1, BISHOP HEIGHTS 4<sup>TH</sup> ADDITION**  
**DAKOTA COUNTY, MINNESOTA**

**THIS FIRE HYDRANT LICENSE AGREEMENT** (Agreement) is made, entered into and effective this 26<sup>th</sup> day of September, 2016, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Creekside Capital, LLC, a Minnesota limited liability company (hereinafter referred to as Landowner). 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 Creekside Capital, LLC, a Minnesota limited liability company, and its successors and assigns.

**1.4 Fire Hydrants.** Fire Hydrants mean individually and collectively any existing or future fire hydrant located within or on the Subject Property.

**1.5 Maintenance, Maintain, or Maintained.** Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

**1.6 Standard of Maintenance.** Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as Exhibit A.

**1.7 Responsible Owner.** Responsible Owner means the fee title owner of the Subject Property.

**1.8 Subject Property .** Subject Property means the real property legally described on the attached Exhibit B.

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

**Recital No. 1.** Landowner owns the Subject Property and will be making improvements on the Subject Property.

**Recital No. 2.** The City is willing to allow a building permit to be issued for the Subject Property if, among other things, Landowner executes this Fire Hydrant License Agreement.

**Recital No. 3.** By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

**Recital No. 4.** Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

## **ARTICLE 3** **RESPONSIBILITY FOR MAINTENANCE**

**3.1 Construction of Fire Hydrants.** Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner by December 31, 2017.

**3.2 Maintenance of Fire Hydrants.** The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

**3.3 Standard of Maintenance.** Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

**3.4 Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not properly Maintained the Fire Hydrants in accordance 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 with the Standard of Maintenance and the City shall have the right of access to the Subject Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with the Standard of Maintenance 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 by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes for the Subject 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 Subject 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 Subject Property owned by the Responsible Owner 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 Subject 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 Subject Property.

**3.7 Obligation For Maintenance Notwithstanding Public Easement.** The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in 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 Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

#### **ARTICLE 4** **CITY'S COVENANTS**

**4.1 Issuance of Building Permit.** The City agrees that if the conditions set forth herein are met and the conditions imposed by the Engineering Department with respect to the improvements being made on the Subject Property are met, the City will issue a building permit allowing for construction of the proposed improvements.

#### **ARTICLE 5** **MISCELLANEOUS**

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

This Agreement also applies to all after-acquired title of the parties.

**5.2 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of

its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

(CITY SEAL)

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of September, 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**  
**STANDARD OF MAINTENANCE**



**5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE**

**Operation**

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening

- direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.



## 5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

### Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.

## PACER - TROUBLESHOOTING GUIDE



**WARNING:** Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem	Solution
1. Operating nut turns freely but hydrant does not open. 2. Hydrant will not shut off or ground around hydrant is highly saturated.	1. Inspect rod coupling for breakage and ensure rod pin is properly installed. 2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following: a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel). b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly. c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat. d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. External leakage is noticed around the operating nut.	3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Operating nut is extremely hard to turn.	4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING. Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if necessary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. Note: Where grease is specified, use an AMERICAN Flow Control recommended food grade grease
5. Water is dripping around nozzles.	5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Hydrant will not drain properly.	6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

**EXHIBIT B**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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

Lot 3, Block 1, Bishop Heights 4<sup>th</sup> Addition, Dakota County, Minnesota.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

APPROVE RESOLUTION FOR A 2-YEAR CONTRACT RENEWAL AGREEMENT WITH HEALTHPARTNERS FOR HEALTH AND DENTAL INSURANCE FOR THE BENEFIT PLAN YEARS OF 2017 AND 2018

Meeting Date: September 26, 2016  
 Item Type: Consent  
 Contact: Janet Shefchik, H.R. Manager  
 Prepared by: Janet Shefchik, H.R. Manager  
 Reviewed by: 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 via resolution a 2-year contract renewal agreement with HealthPartners for health and dental insurance for the benefit plan years of 2017 and 2018; for City provided group health insurance required under City Code 1-6A-16.

**SUMMARY**

The City of Inver Grove Heights has a longstanding relationship with HealthPartners as the health and dental insurance carrier for its employees. The City also utilizes the services of NFP, Inc., as its insurance broker to coordinate benefit contracts and renewals. Based on industry trends, the City’s Finance Director had estimated a 12% budget increase for health insurance premiums in 2017. Early indications from NFP were that the City’s medical claims history was also in-line with the estimated increase. In early September, NFP presented these estimated increases to Human Resources and later to the City’s Insurance Committee that was convened from employee representatives of the various union and non-union groups.

Subsequent to the Insurance Committee’s initial meeting, the medical claims history report improved after several large claims dropped off the twelve month look-back period. The brokers at NFP and HealthPartners staff were then able to negotiate a proposed 0% increase in health premiums for 2017 and a “not to exceed 9%” clause (exclusive of ACA fees) for 2018, if the City would enter into a 2-year agreement. Fortunately, these proposed figures were well below industry averages and the original estimates for the upcoming year. This would mean an improvement to the 2017 budget of approximately \$100,000. NFP then contacted the City and proposed entering into a contract renewal as soon as possible, in order to take advantage of the window of opportunity (especially as the claims experience had already begun to trend back up). The proposed contract also included a 0% increase for dental insurance in 2017 and a “not to exceed 4%” clause for 2018; however, as the City’s dental insurance is entirely employee paid, the associated increase will not impact the City budget.

The new information regarding the improved 2-year rate proposal was shared with the Insurance Committee in mid-September and members were asked to respond within one week if they had concerns. Receiving no concerns, the City then asked NFP to proceed with securing contract documents for a 2-year contract renewal agreement with HealthPartners in order to lock in the rates. At this time, staff recommends approval of the attached resolution regarding the 2-year contract renewal agreement with HealthPartners which will be in effect from January 1, 2017 to December 31, 2018. A copy of the health contract is attached. Once approved, the Administration and Finance Departments will work together to adjust budget amounts as needed to cover any costs associated with changes to fees, administration, and/or contributions. As all union contracts will be expiring at the end of 2016, future employer/employee contributions are subject to change depending on the results of negotiations.

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY  
STATE OF MINNESOTA

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A 2-YEAR AGREEMENT WITH HEALTHPARTNERS TO PROVIDE HEALTH AND DENTAL INSURANCE FOR EMPLOYEES COMMENCING JANUARY 1, 2017.**

**BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:**

Whereas, the City of Inver Grove Heights provides access to health and dental insurance to its employees, and;

Whereas, the City through its benefits consultants, NFP, has reviewed and recommended a renewal with HealthPartners for the plan years of 2017 and 2018, and;

Whereas, HealthPartners plans and premiums will meet the needs of both the City and its employees, and;

Therefore, be it resolved that the City of Inver Grove Heights City Council hereby authorizes staff to enter into an agreement with HealthPartners to provide health and dental insurance for employees, for the 2-year benefit plan period commencing January 1, 2017.

Adopted by the City Council of Inver Grove Heights, Minnesota, this 26<sup>th</sup> day of September, 2016.

Ayes:

Nays:

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

ATTEST:

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

# Multiyear Health Plan Agreement

This AGREEMENT is made by and between HealthPartners, Inc. a Minnesota nonprofit corporation (“**HealthPartners**”) and **City of Inver Grove Heights** (“**Client**”), together “the Parties”, and is effective as of January 1, 2017 (“Effective Date”) (“the Agreement”).

## RECITALS

WHEREAS, the Parties desire to enter into a mutually beneficial long term relationship which will bring stability and predictability to the costs of providing high quality health care benefits to the Client’s employees and dependents, and

WHEREAS, Client has released a request for proposal contemplating a multi-year agreement and HealthPartners has responded to such request (“Proposal”), and

WHEREAS, in exchange for such a long term relationship, HealthPartners is willing to offer guaranteed rates to Client and Client is willing to remain contracted with HealthPartners for the term of the Agreement and

WHEREAS, each Party has independently determined that this Agreement is in its best interests and each Party is committed to a successful implementation of the terms and conditions expressed in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows;

## ARTICLE 1 HEALTHPARTNERS DUTIES

- 1.1 **Plan Offering.** HealthPartners shall provide for the time period specified (“Plan Years”), the health plan coverage (“Product” or “Products”) as described in the HealthPartners Proposal of August 22, 2016 under the terms of this Agreement. In the event a particular Product is no longer offered, a comparable Product in terms of benefit design will be offered upon renewal with appropriate actuarial values of any benefit changes applied to the Guaranteed Rates as described in Section 1.2.
- 1.2 **Guaranteed Rates.** HealthPartners guarantees, for the Plan Years described in the Proposal, the rates for all Products as follows, or the standard HealthPartners renewal calculation for all Products, whichever is more favorable to Client:

**Table 1 Guaranteed Rates**

	Plan Year 2017	Plan Year 2018
\$2600-100% HSA		
Single	\$594.61	\$648.12
Single+1	\$1337.89	\$1458.30
Family	\$1551.97	\$1691.65

\$2000-100% VEBA

Single	\$681.37	\$742.69
Single+1	\$1533.10	\$1671.08
Family	\$1778.41	\$1938.47

\$250-\$25

Single	\$750.61	\$818.16
Single+1	\$1688.89	\$1840.89
Family	\$1959.14	\$2135.46

- 1.3 **Adjustments.** Notwithstanding the above, the following exceptions and adjustments apply to the Guaranteed Rates described in Section 1.2:
- a. The actuarial value of any new or increased premium taxes, industry fees, excise taxes, research fees, or any other government or regulatory assessments, or other taxes as a result of any change in law or regulation, including but not limited to, the Affordable Care Act of 2010 or other state or federal health care reform legislation, shall result in a corresponding change to the Guaranteed Rates. The Guaranteed Rates and the Standard Rates do not include the excise tax on high cost health plans under section 49801 of the Internal Revenue Code (“the Cadillac Tax” effective January 1, 2018, deferred until 2020); all amounts due under the Cadillac Tax are payable by Client in addition to Product rates.
  - b. The actuarial value of any new or increased eligibility or benefit mandated by law or regulation or other change to Product features required by law shall result in a corresponding change to the Guaranteed Rates.
  - c. Any enrollment change of 10% or more from initial enrollment, whether due to expansion, merger, acquisition, sale, reduction in force or other reason, may result in a revision to the Guaranteed Rates, at the sole discretion of HealthPartners.
- 1.4 **Renewals.** HealthPartners shall release a standard renewal calculation prior to the end of each Plan Year.

**ARTICLE II  
CLIENT DUTIES**

- 2.1 **Sole Carrier.** Client shall remain directly contracted with HealthPartners on a fully insured basis as the sole carrier offered to any and all Client employees for any medical benefit offering, during the term of this Agreement.
- 2.2 **Master Group Contract.** This Agreement is subject to all the terms and conditions of the fully insured Master Group Contract issued separately upon acceptance of the Client’s application for coverage.
- 2.3 **Contribution and Participation.** Client shall:
- a. maintain the current employer premium and fund contribution strategy,
  - b. maintain the current Product offerings,
  - c. meet the current participation guidelines, and
  - d. fulfill HealthPartners coverage requirements of the Master Group Contract regarding Product offerings.
- 2.4 **Authority.** Client represents and warrants that it has full authority under law and its governance requirements to enter into this Agreement. By executing this Agreement below, Client intends for

HealthPartners to rely on the authority of the signatory to this Agreement to bind the Client to the terms of this Agreement.

**ARTICLE III  
TERM, TERMINATION AND BREACH**

- 3.1 **Term.** This Agreement applies to the Plan Years as shown in Section 1.2, for a total Guaranteed Rate period of 24 months.
- 3.2 **Early Termination or Breach.** In the event Client terminates this Agreement prior to the completion of the last Plan Year or fails to comply with any of the terms of this Agreement or the Master Group Contract described in Section 2.3, Client shall pay to HealthPartners the Rate Differentials as shown in Table 3 (i.e., the difference between the Guaranteed Rates of Table 1 and the Standard Rates of Table 2), times the last month's enrollment times the number of months remaining to the completion of the last Plan Year.

**Table 2 Standard Rates**

	Plan Year 2017	Plan Year 2018
<b>\$2600-100% HSA</b>		
Single	\$642.18	\$699.97
Single+1	\$1444.92	\$1574.96
Family	\$1676.13	\$1826.98
<b>\$2000-100% VEBA</b>		
Single	\$735.88	\$802.11
Single+1	\$1655.75	\$1804.77
Family	\$1920.68	\$2093.55
<b>\$250-\$25</b>		
Single	\$810.66	\$883.61
Single+1	\$1824.00	\$1988.16
Family	\$2115.87	\$2306.30

**Table 3 Rate Differentials**

	Plan Year 2017	Plan Year 2018
<b>\$2600-100% HSA</b>		
Single	\$47.57	\$51.85
Single+1	\$107.03	\$116.66
Family	\$124.16	\$135.33

\$2000-100% VEBA		
Single	\$54.51	\$59.42
Single+1	\$122.65	\$133.69
Family	\$142.27	\$155.08

\$250-\$25		
Single	\$60.05	\$65.45
Single+1	\$135.11	\$147.27
Family	\$156.73	\$170.84

- 3.3 **Group Size.** In the event federal or state law requires community rating for groups of a particular size and Client's group size falls within such parameters, upon the effective date of such change as applied to Client, this Agreement will be terminated and appropriate replacement products and rates will be offered, in accordance with current law.
- 3.4 **Waiver.** In the event state or federal law requires the Client to terminate this Agreement, HealthPartners may waive some or all of the Rate Differentials, in its sole discretion.

#### ARTICLE IV THIRD PARTIES

**Client Due Diligence.** Client has received advice and counsel from a third party consultant, which the Client separately selected and retained, as part of its due diligence in the process of selecting a carrier for the Plan Years covered in this Agreement. Client acknowledges that such third party consultant is not an agent of HealthPartners and is an independent advisor not selected by HealthPartners.

#### ARTICLE V MISCELLANEOUS

- 5.1 **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by and interpreted under Minnesota law. Any lawsuit arising directly or indirectly out of this Agreement shall be brought in a court of competent jurisdiction located in the state of Minnesota.

Accepted and agreed to, with an Effective Date as noted first above:

**HealthPartners, Inc.**

\_\_\_\_\_  
Signature Date

Douglas N. Smith  
Senior Vice President, Health Solutions, Sales &  
Account Service

**City of Inver Grove Heights**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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**PERSONNEL ACTIONS**

Meeting Date: September 26, 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:** Alexandra Paterson, Lifeguard (Aquatics/VMCC), Hannah Lenich, Child Care Worker (VMCC), Kyle Salage, Recreation Instructor (Recreation), Jakob Myers, Recreation Official (Recreation), Jessica Sengbusch, Skating Instructor (VMCC), Allison Ryks, Fitness Instructor (VMCC)

**Please confirm the Termination of:** Cory Onken, VMCC Operations Worker

Shane McNally, Concessionaire (Golf Course), Mason Taylor, Range Picker (Golf Course), Ellie Burr, Food & Beverage Concessionaire (Golf Course), Karissa Fischer, Food & Beverage Concessionaire (Golf Course), Alexandra Cole, Food & Beverage Concessionaire (Golf Course), Annika Heine, Food & Beverage Concessionaire (Golf Course), Hannah Hennen, Food & Beverage Concessionaire (Golf Course), Nick Hegerman, Cart Person (Golf Course), David Jacobs, Laborer (Golf Course), Grant Poole, Laborer (Golf Course), Peter Dennis, Fitness Instructor (Fitness/VMCC)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**BRIAN & VICKI DZIEWECZYNSKI – CASE NO. 16-42V**

Meeting Date: September 26, 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 detached accessory structure 1,440 square feet in size and six (6) feet from the side property line for property located at 7030 River Road.

- Requires a 3/5<sup>th</sup>'s vote.
- 60-day deadline: October 21, 2016 (first 60-days)

**SUMMARY**

The applicant is proposing to add an accessory structure that is 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed, and a variance for the garage to be located six feet from the side property line whereas 50 feet is required. The property is 1.09 acres in size, located along the Mississippi River.

The request is to build the accessory building on an existing foundation that was previously a home. The existing foundation is six feet from the property line. Any building over 1,000 square feet requires a 50 foot setback. The Chief Building Official has looked at that foundation and found it to be sound. The applicants would be removing an existing shed located within the shoreland setbacks.

Staff believes the request is in harmony with the general purpose of the City Code and intent of the Comprehensive Plan. The property is unique in that the building would be constructed on an existing foundation and the footprint of the building would not exceed the existing foundation. Additionally, the structure would not have an adverse affect on the neighborhood and the exterior would be compatible with the home on the property.

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 September 20, 2016 public hearing, the Planning Commission recommended **denial** of the request for a variance to allow a detached accessory building 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed by code shown (5/3 - Scales, Lissarrague, and Weber).

The Planning Commission recommended approval of the request for a variance to allow a setback of six feet whereas 50 feet is required (6/2 - Wippermann and Simon). This item goes to the City Council on September 26, 2016.

Attachments: Approval resolution  
 Denial resolution  
 PC recommendation  
 Planning staff report

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

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

**RESOLUTION APPROVING A VARIANCE TO ALLOW A 1,440 SQUARE FOOT  
ACCESSORY BUILDING SIX FEET FROM THE SIDE PROPERTY LINE**

**CASE NO. 16-42V**  
Dzieweczynski

Property located at 7030 River Road and legally described as follows:

**See Attached**

**WHEREAS**, an application has been received for a variance to allow a detached accessory building to be 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed and a variance for the garage to be located six feet from the side property line whereas 50 feet is required;

**WHEREAS**, the afore described property is zoned R-1C, Single-family residential;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on September 20, 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 size and location of the accessory building do not appear to have any adverse impacts on the neighboring properties.
- b. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- c. The foundation for the structure is existing and the footprint of the building will not be expanding beyond the existing foundation.
- d. A structure located within the shoreland setbacks will be removed, reducing the impact to the river.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to allow a 1,440 square foot building, six feet from the side property line is hereby approved with the following conditions:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Division.
- 2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
- 3. A grading/erosion control plan shall be required at the time of the building permit application and approved by the City Engineer.
- 4. The 10x16 foot storage shed shall be removed within 30 days of the certificate of occupancy of the accessory building.

**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 26<sup>th</sup> day of September, 2016.

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

Ayes:  
Nays:

ATTEST:

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

LEGAL DESCRIPTION:

Parcel #1

The following described tract, piece or parcel of land situate, lying and being in the County of Dakota and State of Minnesota, to-wit:

Commencing at a point 823 feet East and 197.26 feet South of the Northwest corner of Government Lot Eight (8), Section Eleven (11), Township Twenty-seven (27) Range Twenty-two (22); thence South 9 degrees 30 minutes East 100 feet; thence East 230 feet to the Mississippi River; thence North along the said river 98.6 feet to a point 197.26 feet South of the North line of said Lot Eight (8); thence West 260 feet to the point of beginning, according to the Government Survey thereof.

Also,

Parcel #2

The following described tract, piece or parcel of land situate, lying and being in the County of Dakota and State of Minnesota, to-wit:

Commencing at a point 806.50 feet East and 98.63 feet South of the Northwest corner of Government Lot Eight (8), Section Eleven (11), Township Twenty-seven (27), Range Twenty-two (22); thence South 9 degrees 30 minutes East 100 feet; thence East 260 feet to the Mississippi River; thence North along said river 98.6 feet to a point 98.6 feet South of the North line of said Lot Eight (8); thence West 280 feet to the point of beginning, according to the Government Survey thereof.

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

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

**RESOLUTION DENYING A VARIANCE TO ALLOW A 1,440 SQUARE FOOT  
ACCESSORY BUILDING SIX FEET FROM THE SIDE PROPERTY LINE**

**CASE NO. 16-42V**  
Dzieweczynski

Property located at 7030 River Road and legally described as follows:

**See Attached**

**WHEREAS**, an application has been received for a variance to allow a detached accessory building to be 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed and a variance for the garage to be located six feet from the side property line whereas 50 feet is required;

**WHEREAS**, the afore described property is zoned R-1C, Single-family residential;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on September 20, 2016 in accordance with City Code Section City Code 10-3-3:C;

**WHEREAS**, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the setback variance. The applicant could still build a 1,000 square foot structure on the existing foundation, meeting setback requirements.
2. Approval of the variance could set a precedent for other garage size and setback requests.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; constructing the building on the existing foundation may be considered a convenience to the applicant, not a practical difficulty.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to allow a 1,440 square foot accessory building six feet from the side property line is hereby denied.

Adopted by the City Council of Inver Grove Heights this 26<sup>th</sup> day of September, 2016.

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

Ayes:

Nays:

ATTEST:

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

LEGAL DESCRIPTION:

Parcel #1

The following described tract, piece or parcel of land situate, lying and being in the County of Dakota and State of Minnesota, to-wit:

Commencing at a point 823 feet East and 197.26 feet South of the Northwest corner of Government Lot Eight (8), Section Eleven (11), Township Twenty-seven (27) Range Twenty-two (22); thence South 9 degrees 30 minutes East 100 feet; thence East 230 feet to the Mississippi River; thence North along the said river 98.6 feet to a point 197.26 feet South of the North line of said Lot Eight (8); thence West 260 feet to the point of beginning, according to the Government Survey thereof.

Also,

Parcel #2

The following described tract, piece or parcel of land situate, lying and being in the County of Dakota and State of Minnesota, to-wit:

Commencing at a point 806.50 feet East and 98.63 feet South of the Northwest corner of Government Lot Eight (8), Section Eleven (11), Township Twenty-seven (27), Range Twenty-two (22); thence South 9 degrees 30 minutes East 100 feet; thence East 260 feet to the Mississippi River; thence North along said river 98.6 feet to a point 98.6 feet South of the North line of said Lot Eight (8); thence West 280 feet to the point of beginning, according to the Government Survey thereof.

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** September 29, 2016  
**SUBJECT:** **BRIAN AND VICKI DZIEWECZYNSKI – CASE NO. 16-42V**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a detached accessory building 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed by code, and a variance to allow a setback of six feet whereas 50 feet is required for structures larger than 1,000 square feet, for the property located at 7030 River Road. 6 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to add an accessory structure that is 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed, and a variance<sup>3</sup> for the garage to be located six feet from the side property line whereas 50 feet is required. The request is to build the accessory building on an existing foundation that was previously a home. The applicants would be removing an existing shed. The existing foundation is six feet from the property line. Any building over 1,000 square feet requires a 50 foot setback. Staff believes a practical difficulty can be found for the size and location of the proposed building due to the fact that the foundation is existing and the footprint will not be increasing. The Chief Building Official has looked at that foundation and found it to be sound. Staff recommends approval of the variance.

