

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, APRIL 11, 2011**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS:**

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

- A. Minutes – March 28, 2011 Regular Council Meeting \_\_\_\_\_
- B. Resolution Approving Disbursements for Period Ending April 6, 2011 \_\_\_\_\_
- C. Approve Pay Voucher No. 22 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation \_\_\_\_\_
- D. Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2010–09H, South Grove Sod Repair Project \_\_\_\_\_
- E. Resolution Approving the Acquisition of Property at 6556 Doffing Avenue \_\_\_\_\_
- F. Approve Non–Union Compensation Plan for 2010–11 \_\_\_\_\_
- G. Approve Purchase of Golf Course Capital Equipment \_\_\_\_\_
- H. Approve Purchase of Replacement Equipment \_\_\_\_\_
- I. Resolution Approving Joint Powers Agreement (JPA) with Dakota County for Cost Share related to the Improvements to Digital Elevation Data \_\_\_\_\_
- J. Resolution Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2012 Pavement Management Program \_\_\_\_\_
- K. Approve Military Discounts at the VMCC/Grove \_\_\_\_\_
- L. Approve Joint Powers Agreement with State of Minnesota for Utilization of the Criminal Justice Data Communications Network for the Period of Five Years \_\_\_\_\_
- M. Award Purchase of a Self–Contained Breathing Apparatus (SCBA) Compressor to Alex Air Apparatus, Inc. \_\_\_\_\_
- N. Approve Proposed Settlement of Jean L. Ades Assessment Appeal \_\_\_\_\_
- O. Schedule Public Hearing \_\_\_\_\_

P. Resolution Ordering the Project and Approving the Joint Powers Agreement with Dakota County Transportation Department for City Project No. 2011-05 - Concord Boulevard Mill and Overlay from Cooper Path and T.H. 52 \_\_\_\_\_

Q. Approve Position Description for Assistant Fire Chief \_\_\_\_\_

R. 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:**

**COMMUNITY DEVELOPMENT:**

A. **RJ RYAN CONSTRUCTION;** Consider Resolution relating to a Conditional Use Permit Amendment to Add an Addition to an Existing Auto Sales Building located at 1290 50<sup>th</sup> Street \_\_\_\_\_

B. **RIVER COUNTRY CO-OP;** Consider a Conditional Use Permit Amendment to Add an Addition to the Existing Convenience Store along with other Property Improvements for Property located at 3240 57<sup>th</sup> Street \_\_\_\_\_

**PUBLIC WORKS:**

C. **CITY OF INVER GROVE HEIGHTS;** Approve Resolution to Receive Amended Feasibility Study, Schedule Public Hearing and Authorize Preparation of Plans and Specifications for City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave from Upper 55th Street to 50th Street \_\_\_\_\_

D. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving Feasibility Report and Authorizing the Negotiations for the Site Acquisition for City Project No. 2011-02, Concord Bioretention Basin at 78th Street \_\_\_\_\_

**ADMINISTRATION:**

E. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance related to Emergency Management \_\_\_\_\_

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, MARCH 28, 2011 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, March 28, 2011, in the City Council Chambers. Acting Mayor Madden called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, City Engineer Kaldunski, Finance Director Lanoue, and Parks and Recreation Director Carlson, Community Development Director Link, and Deputy Clerk Rheume.

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Councilmember Klein pulled Item 4A, Minutes of March 14, 2011 Regular Council Meeting, from the Consent Agenda.

Citizen Allan Cederberg requested that Item 4D, Resolution to Contract During a Special Emergency, be removed from the Consent Agenda.

Councilmember Klein pulled Item 4E, Approve Request for Proposal to Provide Services related to Compliance with Americans with Disabilities Act, Sec. 504 & the Minnesota State Building Code, M.R. Chapter 1341, from the Consent Agenda.

Citizen Allan Cederberg requested that Item 4G, Approve North Valley Disc Golf Operations Agreement, be removed from the Consent Agenda.

**B. Resolution No. 11-38** Approving Disbursements for Period Ending March 23, 2011

**C. Resolution No. 11-39** Extending Period of Local Emergency

**F.** Approve Proposal for Architectural Services for Heritage Village Park

**H.** Personnel Actions

**Motion by, second by, to Approve the Consent Agenda**

**Ayes:**

**Nays: Motion carried.**

**A.** Minutes – March 14, 2011 Regular Council Meeting

Councilmember Klein stated he did not attend the March 14, 2011 meeting.

**Motion by Grannis, second by Piekarski Krech, to approve the Minutes of the March 14, 2011 Regular Council Meeting**

**Ayes: 3**

**Nays: 0**

**Abstain: 1 (Klein)**

**D.** Resolution to Contract during a Special Emergency

Allan Cederberg, 1162 East 82<sup>nd</sup> Street, opined the Council should declare what fund the \$50,000 will be taken out of so it is recorded in the minutes of the meeting.

Mr. Lynch explained the City does not know what resources or services will be needed. He stated exact costs and specific funding sources cannot be identified until such time that the City knows which departments are involved. He reiterated staff is seeking authorization for an amount not to exceed \$50,000 and noted that does not guarantee that specific amount will be needed or utilized. He stated staff would need to come back to the Council to designate funding sources at such time that specific costs have been identified.

**Motion by Klein, second by Grannis, to approve Resolution No. 11-40 authorizing the City to Contract during a Special Emergency****Ayes: 4****Nays: 0      Motion carried.**

**E.** Approve Request for Proposal to Provide Services related to Compliance with Americans with Disabilities Act, Sec. 504 & the Minnesota State Building Code, M.R. Chapter 1341

Councilmember Klein clarified that this would include all City buildings.

Mr. Lynch explained it would include all City buildings except for Parks and Recreation buildings, which are included in a separate contract.

Councilmember Klein questioned how smaller cities address ADA compliance.

Mr. Lynch responded most smaller cities do not do this and risk having a claim filed against their insurance. He explained the proposed services will allow the City to identify potential risks, evaluate the cost associated with those risks, and determine whether or not the City has the resources to remediate the issues.

Councilmember Klein asked how the federal government enforces compliance with the Americans with Disabilities Act.

Mr. Lynch responded most claims are complaint based.

Councilmember Klein asked which City buildings are not handicapped accessible.

Mr. Lynch stated the fire stations are not completely handicapped accessible. He noted the City would not be obligated to make them handicapped accessible until such time that changes were made to the building.

Councilmember Klein opined there are current staff members that are familiar with ADA regulations and could identify areas that need to be addressed.

Councilmember Piekarski Krech questioned why City hall and the new Public Safety building were included in the proposal if they were designed to meet ADA standards.

Mr. Lynch responded with respect to those two buildings the use of the facility will be evaluated more so than the construction or access to the building. He clarified that the City's building inspectors and planning staff look at and evaluate new construction, but do not continue to revisit buildings on an annual basis to assess compliance with ADA standards. He noted the City does not have the staff available to keep up with the ongoing changes to ADA laws.

Councilmember Klein questioned if there were any grants offered by the federal government to address compliance issues.

Mr. Lynch responded in the negative.

Mr. Cederberg questioned how this would be funded. He stated the budget does not show any reference to the amount and asked where the revenue comes from.

Mr. Lynch stated the cost is proposed to be taken out of the City Facilities fund, which has a fund balance of \$774,695. He explained this is an internal fund and the revenue comes from an allocation that is charged to each department for their specific use of the facility.

**Motion by Grannis, second by Piekarski Krech, to Approve Request for Proposal to Provide Services related to Compliance with Americans with Disabilities Act, Sec. 504 & the Minnesota State Building Code, M.R. Chapter 1341****Ayes: 3****Nays: 1 (Klein)      Motion carried.**

**G. Approve North Valley Disc Golf Operations Agreement**

Mr. Cederberg asked who will take care of the sales tax.

Mr. Kuntz stated in the agreement the net revenue is defined as the total revenue minus the sales tax. He explained users of the facility would pay sales tax and then the net revenue would be split after the sales tax has been subtracted. He clarified the sales tax would not be split.

**Motion by Klein, second by Grannis, to approve the North Valley Disc Golf Operations Agreement**

**Ayes: 4**

**Nays: 0 Motion carried.**

**5. PUBLIC COMMENT:**

David Jones, 3840 67<sup>th</sup> St. E., asked if the City would consider installing a street light on his street. He stated there are a number of children in the neighborhood and there are safety concerns because the street is so dark.

Mr. Kaldunski explained there have been discussions about installing street lights in the neighborhood. He stated the process would be to submit a petition for street lights to the City so a feasibility study can be ordered.

**6. PUBLIC HEARINGS:****A. CITY OF INVER GROVE HEIGHTS; Skyview Park Athletic Field Conversion Project**

Mr. Carlson stated staff has proposed submitting an application for an Outdoor Recreation Grant from the Minnesota Department of Natural Resources. He explained if the City were awarded the grant, the City would use the proceeds to make improvements to Skyview Park. He stated on February 14, 2011 the City Council discussed the concept of converting athletic fields at Skyview Park from baseball/softball to football/soccer/lacrosse and expressed interest in obtaining feedback from residents and local youth athletic associations. On March 1, 2011 a meeting was held to gain feedback on the proposed project and approximately a dozen residents attended. He noted a few residents did not see a need for the change, while the majority of those in attendance were either supportive of the project or neutral. He explained the Comprehensive Park Plan and Development Guide identifies a need for additional rectangular fields to assist the City in relieving pressure on the four (4) fields at Rich Valley due to changing use patterns and demographics. He explained this year's South Grove street reconstruction project is immediately adjacent to Skyview Park and would provide an opportunity to utilize additional fill to re-grade the area and create a crown over the field. He outlined the proposed schedule, stating that the plan would be to close the athletic field area to public use in 2011-12 in order to strip the top 8-12 inches of topsoil for reuse in the park, haul approximately 5,000-8,000 cubic yards of clean fill from the street project and re-grade the area, replace the topsoil and seed the area in 2011, and install irrigation in 2012 and seed the park with athletic seed mixture. He stated the park would be open for use in 2013, provided that there is adequate grow-in of the seed. He noted the proposal does not include lighting the fields, or assessing residents for the cost of the project.

Mr. Carlson stated the project was discussed with the local youth soccer and football associations, and both organizations were supportive of the project and indicated a willingness to contribute financially towards the project. He noted lacrosse is growing in popularity both at the high school level and within the Parks and Recreation program.

Mr. Carlson stated in order to be eligible for the grant the entire park must meet the standards of the Americans with Disabilities Act. He explained that revised standards took effect on March 15, 2011 with compliance required by March 15, 2012. The City's ADA consultant reviewed the entire park for ADA compliance and found a few minor issues that need to be addressed for a cost of approximately \$20,000. He noted the issues are grant eligible and are included in the request. He stated the playground equipment is nearing the end of its scheduled useful life and replacement of the equipment, estimated at \$70,000, is grant eligible and has been included in the request. The permanent recreation building is approximately 35 years old and its restroom facilities do not meet the new ADA standard. He suggested

the issue could be addressed in the interim by supplying a portable, ADA accessible bathroom.

Mr. Carlson stated the total cost of the project is estimated to be \$192,000. He explained in July of 2012 the irrigation system, approximately \$40,000, would be completed and 240 feet of bituminous trail and 700 feet of chain link fence would also be installed at an estimated cost of \$12,000 and \$20,000 respectively. In August of 2012 athletic turf seed would be established on three (3) acres for an estimated cost of \$10,000, ADA compliant playground equipment would be installed for approximately \$70,000, miscellaneous ADA corrections and permanent site amenities would be completed for \$40,000.

Mr. Carlson identified various funding sources including: \$5,000 from the local youth football association, \$15,000 from the local youth soccer association, \$31,000 from the City's Park Acquisition and Development Fund, and \$55,000 from the City's Park Maintenance Replacement Fund, for a total of \$106,000. He explained the grant request would be for \$86,000, 45% of the projected total for the whole project.

Mr. Carlson stated the area is already an active athletic field that received a higher level of maintenance activity and the proposed improvements would slightly increase the existing costs. He explained the projected annual cost to maintain the area is approximately \$24,000, including staff, supplies, utilities, vandalism repair, chemicals and equipment costs. He noted funding for this is provided in the City's Park Maintenance budget. He reviewed the projected long term maintenance costs over a twenty year period. He stated after the initial investment, the projections assume 3% inflation per year for the length of the anticipated useful life of the improvements.

Councilmember Madden asked if the City still has to proceed with the project if the grant is not awarded.

Mr. Carlson explained if the City is not awarded the grant the irrigation portion of the project would not move forward unless the Council directs otherwise. He stated the grading and seeding portions of the project were included as alternates for the South Grove Area 6 project and are scheduled to move forward whether the City receives the grant or not. He reiterated that the grant money would essentially be used to install an irrigation system and purchase new playground equipment.

Councilmember Piekarski Krech questioned if the City has ever completely closed down a neighborhood park.

Mr. Carlson clarified that they would not be closing the entire park, just the portion where construction would be occurring. He displayed a map to illustrate where the park would be available for public use.

Councilmember Piekarski Krech asked what water costs would be if the irrigation system was installed.

Mr. Carlson stated that figure was included in the \$15,000 annual maintenance estimate for that section of the park.

Councilmember Klein asked what the results were of the soil testing that was done on Craig Ct.

Mr. Carlson stated the soils were tested to make sure they were not contaminated. He explained the preliminary results revealed no contamination and found that the soils would be suitable for what they are trying to accomplish.

Councilmember Piekarski Krech stated the top soil is primarily sand and opined it will cost more to irrigate to get the seeding to work.

Councilmember Klein asked how the Parks and Recreation Advisory Commission responded to the proposal.

Mr. Carlson stated the Commission supported the concept.

Councilmember Piekarski Krech stated she is concerned about the irrigation portion of the project because if the City is not awarded the grant they will have to decide if they can successfully get the fields up and running without an irrigation system.

**Motion by Klein, second by Madden, to close the public hearing.**

**Ayes: 4**

**Nays: 0 Motion carried.**

**Motion by Grannis, second by Madden, to adopt Resolution No. 11-41 Authorizing the Inver Grove Heights Parks and Recreation Department to Execute Such Agreements as are Necessary to Implement the Skyview Park Athletic Field Conversion Project**

**Ayes: 3**

**Nays: 1 (Klein) Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for the 2010 Pavement Management Program, City Project No. 2010-12, 59th Street Improvements

Mr. Kaldunski stated the project area included 59<sup>th</sup> Street East from Concord Boulevard East to terminus and an alley from 59<sup>th</sup> Street East to Linden Street. He noted 59<sup>th</sup> Street East and the alley were unimproved dirt streets. He reviewed the improvements that were completed including: aggregate base, bituminous paving, concrete curb and gutter, retaining walls, grading, drainage improvements, restoration, water main improvements and appurtenances.

Mr. Kaldunski stated the total project cost was \$209,062.28. He explained two (2) commercial properties and five (5) residential parcels are proposed to be assessed and the City's contribution consists of at least 20 percent of the assessable project cost, plus extra bituminous width, corner credits, and items such as water utility updates. He stated commercial properties are assessed on a front footage basis and both properties are proposed to be assessed at the appraiser's recommended benefit of \$10,528.14 and \$17,539.10, which is equivalent to a \$1 per square foot. He explained single family lots are assessed on front footage for new improvements and the appraiser's recertification indicates the project provides added value to the properties up to \$6,000 per parcel. Four (4) of the single family parcels were proposed to be assessed \$6,000 and one (1) parcel was proposed to be assessed \$3,466.06 over a 10 year period at a 5% interest rate. Without the recommended cap, single family parcel assessments ranged from \$3,466 to \$14,370. He noted one notice of objection to assessment was received from the property owner at 5873 Concord Boulevard.

**Motion by Klein, second by Piekarski Krech, to receive notice of objection to assessment from Keith Joyce, 5873 Concord Boulevard**

**Ayes: 4**

**Nays: 0 Motion carried.**

Mr. Kaldunski provided the Council with a revised assessment roll, reflecting reduced assessments for three (3) out of the five (5) single family parcels. He explained the proposed reductions remove charges associated with curb, gutter, and sidewalk installation because of an approximately \$5,000 change order that came up over the course of the project. He recommended that the Council consider adopting the optional lowest noticed assessments. He also reviewed the City's assessment deferral policy.

Councilmember Piekarski Krech questioned why two parcels in the project area were not proposed to be assessed.

Mr. Kaldunski responded that both parcels were already being assessed for other projects up to the recommended cap.

Councilmember Piekarski Krech opined the assessment roll was confusing because some parcels are being assessed for multiple projects. She questioned how the recommended cap could have been lower for the Concord Boulevard project.

Mr. Kaldunski stated the same appraisal firm was used to determine benefit for both projects. He reiterated that this project involved improvements to a formerly unimproved, gravel road.

Councilmember Grannis questioned why the 59<sup>th</sup> Street project was not bid with the Concord project.

Mr. Kaldunski stated the 59<sup>th</sup> Street project had to be bid separately.

Peter Gaarder (Moose Lodge), 5927 Concord Boulevard, asked what their final assessment would be.

Mr. Kaldunski stated the proposed assessment is \$17,539.10.

Mr. Gaarder asked if they were assessed based on 104 square feet or 170 square feet. He stated they are a non-profit organization and the improvements provide no added value to their property because they do not access 59<sup>th</sup> Street.

Mr. Kaldunski responded the assessment was based on 170 square feet, which was the amount shown in the Dakota County land base.

Mr. Kuntz stated the two commercial properties were capped based on the appraisal firm's recommendation that a \$1 per square foot assessment could be sustained on the property. He questioned if the square footage was still relevant.

Mr. Kaldunski responded that it likely would not be relevant.

Keith Joyce, 5873 Concord Boulevard, stated the revised assessment presented to the Council was more in line with what he wanted.

**Motion by Klein, second by Grannis, to close the public hearing.**

**Ayes: 4**

**Nays: 0      Motion carried.**

**Motion by Klein, second by Grannis, to adopt Resolution No. 11-42 approving the Optional Lowest Noticed Assessment Roll for City Project No. 2010-12, 59<sup>th</sup> Street East Improvements**

**Ayes: 4**

**Nays: 0      Motion carried.**

The City Council took a five minute recess.

## **7. REGULAR AGENDA:**

### **COMMUNITY DEVELOPMENT:**

**A. CITY OF INVER GROVE HEIGHTS;** Consider the Third Reading of an Ordinance Amendment relating to Off-Sale Intoxicating Liquor Licenses

Mr. Kuntz explained this is the third reading of the ordinance amendment that would extend the time period for permanent and temporary relocation of an off-sale liquor establishment. He stated no changes were directed by the Council after the second reading.

**Motion by Piekarski Krech, second by Klein, to adopt Ordinance No. 1233 relating to Off-Sale Intoxicating Liquor Licenses**

**Ayes: 4**

**Nays: 0      Motion carried.**

### **FINANCE:**

**B. CITY OF INVER GROVE HEIGHTS;** Approve Carryover of Unused Budget Appropriations and Approve Transfers and Budget Amendments

Ms. Lanoue explained appropriations for the 2010 budget expired on December 31, 2010. She stated some items were not completed in 2010 and staff is requesting carryover of unused 2010 appropriations to the 2011 budget. She reviewed the appropriations eligible for carryover. She also provided an overview of the General Fund transfers and budget amendments effective December 31, 2010. She noted the budgeted transfer amount to the Community Center Fund was \$503,200 and the actual amount being transferred is \$347,632. She explained prior to the carryovers and transfers the General Fund had a surplus of \$244,355.

Councilmember Grannis commented on the improvement shown in the Community Center deficit and

stated that the changes made as a result of the operational assessment are working.

**Motion by Klein, second by Grannis, to adopt Resolution No. 11-43 Approving Carryover of Unused Budget Appropriations, Transfers, and Budget Amendments**

**Ayes: 4**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

**C. CITY OF INVER GROVE HEIGHTS;** Consider Approving a Temporary Stockpiling Easement Agreement and a Permanent Storm Sewer Utility Easement Agreement and Clear Zone Covenant for the South St. Paul Airport for City Project No. 2011-09D

Mr. Kaldunski explained a temporary stockpiling easement agreement is needed with the City of South St. Paul in order to utilize the green space along 70<sup>th</sup> Street between Cloman Avenue East and Craig Avenue East. He stated the agreement is similar to that which has been in place since 2008. He explained the easement would allow the storage of excavated materials, trees, brush, construction material and construction equipment and trailer on the property. He noted the agreement does not allow rock or bituminous crushing on site. He stated a 100 foot clear zone will be maintained between the contractor's activities and the parcels on Craig Avenue.

Mr. Kaldunski stated with respect to the drainage improvements on Craig Court, the City of South St. Paul has indicated a willingness to grant an easement to the City to allow construction of a storm sewer system on the airport property. In return the City of South St. Paul has asked that Inver Grove Heights provide the airport with the ability to maintain airspace over the City's 69<sup>th</sup> Street right-of-way. He noted no financial contributions would be made in the granting of easements and covenants.

**Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 11-44 Approving a Temporary Stockpiling Easement Agreement and a Permanent Storm Sewer Utility Easement Agreement and Clear Zone Covenant for the South St. Paul Airport for City Project No. 2011-09D**

**Ayes: 4**

**Nays: 0      Motion carried.**

**ADMINISTRATION:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance related to Emergency Management

Mr. Lynch stated no changes have been made to the ordinance since the first reading.

**Motion by Klein, second by Piekarski Krech, to adopt the Second Reading of an Ordinance related to Emergency Management**

**Ayes: 4**

**Nays: 0      Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Agreement to Abate a Failed Septic System Nuisance

Mr. Lynch explained during construction on the Concord Boulevard project a private utility company struck an unknown septic system on the property located at 6202 Concord Boulevard. He stated the private utility was attempting to relocate the service to avoid conflicts with other private and public utilities on the project. He noted the septic system was not shown on any plan set and was not known to exist by inspectors and local contractors. He explained the City declared the septic system to be a nuisance because it is illegal and not in conformance with State and County standards. It was determined that it would be in the best interest of all parties involved to reach an agreement by which the City would finance the costs associated with the removal of the septic system and connection to the municipal sewer system. He explained the property owner would be assessed for the costs paid by the City. He stated the funds are proposed to be taken from the sewer utility.

**Motion by Grannis, second by Piekarski Krech, to approve agreement to abate a failed septic system nuisance**

**Ayes: 4**

**Nays: 0      Motion carried.**

**F. CITY OF INVER GROVE HEIGHTS;** Consider Change Order No. 21 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ms. Teppen stated the change order was comprised of for four items totaling \$8,081 for a revised contract total of \$11,998,192.10. She noted the project contingency had a balance of \$90,598.90.

**Motion by Klein, second by Grannis, to approve Change Order No. 21 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project**

**Ayes: 4**

**Nays: 0      Motion carried.**

**8. MAYOR & COUNCIL COMMENTS:**

Councilmember Grannis reminded people that Commission appointments were scheduled for May.

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: April 11, 2011  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of March 24, 2011 to April 6, 2011.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending April 6, 2011. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$146,467.47
Debt Service & Capital Projects	100,879.67
Enterprise & Internal Service	429,445.92
Escrows	3,511.07
	<hr/>
Grand Total for All Funds	<u><u>\$680,304.13</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Accountant at 651-450-2488 or Cathy Shea, Asst. Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period March 24, 2011 to April 6, 2011 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING April 6, 2011**

**WHEREAS**, a list of disbursements for the period ending April 6, 2011 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 Reveune	\$146,467.47
Debt Service & Capital Projects	100,879.67
Enterprise & Internal Service	429,445.92
Escrows	3,511.07
Grand Total for All Funds	<u><u>\$680,304.13</u></u>

Adopted by the City Council of Inver Grove Heights this 11th day of April, 2011.

Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/28/2011	105618	TURITTO'S PIZZA	COUNCIL WORK SESSION	101-1000-413.50-75		3/2011	111.00
						* Total	111.00
03/30/2011	105619	ACE PAINT & HARDWARE	CUST #501126	101-4200-423.40-40		3/2011	46.98
			CUST#501126	101-5200-443.60-16		3/2011	85.34
			CUST#501126	101-4200-423.40-40		3/2011	12.80
						* Total	145.12
03/30/2011	105620	ALL GOALS, INC.	PO# MARKB	101-6000-451.60-65		3/2011	5,476.00
						* Total	5,476.00
03/30/2011	105621	ARAMARK UNIFORM SERVICE	CUST #15353001	101-5200-443.60-45		3/2011	18.09
			CUST #15353001	101-6000-451.60-45		3/2011	23.32
			CUST #15353001	101-5200-443.60-45		3/2011	12.84
			CUST #15353001	101-6000-451.60-45		3/2011	71.62
						* Total	125.87
03/30/2011	105623	BCA/CRIMINAL JUSTICE TR	KASEY SCHRANDT	101-4000-421.50-80		3/2011	100.00
						* Total	100.00
03/30/2011	105629	CEMSTONE PRODUCTS COMPA	CUST #9021	101-5200-443.60-16		3/2011	2,033.60
						* Total	2,033.60
03/30/2011	105636	DAKOTA COMMUNICATIONS C	APRIL 2011 DCC FEE	101-4000-421.70-30		3/2011	26,178.00
			APRIL 2011 DCC FEE	101-4200-423.70-50		3/2011	13,090.00
						* Total	39,268.00
03/30/2011	105642	ENTENMANN-ROVIN CO.	ACCT #0011490	101-4000-421.60-18		3/2011	46.84
						* Total	46.84
03/30/2011	105649	GRAINGER	ACCT 806460150	101-4200-423.40-40		3/2011	258.14
						* Total	258.14
03/30/2011	105651	HIDEAWAY SHOOTING RANGE	JOHN DANIELS 2/2011 RANGE	101-4000-421.50-80		3/2011	456.00
						* Total	456.00
03/30/2011	105652	HIGHWAY TECHNOLOGIES, I	CUST #9500891	101-5200-443.50-80		3/2011	199.75
						* Total	199.75
03/30/2011	105656	IKON OFFICE SOLUTIONS	145253-1017392ML	101-6000-451.40-65		3/2011	29.28
						* Total	29.28
03/30/2011	105659	INVER GROVE FORD	ACCT#94917	101-4000-421.70-30		3/2011	266.88
						* Total	266.88
03/30/2011	105660	KDV (KERN, DEWENTER, VI	CLIENT#04032	101-2000-415.30-10		3/2011	15,000.00
						* Total	15,000.00
03/30/2011	105667	MENARDS - WEST ST. PAUL	acct #30170270	101-5200-443.60-16		3/2011	98.01
						* Total	98.01
03/30/2011	105668	MERCHAK, JOE	EXPENSES	101-3300-419.60-45		3/2011	126.59
						* Total	126.59

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/30/2011	105670	MN FIRE SERVICE	FIREFIGHTER II CERT EXAM	101-4200-423.50-70		3/2011	300.00
			FIREFIGHTER II CERT EXAM	101-4200-423.50-70		3/2011	150.00
						* Total	450.00
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	101-0000-203.09-00		3/2011	1,838.08
			Policy #0027324	101-1100-413.20-62		3/2011	75.50
			Policy #0027324	101-2000-415.20-62		3/2011	96.63
			Policy #0027324	101-3000-419.20-62		3/2011	30.16
			Policy #0027324	101-3200-419.20-62		3/2011	30.53
			Policy #0027324	101-3300-419.20-62		3/2011	59.40
			Policy #0027324	101-4000-421.20-62		3/2011	480.49
			Policy #0027324	101-4200-423.20-62		3/2011	41.08
			Policy #0027324	101-5000-441.20-62		3/2011	21.61
			Policy #0027324	101-5100-442.20-62		3/2011	123.04
			Policy #0027324	101-5200-443.20-62		3/2011	70.28
			Policy #0027324	101-6000-451.20-62		3/2011	94.29
						* Total	2,961.09
03/30/2011	105674	MN NCPERS LIFE INSURANC	APRIL 2011	101-0000-203.16-00		3/2011	384.00
						* Total	384.00
03/30/2011	105676	MN RECREATION AND PARK	CPSI COURSE - MIKE CARTER	101-6000-451.50-80		3/2011	930.00
						* Total	930.00
03/30/2011	105677	NAGC COMMUNICATIONS SCH	COMM SCHOOL REG. JANELLE	101-1100-413.50-80		3/2011	725.00
						* Total	725.00
03/30/2011	105678	NEXTEL COMMUNICATIONS	acct #249383315	101-5200-443.50-20		3/2011	246.67
			ACCT #266948529	101-4000-421.50-20		3/2011	697.54
						* Total	944.21
03/30/2011	105683	QWEST	ACCT#6514530219660	101-6000-451.50-20		3/2011	124.92
			ACCT#6514559072782	101-4200-423.50-20		3/2011	40.16
						* Total	165.08
03/30/2011	105685	S & T OFFICE PRODUCTS	CUST#S28777	101-2000-415.60-65		3/2011	129.58
			CUST#S28777	101-3300-419.60-40		3/2011	10.14
						* Total	139.72
03/30/2011	105690	SPRINT	ACCT#166309819	101-4000-421.50-20		3/2011	260.00
			ACCT#487383319	101-6000-451.50-20		3/2011	289.62
			ACCT#573073317	101-1100-413.50-20		3/2011	38.18
						* Total	587.80
03/30/2011	105692	STEENBERG, LUKE	EXPENSES	101-4200-423.60-18		3/2011	61.56
						* Total	61.56
03/30/2011	105693	STREICHER'S	JOHN DANIELS - POLICE -	101-4000-421.60-18		3/2011	397.70
						* Total	397.70
03/30/2011	105694	T MOBILE	ACCT #494910368	101-5100-442.50-20		3/2011	99.98
						* Total	99.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/30/2011	105696	TIMESAVER OFF SITE SECR	city council mtg 2/28	101-1100-413.30-70		3/2011	184.50
						* Total	184.50
03/30/2011	105699	TOTAL CONSTRUCTION & EQ	CUST #CIT001	101-5200-443.40-46		3/2011	182.54
						* Total	182.54
03/30/2011	105700	TRACTOR SUPPLY CREDIT P	PO STREETS	101-5200-443.60-16		3/2011	50.27
			PO RICK	101-5200-443.60-16		3/2011	103.86
			PO RICK	101-5200-443.60-16		3/2011	40.69
			PO FLOOD	101-5200-443.60-16		3/2011	376.77
						* Total	571.59
03/30/2011	105701	TWIN CITIES OCCUPATIONA	acct#n26-1251001589	101-1100-413.30-50		3/2011	25.00
						* Total	25.00
03/30/2011	105702	TWIN CITY PALLET INC	50 - 48X40	101-5200-443.60-16		3/2011	293.91
						* Total	293.91
03/30/2011	105704	UNIFORMS UNLIMITED	ACCT #I14866	101-4000-421.60-45		3/2011	255.80
			ACCT #I14866	101-4000-421.60-45		3/2011	346.80
						* Total	602.60
03/30/2011	105706	USA MOBILITY WIRELESS I	ACCT#6119266-2	101-4000-421.50-20		3/2011	15.70
						* Total	15.70
03/30/2011	105710	WAL-MART BUSINESS	ACCT#6032202530257113	101-4000-421.60-65		3/2011	112.81
						* Total	112.81
04/06/2011	105718	ACE PAINT & HARDWARE	CUST#501126	101-5200-443.60-16		4/2011	39.59
			CUST#501126	101-5200-443.60-16		4/2011	29.90
						* Total	69.49
04/06/2011	105720	AFSCME COUNCIL 5	union dues	101-0000-203.10-00		4/2011	818.73
						* Total	818.73
04/06/2011	105721	ALEX AIR APPARATUS, INC	IGH FIRE DEPT	101-4200-423.40-42		4/2011	290.20
						* Total	290.20
04/06/2011	105723	ANCOM COMMUNICATIONS, I	IGH PD	101-4000-421.60-65		4/2011	213.22
						* Total	213.22
04/06/2011	105727	ARAMARK UNIFORM SERVICE	15353001	101-5200-443.60-45		4/2011	12.86
			15353001	101-6000-451.60-45		4/2011	23.32
						* Total	36.18
04/06/2011	105729	BARR ENGINEERING COMPAN	PROJECT REVIEWS	101-5100-442.30-30		4/2011	4,093.38
						* Total	4,093.38
04/06/2011	105732	BERG BAG COMPANY	INVE01	101-5200-443.60-16		4/2011	1,758.10
						* Total	1,758.10
04/06/2011	105733	BERGUM, ERIC	EXPENSES	101-4200-423.50-65		4/2011	121.00
			EXPENSES	101-4200-423.50-75		4/2011	111.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105733	BERGUM, ERIC	EXPENSES	101-4200-423.60-18		4/2011	108.00
						* Total	340.46
04/06/2011	105739	CLAREY'S SAFETY EQUIPME	ORDER #92028	101-4200-423.60-18		4/2011	157.68
						* Total	157.68
04/06/2011	105741	DAKOTA ELECTRIC ASSN	ACCT#461221-4	101-5400-445.40-20		4/2011	94.82
						* Total	94.82
04/06/2011	105742	DALCO CORPORATION	CUST#1020261	101-4200-423.40-42		4/2011	1,185.95
						* Total	1,185.95
04/06/2011	105750	FIRSTSCRIBE	roway web app	101-5100-442.60-42		4/2011	250.00
						* Total	250.00
04/06/2011	105751	FITOAM TREASURER	eric bergum & ryan peders	101-4200-423.50-80		4/2011	300.00
						* Total	300.00
04/06/2011	105760	HOME DEPOT CREDIT SERVI	6035322502061959	101-5200-443.60-16		4/2011	100.19
			6035322502061959	101-5200-443.60-16		4/2011	227.64
			6035322502061959	101-5200-443.60-16		4/2011	172.25
						* Total	500.08
04/06/2011	105763	IUOE	union dues	101-0000-203.10-00		4/2011	1,485.86
						* Total	1,485.86
04/06/2011	105764	KELLEY, TERRY	EXPENSES	101-4000-421.60-45		4/2011	597.25
						* Total	597.25
04/06/2011	105772	LELS	union dues	101-0000-203.10-00		4/2011	1,170.00
						* Total	1,170.00
04/06/2011	105773	LELS SERGEANTS	union dues	101-0000-203.10-00		4/2011	210.00
						* Total	210.00
04/06/2011	105776	LOREN'S EXCAVATING CO.,	3/16-21/2011	101-5200-443.40-46		4/2011	2,106.25
						* Total	2,106.25
04/06/2011	105777	MAX STEININGER, INC.	999	101-5200-443.40-46		4/2011	4,025.00
						* Total	4,025.00
04/06/2011	105781	MINNEAPOLIS FINANCE DEP	CUST#612005356	101-4000-421.70-30		4/2011	204.00
						* Total	204.00
04/06/2011	105782	MN STATE COLLEGES & UNI	IGH FIRE DEPT	101-4200-423.50-70		4/2011	159.00
						* Total	159.00
04/06/2011	105783	MSGOVERN	INV1100	101-3300-419.40-49		4/2011	9,879.74
						* Total	9,879.74
04/06/2011	105785	NATIONAL RESERVE LAW OF	IGH POLICE DEPT	101-4000-421.50-70		4/2011	273.00
						* Total	273.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105791	PINE BEND PAVING, INC.	3/15-16/2011	101-5200-443.40-46		4/2011	916.99
			3/15-16/2011	101-5200-443.60-16		4/2011	1,842.83
			3/16-18/2011	101-5200-443.40-46		4/2011	11,671.50
						* Total	14,431.32
04/06/2011	105795	RHOADES, JON	MBFTE registration reimb	101-4200-423.30-70		4/2011	75.00
						* Total	75.00
04/06/2011	105798	S & T OFFICE PRODUCTS	CUST#S28777	101-2000-415.60-40		4/2011	666.90
			CUST#S28777	101-2000-415.60-40		4/2011	444.60-
						* Total	222.30
04/06/2011	105799	SA-AG INC	STREET	101-5200-443.60-16		4/2011	89.85
			CUST#1789	101-5200-443.60-16		4/2011	528.24
			CUST#1789	101-5200-443.60-16		4/2011	870.45
						* Total	1,488.54
04/06/2011	105802	SENSIBLE LAND USE COALI	Jenelle Teppen conference	101-1100-413.50-80		4/2011	38.00
			Tom Link conference reg.	101-3000-419.50-80		4/2011	38.00
			Allan Hunting conference	101-3200-419.50-80		4/2011	38.00
						* Total	114.00
04/06/2011	105804	SOUTH CENTRAL TECHNICAL	62184	101-4200-423.30-70		4/2011	482.00
						* Total	482.00
04/06/2011	105806	ST. CROIX TREE SERVICE,	STREET DEPT	101-5200-443.40-46		4/2011	4,104.00
						* Total	4,104.00
04/06/2011	105807	STATE OF MINNESOTA	1298-1	101-4000-421.40-44		4/2011	390.00
						* Total	390.00
04/06/2011	105810	TIMESAVER OFF SITE SECR	3/14-28/2011	101-1100-413.30-70		4/2011	456.00
						* Total	456.00
04/06/2011	105811	TRACTOR SUPPLY CREDIT P	STREETS	101-5200-443.60-16		4/2011	187.60
						* Total	187.60
04/06/2011	105812	TWIN CITIES OCCUPATIONA	N26-1251001589	101-1100-413.30-50		4/2011	50.00
						* Total	50.00
04/06/2011	105816	UNITED WAY	contributions	101-0000-203.13-00		4/2011	230.00
						* Total	230.00
04/06/2011	105821	XCEL ENERGY	ACCT#51-9897304	101-5400-445.40-20		4/2011	33.37
						* Total	33.37
04/06/2011	105822	XCEL ENERGY	ACCT#51-9359857-3	101-5400-445.40-20		4/2011	377.67
						* Total	377.67
04/06/2011	105823	XCEL ENERGY	ACCT#51-8394358-2	101-5400-445.40-20		4/2011	31.58
						* Total	31.58
04/06/2011	105824	XCEL ENERGY	ACCT#51-8849473-7	101-5400-445.40-20		4/2011	74.76

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	74.76
04/06/2011	105825	XCEL ENERGY	ACCT#51-6025596-7	101-5400-445.40-20		4/2011	33.42
						* Total	33.42
04/06/2011	105826	XCEL ENERGY	ACCT#51-7094669-1	101-5400-445.40-20		4/2011	33.54
						* Total	33.54
04/06/2011	105832	XCEL ENERGY	51-9782436-1	101-5400-445.40-20		4/2011	92.79
						* Total	92.79
				79 Checks	** Fund Total		126,702.15
03/30/2011	105686	SEA LIFE MINNESOTA LLC	2011 consignment tickets	201-1600-465.50-25		3/2011	575.00
						* Total	575.00
04/06/2011	105724	APPLEBEE'S	IGH CVB	201-1600-465.50-25		4/2011	250.00
						* Total	250.00
04/06/2011	105731	BENGTSON, NICOLE	EXPENSES	201-1600-465.50-65		4/2011	57.64
			EXPENSES	201-1600-465.50-75		4/2011	3.21
						* Total	60.85
04/06/2011	105746	EMMA KRUMBIES	IGH CVB	201-1600-465.50-25		4/2011	250.00
						* Total	250.00
04/06/2011	105747	ENSEMBLE CREATIVE & MAR	CONVENTION & VISITORS	201-1600-465.50-25		4/2011	5,595.00
						* Total	5,595.00
04/06/2011	105789	OLD WORLD PIZZA	IGH CVB	201-1600-465.50-25		4/2011	250.00
						* Total	250.00
04/06/2011	105796	RIVER HEIGHTS CHAMBER O	SERVICES FOR MARCH 2011	201-1600-465.30-70		4/2011	1,592.50
			SERVICES FOR MARCH 2011	201-1600-465.40-65		4/2011	200.00
						* Total	1,792.50
				7 Checks	** Fund Total		8,773.35
03/30/2011	105669	METZEN APPRAISALS	trunk hwy 52 & 117th intr	420-5910-720.30-70	0010	3/2011	3,000.00
						* Total	3,000.00
03/30/2011	105691	SRF CONSULTING GROUP, I	RE: TH 52/117TH AVE COST	420-5910-720.30-30	0010	3/2011	3,560.12
			RE: TH 52/117TH AVE COST	420-5910-720.30-30	0010	3/2011	2,183.28
						* Total	5,743.40
				2 Checks	** Fund Total		8,743.40
03/30/2011	105662	KRECH, O'BRIEN, MUELLER	svcs through 2/28/2011	428-5918-728.30-70	0818	3/2011	12,508.00
						* Total	12,508.00
				1 Checks	** Fund Total		12,508.00
04/06/2011	105768	KIMLEY-HORN & ASSOCIATE	CP2011-90D	440-5900-740.30-30	1109D	4/2011	9,216.04

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105768	KIMLEY-HORN & ASSOCIATE	CP2011-90D	440-5900-740.30-30	1109D	4/2011	53,485.65
						* Total	62,701.69
				1 Checks	** Fund Total		62,701.69
04/06/2011	105743	EAGAN, CITY OF	CYCLE 03-10 BILLING	441-0000-207.05-00		4/2011	2,268.83
						* Total	2,268.83
				1 Checks	** Fund Total		2,268.83
04/06/2011	105734	BOLTON & MENK, INC.	PROJ NO.T16.021855	446-5915-746.30-30	0315	4/2011	2,693.75
						* Total	2,693.75
04/06/2011	105818	WSB & ASSOCIATES, INC.	PROJECT#01943-000	446-5940-746.30-70	1040	4/2011	11,964.00
						* Total	11,964.00
				2 Checks	** Fund Total		14,657.75
03/30/2011	105619	ACE PAINT & HARDWARE	cust #501126	501-7100-512.60-16		3/2011	12.83
						* Total	12.83
03/30/2011	105622	BATTERIES PLUS	cust #C-1034	501-7100-512.40-40		3/2011	47.00
						* Total	47.00
03/30/2011	105652	HIGHWAY TECHNOLOGIES, I	CUST #9500891	501-7100-512.50-80		3/2011	239.70
						* Total	239.70
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	501-7100-512.20-62		3/2011	55.67
						* Total	55.67
03/30/2011	105687	SEELYE PLASTICS INC	cust #200728	501-7100-512.60-16		3/2011	112.76
						* Total	112.76
03/30/2011	105697	TKDA	prj0014026.007 igh meter	501-7100-512.30-70		3/2011	2,515.30
						* Total	2,515.30
03/30/2011	105705	UNITED PARCEL SERVICE	shipper number V4650V	501-7100-512.30-70		3/2011	21.12
						* Total	21.12
03/30/2011	105708	VESSCO INC	cust acct#13641	501-7100-512.40-42		3/2011	16,289.89
						* Total	16,289.89
04/06/2011	105718	ACE PAINT & HARDWARE	501126	501-7100-512.60-16		4/2011	13.48
						* Total	13.48
04/06/2011	105722	AMERICAN WATER WORKS AS	139413	501-7100-512.50-70		4/2011	1,704.00
						* Total	1,704.00
04/06/2011	105728	BADGER STATE COATING SP	BSCS PROJECT#22811	501-7100-512.30-70		4/2011	1,800.00
						* Total	1,800.00
04/06/2011	105738	CITY OF BLOOMINGTON	3/1-31/2011	501-7100-512.30-70		4/2011	400.00
						* Total	400.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105741	DAKOTA ELECTRIC ASSN	ACCT#214831-0	501-7100-512.40-20		4/2011	14.03
						* Total	14.03
04/06/2011	105743	EAGAN, CITY OF	FEB 2011	501-7100-512.40-05		4/2011	15.48
			MAR 2011	501-7100-512.40-05		4/2011	13,434.57
						* Total	13,450.05
04/06/2011	105744	EAGAN, CITY OF	JAN 2011	501-7100-512.40-05		4/2011	3,415.46
			FEB 2011	501-7100-512.40-05		4/2011	2,921.22
			MAR 2011	501-7100-512.40-05		4/2011	2,802.78
						* Total	9,139.46
04/06/2011	105758	HAWKINS INC	108816	501-7100-512.60-19		4/2011	570.31
			108816	501-7100-512.60-19		4/2011	5,869.60
						* Total	6,439.91
04/06/2011	105766	KEYS WELL DRILLING CO	IGH #8	501-7100-512.40-42		4/2011	31,237.50
						* Total	31,237.50
04/06/2011	105815	UNITED PARCEL SERVICE	V4650V	501-7100-512.30-70		4/2011	11.00
						* Total	11.00
				18 Checks	** Fund Total		83,503.70
03/30/2011	105641	ELECTRIC PUMP INC	cust #0013682	502-7200-514.40-43		3/2011	2,726.89
						* Total	2,726.89
03/30/2011	105648	GOODIN COMPANY	cust #1001619	502-7200-514.60-16		3/2011	345.53
						* Total	345.53
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	502-7200-514.20-62		3/2011	35.99
						* Total	35.99
03/30/2011	105709	VIKING INDUSTRIAL CENTE	utilities - gas detection	502-7200-514.60-16		3/2011	237.80
						* Total	237.80
04/06/2011	105743	EAGAN, CITY OF	FEB 2011	502-7200-514.40-15		4/2011	20.75
			MAR 2011	502-7200-514.40-15		4/2011	20,983.64
						* Total	21,004.39
04/06/2011	105744	EAGAN, CITY OF	JAN 2011	502-7200-514.40-15		4/2011	5,268.68
			FEB 2011	502-7200-514.40-15		4/2011	5,630.75
			MAR 2011	502-7200-514.40-15		4/2011	5,402.33
						* Total	16,301.76
04/06/2011	105754	GLOBAL CLOSING & TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	69.65
						* Total	69.65
04/06/2011	105780	METROPOLITAN COUNCIL	cut # 5084	502-7200-514.40-15		4/2011	126,744.67
						* Total	126,744.67
				8 Checks	** Fund Total		167,466.68

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03/30/2011	105619	ACE PAINT & HARDWARE	CUST#501126	503-8600-527.40-40		3/2011	6.41
			CUST#501126	503-8600-527.60-12		3/2011	9.60
			CUST#501126	503-8600-527.60-12		3/2011	20.82
			CUST#501126	503-8600-527.60-12		3/2011	29.54
			CUST#501126	503-8600-527.40-40		3/2011	26.15
			CUST#501126	503-8600-527.40-42		3/2011	13.35
			CUST#501126	503-8600-527.60-12		3/2011	2.66
						* Total	108.53
03/30/2011	105624	BEN HOGAN APPAREL GROUP	H4574	503-8200-523.76-20		3/2011	59.84
						* Total	59.84
03/30/2011	105625	BUSINESS VOICE	2011 GOLF PROGRAM	503-8500-526.50-25		3/2011	300.00
						* Total	300.00
03/30/2011	105626	CARLSON EQUIPMENT	ACCT#INVER004	503-8600-527.40-42		3/2011	1,097.00
						* Total	1,097.00
03/30/2011	105630	CHECKPOINT SYSTEMS INC	CUST#166752	503-8500-526.50-55		3/2011	266.66
						* Total	266.66
03/30/2011	105632	CLEVELAND GOLF	ORDER#6435114	503-8200-523.76-20		3/2011	27.76
						* Total	27.76
03/30/2011	105637	DAKOTA ELECTRIC ASSOCIA	ACCT 201360-5	503-8600-527.40-20		3/2011	200.43
						* Total	200.43
03/30/2011	105639	DEX MEDIA EAST	ACCT 110360619	503-8500-526.50-25		3/2011	102.05
						* Total	102.05
03/30/2011	105644	FAST SIGNS	INVER WOOD GOLF COURSE	503-8100-522.50-50		3/2011	118.54
						* Total	118.54
03/30/2011	105646	G & K SERVICES	01574-01	503-8600-527.60-45		3/2011	102.38
			CUST#01574-01	503-8600-527.60-45		3/2011	95.46
						* Total	197.84
03/30/2011	105647	GEMPLER'S INC.	GOLF COURSE	503-8600-527.60-40		3/2011	66.20
			GOLF COURSE	503-8600-527.60-40		3/2011	385.60
						* Total	451.80
03/30/2011	105657	IMPERIAL HEADWEAR, INC.	CUST#028460	503-8200-523.76-20		3/2011	92.55
			CUST#028460	503-8200-523.76-20		3/2011	362.24
						* Total	454.79
03/30/2011	105666	MENARDS - APPLE VALLEY	ACCT#30170265	503-8600-527.60-12		3/2011	23.18
						* Total	23.18
03/30/2011	105667	MENARDS - WEST ST. PAUL	ACCT#30170265	503-8600-527.40-40		3/2011	82.55
			ACCT#30170265	503-8600-527.60-50		3/2011	97.49
						* Total	180.04
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	503-8000-521.20-62		3/2011	.56-

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324 Policy #0027324	503-8500-526.20-62 503-8600-527.20-62		3/2011 3/2011 * Total	16.65 43.30 59.39
03/30/2011	105679	NIKE USA, INC.	CUST#79282	503-8200-523.76-20		3/2011 * Total	96.55 96.55
03/30/2011	105681	PING	CUST#4085 CUST#4085 CUST#4085	503-8200-523.76-20 503-8200-523.76-25 503-8200-523.76-35		3/2011 3/2011 3/2011 * Total	722.16 488.16 138.00 1,348.32
03/30/2011	105682	PRESTIGE FLAG	CUST#INVE03	503-8600-527.60-50		3/2011 * Total	300.11 300.11
03/30/2011	105684	REINDERS, INC.	CUST#326799 CUST#326799	503-8600-527.60-50 503-8600-527.60-35		3/2011 3/2011 * Total	776.54 705.36 1,481.90
03/30/2011	105688	SHERWIN-WILLIAMS	ACCT#6682-5453-5 0E0080327Q3096	503-8600-527.40-40 503-8600-527.40-40		3/2011 3/2011 * Total	143.72 59.62 203.34
03/30/2011	105689	SOUTHWEST MILWORK, INC.	CUST#132	503-8600-527.80-40		3/2011 * Total	2,637.95 2,637.95
03/30/2011	105695	TAYLOR MADE GOLF COMPAN	ACCT#602343	503-8200-523.76-20		3/2011 * Total	177.81 177.81
03/30/2011	105698	TOLL GAS & WELDING SUPP	CUST#1376	503-8600-527.40-42		3/2011 * Total	27.49 27.49
03/30/2011	105712	WELLS FARGO FINANCIAL L	4/1/11-4/1/12	503-8400-525.70-30		3/2011 * Total	29,511.22 29,511.22
03/30/2011	105713	WERNER IMPLEMENT CO, IN	ACCT#10132	503-8600-527.40-42		3/2011 * Total	96.90 96.90
03/30/2011	105715	WILSON SPORTING GOODS	ACCT#187981	503-8200-523.76-25		3/2011 * Total	26.15 26.15
03/30/2011	105716	WITTEK	CUST#123575	503-8100-522.60-20		3/2011 * Total	186.63 186.63
04/06/2011	105718	ACE PAINT & HARDWARE	501126 501126 cust #501126	503-8600-527.60-12 503-8600-527.60-12 503-8500-526.60-65		4/2011 4/2011 4/2011 * Total	28.61 5.33 8.00 41.94
04/06/2011	105749	FAST SIGNS	INVERWOOD GOLF COURSE	503-8000-521.60-65		4/2011 * Total	147.50 147.50
04/06/2011	105752	G & K SERVICES	cust #015740-01	503-8600-527.60-45		4/2011	102.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105752	G & K SERVICES	01574-01	503-8600-527.60-45		4/2011	1.00
						* Total	103.38
04/06/2011	105753	GARY'S PEST CONTROL	rodent inspection	503-8500-526.40-40		4/2011	69.64
						* Total	69.64
04/06/2011	105756	GRAINGER	ACCT#855256939	503-8500-526.60-65		4/2011	521.32
						* Total	521.32
04/06/2011	105757	GREAT NORTHERN BUILDERS	INSTALLATION OF DOORS INVERWOOD GC	503-8500-526.40-40 503-8600-527.80-40		4/2011	550.00
						4/2011	11,261.41
						* Total	11,811.41
04/06/2011	105765	KENNEDY & GRAVEN	NV125-00004	503-8500-526.30-44		4/2011	105.00
						* Total	105.00
04/06/2011	105778	MENARDS - WEST ST. PAUL	30170265	503-8600-527.40-40		4/2011	185.87
			30170265	503-8600-527.60-12		4/2011	23.18
			30170265	503-8600-527.60-12		4/2011	240.20
			30170265	503-8600-527.60-50		4/2011	107.13
						* Total	556.38
04/06/2011	105784	MTI DISTRIBUTING CO	CUST#402307	503-8600-527.40-42		4/2011	148.47
			CUST#402307	503-8600-527.40-42		4/2011	451.41
			CUST#402307	503-8600-527.40-42		4/2011	6.43
			CUST#402307	503-8600-527.40-42		4/2011	2.15
			CUST#402307	503-8600-527.40-42		4/2011	264.34
			CUST#402307	503-8600-527.40-42		4/2011	1,053.05
			CUST#402307	503-8600-527.40-42		4/2011	410.47
			CUST#402307	503-8600-527.40-42		4/2011	12.75
			CUST#402307	503-8600-527.40-42		4/2011	1,305.61
			CUST#402307	503-8600-527.40-42		4/2011	61.82
						* Total	3,716.50
04/06/2011	105787	NIKE USA, INC.	CUST#79282	503-8200-523.76-20		4/2011	1,831.30
						* Total	1,831.30
04/06/2011	105790	PETTY CASH - AL MCMURCH	Safe - Reserve change bnk F&B Vending	503-0000-101.07-00 503-0000-101.08-00		4/2011	1,500.00
						4/2011	300.00
						* Total	1,800.00
04/06/2011	105803	SOUTH BAY DESIGN	cust code INVERWOOD	503-8500-526.50-25		4/2011	469.50
						* Total	469.50
04/06/2011	105805	SPORT HALEY, INC.	INVERWOOD GOLF COURSE	503-8200-523.76-20		4/2011	119.00
						* Total	119.00
04/06/2011	105808	SUPERIOR GOLF CARS	INVERWOOD GOLF COURSE	503-8600-527.40-42		4/2011	252.87
						* Total	252.87
04/06/2011	105817	VERIZON WIRELESS	ACCT#480568913-00001	503-8500-526.50-20		4/2011	8.72
						* Total	8.72

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105819	XCEL ENERGY	ACCT#51-5877511-0	503-8600-527.40-20		4/2011	9.97
			51-5754364-1	503-8500-526.40-20		4/2011	19.33
						* Total	29.30
04/06/2011	105827	XCEL ENERGY	ACCT#51-5877512-1	503-8600-527.40-20		4/2011	60.10
						* Total	60.10
04/06/2011	105828	XCEL ENERGY	ACCT#51-5754364-1	503-8500-526.40-10		4/2011	166.68
						* Total	166.68
04/06/2011	105829	XCEL ENERGY	ACCT#51-5754364-1	503-8500-526.40-20		4/2011	160.14
						* Total	160.14
04/06/2011	105830	XCEL ENERGY	ACCT#51-5754364-1	503-8500-526.40-20		4/2011	264.73
						* Total	264.73
04/06/2011	105831	XCEL ENERGY	ACCT#51-5754364-1	503-8600-527.40-10		4/2011	409.39
						* Total	409.39
				48 Checks	** Fund Total		62,387.02
03/30/2011	105620	ALL GOALS, INC.	PO# MARKB	504-6100-452.70-60	R90100	3/2011	1,000.00
						* Total	1,000.00
03/30/2011	105640	DRKULAS 32 BOWL	OVERPAYMENT 2011 ADULT	504-0000-347.00-00	R50100	3/2011	150.00
						* Total	150.00
03/30/2011	105656	IKON OFFICE SOLUTIONS	145253-1017392ML	504-6100-452.40-65	R90100	3/2011	263.56
						* Total	263.56
03/30/2011	105663	LAVIN LACROSSE LLC	65	504-6100-452.60-09	R40200	3/2011	686.88
						* Total	686.88
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	504-6100-452.20-62	R90100	3/2011	72.11
						* Total	72.11
03/30/2011	105690	SPRINT	ACCT#302193319	504-6100-452.50-20	R90100	3/2011	90.80
						* Total	90.80
04/06/2011	105801	SELL, PATTI	OVERPAYMENT GIRLS JUNIOR	504-6100-452.70-45	R90100	4/2011	6.00
						* Total	6.00
04/06/2011	105809	TAHO SPORTSWEAR	PEE WEE SOCCER	504-6100-452.60-45	R40950	4/2011	115.92
						* Total	115.92
				8 Checks	** Fund Total		2,385.27
03/30/2011	105634	CRARY, AMY	EXPENSES	505-6200-453.50-70	C70000	3/2011	60.00
			EXPENSES	505-6200-453.50-80	C70000	3/2011	200.00
			EXPENSES	505-6200-453.60-40	C70000	3/2011	335.61
						* Total	595.61
03/30/2011	105653	HOME DEPOT CREDIT SERVI	ACCT#6035322017128343	505-6200-453.60-16	C21000	3/2011	68.05