Chair Maggi asked staff to clarify the dotted and non-dotted areas shown on the site plan.

Mr. Hunting explained that the dotted area was an existing concrete slab and the other was a perimeter foundation with a dirt floor.

Chair Maggi asked what the square footage was of the concrete slab.

Commissioner Simon advised it was roughly 24' x 40'.

Commissioner Weber advised it was approximately 960 square feet in size.

Commissioner Niemioja questioned whether having an existing foundation was a practical difficulty and asked whether the former house at that location had been in violation of the ordinance or grandfathered in.

Mr. Hunting did not know the history of the house but advised that if the garage was on the north side it would have met the setback requirements. He stated that in 1998 when the applicants purchased the property the current rules were not in place in regard to maximum

size, number, setbacks, etc.

Chair Maggi asked if part of the problem was that by purchasing the second lot and combining them the 50 foot setback kicked in which applies to lots over one acre in size.

Mr. Hunting replied that any structure over 1,000 square feet in size requires a 50 foot setback.

Chair Maggi asked if they could have constructed a 1,000 square foot accessory building if there were two separate lots.

Mr. Hunting replied that no lot can have an accessory structure without a principle structure.

Chair Maggi asked if part of the issue was that the two lots were combined which then allowed an accessory structure of 1,000 square feet which impacts the setback.

Mr. Hunting replied in the affirmative.

Commissioner Robertson stated she did not see any topographical challenge on the lot and questioned whether having an existing foundation makes it an allowable practical difficulty.

Commissioner Scales asked what the minimum size would be if they wanted to build a house on that lot.

Mr. Hunting replied the minimum allowed for a residence would be 1,000 square feet.

Commissioner Scales stated that the practical difficulty is that if they had not combined these properties they could have built a house with a larger garage and never had to request a variance.

Chair Maggi stated that was assuming the garage was on the north side of the house.

Commissioner Scales stated the property owner was being penalized for combining the two properties and questioned why they were struggling to find a practical difficulty.

Commissioner Robertson replied that having a practical difficulty was one of the principle criteria Commissioners must consider when granting variances.

Commissioner Scales referred to the memo from Allan Hunting and Paul Hark and questioned whether they should disregard the many previous requests done in the last couple years that may not have been held to the same standards.

Chair Maggi did not believe there were a lot of recent requests that did not have a practical difficulty, and stated it was the Commission's responsibility to come back to the framework put in place for decision making.

Commissioner Scales questioned whether they had strayed from because it did not quite fitting

for our City.

Commissioner Lissarrague stated he understood the rules but felt they should use common sense as well. He stated he saw a practical difficulty as stated by staff, and would want to do the same thing if it was his property. He stated that putting it in another location could create an eyesore for the neighboring property.

Chair Maggi noted there were two variances being requested; one for the setback and one for allowing a building over 1,000 square feet in size. She stated in her opinion the real foundation was 1,000 square feet as she did not consider the dirt portion a foundation.

Commissioner Scales clarified that the concrete slab was 1,000 square feet but the perimeter foundation was 1,440 square feet.

Mr. Hunting advised there was a true footing foundation around the dirt portion on which they would be able to build a structure.

Commissioner Wippermann asked stated the house on the property to the north was fairly close to the property line and questioned to what extent they should be following the guidelines for setbacks in order to provide for proper spacing between buildings from one lot to another. He asked if staff heard from the property owner to the north.

Mr. Hunting replied they had not as the property was vacant. Staff only heard from the property owner to the south.

#### **Opening of Public Hearing**

Brian and Vicki Dzieweczynski, 7830 River Road, advised they were available to answer any questions.

Chair Maggi asked the applicant if they read and understood the report.

The Dzieweczynski's replied in the affirmative.

Ms. Dzieweczynski stated the practical difficulty that she sees is that it is an existing foundation that was on the property that they purchased in 1998. She advised they have worked hard to combine the properties and make them look unified. She stated the foundation was not something they put there, and if it was not there the building could have been somewhere else and they would not have had to go through the variance process. Since it is there they would like to utilize it. She added that their home was built on bedrock; therefore, they had no basement for storage.

Mr. Dzieweczynski stated when they purchased the property Chief Building Official Brian Hoffman was aware of the house that had burned down and advised them they would be able to rebuild on it. Prior to purchasing the adjoining property they had the City look at it and were informed they would have to combine them into one property ID number as they could not have a lot with an accessory structure without a primary structure. At that time they were not aware

of the 50 foot setback requirement. When they came in a month and a half ago they were not made aware that they would be applying for a 50 foot setback variance.

Commissioner Wippermann asked how they would incorporate the two-level foundation into an accessory structure.

Mr. Dziweczynski replied that one portion would be on the 24' x 40' slab then they would go down three steps to the other portion.

Ms. Dziweczynski stated they plan to have the proposed structure mirror the existing home as much as possible.

Commissioner Lissarrague asked when the requirement for a 50 foot setback for buildings over 1,000 square feet came into effect.

Mr. Hunting replied approximately 2008.

Commissioner Lissarrague stated when the applicants purchased the lot in 1998 they were told they could do certain things but they cannot. He believed that was a practical difficulty and that Commissioners should give some consideration to what they were originally told in 1998.

Commissioner Robertson stated that they were not saying the applicant could not build, just that the size of the proposed structure would be out of compliance with the setback. They still had the option of using a portion of the existing foundation but keeping it 1,000 square feet. She asked the applicants if they had considered a plan that would comply with size and setback regulations.

Mr. Dziweczynski replied probably not as they want to complement and mirror their existing home.

Commissioner Lissarrague asked the applicants if their conversation in 1998 with the building official was based on rebuilding on the entire 1,440 square foot foundation.

Mr. Dziweczynski replied in the affirmative.

Commissioner Niemioja asked what size the original plan was before speaking with the building official.

Commissioner Simon replied 1,126 square feet.

Mr. Dziweczynski stated at that time they were planning on keeping the existing shed and building a 1,126 square foot accessory structure; however, the building office suggested building on the entire 1,440 foundation and removing the existing shed.

Chair Maggi closed the public hearing.

**Planning Commission Discussion**

Commissioner Simon asked what the regulations were for accessory structures over 1,000 square feet in the R-1C zoning district.

Mr. Hunting replied a lot must be at least 2.5 acres to have a structure over 1,000 square feet.

Chair Maggi stated she was struggling to find a practical difficulty as in her mind she did not consider an existing foundation part of the normal topography of the land. She was also concerned about the significant difference between the 6 foot setback being requested versus the required 50 foot setback.

Commissioner Niemioja stated that codes are continually changing and she did not feel they could make decisions based on the fact that requirements had changed from when they purchased the property. Unless they are specifically grandfathered in residents should have to adapt to the new code. She added that a 1,440 square foot accessory structure seemed extremely large for a relatively small lot. She would feel better if they had continued with the original plan before enlarging it after speaking with the building official.

Chair Maggi stated that historically they have denied requests for a 50% increase in size.

Commissioner Scales stated he has been on the Commission since 2008 during which they have recommended approval of many requests because it was the common sense thing to do. In reference to the variance criteria discussed earlier, he stated that City Council has stated it is no longer relevant all the time

Chair Maggi stated she had never heard Council say that. She reiterated that the Planning Commission's role was different than Council's role and that they could not factor financial considerations into their decision.

Commissioner Scales stated he agreed with the practical difficulty as stated by staff and that although there were two interpretations it did not mean one was right and the other was wrong.

Commissioner Wippermann stated if they went along with staff's recommendation all the time there would be no need for the Planning Commission. He noted they have voted differently than staff on many occasions and he expects it will happen in the future as well.

Commissioner Robertson stated the reason they have a Planning Commission is to have an additional body look at all the considerations. She stated it is clear that accessory buildings greater than 1,000 square feet must be on 2.5 acre properties. When there has been real physical difficulty related to topography Commissioners may have made some slight adjustments. In this instance if the applicant would agree to make some alterations the 6 foot setback would no longer be an issue. She stated in order to approve this request, Commissioners would have to ignore the definition of a practical difficulty as well as existing City Code that equates the size of the property to acreage. She felt those were too big to ignore.

Commissioner Weber stated the fact that the landowner could utilize the existing foundation and

save money and time seemed to fulfill the variance criteria requiring that the landowner's problem was due to circumstances unique to the property.

Chair Maggi stated they could not say that because the Planning Commission could not consider financial implications – only land use.

Commissioner Scales stated they still should use common sense.

Commissioner Simon replied that was not how they were supposed to make their decisions.

Commissioner Scales stated that going strictly by the variance criteria and denying everything would make the Planning Commission irrelevant.

Commissioner Niemioja noted they went against staff recommendation at the last meeting and found a practical difficulty and recommended approval.

Commissioner Scales stated that Council will approve this request.

Commissioner Robertson stated that was their purview to do so.

Commissioner Scales stated they use common sense.

Chair Maggi stated that Council has a greater purview and can look at economic and other considerations that the Planning Commission is not allowed to.

**Planning Commission Recommendation**

Motion by Commissioner Robertson, second by Commissioner Niemioja, to deny the request for a variance to allow a detached accessory building 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed by code, for the property located at 7030 River Road based on the fact that the criteria for a practical difficulty could not be met.

Motion carried (5/3 - Scales, Lissarrague, and Weber).

Commissioner Weber asked if the setback variance was only needed if the building was larger than 1,000 square feet.

Mr. Hunting advised that the Commission still had to act on both variance requests.

Commissioner Robertson asked if they could add a condition to the setback variance request that the building not exceed 1,000 square feet in size.

Mr. Hunting replied that by code it could not exceed 1,000 square feet.

Chair Maggi asked for clarification that a 6 foot setback was allowed for a 1,000 square foot accessory structure.

Recommendation to City Council

September 20, 2016

Page 7

Mr. Hunting replied in the affirmative. He stated they still had to vote on it though since the applicant applied for two variances.

Commissioner Lissarrague stated he understood why staff took the position they have as it is unusual for there to be an existing foundation on a property.

Motion by Commissioner Scales, second by Commissioner Lissarrague, to approve the request for a variance to allow a setback of six feet whereas 50 feet is required for structures larger than 1,000 square feet, for the property located at 7030 River Road.

Motion carried (6/2 - Wippermann and Simon). This item goes to the City Council on September 26, 2016.

**P L A N N I N G   R E P O R T**  
**CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** September 13, 2016

**CASE NO:** 16-42V

**HEARING DATE:** September 20, 2016

**APPLICANT/PROPERTY OWNER:** Brian & Vicki Dzieweczynski

**REQUEST:** Variance from the garage size and setback requirements

**LOCATION:** 7030 River Road

**COMPREHENSIVE PLAN:** Low Density Residential

**ZONING:** R-1C, Single-family Residential

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Heather Botten   
Associate Planner

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**BACKGROUND**

The applicants are requesting a variance to allow a detached accessory building 1,440 square feet in size whereas 1,000 square feet is the maximum size allowed and a variance for the garage to be located six feet from the side property line whereas 50 feet is the required setback. The applicants property is 1.09 acres in size, located along the Mississippi River. The request is to build the accessory building on an existing foundation that was previously a home.

The applicants would be removing an existing shed located within the setbacks of the Mississippi River. The proposed accessory building would be in compliance with the setback requirements from the river, bluff and other property lines. The accessory building would complement the existing home and be located over existing impervious surface.

**SPECIFIC REQUEST**

The following specific applications are being requested:

- 1) A variance to allow an accessory building 1,440 square feet in size whereas 1,000 square feet is the maximum allowed in the R-1C district.
- 2) A variance to allow a six foot side yard setback whereas 50 feet is required for structures larger than 1,000 square feet.

**EVALUATION OF THE REQUEST**

**SURROUNDING USES:** The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North - Single Family Residential; zoned R-1C; guided Low Density Residential

South - Single Family Residential; zoned R-1C; guided Low Density Residential  
West - Single Family Residential; zoned R-1C; guided Low Density Residential  
East - River

### VARIANCE REVIEW

City Code Title 11, Chapter 3. **Variations**, states that the City Council may grant variations 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 variations, 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.*

A detached accessory building on a single-family lot would be in harmony with the general purpose and intent of the city code; it would also be consistent with the comprehensive plan which designates the property as a single-family neighborhood. The structure would be located on an existing foundation, maintaining the established size and setback.

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

The proposed structure would allow the owner to use the property in a reasonable manner as an accessory building is a typical improvement for a residential lot. The structure would be located on an existing foundation, not exceeding the size of the structure that was previously there. In respect to the land use, impervious surface, other setbacks and code requirements the request is in compliance with the provisions in the zoning ordinance.

Additionally, the applicants would be removing an existing, smaller shed located within the setbacks of the river bringing the property into compliance with shoreland requirements.

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

The property has an existing building foundation on it that was from a home that burnt down in the 80's. After an inspection from the Building Official it was determined the foundation was structurally sound and could be used for a new structure. The applicants would like to utilize the existing foundation in its entirety.

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

Staff does not believe this variance would alter the essential character of the locality. The 1,400 foot accessory building would not be out of character for the area. The proposed structure would reflect architectural elements of the existing home. The lot is a double lot, wider than the majority of the properties in the neighborhood. Because of the topography of the property and the design of the building, the accessory structure would have the general appearance of a home.

Allowing a reduced side yard setback may not have a direct impact on this neighborhood as the structure separation between all buildings is consistent with other single family homes and accessory buildings. If the accessory building was actually part of a home it would be meeting the side yard setback requirements of five feet.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do appear to be a basis for this request as removal of the foundation would significantly increase the cost of the accessory building.

### **ALTERNATIVES**

The Planning Commission has the following alternatives 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 a **Variance** to allow a 1,400 square foot accessory structure six feet from the side lot line subject to the following conditions:
  1. The site shall be developed in substantial conformance with the site plan on file with the Planning Division.
  2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
  3. A grading/erosion control plan shall be required at the time of the building permit application and approved by the City Engineer.
  4. The 10x16 foot storage shed shall be removed within 30 days of the certificate of occupancy of the accessory building.

**B. Denial** If the Planning Commission does not favor the proposed variance, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

### **RECOMMENDATION**

The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The accessory structure is a typical improvement for a residential property. The six foot setback does not appear to have any adverse impacts on the neighboring properties and a structure currently located within the shoreland setbacks will be removed. Staff believes a practical difficulty can be found for the size and location of the proposed building due to the fact the foundation is existing and the footprint will not be increasing.

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the setback variance.

Attachments:            Location map  
                                 Applicant narrative  
                                 Site plan  
                                 Building elevations  
                                 Pictures of the property  
                                 Letter from neighbor



Case No. 16-42V  
7030 River Road

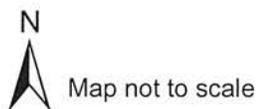
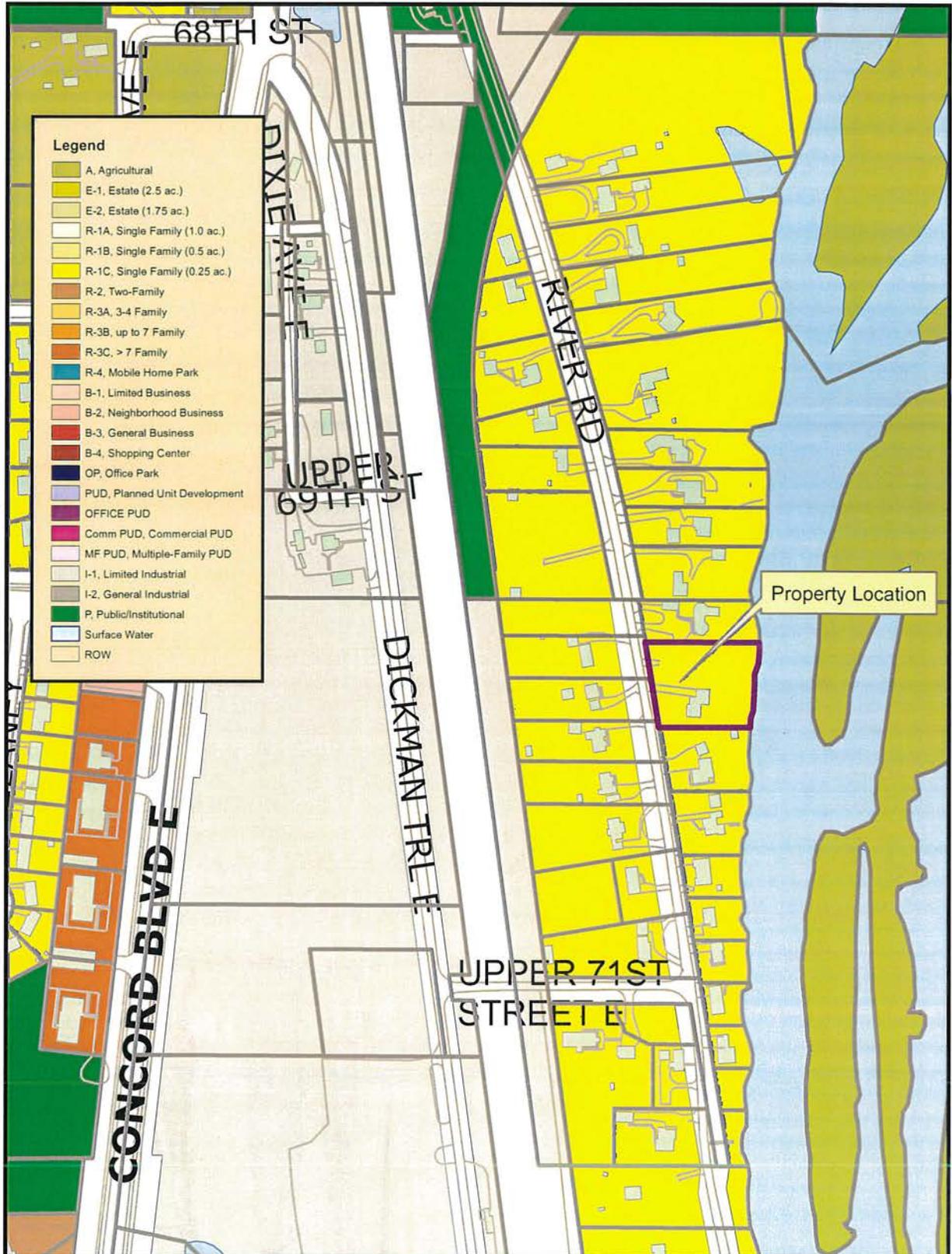


Exhibit A  
Zoning and Location Map

City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55076

August 22, 2016

Plan Review Committee, Planning Commission, and City Council:

We are applying for approval of a variance to construct a detached accessory structure on a foundation on our property, formerly 7014 River Road, which we purchased in 1998.

The original home burnt down sometime in the late 1980's. All that was left on the property was the foundation. In 1998 we purchased the lot. In 1999 we had both properties surveyed to combine them as one property, which is now 7030 River Road. We have done extensive work on our home and lot over the years. We have always had plans to build on the existing foundation at some point in time. We will not be creating any additional impervious coverage with this construction.

On August 17, 2016, we brought our ideas and preliminary drawings to Frank Martin to see what we could do and also talked with Allan Hunting for additional direction. We were told that since we have an existing accessory building we would need to apply for a variance to have another accessory building on our property. We also found out that we would need to apply for another variance because the structure that we initially proposed to build would be over 1,126 sq. ft.

On Thursday, August 18, 2016, Frank Martin came out to our property to inspect the existing foundation and said the foundation is in good condition to build. He also suggested we could build on the entire foundation which would be 40' x 36, which is 1440 sq. ft., remove our existing 16' x 10' shed and apply for only one variance.

Therefore instead of requesting a double variance, we are asking for a variance to build a structure with slightly more square footage and remove the smaller accessory structure that we have once the building is completed.

We purchased the property with an existing foundation that is 40' x 36'. By building on this foundation, it is our practical difficulty in complying with the zoning ordinance of 1000 sq. ft., since the square footage of the foundation is over 1000 sq. ft.. Our desire is to have a structure to be used as a workshop, art studio and to have additional storage space. The circumstances of the existing foundation are unique to the property and were not caused by the landowner.

We believe the variance will not alter the essential character of the neighborhood. As you can see from the enclosed photos our neighbors, and those passing by our property, have a view of our concrete slab. Our desire is to design and construct a building that would mirror, as much as possible, the existing home that we have. We also believe that granting the variance would be in

harmony with the general purposes and intent of the zoning ordinances because we would make the property more aesthetically pleasing. We feel that this property does not have a practical and beneficial use unless we utilize the existing foundation.

If possible, we are hoping that the City Council can review and decide on this matter at their meeting on September 26, 2016 so that we can frame and do the necessary work before it gets too cold.

Our architect was out-of-town and was unable to revise our plans to reflect the 1440 sq. ft. proposal by the application deadline. Therefore, two copies of the proposed drawings are included. One from the architect, the initial 1126 sq. ft. version; and the other version, the 1440 sq. ft version, which is a modified drawing from the architect's drawings.

Thank you for your consideration in this matter.

Respectfully,

Brian and Vicki Dzieweczynski

Enclosures:

Planning Application Form  
Property Access Consent Form  
Residential Variance Fee of \$246.00  
List of surrounding neighbors  
Written statement for request of variance  
Surveyed lot map with location of existing structures (10 copies)  
Exact legal description from Advance Survey & Engineering Co.  
Inver Grove Heights Location Map  
Drawings of proposed structure (10 copies)  
Photos of property

RIVER

MISSISSIPPI

EDGE OF WATER MAY 11, 1999

A POINT 806.50 FEET EAST AND 98.63 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 8 WEST

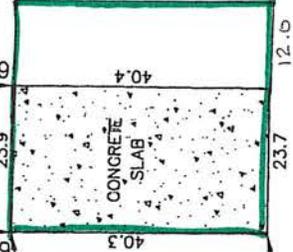
--245.00--

18±

~~SHED~~

to be removed

POWER POLE

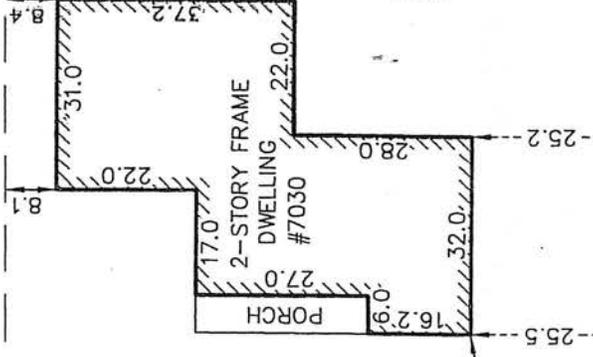


PARCEL #2

A POINT 823 FEET EAST AND 197.26 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 8

SURVEY LINE  
S 04.58'32" W  
197.99

PARCEL #1



--195.00--

100.00

100.00

S 09.30'00" E  
100.00

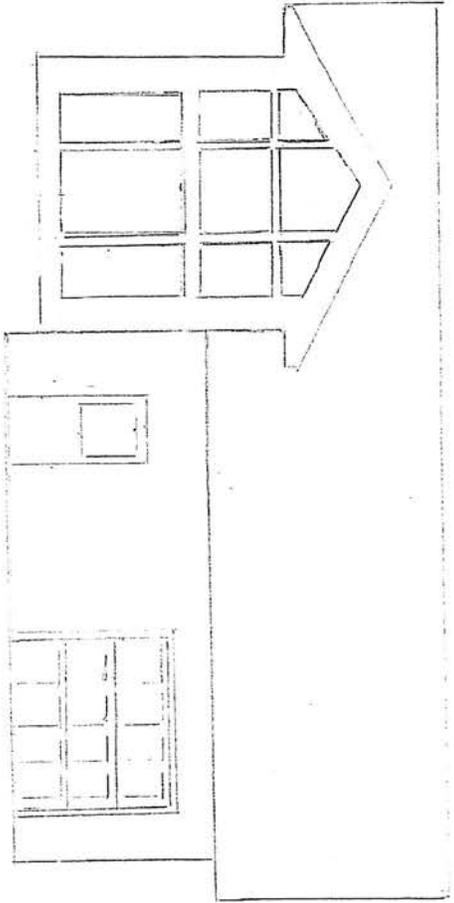
100.00

RIVER

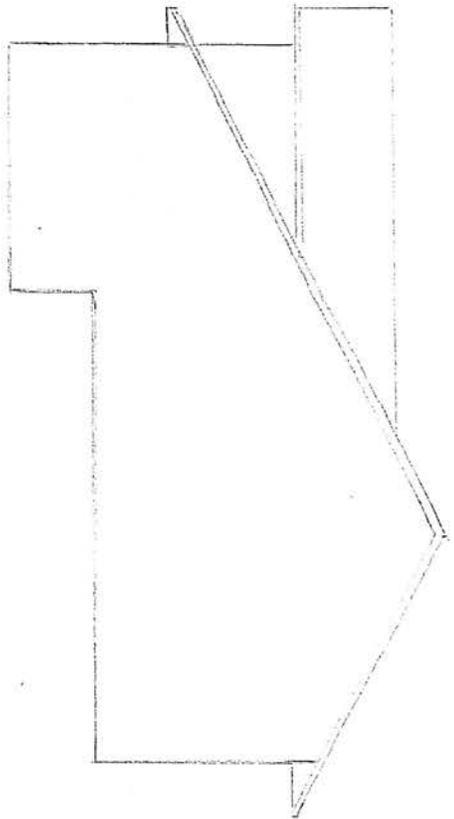
ROAD



Modified drawing - 1,440 sq. ft.

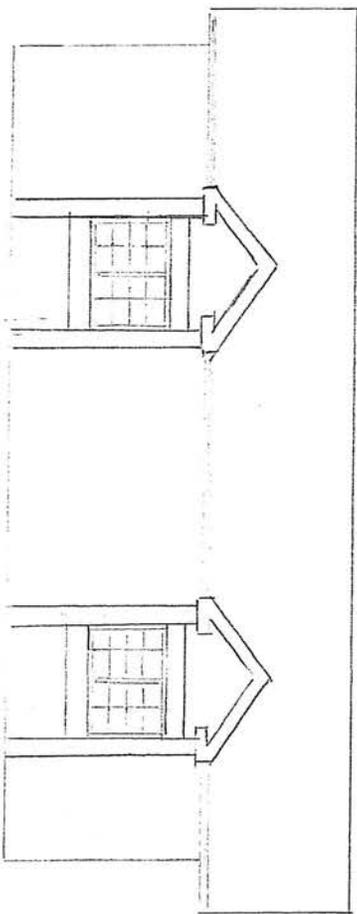


RIVER ELEVATION



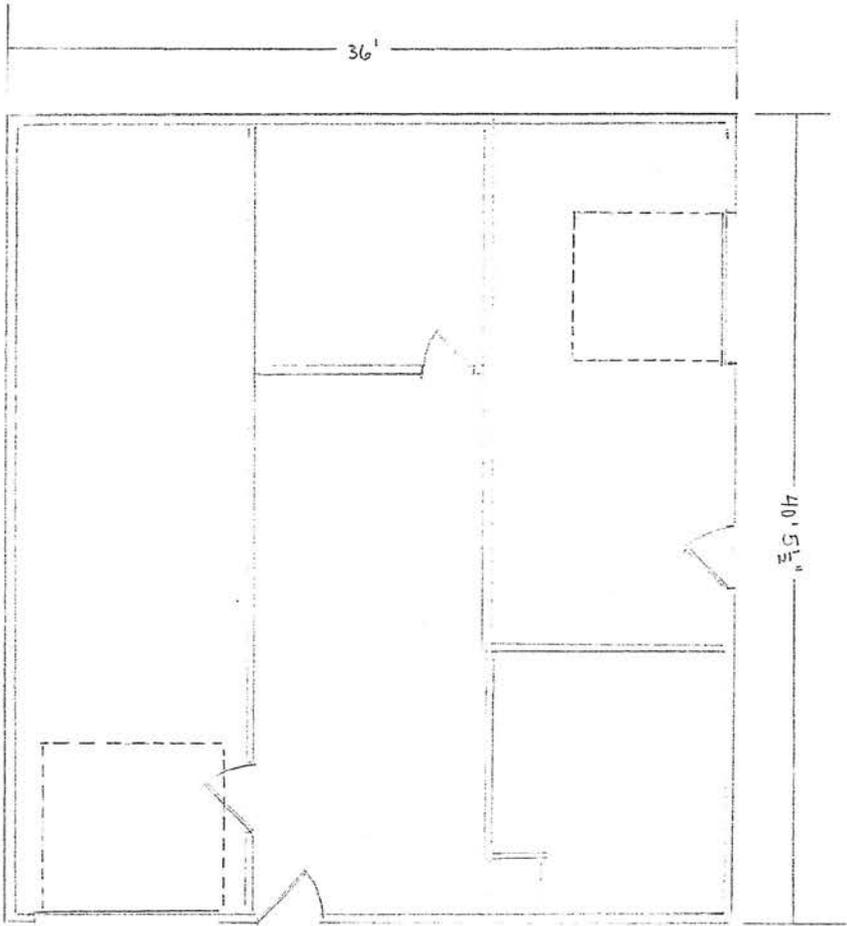
SIDE ELEVATION

Modified drawing with design similar to existing house



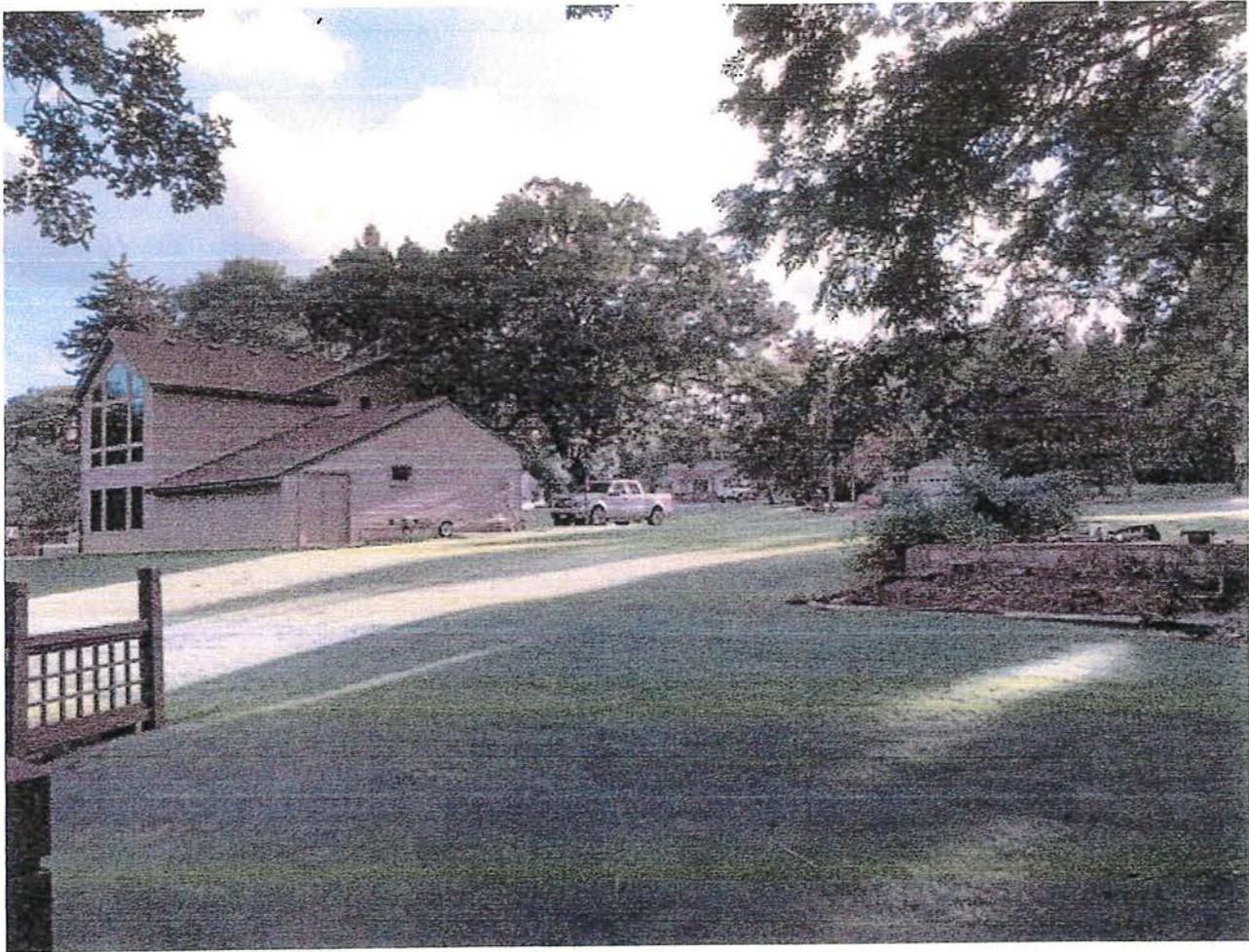
STREET ELEVATION

Modified drawing - 1,440 sq. Ft.



FLOOR PLAN

NORTH SIDE



← SLAB



SLAB →



## Heather Botten

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**From:** Allan Hunting  
**Sent:** Wednesday, September 14, 2016 8:53 AM  
**To:** Heather Botten  
**Subject:** FW: Case No. 16-42v

-----Original Message-----

**From:** mike Burington [<mailto:theburs@comcast.net>]  
**Sent:** Tuesday, September 13, 2016 4:06 PM  
**To:** Allan Hunting  
**Subject:** Case No. 16-42v

Allan I am very much in favor for the approval of the variances for the Dziejewczynski's property it will greatly improve the lot and add value to our neighborhood. I am the neighbor just south of them at 7090 River Road. Thank you Michael Burington <html> <body>

\_\_\_\_\_  
Allan Hunting | City Planner Tel: 651-450-2554 | Fax: 651-259-8044 City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077 [ahunting@invergroveheights.org](mailto:ahunting@invergroveheights.org) | [www.invergroveheights.org](http://www.invergroveheights.org) </body> </html>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**DEALS WITH WHEELS, LLC – CASE NO. 16-38V**

Meeting Date: September 26, 2016  
 Item Type: Regular  
 Contact:  Heather Botten 651.450.2569  
 Prepared by:  Heather Botten, Associate Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution relating to a Variance to allow a four foot front parking setback whereas 10 feet is required for property located at 6250 Concord Blvd

- Requires a 3/5<sup>th</sup>s vote.
- 60-day deadline: November 25, 2016 (second 60-days)

**SUMMARY**

The applicants are requesting an after-the-fact variance to allow a four foot front parking setback whereas 10 feet is required. Originally the applicants were asking for a zero setback, but after meeting with staff they amended their request to have a four foot setback along with a cedar fence and planter boxes to provide a buffer between the parking area and the property line. The applicant stated the area that was paved was a weedy area that collected garbage and they felt that paving it would be more aesthetically pleasing.

The functions of a front yard setback are to maintain consistency of the parking setbacks and the aesthetic qualities from street view. In this specific case it also provides a setback from a sidewalk that abuts right up to the property line. Although the area may not be ideal for grass, the code allows for flexibility of material used in the open space areas.

The property is built to capacity. With the new pavement the property is 100% impervious surface. Although the I-1 district does not have maximum impervious surface requirements, setbacks are in place to provide a buffer from abutting properties and right-of-way. The additional area proposed to be used for parking is not a requirement of city code.

The City is making strides to redevelop parts of Concord Boulevard. In addition to the residential properties to the west that have grass to their front property lines, the property to the north has a buffer/landscape area between the property line and the parking lot. Although there are other properties along Concord that are paved to the front property line, staff does enforce the 10 foot parking requirement; approving a variance could alter the character of the area.

Planning Staff: Staff recommends **denial** of the request as staff believes the conditions of the property are not unique, approval of the request could set a precedent for other front yard parking setbacks, and a practical difficulty has not been shown. Staff is also recommending that the newly paved area be reestablished to meet code requirements.

Planning Commission: At the September 6, 2016 public hearing, the Planning Commission recommended **approval** of the request with the conditions listed in the attached resolution based on the practical difficulty of safety and maneuvering of vehicles on the lot (5-3).

Attachments: Denial resolution  
 Approval resolution  
 PC recommendation  
 Planning staff report

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

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

**RESOLUTION DENYING A VARIANCE TO ALLOW A FOUR FOOT FRONT  
PARKING SETBACK WHEREAS 10 FEET IS THE REQUIRED SETBACK**

**CASE NO. 16-38V  
Deals with Wheels, LLC**

Property located at 6250 Concord Boulevard and legally described as follows:

**Lots 11 & 12 Block 21, and the N ½ of vacated Wilton Street adjacent thereto, Inver Grove  
Factory Addition, according to the recorded plat, Dakota County, Minnesota**

**WHEREAS**, an application has been received for a Variance to allow a front parking setback of four feet whereas 10 feet is the required setback;

**WHEREAS**, the afore described property is zoned I-1, Light Industrial;

**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 September 6, 2016 in accordance with City Code Section City Code 10-3-3:C;

**WHEREAS**, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the setback variance. The property could still operate as a used car sales lot.
2. Approval of the variance could set a precedent for other front parking setback requests.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; paving the open space may be considered a convenience to the applicant, not a practical difficulty.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to allow a four foot front parking setback is hereby denied with the condition the bituminous area within the front 10 feet of the property be removed and reestablished in accordance with City Code Section 10-15-11A.

Adopted by the City Council of Inver Grove Heights this 26<sup>th</sup> day of September, 2016.

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

Ayes:

Nays:

ATTEST:

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

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

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

**RESOLUTION APPROVING A VARIANCE TO ALLOW A FOUR FOOT PARKING  
SETBACK FROM THE FRONT PROPERTY LINE WHEREAS 10 FEET IS REQUIRED**

**CASE NO. 16-38V**  
Deals with Wheels

Property located at 6250 Concord Boulevard and legally described as follows:

**Lots 11 & 12 Block 21, and the N ½ of vacated Wilton Street adjacent thereto, Inver Grove  
Factory Addition, according to the recorded plat, Dakota County, Minnesota**

**WHEREAS**, an application has been received for a Variance to allow the front parking setback at four feet whereas 10 feet is required;

**WHEREAS**, the afore described property is zoned I-1, Limited Industrial;

**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 September 6, 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 location of the parking does not appear to have any adverse impacts on the neighboring properties.
- b. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- c. The reduced setback provides customers a safer environment for maneuvering on the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to allow a four foot front yard setback for parking is hereby approved with the following conditions:

- 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
- 2. The curb stops shall be approved by the City and installed by 11-15-16.
- 3. The property owner shall maintain the required planting boxes with shrubs and/or plants year round.

**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 26<sup>th</sup> day of September, 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:** September 6, 2016  
**SUBJECT:** **DEALS WITH WHEELS LLC – CASE NO. 16-38V**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a zero foot front parking setback whereas 10 feet is required, for the property located at 6250 Concord Boulevard. 3 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicants are requesting an after-the-fact variance to allow a four foot front parking setback whereas 10 feet is required. She advised that originally the applicants were asking for a zero setback, but after meeting with staff they amended their request to have a four foot setback along with a cedar fence and cedar planter boxes to provide a buffer between the parking and the property line. The applicant stated the area that was paved was a weedy area that collected garbage and they felt that paving it would be more aesthetically pleasing. Although the area may not be ideal for grass, the code allows for flexibility of material used in the open space areas. The functions of a front yard setback are to maintain consistency of the parking setbacks and the aesthetic qualities from street view. In this specific case it also provides a setback from a sidewalk that abuts right up to the property line. Engineering takes no exception to the request as the property is in a high underground rock area that does not allow infiltration stormwater features per MPCA rules. Staff recommends denial of the request as they believe the conditions of the property are not unique, approval of the request could set a precedent for other front yard parking setbacks, and a practical difficulty has not been shown. Staff is also recommending that either the bituminous be removed or that it be reestablished to meet the code requirements. Staff has included suggested conditions should the Planning Commission recommend approval or denial of the parking setback but wish to allow the applicants to keep the bituminous paving. Staff has not heard from any of the abutting property owners.

Chair Maggi noted that the property immediately south of the subject property does not appear to have a 10 foot setback either.

Ms. Botten advised that they should be complying with the 10 foot front parking requirements as well; however, our code enforcement program is reactive rather than proactive so the code enforcement officer does not pursue it unless a complaint is received.

Chair Maggi added that the setback area was also paved.

Ms. Botten agreed, but stated they should still be complying with the 10 foot parking setback.

Commissioner Wippermann added that there were vehicles parked right up to the sidewalk on the neighboring property.

Commissioner Simon noted that on the other hand there were properties to the north that had nicely landscaped boulevards.

Commissioner Wippermann asked if the guidelines were different for the property to the south as it was zoned differently than the subject property.

Ms. Botten replied they would still have to comply with a ten foot parking requirement.

Commissioner Wippermann asked why the neighboring property was zoned differently than the rest of the neighborhood.

Ms. Botten replied that it used to be a restaurant and the zoning was never changed.

#### **Opening of Public Hearing**

Mathew and Douglas Balsimo, 6250 Concord Boulevard, advised they were available to answer any questions.

Chair Maggi asked the applicants if they read and understood the report.

The Balsimos replied in the affirmative.

Douglas Balsimo noted that a neighboring car lot had vehicles parked up along the sidewalk without any separation.

Mathew Balsimo stated they tried to improve the property after purchasing it and were not aware there was a setback as many of the nearby properties parked right up to the sidewalk.

Commissioner Robertson stated that while some properties had vehicles parked directly up to the sidewalk, there were other properties that had grass and other landscaping along the sidewalk even though they were subject to the same challenges of salt, oil, chemicals, etc. She was concerned about yet another after-the-fact request for a variance, and that people using the sidewalks would be bumping up against parked vehicles.

Chair Maggi asked the applicant if they would be willing to install curb stops as suggested by staff.

Douglas Balsimo replied in the affirmative, stating that a reduced setback would allow for better maneuvering in and out for their customers.

Mathew Balsimo stated that the proposed configuration would provide better access and traffic flow to their site.

Commissioner Robertson asked how the proposed barriers would help with maneuverability.

Mathew Balsimo replied that customers often times park irregularly and the additional six feet would separate the vehicles and allow for more room to turn around.

Commissioner Weber asked how far the front of the building was from the front property line.

Douglas Balsimo replied approximately 60 feet.

Chair Maggi closed the public hearing.

### **Planning Commission Discussion**

Commissioner Niemioja stated that while she appreciated the desire to improve the area, all property owners have to deal with difficulty landscaping around salt and chemicals on their property. She was also concerned about trying to fix mistakes after the fact; however, she wanted the business to be successful and was not opposed to the potential solution of allowing them to keep the paving and add curb stops and planters.

Chair Maggi stated the challenge is that the parking setback is not being enforced on the neighboring properties.

Commissioner Scales supported adding a fence or curb stop rather than having the commercial property owner fight all summer to keep landscaping in good condition on a busy road.

Chair Maggi questioned whether Commissioners preferred curb stops or a fence.

Commissioner Scales asked the applicant what they would prefer.

Douglas Balsimo stated that personally he liked the idea of curb stops with planter boxes.

Chair Maggi asked if that recommendation would technically be a denial of the request.

Ms. Botten stated it would depend on whether the Planning Commission would support the four foot front parking setback.

Commissioner Weber stated the practical difficulty for approval could be that if they denied the request it would be too difficult to get cars in and out successfully.

Commissioner Robertson asked if approving this would set a precedent as they are aware there are other properties out of compliance but we do not have the means to enforce compliance.

Ms. Botten replied not necessarily since they would still be enforcing conditions and providing a separation and buffer area with the planters.

Commissioner Simon asked if the four foot setback included the planters and curb stops.

Ms. Botten replied they would be asking for a four foot parking setback, and within that four feet Commissioners could amend the conditions to require that a 'curb stop' be installed rather than a 'cedar fence', along with planters.

Mathew Balsimo asked if the bumpers could encroach inside the corridor.

Ms. Botten replied that would have to be clarified as well.

Mathew Balsimo stated it would be four feet from the sidewalk to the bumpers and then within those four feet is where the planters are located.

Commissioner Robertson stated that what she was hearing was that the front grills of the cars would be four feet from the sidewalk and within that space would potentially be planters with flowers.

Mathew Balsimo noted that when vehicles pull up to a curb stop the bumper goes over the curb stop until the tires hit.

Commissioner Robertson suggested requiring a six foot parking setback which would allow two feet of additional space for the grill of the cars to go over the curb stops.

Commissioner Therrien stated they would not necessarily drive the vehicles all the way up to the curb stop, especially if the car had a low profile. He stated they could say the bumper had to be at least six feet from the sidewalk.

Commissioner Niemioja stated there was not much difference between six and ten feet.

#### **Planning Commission Recommendation**

Motion by Commissioner Weber, second by Commissioner Niemioja, to approve the request for a variance to allow a four foot front parking setback whereas 10 feet is required, for the property located at 6250 Concord Boulevard, with a condition requiring curb stops and planters and given a practical difficulty of safety and maneuvering on the lot if that variance is not given.