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	68.05
03/30/2011	105656	IKON OFFICE SOLUTIONS	145253-1017392ML	505-6200-453.40-65	C10000	3/2011	439.26
						* Total	439.26
03/30/2011	105664	LEONARD, KIM	OVERPAYMENT KIDS ROCK	505-0000-352.60-00	C65100	3/2011	10.00
						* Total	10.00
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	505-6200-453.20-62	C70000	3/2011	116.73
						* Total	116.73
03/30/2011	105690	SPRINT	ACCT#573073317	505-6200-453.50-20	C25000	3/2011	378.86
						* Total	378.86
03/30/2011	105711	WEDWARD, DANA	CANCELLED BIRTHDAY PARTY	505-0000-207.03-00		3/2011	8.19
			CANCELLED BIRTHDAY PARTY	505-0000-352.29-00	C16000	3/2011	115.06
						* Total	123.25
04/06/2011	105718	ACE PAINT & HARDWARE	CUST#501126	505-6200-453.60-16	C25000	4/2011	14.94
						* Total	14.94
04/06/2011	105725	AQUA LOGIC, INC.	SERVICE 2/28/11	505-6200-453.40-40	C25000	4/2011	4,719.41
						* Total	4,719.41
04/06/2011	105756	GRAINGER	806460150	505-6200-453.60-16	C25000	4/2011	109.20
			806460150	505-6200-453.60-16	C25000	4/2011	108.02
			806460150	505-6200-453.60-16	C25000	4/2011	49.86
			806460150	505-6200-453.60-16	C25000	4/2011	37.30
			806460150	505-6200-453.60-16	C21000	4/2011	44.25
			806460150	505-6200-453.60-16	C25000	4/2011	185.77
			806460150	505-6200-453.60-16	C21000	4/2011	61.95
			806460150	505-6200-453.60-65	C21000	4/2011	432.85
			806460150	505-6200-453.60-16	C21000	4/2011	23.79
			806460150	505-6200-453.60-16	C21000	4/2011	5.61
			806460150	505-6200-453.60-16	C21000	4/2011	1.78
						* Total	1,060.38
04/06/2011	105759	HILLYARD INC	274069	505-6200-453.60-11	C25000	4/2011	851.53
						* Total	851.53
04/06/2011	105761	HUEBSCH SERVICES	92965	505-6200-453.40-40	C25000	4/2011	105.57
						* Total	105.57
04/06/2011	105792	R & R SPECIALTIES OF WI	IGHVET	505-6200-453.40-42	C21000	4/2011	33.50
						* Total	33.50
04/06/2011	105797	ROACH, RICK	EXPENSES	505-6200-453.50-65	C25000	4/2011	49.47
						* Total	49.47
04/06/2011	105814	ULINE	4799308	505-6200-453.60-16	C25000	4/2011	40.14
						* Total	40.14
				15 Checks	** Fund Total		8,606.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	602-2100-415.20-62		3/2011	2.14
						* Total	2.14
04/06/2011	105771	LEAGUE OF MN CITIES INS	LMCIT CLAIM#11076125	602-2100-415.70-20		4/2011	772.73
						* Total	772.73
				2 Checks	** Fund Total		774.87
03/30/2011	105621	ARAMARK UNIFORM SERVICE	CUST #15353001	603-5300-444.40-65		3/2011	32.94
			CUST #15353001	603-5300-444.60-45		3/2011	17.95
			CUST #15353001	603-5300-444.40-65		3/2011	32.95
			CUST #15353001	603-5300-444.60-45		3/2011	54.38
						* Total	138.22
03/30/2011	105627	CARQUEST AUTO PARTS STO	CUST #614420	603-5300-444.40-41		3/2011	9.06
			CUST #614420	603-5300-444.40-41		3/2011	11.98
			CUST #614420	603-5300-444.60-12		3/2011	10.67
			CUST #614420	603-5300-444.60-40		3/2011	46.76
			CUST #614420	603-5300-444.40-41		3/2011	41.14
			CUST #614420	603-5300-444.60-12		3/2011	13.92
						* Total	133.53
03/30/2011	105628	CATCO PARTS SERVICE	CUST #136090	603-5300-444.40-41		3/2011	18.77
						* Total	18.77
03/30/2011	105638	DALCO CORPORATION	CUST #1/0001020261	603-5300-444.60-11		3/2011	72.92
						* Total	72.92
03/30/2011	105643	FACTORY MOTOR PARTS COM	ACCT #10799	603-5300-444.40-41		3/2011	273.64
						* Total	273.64
03/30/2011	105645	FORCE AMERICA, INC.	ACCT #366100	603-0000-145.50-00		3/2011	164.82
						* Total	164.82
03/30/2011	105655	I-STATE TRUCK CENTER	ACCT #13468	603-5300-444.40-41		3/2011	40.27
						* Total	40.27
03/30/2011	105659	INVER GROVE FORD	A/R 7905	603-5300-444.40-41		3/2011	65.81
			3/3/10 REPRINT	603-5300-444.40-41		3/2011	67.74
			5/10/10 REPRINT	603-5300-444.40-41		3/2011	121.12
						* Total	254.67
03/30/2011	105661	KIMBALL MIDWEST	ACCT#222006	603-5300-444.60-12		3/2011	472.48
			ACCT#222006	603-5300-444.60-40		3/2011	53.38
						* Total	525.86
03/30/2011	105665	LITTLE FALLS MACHINE IN	RICK-CITY OF IGH 8168	603-5300-444.40-41		3/2011	225.62
			RICK-CITY OF IGH 8168	603-5300-444.40-41		3/2011	114.04
						* Total	339.66
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	603-5300-444.20-62		3/2011	20.54
						* Total	20.54

Program: GM179L

## CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/30/2011	105675	MN POLLUTION CONTROL AG	hazardous waste annual	603-5300-444.40-25		3/2011	264.00
						* Total	264.00
03/30/2011	105678	NEXTEL COMMUNICATIONS	acct #249383315	603-5300-444.50-20		3/2011	64.62
						* Total	64.62
03/30/2011	105714	WESTERN PETROLEUM COMPA	42140/0318239	603-0000-145.50-00		3/2011	2,232.44
						* Total	2,232.44
03/30/2011	105717	ZIEGLER INC	acct #4069900	603-5300-444.40-41		3/2011	391.14
						* Total	391.14
04/06/2011	105719	ADVANCED GRAPHIX, INC.	IGH FIRE DEPT	603-5300-444.40-41		4/2011	144.28
						* Total	144.28
04/06/2011	105727	ARAMARK UNIFORM SERVICE	15353001	603-5300-444.40-65		4/2011	32.94
			15353001	603-5300-444.60-45		4/2011	23.18
						* Total	56.12
04/06/2011	105736	CARQUEST AUTO PARTS STO	614420	603-0000-145.50-00		4/2011	4.60
			614420	603-0000-145.50-00		4/2011	51.94
			614420	603-5300-444.40-41		4/2011	34.18
			614420	603-5300-444.40-41		4/2011	10.75
			614420	603-5300-444.40-41		4/2011	3.10
			614420	603-0000-145.50-00		4/2011	46.81
			614420	603-5300-444.40-41		4/2011	10.39
			614420	603-0000-145.50-00		4/2011	13.10
			614420	603-5300-444.60-12		4/2011	47.03
			614420	603-0000-145.50-00		4/2011	41.45
						* Total	263.35
04/06/2011	105737	CATCO PARTS SERVICE	CUST #136090	603-5300-444.40-41		4/2011	30.61
						* Total	30.61
04/06/2011	105745	EMERGENCY APPARATUS MAI	ENGINE 3681 (E-11)	603-5300-444.40-41		4/2011	257.63
						* Total	257.63
04/06/2011	105748	FACTORY MOTOR PARTS COM	ACCT#10799	603-0000-145.50-00		4/2011	59.00
						* Total	59.00
04/06/2011	105762	INVER GROVE FORD	7905	603-5300-444.40-41		4/2011	43.17
						* Total	43.17
04/06/2011	105767	KIMBALL MIDWEST	222006	603-5300-444.60-12		4/2011	165.09
						* Total	165.09
04/06/2011	105769	KREMER SERVICES LLC	11527	603-5300-444.40-41		4/2011	173.60
			11584	603-5300-444.40-41		4/2011	399.72
						* Total	573.32
04/06/2011	105770	LANO EQUIPMENT, INC.	CITYINVER	603-5300-444.40-41		4/2011	1,033.15
						* Total	1,033.15

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105774	LITTLE FALLS MACHINE IN	ORDER#SHOP	603-5300-444.40-41		4/2011	826.77
						* Total	826.77
04/06/2011	105778	MENARDS - WEST ST. PAUL	30170270	603-5300-444.60-11		4/2011	132.75
						* Total	132.75
04/06/2011	105779	METRO JANITORIAL SUPPLY	RICK JACKSON	603-5300-444.60-11		4/2011	119.74
						* Total	119.74
04/06/2011	105794	REED'S SALES & SERVICE	INCI191	603-5300-444.40-41		4/2011	15.02
						* Total	15.02
04/06/2011	105800	SAM'S CLUB	7715090401334891	603-5300-444.40-41		4/2011	66.38
						* Total	66.38
04/06/2011	105811	TRACTOR SUPPLY CREDIT P	RICK	603-5300-444.40-41		4/2011	149.96
			RICK	603-5300-444.40-41		4/2011	11.22
			STREETS	603-5300-444.40-41		4/2011	71.58
						* Total	232.76
04/06/2011	105833	YOCUM OIL COMPANY, INC.	502860	603-0000-145.60-00		4/2011	10,875.18
						* Total	10,875.18
04/06/2011	105834	ZIEGLER INC	406990	603-5300-444.40-41		4/2011	95.91
						* Total	95.91
				33 Checks	** Fund Total		19,925.33
03/30/2011	105633	COORDINATED BUSINESS SY	cust#4502512	604-2200-416.60-10		3/2011	122.28
						* Total	122.28
03/30/2011	105650	HAWK LABELING SYSTEMS	CUST#32291	604-2200-416.60-10		3/2011	20.15
						* Total	20.15
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	604-2200-416.20-62		3/2011	.98
						* Total	.98
03/30/2011	105680	OFFICEMAX INC	ACCT#687054	604-2200-416.60-05		3/2011	225.14
						* Total	225.14
03/30/2011	105685	S & T OFFICE PRODUCTS	CUST#S28777	604-2200-416.60-10		3/2011	91.27
			CUST#S28777	604-2200-416.60-10		3/2011	119.36
						* Total	210.63
04/06/2011	105788	OFFICE EQUIPMENT FINANC	CUST#923425	604-2200-416.40-50		4/2011	1,139.50
			CUST#923425	604-2200-416.40-50		4/2011	674.97
						* Total	1,814.47
04/06/2011	105798	S & T OFFICE PRODUCTS	CUST#S28777	604-2200-416.60-10		4/2011	312.75
			CUST#S28777	604-2200-416.60-10		4/2011	345.85
			S28777	604-2200-416.60-10		4/2011	161.40
			CUST#S28777	604-2200-416.60-10		4/2011	17.66
						* Total	837.66

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
7 Checks    ** Fund Total							3,231.31	
03/25/2011	105616	US POSTMASTER	FIRST-CLASS POSTAGE	605-3100-419.50-35		3/2011	1,066.05	
							* Total	1,066.05
03/25/2011	105617	US POSTMASTER	FIRST-CLASS POSTAGE	605-3100-419.50-35		3/2011	238.47	
							* Total	238.47
03/30/2011	105654	HUEBSCH SERVICES	acct #100075	605-3100-419.40-65		3/2011	49.15	
							* Total	49.15
03/30/2011	105658	INTEGRA TELECOM	acct #645862	605-3100-419.50-20		3/2011	139.60	
							* Total	139.60
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	605-3100-419.20-62		3/2011	8.33	
							* Total	8.33
04/06/2011	105735	BROTHERS MFG	PO DENNIS	605-3100-419.60-11		4/2011	47.62	
							* Total	47.62
04/06/2011	105759	HILLYARD INC	CUST#274069	605-3100-419.60-11		4/2011	188.91	
			CUST#274069	605-3100-419.60-11		4/2011	43.33	
							* Total	232.24
04/06/2011	105761	HUEBSCH SERVICES	CUST#100075	605-3100-419.40-65		4/2011	49.15	
							* Total	49.15
04/06/2011	105775	LONE OAK COMPANIES	UTILITY BILLING	605-3100-419.50-35		4/2011	506.14	
							* Total	506.14
04/06/2011	105820	XCEL ENERGY	ACCT#51-4252996	605-3100-419.40-20		4/2011	686.05	
							* Total	686.05
10 Checks    ** Fund Total							3,022.80	
03/30/2011	105631	CIVICPLUS	QUARTERLY FEE	606-1400-413.30-70		3/2011	1,750.50	
							* Total	1,750.50
03/30/2011	105635	CREATIVE VISION TECHNOL	CUST ID CH1302	606-1400-413.30-70		3/2011	26,184.38	
							* Total	26,184.38
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	606-1400-413.20-62		3/2011	9.81	
							* Total	9.81
03/30/2011	105703	TYLER TECHNOLOGIES, INC	cust #41443	606-1400-413.80-62		3/2011	187.50	
							* Total	187.50
03/30/2011	105707	VERIZON WIRELESS	acct #280581502-00001	606-1400-413.50-20		3/2011	65.46	
							* Total	65.46
04/06/2011	105730	BATTERIES PLUS	cust # C-1034	606-1400-413.60-41		4/2011	2.66	
							* Total	2.66

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/06/2011	105786	NDC4	2010 WEB STREAMING EXP	606-1400-413.30-70		4/2011	7,883.04
						* Total	7,883.04
04/06/2011	105798	S & T OFFICE PRODUCTS	S28777	606-1400-413.60-10		4/2011	87.19
						* Total	87.19
04/06/2011	105813	TYLER TECHNOLOGIES, INC	41443	606-1400-413.80-62		4/2011	437.50
			CUST#41443	606-1400-413.80-62		4/2011	2,724.24
			CUST#41443	606-1400-413.80-62		4/2011	49,801.93
						* Total	52,963.67
				9 Checks	** Fund Total		89,134.21
04/06/2011	105726	ARAMARK REFRESHMENT SER	39398	702-0000-228.65-00		4/2011	85.80
						* Total	85.80
04/06/2011	105729	BARR ENGINEERING COMPAN	PROJECT REVIEWS	702-0000-229.28-00		4/2011	2,205.00
						* Total	2,205.00
04/06/2011	105740	DAKOTA CTY SHERIFF'S DE	Paul Michael Silva	702-0000-229.10-00		4/2011	500.00
						* Total	500.00
04/06/2011	105755	GOODHUE COUNTY SHERIFF'	Melissa Ann Kuha	702-0000-229.10-00		4/2011	393.00
						* Total	393.00
04/06/2011	105793	RED RIVER REGIONAL DISP	Amanda Justine Ivey	702-0000-229.10-00		4/2011	325.00
						* Total	325.00
				5 Checks	** Fund Total		3,508.80
03/30/2011	105673	MN LIFE INSURANCE CO	Policy #0027324	703-5500-446.20-62		3/2011	2.27
						* Total	2.27
				1 Checks	** Fund Total		2.27
				257 Checks	*** Bank Total		680,304.13
			257 Checks	*** Grand Total			680,304.13

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 22 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: April 11, 2011  
Item Type: Consent  
Contact: Jenelle Teppen, Asst City Admin   
Prepared by:  
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: Project Fund

**PURPOSE/ACTION REQUESTED** Consider Pay Voucher No. 22 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

**SUMMARY** The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with 21 change orders for a total contract amount now of \$11,998,192.10.

The contractor has completed the work through March 31, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 22 in the amount of \$387,758.08 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 22

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

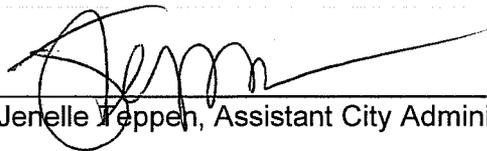
ESTIMATE NO: 22 (twenty-two)  
DATE: April 11, 2011  
PERIOD ENDING: March 31, 2011  
CONTRACT: Public Safety Addition City Hall Renovation  
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Shaw Lundquist Associates  
2757 West Service Road  
Saint Paul, MN 55121

Original Contract Amount .....\$11,501,900  
Total Addition .....\$496,292.10  
Total Deduction .....\$0.00  
Total Contract Amount .....\$11,998,192.10  
Total Value of Work to Date ..... \$11,055,308.45  
Less Retained (5%) ..... \$552,765.42  
Less Previous Payment .....\$10,114,784.95  
Total Approved for Payment this Voucher ..... \$387,758.08  
Total Payments including this Voucher .....\$10,502,543.03

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through March 31, 2011.

Signed by:  \_\_\_\_\_  
Jenelle Feppen, Assistant City Administrator April 11, 2011

Signed by: \_\_\_\_\_  
Shaw Lundquist Associates Date

Signed by: \_\_\_\_\_  
George Tourville, Mayor April 11, 2011

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

11 PAGES

TO OWNER: City of Inver Grove Heights

8150 Barbara Avenue  
Inver Grove Heights, MN 55077

PROJECT: Public Safety Addition  
and City Hall Renodel  
8150 Barbara Ave.  
Inver Grove Hts, MN

APPLICATION NO: 22 **22C**  
APPLICATION DATE: March 25, 2011  
PERIOD TO: March 31, 2011

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT: BKV Group, Inc.  
Shaw-Lundquist Associates, Inc. (09477)  
Remit to: SDS 12-0699 Box 86  
Minneapolis, MN 55486

222 North Second Street  
Minneapolis, MN 55401

PROJECT NOS: #1643,01

CONTRACT FOR:

General Construction

CONTRACT DATE:

May 19, 2009

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

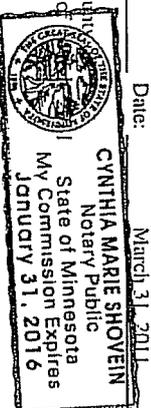
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

1. ORIGINAL CONTRACT SUM	\$	11,501,900.00
2. Net change by Change Orders	\$	496,292.10
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	11,998,192.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	11,055,308.45
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	552,765.42
b. <u>5</u> % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	552,765.42
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	10,502,543.03
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	10,114,784.95
8. CURRENT PAYMENT DUE	\$	387,758.08
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,495,649.07

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$488,211.10	
Total approved this Month	\$8,081.00	
<b>TOTALS</b>	\$496,292.10	\$0.00
NET CHANGES by Change Order	\$496,292.10	

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By:   
Thomas J. Meyers - Vice President  
State of Minnesota  
Subscribed and sworn to before me this 31st day of March  
Notary Public Cynthia Marie Shovein  
My Commission Expires: January 31, 2016



Date: March 31, 2011

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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: ..... \$ \_\_\_\_\_

(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.)

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.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2010-09H – South Grove Sod Repair Project.**

Meeting Date: April 11, 2011  
 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

*SJK CS*

**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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2010-09H – South Grove Sod Repair Project.

**SUMMARY**

The improvements were ordered as part of the 2010 Pavement Management Program. The contract was awarded in the amount of \$38,625.00 to Windscares on April 26, 2010 for City Project No. 2010-09H – South Grove Sod Repair Project.

Change Order No. 1, in the amount of \$7,292.40, is for an increase in contract quantity of overseeding areas, for two lots that required additional excavation, for an extension of the warranty date, and for an agreement for future payments and project completion. These items are funded from the project contingency fund. The contractor has completed the work through March 31, 2011 in accordance with the contract plans and specifications. A minimum of five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 1 in the amount of \$7,292.40 (for a revised contract amount of \$45,917.40), and approval of Payment Voucher No. 1 in the amount of \$26,205.18 for work on City Project No. 2010-09H – South Grove Sod Repair Project.

TJK/kf

Attachments: Change Order No. 1  
Pay Voucher No. 1



**CHANGE ORDER NO. 1**

**2010 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2010-09H  
SOUTH GROVE SOD REPAIR PROJECT**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: April 5, 2011
Contractor: Windscapes 1848 50 <sup>th</sup> Street East Inver Grove Heights, MN 55077	Engineer: City Engineer

**PURPOSE OF CHANGE ORDER**

See attached.

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$38,625.00	Original Contract Time: One Year Warranty – June 15, 2011
Previous Change Orders \$0.00	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order \$38,625.00	Contract Time Prior to this Change Order One Year Warranty – June 15, 2011
Net Increase of this Change Order \$7,292.40	Net Increase (Decrease) of Change Order 3 Calendar Month Warranty Extension
Contract Price with all Approved Change Orders \$45,917.40	Contract Time with Approved Change One Year Warranty – September 15, 2011
Recommended By: <u>John Schmeling</u> John Schmeling, Engineering Technician	Approved By: _____ Windscapes

Approved By:

Thomas J. Kaldunski  
Thomas J. Kaldunski, City Engineer

Approved By:

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

Date of Council Action:

\_\_\_\_\_  
April 11, 2011

**ATTACHMENT TO CHANGE ORDER NO. 1**

**CITY PROJECT NO. 2010-09H – SOUTH GROVE SOD REPAIR PROJECT**

**Description of Changes:**

**Two Lots with Additional Excavation**

Two lots had to have excavation and topsoil placed. The Contractor agreed to a time-and-materials cost of \$795.00 per lot.

Total for Two Lots with Excavation and Topsoil = 2 Lots X \$795.00/Lot = \$1,590.00

**Increase in Overseeding Areas**

When the Contractor performed warranty work of areas that did not initially take several areas were added that were not on the original contract. The Contractor agreed to add these lots using the same time and materials costs as in the base contract. The quantity of additional seeding was 1,728 square yards at a unit price of \$3.30 per square yard.

Total for Added Areas = 1,728 SY X \$3.30/SY = \$5,702.40

**Summary of Additional Services:**

<u>Item</u>	<u>Cost</u>
Two Lots with Additional Excavation	\$1,590.00
Increase in Overseeding Areas	<u>\$5,702.40</u>
<b>Total Cost of Revisions</b>	<b>\$7,292.40</b>

**Final Warranty Extension**

The original contract dated April 26, 2010 required all seeding work to be placed by June 15, 2010 and warranted for one year from placement until June 15, 2011. Due to Contractor scheduling and re-work that had to be performed most seeding was not re-done until September 2010. As a result of this delay from re-work an extension of the warranty period is required. The new warranty date will now be September 15, 2011 for the entire project.

**Future Payments and Final Completion**

The Contractor shall be required to re-seed and establish any areas that are not established in spring 2011. These areas shall be reseeded by May 31, 2011. The Contractor shall also be required to apply a broadleaf weed killer in the spring at no cost to the City. No future payment will be made until both of these conditions have been met and the seed that is placed after April 11, 2011 is found to be growing after a thirty (30) calendar day maintenance period. If these conditions are met a payment will be released with a retainage greater than or equal to five (5) percent which will be maintained until the final warranty date has passed and all areas are approved.

**Payment Detail List**

Contract: CP 2010-09H  
 Owner: City of Inver Grove Heights  
 Project: South Grove Sod Repair Project

Schedule:  
 Description:

Item No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	Street Sweeper with Pickup Broom	HR	5	5.00	\$135.00	\$ 675.00	\$ 675.00
2	Terraseeding	LS	1	0.672	\$36,450.00	\$ 36,450.00	\$ 24,494.40
3	Water Usage Allowance	LS	1	1.00000	\$1,500.00	\$ 1,500.00	\$ 1,500.00

Schedule A Subtotal: \$ 38,625.00 \$ 25,994.40

Description	Total Estimated Cost	Total Contract Cost To-Date
Sod Replacement	\$ 38,625.00	\$ 25,994.40
<b>Total Base Cost</b>	<b>\$ 38,625.00</b>	<b>\$ 25,994.40</b>

Change Order No. 1 \$ 7,292.40 \$ 1,590.00

Total Contract Amount	\$ 38,625.00	\$ 45,917.40
Contract Work Completed To Date		\$ 27,584.40
Retainage (5%)		\$ 1,379.22
Previous Payments		
Amount Due This Payment #1		\$ 26,205.18

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Acquisition of 6556 Doffing Avenue**

Meeting Date: April 11, 2011  
 Item Type: Consent  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Tom Link, Director of Community Development  
 Reviewed by: N/A

<input type="checkbox"/>	<b>Fiscal/FTE Impact:</b> 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**

The City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property at 6556 Doffing Avenue.

**SUMMARY**

The City received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources (DNR) to acquire properties in the Doffing Avenue Area. The DNR funds are matched by a Community Development Block Grant and budgeted City funds. The purpose of these funds is to acquire properties, on a voluntary basis, in the Doffing Avenue Area so that the buildings can be removed, the floodplain restored, and the area eventually redeveloped as a community park.

The City has a contract with the Dakota County Community Development Agency (CDA) to assist with the administration of the acquisition program. The CDA has sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City and the CDA have acquired twenty properties and received inquiries from other property owners interested in possibly selling to the City.

Scott Priebe is the owner of a single family residence at 6556 Doffing Avenue. The property is legally described as Lots 4 and 5, Block 34, Inver Grove Factory Addition. Mr. Priebe contacted the CDA and requested the City to purchase the property. The property lies within the Mississippi River Floodplain and, therefore, qualifies for acquisition under the DNR grant program.

The City Council discussed this matter in January and directed the CDA and staff to proceed with a purchase agreement. The enclosed resolution would approve the acquisition of the property, through the CDA. The key provisions of the purchase agreement are:

- The purchase price is \$175,000
- The City will pay 30% of the purchase price, or \$52,000, as earnest money when the purchase agreement is signed
- The City will pay the balance of the purchase price, or \$122,500, at the time of closing
- The closing will occur within 18 months of the signing of the purchase agreement to allow Mr. Priebe time to find another property and construct a residence
- Mr. Priebe will be responsible for real estate taxes, utilities, maintenance, and insurance prior to closing

- If there are damages to the residence prior to closing, repairs will be made or the purchase price reduced
- Mr. Priebe will pay the state deed tax
- The City will pay the title commitment, title insurance premium, recording fees, and closing costs
- If Federal and State funds are not available at the time of closing, the closing would proceed with the use of City funds. Recent communications with DNR and CDA confirm that sufficient funds have been allocated to reimburse the City

One half of the funding would come from the DNR grant and the other half from the Community Development Block Grant and City's General Fund, as budgeted.

Staff recommends approval of the Resolution Approving the Acquisition of Property at 6556 Doffing Avenue.

Enc: Resolution  
Map  
Purchase Agreement

cc: Dan Rogness, Dakota County Community Development Agency

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING THE ACQUISITION OF PROPERTY  
AT 6556 DOFFING AVENUE**

**WHEREAS**, the City has received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources, a Community Development Block Grant from the U.S. Department of Housing and Urban Development, and a Supplemental Environmental Program Grant from the Minnesota Pollution Control Agency for the purpose of acquiring properties in the Mississippi River Floodplain and eventually reclaiming that floodplain; and

**WHEREAS**, the City has used these grant monies to establish a program for the voluntary acquisition of properties along Doffing Avenue in the Mississippi River Floodplain; and

**WHEREAS**, Scott Priebe is the owner of a single family residence at 6556 Doffing Avenue, legally described as Lots 4 and 5, Block 34, Inver Grove Factory Addition, Dakota County, Minnesota, and has requested the City to acquire the property:

**WHEREAS**, said property lies in the Mississippi River Floodplain:

**NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS** hereby approves the acquisition of 6556 Doffing Avenue from Scott Priebe, through the offices of the Dakota County Community Development Agency; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS** hereby authorizes payment in the amount of \$175,000, plus State Deed Tax and title insurance premium, to be paid for from the Minnesota Department of Natural Resources Flood Hazard Mitigation Grant, Community Development Block Grant, and the City's General Fund.