Commissioner Wippermann stated he would be voting no as the Planning Commission's duty was to try to follow the ordinances as closely as possible, he felt there was a lack of a practical difficulty, and allowing four feet versus ten feet was too much of a lessening of the requirements.

Motion carried (5/3 – Wippermann, Robertson, Simon). This item goes to the City Council on September 26, 2016.

Chair Maggi agreed with Commissioner Wippermann that the practical difficulty criterion was very difficult in these unique situations.

**P L A N N I N G     R E P O R T**  
**CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** September 1, 2016

**CASE NO:** 16-38V

**HEARING DATE:** September 6, 2016

**APPLICANT/PROPERTY OWNER:** Deals With Wheels, LLC

**REQUEST:** A variance to allow a four foot setback whereas 10 feet is required.

**LOCATION:** 6250 Concord Blvd.

**COMPREHENSIVE PLAN:** LI, Light Industry

**ZONING:** I-1, Light Industrial

**REVIEWING DIVISIONS:** Planning  
Engineering

**PREPARED BY:** Heather Botten   
Associate Planner

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**BACKGROUND**

The applicants are requesting an after-the-fact variance to allow a four foot front parking setback whereas 10 feet is required. The applicants paved a 10 foot boulevard area unaware a setback was required. The applicants stated the area that was paved was a weedy area that collected garbage; they felt the property would look better aesthetically if it was entirely paved. The applicants were originally requesting a zero setback but after meeting with staff they amended their request to have a four foot setback along with a cedar fence and cedar planter boxes to provide a buffer between the parking and the property line.

City Code requires a 10 foot setback for parking areas in the I-1 district. The function of a front yard setback is to maintain consistency of parking setbacks and aesthetic qualities from street view. In this case, the setback also provides a safe distance from parked vehicles to the existing public sidewalk.

**SPECIFIC REQUEST**

The following specific application is being requested:

- 1) A variance to allow parking four feet from the front property line whereas 10 feet is required.

**EVALUATION OF THE REQUEST**

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North - Industrial; zoned I-1; guided Mixed Use

South - Auto Sales; zoned B-3, General Business; guided Mixed Use

West - Single Family Residential; zoned R-1C; guided Mixed Use  
East - R/R and Heritage Village Park; zoned P; guided Public Open Space

Engineering. The Engineering Department takes no exception to the added pavement since they are a fully paved lot and are in a high underground rock area that does not allow infiltration storm water features per MPCA rules.

#### Landscaping/Buffer Area

The applicants paved the only open space on their property. Section 10-15-11A of the city code states: *All open space areas of a lot which are not used or improved for required parking areas, drives or storage shall be landscaped with a combination of overstory trees, ornamental trees, shrubs, flowers, ground cover, decorative walks, or other similar site design materials in a quantity and placement suitable for the site.*

Although the area may not be ideal for grass, the code allows for flexibility of material used in the open space areas.

#### VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The surrounding neighborhood is zoned residential on the west side of Concord and commercial/ industrial businesses on the east side. City Code requires a 10 foot setback for parking areas in the I-1 district. The function of a front yard setback is to maintain consistency of parking setbacks and aesthetic qualities from street view. In this case, the setback also provides a safe distance from parked vehicles to the existing public sidewalk. With this in mind, granting the variance may establish a precedence that is contrary to the intent of the City Code.

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

The property is built to capacity. With the new pavement the property is 100% impervious surface. Although the I-1 district does not have maximum impervious surface requirements, setbacks are in place to provide a buffer from abutting properties

and right-of-way. The additional area proposed to be used for parking is not a requirement of city code.

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

The property was in compliance with the 10 foot parking setback prior to the new pavement being installed. The applicants stated because of the road debris and trash along the street grass was not growing in the open space. Although this may be true, the code allows for other alternatives other than grass to be placed in the open space area.

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

The City is making strides to redevelop parts of Concord Boulevard. In addition to the residential properties to the west that have grass to their front property lines, the property to the north has a buffer/landscape area between the property line and the parking lot. Although there are other properties along Concord that are paved to the front property line, staff does enforce the 10 foot parking requirement; approving a variance could alter the character of the area.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do appear to be a basis for the request as the applicants already paved the open space. To remove the bituminous and restore the area would be at the cost of the applicant.

## **ALTERNATIVES**

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

- Approval of a **Variance** to allow a four foot parking setback whereas 10 feet is required 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 cedar fence shall be approved by the City and installed by 11-15-16.
  3. The property owner shall maintain the planting boxes with shrubs and/or plants year round.

- B. **Denial.** If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. The conditions of the property are not so limiting or unique that the property could not be used in a reasonable manner without the reduced front parking setback. The property would still function as a used auto sales lot.
2. Approval of the variance could set a precedent for other front yard parking setbacks.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; paving the open space may be considered a convenience to the applicant, not a practical difficulty.

If the Planning Commission recommends denial of the parking setback but would allow the applicants to keep the bituminous paving, the following conditions shall be considered:

- a. The property owner shall install curb stops or a cedar fence at the ten foot setback line to maintain a ten foot parking setback at all times.
- b. The property owner shall install and maintain planting boxes with shrubs and/or plants within the 10 foot front setback area to provide a buffer from the property line to the parking area.

#### **RECOMMENDATION**

Based on the information in the preceding report and the rational listed in Alternative B, staff is recommending denial of the variance request as staff believes the request does not meet the variance criteria. Staff also recommends the bituminous area to be removed and reestablished in accordance with City Code Section 10-15-11A.

Attachments: Exhibit A – Zoning and Location Map  
Exhibit B – Narrative  
Exhibit C- Site Plan



# 6250 Concord Blvd Case No. 16-38V



N  
Map not to scale

Exhibit A  
Zoning and Location Map

July 24, 2016

**Deals With Wheels, LLC**

(A licensed automobile dealership, operating in the State of Minnesota)

Request for Variance

RE: The property located at **6250 Concord Boulevard, Inver Grove Heights, MN**

To whom it may concern,

We are requesting a variance in the Zoning Ordinance 10-15A-3(B) SETBACKS. Specifically, we are requesting that we be allowed a 4' front setback (indicated in the attached Site Plan).

At our fault, we were unaware of this Zoning Ordinance until the city inspector brought it to our attention May 27<sup>th</sup>, 2016. It was brought to our attention because we had recently paved the front area of our property. It was paved by a Minnesota company we hired on May 17<sup>th</sup>, 2016.

We took the liberty of paving the front setback area without requesting permission because we didn't know that we couldn't. We noticed that many of the neighboring commercial properties on either side of ours have the same area of their property paved. We felt that it would look much better than the exposed dirt on our property, and be more consistent with the properties on either side of us. It was an honest mistake in an attempt to improve the overall esthetics of our property. We sincerely apologize for our ignorance to the Zoning Ordinance we violated.

We are now proposing that we construct a 4' tall Cedar Post and Rail fence along the front of the property. This fence would be setback 4' from the property line. In addition to the fence, we would install 4 – 5 raised Cedar planting boxes. These boxes would be filled with a tasteful variety of small shrubs and flowering plants.

We feel our proposal for variance, would maintain harmony with the general purposes and intent of the Zoning Ordinance. Granting this variance would also stay consistent with the Comprehensive Plan.

Prior to paving the "area", we did have some practical difficulties specific to our property and several others on our street. Concord Boulevard is a well-traveled road with high amounts of traffic. In the winter time, there is a lot of salt used on the roads. The salt and other garbage (antifreeze, oil, chemicals and debris) get splashed all over the "area" that is supposed to have a lawn or be landscaped. I understand that this must happen on every street in Minnesota, but due to the high vehicle traffic and types of businesses on Concord, we have a much greater exposure to this mess.

As a result of all of this, the soil of the "area" is contaminated, crushed and ripped apart. Prior to the pavement, it was barely allowing the hardiest of weeds to try and grow. It had basically become a strip of dirt that seemed to collect littered garbage. It was not pretty, nor was it easy to overlook. The raised flower boxes would significantly help prevent, if not eliminate, the soil contamination.

On a final note and as we've already indicated, granting us this variance will not alter the essential character of the locality.

Thank you for your time and consideration with our request.

Douglas Balsimo  
Owner  
Deals With Wheels, LLC

Matthew Balsimo  
Owner  
Deals With Wheels, LLC

6250 Concord Boulevard

Deals With Wheels, LLC

**Legal Description:**

Lots 11 and 12, Block 21, and the N1/2 of vacated Wilton Street adjacent thereto, Inver Grove Factory Addition;

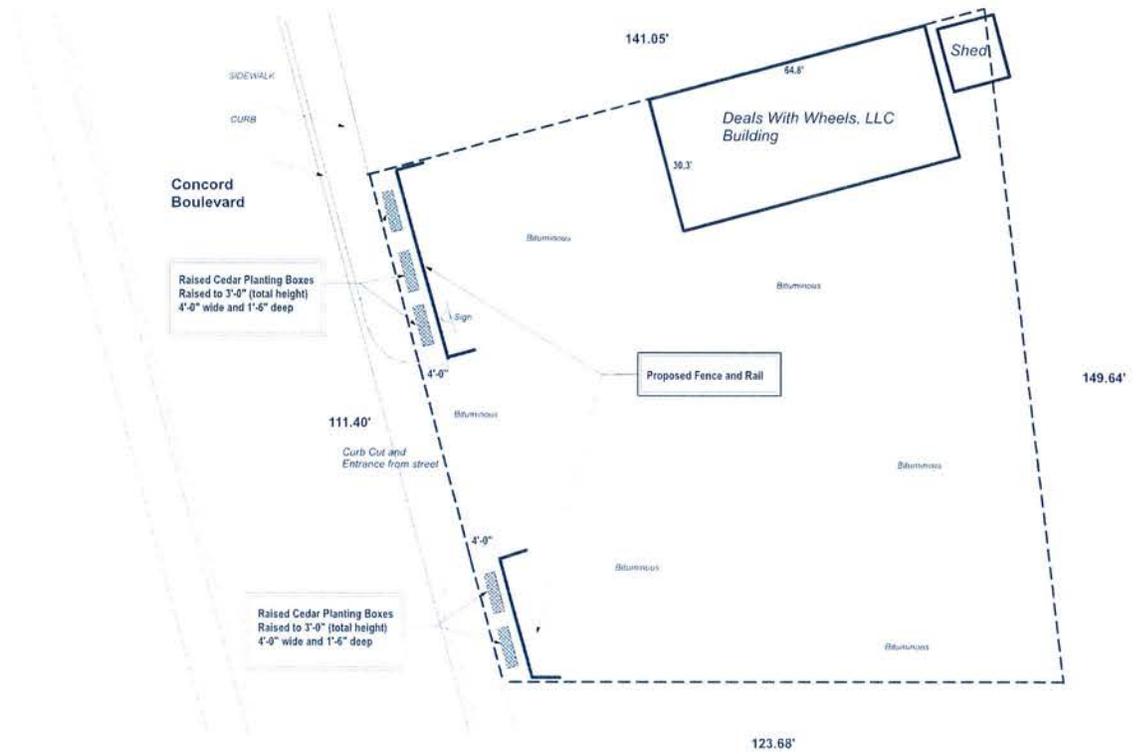
**Request for variance:**

Variance allowing a 4'-0" setback along the Front (Southwest side) of the property.



North

SCALE: 1/3"=10'



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**PULTE HOMES OF MINNESOTA**

Meeting Date: September 26, 2016  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 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**

Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation from LI, Light Industrial to LDR, Low Density Residential

- Requires 4/5th's vote.
- 60-day deadline: September 30, 2016 (first 60 days)

**SUMMARY**

Pulte Homes is proposing to develop a residential project on adjoining properties in both Eagan and Inver Grove Heights. The total property is approximately six acres and the project would consist of a single family development containing 21 total units in both cities. The parcel in Inver Grove Heights is 3.4 gross acres, or 2.81 net acres in size with 10 units proposed.

**ANALYSIS**

The portion in Inver Grove Heights with 10 units over 2.81 net acres yields a net density of 2.81 units/acre which is consistent with the proposed land use designation of LDR (1-3 units/acre).

The site is not a good candidate for continued industrial uses. The site has no direct access from either Wescott Road or Hwy 149. Access is via a private easement across the property to the north in Eagan right next to the railroad tracks. Based on this criterion alone, residential would be a better fit as access can be obtained for the whole site through Eagan onto Dodd Road.

Staff finds the request to Low density residential to be compatible and consistent with the residential pattern of development in the neighborhood.

The applicant has provided some more information to clarify the questions about the approved clean up of the site as administered by Dakota County and MPCA. A letter is attached to this memo with this summary.

**RECOMMENDATION**

Planning Division. Recommends approval of the request as presented.

Planning Commission. Also recommends approval of the requests (8-0).

Attachments: Resolution of Comprehensive Plan Amendment  
 Planning Commission Recommendation  
 Planning Report  
 Letter from Applicant

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF THE PARCEL FROM LI, LIGHT INDUSTRIAL TO LDR, LOW DENSITY RESIDENTIAL

CASE NO. 16-40PA  
(Pulte Homes)

WHEREAS, an application has been submitted for property legally described as;

That part of the SW 1/4 of the SW ¼ of Section 18 and that part of the North 388.50 feet of the NW ¼ of the NW 1/4 of Section 19, lying Southwesterly of the southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; all in Township 27, Range 22.

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 6, 2016, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The plan shall not become effective until all approvals have been granted by the Met Council and the City.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this 26th day of September, 2016.

Ayes:

Nays:

ATTEST:

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

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

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** September 6, 2016  
**SUBJECT:** **PULTE HOMES OF MINNESOTA – CASE NO. 16-40PA**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a comprehensive plan amendment to change the land use designation of the property from LI, Limited Industry to LDR, Low Density Residential, for the property located on the west side of Jefferson Trail, south of Wescott Road. 49 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to develop adjoining vacant land in Eagan and Inver Grove Heights. The project would consist of 21 residential units in both cities; 10 of which would be in Inver Grove Heights. The applicant is requesting a comprehensive plan amendment to change the designation from LI, Light Industrial to LDR, Low Density Residential. The property had been a subject of a comprehensive plan change in 2003 for a townhome project. The site was found to be contaminated; however, and the developer withdrew. The property has since been cleaned up and approved by Dakota County and the MPCA. The property to the south and west are single-family residential, with some industrial uses on the east side of Highway 149. The subject site does not have direct access to Highway 149 and therefore would not function well as an industrial use. Staff recommends approval of the request.

Commissioner Simon asked if staff heard from any neighbors.

Mr. Hunting replied they had not.

**Opening of Public Hearing**

Paul Heuer, Pulte Homes, 7500 Office Ridge Circle, Eden Prairie, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Heuer replied in the affirmative. He advised that they held a neighborhood meeting and invited residents from both Eagan and Inver Grove Heights within 350 feet of the property. Three residents attended the meeting. His sense was that they were not opposed to the use.

Don Mele, 501 Tyne Lane, advised that the property used to be a landfill for battery casings. He stated approximately ten years ago they removed two feet of soil from his property and the subject property and replaced it with clean soil. He questioned how a former landfill could get a clean bill of health after removing only two feet of soil.

Mr. Hunting advised that is governed by the county and the state, it went through the clean up

process, and both agencies were satisfied.

Commissioner Scales stated his recollection was that it was never a landfill but rather an industrial use.

Mr. Hunting agreed that it was formerly an industrial use.

Mr. Mele questioned how clean the site could be as battery casings still rise to the surface of his property. He asked who was responsible for any potential health issues should they build on the subject property.

Mr. Heuer stated they were wary of this site when they heard about its history; however, they feel very comfortable now after having their own professional firm review the environmental reports and other information from the seller. Their trusted environmental firm was reassured with the level of thoroughness of the previous sellers and the environmental work performed.

Chair Maggi closed the public hearing.

#### **Planning Commission Discussion**

Commissioner Robertson asked if the Eagan portion of the project had already received approvals.

Chair Maggi advised that the Eagan portion was already guided correctly.

Commissioner Robertson asked if there were environmental concerns on the Eagan side as well.

Mr. Hunting replied that he believed the operation occurred only in Inver Grove Heights.

Mr. Mele advised there was previously a home on the Eagan side which was demolished and buried.

Chair Maggi stated that apparently the experts have determined this site to be environmentally safe so the Planning Commission's job was to determine whether or not low density residential was an appropriate land use for this site.

Commissioner Weber asked if now would be the time to discuss lot sizes, etc.

Chair Maggi replied it was not as the request was just for a comprehensive plan amendment.

Commissioner Simon asked if this would be considered equivalent to the Northwest Area, because your 65 foot widths are not that problematic in the NWA.

Mr. Hunting stated he just pointed out that what we did in the concept plan would say they are going to have to be applying for some variances. It is consistent with the lot sizes in Eagan, they are smaller than the Coventry development, but are of similar size to the ones we have been seeing in the Northwest Area. They are viable lots and at this point they plan to meet all the standard setbacks.

Recommendation to City Council

September 6, 2016

Page 3

**Planning Commission Recommendation**

Motion by Commissioner Robertson, second by Commissioner Weber, to approve the request for a comprehensive plan amendment to change the land use designation of the property from LI, Limited Industry to LDR, Low Density Residential, for the property located on the west side of Jefferson Trail, south of Wescott Road, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on September 26, 2016.

**P L A N N I N G     R E P O R T**  
**CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** September 2, 2016

**CASE NO:** 16-40PA

**APPLICANT:** Pulte Homes of Minnesota

**PROPERTY OWNER:** Star Fire Property, LLC

**REQUEST:** Comp Plan Land Use Amendment

**LOCATION:** Dodd Road and Hwy 149

**HEARING DATE:** September 6, 2016

**COMPREHENSIVE PLAN:** LI, Light Industrial

**ZONING:** I-1, Limited Industrial

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

Pulte Homes is proposing to develop a residential project on adjoining properties in both Eagan and Inver Grove Heights. The total property is approximately six acres and the project would consist of a single family development containing 21 total units in both cities. The parcel in Inver Grove Heights is 3.4 gross acres, or 2.81 net acres in size with 10 units proposed. The application consists of the following:

1. A Comprehensive Plan Amendment to change the designation from LI, Light Industrial to LDR, Low Density Residential (1-3 units/acre).

The concept plan submitted shows a development with one access to Dodd Road in Eagan. The design incorporates smaller lots sizes in order to maximize development capacity on the site. The applicant will need to apply for variances from lot size and width standards based on the concept proposed.

This request addresses only the land use change question. The applicant has submitted a concept plan of the layout for illustrative purposes only. This application does not include any requests for site plan approval. If the Comprehensive Plan is approved by the City Council, then the applicant would be required to submit an application for rezoning and platting for the residential project which would include all the site details such as lot size and layout, setbacks, landscaping, access and building design.

## **EVALUATION OF THE REQUEST**

The subject site is surrounded by the following land uses:

North – Hwy 149

East - Light industrial uses; zoned I-1; guided LI

West - City of Eagan, single family residential

South – single family; zoned R-1C; guided LDR

The site is currently vacant in both cities. There has been numerous industrial uses over the years on the parcel in Inver Grove Heights. This property had been a subject of comp plan change back in 2003 for a town home project in Inver Grove Heights and single family in Eagan. The site was found to be contaminated with industrial waste from the previous users. Since that time, the site has been cleaned up and approved by both Dakota County and Minnesota Pollution Control Agency.

## **COMPREHENSIVE PLAN AMENDMENT**

The portion of the property in Inver Grove Heights is designated for light industrial uses. The property in Eagan is guided for low density residential uses.

The subject site has been guided and zoned industrial since at least 1980. Since there has been some type of existing industrial use, the designation or zoning has not changed.

The text of the Comprehensive Plan defines Low Density Residential as the following:

"The low-density residential category encompasses traditional "urban" density development in Inver Grove Heights. LDR includes lots or parcels ranging from 1 unit per acre to 3 units per net acre. Substantial portions of the low-density residential area are anticipated to develop at a density of one to three units per net acre. Housing types in the low-density residential category include single-family detached homes, twin home units and lower density, townhome style developments. In all cases, low-density residential development will be served by public water and sanitary sewer systems."

The proposed project with 10 units over 2.81 net acres yields a net density of 2.81 units/acre which would be consistent with the requested change.

The Comprehensive Plan also identifies polices for each land use category that should be factored in with land use changes and development proposals. Policies that are relevant to this request include:

1. Allow infill development in a manner that protects the character of existing residential neighborhoods.
2. Maintain a circulation system that connects neighborhood areas while emphasizing a system of collector roadways to accommodate vehicular movements.
3. Provide a broad range of housing opportunities.
4. Insure that new development areas are compatible in size and scale with existing, adjacent neighborhoods.
10. Reflect the history and character of existing residential neighborhoods in future infill development with those neighborhoods.

As stated earlier, the surrounding neighborhoods to the west and south are developed with single family houses. There are also some new large lot residential houses on the east side of Hwy. 149, just to the north of the industrial uses. Directly across the highway from the subject site are some light industrial uses which have been compatible with the new housing constructed around them. All of the houses in the Coventry Path development (immediately to the south) on the west side of the highway have been constructed after the industrial uses were in place. Staff is not aware of any noise or other land use incompatibility issues with the houses along Hwy 149 or across from the industrial uses. Residential development would be consistent with the existing residential to the west and south. Changing the designation would make the whole area on the west side of Hwy. 149 residential.

The site is not a good candidate for continued industrial uses. The site has no direct access from either Wescott Road or Hwy 149. Access is via a private easement across the property to the north in Eagan right next to the railroad tracks. Based on this criterion alone, residential would be a better fit as access can be obtained for the whole site through Eagan onto Dodd Road.

Staff finds the request to Low density residential to be compatible and consistent with the residential pattern of development in the neighborhood.

### **ALTERNATIVES**

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:
  - o Approval of the **Comprehensive Plan Amendment** to change the land use designation of the property from LI, Light Industrial to LDR, Low Density Residential subject to the following conditions:
    1. The comprehensive plan amendment will not become effective until the applicant receives final plat and development plan approval from the City Council.



**MEMO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Michelle Tesser  
**FROM:** Allan Hunting  
**DATE:** September 19, 2016  
**SUBJECT:** City Council Agenda of September 26, 2016

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Here is the list of planning items for the next City Council agenda, in no particular order.

REGULAR AGENDA

**DEALS ON WHEELS,LLC;** Consider a Resolution relating to a Variance to allow a four foot parking setback from the front property line whereas 10 feet is required for property located at 6250 Concord Boulevard.

**PULTE HOMES OF MINNESOTA;** Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation from LI, Light Industrial to LDR, Low Density Residential for property located west of Jefferson Trail and south of Wescott Road.

**CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of a Zoning Ordinance Amendment relating to:

- a) changes to the Major Site Plan Review and Conditional Use Permit Review amendments expanding administrative review.
- b) changes to the permitted and conditional uses in the I-2, General Industry Zoning District.



# Tipperary Land Use Amendment



## Existing Land Use



## Proposed Land Use





**“TIPPERARY”**  
**APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT**  
**INVER GROVE HEIGHTS, MINNESOTA**  
**August 1, 2016**

## Introduction

Pulte Homes of Minnesota (“Pulte”) as applicant is pleased to be submitting this application for Comprehensive Plan Amendment.

Pulte’s company vision is **“Building Consumer Inspired Homes and Communities to Make Lives Better”**. We are one of the largest national homebuilders in the United States with corporate offices in Atlanta, Georgia. We currently operate under three distinct brands of homebuilding throughout the United States: Pulte Homes, Centex Homes, and Del Webb. Pulte’s Minnesota Division has an office in Eden Prairie and will construct approximately 400 homes in the Twin Cities market in 2016.

Pulte will act as both developer of the property and builder of the homes within a new neighborhood proposed as “Tipperary”. The primary contact for Pulte is:

Paul Heuer, Director of Land Planning & Entitlement  
952-229-0722  
[Paul.Heuer@PulteGroup.com](mailto:Paul.Heuer@PulteGroup.com)  
7500 Office Ridge Circle, Suite 325  
Eden Prairie, MN 55344

## Property Legal Description

PID 10-01300-78-010

SECTION 13 TWN 27 RANGE 23 PT OF S 1/2 OF SE 1/4 S & E OF SAR #7

PID 10-02400-01-010

SECTION 24 TWN 27 RANGE 23 PT OF N 1/2 OF NE 1/4 BEG NE COR S 132 FT W PARR WITH N LINE 351.91 FT TO C/L CR #63 NE ON C/L 161.98 FT TO N LINE E ON N LINE 257.38 FT TO BEG

PID 10-02400-02-012

SECTION 24 TWN 27 RANGE 23 PT OF NE 1/4 COM NE COR S ON E LINE 132 FT TO PT OF BEG CONT S 256.50 FT W PARR N LINE 515.13 FT TO C/L CR #63 NE ON C/L 303.11 FT E PARR N LINE 351.91 FT TO PT OF BEG

PID 20-01800-57-010

SECTION 18 TWN 27 RANGE 22 SW 1/4 OF SW 1/4 S & W OF HGWY & SW 50 FT OF ADJ 200 FT RR R/W

PID 20-01900-30-010

SECTION 19 TWN 27 RANGE 22 N 3 ACS W OF RR OF NW 1/4 OF NW 1/4 & SW 50 FT OF ADJ 200 FT RR R/W

# Key Facts

- Development has 3.41 acres in Inver Grove Heights and 4.23 acres in Eagan
- Existing zoning is I-1 Limited Industrial
- Proposed zoning is R-1C
- 10 residential housing units in Inver Grove Heights (21 total)
- Gross density is 2.93 units/acre in Inver Grove Heights
- 50 feet right-of-way and 28 feet streets (face to face of curb)

Single Family Dimension Standards (minimums)

Lot Width	65 feet
Minimum area	8,000 square feet
Front yard setback	30 feet
Side yard setback to home	6 feet
Side yard setback to garaged	5 feet
Rear yard setback	15 feet

# Comprehensive Plan Considerations

The following supportive information is provided in consideration of the application for the Land Use Guide Plan Amendment.

## Land Use Location Criteria

Low density residential housing is located directly to the south. The proposed land use is consistent with adjacent land uses and is therefore consistent with the goals and objectives of the Comprehensive Plan.

## Supply and Demand

Our market research indicates that there is a demand for various housing products in this sub-market which are not fully being met. The housing product proposed in this application will serve an existing need among existing Inver Grove Heights residents as well as residents outside of the City.

## Impacts on Other Comprehensive Plan Elements

Transportation – The State and County, and major City street systems in this area have been completed and appear to have adequate capacity to handle the incremental traffic generated from this infill site.

Sanitary Sewer – The City and Metropolitan Council sanitary sewer systems have been designed for and have adequate capacity to serve this infill site.

Water – The City’s water system has been designed for and has adequate capacity to serve this infill site. We anticipate making a connection between the Inver Grove Heights and Eagan water systems, thereby strengthening and providing redundancy to both systems.

Surface Water – We are not aware of any regional storm water capacity issues. We will meet all water quality requirements throughout the site.

Parks and Open Space – Park dedication fees will be paid. Such fees can go toward the creation and expansion of the existing City park system.

# Neighborhood Vision

Use of this property is governed by a number of constraints and attributes:

1. Constraints – There are a number of constraints for this property: A functioning railroad to the east, an existing power line within the railroad right-of-way, TH 149 to the east, and limited access.
2. Attributes – The primary positive attribute of this property is that it is located within the highly acclaimed Rosemount-Apple Valley-Eagan School District.

The above listed property characteristics are inherent to the property. Given these traits, we determined that the highest and best use for the property is value oriented single family housing. We are confident that this will be a highly desirable neighborhood in the eyes of the home buying public and the City.

# Example Schedule

The following preliminary schedule for development is envisioned based on current information:

Summer 2017	Grading
Summer 2017	Utilities and streets
Fall/Winter 2017/2018	Begin selling homes
2018/2019	Full development buildout

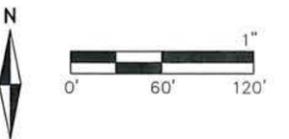
*This submittal includes:*

- *Comprehensive Plan Amendment application*
- *Application fee*
- *Mailing labels with abstractors certificate*
- *This narrative with legal description included*
- *Survey*
- *Land Use Map*



# LAND USE MAP - COMPREHENSIVE PLAN AMENDMENT

Tipperary, Inver Grove Heights, Minnesota





September 15, 2016

City of Eagan  
Attn: Pam Dudziak  
3830 Pilot Knob Road  
Eagan, MN 55122

RE: Tipperary residential development

Dear Pam:

We realize that cities typically stand aside on most environmental issues and defer to the MPCA and Dakota County. However, we wanted to pass along additional information related to the environmental concerns expressed by one resident who lives immediately south of the proposed Tipperary development. Here are some key facts that may be helpful.

The resident that has expressed environmental concerns is Don Mele, 501 Tyne Lane, Eagan. Don attended the Inver Grove Heights planning commission meeting for the Comp Plan amendment on September 6, 2016 and he spoke at this public hearing about his environmental concerns. It is our understanding that Don has the following concerns:

1. He questions whether the property has been adequately remediated/cleaned up.
2. He wonders whether existing and construction dust may have high levels of lead and therefore be dangerous.

After the Inver Grove Heights public hearing, we had a conversation with Don. We had wondered how he had reached conclusions that varied so far from the reports and materials that we had collected and studied. We asked him what he had based his conclusions on. He responded that he had not read any of the environmental documents prepared for the site. We encouraged him to visit the MPCA and to read all of the reports and approvals.

In answer to his first concern, Pulte Homes previously obtained and reviewed a 382 page "Voluntary Response Action Plan and Response Action Design" dated October 2006 and prepared by Landmark Environmental LLC. This document was approved by the MPCA. We would be happy to share this detailed and thorough report with you. The report outlined the environmental history of the property. Crushed battery casings had been spread over a portion of the property. Batteries contain lead, a hazardous substance. In 2007, the property owner completed remediation/cleanup of the property. We hired our own reputable environmental consultant (Braun Intertec) to review all past records and reports and to offer their opinion. Braun Intertec indicated that the remediation work and record keeping have been thorough. Their opinion gave us a level of comfort in putting this property under contract for purchase. It should be noted that the previous owner of this property had apparently



pushed contaminated materials onto Don's property, resulting in a separate, later remediation project involving Don's property. Due to this history, it is understandable that Don is wary. Don found a small chunk of battery casing (apparently on his property) which he brought to the Inver Grove Heights public hearing in an attempt to emphasize his concern that remediation of our property was inadequate.

We have had detailed conversations with Braun Intertec about what steps we would need to take if we encountered contaminated material during construction activities. If we encounter a chunk of battery casing during construction, the contractor would be instructed to dispose of it. If, by chance, a lead plate or a pocket of contaminated debris was found, Braun Intertec would visit the site and provide direction on remediation and would properly record the steps taken.

In answer to Don's second question, air testing was completed during actual remediation and handling of the contaminated materials on site. During this remediation work (August to November, 2007) testing of the air for lead occurred frequently on the southern border of the property. The remediation plan called for work to stop if lead levels were detected at a level of 0.20. All of the readings during remediation were between 0.00 and 0.02. Readings of lead never exceeded 10% of the "stop work" threshold, even during handling of the contaminated material. With the contaminated material now removed from the property, there is no reason to believe that levels of lead in the air would approach even the low levels tested during the actual remediation activities.

Based on the facts and information obtained and thoroughly reviewed, our firm is comfortable with the remediation steps taken to date on the property that we have under contract. All steps appear to have been completed thoroughly, recorded in detail, and met the requirements of the MPCA and Dakota County. As a publicly traded company, we carefully manage our risk and have thoughtfully performed our "due diligence" on this property. It is our sincere hope that you find this additional information to be helpful. Please feel free to contact me at 952-229-0722 or [paul.heuer@pultegroup.com](mailto:paul.heuer@pultegroup.com) with any questions or concerns.

Sincerely,



Pulte Homes of Minnesota  
Paul Heuer  
Director of Land Planning & Entitlements

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS; Major Site Plan and I-2 uses Ordinance Amendments**

Meeting Date: September 26, 2016  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider the Second Reading of Zoning Ordinance Amendments relating to:

- a) changes to the Major Site Plan Review and Conditional Use Permit Review relating to expanding administrative reviews of amendments.
  - Requires 3/5th's vote.
- b) changes to the permitted and conditional uses in the I-2, General Industry Zoning District.
  - Requires 3/5<sup>th</sup>'s vote.
  - 60-day deadline: N/A

**SUMMARY**

Council approved the first reading of the two ordinance amednemnts on September 12<sup>th</sup> with no changes to the ordinances.

No further changes are being suggested by staff.

Planning Division. Recommends approval of the second reading of the two ordinance amendments as proposed.

Attachments: Major Site Plan Ordinance  
 Permitted/Conditional Use Ordinance

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) CHAPTERS 3A, CONDITIONAL USES AND  
CHAPTER 15J SITE PLAN REVIEW, TO ALLOW ADMINISTRATIVE REVIEW OF  
AMENDMENTS TO APPROVED CONDITIONAL USE PERMITS AND SITE PLAN  
REVIEWS

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

**Section One. Amendment.** Title 10, Chapter 3A-5, REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL of the Inver Grove Heights City Code is hereby amended to add section (C) as listed below:

10-3A-5:      **REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL:**

C.      Within the I-2 District only, modifications to the previously approved site plan of an approved conditional use permit shall be allowed by administrative review subject to the following procedural requirements:

1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.

2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.

3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.

4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.

5. Any new use not approved under the existing conditional use permit and is classified as a conditional use in the corresponding zoning district, shall require the entire application to be processed in accordance with the requirements for conditional uses, section 10-3, article A of this title.

6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

**Section Two. Amendment.** Title 10, Chapter 15, Section 10-15J, SITE PLAN REVIEW of the Inver Grove Heights City Code is hereby amended to add section 10-15J-14 to read as follows:

**10-15J-14: AMENDMENTS TO APPROVED SITE PLANS:**

C. Within the I-2 District only, modifications to the previously approved site plan for a Major or Minor project shall be allowed by administrative review subject to the following procedural requirements:

1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.

2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.

3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.

4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.

5. Site plan modifications involving conditionally permitted uses are subject to the review requirements found in chapter 3, article A of this title.

6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

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

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, (ZONING ORDINANCE) REGARDING CHANGES TO PERMITTED  
AND CONDITIONAL USES WITHIN THE I-2, GENERAL INDUSTRY ZONING  
DISTRICT AND TO TITLE 10-15-10 RELATING TO EXTERIOR STORAGE IN  
THE I-2, GENERAL INDUSTRY ZONING DISTRICT

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

**Section One. Amendment.** Title 10, Chapter 6, LAND USE MATRICES of the  
Inver Grove Heights City Code is hereby amended to add the following:

10-6-2: LAND USES IN ALL NONRESIDENTIAL DISTRICTS:

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Additional building height (see section <a href="#">10-5-8</a> of this title)	C	C	C	C	C	C	C	C	C	C	C	C
Adult uses (see <a href="#">chapter 15, article F</a> of this title)			C			C						
Airport						C						
Antennas												
Commercial (see <a href="#">chapter 15, article G</a> of this title)	A	A	A	A	A	A	A	A	A		A	A
Noncommercial (see exception in subsection <a href="#">10-15G-2B</a> of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Antique shop		P	P	P								
Appliance store		P	P	P								
Art studio (nonretail)	P									P	C	
<del>Auto auction sales</del>								<del>C</del>				

Auto parts and accessories store, no on site shop or repairs		P	P	P								
Auto repair												
Major				A			P					
Minor				P	C		P					
Automobile and off highway vehicle sales				C								
Automobile body shop				A			P					
Automobile rental business				C								
Automobile service - as accessory to retail sales (see section <a href="#">10-15-24</a> of this title)					C							
Automobile service center				C								
Automobile service station (see section <a href="#">10-15-23</a> of this title)			C	C	C		P					
Bagel shop	P	P	P	P					A	P		
Bakeries - retail		P	P	P						P	C	
Bank (see section <a href="#">10-15-25</a> of this title)	P	P	P	P						P		
Bar (tavern)		C	P	P								
Barber/beauty shop	C	P	P	P						P	C	
Bicycle sales and repair		P	P	P						P	C	
Billboard (see section <a href="#">10-15E-6</a> of this title)							C		C	P		
Boat and marine sales (enclosed building)				P	P							
Body art establishment (see section <a href="#">10-15-32</a> of this title)		P	P	P			C					
Bookstore		P	P	P							C	
Bottling works							P					
Building materials yard				C	C		C					
Bus terminal				C	P							

Bus terminal and repair garage							P						
Business and trade school			C				C		C				
Car wash		P	A	A									
Cemetery, including mausoleum and columbarium										P			
Church			C							P			
Clothing store		P	P	P									
Clubhouse and other golf course structures										A			
Coffee shop	P	P	P	P						A	P		
Commercial greenhouse			P										
Commercial kennels, daycare (see definition of "kennel, commercial daycare" in section <a href="#">10-2-2</a> of this title)			C										
<b>Commercial television and radio transmitters</b>										<b>C</b>			
Community gardens	P	P	P	P	P	P	P	P	P	P	P	P	P
Construction office/trailer, temporary	P	P	P	P	P	P	P	P	P	P	P	P	P
Contractor's shop - indoor							P		P				
Contractor's yard - outside but enclosed with fence							C		<b>C</b>				
Convenience store with gas sales (see section <a href="#">10-15-23</a> of this title)	C	C	C	C							C		
Convention center			C										
Convents, seminaries, monasteries, and nunneries; rectories, parsonages and parish houses; religious retreats when accessory to a place of worship										A			
Copy center	C	P	P	P							P	C	C
Crematorium		P	P	P									

Daycare facility	C	C	C	C					C	C		
Dessert shop		P	P	P					P	C		
Drinking establishment (see "bar [tavern]" in this section)												
Drugstore		P	P	P					P			
Dry cleaning; laundry pick up stations	C	P	P	P					P	C		
Electrical, heating, plumbing, and appliance repair			C			P		P				
Enclosed maintenance facility when architecturally compatible with the surroundings						C		C	P			
Essential services	P	P	P	P	P	P	P	P	P	P	P	P
Essential services buildings	C	C	C	C	C	C	C	C	C			
Fences (see section <a href="#">10-15-12</a> of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Floor covering stores		P	P	P								
Florist - retail sales		P	P	P							C	
Fuel storage and dispensing with conditions: a) Exclusive use by owner; b) No retail sales except for propane	P					P		P				
Fuel storage tank such as crude oil, gasoline, natural gas, propane and other fuels								C				
Furniture store		P	P	P								
Gallery	C	P	P	P								
Game arcade		C	P	P								
Garden supply store			P	P								
Outdoor sales and display area			A	A								
Gift shop		P	P	P							C	
Golf course									P			

Grocery store		P	P	P								
Hardware store		P	P	P								
Higher education facilities									P			
Hobby shop		P	P	P								
Home improvement center			C	P								
Outdoor sales and display				A								
Hospital									P			
Impound lot (see section 10-15-29 of this title) <u>and Auto Auction Sales</u>						C		C				
Interior decorating store	P	P	P	P								
Jewelry store		P	P	P							C	
Laundromat		P	P	P					P			
Laundry						P						
Liquor store		C	P	P							C	
Locksmith		P	P	P								
Manufacturing and assembly						C	C	P				
Sales and service of semitrailers, trucks and trailers, including equipment, parts and tires								A				
Marina			C			C						
Massage therapy, licensed	P	P	P	P								
<u>Meat processing and packaging (no slaughtering permitted)</u>								P				
Medical and dental clinics (see also "clinic (medical and dental)" in this section)	P	P	P	P					P	C	C	
Medical complexes and facilities	C			C	C		P			C	C	
Ministorage facilities (including caretaker quarters) <u>and outdoor vehicle storage</u>			C			C		P				

Mortuary		P	P	P								
Motel/hotel			P	C							C	
Multiple-family dwellings when attached to business										P		
Municipal community center and recreation facilities									P			
Municipal government administration buildings, fire stations, and police stations									P			
Museum	C								P			
Music store		P	P	P								
Music studio												
Nonretail	P	P	P	P						P	C	
With incidental sales	C	P	P	P						C		
Newspaper and publishing office			P	P								
Nightclub (providing structure is more than 100 feet from R zoned property)			C									
Nursing home									C			
Off street parking	A	A	A	A	A	A	A	A	A	A	A	A
Office:												
Showroom						P		<u>P</u>				
Trucking terminal						C		<u>C</u> <u>P</u>				
Warehouse						C	P	<u>P</u>				
Office building	P	P			P		P	P		P	C	C
Office supply store		P	P	P								
Open sales lot (excludes automobile and off highway vehicle sales lots)		C	C			C		<u>C</u> <u>P</u>				
Optical/eyeware sales:												
<1,000 square feet floor area	C	P	P	P							C	

>1,000 square feet floor area		P	P	P								
Outdoor storage			C			C		C <sup>1,2</sup>				
Outdoor storage associated with municipal government use only									P			
Packaging, cleaning, repair or testing (enclosed building)						P	P	P				
Paint and wallpaper sales		P	P	P		C		C				
Pawnshop, licensed			P									
Personal gardens	P	P	P	P	P	P	P	P	P	P	P	P
Pet shop (no boarding)		C	P	P								
Photo processing with film sales	C	P	P	P						P		
Photography studio (nonretail)	P	P	P	P						P	C	
Photography supply and processing		P	P	P								
Picture framing	P	P	P	P							C	
Places of worship			C						P			
Playhouses	C	P	P	P					P			
Post office			P	P								
Printing and publishing:						P	P	P				
<14,000 square feet floor area			P									
Private lodges and clubs		C	C						P			
Private motor fuel dispensing station (see section 10-15-23 of this title)	C					C		C <sup>1,2</sup>				
Processing and treatment						C	C	C <sup>1,2</sup>				
Professional offices, not within office building	P	P	P	P	P	A	P	A	A		C	
Public and private schools									P			
Public libraries and art galleries									P	P		

Public parks and playgrounds										P		
Radio and television studios	C											
Recreation centers			C							P		
Research and development facilities (indoor only)	P			C	C	C	P	C	P		C	C
Restaurant:	P	P	P	P	P						C	
Fast food (see section <a href="#">10-15-25</a> of this title)		C	C	C	C							
Within a clubhouse on a golf course										A		
Retail, general:												
<1,000 square feet		P	P	P							C	
> or = 1,000 square feet			P	P								
Service of semi tanks, trucks and trailers (except as prohibited by the <a href="#">Fire Code</a> ), including equipment, parts and tires										PC		
Shelter for battered women when accessory to at least one of the following: place of worship, academy, higher education facility, or hospital										C		
Shoe repair		P	P	P								
Signs (see <a href="#">chapter 15, article E</a> of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Single-family dwelling:												
Attached										P		
Existing (see section <a href="#">10-10F-4</a> of this title)											P	
Small appliance repair		P	P	P								
Sporting goods store		P	P	P								
Stone and monument sales			C			C				C		
Studios: dance, exercise, marshal arts, etc.:												
<2,000 square feet in floor area	C	P	P	P							P	
> or = 2,000 square feet in floor area		P	P	P								



~~1. Outdoor storage shall only be permitted as an accessory use and by conditional use permit.~~

2. 1. Outdoor storage shall be screened by a fenced enclosure from the public right of way, residential uses, and any non-I-2 zoned property. At a minimum, the fence shall consist of a six foot (6') high solid wood fence.

3. 2. The enclosure shall not encroach into any established front building setback, and it shall not encroach into any side or rear yard parking setback.

4. 3. The enclosure shall not interfere with any pedestrian or vehicular movement.

5. 4. The items to be stored shall not exceed the height of the enclosure, except for vehicles or large equipment.

6. 5. The storage area shall not occupy required parking spaces or landscape areas.

7. 6. The storage area shall be surfaced with concrete, bitumin, class V gravel, or an approved equivalent. The surface shall be maintained to prevent deterioration, dust and erosion.

8. 7. The outdoor storage shall only be conducted by an occupant of the principal building and shall be accessory thereto.

9. 8. The outdoor storage area shall be set back a minimum of one hundred feet (100') from the lot boundary of any A, E, or R district.

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

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Tesser, City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolutions Adopting the Proposed Tax Levy for 2017, Adopting the Proposed 2017 Budgets, Adopting the Proposed Watershed Management Taxing District Tax Levy for 2017, and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed**

Meeting Date: September 26, 2016  
Item Type: Regular Agenda  
Contact: Kristi Smith 651-450-2521  
Prepared by: Kristi Smith, Finance Director  
Reviewed by: Joe Lynch, City Administrator

**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 – 2017 Budget

**PURPOSE/ACTION REQUESTED**

To approve resolutions adopting the proposed 2017 budgets and tax levies and set the date and time for the regularly scheduled meeting where the budget will be discussed.

**SUMMARY**

The City must adopt the proposed 2017 tax levies and proposed budgets on or before September 30, 2016. The tax levies and the date for the regularly schedule public meeting where the budget will be discussed must be certified to Dakota County by the same date.

The budgets at this time are still proposed and may change during the forthcoming budget meetings and prior to final adoption in December. The tax levies can be reduced, but not increased after the proposed levies have been certified.