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

Passed by the City Council of the City of Inver Grove Heights on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:

NAYS:

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

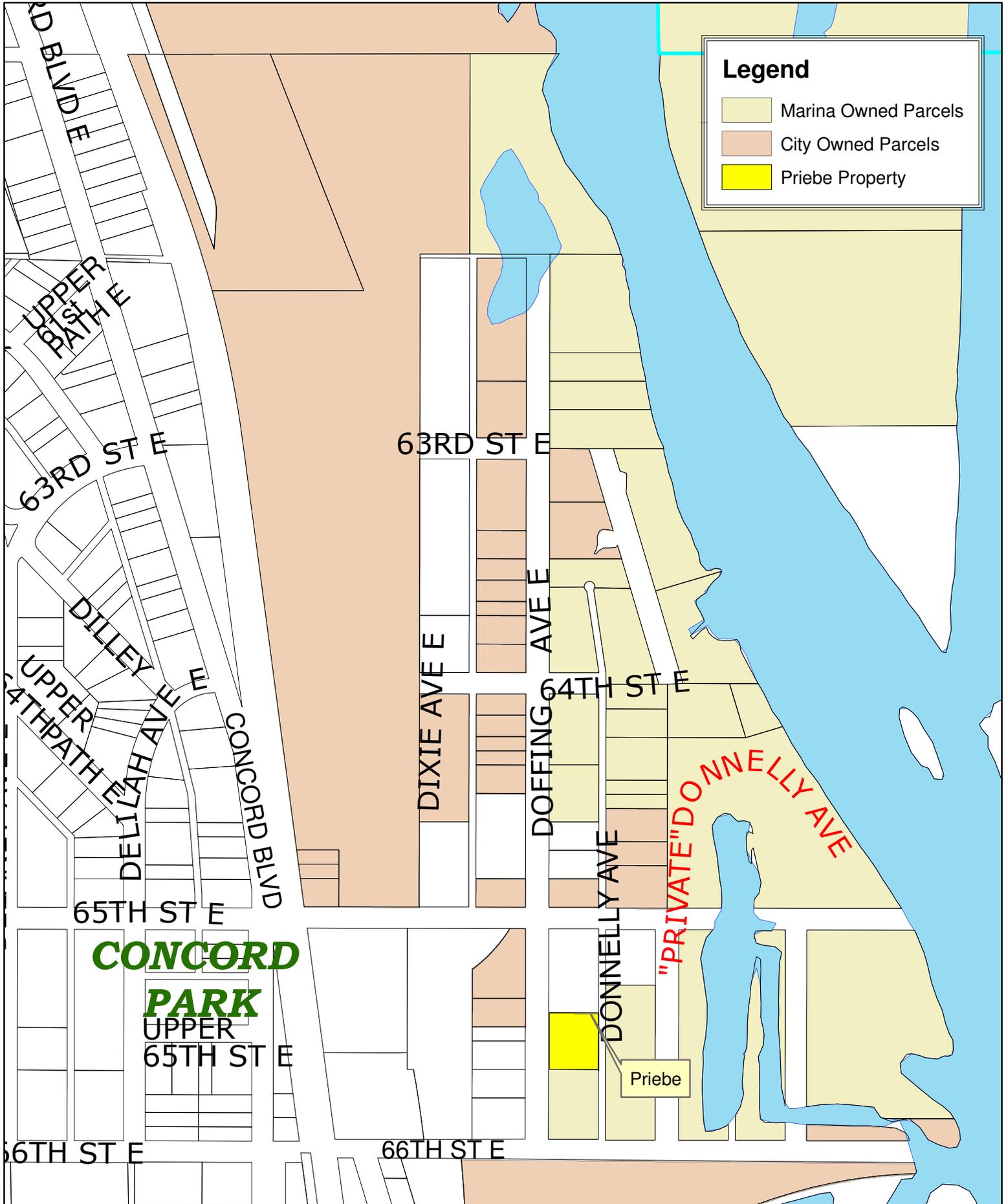
ATTEST:

\_\_\_\_\_  
Melissa Rheäume, Deputy Clerk



# Doffing Avenue Voluntary Acquisition Program

January, 2011



**Legend**

- Marina Owned Parcels
- City Owned Parcels
- Priebe Property

Priebe

## PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made this 11<sup>th</sup> day of April, 2011, by and between Scott K. Priebe, a single person, (hereinafter referred to as the "Seller"), and the Dakota County Community Development Agency (CDA), a public body corporate and politic organized under the laws of Minnesota (hereinafter referred to as the "Buyer").

**Section 1. Purchase Price.** The Dakota County CDA desires to purchase property located at 6556 Doffing Avenue East, Inver Grove Heights, Minnesota, legally described as Lots 4 and 5, Block 34, Inver Grove Factory Addition, County of Dakota, State of Minnesota, including all buildings and improvements (hereinafter referred to as the "Property") all of which the undersigned Seller has this day sold to Buyer for the sum of:

One Hundred and Seventy-Five Thousand dollars (\$175,000.00) to be paid as follows:

- a. Fifty-Two Thousand and Five Hundred dollars (\$52,500.00) as earnest money on the date of execution of this Agreement; and
- b. One Hundred, Twenty-Two Thousand and Five Hundred dollars (\$122,500.00) on the date of closing, subject to Section 10 and Section 12.

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

**Section 3. Warranty Deed.** Seller shall convey the Property to Buyer by Warranty Deed. The Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title and be subject only to the following exceptions:

- a. Building, zoning and platting laws, ordinances and state and federal regulations;
- b. Reservations of any minerals or mineral rights to the State of Minnesota;
- c. The lien of current taxes not yet due and payable;
- d. Utility easements and road easements existing at the date hereof, which do not interfere with the proposed use of the Property.

At closing, Seller shall deliver a Seller's Affidavit signed by the Seller in substantially the same form as the Affidavit attached hereto as Exhibit A.

**Section 4. Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property due and payable in the years prior to the date of closing. Any real estate taxes levied

against the Property due and payable in the year of the closing shall be prorated between Seller and Buyer as of the date of the closing.

**Section 5. Special Assessments.** Seller agrees to pay all special assessments levied against the Property prior to the date of this Agreement, including special assessment installments payable in the year of closing or thereafter for assessments levied prior to the date of this Agreement. Buyer is responsible to pay for all special assessments that are levied from and after the date of this Agreement.

**Section 6. Title Evidence.** Seller has furnished a title insurance commitment to the Buyer. Buyer has had a reasonable opportunity to review the title insurance commitment. Buyer acknowledges and agrees that the title insurance commitment evidences that Seller has marketable title to the Property, free of mortgages, liens and encumbrances.

**Section 7. Continuing Marketable Status of Title.** Between the date of this Agreement and the closing date, Seller shall not place or allow to be placed any mortgage, lien or encumbrance on the Property. At closing, Seller shall provide a "Standard Seller's Affidavit" substantially in the form attached hereto as Exhibit A stating that there are no judgments, liens, mortgages or encumbrances that affect the Property and that any work performed on the Property has been paid for.

**Section 8. Costs of Closing.** Buyer agrees to pay all costs of closing except the following costs which shall be paid by Seller:

- a. State Deed Tax and Conservation Fee;
- b. Prorated taxes as specified herein;
- c. Any unpaid special assessments levied prior to the date of this Agreement;
- d. Any unpaid municipal utility charges for the time period prior to the date of closing; and
- e. Any unpaid utility charges, such as gas, electric, and trash collection for the time period prior to the date of closing.

**Section 9. Closing Date.** Subject to Sections 10 and 12, the closing shall occur on or before a date that is eighteen (18) months after the date of this Agreement.

**Section 10. Earlier Closing Upon Notice from Seller.** Notwithstanding Section 9, if Seller provides fourteen (14) day advance written notice to Buyer that Seller wishes to close the transaction, then in such event, the closing date shall occur on the date of closing set by Seller, provided such date of closing is prior to the date set forth in Section 9.

**Section 11. Status of Property Prior to Closing.** From the date of this Agreement to the closing date, Seller is entitled to possess and occupy the Property. During such time, Seller shall have the following obligations:

- a. Real Estate Taxes. Seller must pay the real estate taxes.
- b. Utilities. Seller must pay for all utilities.
- c. Maintenance and Upkeep. Subject to Section 12, Seller must maintain and keep the Property in the same condition as the Property (including the buildings and improvements) existed as of the date of this Agreement.
- d. Casualty Insurance. Seller, at his own expense, must maintain and keep in full force and effect a casualty insurance policy for the Property with State Farm Insurance Company or another insurance company of Seller's choosing. The casualty insurance coverage must apply to the casualties of fire, wind storm and tornado. The amount of coverage must be the replacement value of the improvements and buildings up to a policy limit no less than \$144,000 for the dwelling on the Property and not less than \$14,400 for the garage on the Property. The deductible on the insurance policy must not be greater than \$1,000. Buyer shall be named a certificate holder and Buyer shall be named as an additional insured under the policy. If Seller fails to maintain the insurance, Buyer, in addition to any other remedy available at law or in equity, may purchase substitute insurance and the cost of the substitute insurance shall be a credit against the remaining amount owed by Buyer to Seller at closing.
- e. Flood Insurance. Seller, at his own expense, must maintain and keep in full force and effect until April 8, 2012, a flood insurance policy for the Property. The amount of coverage must apply to the dwelling on the Property and must have a policy limit no less than \$145,000 for the dwelling on the Property. The deductible on the insurance policy must not be greater than \$5,000. Buyer shall be named a certificate holder. If Seller fails to maintain the insurance, Buyer, in addition to any other remedy available at law or in equity, may purchase substitute insurance and the cost of the substitute insurance shall be a credit against the remaining amount owed by Buyer to Seller at closing.

**Section 12. Damage to Property.** Seller has the obligation to transfer the Property (including the building and improvements) on the closing date in the same condition as the Property existed on the date of this Agreement, subject to the following exceptions:

- a. Seller and Buyer, by mutual written amendment to this Agreement, may agree that repairs to damaged portions of the building do not need to occur and, in such case, Buyer may agree to accept such portions of the building at closing in a damaged state. Neither Seller nor Buyer is required to enter into such amendment.

- b. If damage to the buildings occurs prior to a date that is within fifteen (15) months after the date of this Agreement, and if the damage is covered by insurance, then Seller, at his election, has the option (i) to fix and repair the damage and use the insurance proceeds to do so or (ii) to not fix the damage and have the insurance proceeds be used as a credit and reduction against what Buyer owes at closing. Seller has thirty (30) days after the occurrence of the damage to make his election. The election must be made in writing and delivered to Buyer.
  
- c. Notwithstanding Section 12(b), if damage to the buildings occurs prior to a date that is within fifteen (15) months after the date of this Agreement, if the damage is covered by insurance and if the amount of the insurance proceeds exceeds \$35,000, Buyer, at its election, may require that Seller close the sale transaction contemplated by this Agreement and that Seller cease possession and occupancy of the Property and move out of the Property; in such case, the insurance proceeds received by the Seller shall be a credit against and reduce the balance that Buyer owes Seller at closing, provided that Buyer pays Seller at the closing \$1,000 per month for the number of months from the time of the closing up to a date that is eighteen (18) months after the date of this Agreement. Any partial month shall be prorated. Buyer has thirty (30) days after the occurrence of the damage to make its election. The election must be made in writing and delivered to Seller.

By way of example, assume that a fire occurs on August 11, 2011 (four (4) months after the date of this Agreement) and the damage exceeds \$35,000. Assume the insurance proceeds are \$50,000. The Buyer could require that a closing occur within thirty (30) days after the damage happened, that the \$50,000 be used to reduce Buyer's obligation at closing from \$122,500 to \$72,500 and that Seller move out of the dwelling. Assume the closing occurred on September 11, 2011 (five (5) months after the date of this Agreement; in such an instance Buyer would owe Seller \$13,000, which is \$1,000 per month for each of the thirteen (13) remaining months after closing that Seller had left on his original permitted occupancy of eighteen months.

- d. Notwithstanding Section 12(b) and 12(c), if damage to the buildings occurs fifteen (15) months or more after the date of this Agreement, and if the damage is covered by insurance, then the insurance proceeds will not be used to fix or repair the damage; rather, the insurance proceeds will be paid to Seller and the amount of the insurance proceeds will be credited against and will reduce the remaining balance that the Buyer owes Seller at closing. For example, if after August 11, 2012 there is a fire and damage occurs and the insurance company pays \$10,000, then Seller retains the \$10,000, the damage is not fixed, the \$10,000 is used to reduce the principal balance owed by Buyer; as a result, Buyer owes \$112,500 at closing instead of \$122,500. In such instance, although the damage will not be fixed, Seller can still live in the home if he chooses to do so up to a date that is eighteen (18) months after the date of this Agreement. If Seller does not choose to do so, Seller may give Buyer the fourteen day written notice under Section 10 and Buyer will then close on the transaction.

With respect to Sections 12(b), 12(c) and 12(d), the parties agree that if the insurance proceeds exceed the total balance of what Buyer owes Seller at closing, then with regard to those proceeds in excess of what Buyer owes Seller at closing, the excess amount shall be paid equally to Buyer and Seller.

With respect to the exceptions stated in Sections 12(a), 12(b), 12(c) and 12(d), the parties agree that if the exceptions become applicable the damage to the buildings shall not be fixed or repaired and Buyer agrees to accept the buildings in a condition where such damage has not been fixed or repaired.

**Section 13. Condition of Fixtures.** Seller makes no representation or warranty concerning the condition of the furnace, air conditioning, ventilation, lighting, and electrical wiring. Buyer acknowledges and agrees that on the date of closing, the furnace, air conditioning, ventilation, lighting, and electrical wiring may not be in good and working order.

**Section 14. Possession Date.** Seller further agrees to deliver possession of the Property at the date of closing.

Prior to delivery of possession of the Property, all personal property, furnishings, appliances (such as clothes washer and dryer, stove and refrigerator), rubbish, debris, and other materials shall be removed from the Property by Seller at Seller's expense. The condition of the Property shall be verified by Buyer or Buyer's representative prior to closing.

If Seller has not removed appliances from the Property prior to date of closing, then Seller shall be deemed to have abandoned the appliances and Buyer may dispose of the appliances in any manner that Buyer deems appropriate, including selling the appliances to a third party or destroying the appliances.

**Section 15. Environmental Condition Warranty.** Except as identified in the Environmental Investigation Report dated November 24, 2010, prepared by Braun Intertec, Seller warrants to Buyer that Seller has not received any written report or written notice that toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyls, or any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property.

Seller has not undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 *et. seq.*, or any similar state law or local ordinance or any other environmental law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of,

or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance or any other environmental law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance or any other environmental law.

Seller warrants to Buyer that no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyls, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property by Seller, including without limitation, the surface and subsurface waters of the Property.

Except as identified in the Environmental Investigation Report dated November 24, 2010, prepared by Braun Intertec, the Seller also warrants to Buyer that Seller has not received any written report or written notice that there are substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or that there are underground deposits which contain hazardous wastes.

Seller warrants there are no underground storage tanks located on the Property.

**Section 16. No Unpaid Labor or Material.** Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made.

**Section 17. No Notice of Violations.** Seller warrants that he has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.

**Section 18. Status of Wells.** Seller warrants that there is a capped water well on the Property and that the capped water well has been closed in accord with state and county regulations.

**Section 19. Status of Septic System.** Seller warrants that Seller **does not know** of an individual sewage treatment system or septic tank on or serving the Property.

**Section 20. Contingencies.** The Buyer's obligation to close this transaction is expressly contingent upon the satisfaction, or waiver by Buyer on or before the closing date, of the following conditions precedent:

- a. Buyer obtaining approval by the City of Inver Grove Heights to accept the assignment of and to assume its rights and interests in this Purchase Agreement, on or prior to April 11, 2011.
- b. Prior to and as a condition of closing, Seller shall sign a relocation waiver in a form approved by Buyer.

In the event Buyer determines that the conditions precedent cannot be met, this Agreement will be null and void and the Seller shall return all earnest money to Buyer.

**Section 21. Voluntary Sale; Waiver of Relocation Benefits.** Buyer and Seller agree that this is a voluntary sale by Seller. Buyer represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had failed to result in an amicable agreement. Seller has requested that the Property be acquired by Buyer and such request preceded any negotiations by Buyer to acquire the Property. Seller clearly showed an intent to sell the Property on the public market prior to any discussions, inquiries or negotiations by Buyer.

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

Buyer acknowledges that it has acquired other property in the general geographic area as the Property. Buyer has not set a specific time limit to acquire the Property or other properties in the general geographic area nor has Buyer determined whether to acquire such properties.

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

**Section 22. Acknowledgment of Fair Market Value.** Buyer and Seller agree that the purchase price listed in this Agreement represents the fair market value of the Property which has been determined by an appraisal or other method of valuation acceptable to Buyer and Seller.

**Section 23. Survival of Warranties.** The representations, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed.

**Section 24. Assignment of Agreement.** Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained, except the assignment by Buyer of its interest in this Agreement to the City of Inver Grove Heights.

**Section 25. Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.

**Section 26. Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.

**Section 27. Date of Agreement.** All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.

**Section 28. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 29. Time of Essence.** Time is of the essence in the closing of this transaction.

**Section 30. Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

**Section 31. Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

**Section 32. Remedies.** In the event of a default by the Seller, Buyer's sole remedy hereunder shall be limited to termination of this Agreement and the return of the earnest money.

In the event of a default by the Buyer, Seller's remedies shall be limited to (i) the termination of this Agreement and the retention of the earnest money or (ii) suing for specific performance.

**Section 33. Notice.** Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Dakota County Community Development Agency  
1228 Town Centre Dr.  
Eagan, MN 55123  
ATTN: Dan Rogness

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

Scott K. Priebe  
6556 Doffing Avenue East  
Inver Grove Heights, MN 55076

**Section 34. No Broker Fees.** Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

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

Scott K. Priebe, as Seller, the undersigned owner of the above-described Property, does hereby accept this Agreement and sale hereby made.

By: Scott K. Priebe  
Scott K. Priebe

The Dakota County Community Development Agency, as Buyer, agrees to purchase the above-described Property for the price and on the terms and conditions set forth above.

By: Mark S. Ulfers  
Mark S. Ulfers  
Its Executive Director

**EXHIBIT A**  
**STANDARD FORM OF SELLER'S AFFIDAVIT**

<b>AFFIDAVIT REGARDING SELLER</b> by Individual(s)	<i>Miller/Davis</i> Miller/Davis Company © - Minneapolis, MN - (612) 312-1570 Minnesota Uniform Conveyancing Blanks Form 50.1.2 (2006) (116-M)	(Top 3 inches reserved for recording data)
State of <u>Minnesota</u> , County of _____		
_____ being first duly sworn on oath say(s) that: (insert name of each affiant)		
1. (They are) (_____ he is) (_____ he knows) _____ the		
person(s) named as _____ in the document		
dated _____ and filed for record _____ as Document Number _____		
(or in Book _____ of _____ Page _____), in the Office of the <input type="checkbox"/> County Recorder <input type="checkbox"/> Registrar of Titles		
of _____ County, Minnesota.		
2. Said person(s) (is) (are) of legal age and under no legal disability with place of business(es) respectively at _____		
_____		
and for the last ten (10) years (has)(have) resided at:		
_____		
3. There are no:		
a. Bankruptcy, divorce or dissolution proceedings involving said person(s) during the time period in which said person(s) have had any interest in the premises described in the above document ("Premises");		
b. Unsatisfied judgements of record against said person(s) nor, to your Affiant(s) knowledge, any actions pending in any courts which affect the Premises;		
c. Tax liens filed against said person(s);		
except as herein stated:		
_____		
WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.		
		Page 1

4. Any bankruptcy, divorce or dissolution proceeding of record against parties with the same or similar names, during the time period in which the above-named person(s) (has) (have) had any interest in the Premises, are not against the above-named person(s).

5. Any judgments or tax liens of record against parties with the same or similar names are not against the above-named person(s).

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contract, leases, easements, or other than agreements or interests relating to the Premises except as stated herein:

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

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

10. The person(s) (has) (have) not received medical assistance from the State of Minnesota or any county medical assistance agency.

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

Affiant

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

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

\_\_\_\_\_  
(insert name of person making statement)

(Seal, if any)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

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

**Schedule "A" Legal Description**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE COMPENSATION ADJUSTMENT FOR NON-UNION GROUP OF EMPLOYEES**

Meeting Date: April 11, 2011  
Item Type: Consent  
Contact: Joe Lynch  
Prepared by:  
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** Approve a compensation adjustment for the Non-Union group of employees for 2010 and 2011.

**SUMMARY** The City has four collective bargaining groups comprising clerical, technical and professional employees represented by AFSCME, maintenance employees represented by IUOE, Local 70, Police Officers represented by LELS and Police Sergeants also represented by LELS. This Non-Union group of employees are unrepresented and they are the City's supervisory and confidential employees.

Two of the four represented groups received a compensation increase in 2010 of 2% and a 0% increase for 2011. The third group (Police Officers), were afforded a 1.5% increase for 2010 in an arbitration award. Sergeants settled for a 0% increase in 2010.

I recommend the Council approve the attached resolution adopting the 2010 and 2011 Non-Union Compensation Plan that indicates a 2% increase in compensation for 2010 and 0% for 2011. The increase is also effective for the City Administrator based on your recent review of my performance. The cost of this increase is \$56,000 and I propose that it is funded from general fund surplus.

The City's health insurance contribution mirrors that of the Sergeants, Police Officers and Maintenance groups for 2010, and there is no additional increase in the contribution for 2011.

This compensation plan is a result of the compensation and classification system that the Council adopted in December of 2007 after completing a market study and making internal comparisons. The plan groups non-union positions into ranges with like pointed positions. Using this compensation plan, the City strives to maintain a favorable position to the marketplace from which we recruit. This proposed compensation plan is designed to keep Inver Grove Heights in a position to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions and enable the City to reward employees for performance which meets established expectations.

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

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

RESOLUTION APPROVING 2010 and 2011 COMPENSATION PLAN COVERING ALL NON-  
UNION POSITIONS

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

Whereas, the City of Inver Grove Heights desires to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions; and

Whereas, the City of Inver Grove Heights desires to reward employees for performance which meets established expectations; and

Whereas, it is the goal of the City to compensate its employees fairly in accordance with both market and economic conditions as well as meet its statutory obligations with respect to the Comparable Worth Law; and

Whereas, the City Administrator shall approve progression within the compensation plan based on the recommendation of the supervisor who shall demonstrate that established performance goals and objectives have been satisfactorily met.

Now therefore be it resolved that the City of Inver Grove Heights hereby adopts the attached compensation plans for non-union employees for 2010 and 2011 to be effective January 1, 2010. And that the increase is effective for the City Administrator position as well for 2010 and 2011.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11<sup>th</sup> day of April, 2011.

Ayes:

Nays:

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George Tourville, Mayor

ATTEST:

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Melissa Rheame, Deputy City Clerk

2010 Non-Union Compensation Schedule

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Chief	Y	\$91,900	\$97,700	\$103,400	\$109,100	\$114,900
Public Works Director						
Community Development Director						
Parks and Recreation Director						
Finance Director						
Asst. City Administrator						
Fire Chief						
City Engineer	W	\$78,800	\$83,700	\$88,700	\$93,600	\$98,500
Lieutenant						
Golf Course Manager	V	\$73,000	\$77,600	\$82,200	\$86,700	\$91,300
Chief Building Official						
Asst. Finance Director						
Recreation Superintendent						
City Planner						
Assistant City Engineer						
Utility Superintendent						
Streets Maintenance Supt.						
Parks Maintenance Supt.						
Technology Manager						
Golf Course Superintendent	U	\$62,900	\$66,900	\$70,800	\$74,800	\$78,600
Manager of Arena and Building Maintenance Operations						
Guest Services Supervisor	T	\$54,300	\$57,700	\$61,100	\$64,500	\$67,800
Human Resources Coordinator						
Deputy City Clerk						
Asst. Golf Course Supt.	S	\$48,300	\$51,300	\$54,400	\$57,400	\$60,400
Golf Operations Coordinator						
MIS Technician						

2011 Non-Union Compensation Plan

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Chief	Y	\$91,900	\$97,700	\$103,400	\$109,100	\$114,900
Public Works Director						
Community Development Director						
Parks and Recreation Director						
Finance Director						
Asst. City Administrator						
Fire Chief						
City Engineer	W	\$78,800	\$83,700	\$88,700	\$93,600	\$98,500
Lieutenant						
Golf Course Manager	V	\$73,000	\$77,600	\$82,200	\$86,700	\$91,300
Chief Building Official						
Asst. Finance Director						
Recreation Superintendent						
City Planner						
Assistant City Engineer						
Utility Superintendent						
Streets Maintenance Supt.						
Parks Maintenance Supt.						
Technology Manager						
Golf Course Superintendent	U	\$62,900	\$66,900	\$70,800	\$74,800	\$78,600
Manager of Arena and Building Maintenance Operations						
Guest Services Supervisor	T	\$54,300	\$57,700	\$61,100	\$64,500	\$67,800
Human Resources Coordinator						
Deputy City Clerk						
Asst. Golf Course Supt.	S	\$48,300	\$51,300	\$54,400	\$57,400	\$604,004
Golf Operations Coordinator						
MIS Technician						

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Purchase of Golf Course Capital Equipment

Meeting Date: April 11, 2011  
 Item Type: Consent Agenda  
 Contact: Al McMurchie – 651.457.3667  
 Prepared by: Al McMurchie  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Consider approval of replacement program for golf course maintenance equipment.

**SUMMARY**

A three (3) year replacement program for Inver Wood turfgrass maintenance equipment was established in the early 2000's. Equipment was last replaced in 2008 when a total of eight (8) pieces, postponed from the period 2008 through 2010, were purchased and financed internally.

The 2011 budget year is the next scheduled replacement year, with ten (10) pieces budgeted. In order to fall within the budgeted amount of \$195,000, I have decreased the proposed purchase to nine (9) pieces summarized by the chart below.

Maintenance Equipment	Brand/Model	Budget	State or GSA	National IPA
Heavy Weight Utility Vehicle	Toro Workman #07370	\$ 24,000	\$ 22,722.81	\$ 22,553.66
Heavy Weight Utility Vehicle	Toro Workman #07370	24,000	22,722.81	22,553.66
2wd Triplex Greensmower	Toro 3150-Q Greensmaster	32,000	30,065.21	29,378.18
2wd Triplex Greensmower	Toro 3150-Q Greensmaster	32,000	30,065.21	29,378.18
3wd Triplex Teemower	Toro 3150-Q Greensmaster	29,000	32,725.92	31,950.18
4wd Rough Mower 68"	Toro 3500-D Groundsmaster	23,000	30,710.14	30,179.73
Mounted Blower	Toro ProForce #44538	6,000	6,313.95	6,266.95
Tractor Blower	Toro ProForce #44538	7,000	6,313.95	6,266.95
Walk-behind Greensmower	Toro 1600 Greensmaster	0	10,574.93	10,442.83
Greens Aerator	Postponed	18,000	0	0
	Trade of Existing Equipment		(15,300)	(15,300)
	Sales Tax		13,214.76	12,991.69
	<b>Total</b>	<b>\$ 195,000</b>	<b>\$ 190,129.69</b>	<b>\$ 186,662.01</b>

Previously, the majority of equipment needs with the lowest pricing have been available either through the State of Minnesota's cooperative purchasing venture or through the General Services Administration (GSA), an independent agency of the United States government. The GSA develops government-wide cost-minimizing policies and contracts with suppliers. Most suppliers ultimately extend this pricing to state and local governments. On the chart, prices in regular text indicate state contract pricing and prices in italics indicate the GSA price.

A similar purchasing cooperative for government units is now available on a national basis. The National Intergovernmental Purchasing Alliance (National IPA) now provides golf course maintenance equipment in a joint powers agreement. Purchasing equipment through this means results in a savings of \$3,467.68 over the State of Minnesota contract process and GSA process.

Through our research, Minnesota government units utilizing this purchasing alliance include a variety of cities both large and small. We were able to quickly find 26 government units taking advantage of this process and thereby lower pricing. Major cities and counties include Minneapolis, St. Paul, Rochester, and Ramsey County. Nearby suburbs and towns include Apple Valley, Hastings, Maplewood, and Red Wing.

City Attorney Tim Kuntz has reviewed this purchasing process and provides the following:

*This e-mail correspondence is from Timothy J. Kuntz, City Attorney for the City of Inver Grove Heights.*

*This responds to the recent e-mail of Al McMurchie. The Uniform Municipal Contracting Law is found in Minn. Stat. § 471.345. Subdivision 15 of that statute allows purchases through a "national municipal association's purchasing alliance or cooperative created by a joint powers agreement". Subdivision 15 provides:*

**Subd. 15. Cooperative purchasing.**

*(a) Municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section [16C.11](#). For a contract estimated to exceed \$25,000, a municipality must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.*

*(b) If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.*

*The joint powers agreement aspect is usually handled by the city signing an amendment or addendum to the joint powers agreement which is already in place with the other communities. By this method the city adds itself to the list of participating cities. I do not have any firsthand knowledge about this particular purchasing alliance. We will have to rely upon the information provided to you from the other cities. It looks as if Grand Rapids recently purchased golf equipment from the alliance. I will look on the website to see if there is anything that causes any concern.*

*The purpose of this e-mail is just to confirm with you that IGH does have statutory authority to purchase through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement.*

As a consequence, I have registered a participation form with the National IPA organization. That form has been accepted and an Agency Number for the City of Inver Grove Heights has been issued.