- Taxable market values are up 2.5% and net tax capacity is up 2.2% (without new construction increases are 1.93% and 1.53%, respectively).
- In the Base Budget General Fund Expenditures increased 4.0% from the 2016 amended budget. In the Base Budget Plus Additions Expenditures increased 5.3% from the 2016 amended budget.
- The proposed 2017 Base Budget Plus Additions results in a 5.13% increase to the tax rate and a 7.62% increase to the tax levy.
- The General Fund budget continues to rely on a transfer from the Host Community Fund. We are trying to reduce the reliance on other funds as they are not sustainable long-term.

The Base Plus Additions levy increase proposed is \$1,368,141 which includes:

**Base Budget**

\$557,500	Personnel
217,900	Allocations
172,200	Other
<u>129,500</u>	Transfer to EDA
\$1,077,100	Base Budget Levy Increase

**Additions**

\$148,100	New Requests (Personnel, Allocations and Other)
\$1,225,200	Base Plus Additions Levy Increase

**Debt Service**

\$142,941	Debt Service Levy Increase
\$1,368,141	Total Levy Increase (Operations and Debt Service)

The first study session regarding the 2017 budget was held on August 1, 2016 and the proposed budget was distributed to the City Council on August 22, 2016.

The following exhibits are included: Exhibit A, 2017 Budget Calendar; Exhibit B, Market Value and Net Tax Capacity Comparisons; Exhibit C, Proposed Tax Levy under the 2017 Base Budget Plus Additions scenario; Exhibit D which calculates the estimated tax rate; and Exhibit F which shows the impact to mean, median and business properties under the Base Plus Additions scenario. Also attached are the Summary pages for each of the funds budgeted.

In addition to approving the resolutions for the 2017 proposed budgets and tax levies the Council also needs to determine the time and place of the regularly scheduled meeting at which the budget and levy will be discussed and the final budget and levy determined. This meeting must be held after 6:00 p.m. between November 25 and December 28. The public must be allowed to speak. We are proposing this be done at the regularly scheduled meeting on December 12, 2016.

We will be discussing these budgets at study session meetings between now and the regularly scheduled public meeting where the budget will be discussed.

Staff recommends setting the regularly scheduled meeting where the budget will be discussed as Monday, December 12, 2016 at 7:00 p.m. and approval of the following resolutions:

- Resolution adopting the proposed 2017 budgets
- Resolution adopting the proposed property tax levy for 2017
- Resolution adopting the proposed watershed management taxing district tax levy for 2017

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

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

**RESOLUTION ADOPTING THE PROPOSED 2017 BUDGETS**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:**

The following proposed funds' expense/expenditure budgets for the City of Inver Grove Heights for fiscal year 2017 are hereby approved:

General Fund	\$20,755,500
Recreation Fund	640,400
Community Center Fund (excludes Capital)	3,140,500
EDA Fund	130,300
Storm Water Fund	275,700
Storm Water – NWA Fund	0
ADA Fund	41,800
Water Fund	3,048,400
GO Water Rev Ref 2012A Fund	5,900
Water Rev Ref 2012A Fund	36,000
Water Connection Fund	0
Water System Improvement Fund	0
Water – NWA Fund	5,000
Sewer Fund	3,590,500
Sewer Rev 2010A Fund	209,000
GO Sewer Rev 2014B Fund	105,600
GO Sewer Rev 2015B Fund	128,600
Sewer Connection Fund	0
Sewer – NWA Fund	5,000
Golf Course Fund	1,818,000
Risk Management Fund	949,500
Central Equipment Fund	1,731,200
Central Stores Fund	87,600
City Facilities Fund	1,166,700
Technology Fund	743,700

Adopted this 26<sup>th</sup> day of September, 2016, by the City Council of Inver Grove Heights.

Ayes:

Nays:

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

ATTEST:

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

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

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

**RESOLUTION ADOPTING THE PROPOSED TAX LEVY FOR PAYABLE 2017**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:**

There is a proposed tax levied upon taxable property in the City of Inver Grove Heights payable in 2017 for the following purposes in the following amounts:

General Operating Fund	\$17,123,000
Bond Retirement:	
City Share of Special Assessments	234,058
G.O. Improvement Bonds, 2014B (Levy of \$101,461 plus shortfall of \$48,539)	150,000
G.O. Improvement Bonds, 2014B (Levy of \$314,034 plus shortfall of \$130,966)	445,000
G.O. Capital Improvement Bonds, 2009A (Levy of \$642,800 less transfer from Closed Bond Fund of \$200,000)	442,800
G.O. Improvement Bonds, 2010B (Levy of \$287,036 less \$92,036 of funds available)	195,000
PIR Refund Bonds, 2010C (Levy of \$65,351 less \$65,351 of funds available)	0
G.O. Improvement Refunding Bonds, 2011A (Levy of \$30,232 plus shortfall of \$68,968)	99,200
G.O. Bonds, 2015A	<u>634,334</u>
Total Bond Retirement	<u>2,200,392</u>
Total Levy	<u>\$19,323,392</u>

Adopted this 26<sup>th</sup> day of September, 2016, by the City Council of Inver Grove Heights.

Ayes:

Nays:

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

ATTEST:

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

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

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

**RESOLUTION ADOPTING THE PROPOSED WATERSHED MANAGEMENT  
TAXING DISTRICT TAX LEVY FOR PAYABLE 2017**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS  
FOLLOWS:**

There is a proposed special property tax levied upon the taxable property within the Watershed Management Taxing District (W.M.T.D.) in the City of Inver Grove Heights payable in 2017 for the following purpose in the following amount:

***Bond Retirement***

Simley Lake W.M.T.D.	\$24,033
G.O. Storm Water Bonds 2010C (Project No. 1993-27, Cahill Ave.) (Levy of \$42,987 less \$18,954 of available funds)	

Adopted this 26<sup>th</sup> day of September, 2016, by the City Council of Inver Grove Heights.

Ayes:

Nays:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS  
2017 BUDGET CALENDAR -UPDATED 8-30-16**

June 6, 2016	Budget Work Session Initial discussion, review/revise calendar, establish direction
August 1, 2016	Budget Work Session Introduction of preliminary 2017 General Fund budget and Presentations of requested budget additions - Public Safety and Public Works
August 29, 2016 Special Meeting	Budget Work Session Presentations of requested budget additions - Administration, Finance, Community Development and Parks & Recreation
September 19, 2016 Special Meeting	Budget Work Session Cash balances, fund balances and reserves, Debt Service Handouts - Base Budget Benefited Positions by Department, Base Budget FTE Benefited Positions and Base Budget Hours and FTE Non- Benefited Positions
<b>September 26, 2016</b>	<b>City Council Adopt 2017 Proposed Budgets &amp; Tax Levies</b>
September 30, 2016	Final Date to Certify Proposed Tax Levies & Budgets to Dakota County
October 3, 2016	Budget Work Session CIP, Recreation, Community Center, Golf, ADA, EDA and TIF Funds
November 7, 2016	Budget Work Session Water, Sewer, Storm Water, Internal Service Funds, Central Equipment Replacement and CIP Final
Between 11/10 and 11/24	Dakota County sends out Parcel Specific Notices for Budget Meeting
December 5, 2016	Budget Work Session Final review of 2017 budget and tax levy
<b>December 12, 2016</b>	<b>City Council Truth-in-Taxation Public Hearing Adopt Pay 2017 Final Budgets &amp; Tax Levies</b>
<b>December 28, 2016</b>	<b>Final Date to Certify Final Tax Levies &amp; Budgets to Dakota County</b>

**CITY OF INVER GROVE HEIGHTS  
2017 BUDGET**

**MARKET VALUE COMPARISON**

	<u>2016</u>	<u>%</u>	Preliminary <u>2017</u>	<u>%</u>	<u>\$ Change</u>	<u>% Change</u>	<u>New Construction</u>	<u>% Change w/o New</u>
Residential	2,367,440,126	74.01%	2,434,312,547	74.24%	66,872,421	2.8%	17,055,700	2.10%
Commercial	313,980,200	9.82%	313,482,200	9.56%	(498,000)	-0.2%	970,400	-0.47%
Industrial	84,943,400	2.66%	84,172,600	2.57%	(770,800)	-0.9%	154,100	-1.09%
Utility	79,926,600	2.50%	79,926,600	2.44%	0	0.0%	0	0.00%
Agricultural	21,013,518	0.66%	20,893,957	0.64%	(119,561)	-0.6%	154,400	-1.30%
Rural Vacant	8,497,800	0.27%	8,370,100	0.26%	(127,700)	-1.5%	0	-1.50%
Apartments	273,601,800	8.55%	287,984,300	8.78%	14,382,500	5.3%	0	5.26%
Railroads	11,498,200	0.36%	11,498,200	0.35%	0	0.0%	0	0.00%
	<u>3,160,901,644</u>		<u>3,240,640,504</u>		<u>79,738,860</u>	<u>2.5%</u>	<u>18,334,600</u>	<u>1.94%</u>
Personal Prop.	38,055,400	1.19%	38,498,200	1.17%	442,800	1.2%	0	1.16%
	<u>3,198,957,044</u>	<u>100.00%</u>	<u>3,279,138,704</u>	<u>100.00%</u>	<u>80,181,660</u>	<u>2.5%</u>	<u>18,334,600</u>	<u>1.93%</u>

**NET TAX CAPACITY COMPARISON**

	<u>2016</u>	<u>%</u>	Preliminary <u>2017</u>	<u>%</u>	<u>\$ Change</u>	<u>% Change</u>	<u>New Construction</u>	<u>% Change w/o New</u>
Residential	23,933,971	63.16%	24,605,676	63.54%	671,705	2.8%	223,223	1.87%
Commercial	6,087,475	16.06%	6,074,871	15.69%	(12,604)	-0.2%	19,408	-0.53%
Industrial	1,674,467	4.42%	1,658,300	4.28%	(16,167)	-1.0%	3,082	-1.15%
Utility	1,597,032	4.21%	1,597,032	4.12%	0	0.0%	0	0.00%
Agricultural	190,724	0.50%	190,685	0.49%	(39)	0.0%	1,890	-1.01%
Rural Vacant	76,074	0.20%	76,760	0.20%	686	0.9%	0	0.90%
Apartments	3,351,489	8.84%	3,526,772	9.11%	175,283	5.2%	0	5.23%
Railroads	229,964	0.61%	229,964	0.59%	-	0.0%	0	0.00%
	<u>37,141,196</u>		<u>37,960,060</u>		<u>818,864</u>	<u>2.2%</u>	<u>247,603</u>	<u>1.54%</u>
Personal Prop.	753,881	1.99%	762,409	1.97%	8,528	1.1%	0	1.13%
	<u>37,895,077</u>	<u>100.00%</u>	<u>38,722,469</u>	<u>100.00%</u>	<u>827,392</u>	<u>2.2%</u>	<u>247,603</u>	<u>1.53%</u>

2017 per Dakota County updated 3/7/16

CITY OF INVER GROVE HEIGHTS  
2017 BUDGET  
PROPOSED TAX LEVIES

	2014 Adopted	2015 Adopted	2016 Adopted	2017 Base	2017 Additions	2016 Adopted - 2017 Base+Additions	
						\$ Change as Percentage	\$ Change
<b>Operating Levies -</b>							
General Tax Levy (subject to Levy Limit)	13,518,400	14,908,500	15,897,800	16,974,900	148,100 *	7.71%	1,225,200
Subtotal Operating Levies	13,518,400	14,908,500	15,897,800	16,974,900	148,100	7.71%	1,225,200
<b>Debt Levies</b>							
326 MN Armory Bldg Comm.	63,735	63,735	19,600	-	-	-100.00%	(19,600)
City Share of Assessments	127,828	233,023	235,201	234,058	-	-0.49%	(1,143)
101 2007 G.O. Public Safety Revenue	80,719	-	-	-	-	-	-
362 2014B G.O. Improvements Bonds	150,000	150,000	122,500	150,000	-	22.45%	27,500
<i>(Contribution from Closed Bond Fund for Reduction to 2014B Debt Levy)</i>	(65,000)	(27,500)	-	-	-	-	-
364 2014B G.O. Improvement Bonds	200,000	250,000	290,000	445,000	-	53.45%	155,000
<i>(Contribution from Closed Bond Fund for Reduction to 2014B Debt Levy)</i>	(65,000)	(27,500)	-	-	-	-	-
353 2009A G.O. Capital Improvement Bonds	600,300	559,800	674,000	642,800	-	-4.63%	(31,200)
<i>(Contribution from Closed Bond Fund for Reduction to 2009A Debt Levy)</i>	(200,000)	(200,000)	(200,000)	(200,000)	-	0.00%	-
355 2010B G.O. Improvement Bonds	282,755	172,700	110,000	195,000	-	77.27%	85,000
356 2010C PIR Refunding Bonds	56,985	56,308	46,942	-	-	-100.00%	(46,942)
358 2011A G.O. Improvement Refunding Bonds	150,000	175,000	123,819	99,200	-	-19.88%	(24,619)
365 2015A G.O. Bonds	-	-	635,388	634,334	-	-0.17%	(1,054)
Subtotal City-wide Debt Levies	1,382,322	1,405,586	2,057,450	2,200,392	-	6.95%	142,941
<b>City-Wide Levies</b>	<b>14,900,722</b>	<b>16,314,066</b>	<b>17,955,250</b>	<b>19,175,292</b>	<b>148,100</b>	<b>7.62%</b>	<b>1,368,141</b>
<b>WMTD Levies</b>						6.79% base only incr., no additions	
357 2010C Storm Water Bonds Simley Lake	44,843	45,683	48,745	24,033	-	-50.70%	(24,712)
360 2012A Storm Water Refunding Bonds Cuneen Trill/College Trill	111,195	109,095	18,200	-	-	-100.00%	(18,200)
	156,038	154,778	66,945	24,033	-	-64.10%	(42,912)
<b>Total</b>	<b>15,056,760</b>	<b>16,468,844</b>	<b>18,022,195</b>	<b>19,199,325</b>	<b>148,100</b>	<b>7.35%</b>	<b>1,325,229</b>
* Levy Limit Amount	13,902,322	N/A	N/A	N/A	N/A		

**Exhibit D**

**CITY OF INVER GROVE HEIGHTS  
2017 BUDGET  
COMPARISON OF 2014, 2015, 2016 ACTUALS, AND 2017 ESTIMATED  
CITY TAX CAPACITY RATES**

	FINAL PAY 2014	FINAL PAY 2015	FINAL PAY 2016	CONSTANT TAX RATE Estimated Tax Levy With Change to Levies To Keep Tax Rate the Same as 2016 ESTIMATED PAY PAY 2017	BASE BUDGET Estimated Tax Levy With Change to Levies To Include the Base Budget Only ESTIMATED PAY PAY 2017	BASE PLUS ADDITIONS Estimated Tax Levy With Change to Levies Base Budget Plus Additions ESTIMATED PAY PAY 2017
TOTAL TAX CAPACITY (1)	\$33,496,932	\$35,625,624	\$37,895,077	\$38,722,469	\$38,722,469	\$38,722,469
LESS: TAX INCREMENT (2)	(1,631,509)	(1,870,734)	(1,824,068)	(1,768,201)	(1,768,201)	(1,768,201)
LESS: FISCAL DISPARITIES CONTRIBUTION VALUE (3)	(3,679,163)	(3,757,226)	(3,798,544)	(4,008,341)	(4,008,341)	(4,008,341)
NET CITY TAX CAPACITY	\$28,186,260	\$29,997,664	\$32,272,465	\$32,945,927	\$32,945,927	\$32,945,927
GROSS CITY-WIDE TAX LEVY	\$14,900,722	\$16,314,066	\$17,955,250	\$18,490,536	\$19,175,292	\$19,323,392
LESS CITY-WIDE FISCAL DISPARITIES DISTRIBUTION (4)	(1,919,017)	(1,919,284)	(2,063,774)	(2,259,396)	(2,259,396)	(2,259,396)
CITY-WIDE TAX LEVY	\$12,981,705	\$14,394,782	\$15,891,476	\$16,231,140	\$16,915,896	\$17,063,996
CITY TAX CAPACITY RATE	0.46128	0.48131	0.49266	<b>0.49266</b>	<b>0.51344</b>	<b>0.51794</b>
RATE INCREASE (DECREASE)	0.04371	0.02003	0.01135	<b>0.00000</b>	<b>0.02078</b>	<b>0.02528</b>
PERCENT INCREASE (DECREASE) IN RATE	10.47%	4.34%	2.36%	<b>0.00%</b>	<b>4.22%</b>	<b>5.13%</b>
CHANGE FROM 2016 TAX LEVY				\$535,286	\$1,220,042	\$1,368,142

**ASSUMPTIONS:**

- (1) THE ESTIMATE OF TAX CAPACITY FOR 2017 IS DAKOTA COUNTY'S DATA AS OF 3/7/16.
- (2) THE TAX INCREMENT INFORMATION IS FROM DAKOTA COUNTY AS OF 4/19/16.
- (3) THE FISCAL DISPARITIES INFORMATION IS FROM DAKOTA COUNTY AS OF 8/21/16.
- (4) THE FISCAL DISPARITIES INFORMATION IS FROM DAKOTA COUNTY AS OF 8/21/16.

CITY OF INVER GROVE HEIGHTS

**TAX COMPARISON 2016 VS 2017 CITY TAXES ONLY - BASE BUDGET PLUS ADDITIONS**

<b>MEAN</b>	
RESIDENTIAL HOMESTEAD VALUE = \$	245,756
<b>2016 TAXABLE MARKET VALUE = \$</b>	<b>228,387</b>
2016	
Tax Capacity -	
1.00% of \$ 228,387 =	2,284
Tax Capacity	2,284
x 2016 Rate	0.49266
2016 City Tax	\$1,125.17
RESIDENTIAL HOMESTEAD VALUE = \$	249,038
1.34% Increase in value	
<b>2017 TAXABLE MARKET VALUE = \$</b>	<b>232,356</b>
2017	
Tax Capacity -	
1.00% \$ 232,356 =	2,324
Tax Capacity	2,324
x Est. 2017 Rate	0.51794
Est. 2017 City Tax	\$1,203.46
Difference	\$78.29
Percent change	6.96%

<b>MEDIAN</b>	
RESIDENTIAL HOMESTEAD VALUE = \$	208,300
<b>2016 TAXABLE MARKET VALUE = \$</b>	<b>189,153</b>
2016	
Tax Capacity -	
1.00% of \$ 189,153 =	1,892
Tax Capacity	1,892
x 2016 Rate	0.49266
2016 City Tax	\$931.88
RESIDENTIAL HOMESTEAD VALUE = \$	214,100
2.78% Increase in value	
<b>2017 TAXABLE MARKET VALUE = \$</b>	<b>195,911</b>
2017	
Tax Capacity -	
1.00% of \$ 195,911 =	1,959
Tax Capacity	1,959
x Est. 2017 Rate	0.51794
Est. 2017 City Tax	\$1,014.70
Difference	\$82.82
Percent change	8.89%

BUSINESS VALUE = \$ 583,200	
2016	
Tax Capacity -	
1.5% of 1st \$ 150,000 =	2,250
2.0% of \$ 433,200 =	8,664
Tax Capacity	10,914
Less Fiscal Disparities	(4,008)
	6,906
x 2016 Rate	0.49266
2016 City Tax	\$3,402.32
BUSINESS VALUE = \$ 563,700	
3.34% Decrease in value	
2017	
Tax Capacity -	
1.5% of 1st \$ 150,000	2,250
2.0% of \$ 413,700	8,274
Tax Capacity	10,524
Less Fiscal Disparities Est.	(4,008)
	6,516
x Est. 2017 Rate	0.51794
Est. 2017 City Tax	\$3,374.91
Difference	(\$27.41)
Percent change	-0.81%

BUSINESS VALUE = \$ 3,080,800	
2016	
Tax Capacity -	
1.5% of 1st \$ 150,000 =	2,250
2.0% of \$ 2,930,800 =	58,616
Tax Capacity	60,866
Less Fiscal Disparities	(22,354)
	38,512
x 2016 Rate	0.49266
2016 City Tax	\$18,973.32
BUSINESS VALUE = \$ 3,058,200	
0.73% Decrease in value	
2017	
Tax Capacity -	
1.5% of 1st \$ 150,000	2,250
2.0% of \$ 2,908,200	58,164
Tax Capacity	60,414
Less Fiscal Disparities Est.	(22,354)
	38,060
x Est. 2017 Rate	0.51794
Est. 2017 City Tax	\$19,712.79
Difference	\$739.47
Percent change	3.90%

**City of Inver Grove Heights  
General Fund Budget Summary  
For Fiscal Year 2017**

Account Description	Actual	2016		2017		2018	
	2014	Actual 2015	Adopted Budget	Amended Budget	Base Budget	Requested Additions	Preliminary Budget
<b>GENERAL FUND REVENUES</b>							
TAX REVENUE	13,610,506	15,146,879	15,907,800	15,907,800	16,989,900	148,100	16,989,900
LICENSES AND PERMITS	1,241,654	844,005	1,147,800	1,147,800	1,173,100		1,173,100
INTERGOVERNMENTAL	632,978	671,940	612,300	612,300	608,200	10,000	608,200
CHARGES FOR SERVICES	1,170,675	1,131,891	1,119,300	1,119,300	1,113,800		1,113,800
FINES & PENALTIES	135,382	120,029	136,200	136,200	128,800		128,800
MISC. REVENUES	308,561	313,776	339,500	339,500	346,600	100,000	346,600
OTHER SOURCES	602,000	300,000	300,000	300,000	200,000		200,000
<b>TOTAL GENERAL FUND REVENUES</b>	<b>17,701,756</b>	<b>18,528,520</b>	<b>19,562,900</b>	<b>19,562,900</b>	<b>20,560,400</b>	<b>258,100</b>	<b>20,560,400</b>
<b>GENERAL FUND EXPENDITURES</b>							
MAYOR-COUNCIL	146,124	154,950	166,700	166,700	177,100		177,100
ADMINISTRATION	613,983	646,537	721,900	723,900	735,600	11,600	735,600
ELECTIONS	46,353	47	54,500	54,500	30,000	1,000	30,000
FINANCE	832,259	862,104	831,000	838,000	863,300	7,400	863,300
COMMUNITY DEVELOPMENT	334,904	367,589	390,200	390,200	442,200	17,000	442,200
PLANNING	299,355	317,211	340,300	343,300	350,700	110,400	350,700
INSPECTIONS	495,898	499,374	618,700	620,700	697,500		697,500
POLICE	5,977,786	6,179,805	7,056,700	7,083,300	7,458,600		7,458,600
FIRE	1,989,207	2,170,265	2,423,300	2,494,800	2,526,800	94,500	2,526,800
PUBLIC WORKS	216,345	231,352	232,500	232,500	242,700		242,700
ENGINEERING	916,827	992,144	993,200	994,100	1,022,000	5,000	1,022,000
STREETS	2,379,499	2,417,053	2,561,400	2,561,400	2,547,500	1,200	2,547,500
STREET LIGHTING	154,878	148,743	187,200	187,200	187,200	10,000	187,200
PARKS	1,677,864	1,812,977	1,867,900	1,868,700	1,909,400		1,909,400
TRANSFERS	539,569	992,867	1,147,400	1,147,400	1,306,800		1,306,800
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>16,620,851</b>	<b>17,793,018</b>	<b>19,592,900</b>	<b>19,706,700</b>	<b>20,497,400</b>	<b>258,100</b>	<b>20,497,400</b>
<b>NET REVENUES OVER EXPENDITURES</b>	<b>1,080,905</b>	<b>735,502</b>	<b>(30,000)</b>	<b>(143,800)</b>	<b>63,000</b>	<b>-</b>	<b>63,000</b>
							<b>(63,000)</b>
							<b>21,322,500</b>