We recommend that the City Council approve the replacement purchase of golf course maintenance equipment for Inver Wood Golf Course as follows:

1. City Attorney to finalize our participation in the Joint Powers Agreement as required through amendment or addendum, adding the City of Inver Grove Heights to the list of participating cities and counties.
2. Purchase nine (9) pieces of golf course maintenance equipment through National Intergovernmental Purchasing Alliance (National IPA) pricing in the amount of \$186,662.01 as depicted in the chart on page one.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Purchase of Replacement Equipment**

Meeting Date: April 11, 2011  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A *SJT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider approval of purchase of replacement equipment included in the 2011 budget as approved by the City Council on December 13, 2010.

**SUMMARY**

The attached memo from the Street Maintenance Superintendent presents the cost information for one (1) piece of equipment approved for replacement in 2011. The vehicle is being purchased via the State of Minnesota Cooperative Purchasing Contract. The estimated cost (including the resale value, special equipment and graphics) is \$31,409.08.

As noted in the attached memo, we advertised this vehicle for public sale and received one offer. Once the cost of staff time is included in the calculations, we would have spent less if we had not advertised the sale publically and just taken the vendor's trade-in value.

I recommend approval of this capital purchase that will be funded from the Central Equipment Fund.

SDT/kf  
 Attachment: Memo from Street Superintendent

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott Thureen, Public Works Director  
FROM: Barry Underdahl, Street Superintendent  
DATE: April 5, 2011  
SUBJECT: Capital Equipment Purchase

---

The Fire Department's Ford Expedition #3699 is scheduled for replacement in 2011.

The Estimated Accumulation of Cash in the Replacement Cost Schedule is \$56,417.00

The State of Minnesota Contract price for a 2011 Expedition Special Service Vehicle is \$30,159.08.

Additional equipment and graphics to prepare this vehicle for service will add approximately \$7,000.00.

Midway Ford is offering a trade value of \$5,300.00. An ad was placed on Craigslist to see what the open market would bear. The ad stated a minimum bid of \$5,700.00 would be required. We received only one bid for \$5,750.00. Factoring in the additional sales tax that will be added by not trading, we will receive only \$85.62 more than trading to the dealership.

This vehicle would be paid from fund 603-5300-80-70 and it is my recommendation to replace vehicle #3699 per the equipment replacement schedule.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Approving Joint Powers Agreement (JPA) with Dakota County for Cost Share related to the Improvements to Digital Elevation Data**

Meeting Date: April 11, 2011  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Joint Powers Agreement (JPA) with Dakota County for cost share related to the improvements to digital elevation data.

**SUMMARY**

This year, the Minnesota Department of Natural Resources will be contracting to update the digital elevation data in Dakota County. The County was notified of an option to increase the level of accuracy of the data acquired, and the resulting topographic mapping. For \$50,000, the final product could be prepared with one-foot contour intervals instead of the two-foot intervals in the original contract. Public Works staffs in the cities were notified of this opportunity. All agreed that the large increase in accuracy was worth the additional cost. The information will be of great value in the review of storm water drainage matters. The City's share of the cost is \$2,360.00. It would be funded 50/50 from 606-1400-413.30-70 (Technology) and 101-5100-442.30-30 (Engineering).

I recommend that the City Council adopt the resolution approving the Joint Powers Agreement.

SDT/kf

Attachments: Resolution  
Joint Powers Agreement

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN  
AGREEMENT WITH DAKOTA COUNTY FOR COST SHARE RELATED TO THE IMPROVEMENTS  
TO DIGITAL ELEVATION DATA**

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

**WHEREAS**, the Minnesota Department of Natural Resources (DNR) is managing a multi-year project to acquire state-wide digital elevation data (DNR Project); and

**WHEREAS**, the DNR Project is being completed incrementally in partnership with counties and Dakota County is scheduled for completion in 2011; and

**WHEREAS**, the DNR Project includes an option for counties to purchase additional improvements to the digital elevation data, which said improvements will be realized in the form of higher accuracy and higher resolution elevation data; and

**WHEREAS**, the County has agreed to purchase additional improvements to the digital elevation data at an estimated cost of \$50,000.00; and

**WHEREAS**, the City desires to utilize the enhanced digital elevation data and is willing to cost share in the amount of \$2,360.00 towards the County's purchase of the additional improvements; and

**WHEREAS**, an agreement has been prepared that addresses the cost split and the responsibilities for the two governmental agencies.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Inver Grove Heights enter into an agreement with Dakota County for cost share related to the improvements to digital elevation data.

**BE IT FURTHER RESOLVED**, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Approved by the City Council of Inver Grove Heights this 11th day of April 2011.

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA  
AND  
THE CITY OF INVER GROVE HEIGHTS  
FOR COST SHARE RELATED TO THE  
IMPROVEMENTS TO DIGITAL ELEVATION DATA**

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

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

**WHEREAS**, the City of Inver Grove Heights (City) is a Minnesota municipal corporation; and

**WHEREAS**, the Minnesota Department of Natural Resources (DNR) is managing a multi-year project to acquire statewide digital elevation data (DNR Project); and

**WHEREAS**, the DNR Project is being completed incrementally in partnership with counties and Dakota County is scheduled for completion in 2011; and

**WHEREAS**, the DNR Project includes an option for counties to purchase additional improvements to the digital elevation data, which said improvements will be realized in the form of higher accuracy and higher resolution elevation data; and

**WHEREAS**, the County has agreed to purchase additional improvements to the digital elevation data at an estimated cost of \$50,000.00; and

**WHEREAS**, the City desires to utilize the enhanced digital elevation data and is willing to cost share in the amount of \$2,360.00 towards the County's purchase of the additional improvements.

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

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to define the responsibilities and cost sharing obligations of the County and the City for the County's purchase of additional improvements to digital elevation data as part of the DNR Project and the use of said data by the City.

**ARTICLE 2  
PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City).

**ARTICLE 3  
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2011, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4  
COOPERATION**

The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**ARTICLE 5  
OBLIGATIONS OF PARTIES**

- 5.1 The County will purchase additional improvements to the digital elevation data from the DNR as part of the DNR Project being conducted in Dakota County at an estimated cost of \$50,000.00
- 5.2 The City will pay to the County the sum of \$2,360.00 which shall be applied towards the purchase price of the additional improvements to the digital elevation data as set forth in Section 5.1 above. The City shall make payment to the County within 45 days of receiving an invoice from the County.
- 5.3 In exchange for its cost share contribution, the City will be allowed to obtain said enhanced digital elevation data from the County and use it at no additional cost to the City. This section shall survive the expiration of this Agreement.

**ARTICLE 6  
INDEMNIFICATION**

Except as provided below, each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the County, its officers, employees or agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the City's use of any of the digital elevation data purchased by the County from the DNR, which is the subject of this Agreement.

The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

**ARTICLE 7  
TERMINATION**

Either party may terminate this Agreement upon 30 days written notice to the other party, with or without cause. Notice of termination shall be made by certified mail or personal delivery to the person signing this Agreement on behalf of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of the Agreement prior to the effective date of termination.

**ARTICLE 8  
GENERAL PROVISIONS**

- 8.1 **ACCOUNTING AND RECORDS.** The parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the cost share funds. Such accounts and records shall be kept and maintained by the parties for a minimum period of six years following the expiration of this Agreement.
- 8.2 **AUDITING.** The books, records, documents and accounting procedures and practices of the parties that are relevant to this Agreement are subject to examination by the other party and the State Auditor for a minimum of six years following the expiration of this Agreement.
- 8.3 **NOTICE.** Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Lynn Thompson or successor, Director  
Physical Development Division  
14955 Galaxie Avenue  
Apple Valley, MN 55124

TO THE CITY: George Tourville or successor, Mayor  
City of Inver Grove Heights  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077

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

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

County Liaison: Randy Knippel  
Telephone: (952) 891-7080  
randy.knippel@co.dakota.mn.us

City Liaison: Scott Thureen  
sthureen@ci.inver-grove-heights.mn.us

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By \_\_\_\_\_  
George Tourville, Mayor  
Date of Signature: \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk  
Date of Signature: \_\_\_\_\_

**COUNTY OF DAKOTA**

APPROVED AS TO FORM:

Matthew M. Keena 3/25/2011  
Assistant Dakota County Attorney Date  
K-11-100.006

By \_\_\_\_\_  
Lynn Thompson, Director  
Physical Development Division  
Date of Signature: \_\_\_\_\_

County Board Res. No. 11-132



**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT TO AMERICAN ENGINEERING  
TESTING FOR GEOTECHNICAL TESTING SERVICES FOR THE 2012 PAVEMENT MANAGEMENT  
PROGRAM**

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

**WHEREAS**, as part of the City's 2012 Pavement Management Program, the following streets have been identified for geotechnical testing services starting in 2011:

City Project No. 2012-09D

- 65th Street from Babcock Trail to Cahill Avenue
- Buckley Way from 65th Street to Cahill Avenue
- Buckley Circle from Buckley Way to its south terminus
- Bordeaux Ct from 65th Street to its north terminus
- Borden Way from 65th Street to 65th Street
- Borden Court from Borden Way to its south terminus
- Bonner Ct south from 65th Street to its south terminus
- Bonner Ct north from 65th Street to its north terminus

City Project No. 2012-09C

- Barbara Avenue from 65th Street to 67th Street
- 67th Street from Babcock Trail to its east terminus
- 68th Street from Babcock Trail to its east terminus
- Barnes Avenue from 67th Street to 68th Street; and

**WHEREAS**, in order to complete the geotechnical testing services in a timely manner, staff reviewed the experience of the two firms in the City's Technical Consultant Services Pool; and

**WHEREAS**, based on the experience of the firms, the scope, and associated fee for the proposed service, it was decided that AET's proposal be awarded for geotechnical testing services.

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

1. The proposal of AET is accepted and staff is authorized to enter into a contract in the amount of \$7,500 for geotechnical testing services for the 2012 Pavement Management Program.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11th day of April 2011.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

April 7, 2011

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

Attn: Mr. Thomas J. Kaldunski, PE, City Engineer

RE: Revised Proposal for Geotechnical, Radar, & Coring Services  
65<sup>th</sup> Street Area  
Babcock Avenue to Cahill Avenue  
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to provide this proposal for geotechnical subsurface exploration, ground penetrating radar, pavement coring, and engineering services per your request. The scope of this work is intended to assist the City of Inver Grove Heights in the design, rehabilitation, and reconstruction of the above project.

GPR is a nondestructive testing method which utilizes a pulse echo method of measuring layer thicknesses by identifying depths at which material type changes occur, thus providing a detailed level of subsurface mapping. The purpose of the GPR survey is to determine the thicknesses of different material types in the subsurface including pavement, base, and subbase layers.

### **Project Information**

Street improvements are proposed for 65<sup>th</sup> Street East, between Babcock Avenue and Cahill Avenue, and for many of the neighboring streets in this area. We understand that street reconstruction is being considered for 65<sup>th</sup> Street East, Bonner Court, Borden Way, Borden Court, Bordeaux Court, Buckley Way, and Buckley Circle. Street improvement by mill and overlay methods are being considered for the area of Barbara Avenue, Barnes Avenue, 67<sup>th</sup> Street East, and 68<sup>th</sup> Street East.

### **Field Work**

Based on conversations with you, our observations of the site, and our understanding of the project, we propose the following scope of services.

- Clear underground public utilities through the Gopher State One Call system.
- Provide traffic warning signs during performance of the field work.

550 Cleveland Avenue North | St. Paul, MN 55114

Phone 651-659-9001 | Toll Free 800-972-6364 | Fax 651-659-1379 | [www.amengtest.com](http://www.amengtest.com) | AA/EEO

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Mr. Thomas J. Kaldunski, PE, City Engineer  
65<sup>th</sup> Street Area, Babcock Avenue to Cahill Avenue  
April 7, 2011  
Page 2 of 4

- Perform a Ground Penetrating Radar (GPR) survey over the surface of both drive lanes of all the streets in the project. The GPR testing will be performed in general accordance with ASTM:D6432. Our GPR data collection system is tied to GPS coordinates and will provide scans at 1-foot spacing or less. The GPR survey will provide a statistical thickness summary of the paving materials present within the study area.
- Barbara Ave, Barnes Ave, 67<sup>th</sup> St E, and 68<sup>th</sup> St E (proposed mill and overlay areas)
  - Collect 6-inch diameter pavement cores and perform standard penetration test (SPT) borings to depths of 6 feet below the surface at 6 locations.
  - Collect 6-inch diameter pavement cores at 2 additional locations.
- 65<sup>th</sup> Street East (proposed reconstruction):
  - Perform 12 SPT borings to depths of 6 feet through the existing bituminous drive lanes.
- Bonner Ct, Borden Way, Borden Ct, and Buckley Way (proposed reconstruction):
  - Perform 5 SPT borings to depths of 6 feet through the existing bituminous drive lanes.
- Bordeaux and Buckley Circle (proposed reconstruction in relatively good condition):
  - Collect 6-inch diameter pavement cores and perform standard penetration test (SPT) borings to depths of 6 feet below the surface at 3 locations.
- Measure the ground water level encountered within the boreholes during drilling.
- Backfill the borings as required by the Minnesota Department of Health.
- Patch the pavement surface at the boring/core locations with bituminous patching mixture.
- Document the boring locations with a hand held GPS unit.

We assume a conventional truck-mounted drill rig will be able to access and perform the soil borings and pavement cores. Measurement of surface elevations at the boring/core locations is not included in our work scope.

### **Soil Laboratory Testing**

- Perform moisture content tests on samples obtained from the borings.
- Conduct up to 4 gradation (sieve analysis) tests on selected soil samples.

### **Report**

Following the field and laboratory work, an engineering report will be prepared and submitted. This report will include the following:

- Logs of the test borings, including drilling methods, soil classifications per USCS and AASHTO systems, results of the laboratory tests, and results of the borehole ground water readings.
- Photographs of the pavement cores and a summary of the pavement core information.
- A figure illustrating the approximate soil boring and pavement core locations.

Mr. Thomas J. Kaldunski, PE, City Engineer  
65<sup>th</sup> Street Area, Babcock Avenue to Cahill Avenue  
April 7, 2011  
Page 3 of 4

- A review of the pavement and soil conditions and the soil engineering properties.
- Engineering recommendations for the following:
  - Pavement subgrade preparation for pavement reconstruction areas, including an estimated R-value.
  - Pavement rehabilitation and maintenance options.
  - Bituminous pavement thickness designs.
  - Constructability issues and frost considerations related to the on-site soil and ground water conditions.

The scope of work defined in this proposal is intended for geotechnical purposes only; it is not intended to explore for the presence or extent of any environmental contamination at the site. However, we will note any obvious contamination encountered which can be easily detected by sight or smell.

### **Fees**

Our services will be invoiced as a lump sum total cost. Our total fees for the scope of services described previously, including 26 borings totaling 156 lineal feet and 11 pavement cores, our fees will be \$7,500.

If we encounter buried organic material during boring operations, we recommend extending the borings to a depth of 5 feet below the bottom of the organic deposits. Additional drilling, if needed to extend the borings deeper for proper evaluation of soil conditions, will be invoiced at a unit rate of \$18 per lineal foot of drilling.

### **Schedule**

Based on our current schedule, drilling and coring could begin about two to three weeks after we receive authorization to proceed. We expect the field work will take two full days to complete. Draft boring logs and a pavement core summary can be provided within about one week after completion of the drilling/coring. The report will follow completion of the field work by about ten working days.

### **Terms and Conditions**

Our services will be performed according to the attached two-page "Service Agreement", the one-page "Subsurface Boring Supplement", and the one-page "Addendum No. 1".

### **Acceptance**

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Mr. Thomas J. Kaldunski, PE, City Engineer  
65<sup>th</sup> Street Area, Babcock Avenue to Cahill Avenue  
April 7, 2011  
Page 4 of 4

**Remarks**

If you have questions or need additional information, please feel free to contact me.

Sincerely,

**American Engineering Testing, Inc.**



Megan J. L. Hoppe  
Staff Engineer  
651-603-6604  
[mlee@amengtest.com](mailto:mlee@amengtest.com)

**PROPOSAL ACCEPTANCE BY:**

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

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

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

Attachments



**SECTION 1 - RESPONSIBILITIES**

**1.1** - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

**1.2** - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's work. If new information becomes available during AET's work, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

**1.4** - Work by AET often includes sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on the samples, are qualified to that extent.

**1.5** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

**SECTION 3 - SAFETY**

**3.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

**3.2** - AET shall only be responsible for safety of AET employees at the work site. The Client or other persons shall be responsible for the safety of all other persons at the site.

**SECTION 4 - SAMPLES**

**4.1** - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the work. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**4.2** - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days' of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

**SECTION 5 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 6 - STANDARD OF CARE**

AET will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

**SECTION 7 - INSURANCE**

AET carries Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

**SECTION 8 - DELAYS**

If AET work delays are caused by Client, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 9 - PAYMENT, INTEREST AND BREACH**

**9.1** - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.

**9.2** - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

**9.3** - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.

**9.4** - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

**SECTION 10 - MEDIATION**

**10.1** - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

**10.2** - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

**SECTION 11 - LITIGATION REIMBURSEMENT**

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

**SECTION 12 - MUTUAL INDEMNIFICATION**

**12.1** - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

**12.2** - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

**12.3** - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

**SECTION 13 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$50,000, or shall not exceed the project fees, whichever is greater.

**SECTION 14 - TERMINATION**

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay for all work performed, including demobilization and reporting costs to complete the file.

**SECTION 15 - SEVERABILITY**

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**SECTION 16 - GOVERNING LAW**

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

**SECTION 17 - ENTIRE AGREEMENT**

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

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**SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE**

**1.1** - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

**1.2** - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

**1.3** - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

**1.4** - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

**SECTION 2 - SITE RESTORATION**

**2.1** - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

**SECTION 3 - CONTAMINATION**

**3.1** - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

**3.2** - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting there from.

**SECTION 4 - LOST EQUIPMENT**

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

**SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION**

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

**ADDENDUM NO. 1 TO AGREEMENT BETWEEN  
AMERICAN ENGINEERING TESTING, INC. (AET) AND  
THE CITY OF INVER GROVE HEIGHTS (CLIENT)**

American Engineering Testing, Inc. (hereafter AET) and the City of Inver Grove Heights (hereafter Client) hereby agree that the contract between the parties dated April 7, 2011, relating to geotechnical testing services for 65<sup>th</sup> Street Area, Babcock Avenue to Cahill is hereby amended to provide that Section 11 of the terms and conditions is amended in its entirety to provide as follows:

**Section 11. Litigation Reimbursement.** Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor, will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and AET costs.

Payment of Client costs for Client lawsuits against AET which are judged substantially in Client's favor, will be AET's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and Client costs.

Payment of Client costs for AET lawsuits against Client which are dismissed or are judged substantially in Client's favor, will be the AET's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and Client costs.

Payment of AET costs for AET lawsuits against Client which are judged substantially in AET's favor will be Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and AET costs.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**American Engineering Testing, Inc.**

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

**City of Inver Grove Heights**

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

Attest:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Military Discounts at VMCC/Grove**

Meeting Date: April 11, 2011  
 Item Type: Consent  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Bethany Adams  
 Reviewed by: Eric Carlson – Parks & Recreation

**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**

Approve change in the membership rate structure at Veterans Memorial Community Center to include a larger discount to active military personnel.

**SUMMARY**

Veterans Memorial Community Center would like to offer all active military personnel the monthly rate equivalent to the employee rate, which equates to a 16-21% discount depending on type of membership. Below is shown what we currently offer and what is being proposed.

**Current monthly rates**

Type of membership	Vets	Active Military Members	IGH National Guard Armory members
Senior	\$37	\$37	\$33
Single	\$49	\$49	\$43
Dual	\$67	\$67	\$63
Household	\$78	\$78	\$73

**Proposed monthly rates**

Type of membership	Vets	Active Military Members	IGH National Guard Armory members
Senior	\$37	\$33	\$33
Single	\$49	\$43	\$43
Dual	\$67	\$63	\$63
Household	\$78	\$73	\$73

By offering a larger discount it is our hope to get more active military families involved in the many activities the Community Center has to offer and keep them healthy and having fun while a family member is serving our country. Staff believes this will have a positive impact on the community and is a way to give back to military personnel.

Staff asks for the council to approve the proposed monthly rate structure.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: April 11, 2011  
 Item Type: Consent  
 Contact: Lt. Larry Stanger (651) 450-2528  
 Prepared by: Lt. Larry Stanger  
 Department of Public Safety  
 Reviewed by: Chief Charles Kleckner  
 Director of Public Safety

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

**PURPOSE/ACTION REQUESTED:**

Consider request to enter into a Joint Powers Agreement (JPA) with the State of Minnesota for utilization of the Criminal Justice Data Communications Network (CJDN) for the period of five (5) years.

**SUMMARY:**

The State of Minnesota, acting through the Commissioner of Public Safety, Bureau of Criminal Apprehension, Criminal Justice Data Communications Network (CJDN), provides a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Inver Grove Heights Police Department is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. The Inver Grove Heights Police Department currently has access to this data through seven (7) systems and tools in support of its criminal justice duties. In the past, each system and tool required a separate Joint Powers Agreement every five (5) years.

The purpose of this Agreement is to create one (1) Agreement as a method by which the Inver Grove Heights Police Department has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

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

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

**A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS  
AGREEMENTS WITH THE CITY OF INVER GROVE HEIGHTS ON BEHALF  
OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

**WHEREAS**, the City of Inver Grove Heights on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made part of it.
2. That the Chief of Police, Charles N. Kleckner, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Investigation's Lieutenant is appointed as the Authorized Representative's designee.

3. That the City Attorney, Tim Kuntz, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Director of Administration is appointed as the Authorized Representative's designee.

4. That George Tourville, the Mayor for the City of Inver Grove Heights, and Melissa Rheaume, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

**Passed and Adopted by the City Council of Inver Grove Heights this \_\_ day of \_\_\_\_\_, 2011.**

**AYES:**

**NAYS:**

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

**ATTEST:**

\_\_\_\_\_  
Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 11, 2011  
 Item Type: Consent  
 Contact: Judy Thill, 651-450-2495  
 Prepared by: Judy Thill, Fire Chief  
 Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Consider awarding the purchase of a self-contained breathing apparatus (SCBA) compressor to Alex Air Apparatus, Inc.

**SUMMARY**

The present SCBA compressor at fire station 3 is no longer working properly. The unit is approximately 15 years old. Our SCBA bottles need to be filled to a pressure of 4,500 psi. The present compressor can only fill up to 4,000 psi. About six (6) years ago, problems began where the compressor would not fill over 4,000 psi. At that time, a technician was brought in to adjust the settings to the maximum possible so we could continue to fill our bottles at 4,500 psi. While this has helped, in recent years, because all adjustments are maxed out, breakers constantly pop and the compressor has to be reset on a continual basis. The last time we tried filling bottles, oil started spraying over the floor.

The SCBAs are our lifeline for emergency calls and a quick turnaround (inspection and filling) is crucial for the safety of our personnel.

Staff requests awarding the purchase of this compressor to Alex Air Apparatus, Inc. for \$15,950 plus shipping and installation, which will run approximately \$1,200. Alex Air provided the lowest of the three bids received. The other two bids were for \$16,450 and \$16,180 plus approximately \$1,300 to \$1,750, respectively additional for shipping and installation. Alex Air was also the only one to offer to apply trade-in value to any useable parts to help lower the final price.

The money for this project was approved in the 2010 rollover funds to 2011.

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

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ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◊\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
ELIZABETH HALL MURTHY  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
RETIRED

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

## MEMO

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: April 6, 2011**  
**RE: Project No. 2005-22 – Cahill Avenue South Street and Utility Improvements  
Proposed Settlement of Jean L. Ades Assessment Appeal – April 11, 2011  
City Council Meeting**

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**Section 1. Background.** On May 29, 2007, the City held an assessment hearing and levied a \$322,251.00 special assessment against property owned by Jean L. Ades. Jean Ades owns approximately 15.06 acres of real property which is improved with a single-family home and is now located in the northeast quadrant of the intersection of Inver Grove Trail and new Cahill Avenue South Street. The May 29, 2007 special assessment was spread over a period of fifteen years with interest accruing at a rate of 6.25%. The \$322,251.00 total assessment levy was comprised of the following assessment charges:

Sanitary Sewer Area Charge:	\$46,761.00
Sanitary Sewer Lateral Charge:	\$47,729.00
Water Main Area Charge:	\$46,761.00
Cahill Avenue South Street Improvements Charge:	<u>\$181,000.00</u>
Total May 29, 2007 Special Assessment:	\$322,251.00

This May 29, 2007 special assessment was deferred pursuant to City of Inver Grove Heights Resolution No. 07-247 which granted a deferment of the \$322,251.00 assessment pursuant to Minnesota Statute § 435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for whom it would be a hardship to make assessment payments.

Jean Ades appealed the May 29, 2007 special assessment by filing a special assessment appeal action as Dakota County District Court File No. 19-C4-07-9420. Jean Ades did not dispute the benefit of the extension of sanitary sewer and water utilities to her property, but Jean Ades claimed that her property was not benefitted by the Cahill Avenue South Street improvement in the amount of \$181,000.00.

The City and Jean Ades have negotiated a proposal to resolve the dispute. The salient aspects of the proposal are:

- City Cancellation of Original \$322,251.00 Assessment Levy: The City agrees to cancel the original May 29, 2007 assessment levy in the amount \$322,251.00 against the Property for the Project improvements. The City shall certify to Dakota County Auditor/Property Tax Assessor prior to January 1, 2011, that the entire \$322,251.00 principal assessment and all accrued interest thereon shall be cancelled. The original May 29, 2007 assessment levy in the amount \$322,251.00 against the Property for the Project improvements had been deferred pursuant to City of Inver Grove Heights Resolution No. 07-247 which granted a deferment of the \$322,251.00 assessment pursuant to Minnesota Statute § 435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for whom it would be a hardship to make assessment payments.
- City Reassessment of \$131,000.00 for Project Cahill Avenue Street Improvements: The City agrees that the City shall reassess \$131,000 against the Property for the benefit received from the construction of the Project Cahill Avenue Street Improvements. The City agrees to pass a resolution reassessing the principal amount of \$131,000.00 against the Property for the Project Cahill Avenue Street Improvements and the resolution shall provide that the \$131,000.00 assessment shall be collected by Dakota County Auditor/Property Tax Assessor with property taxes over a fifteen (15) year period and shall accrue interest at the rate of six and a quarter percent (6.25%). The \$131,000.00 reassessment shall begin to accrue interest on January 1, 2012, and the first year installments shall be collected with the payable 2012 property taxes and the installments collected by Dakota County Auditor/Property Tax Assessor shall continue through the County’s collection of the payable 2026 property taxes.
- City Hardship Deferment of Reassessment of \$131,000.00 for Project Cahill Avenue Street Improvements: The City agrees to pass “A Resolution and Certificate Pursuant to Minnesota Statute § 435.193 Memorializing Deferment of Reassessment by the City of Inver Grove Heights for Property owned by Jean L. Ades” granting a deferment of the above-referenced \$131,000.00 reassessment for Project Cahill Avenue Street Improvements pursuant to Minnesota Statute § 435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for whom it would be a hardship to make assessment payments.
- Agreement Providing For Payment Structure of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 for the benefit of the Property received from the Project which extended and made available municipal sanitary sewer and water utilities).

This Agreement is intended to provide a payment structure for the benefit of the Property Owner to have additional time to realize the benefit of the availability of municipal sanitary sewer and water utilities, and to ensure that the City will be paid \$141,250.00 of Project costs with simple interest at the rate of six and a quarter percent (6.25%) accruing on said \$141,250.00 from January 1, 2012 and ending on December 31, 2031 pursuant to Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown below:

**Contractual Sanitary Sewer and Water Main Availability Charge Schedule**

<u>Year</u>	<u>Principal</u>	<u>Accrued Simple Interest at 6.25 %</u>	<u>Sanitary Sewer and Water Main Availability Charge</u>
2012	\$141,250.00	\$8,828.12	\$150,078.12
2013	\$141,250.00	\$17,656.24	\$158,906.24
2014	\$141,250.00	\$26,484.36	\$167,734.36
2015	\$141,250.00	\$35,312.48	\$176,562.48
2016	\$141,250.00	\$44,140.60	\$185,390.60
2017	\$141,250.00	\$52,968.72	\$194,218.72
2018	\$141,250.00	\$61,796.84	\$203,046.84
2019	\$141,250.00	\$70,634.96	\$211,874.96
2020	\$141,250.00	\$79,435.08	\$220,703.08
2021	\$141,250.00	\$88,281.20	\$229,531.20
2022	\$141,250.00	\$97,109.32	\$238,359.32
2023	\$141,250.00	\$105,937.44	\$247,187.44
2024	\$141,250.00	\$114,756.56	\$256,015.56
2025	\$141,250.00	\$123,593.68	\$264,843.68
2026	\$141,250.00	\$132,421.80	\$273,671.80
2027	\$141,250.00	\$141,249.92	\$282,499.92
2028	\$141,250.00	\$150,078.04	\$291,328.04
2029	\$141,250.00	\$158,906.16	\$300,156.16
2030	\$141,250.00	\$167,734.28	\$308,984.28
2031	\$141,250.00	\$176,562.40	\$317,812.40

Jean Ades agrees on behalf of herself, her successors, heirs, personal representatives, and on behalf of any future owners of the Property that the City shall be paid the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule above. Jean Ades agrees to pay the City the corresponding Sanitary Sewer and Water Main Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown above in cash within sixty (60) days of the following “triggering events”:

- A. Any Property building improvements, except for the existing single-family home and existing outbuildings/existing accessory structures, are connected to the City’s sanitary sewer main and/or connected to the City’s water main.

- B. The Property is platted or any part of the Property is platted.
- C. The Property is subdivided.
- D. The Property is sold by Jean Ades, her heirs, her personal representative, and/or her trustees to a Third Party. For purposes of this section, "Third Party" is intended to mean all parties except intra-familial transfers, inheritance transfers and/or trust transfers resulting from the death of Jean Ades, and excepting any Property financing/mortgage interest transfers by Jean Ades, her heirs, her personal representatives and/or her trustees.
- E. The payment of property taxes owed on the Property becomes delinquent for more than one (1) year.

In the event that the any of the above "triggering events" do not occur prior to December 31, 2031, Jean Ades agrees that the City shall certify the unpaid sanitary sewer and water main charge of \$317,812.40 to be collected by Dakota County Auditor/Property Tax Assessor with the property taxes collected in the year following the year of the City's certification of said unpaid sanitary sewer and water main charge of \$317,812.40.

**Section 2. Council Action.** The City staff and City Attorney recommend approval of this unified settlement of the Jean L. Ades District Court Assessment Appeal. The Council is asked to consider approval of the attached:

1. A Resolution Approving a Compromise Agreement, a Memorandum of Agreement, a Settlement Stipulation, Order and Judgment, and a Contractual Sanitary Sewer and Water Main Availability Charge Agreement between Jean L. Ades and the City of Inver Grove Heights relating to City Project 2005-22.
2. A Resolution Cancelling the May 29, 2007 Assessment Levy and Approving a Reassessment Against Tax Parcel No. 20-02200-010-54 with Respect to City Project 2005-22 Cahill Avenue South Street and Utility Improvements for Property Owned by Jean L. Ades.
3. A Resolution and Certificate Pursuant to Minnesota Statute § 435.193 Memorializing Deferment of Reassessment by the City of Inver Grove Heights for Property Owned by Jean L. Ades.

Attachments

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

**RESOLUTION NO. 11-\_\_\_\_\_**

**A RESOLUTION APPROVING A COMPROMISE AGREEMENT, A MEMORANDUM OF AGREEMENT, A SETTLEMENT STIPULATION, ORDER AND JUDGMENT, AND APPROVING A CONTRACTUAL SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGE AGREEMENT BETWEEN JEAN L. ADES AND THE CITY OF INVER GROVE HEIGHTS RELATING TO CITY PROJECT 2005-22**

**WHEREAS**, Jean L. Ades, a single person, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-02200-011-54.

**WHEREAS**, On May 29, 2007, the City held an assessment hearing and levied a \$322,251.00 special assessment against property owned by Jean L. Ades. The May 29, 2007 special assessment was spread over a period of fifteen years with interest accruing at a rate of 6.25%. This May 29, 2007 special assessment was deferred pursuant to City of Inver Grove Heights Resolution No. 07-247 which granted a deferment of the \$322,251.00 assessment pursuant to Minnesota Statute § 435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for whom it would be a hardship to make assessment payments.

**WHEREAS**, Ms. Ades appealed the May 29, 2007 special assessment by filing a special assessment appeal action as Dakota County District Court File No. 19-C4-07-9420. Ms. Ades did not dispute the benefit of the extension of sanitary sewer and water utilities to her property, but Ms. Ades claimed that her property was not benefitted by the Cahill Avenue South Street improvement in the amount of \$181,000.00.

**WHEREAS**, the Jean L. Ades and the City have prepare a proposed Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19-C4-07-9420.

**WHEREAS**, the salient terms of the Compromise Agreement between Jen L. Ades and the City are as follows:

- The City shall certify to Dakota County Auditor/Property Tax Assessor prior to July 1, 2012, that the entire \$322,251.00 principal assessment and all accrued interest thereon shall be cancelled.

- The City agrees to pass a resolution reassessing the principal amount of \$131,000.00 against the Property for the Project Cahill Avenue Street Improvements and said resolution shall provide that the \$131,000.00 assessment shall be collected by Dakota County Auditor/Property Tax Assessor with property taxes over a fifteen (15) year period and shall accrue interest at the rate of six and a quarter percent (6.25%). Said \$131,000.00 reassessment shall begin to accrue interest on January 1, 2012, and the first year installments shall be collected with the payable 2012 property taxes and the installments collected by Dakota County Auditor/Property Tax Assessor shall continue through the County's collection of the payable 2026 property taxes.
- The City agrees to pass "A Resolution and Certificate Pursuant to Minnesota Statute §435.193 Memorializing Deferment of Ressment by the City of Inver Grove Heights for Property owned by Jean L. Ades" granting a deferment of the above-referenced \$131,000.00 reassessment for Project Cahill Avenue Street Improvements pursuant to Minnesota Statute § 435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for whom it would be a hardship to make assessment payments.
- Jean L. Ades and the City agree to enter into a Contractual Sanitary Sewer and Water Main Availability Charge Agreement intended to provide alternative financing for the benefit of the Property Owner to have additional time to realize the benefit of the availability of municipal sanitary sewer and water utilities, and to ensure that the City will be paid the 46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 for the benefit of the Property received from the Project 2005-22 which extended and made available municipal sanitary sewer and water utilities). The proposed Contractual Sanitary Sewer and Water Main Availability Charge Agreement provides that the \$141,250.00 of Project 2005-22 costs with simple interest at the rate of six and a quarter percent (6.25%) accruing on said \$141,250.00 from January 1, 2012 and ending on December 31, 2031 would be collected in the future upon the latter of various triggering events or December 31, 2031.

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

1. The Council hereby approves the attached Compromise Agreement Pursuant to Minnesota Rules of Evidence, Rule 408, for Dismissal of Assessment Appeal.
2. The Council also approves the attached Memorandum of Agreement between the City of Inver Grove Heights and Jean L. Ades.
3. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19-C4-07-9420.

4. The Council also approves the attached City of Inver Grove Heights and Jean L. Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement.
5. The Mayor and Deputy City Clerk are authorized to execute the following attached documents:
  - Compromise Agreement;
  - Memorandum of Agreement;
  - Settlement Stipulation, Order and Judgment; and
  - Contractual Sanitary Sewer and Water Main Availability Charge Agreement.
6. The City Attorney is authorized to record the attached Memorandum of Agreement with the Dakota County Recorder.
7. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment.
8. The Deputy City Clerk and the City Attorney are authorized to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19-C4-07-9420.

Passed this 11<sup>th</sup> day of April, 2011.

---

George Tourville, Mayor

ATTEST:

---

Melissa Rheaume, Deputy City Clerk

**COMPROMISE AGREEMENT  
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,  
FOR THE DISMISSAL OF ASSESSMENT APPEAL**

**THIS COMPROMISE AGREEMENT** ("Agreement") is entered into and effective as of the 11<sup>th</sup> day of April, 2011 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and Jean L. Ades, a single person ("Property Owner").

**WITNESSETH:**

**WHEREAS**, the Property Owner owns approximately 15.06 acres of real property which is improved with a single-family home in the City of Inver Grove Heights hereinafter defined and legally described as the "Property"; and

**WHEREAS**, the City constructed various street and utility improvements as part of the City's Cahill Avenue South Street and Utility Improvements, City Project No. 2005-22 (the "Project");

**WHEREAS**, on May 29, 2007, the City held an assessment hearing and levied a \$322,251.00 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

**WHEREAS**, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19-C4-07-9420; and

**WHEREAS**, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19-C4-07-9420.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

**ARTICLE I**  
**THE AGREEMENT**

**Section 1.01 Purpose.** The purpose of this Agreement is to memorialize the covenants and agreements between the City and the Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner’s filing a special assessment appeal action as District Court File No. 19-C4-07-9420.

**Section 1.02 Cooperation.** The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

**Section 1.03 Term.** The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19-C4-07-9420.

**Section 1.04 Recitals.** The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

**ARTICLE II**  
**DEFINITIONS**

**Section 2.01 Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement: This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner’s filing a special assessment appeal action as District Court File No. 19-C4-07-9420.
- (b) Agreement Date: The date written in the first paragraph of the Agreement.
- (c) A Resolution and Certificate Pursuant to Minnesota Statute § 435.193 Memorializing Deferment of Reassessment by the City of Inver Grove Heights for Property owned by Jean L. Ades: A resolution granting a deferment of the \$131,000.00 reassessment for Project Cahill Avenue Street Improvements pursuant to Minnesota Statute § 435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for

whom it would be a hardship to make assessment payments and as shown in Exhibit No. 3, which is attached hereto and made a part hereof.

- (d) City: The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) City Attorney: Timothy J. Kuntz of LeVander, Gillen & Miller, P.A., 633 South Concord Street, Suite 400, South St. Paul, MN 55075.
- (f) City of Inver Grove Heights and Jean L Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement: An agreement providing for the Property Owner's payment of contractual sanitary sewer and water main availability charges in consideration of this Agreement as shown in Exhibit No. 4, which is attached hereto and made a part hereof.
- (g) Project: The City's Cahill Avenue South Street and Utility Improvements, City Project No. 2005-22.
- (h) Project Cahill Avenue Street Improvements: The construction of approximately one-thousand feet (1,000') of Cahill Avenue South Street Improvements along the Property's southerly boundary as part of the Project improvements.
- (i) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-02200-010-54 and legally described in Exhibit No. 1, which is attached hereto and made a part hereof.
- (j) Property Owner: Jean L. Ades, a single person.
- (k) Settlement Stipulation: The Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19-C4-07-9420 and shown in Exhibit No. 2, which is attached hereto and made a part hereof.

### **ARTICLE III** **COVENANTS AND AGREEMENTS**

**Section 3.01 Covenants and Agreements of the City.** The City covenants and agrees with the Property Owner that:

- (a) City Execution of This Agreement: In consideration of this Agreement, the City agrees to execute this Agreement and implement its terms as they relate to the Property legally described in Exhibit No. 1.
- (b) City Cancellation of Original \$322,251.00 Assessment Levy: In consideration of this Agreement, the City agrees to cancel the original May 29, 2007 assessment levy

in the amount \$322,251.00 against the Property for the Project improvements. The City shall certify to Dakota County Auditor/Property Tax Assessor prior to July 1, 2012, that the entire \$322,251.00 principal assessment and all accrued interest thereon shall be cancelled. Said original May 29, 2007 assessment levy in the amount \$322,251.00 against the Property for the Project improvements had been deferred pursuant to City of Inver Grove Heights Resolution No. 07-247 which granted a deferment of the \$322,251.00 assessment pursuant to Minnesota Statute §435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for whom it would be a hardship to make assessment payments.

- (c) Settlement Stipulation: The City hereby agrees that the City shall execute a copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit No. 2. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the Dakota County District Court.
  
- (d) City Reassessment of \$131,000.00 for Project Cahill Avenue Street Improvements: In consideration of this Agreement, the City hereby agrees that the City shall reassess \$131,000.00 against the Property for the benefit received from the construction of the Project Cahill Avenue Street Improvements. The City agrees to pass a resolution reassessing the principal amount of \$131,000.00 against the Property for the Project Cahill Avenue Street Improvements and said resolution shall provide that the \$131,000.00 assessment shall be collected by Dakota County Auditor/Property Tax Assessor with property taxes over a fifteen (15) year period and shall accrue interest at the rate of six and a quarter percent (6.25%). Said \$131,000.00 reassessment shall begin to accrue interest on January 1, 2012, and the first year installments shall be collected with the payable 2012 property taxes and the installments collected by Dakota County Auditor/Property Tax Assessor shall continue through the County’s collection of the payable 2026 property taxes.
  
- (e) City Hardship Deferment of Reassessment of \$131,000.00 for Project Cahill Avenue Street Improvements: In consideration of this Agreement, the City agrees to pass “A Resolution and Certificate Pursuant to Minnesota Statute § 435.193 Memorializing Deferment of Reassessment by the City of Inver Grove Heights for Property owned by Jean L. Ades” as shown in Exhibit No. 3 granting a deferment of the above-referenced \$131,000.00 reassessment for Project Cahill Avenue Street Improvements pursuant to Minnesota Statute § 435.193 and City Council Resolution No. 1864 for any homestead property owned by a person sixty –five (65) years of age or older for whom it would be a hardship to make assessment payments.

- (f) City Execution of Contractual Sanitary Sewer and Water Main Availability Charge Agreement: In consideration of this Agreement, the City agrees to execute the “City of Inver Grove Heights and Jean L Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement” shown in Exhibit No. 4. The City agrees to execute said City of Inver Grove Heights and Jean L Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement contemporaneously with this Agreement, and the City shall implement its terms as they relate to the Property legally described in Exhibit No. 1.

**Section 3.02 Covenants and Agreements of the Property Owner.** Property Owner covenants and agrees with the City that:

- (a) Title and Agreement Execution and Processing: Property Owner warrants that Property Owner has good right, title and interest in the Property legally described in Exhibit No. 1 to enter into this Agreement and Property Owner agrees to execute this Agreement and deliver said executed copy to the City Attorney for the City’s processing thereof pursuant to Section 3.01 above.
- (b) Property Owner Execution of Settlement Stipulation, Order and Judgment Pleading: In consideration of this Agreement, the Property Owner hereby agrees that the Property Owner shall execute the Settlement Stipulation, Order and Judgment attached hereto as Exhibit No. 2 contemporaneously with this Agreement and deliver said executed copy to the City Attorney for the City’s processing thereof pursuant to Section 3.01 above.
- (c) Property Owner Reassessment Waiver to Allow City to Reassess the Property in the amount of \$131,000.00 for the Project Cahill Avenue Street Improvements: In consideration of this Agreement, Property Owner hereby authorizes the City to reassess and certify to the Dakota County Auditor/Property Tax Assessor a \$131,000.00 reassessment against the Property for the benefit received from the construction of the Project Cahill Avenue Street Improvements. The Owner acknowledges and agrees that the original May 29, 2007 assessment levy in the amount \$322,251.00 against the Property for the Project improvements included a \$181,000.00 assessment for the benefit received from the construction of the Project Cahill Avenue Street Improvements and said original May 29, 2007 assessment levy is being cancelled pursuant to this Agreement. The Property Owner acknowledges and agrees that the \$131,000.00 reassessment for the benefit received from the construction of the Project Cahill Avenue Street Improvements represents a \$50,000.00 principal reduction of the assessment for the benefit received from the construction of the Project Cahill Avenue Street Improvements. The Property Owner agrees further that said \$131,000.00 reassessment shall be collected by Dakota County Auditor/Property Tax Assessor with property taxes over a fifteen (15) year period and shall accrue interest at the rate of six and a quarter percent

(6.25%). Said \$131,000.00 reassessment shall begin to accrue interest on January 1, 2012, and the first year installments shall be collected with the payable 2012 property taxes and the installments collected by Dakota County Auditor/Property Tax Assessor shall continue through the payable 2026 property taxes.

The Property Owner hereby waives all rights to assessment/reassessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, §429.071 and § 429.081 for the reassessment against the Property up to said \$131,000.00 reassessment amount. The Property Owner hereby waives any and all procedural and substantive objections to the reassessment up to \$131,000.00 against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the \$131,000.00 reassessment against the Property exceeds the benefit to the Property for the Project Cahill Avenue Street Improvements. The Property Owner acknowledges and agrees that the benefit of the Project Cahill Avenue Street Improvements to the Property does in fact equal or exceed the \$131,000.00 reassessment amount. The City and the Property Owner acknowledge and agree that the Property Owner's waiver of assessment/reassessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the \$131,000.00 reassessment amount by operation of Minn. Stat. § 462.3531. The City and the Owner acknowledge and agree that the Owner may appeal any reassessment for the Project Cahill Avenue Street Improvements above the \$131,000.00 reassessment amount.

- (d) Property Owner Execution of City of Inver Grove Heights and Jean L Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement: In consideration of this Agreement, the Property Owner agrees to execute the City of Inver Grove Heights and Jean L Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement shown in Exhibit No. 4 and deliver said executed copy to the City Attorney for the City's processing thereof pursuant to Section 3.01 above.

**ARTICLE 4**  
**GENERAL PROVISIONS**

**Section 4.01 Non-Assignability.** Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

**Section 4.02 Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

**Section 4.03 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 4.04 Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

**Section 4.05 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.06 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Section 4.07 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 4.08 Captions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**Section 4.09 Recording.** The parties hereto agree that this Agreement shall not be with the County Recorder and/or Registrar of Titles.

THE BALANCE OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.





Exhibit No. 1  
(Legal Description of the "Property")

All that part of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 27, Range 22, lying East of the Easterly right of way of Highway 56, Dakota County, Minnesota;

Except the North 659.16 feet thereof; AND

Except that part thereof lying southerly of a line 36 feet southerly of and parallel with the following described Line A from Point H to its termination.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

STATE OF MINNESOTA  
COUNTY OF DAKOTA

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
COURT FILE NO. 19-C4-07-9420

---

Jean L Ades,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

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**SETTLEMENT STIPULATION  
ORDER AND JUDGMENT**

Case Type: Special Assessment  
Appeal

**WHEREAS**, Appellant and Respondent have resolved this special assessment dispute pursuant to a separate agreement.

**WHEREAS**, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:**

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR  
APPELLANT

**GRANNIS & HAUGE, P.A.**

**APPELLANT**

By: \_\_\_\_\_  
Vance B. Grannis, Jr. Lic. No. 36821  
Grannis & Hauge, P.A.  
1260 Yankee Doodle Road  
Suite 200  
Eagan, MN 55121  
Telephone: (651) 456-9000

By: \_\_\_\_\_  
Jean L. Ades

ATTORNEYS FOR  
RESPONDENT

**LeVANDER, GILLEN & MILLER, P.A.**  
CITY OF INVER GROVE HEIGHTS

**RESPONDENT**

By: \_\_\_\_\_  
Timothy J. Kuntz, Lic. No. 58993  
Jay P. Karlovich, Lic. No. 247650  
LeVander Gillen & Miller, P.A.  
633 South Concord Street  
Suite 400  
South St. Paul, MN 55075  
Telephone: (651) 451-1831

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

Attest:

\_\_\_\_\_  
Deputy Clerk Melissa Rheaume

**ORDER**

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: \_\_\_\_\_, 2011.

BY THE COURT:

\_\_\_\_\_  
Judge of District Court

**JUDGMENT**

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: \_\_\_\_\_, 2011.

COURT ADMINISTRATOR:

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

Its: \_\_\_\_\_

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

**RESOLUTION NO. 11-\_\_\_\_\_**

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA  
STATUTE § 435.193 MEMORIALIZING DEFERMENT OF  
REASSESSMENT BY THE CITY OF INVER GROVE HEIGHTS  
FOR PROPERTY OWNED BY JEAN L. ADES**

**WHEREAS**, Jean L. Ades, a single person, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-02200-011-54 and legally described on the attached Exhibit A (the Subject Property).

**WHEREAS**, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429, levied a certain reassessment upon the Subject Property.

**WHEREAS**, the levied reassessment was as follows:

\$131,000.00 for Cahill Avenue Street Improvements (including the construction of approximately one-thousand feet (1,000') Cahill Avenue Street Improvements along the Subject Property's southerly boundary as part of the City's Cahill Avenue South Street and Utility Improvements, City Project No. 2005-22) payable over fifteen (15) years together with interest on the unpaid principal amount of the reassessment from January 1, 2012, at an interest rate of six and a quarter percent (6.25%).

**WHEREAS**, Minnesota Statute § 435.193 and City Council Resolution No. 1864 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older for whom it would be a hardship to make the payments.

**WHEREAS**, pursuant to the above cited statute, the City has passed Resolution Number 1864 which specifies the requisites that must be shown to constitute a hardship.

**WHEREAS**, applicant, Jean L. Ades, has requested a deferment of the reassessments levied against the Subject Property.

**WHEREAS**, upon investigation and review, it appears that the applicant does, in fact, qualify for deferment of the reassessments under applicable law.

**WHEREAS**, Minnesota Statute § 435.195 states the conditions upon which the deferment will cease Minnesota Statute § 435.195 states:

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

**NOW, THEREFORE**, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

Payment of the annual installments of principal and interest with respect to the above identified reassessment against the Subject Property are hereby deferred for tax collection year 2011 and thereafter upon the following terms and conditions:

1. The principal amount of the reassessment noted above shall accrue interest at the rate of six and a quarter percent (6.25%) per year.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Jean L. Ades dies, then the deferment of the reassessment shall cease.
4. If Jean L. Ades no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution Number 1864, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.

6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of six and a quarter percent (6.25%) per year during the period of deferment shall be added to the principal amount of the reassessment and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2026, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2026, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

This Resolution shall be filed with the Dakota County Auditor/Treasurer and recorded with the Dakota County Recorder.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

George Tourville, Mayor

Attest:

---

Melissa Rheaume, Deputy City Clerk

**THIS RESOLUTION 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

## EXHIBIT A

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that part of the North ½ of the Southwest ¼ of Section 22, Township 27, Range 22, lying East of the Easterly right of way of Highway 56, Dakota County, Minnesota;

Except the North 659.16 feet thereof; AND

Except that part thereof lying southerly of a line 36 feet southerly of and parallel with the following described Line A from Point H to its termination.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

**CITY OF INVER GROVE HEIGHTS AND JEAN L. ADES CONTRACTUAL  
SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGE AGREEMENT**

**THIS CONTRACTUAL SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGE AGREEMENT** (hereafter referred to as the “Agreement”) is made, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”); and Jean L. Ades, a single person (hereinafter referred to as the “Property Owner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1  
DEFINITIONS**

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

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

**Section 1.3 Contractual Sanitary Sewer and Water Main Availability Charge Schedule.** “Contractual Sanitary Sewer and Water Main Availability Charge Schedule” means the schedule of the payable contractual sanitary sewer and water main charges that the Property Owner agrees to pay the City as shown in Recital No. 4 of this Agreement.

**Section 1.4 Memorandum of Agreement.** “Memorandum of Agreement” means the memorandum of agreement document shown in Exhibit B which is attached hereto and made a part hereof.

**Section 1.5 Property Owner.** “Property Owner” means Jean L. Ades, a single person.

**Section 1.6 Property.** “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as Dakota County Property Tax Parcel with Property Tax Identification Number (“PID No.”): PID No. 20-02200-010-54; and, said Dakota County Property Tax Parcel is legally described in Exhibit A which is attached hereto and made a part hereof.

**Section 1.7 Project.** “Project” means the City’s Cahill Avenue South Street and Utility Improvements, City Project No. 2005-22.

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

**Recital No. 1.** Pursuant to Minnesota Statutes, Chapter 429, the City approved (partial) financing of the Project with the special assessment of sanitary sewer area charges, sanitary sewer lateral charges, and water main area charges.

**Recital No. 2.** The Property Owner appealed the City’s special assessments pursuant to Minn. Stat. § 429.081.

**Recital No. 3.** This Agreement is a part of unified settlement including a Settlement Stipulation relating to Property Owner’s interest in the special assessment appeal matter pending in Dakota County District Court File No. 19-C4-07-9420.

**Recital No. 4.** On May 29, 2007, the City certified an assessment against the Property at the rate of six and a quarter percent (6.25%) in the principal amount of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 for the benefit of the Property received from the Project which extended and made available municipal sanitary sewer and water utilities). As part of the unified settlement of Dakota County District Court File No. 19-C4-07-9420, the May 29, 2007 assessment levy against the Property together with accrued interest was cancelled. This Agreement is intended to provide alternative financing for the benefit of the Property Owner to have additional time to realize the benefit of the availability of municipal sanitary sewer and water utilities, and to ensure that the City will be paid said \$141,250.00 of Project costs with simple interest at the rate of six and a quarter percent (6.25%) accruing on said \$141,250.00 from January 1, 2012 and ending on December 31, 2031 pursuant to Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown below:

**Contractual Sanitary Sewer and Water Main Availability Charge Schedule**

<u>Year</u>	<u>Principal</u>	<u>Accrued Simple Interest at 6.25 %</u>	<u>Sanitary Sewer and Water Main Availability Charge</u>
2012	\$141,250.00	\$8,828.12	\$150,078.12
2013	\$141,250.00	\$17,656.24	\$158,906.24
2014	\$141,250.00	\$26,484.36	\$167,734.36
2015	\$141,250.00	\$35,312.48	\$176,562.48
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2017	\$141,250.00	\$52,968.72	\$194,218.72
2018	\$141,250.00	\$61,796.84	\$203,046.84
2019	\$141,250.00	\$70,634.96	\$211,874.96
2020	\$141,250.00	\$79,435.08	\$220,703.08
2021	\$141,250.00	\$88,281.20	\$229,531.20
2022	\$141,250.00	\$97,109.32	\$238,359.32
2023	\$141,250.00	\$105,937.44	\$247,187.44
2024	\$141,250.00	\$114,756.56	\$256,015.56
2025	\$141,250.00	\$123,593.68	\$264,843.68
2026	\$141,250.00	\$132,421.80	\$273,671.80
2027	\$141,250.00	\$141,249.92	\$282,499.92
2028	\$141,250.00	\$150,078.04	\$291,328.04
2029	\$141,250.00	\$158,906.16	\$300,156.16
2030	\$141,250.00	\$167,734.28	\$308,984.28
2031	\$141,250.00	\$176,562.40	\$317,812.40

**ARTICLE 3**

**AGREEMENTS RELATING TO PROPERTY OWNER’S PAYMENT OF CONTRACTUAL SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGES**

**Section 3.1 Property Owner Agreement to Pay Contractual Sanitary Sewer and Water Main Availability Charges Pursuant to the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4.** The Property Owner hereby agrees on behalf of herself, her successors, heirs, personal representatives, and on behalf of any future owners of the Property that the City shall be paid the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement. The Property Owner agrees to pay the City the corresponding Sanitary Sewer and Water Main Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement in cash within sixty (60) days of the following “triggering events”:

- A. Any Property building improvements, except for the existing single-family home and existing outbuildings/existing accessory structures, are connected to the City’s sanitary sewer main and/or connected to the City’s water main.
- B. The Property is platted or any part of the Property is platted.
- C. The Property is subdivided.
- D. The Property is sold by the Property Owner, her heirs, her personal representative, and/or her trustees to a Third Party. For purposes of this section, “Third Party” is intended to mean all parties except intra-familial transfers, inheritance transfers and/or trust transfers resulting from the death of the Property Owner, and excepting any Property financing/mortgage interest transfers by the Property Owner, her heirs, her personal representatives and/or her trustees.
- E. The payment of property taxes owed on the Property become delinquent for more than one (1) year.

In the event that the any of the above “triggering events” do not occur prior to December 31, 2031, the Property Owner agrees that the City shall certify the unpaid sanitary sewer and water main charge of \$317,812.40 to be collected by Dakota County Auditor/Property Tax Assessor with the property taxes collected in the year following the year of the City’s certification of said unpaid sanitary sewer and water main charge of \$317,812.40. The Property Owner acknowledges and agrees that Minnesota Statutes, § 444.075, Sub. 3e. authorized the City to certify unpaid sanitary sewer and water main charges and specifically provides that “[t]he governing body may make the charges a charge against the owner, lessee, occupant, or all of them and may provide and covenant for certifying unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected.”