# City of Inver Grove Heights

## Proposed 2017 Budget

### Recreation Summary

Account Description	2014	2015	2016	2017	2017	2017	2017	2018
	Actual	Actual	Amended Budget	City Administrator Recommended	Department Request	City Administrator Recommended	Preliminary Budget	Preliminary Budget
Intergovernmental	2,200	1,000	0	0	0	0	0	0
Charges For Services	232,436	252,982	247,000	223,000	223,000	0	0	227,500
Miscellaneous Revenues	19,959	17,685	11,100	10,600	10,600	0	0	10,800
Other Financing Sources	328,100	331,900	331,900	361,800	361,800	0	0	374,600
<b>Total Revenue</b>	<b>582,695</b>	<b>603,567</b>	<b>590,000</b>	<b>595,400</b>	<b>595,400</b>	<b>0</b>	<b>0</b>	<b>612,900</b>
Personnel	391,561	414,740	438,200	436,500	436,500	0	0	449,900
Prof/Tech Services	36,652	48,047	35,000	42,900	42,900	0	0	43,800
Purch Svcs - Prop/Equip	51,465	49,903	56,400	55,200	55,200	0	0	56,300
Other Purchased Services	28,223	19,873	31,300	23,200	23,200	0	0	23,700
Supplies	66,651	65,010	67,500	75,600	75,600	0	0	77,100
Other Expenses/Expenditures	5,298	7,236	5,600	7,000	7,000	0	0	7,100
Capital Outlay	0	9,440	0	0	0	0	0	0
<b>Total Expense</b>	<b>579,851</b>	<b>604,809</b>	<b>634,000</b>	<b>640,400</b>	<b>640,400</b>	<b>0</b>	<b>0</b>	<b>657,900</b>

Revenues Over (Under) Expenses

(44,000) (45,000) 0 0 (45,000)

Increase (Decrease) In Cash

(44,000) (45,000) 0 0 (45,000)



# City of Inver Grove Heights

## Proposed 2017 Budget

### EDA Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Miscellaneous Revenues	3,565	510	0	300	0	0	300
Intergovernmental	640,000	0	0	0	0	0	0
Other Financing Sources	337,151	293,865	500	130,000	0	0	133,300
<b>Total Revenue</b>	<b>980,717</b>	<b>294,375</b>	<b>500</b>	<b>130,300</b>	<b>0</b>	<b>0</b>	<b>133,600</b>
Personnel	20,194	16,512	16,700	94,000	0	0	97,500
Prof/Tech Services	56,291	117,147	42,500	30,100	0	0	30,100
Purch Svcs - Prop/Equip	430	572	400	400	0	0	400
Other Purchased Services	29,899	27,332	33,600	5,700	0	0	5,500
Supplies	0	0	0	100	0	0	100
Capital Outlay	918,702	214,985	0	0	0	0	0
<b>Total Expense</b>	<b>1,025,517</b>	<b>376,548</b>	<b>93,200</b>	<b>130,300</b>	<b>0</b>	<b>0</b>	<b>133,600</b>
<b>Revenues Over (Under) Expenses</b>	<b>(44,800)</b>	<b>(82,174)</b>	<b>(92,700)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Increase (Decrease) In Cash</b>	<b>(44,800)</b>	<b>(82,174)</b>	<b>(92,700)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# City of Inver Grove Heights

## Proposed 2017 Budget

### Storm Water Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Charges For Services	292,170	178,643	309,800	273,200	0	0	278,700
Miscellaneous Revenues	404	0	0	0	0	0	0
Other Financing Sources	0	500,000	0	2,500	0	0	2,600
<b>Total Revenue</b>	<b>292,574</b>	<b>678,643</b>	<b>309,800</b>	<b>275,700</b>	<b>0</b>	<b>0</b>	<b>281,300</b>
Prof/Tech Services	2,522	28,218	50,000	50,000	0	0	51,000
Purch Svcs - Prop/Equip	22,325	24,374	125,400	87,900	0	0	89,700
Other Purchased Services	31,515	33,368	36,600	40,000	0	0	40,800
Other Expenses/Expenditures	17,866	1,069	97,800	97,800	0	0	99,800
Capital Outlay	0	11,650	0	0	0	0	0
Other	41,033	0	0	0	0	0	0
<b>Total Expense</b>	<b>115,261</b>	<b>98,679</b>	<b>309,800</b>	<b>275,700</b>	<b>0</b>	<b>0</b>	<b>281,300</b>

Revenues Over (Under) Expenses: 0 0 0 0 0 0 0

Increase (Decrease) In Cash 0 0 0 0 0 0 0

# City of Inver Grove Heights

## Proposed 2017 Budget

### Storm Water - NWA Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Miscellaneous Revenues	8,159	7,438	6,400	4,500	0	0	4,500
Charges For Services	36,306	308,216	114,200	131,800	0	0	131,800
Special Assessments	1,504	1,426	1,300	1,300	0	0	1,300
<b>Total Revenue</b>	<b>45,968</b>	<b>317,080</b>	<b>121,900</b>	<b>137,600</b>	<b>0</b>	<b>0</b>	<b>137,600</b>
Prof/Tech Services	454	0	0	0	0	0	0
Other Expenses/Expenditures	596	175	0	0	0	0	0
Other	0	511,166	0	0	0	0	0
<b>Total Expense</b>	<b>1,050</b>	<b>511,341</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Revenues Over (Under) Expenses

121,900      137,600      0      0      137,600

Increase (Decrease) In Cash

121,900      137,600      0      0      137,600

# City of Inver Grove Heights

## Amended 2016 Budget

### ADA Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Base Budget	2017 Department Requested Additions	2017 Preliminary Budget	2018 Preliminary Budget
Miscellaneous Revenues	86	474	0	0	0	0	0
Other Financing Sources	41,100	33,800	36,600	41,800	0	0	52,000
<b>Total Revenue</b>	<b>41,186</b>	<b>34,274</b>	<b>36,600</b>	<b>41,800</b>	<b>0</b>	<b>0</b>	<b>52,000</b>
Purch Svcs - Prop/Equip	2,066	24,335	108,600	41,800	0	0	52,000
<b>Total Expense</b>	<b>2,066</b>	<b>24,335</b>	<b>108,600</b>	<b>41,800</b>	<b>0</b>	<b>0</b>	<b>52,000</b>

Revenues Over (Under) Expenses

(72,000) 0 0 0 0 0 0

Increase (Decrease) In Cash

(72,000) 0 0 0 0 0 0

# City of Inver Grove Heights

## Proposed 2017 Budget

### Water Summary

Account Description	2014	2015	2016	2017	2017	2017	2018
	Actual	Actual	Amended Budget	Department Request	City Administrator Recommended	Preliminary Budget	Preliminary Budget
Miscellaneous Revenues	134,846	107,497	81,100	27,700	0	0	28,300
Special Assessments	4,373	5,377	0	0	0	0	0
Utility Revenues	2,814,478	2,894,405	2,974,100	3,035,000	0	0	3,095,700
Other Financing Sources	934,850	2,967,146	0	0	0	0	0
<b>Total Revenue</b>	<b>3,888,547</b>	<b>5,974,425</b>	<b>3,055,200</b>	<b>3,062,700</b>	<b>0</b>	<b>0</b>	<b>3,124,000</b>
Personnel	440,918	530,580	581,900	650,700	0	0	640,200
Prof/Tech Services	97,904	80,698	143,300	93,700	0	0	95,600
Purch Svcs - Prop/Equip	1,042,521	665,044	956,900	942,800	0	0	961,700
Other Purchased Services	53,774	39,969	44,100	46,300	0	0	47,200
Supplies	102,988	101,880	132,000	136,100	0	0	138,800
Other Expenses/Expenditures	1,095,726	1,109,032	1,148,500	1,160,000	0	0	1,183,200
Costs Of Sales	14,723	17,454	12,500	18,800	0	0	19,200
<b>Total Expense</b>	<b>2,848,554</b>	<b>2,544,657</b>	<b>3,019,200</b>	<b>3,048,400</b>	<b>0</b>	<b>0</b>	<b>3,085,900</b>

Revenues Over (Under) Expenses: 1,039,993 3,429,769 36,000 14,300 0 0 38,100

Additional Cash Outlays:  
HEAVY MACHINERY & EQUIPMENTS 0 0 25,100 0 0 0 0

OPERATING TRANSFERS OUT 1,616,516 1,673,843 707,900 667,500 0 0 665,000

Increase (Decrease) In Cash 280,909 2,619,656 205,000 259,300 0 0 (626,900)

# City of Inver Grove Heights

## Proposed 2017 Budget

### GO Water Rev Ref 2012A Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Debt Service	30,356	21,167	15,500	5,900	0	0	(3,800)
<b>Total Expense</b>	<b>30,356</b>	<b>21,167</b>	<b>15,500</b>	<b>5,900</b>	<b>0</b>	<b>0</b>	<b>(3,800)</b>

Revenues Over (Under) Expenses

(15,500)

0

0

3,800

Additional Cash Receipts:

OPERATING TRANSFERS IN

504,600

505,000

0

0

485,300

Additional Cash Outlays:

PRINCIPAL PAYMENTS

480,000

490,000

0

0

480,000

Increase (Decrease) In Cash

0

0

0

0

0

# City of Inver Grove Heights

## Proposed 2017 Budget

### Water Rev Ref 2012A Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Miscellaneous Revenues	0	(257)	0	0	0	0	0
<b>Total Revenue</b>	<b>0</b>	<b>(257)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Debt Service	22,734	46,974	42,700	36,000	0	0	28,700
<b>Total Expense</b>	<b>22,734</b>	<b>46,974</b>	<b>42,700</b>	<b>36,000</b>	<b>0</b>	<b>0</b>	<b>28,700</b>

<b>Revenues Over (Under) Expenses</b>	<b>(42,700)</b>	<b>(36,000)</b>	<b>0</b>	<b>(28,700)</b>
<b>Additional Cash Receipts:</b>				
OPERATING TRANSFERS IN	394,800	398,100	0	405,800
<b>Additional Cash Outlays:</b>				
PRINCIPAL PAYMENTS	345,000	355,000	0	370,000
<b>Increase (Decrease) In Cash</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# City of Inver Grove Heights

## Proposed 2017 Budget

### Water Connection Fund Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Miscellaneous Revenues	890	633	0	0	0	0	0
Charges For Services	254,440	134,770	198,000	105,300	0	0	153,000
Special Assessments	331	283	0	0	0	0	0
<b>Total Revenue</b>	<b>255,661</b>	<b>135,686</b>	<b>198,000</b>	<b>105,300</b>	<b>0</b>	<b>0</b>	<b>153,000</b>

<b>Revenues Over (Under) Expenses</b>	<b>198,000</b>	<b>105,300</b>	<b>0</b>	<b>153,000</b>
<b>Additional Cash Outlays:</b>				
OPERATING TRANSFERS OUT	197,400	199,100	0	185,000
<b>Increase (Decrease) in Cash</b>	<b>600</b>	<b>(93,800)</b>	<b>0</b>	<b>(32,000)</b>

# City of Inver Grove Heights

## Proposed 2017 Budget

### Water System Improvem't Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Miscellaneous Revenues	26,030	33,216	30,800	20,800	0	0	15,400
<b>Total Revenues</b>	<b>26,030</b>	<b>33,216</b>	<b>30,800</b>	<b>20,800</b>	<b>0</b>	<b>0</b>	<b>15,400</b>

Revenues Over (Under) Expenses

Additional Cash Outlays:

OPERATING TRANSFERS OUT

Increase (Decrease) In Cash

Revenues Over (Under) Expenses	30,800	0	30,800	20,800	0	0	15,400
Additional Cash Outlays:							
OPERATING TRANSFERS OUT		0	0	551,800	0	0	539,300
Increase (Decrease) In Cash		30,800	30,800	(531,000)	0	0	(523,900)

# City of Inver Grove Heights

## Proposed 2017 Budget

### Water - NWA Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Miscellaneous Revenues	11,244	10,853	9,900	0	0	0	3,200
Charges For Services	109,535	35,870	169,600	308,800	0	0	420,500
Special Assessments	6,594	5,275	4,000	2,600	0	0	1,300
Other Financing Sources	0	(45,877)	0	0	0	0	0
<b>Total Revenue</b>	<b>127,373</b>	<b>6,121</b>	<b>183,500</b>	<b>311,400</b>	<b>0</b>	<b>0</b>	<b>425,000</b>
Prof/Tech Services	16,023	4,877	0	5,000	0	0	5,000
Other Expenses/Expenditures	15	0	0	0	0	0	0
Other	0	283,395	0	0	0	0	0
<b>Total Expense</b>	<b>16,038</b>	<b>288,272</b>	<b>0</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>5,000</b>

**Revenues Over (Under) Expenses**

183,500      306,400      0      0      420,000

**Additional Cash Receipts:**

SPECIAL ASSESSMENTS-PRINCIPAL

18,800      18,800      0      0      18,800

BOND PROCEEDS

3,240,300      0      0      0      0

**Additional Cash Outlays:**

CAPITAL OUTLAY

3,241,000      0      0      0      2,439,100

**Increase (Decrease) In Cash**

201,600      325,200      0      0      (2,000,300)

# City of Inver Grove Heights

## Proposed 2017 Budget

### Sewer Summary

Account Description	2014	2015	2016	2017	2017	2017	2018
	Actual	Actual	Amended Budget	Department Request	City Administrator Recommended	Preliminary Budget	Preliminary Budget
Miscellaneous Revenues	97,033	86,681	76,600	42,900	0	0	43,800
Utility Revenues	3,052,651	3,084,538	3,211,700	3,621,800	0	0	3,694,200
Other Financing Sources	272,966	613,194	0	0	0	0	0
<b>Total Revenue</b>	<b>3,422,649</b>	<b>3,784,413</b>	<b>3,288,300</b>	<b>3,664,700</b>	<b>0</b>	<b>0</b>	<b>3,738,000</b>
Personnel	290,241	340,582	364,100	403,900	0	0	397,200
Prof/Tech Services	1,419	303	300	300	0	0	300
Purch Svcs - Prop/Equip	1,938,369	2,240,154	2,197,800	2,273,700	0	0	2,319,200
Other Purchased Services	17,695	30,110	30,500	28,700	0	0	29,300
Supplies	31,058	26,401	34,400	33,200	0	0	33,900
Other Expenses/Expenditures	850,967	850,446	841,000	850,700	0	0	867,700
Other	4,926	295,195	0	0	0	0	0
<b>Total Expense</b>	<b>3,134,675</b>	<b>3,783,190</b>	<b>3,468,100</b>	<b>3,590,500</b>	<b>0</b>	<b>0</b>	<b>3,647,600</b>

Revenues Over (Under) Expenses: (179,800) 74,200 0 0 90,400

Additional Cash Outlays:  
IMPROVEMENTS (NON-BLDG) 76,800 0 0 0 0

Increase (Decrease) In Cash 341,000 680,500 0 0 90,400

# City of Inver Grove Heights

## Proposed 2017 Budget

### GO Sewer Rev 2010A Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Debt Service	220,542	216,142	213,500	209,000	0	0	203,800
<b>Total Expense</b>	<b>220,542</b>	<b>216,142</b>	<b>213,500</b>	<b>209,000</b>	<b>0</b>	<b>0</b>	<b>203,800</b>

Revenues Over (Under) Expenses

(213,500) (209,000) 0 0 (203,800)

Additional Cash Receipts:

OPERATING TRANSFERS IN

438,500 439,000 0 0 438,800

Additional Cash Outlays:

PRINCIPAL PAYMENTS

225,000 230,000 0 0 235,000

Increase (Decrease) In Cash

0 0 0 0 0







# City of Inver Grove Heights

## Proposed 2017 Budget

### NWA - Sewer Summary

Account Description	2014 Actual	2015 Actual	2016		2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
			Amended Budget	Budget				
Charges For Services	118,451	169,686	274,700	0	492,500	0	0	680,000
Special Assessments	10,820	8,656	6,500	0	4,300	0	0	2,200
Other Financing Sources	0	0	0	0	0	0	0	0
<b>Total Revenue</b>	<b>129,271</b>	<b>178,342</b>	<b>281,200</b>	<b>0</b>	<b>496,800</b>	<b>0</b>	<b>0</b>	<b>682,200</b>
Prof/Tech Services	16,023	4,877	0	0	5,000	0	0	5,000
Other Expenses/Expenditures	15	0	0	0	0	0	0	0
Other	899,060	844,913	0	0	0	0	0	0
<b>Total Expense</b>	<b>915,098</b>	<b>849,790</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>5,000</b>

<b>Revenues Over (Under) Expenses</b>	<b>281,200</b>	<b>491,800</b>	<b>0</b>	<b>0</b>	<b>677,200</b>
<b>Additional Cash Receipts:</b>					
SPECIAL ASSESSMENTS-PRINCIPAL	30,900	30,900	0	0	30,900
BOND PROCEEDS	2,000,000	0	0	0	0
<b>Additional Cash Outlays:</b>					
CAPITAL OUTLAY	2,905,100	0	0	0	2,146,600
OPERATING TRANSFERS OUT	860,900	924,000	0	0	993,800
<b>Increase (Decrease) In Cash</b>	<b>(1,453,900)</b>	<b>(401,300)</b>	<b>0</b>	<b>0</b>	<b>(2,432,300)</b>



# City of Inver Grove Heights

## Proposed 2017 Budget

### Risk Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Charges For Services	713,900	734,700	741,400	831,400	0	0	848,300
Miscellaneous Revenues	73,329	122,369	57,200	68,100	0	0	69,500
<b>Total Revenue</b>	<b>787,229</b>	<b>857,069</b>	<b>798,600</b>	<b>899,500</b>	<b>0</b>	<b>0</b>	<b>917,800</b>
Personnel	52,664	16,515	17,400	17,900	0	0	18,600
Prof/Tech Services	15,329	25,891	0	50,000	0	0	51,000
Purch Svcs - Prop/Equip	600	5,076	0	0	0	0	0
Other Purchased Services	666,969	680,645	731,200	831,600	0	0	848,200
Other Expenses/Expenditures	67,982	13,689	50,000	50,000	0	0	0
Other	0	0	0	0	0	0	0
<b>Total Expense</b>	<b>803,543</b>	<b>741,816</b>	<b>798,600</b>	<b>949,500</b>	<b>0</b>	<b>0</b>	<b>917,800</b>

Revenue Over (Under) Expense

0      (50,000)      0      0      0      0

Increase (Decrease) In Cash

0      (50,000)      0      0      0      0

# City of Inver Grove Heights

## Proposed 2017 Budget

### Central Equipment Summary

Account Description	2014	2015	2016	2017	2017	2017	2017	2018
	Actual	Actual	Amended Budget	Department Request	City Administrator Recommended	Preliminary Budget	Preliminary Budget	Preliminary Budget
Charges For Services	2,280,400	2,399,700	2,529,300	2,551,200	0	0	0	2,602,200
Miscellaneous Revenues	187,699	152,439	125,300	94,400	0	0	0	96,300
<b>Total Revenue</b>	<b>2,468,099</b>	<b>2,552,139</b>	<b>2,654,600</b>	<b>2,645,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,698,500</b>
Personnel	321,698	322,375	356,000	372,100	0	0	0	383,200
Prof/Tech Services	177	155	200	200	0	0	0	200
Purch Svcs - Prop/Equip	351,704	314,823	358,500	385,900	0	0	0	393,600
Other Purchased Services	9,966	8,712	11,900	10,400	0	0	0	10,600
Supplies	355,167	316,063	415,000	419,000	0	0	0	427,400
Other Expenses/Expenditures	696,622	824,511	1,225,300	543,600	0	0	0	554,500
Other	202,000	0	0	0	0	0	0	0
<b>Total Expense</b>	<b>1,937,334</b>	<b>1,786,639</b>	<b>2,366,900</b>	<b>1,731,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,769,500</b>

Revenue (Over) Under Expense	287,700	914,400	0	0	0	0	0	929,000
Additional Cash Receipts:								
INTERFUND LOAN RECEIPT	52,400	30,800	0	0	0	0	0	30,800
Additional Cash Outlays:								
HEAVY MACHINERY & EQUIPMENT	345,000	0	0	0	0	0	0	0
MOTOR VEHICLES	408,500	0	0	0	0	0	0	0
OTHER EQUIPMENT	86,000	0	0	0	0	0	0	0
Increase (Decrease) In Cash	725,900	1,488,800	0	0	0	0	0	959,800



# City of Inver Grove Heights

## Proposed 2017 Budget

### City Facilities Summary

Account Description	2014 Actual	2015 Actual	2016 Amended Budget	2017 Department Request	2017 City Administrator Recommended	2017 Preliminary Budget	2018 Preliminary Budget
Charges For Services	319,800	352,800	360,500	479,100	0	0	488,700
Miscellaneous Revenues	4,285	7,882	11,000	10,600	0	0	10,800
Other Financing Sources	0	15,700,645	0	0	0	0	0
<b>Total Revenue</b>	<b>324,085</b>	<b>16,061,328</b>	<b>371,500</b>	<b>489,700</b>	<b>0</b>	<b>0</b>	<b>499,500</b>
Personnel	72,671	73,525	77,600	116,700	0	0	120,100
Prof/Tech Services	5,790	30,493	6,000	7,100	0	0	7,200
Purch Svcs - Prop/Equip	221,641	208,407	204,500	295,400	0	0	301,300
Other Purchased Services	82,496	53,932	61,200	62,000	0	0	63,200
Supplies	11,911	11,625	22,200	33,000	0	0	33,700
Other Expenses/Expenditures	92,278	117,558	502,400	632,200	0	0	644,800
Other	16,191	14,700	16,300	20,300	0	0	32,300
<b>Total Expense</b>	<b>502,977</b>	<b>510,240</b>	<b>890,200</b>	<b>1,166,700</b>	<b>0</b>	<b>0</b>	<b>1,202,600</b>

Revenue Over (Under) Expense	(518,700)	(677,000)	0	(703,100)
Increase (Decrease) In Cash	(16,300)	(44,800)	0	(58,300)



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

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ATTORNEYS AT LAW

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•  
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1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
ROGER C. MILLER  
1924-2009

## MEMO

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
□ALSO ADMITTED IN OKLAHOMA  
ΔALSO ADMITTED IN ARIZONA

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**TO: Inver Grove Heights Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: September 21, 2016**  
**RE: Second Reading of Ordinance Amending IGH City Code Section 8-6-2(E),  
Section 8-6-2(F), Section 8-6-4(C), Section 8-6-4(D)(1)(A) And Section 8-6-  
5(A) Relating To The Number Of Licenses For Trash Collection And  
Relating To Standards And Conditions For Trash Collection; September 26,  
2016 Council Meeting**

---

**Section 1. Background.** At the September 26, 2016 Council meeting, the Council is asked to consider the second reading of the ordinance dealing with trash hauling. The Administration Department has recommended that the ordinance incorporate the following new provisions (1 through 6):

**1. Section 8-6-2(E)**

No more than seventeen (17) licenses shall be issued in any license year. Persons eligible to obtain a license are only the following:

- a. Those persons that held a license on September 1, 2016; and
  - b. Those license transferees approved under Section 3-2-8 to whom a license was transferred from a person that held a license on September 1, 2016.
-

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**2. Section 8-6-2(F)**

On behalf of the City, the City Administrator may impose administrative penalties if there have been a number of violations of the trash licensing ordinance during the license year. The Council still retains the power to revoke or suspend the license.