**Section 3.2 Property Owner Covenant Not to Sue the City.** Property Owner hereby covenants with the City not to sue the City for a court to set aside, reduce, repeal, or invalidate the agreed upon Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement once the City has cancelled (in reliance of Property Owner’s representations, warranties, covenants, and agreements set forth in this Agreement) the May 29, 2007 levy of assessments against the Property at the rate of 6.25% in the principal amount of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 for the benefit of the Property received from the Project which extended and made available municipal sanitary sewer and water utilities).

**ARTICLE 4**  
**AGREEMENTS RELATING TO FUTURE WATER MAIN LATERAL CHARGES**  
**AND CONNECTION FEES**

**Section 4.1 Obligation of Property Owner to Pay any Applicable Water Main Lateral Charges imposed by the City.** The Property Owner and the City agree that above-referenced agreement providing for the financing of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 of unpaid utility charges for the benefit of the Property) did not include any charge for the future lateral extension of water main utilities into the Property. The Property Owner acknowledges and agrees that this Agreement does not affect the City's ability to specially assess or otherwise collect lateral water main charges upon the lateral extension of water main utilities into the Property.

**Section 4.2 Obligation of Property Owner to Pay any Utility Connection Fees imposed by the City and/or Imposed by the Metropolitan Council by and through the City.** The Property Owner acknowledges and agrees that the contractual Sanitary Sewer and Water Main Availability Charge created by this Agreement and shown in Recital No. 4 shall be in addition to the City core connection fees, the City Water Access Charge (City WAC), the City Sewer Access Charge (City SAC) charge, and any WAC and/or SAC charges of the Metropolitan Council Environmental Services (MCES) as set and collected pursuant to the ordinances of the City in effect at the time of connection to the City's water and/or sanitary sewer system.

**ARTICLE 5**  
**DEFAULT**

**Section 5.1 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a sixty (60) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity.

**Section 5.2 Attorneys' Fees, Costs and Expenses.** The Property Owner acknowledges and agrees that the Property Owner would be unjustly enriched if the City's is not paid the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement. Property Owner agrees further that the City would not be paid the full benefit of this Agreement if the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property after the City cancelled the May 29, 2007 assessment levy against the Property together with accrued interest in reliance upon the Property Owner's representations,

warranties, covenants, and agreements provided in this Agreement. The Property Owner agrees that the court with jurisdiction over the Property shall award the City the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 for the corresponding year of said award together with the City's attorneys' fees, costs and expenses for breach of the Property Owner's covenant not to sue the City pursuant to Article III, Section 3.2 of this Agreement.

**ARTICLE 6**  
**CITY REMEDIES UPON PROPERTY OWNER DEFAULT**

**Section 6.1** **City Remedies.** If the Property Owner, after notice of default served by the City, does not cure the default within sixty (60) day cure period, then the City may avail itself of any remedy afforded by law and in equity, and any of the following remedies:

- A. the CITY may suspend or deny building permits for buildings within the Property;
- B. the CITY may, at its sole option, reassess and certify to the Dakota County Auditor/Property Tax Assessor a reassessment against the Property for the City the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 for the corresponding year of said reassessment and certification.

The Property Owner hereby waives all rights to assessment/reassessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the reassessment against the Property up to the maximum amount shown in Recital No. 4 of this Agreement of \$317,812.40. The Property Owner hereby waives any and all procedural and substantive objections to the reassessment up to \$317,812.40 against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the reassessment up to \$317,812.40 against the Property exceeds the benefit to the Property for the Project. The Property Owner acknowledges and agrees that the benefit of the Project to the Property does in fact equal or exceed the reassessment up to \$317,812.40. The City and the Property Owner acknowledge and agree that the Property Owner's waiver of assessment/reassessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the reassessment up to \$317,812.40 by operation of Minn. Stat. § 462.3531. The City and the Owner acknowledge and agree that the Owner may appeal any reassessment for the Project improvements above \$317,812.40.



**Section 7.4 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 7.5 Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Property Owner.

**Section 7.6 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 7.7 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Section 7.8 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 7.9 Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**Section 7.10 Recording.** The parties hereto agree to execute the Memorandum of Agreement attached hereto as Exhibit B, and the City shall record said Memorandum of Agreement at its expense with the County Recorder and/or Registrar of Titles.

**Section 7.11 Notice To Buyers.** The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owner sells any interest in the Property following the execution of this Agreement by both the Property Owner and the City, but before the recording of the Memorandum of Agreement with County Recorder and/or Registrar of Titles.





## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

All that part of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 27, Range 22, lying East of the Easterly right of way of Highway 56, Dakota County, Minnesota;

Except the North 659.16 feet thereof; AND

Except that part thereof lying southerly of a line 36 feet southerly of and parallel with the following described Line A from Point H to its termination.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

**EXHIBIT B**

**MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”); and Jean L. Ades, a single person (hereinafter referred to as the “Property Owner”).

The “City of Inver Grove Heights and Jean L. Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement” (the “Agreement”) on file with the City of Inver Grove Heights was entered on \_\_\_\_\_, 2011 affects real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as Dakota County Property Tax Parcel with Property Tax Identification Number (“PID No.”): PID No. 20-02200-010-54; and, said Dakota County Property Tax Parcel is legally described as follows:

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Except the North 659.16 feet thereof; AND

Except that part thereof lying southerly of a line 36 feet southerly of and parallel with the following described Line A from Point H to its termination.

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**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the **City of Inver Grove Heights**, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

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

**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”); and Jean L. Ades, a single person (hereinafter referred to as the “Property Owner”).

The “City of Inver Grove Heights and Jean L. Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement” (the “Agreement”) on file with the City of Inver Grove Heights was entered on April 11, 2011 affects real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as Dakota County Property Tax Parcel with Property Tax Identification Number (“PID No.”): PID No. 20-02200-010-54; and, said Dakota County Property Tax Parcel is legally described as follows:

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**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA    )

On this 11<sup>th</sup> day of April, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the **City of Inver Grove Heights**, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

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

**After recording, please return to:**  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075

STATE OF MINNESOTA  
COUNTY OF DAKOTA

DISTRICT COURT  
FIRST JUDICIAL DISTRICT  
COURT FILE NO. 19-C4-07-9420

---

Jean L Ades,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

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**SETTLEMENT STIPULATION  
ORDER AND JUDGMENT**

Case Type: Special Assessment  
Appeal

**WHEREAS**, Appellant and Respondent have resolved this special assessment dispute pursuant to a separate agreement.

**WHEREAS**, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:**

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR  
APPELLANT

**GRANNIS & HAUGE, P.A.**

**APPELLANT**

By: \_\_\_\_\_  
Vance B. Grannis, Jr. Lic. No. 36821  
Grannis & Hauge, P.A.  
1260 Yankee Doodle Road  
Suite 200  
Eagan, MN 55121  
Telephone: (651) 456-9000

By: \_\_\_\_\_  
Jean L. Ades

ATTORNEYS FOR  
RESPONDENT

**LeVANDER, GILLEN & MILLER, P.A.**  
CITY OF INVER GROVE HEIGHTS

**RESPONDENT**

By: \_\_\_\_\_  
Timothy J. Kuntz, Lic. No. 58993  
Jay P. Karlovich, Lic. No. 247650  
LeVander Gillen & Miller, P.A.  
633 South Concord Street  
Suite 400  
South St. Paul, MN 55075  
Telephone: (651) 451-1831

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

Attest:

\_\_\_\_\_  
Deputy Clerk Melissa Rheaume

**ORDER**

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: \_\_\_\_\_, 2011.

BY THE COURT:

\_\_\_\_\_  
Judge of District Court

**JUDGMENT**

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: \_\_\_\_\_, 2011.

COURT ADMINISTRATOR:

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

**CITY OF INVER GROVE HEIGHTS AND JEAN L. ADES CONTRACTUAL  
SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGE AGREEMENT**

**THIS CONTRACTUAL SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGE AGREEMENT** (hereafter referred to as the “Agreement”) is made, entered into and effective this 11<sup>th</sup> day of April, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”); and Jean L. Ades, a single person (hereinafter referred to as the “Property Owner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1  
DEFINITIONS**

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

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

**Section 1.3 Contractual Sanitary Sewer and Water Main Availability Charge Schedule.** “Contractual Sanitary Sewer and Water Main Availability Charge Schedule” means the schedule of the payable contractual sanitary sewer and water main charges that the Property Owner agrees to pay the City as shown in Recital No. 4 of this Agreement.

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

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**Recital No. 3.** This Agreement is a part of unified settlement including a Settlement Stipulation relating to Property Owner’s interest in the special assessment appeal matter pending in Dakota County District Court File No. 19-C4-07-9420.

**Recital No. 4.** On May 29, 2007, the City certified an assessment against the Property at the rate of six and a quarter percent (6.25%) in the principal amount of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 for the benefit of the Property received from the Project which extended and made available municipal sanitary sewer and water utilities). As part of the unified settlement of Dakota County District Court File No. 19-C4-07-9420, the May 29, 2007 assessment levy against the Property together with accrued interest was cancelled. This Agreement is intended to provide alternative financing for the benefit of the Property Owner to have additional time to realize the benefit of the availability of municipal sanitary sewer and water utilities, and to ensure that the City will be paid said \$141,250.00 of Project costs with simple interest at the rate of six and a quarter percent (6.25%) accruing on said \$141,250.00 from January 1, 2012 and ending on December 31, 2031 pursuant to Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown below:

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2017	\$141,250.00	\$52,968.72	\$194,218.72
2018	\$141,250.00	\$61,796.84	\$203,046.84
2019	\$141,250.00	\$70,634.96	\$211,874.96
2020	\$141,250.00	\$79,435.08	\$220,703.08
2021	\$141,250.00	\$88,281.20	\$229,531.20
2022	\$141,250.00	\$97,109.32	\$238,359.32
2023	\$141,250.00	\$105,937.44	\$247,187.44
2024	\$141,250.00	\$114,756.56	\$256,015.56
2025	\$141,250.00	\$123,593.68	\$264,843.68
2026	\$141,250.00	\$132,421.80	\$273,671.80
2027	\$141,250.00	\$141,249.92	\$282,499.92
2028	\$141,250.00	\$150,078.04	\$291,328.04
2029	\$141,250.00	\$158,906.16	\$300,156.16
2030	\$141,250.00	\$167,734.28	\$308,984.28
2031	\$141,250.00	\$176,562.40	\$317,812.40

**ARTICLE 3**

**AGREEMENTS RELATING TO PROPERTY OWNER'S PAYMENT OF CONTRACTUAL SANITARY SEWER AND WATER MAIN AVAILABILITY CHARGES**

**Section 3.1 Property Owner Agreement to Pay Contractual Sanitary Sewer and Water Main Availability Charges Pursuant to the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4.** The Property Owner hereby agrees on behalf of herself, her successors, heirs, personal representatives, and on behalf of any future owners of the Property that the City shall be paid the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement. The Property Owner agrees to pay the City the corresponding Sanitary Sewer and Water Main Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement in cash within sixty (60) days of the following "triggering events":

- A. Any Property building improvements, except for the existing single-family home and existing outbuildings/existing accessory structures, are connected to the City's sanitary sewer main and/or connected to the City's water main.
- B. The Property is platted or any part of the Property is platted.
- C. The Property is subdivided.
- D. The Property is sold by the Property Owner, her heirs, her personal representative, and/or her trustees to a Third Party. For purposes of this section, "Third Party" is intended to mean all parties except intra-familial transfers, inheritance transfers and/or trust transfers resulting from the death of the Property Owner, and excepting any Property financing/mortgage interest transfers by the Property Owner, her heirs, her personal representatives and/or her trustees.
- E. The payment of property taxes owed on the Property become delinquent for more than one (1) year.

In the event that the any of the above "triggering events" do not occur prior to December 31, 2031, the Property Owner agrees that the City shall certify the unpaid sanitary sewer and water main charge of \$317,812.40 to be collected by Dakota County Auditor/Property Tax Assessor with the property taxes collected in the year following the year of the City's certification of said unpaid sanitary sewer and water main charge of \$317,812.40. The Property Owner acknowledges and agrees that Minnesota Statutes, § 444.075, Sub. 3e. authorized the City to certify unpaid sanitary sewer and water main charges and specifically provides that "[t]he governing body may make the charges a charge against the owner, lessee, occupant, or all of them and may provide and covenant for certifying unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected."

**Section 3.2 Property Owner Covenant Not to Sue the City.** Property Owner hereby covenants with the City not to sue the City for a court to set aside, reduce, repeal, or invalidate the agreed upon Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement once the City has cancelled (in reliance of Property Owner's representations, warranties, covenants, and agreements set forth in this Agreement) the May 29, 2007 levy of assessments against the Property at the rate of 6.25% in the principal amount of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 for the benefit of the Property received from the Project which extended and made available municipal sanitary sewer and water utilities).

**ARTICLE 4**  
**AGREEMENTS RELATING TO FUTURE WATER MAIN LATERAL CHARGES**  
**AND CONNECTION FEES**

**Section 4.1 Obligation of Property Owner to Pay any Applicable Water Main Lateral Charges imposed by the City.** The Property Owner and the City agree that above-referenced agreement providing for the financing of \$46,761.00 for sanitary sewer area charges, \$47,728.00 for sanitary sewer lateral charges, and \$46,761.00 for water main area charges (for a total of \$141,250.00 of unpaid utility charges for the benefit of the Property) did not include any charge for the future lateral extension of water main utilities into the Property. The Property Owner acknowledges and agrees that this Agreement does not affect the City's ability to specially assess or otherwise collect lateral water main charges upon the lateral extension of water main utilities into the Property.

**Section 4.2 Obligation of Property Owner to Pay any Utility Connection Fees imposed by the City and/or Imposed by the Metropolitan Council by and through the City.** The Property Owner acknowledges and agrees that the contractual Sanitary Sewer and Water Main Availability Charge created by this Agreement and shown in Recital No. 4 shall be in addition to the City core connection fees, the City Water Access Charge (City WAC), the City Sewer Access Charge (City SAC) charge, and any WAC and/or SAC charges of the Metropolitan Council Environmental Services (MCES) as set and collected pursuant to the ordinances of the City in effect at the time of connection to the City's water and/or sanitary sewer system.

**ARTICLE 5**  
**DEFAULT**

**Section 5.1 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a sixty (60) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity.

**Section 5.2 Attorneys' Fees, Costs and Expenses.** The Property Owner acknowledges and agrees that the Property Owner would be unjustly enriched if the City's is not paid the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement. Property Owner agrees further that the City would not be paid the full benefit of this Agreement if the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 of this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property after the City cancelled the May 29, 2007 assessment levy against the Property together with accrued interest in reliance upon the Property Owner's representations,

warranties, covenants, and agreements provided in this Agreement. The Property Owner agrees that the court with jurisdiction over the Property shall award the City the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 for the corresponding year of said award together with the City's attorneys' fees, costs and expenses for breach of the Property Owner's covenant not to sue the City pursuant to Article III, Section 3.2 of this Agreement.

**ARTICLE 6**  
**CITY REMEDIES UPON PROPERTY OWNER DEFAULT**

**Section 6.1 City Remedies.** If the Property Owner, after notice of default served by the City, does not cure the default within sixty (60) day cure period, then the City may avail itself of any remedy afforded by law and in equity, and any of the following remedies:

- A. the CITY may suspend or deny building permits for buildings within the Property;
- B. the CITY may, at its sole option, reassess and certify to the Dakota County Auditor/Property Tax Assessor a reassessment against the Property for the City the Sanitary Sewer and Water Main Availability Charge shown in the far right column of the Contractual Sanitary Sewer and Water Main Availability Charge Schedule shown in Recital No. 4 for the corresponding year of said reassessment and certification.

The Property Owner hereby waives all rights to assessment/reassessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the reassessment against the Property up to the maximum amount shown in Recital No. 4 of this Agreement of \$317,812.40. The Property Owner hereby waives any and all procedural and substantive objections to the reassessment up to \$317,812.40 against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the reassessment up to \$317,812.40 against the Property exceeds the benefit to the Property for the Project. The Property Owner acknowledges and agrees that the benefit of the Project to the Property does in fact equal or exceed the reassessment up to \$317,812.40. The City and the Property Owner acknowledge and agree that the Property Owner's waiver of assessment/reassessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the reassessment up to \$317,812.40 by operation of Minn. Stat. § 462.3531. The City and the Owner acknowledge and agree that the Owner may appeal any reassessment for the Project improvements above \$317,812.40.



**Section 7.4 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 7.5 Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Property Owner.

**Section 7.6 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 7.7 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Section 7.8 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 7.9 Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**Section 7.10 Recording.** The parties hereto agree to execute the Memorandum of Agreement attached hereto as Exhibit B, and the City shall record said Memorandum of Agreement at its expense with the County Recorder and/or Registrar of Titles.

**Section 7.11 Notice To Buyers.** The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owner sells any interest in the Property following the execution of this Agreement by both the Property Owner and the City, but before the recording of the Memorandum of Agreement with County Recorder and/or Registrar of Titles.





**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

All that part of the North ½ of the Southwest ¼ of Section 22, Township 27, Range 22, lying East of the Easterly right of way of Highway 56, Dakota County, Minnesota;

Except the North 659.16 feet thereof; AND

Except that part thereof lying southerly of a line 36 feet southerly of and parallel with the following described Line A from Point H to its termination.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

**EXHIBIT B**

**MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the "City"); and Jean L. Ades, a single person (hereinafter referred to as the "Property Owner").

The "City of Inver Grove Heights and Jean L. Ades Contractual Sanitary Sewer and Water Main Availability Charge Agreement" (the "Agreement") on file with the City of Inver Grove Heights was entered on \_\_\_\_\_, 2011 affects real property located in the City of Inver Grove Heights, Dakota County, Minnesota, identified as Dakota County Property Tax Parcel with Property Tax Identification Number ("PID No."): PID No. 20-02200-010-54; and, said Dakota County Property Tax Parcel is legally described as follows:

All that part of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 27, Range 22, lying East of the Easterly right of way of Highway 56, Dakota County, Minnesota;

Except the North 659.16 feet thereof; AND

Except that part thereof lying southerly of a line 36 feet southerly of and parallel with the following described Line A from Point H to its termination.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing



**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the **City of Inver Grove Heights**, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**This instrument was drafted by:**

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

**After recording, please return to:**

Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075

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

**RESOLUTION NO. 11- \_\_\_\_\_**

**A RESOLUTION CANCELLING THE MAY 29, 2007 ASSESSMENT LEVY  
AND APPROVING A REASSESSMENT AGAINST  
TAX PARCEL NO. 20-02200-010-54 WITH RESPECT TO CITY PROJECT 2005-22  
CAHILL AVENUE SOUTH STREET AND UTILITY IMPROVEMENTS  
FOR PROPERTY OWNED BY JEAN L. ADES**

**WHEREAS**, Jean L. Ades, a single person, owns approximately 15.06 acres of real property which is improved with a single-family home in the City of Inver Grove Heights identified as Dakota County Tax Parcel No. 20-02200-010-54.

**WHEREAS**, upon due notice and hearing, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429, levied certain special assessments upon the Dakota County Tax Parcel No. 20-02200-010-54.

**WHEREAS**, on May 29, 2007, the City levied the following "Original 2007 Special Assessments":

\$322,251.00 for City Project 2005-22 (Cahill South Street and Utility Improvements) payable over fifteen (15) years. The principal payable shall be \$350.00 per year for the years 2008 through 2012. The remaining principal shall be paid in equal installments in the years 2013 through 2022, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (May 29, 2007) at an interest rate of 6.25%.

**WHEREAS**, by City Council Resolution 07-247, the City deferred the payment of the Original 2007 Special Assessments against Tax Parcel No. 20-02200-010-54 under the terms and conditions set forth in City Council Resolution 07-247.

**WHEREAS**, Jean L. Ades appealed the Original 2007 Special Assessment by filing a special assessment appeal action as Dakota County District Court File No. 19-C4-07-9420.

**WHEREAS**, as part of a unified settlement of District Court File No. 19-C4-07-9420, the City and Jean L. Ades agreed that the Original 2007 Special Assessment in the amount of \$322,251.00 together with all accrued interest thereon would be cancelled, and the parties agreed that the City would reassess the principal amount of \$131,000.00 against the Tax Parcel No. 20-02200-010-54 for the Project 2005-22 Cahill Avenue Street Improvements and said \$131,000.00 reassessment shall be collected by Dakota County Auditor/Property Tax Assessor with property taxes over a fifteen (15) year

period and shall accrue interest at the rate of six and a quarter percent (6.25%). Said \$131,000.00 reassessment shall begin to accrue interest on January 1, 2012, and the first year installments shall be collected with the payable 2012 property taxes and the installments collected by Dakota County Auditor/Property Tax Assessor shall continue through the County's collection of the payable 2026 property taxes.

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

1. That the Original 2007 Special Assessments in the amount of \$322,251.00 levied against Dakota County Tax Parcel No. 20-02200-010-54 together with all accrued interest thereon are hereby cancelled. The Deputy City Clerk is here by directed to certify to Dakota County Auditor/Property Tax Assessor prior to July 1, 2011, that the said entire \$322,251.00 principal assessment and all accrued interest thereon is cancelled.
2. That pursuant to the Compromise Agreement between the City and Jean L. Ades providing for the settlement of Dakota County District Court File No. 19-C4-07-9420 whereby all rights to reassessment notices and public hearings were waived, Dakota County Tax Parcel No. 20-02200-010-54 is hereby reassessed the principal amount of \$131,000.00 for the Project 2005-22 Cahill Avenue Street Improvements and said \$131,000.00 reassessment shall be collected by Dakota County Auditor/Property Tax Assessor with property taxes over a fifteen (15) year period and shall accrue interest at the rate of six and a quarter percent (6.25%). Said \$131,000.00 reassessment shall begin to accrue interest on January 1, 2012, and the first year installments shall be collected with the payable 2012 property taxes and the installments collected by Dakota County Auditor/Property Tax Assessor shall continue through the County's collection of the payable 2026 property taxes.
3. That said \$131,000.00 reassessment against Dakota County Tax Parcel No. 20-02200-010-54 shall be subject to the deferment referenced in "A Resolution and Certificate Pursuant to Minnesota Statute § 435.193 Memorializing Deferment of Reassessment by The City of Inver Grove Heights for Property Owned by Jean L. Ades." Said deferment resolution was passed on an even date herewith.

Passed this 11<sup>th</sup> day of April, 2011.

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George Tourville, Mayor

Attest:

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Melissa Rheume, Deputy Clerk

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

**RESOLUTION NO. 11- \_\_\_\_\_**

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA  
STATUTE § 435.193 MEMORIALIZING DEFERMENT OF  
REASSESSMENT BY THE CITY OF INVER GROVE HEIGHTS  
FOR PROPERTY OWNED BY JEAN L. ADES**

**WHEREAS**, Jean L. Ades, a single person, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-02200-011-54 and legally described on the attached Exhibit A (the Subject Property).

**WHEREAS**, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429, levied a certain reassessment upon the Subject Property.

**WHEREAS**, the levied reassessment was as follows:

\$131,000.00 for Cahill Avenue Street Improvements (including the construction of approximately one-thousand feet (1,000') Cahill Avenue Street Improvements along the Subject Property's southerly boundary as part of the City's Cahill Avenue South Street and Utility Improvements, City Project No. 2005-22) payable over fifteen (15) years together with interest on the unpaid principal amount of the reassessment from January 1, 2012, at an interest rate of six and a quarter percent (6.25%).

**WHEREAS**, Minnesota Statute § 435.193 and City Council Resolution No. 1864 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older for whom it would be a hardship to make the payments.

**WHEREAS**, pursuant to the above cited statute, the City has passed Resolution Number 1864 which specifies the requisites that must be shown to constitute a hardship.

**WHEREAS**, applicant, Jean L. Ades, has requested a deferment of the reassessments levied against the Subject Property.

**WHEREAS**, upon investigation and review, it appears that the applicant does, in fact, qualify for deferment of the reassessments under applicable law.

**WHEREAS**, Minnesota Statute § 435.195 states the conditions upon which the deferment will cease Minnesota Statute § 435.195 states:

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

**NOW, THEREFORE**, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

Payment of the annual installments of principal and interest with respect to the above identified reassessment against the Subject Property are hereby deferred for tax collection year 2011 and thereafter upon the following terms and conditions:

1. The principal amount of the reassessment noted above shall accrue interest at the rate of six and a quarter percent (6.25%) per year.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Jean L. Ades dies, then the deferment of the reassessment shall cease.
4. If Jean L. Ades no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution Number 1864, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.

6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of six and a quarter percent (6.25%) per year during the period of deferment shall be added to the principal amount of the reassessment and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2026, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2026, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

This Resolution shall be filed with the Dakota County Auditor/Treasurer and recorded with the Dakota County Recorder.

Passed this 11<sup>th</sup> day of April, 2011.

---

George Tourville, Mayor

Attest:

---

Melissa Rheume, Deputy City Clerk

**THIS RESOLUTION 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

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

All that part of the North ½ of the Southwest ¼ of Section 22, Township 27, Range 22, lying East of the Easterly right of way of Highway 56, Dakota County, Minnesota;

Except the North 659.16 feet thereof; AND

Except that part thereof lying southerly of a line 36 feet southerly of and parallel with the following described Line A from Point H to its termination.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE1/4 of the SW1/4 of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**SCHEDULE PUBLIC HEARING**

Meeting Date: April 11, 2011  
Item Type: Consent  
Contact: 651.450.2513  
Prepared by: Melissa Rheame  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule public hearing on April 25, 2011 at 7:30 p.m. to consider the application of Mayjune Corporation dba Lager Liquor for an Off-Sale Intoxicating Liquor License for premises located at 5300 South Robert Trail, #600.

**SUMMARY:**

Mr. Craig Sorensen has submitted an application for an Off-Sale Intoxicating Liquor License for the premises located at 5300 South Robert Trail #600. The applicant is in the process of purchasing Starz Liquor, the existing business at that location. The Police Department is conducting the required background investigation on the applicant and the findings will be presented at the public hearing.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Ordering the Project and Approving the Joint Powers Agreement with Dakota County Transportation Department for City Project No. 2011-05 – Concord Boulevard Mill and Overlay from Cooper Path and T.H. 52**

Meeting Date: April 11, 2011  
 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

*SJS*

<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: Pavement Management Fund, Sewer Fund, Water Fund

**PURPOSE/ACTION REQUESTED**

Consider adopting a resolution ordering the project and approving the Joint Powers Agreement between Dakota County Transportation Department for City Project No. 2011-05 – Concord Boulevard Mill and Overlay from Cooper Path and T.H. 52.

**SUMMARY**

Dakota County’s 5-year Capital Improvement Plan includes a 2011 project to perform a mill and overlay project on Concord Boulevard (CP 56-09) from Corcoran Path to T.H. 52 (see attached map). This project will mill the existing bituminous surface and place a new bituminous wear course on the road. The mill and overlay project is funded by Dakota County. The City has inspected the proposed project and has requested that utilities be adjusted/modified as outlined in the attached preliminary cost estimate. Some curb and gutter will also have spot repairs. The City is responsible for the utility work. Dakota County received bids for this project on March 30, 2011 and the City’s cost was bid at \$13,760.95. The City will fund these improvements through the Pavement Management Fund and Utility Operating Funds for sewer and water adjustments.

The City has provided plans and specifications for these improvements. The Concord Boulevard mill and overlay project will be built by Dakota County. Tentative construction will occur this summer. Dakota County received favorable bids and will also award a contract to overlay Babcock Trail from 70th Street to 80th Street this summer.

Public Works recommends adoption of the resolution ordering the project and approving Joint Powers Agreement between Dakota County Transportation Department for mill and overlay project on Concord Boulevard from Cooper to T.H. 52 included in City Project No. 2011-05. There is no City cost in the bids for the Babcock Trail project.

TJK/kf  
 Attachment: Resolution  
 Joint Powers Agreement

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ORDERING PROJECT AND APPROVING THE JOINT POWERS AGREEMENT WITH  
DAKOTA COUNTY TRANSPORTATION DEPARTMENT FOR CITY PROJECT NO. 2011-05 –  
CONCORD MILL AND OVERLAY FROM COOPER PATH TO T.H. 52**

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

**WHEREAS**, the Dakota County 5-year Capital Improvement Program includes a mill and overlay at Concord Boulevard from Cooper Path to T.H. 52 in 2011; and

**WHEREAS**, as the City is responsible for cost associated with storm sewer, sanitary sewer, water utilities, and curb and gutter repairs; and

**WHEREAS**, the City deems this project necessary; and

**WHEREAS**, Dakota County Transportation Department and the City of Inver Grove Heights wants to enter into a Joint Powers Agreement for this project.