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**3. Section 8-6-4(C)**

The hours of collection are 6:00 a.m. to 6:00 p.m. Monday through Friday rather than 6:00 a.m. to 9:00 p.m. Monday through Friday.

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**4. Section 8-6-4(C)**

With regard to any particular customer, the licensee shall pick up recyclable materials from that customer on the same day that the licensee picks up mixed municipal solid waste from that customer.

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**5. Section 8-6-D(1)(A)**

With regard to residential units, pick-up of recyclable material is a mandatory service that has to be provided by the licensee in conjunction with any contract for pick-up of mixed municipal solid waste. Section 8-6-1 defines residential unit as:

RESIDENTIAL UNIT: Means, jointly and severally, the following:

- A. Single-family residential dwellings, including manufactured homes, townhomes, and boathomes.
- B. Multiple-family residential dwellings of four (4) or less units.

---

**6. Section 8-6-5(A)**

No licensee shall place collection containers at any residential unit unless the person who owns or controls the residential unit has first consented, in writing, to the placement of the collection

containers or has otherwise contracted with the licensee for collection of mixed municipal solid waste for that particular residential unit.

**Section 2. Council Action.** The Council is asked to consider the second reading of the attached *Ordinance Amending IGH City Code Section 8-6-2(E), Section 8-6-2(F), Section 8-6-4(C), Section 8-6-4(D)(1)(A) And Section 8-6-5(A) Relating To The Number Of Licenses For Trash Collection And Relating To Standards And Conditions For Trash Collection* at the September 26, 2016 Council meeting.

The Administration Department has met with the licensed haulers and will make a report at the Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE  
SECTION 8-6-2(E), SECTION 8-6-2(F), SECTION 8-6-4(C), SECTION 8-6-4(D)(1)(a)  
AND SECTION 8-6-5(A) RELATING TO THE NUMBER OF LICENSES  
FOR TRASH COLLECTION AND RELATING TO STANDARDS  
AND CONDITIONS FOR TRASH COLLECTION**

---

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

**Section One. Amendment.** Section 8-6-2(E) of the Inver Grove Heights City Code is hereby amended to read as follows:

E. Term Of License; Expiration; Renewals; Number of Licenses and Eligibility:

1. No license issued hereunder shall be for a period longer than one year. All licenses shall expire on December 31 following the date of issuance unless sooner revoked or forfeited. If a license granted hereunder is not renewed previous to its expiration, then all rights granted by such license shall cease, and any work performed after the expiration of the license shall be in violation of this chapter. (1974 Code § 610.03)
2. Persons renewing their license after the expiration date shall be charged the full annual fee. No prorated license fee shall be allowed for renewals.
3. No more than seventeen (17) licenses shall be issued in any license year. Persons eligible to obtain a license are only the following:
  - a. Those persons that held a license on September 1, 2016; and
  - b. Those license transferees approved under Section 3-2-8 to whom a license was transferred from a person that held a license on September 1, 2016.

**Section Two. Amendment.** Section 8-6-2(F) of the Inver Grove Heights City Code is hereby amended to read as follows:

~~F. Revocation Or Suspension Of License:~~

- ~~1. The council may suspend or revoke the license of any person licensed under this chapter whose conduct is found to be in violation of the provisions of this chapter, or whose work hereunder, or vehicle or vehicles used in connection herewith are found to be improper or defective or so unsafe as to jeopardize life or property. The person~~

~~holding such license shall be given ten (10) days' notice in writing of such complaint and shall be granted the opportunity to be heard before such action is taken. Notice hereunder shall be deemed sufficient if it is sent to the address of the licensee as shown on the most recent application for license hereunder.~~

- ~~2. When any person holding a license has been convicted for the second time by a court of competent jurisdiction for violation of any of the provisions of this chapter, the council shall revoke the license of the person so convicted. Such person may not make application for a new license for a period of one year. (1974 Code § 610.05)~~

F. Civil Penalties; Revocation Or Suspension Of License:

1. Grounds for Civil Penalties, Revocation or Suspension. On behalf of the city, the city administrator may impose civil penalties upon the licensee upon any of the following events occurring; the city council may suspend or revoke the license of any person licensed under this chapter upon any of the following events occurring; the imposition of civil penalties and the suspension or revocation of the license shall not be deemed exclusive of each other:

- a. the licensee is found to be in violation of any of the provisions of this chapter;
- b. grounds exist under Section 3-2-10;
- c. any of the vehicles used by the licensee are defective or so unsafe so as to jeopardize person or property;
- d. failure to pay the administrative fine under Section 8-6-2(F)(2).

2. Civil Penalties. Complaints made against a licensee relating to any of the matters contained in Section 8-6-2(F)(1) shall be referred to the administration department for a determination as to whether the complaint is valid. If the complaint is determined to be valid, the administration department shall in writing notify the licensee to correct the condition within a reasonable time set by the city administrator. The first five instances of validated complaints in a license year shall not result in any administrative fine under this section. However, after the first five instances in a license year, each validated violation thereafter in the license year shall result in the administrator, on behalf of the city, imposing on the licensee the following fines:

- \$250 fine – for the sixth (6<sup>th</sup>) validated violation;
- \$500 fine – for the seventh (7<sup>th</sup>) validated violation;
- \$750 fine – for the eighth (8<sup>th</sup>) validated violation; and for each validated violation thereafter.

The licensee must pay all fines within 30 days after the imposition of the fine.

Further, if more than seven validated violations have occurred in a license year, the violations shall be referred to the city council for consideration as to whether suspension or revocation of the license shall occur.

Before any determination that a complaint is valid and before the imposition of any administrative fine, the city administrator shall afford the licensee an opportunity to meet with the administrator and provide evidence relating to the complaint.

3. Council Action. Irrespective of how many complaints have been made against the licensee and irrespective of whether civil penalties are being imposed, the city council may suspend or revoke a license for any of the occurrences identified in Section 8-6-2(F)(1). The licensee shall be given ten (10) days' notice in writing of such complaint and shall be granted the opportunity to be heard before such action is taken. Notice hereunder shall be deemed sufficient if it is sent to the address of the licensee as shown on the most recent application for license hereunder.

When any person holding a license has been convicted for the second time within a five (5) year period by a court of competent jurisdiction for violation of any of the provisions of this chapter, the council shall revoke the license of the person so convicted. Such person may not make application for a new license for a period of one year.

**Section Three. Amendment.** Section 8-6-4(C) of the Inver Grove Heights City Code is hereby amended to read as follows:

C. Hours And Days Of Collection: No collection of mixed municipal solid waste, construction debris, or recyclable material from residential units shall be made except between the hours of six o'clock (6:00) A.M. and ~~nine o'clock (9:00) P.M.~~ six o'clock (6:00) P.M., Monday through Friday. Operations during these hours may also be conducted on Saturdays to accommodate recognized national holidays and special collections arranged between the collector and the customer. Customers shall be reasonably notified of the specific day and hours for the collection of their mixed municipal solid waste and/or recyclable material, and the licensee shall collect the materials within those time periods. With regard to any particular customer, the licensee shall pick up recyclable materials from that customer on the same day that the licensee picks up municipal solid waste from that customer. (1974 Code § 610.05)

**Section Four. Amendment.** Section 8-6-4(D)(1)(a) of the Inver Grove Heights City Code is hereby amended to read as follows:

D. Collection Of Recyclable Material:

1. Collection Required:

a. As part of its required service and as part of its contract for collection of mixed municipal solid waste from a residential unit, ~~E~~each licensed collector shall provide

each customer who resides in a residential unit the mandatory required service of recyclable material collection opportunity to recycle through a curbside recycling program on each scheduled day, or biweekly on the scheduled day during that week; provided, however, collection of the recyclable material may occur at a time during the day that is different than the time of collection for mixed municipal solid waste. Any collector who ~~begins to collect~~ mixed municipal solid waste from a residential unit ~~during the term of said license will be~~ is required to provide collection of recyclable materials as part of the collection contract ~~this service~~. The mixing of source separated targeted recyclables with other mixed municipal solid waste by the licensed collector is prohibited, subject to subsection D4 of this section. (Ord. 1080, 3-8-2004)

**Section Five. Amendment.** Section 8-6-5(A) of the Inver Grove Heights City Code is hereby amended to read as follows:

A. Collection Required:

1. No person shall allow the storage for more than fourteen (14) calendar days of mixed municipal solid waste on premises owned or occupied by that person, unless the premises is a licensed sanitary landfill.
2. No person shall deposit or allow the deposit of demolition debris, construction debris or mixed municipal solid waste from any source in any place other than a sanitary landfill, demolition landfill, or a county designated facility.
3. All persons shall make provisions for collection of mixed municipal solid waste or construction debris by means of a licensed collector unless the conditions as stated in subsection 8-6-2A2 of this chapter are met.
4. No licensee shall place collection containers at any residential unit unless the person who owns or controls the residential unit has first consented, in writing, to the placement of the collection containers or has otherwise contracted with the licensee for collection of mixed municipal solid waste for that particular residential unit.

**Section Six. Effective Date.** This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

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

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ATTORNEYS AT LAW

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•  
ARTHUR GILLEN  
1919-2005  
•  
ROGER C. MILLER  
1924-2009

## MEMO

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
□ALSO ADMITTED IN OKLAHOMA  
△ALSO ADMITTED IN ARIZONA

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**TO: Mayor and Council**  
**FROM: City Attorney Timothy J. Kuntz and Assistant City Attorney Bridget M. Nason**  
**DATE: September 21, 2016**  
**RE: Interim Ordinance Regarding Predatory Offender Residency Restrictions**

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### Section 1. Background

Recently, a number of individuals designated as Level Three predatory offenders have established residences in various Dakota County Cities. MINN. STAT. § 243.052 defines a “predatory offender” as a person who is required to register as a predatory offender pursuant to MINN. STAT. § 243.166. The Commissioner of the Minnesota Department of Corrections is required by MINN. STAT. § 244.052, SUBD. 3(A) AND 3(E), to establish and administer “end-of-confinement review committees” that assign a Level I, Level II, or a Level III risk assessment score as shown below:

#### Minn. Stat. Sec. 244.052, Subd. 3. End-of-confinement review committee.

(a) The commissioner of corrections shall establish and administer end-of-confinement review committees at each state correctional facility and at each state treatment facility where predatory offenders are confined. The committees shall assess on a case-by-case basis the public risk posed by predatory offenders who are about to be released from confinement.

(e) The committee shall assign to risk level I a predatory offender whose risk assessment score indicates a low risk of reoffense. The committee shall assign to risk level II an offender whose risk assessment score indicates a moderate risk of reoffense. The committee shall assign to risk level III an offender whose risk assessment score indicates a high risk of reoffense.

Recently, the City of Inver Grove Heights (City) received notice pursuant to MINN. STAT. § 243.166 that a Level III predatory offender would be establishing residency within the City. The City currently does not have any residency regulations applicable to Level III predatory offenders. A draft Interim Ordinance for the Establishment of Temporary Predatory Offender Residency Regulations to Allow for the Study, Adoption, or Amendment of Official Controls Related to the City's Zoning Code has been prepared for Council consideration as detailed below.

## **Section 2. Overview.**

Currently, a number of Minnesota cities have enacted regulations attempting to regulate the residency location of Level III predatory offenders, including but not limited to the following:

1. Duluth
2. Otsego
3. Wyoming
4. Taylors Falls
5. Lindstrom
6. Cohasset
7. Cuyana
8. North Branch
9. Brooklyn Center
10. Rochester

Most of the existing municipal predatory offender residency regulations establish zoning distance prohibitions between the residence of a predatory offender and locations within the city where children are likely to gather. These existing municipal predatory offender residency restrictions typically establish 1,000 to 2,000 foot residency distance restrictions from schools, day care centers, churches (with youth educational programming), public parks and other locations where children commonly congregate. These municipal predatory offender residency ordinances appear to rely upon a city's general statutory powers and authority (pursuant to MINN. STAT. § 412.221) to protect the health, safety and welfare of its citizens, and these ordinances also appear to rely on various other authority like a city's authority to guide and zone properties, residences and uses (pursuant to Minnesota Statutes, Chapter 462). The attached Interim Ordinance establishes temporary residency restrictions for Level III predatory offenders, and prohibits them from establishing a temporary or permanency residence within 1,000 feet of a school, licensed child care center, religious facility with programming for minors, public park, or library. A map will be available on Monday to show the restricted areas. Adoption of the interim ordinance will afford the City an opportunity to conduct the necessary studies and research in order to consider adoption of permanent zoning regulations related to predatory offender residency restrictions.

## **Section 3. Potential Legal Issues.**

While a number of Minnesota cities have adopted either interim ordinances or permanent predatory offender residency restrictions, and to date no known legal challenges have been filed against a Minnesota city based on an ordinance regulating the residency of predatory offenders, similar ordinances have been challenged on a variety of constitutional bases with different levels of success in other jurisdictions. A few of the key legal issues that may arise with the adoption of an interim or permanent ordinance establishing residency restrictions for predatory offenders are highlighted below:

1. Possible Preemption Due to Existing State Legislative Delegation of Authority to State Agencies: Minnesota Statutes, Chapters 243 and 244 appear to delegate substantial authority to State agencies (like the State of Minnesota Bureau of Criminal Apprehension and the State Department of Corrections) for supervising and registering predatory offenders as well as facilitating post-incarceration residency locations of predatory offenders. A court may determine that a city lacks the express authority to regulate the residence locations of predatory offenders and/or a court may determine that the city's regulations are preempted by the State Legislatures' delegation of authority to State agencies.

2. Immediate Family Member Residence Exceptions: Some of the existing Minnesota city ordinances regulating the location of Level III predatory offenders have "immediate family member residence exceptions" and others do not. For example, some of existing Minnesota city ordinances listed above have an exception such as:

A designated predatory offender residing within a prohibited area as described in this ordinance does not commit a violation of this ordinance if the residence is the primary residence of the designated predatory offender's parents, grandparents, siblings, or spouse.

A court reviewing a municipal law that arguably infringes upon the constitutional liberty interests related to matters of marriage and family will be given heightened scrutiny by the reviewing court which means there is more of a likelihood that the ordinance may be struck-down by the court as illegally restricting the joint residency of married couples or other immediate family members. The attached draft Interim Ordinance for the Establishment of Temporary Predatory Offender Residency Regulations to Allow for the Study, Adoption, or Amendment of Official Controls Related to the City's Zoning Code does not include an "immediate family member residence exception."

3. Overly Broad Distance Regulations: The attached draft Interim Ordinance for the Establishment of Temporary Predatory Offender Residency Regulations to Allow for the Study, Adoption, or Amendment of Official Controls Related to the City's Zoning Code includes the following distance regulations:

It shall be unlawful for any designated predatory offender to establish a permanent or temporary residence within one thousand (1,000) feet of any school, licensed child-care facility, religious facility, public park, or library.

If the above distance regulations effectively prevent predatory offenders from living substantially

anywhere within the City of Inver Grove Heights, the regulation may be struck-down by the court as an illegally zoning prohibition, or otherwise preempted by State law or unconstitutional as applied.

**Section 4. Council Action.** The Council is asked to consider the waiving the three-reading requirement for the attached interim ordinance and to consider adoption of the attached *Interim Ordinance for the Establishment of Temporary Predatory Offender Residency Regulations to Allow for the Study, Adoption, or Amendment of Official Controls Related to the City's Zoning Code* at the September 26, 2016 Council meeting.

Attachment

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

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

AN INTERIM ORDINANCE FOR THE ESTABLISHMENT OF TEMPORARY  
PREDATORY OFFENDER RESIDENCY REGULATIONS TO ALLOW FOR THE STUDY,  
ADOPTION OR AMENDMENT OF OFFICIAL CONTROLS RELATED TO THE CITY'S  
ZONING CODE

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

**Section 1. Purpose and Intent.** The purpose and intent of this Ordinance is to establish temporary predatory offender residency regulations similar to the predatory offender residency regulations that have been promulgated by various Minnesota cities to allow the City of Inver Grove Heights to have regulations and protections in effect for the health, safety and welfare of its citizens during the City's study and planning activities related to the possible enactment of permanent predatory offender residency regulations. The City of Inver Grove Heights currently does not have any predatory offender residency regulations. The most common predatory offender residency regulations prohibit predatory offenders from residing within certain distances of places and areas where children are known to congregate. This Ordinance is intended to facilitate the study, adoption or amendment of official controls related to Title 10 of the Inver Grove Heights City Code (the Zoning Code), whereby the City planning staff can study common residency distance regulations and other regulatory approaches that may result in the permanent adoption and enactment of reasonable predatory offender residency regulations for the City of Inver Grove Heights.

**Section 2. Preliminary Findings.**

1. Minnesota Statutes, Section 462.355, subdivision 4, authorizes municipalities to adopt interim ordinances to regulate, restrict or prohibit any use, development, or subdivision for the purpose of protecting the planning process and the health, safety and welfare of its citizens.

2. Repeat sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators who present an extreme threat to public safety. Current information indicates that sexual predatory offenders are likely to use physical violence and to repeat their offenses, and most sexual predatory offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. The cost of sexual predatory offender victimization to society at large, while not precisely calculable, is steep.

3. It is the intent of this Ordinance to serve the City's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the City by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual

predatory offenders are prohibited from establishing temporary or permanent residences.

4. The Council has determined that it is necessary and in the public interest to impose a temporary ordinance limiting the residency locations of sexual predatory offenders while considering a permanent ordinance limiting the residency locations of sexual predatory offenders within the City.

### **Section 3. Interim Ordinance.**

1. Definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- 1.1 “Designated predatory offender” means any person who has been categorized as a Level III predatory offender under Minnesota Statutes, section 244.052, a successor statute, or a similar statute from another state in which that person’s risk assessment indicates a high risk of re-offense.
- 1.2 “Permanent residence” means a place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.
- 1.3 “Temporary residence” means: (1) a place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person’s permanent address; or (2) a place where the person routinely abides, lodges, or resides for a period of four (4) or more consecutive or non-consecutive days in any month and which is not the person’s permanent residence.
- 1.4 “School” means a public or nonpublic preschool, elementary school, secondary school, high school or college (including Inver Hills Community College).
- 1.5 “Licensed child care center” means an in-home or other group child care center currently licensed by the State of Minnesota.
- 1.6 “Religious facility” means a church or other place of worship which provides programming for minors, or is improved with an outdoor area designed, equipped, and set aside primarily for children’s play.
- 1.7 “Public Park” means an improved or unimproved public park owned by the City of Inver Grove Heights, Dakota County, a school district or other governmental entity.
- 1.8 “Library” means the Inver Glen Library.

2. Temporary Residency Regulations for Designated Predatory Offenders.

- 2.1 It shall be unlawful for any designated predatory offender to establish a permanent or temporary residence within one thousand (1,000) feet of any school, licensed child-care facility, religious facility, public park, or library.
- 2.2 For purposes of determining the minimum distance separation required by this Section, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence of the designated predatory offender to the nearest outer property line of the school, licensed child-care facility, religious facility, public park, or library property.
- 2.3 A designated predatory offender residing within a prohibited area as described in this Section does not commit a violation of this Section if any of the following apply:
  - A. The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes, sections 243.166 and 243.167 or a successor statute, prior to September 26, 2016;
  - B. The person was a minor when he or she committed the offense and was convicted as an adult;
  - C. The person is a minor;
  - D. The school, licensed child-care facility, religious facility, public park, or library within one thousand (1,000) feet of the person's permanent residence or temporary residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes, sections 243.166 and 243.167, or a successor statute; or
  - E. The residence is a property purchased, leased, or contracted with and licensed by the Minnesota Department of Corrections prior to September 26, 2016.
- 2.4 The regulations imposed by this Section of the Ordinance shall be in effect for a period of one year from the date of its adoption, until the final adoption of an amendment to the City's Code regarding the residency location of predatory offenders, or upon its express repeal by the City Council, whichever occurs first.

### 3. Penalty and Enforcement

- 3.1 A violation of this Ordinance shall be a misdemeanor. In addition, the City

may enforce this Ordinance by mandamus, injunction, and other appropriate remedy in any court of competent jurisdiction.

**Section 4. Study.** During the period of this Interim Ordinance, the Planning Commission and/or the City Council shall direct the City staff and consultants to study the required planning factors, to submit research and reports as necessary and to schedule public hearings that will facilitate property owners, business owners, public entities and general public input for the timely amendment or confirmation of the official controls related to the Temporary Residency Regulations for Designated Predatory Offenders.

**Section 5. Effective Date.** This Interim Ordinance shall be in full force and effect upon its publication as provided by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest

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