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

1. City Project No. 2011-05 – Concord Mill and Overlay from Cooper Path to T.H. 52 is hereby ordered.
1. The Joint Powers Agreement between Dakota County Transportation Department is hereby approved and the City will provide funding for the utility modifications and concrete curb repairs for City Project No. 2011-05.
2. Staff is authorized to enter into an agreement with the Dakota County Transportation Department relating to maintenance improvements for City Project No. 2011-05.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28th of March 2011.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

**JOINT POWERS AGREEMENT**

**DAKOTA COUNTY**

**TRANSPORTATION DEPARTMENT**

**AGREEMENT FOR**

**MILLING,**

**BITUMINOUS OVERLAY,**

**AND**

**CITY UTILITY REPAIRS**

**BETWEEN**

**THE COUNTY OF DAKOTA**

**AND**

**THE CITY OF INVER GROVE HEIGHTS**

**FOR**

**COUNTY PROJECT NO. 56-09**

**CITY PROJECT NO. 2011-05**

**FOR THE**

Milling, bituminous overlay, and repairs to City utilities (catch basins, manholes and gate valves) on County State Aid Highway (CSAH) 56 from Trunk Highway (TH) 52 to Corcoran Path, in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of Inver Grove Heights, referred to in this Agreement as "the City"; and witnesses the following:

WHEREAS, under Minnesota Statutes Sections 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to mill and overlay the bituminous road surface, and repair city catch basins, manholes and gate valves on CSAH 56, in Inver Grove Heights (the "Project"); and

WHEREAS, the County and the City have included this Project in their Capital Improvement Programs and will each participate in the costs of said Project.

NOW, THEREFORE, it is agreed that the County and the City will share Project responsibilities and costs associated with CSAH 56 resurfacing, utility repairs, and related activities as described in the following sections:

1. CSAH 56 Resurfacing. The County shall be solely responsible for the costs of the milling and bituminous overlay on CSAH 56 from TH 52 to Corcoran Path.
2. City Utility Repairs. The City shall be responsible for all costs associated with the utility repairs to catch basins, manholes, and gate valves on CSAH 56. The City shall be responsible for inspecting and approving the utility repairs.
3. Plans and Specifications. The County shall prepare the complete milling and paving plans and specifications and contract documents for County Projects 56-09 consistent with State Aid design standards and the Dakota County Transportation Plan. The City shall prepare the plans

and technical specifications for the utility repairs to be incorporated into the County plans and specifications. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.

4. Payment. The County will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the County Engineer. The County, in turn, will bill the City for its share of the Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

5. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by all parties prior to execution of work.

6. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

7. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2012.

8. Final completion. Final completion of the construction Project must be approved by both parties.
9. Pavement Maintenance. Upon acceptance of the Project, the County shall be responsible for all pavement maintenance within County right-of-way unless necessitated by a failure of a municipal utility system or installation of new facilities.
10. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the highway right-of-way is necessary to repair or install water, sewer, or other city utilities, the City shall restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.
11. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.
12. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort

Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

13. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City.

14. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.

15. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the County and the City regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the roadway construction provided for in this Agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

**CITY OF INVER GROVE HEIGHTS**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Public Works Director

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

-----  
**DAKOTA COUNTY**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
County Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney / Date

COUNTY BOARD RESOLUTION:  
No: 11-\_\_\_\_\_ Date: April 5, 2011

By: \_\_\_\_\_  
Physical Development Director

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



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE POSITION DESCRIPTION FOR ASSISTANT FIRE CHIEF**

Meeting Date: April 11, 2011  
 Item Type: Consent  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Approve the attached position description for the Assistant Fire Chief position.

**SUMMARY** With the adoption of the 2011 budget the City Council approved an Assistant Fire Chief position.

The attached position description has been drafted and is attached.

The salary range for the Assistant Fire Chief position falls in the Non-Union Compensation Plan. This position is proposed to be slotted in Range W of the Non-Union Compensation Plan.

POSITION DESCRIPTION

**Position Title:**                **Assistant Fire Chief**

**Department/Location:**    **Fire Station 1**

**Immediate Supervisor:**   **Fire Chief**

**Latest PD Revision:**

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**Position Summary:**

*Senior level management position that assists Fire Chief in the management and administration of the fire department. Provides leadership and supervision to Fire Department staff and helps define, establish and attain overall goals and objectives in the Fire Department. Responds to and assumes command responsibilities of emergency incidents.*

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**Essential Accountabilities and Expected Outcomes**

1. Makes recommendations to Fire Chief regarding personnel and the organizational structure of the Fire Department.
  - a) Supervises and manages performance of staff directly and through subordinate Officers.
  - b) Directs the recruitment and retention efforts to ensure department hires and retains quality personnel.
2. Assists Fire Chief in developing long-range plans and priorities for new and existing needs and activities of the Fire Department.
3. Manages technical operations of the Fire Department.
  - a) Manages and oversees large-scale vehicle, facility and equipment projects.
  - b) Directs and coordinates maintenance and inspection of all fire department vehicles and equipment.
4. Assists Fire Chief with preparation, administration and management of departmental budget.
5. Establishes, maintains, and supervises a command of small and large scale emergency operations.
  - a) Directly or indirectly supervises large numbers of personnel from multiple agencies under emergency conditions.
  - b) Makes or supervises command level decisions at emergency scenes.
6. Directs and administers training and certification programs for the protection, prevention, response, and mitigation of fire, medical and rescue emergencies.
7. Manages and administers department's safety and health program.
8. Assumes duties of the Fire Chief in his/her absence.
9. Responsible for establishing and maintaining positive and respectful relationships with co-workers and members of the public.
10. Assumes additional accountabilities as assigned.

**Accountabilities Shared by all City Employees:**

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

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

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

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

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

**Typical Working Environment:**

Typical work environment is 70% inside and 30% outside in all weather conditions. May be exposed to temperature extremes, high noise, and miscellaneous hazards. Work environment may be an elevated or confined space. May be required to wear specific personal protective equipment.

**Typical Physical Requirements for this Position:**

Able to work in all kinds of weather extremes. Able to walk and climb on all terrains and climb ladders. Able to sit, stoop, kneel, crouch, talk and hear. Able to wear Self Contained Breathing Apparatus and other personal protective clothing and equipment as required.

**Selection Criteria to Qualify for this Position:**

- Valid, unrestricted Minnesota Drivers License.
- Seven (7) years fire department experience, two of which have been in a supervisory capacity.
- Fire Training Certification required of all departmental Chief Officers.
- Ability to work effectively with individuals and groups of citizens.
- Ability to communicate effectively, both orally and in writing.
- Ability to coordinate work with other City departments and personnel.
- Live within 15 minutes of one of the fire stations or City Hall within one year of employment.
- Ability to meet requirements of Firefighter position description.
- Clean background check.

**Desired Qualifications:**

- Associates Degree in Management, Fire Science or Public Safety related field.
- Paid-on-call fire department experience.

**Employee’s Acknowledgement and Date:** \_\_\_\_\_

**Supervisor’s Acknowledgement and Date:** \_\_\_\_\_

**Administrative Services Acknowledgement and Date:** \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PERSONNEL ACTIONS**

Meeting Date: April 11, 2011  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

<b>Fiscal/FTE Impact:</b>	
<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** Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Samuel Hosszu, Taylor Hosszu, Yadria Ibaro-Sosa, and Alejandro Morales.

Please confirm the separation of employment of: Jerry Salmey, Police Lieutenant.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**RJ RYAN CONSTRUCTION / HYUNDAI - Case No. 11-02CA**

Meeting Date: April 11, 2011  
 Item Type: Regular  
 Contact:  Heather Botten 651.450.2569  
 Prepared by:  Heather Botten, Associate Planner  
 Reviewed by: Planning

<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"/>	Other

**PURPOSE/ACTION REQUESTED**

Consider a resolution relating to a **Conditional Use Permit Amendment** to add an addition to an existing auto sales building located at 1290-50<sup>th</sup> Street.

- Requires a 4/5<sup>th</sup>'s vote.
- 60-day deadline: April 17, 2011 (first 60-days)

**SUMMARY**

The applicant is requesting a conditional use permit amendment to add an 860 square foot addition to the existing building; the addition would accommodate more vehicles in the auto sales write-up area. No additional impervious surface would be added to the property. Access to the site and parking lot configuration would not be changing.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment to add an addition to the existing building with the conditions listed in the attached resolution.

Planning Commission: At the March 15, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (6-0).

Attachments: CUP Resolution  
 Planning Commission Recommendation  
 Planning Staff Report

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

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

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ADD AN  
ADDITION TO THE EXISTING AUTO SALES BUILDING**

RJ Ryan Construction / Hyundai  
Case No. 11-02CA

**WHEREAS**, an application for a Conditional Use Permit Amendment has been submitted for the property located at 1290 – 50<sup>th</sup> Street and legally described as:

**LOT 1, BLOCK 1, WHITAKER ADDITION, DAKOTA COUNTY, MINNESOTA**

**WHEREAS**, an application for a conditional use permit amendment has been submitted in order to allow for an expansion of the existing building;

**WHEREAS**, the aforescribed property is zoned B-3, General Business;

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

**WHEREAS**, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on March 15, 2011;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit Amendment to allow for an expansion of the existing building is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 02/16/11
Building Elevations	dated 02/04/11
Civil Plan Set	dated 05/27/97
Landscaping	dated 05/27/97
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage shall be in conformance with the sign regulations of the City.
4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
5. No employee or customer parking shall be allowed on 50<sup>th</sup> Street East.
6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
7. Resolution No. 6892 shall become null and void and shall be replaced by the terms of this conditional use permit.

**BE IT FURTHER RESOLVED** that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** March 15, 2011  
**SUBJECT:** **RJ RYAN CONSTRUCTION – CASE NO. 11-02CA**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider a request for a conditional use permit amendment to add an addition to the existing auto sales building located at 1290 – 50<sup>th</sup> Street. 6 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit amendment to add an 860 square foot addition to the existing building. Staff recommends approval of the request with the conditions listed in Alternative A.

Commissioner Simon asked if staff heard from any of the six notified property owners, to which Ms. Botten replied they had not.

Chair Bartholomew asked if the seven conditions listed in Alternative A were carried over from the previous conditional use permit, to which Ms. Botten replied in the affirmative. She stated the only change was the dates listed in Condition 1.

**Opening of Public Hearing**

The applicant, Brian Trombley, RJ Ryan Construction, 6781 Country Oaks Road, Excelsior, stated his client, Inver Grove Hyundai, was proposing to build an addition that would accommodate more vehicles in the 'write-up' area.

Chair Bartholomew asked if the applicant was agreeable with the seven conditions listed in Alternative A, to which Mr. Trombley replied in the affirmative.

Commissioner Simon asked if customer and employee parking would be clearly signed, to which Mr. Trombley replied in the affirmative.

**Planning Commission Recommendation**

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the conditional use permit amendment to add an addition to the existing auto sales building located at 1290 – 50<sup>th</sup> Street, with the seven conditions listed in the report.

Motion carried (6/0). This item goes to the City Council on April 11, 2011.



### SITE PLAN REVIEW

Setbacks. The proposed building addition is located over 80 feet from the closest property line, exceeding setback requirements.

Parking Lot. No changes are being proposed to the parking lot.

Access. Access to the site is not changing; there is one entrance off of 50<sup>th</sup> Street along the north side of the property.

Tree Preservation/Landscaping. Landscaping was approved with the original CUP based on the site perimeter; no additional landscaping is required with the proposed addition.

Engineering. Engineering has reviewed the request and has commented that they take no exceptions to the proposed plans.

### GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial and automobile sales is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed addition would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The building addition does not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*
- i. Aesthetics/exterior appearance*  
The proposed building addition would be constructed with similar materials as the existing building.
  - ii. Noise*  
The proposed addition would not generate noises that are inconsistent with B-3 zoning
  - iii. Fencing, landscaping and buffering*  
No changes are being proposed to the landscaping on the site.
6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. Setbacks exceed code requirements and the parking configuration is not changing.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The proposed addition would not generate any additional surface water or groundwater runoff as no additional impervious surface is being added to the property.

## **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 taken:
- Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow an addition to the existing building subject to the following conditions (the conditions listed are carried over from the existing CUP, no new conditions are being proposed):

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 02/16/11
Building Elevations	dated 02/04/11
Civil Plan Set	dated 05/27/97
Landscaping	dated 05/27/97

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage shall be in conformance with the sign regulations of the City.
4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
5. No employee or customer parking shall be allowed on 50<sup>th</sup> Street East.
6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
7. Resolution No. 6584 shall become null and void and shall be replaced by the terms of this conditional use permit.

**B. Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

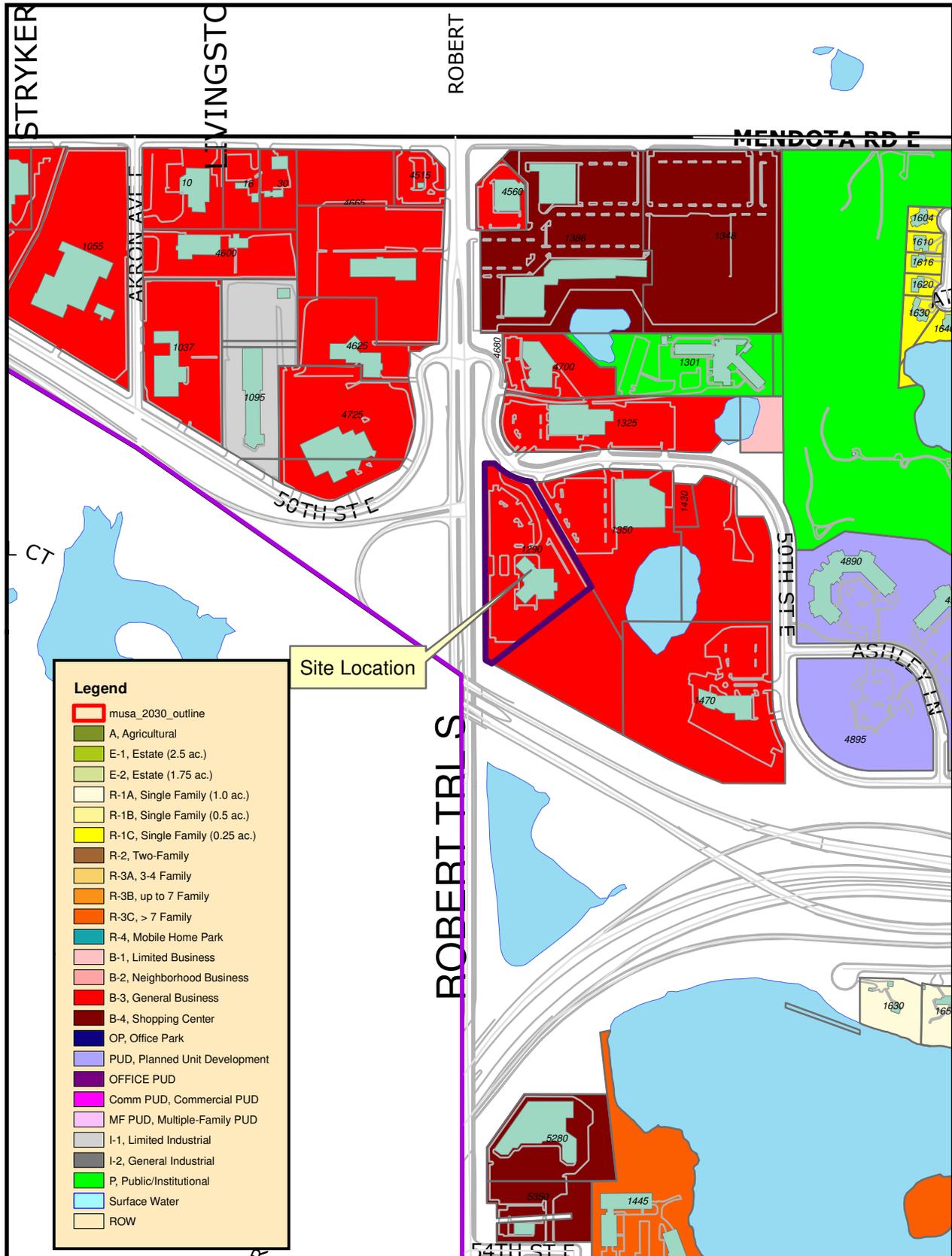
### **RECOMMENDATION**

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Zoning/Location Map  
Narrative  
Site Plan  
Elevations and Floor Plan



# 1290 - 50th Street



**Legend**

	musa_2030_outline
	A, Agricultural
	E-1, Estate (2.5 ac.)
	E-2, Estate (1.75 ac.)
	R-1A, Single Family (1.0 ac.)
	R-1B, Single Family (0.5 ac.)
	R-1C, Single Family (0.25 ac.)
	R-2, Two-Family
	R-3A, 3-4 Family
	R-3B, up to 7 Family
	R-3C, > 7 Family
	R-4, Mobile Home Park
	B-1, Limited Business
	B-2, Neighborhood Business
	B-3, General Business
	B-4, Shopping Center
	OP, Office Park
	PUD, Planned Unit Development
	OFFICE PUD
	Comm PUD, Commercial PUD
	MF PUD, Multiple-Family PUD
	I-1, Limited Industrial
	I-2, General Industrial
	P, Public/Institutional
	Surface Water
	ROW

Site Location



Exhibit A  
Zoning Map



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1100 Mendota Heights Road • Mendota Heights, MN 55120 • (651) 681-0200 • Fax (651) 681-0235

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February 16, 2011

City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Attn: Heather Botten

Re: **Inver Grove Hyundai**  
**Inver Grove Heights, MN**

Dear Ms. Botten:

Our client, Inver Grove Hyundai, has recently purchased the Whitaker Building located at 1290 East 50<sup>th</sup> Street in Inver Grove Heights. We are proposing an 850 sq. ft. addition to the building to accommodate more vehicles inside the write up area. This will eliminate vehicles waiting outside for space to "open up". We will be using similar building materials to the original building to make sure the addition "blends" into the design of the current facility.

The current use of the building addition area is blacktop and this change will not affect vehicle traffic patterns on the site.

Please do not hesitate to contact me with any questions.

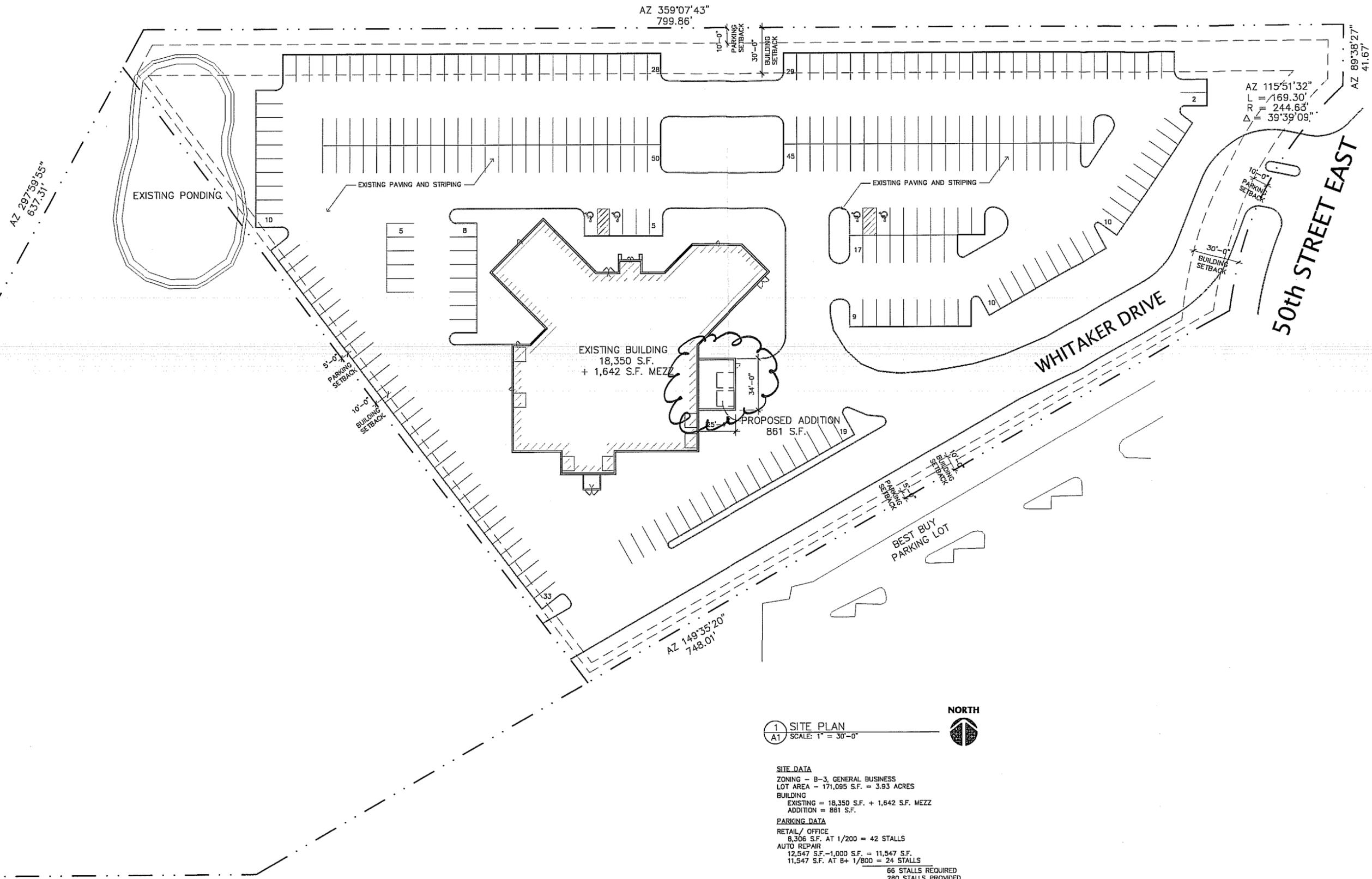
Sincerely,

R.J. RYAN CONSTRUCTION, INC.

Brian Trombley  
Project Manager

BT:jk  
IGH-letter to city 2-16-11

Filename: INVER GROVE HYUNDAI\INVER GROVE HYUNDAI-A3



AZ 179°12'43"  
381.60'

AZ 359°07'43"  
799.86'

AZ 115°51'32"  
L = 169.30'  
R = 244.63'  
Δ = 39°39'09"

AZ 89°38'27"  
41.67'

AZ 297°39'55"  
637.37'

AZ 149°35'20"  
748.01'

1 SITE PLAN  
A1 SCALE: 1" = 30'-0"



**SITE DATA**  
 ZONING - B-3, GENERAL BUSINESS  
 LOT AREA - 171,095 S.F. = 3.93 ACRES  
**BUILDING**  
 EXISTING = 18,350 S.F. + 1,642 S.F. MEZZ  
 ADDITION = 861 S.F.

**PARKING DATA**  
 RETAIL/ OFFICE  
 8,306 S.F. AT 1/200 = 42 STALLS  
 AUTO REPAIR  
 12,547 S.F. - 1,000 S.F. = 11,547 S.F.  
 11,547 S.F. AT 8+ 1/800 = 24 STALLS  
 66 STALLS REQUIRED  
 280 STALLS PROVIDED



**LAMPERT ARCHITECTS**  
 420 Summit Avenue  
 St. Paul, MN 55102  
 Phone: 763.755.1211 Fax: 763.757.2849  
 lampert@lampert-arch.com

**ARCHITECT CERTIFICATION:**  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

**PRELIMINARY NOT FOR CONSTRUCTION**  
 LEONARD LAMPERT  
 PRINTED  
 13869  
 LICENSE  
 000000

**RJR Ryan**  
 Construction, Inc.  
 Commercial Design and Construction  
 1180 Mendota Heights Road  
 Mendota Heights, MN 55120  
 Ph: 651-681-0200  
 Fax: 651-681-0235

**INVER GROVE HYUNDAI**  
 Inver Grove Heights, MN

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 Leonard Lampert Architects, P.A.  
 Project Designer: JAMES B  
 Drawn By: JRB  
 Checked By: LL  
 Revisions

2/16/11	PRELIMINARY

SITE PLAN

Sheet Number

**A3**

Project No. 110126-1



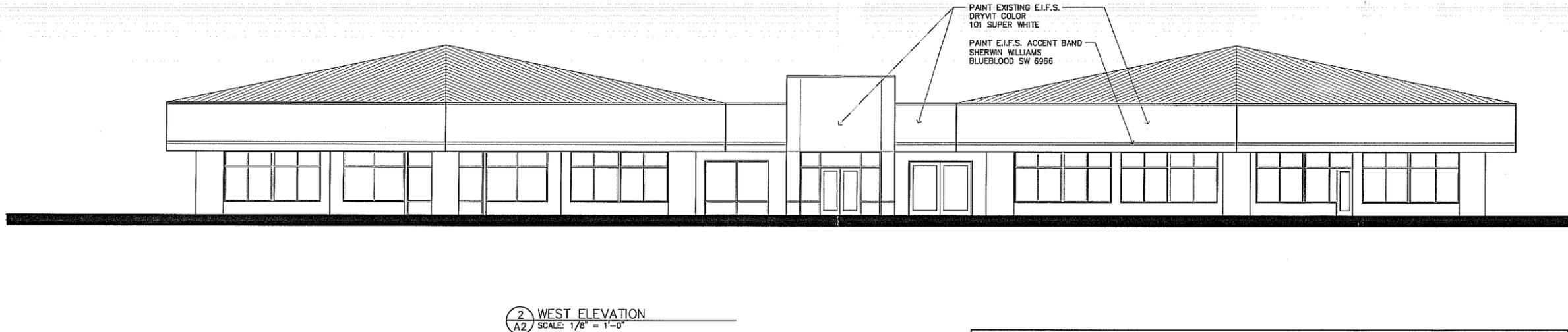
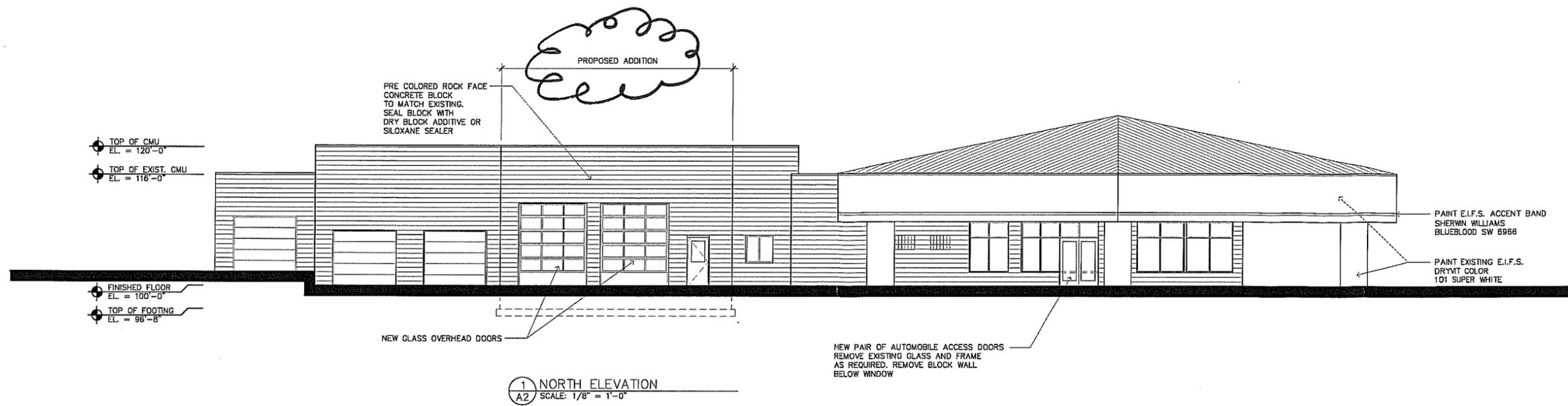
LAMPERT ARCHITECTS

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St. Paul, MN 55102  
Phone: 763.755.1211 Fax: 763.757.2849  
lmpart@lampart-arch.com

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**RJRyan**  
Construction, Inc.  
Commercial Design and Construction  
1100 Mendota Heights Road  
Mendota Heights, MN 55120  
Ph: 651.681.0200  
Fax: 651.681.0230



RM#	DESCRIPTION	FLOOR	BASE	N.WALL	E.WALL	S.WALL	W.WALL	CLG.	HGHT	REMARKS
101	VESTIBULE									NO WORK
102A	LOUNGE A	CARPET	CARPET	PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		P.T. AT KITCHEN
102B	LOUNGE B	P.T.	P.T.	PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
103	SHOWROOM	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	PAINT 2		DOORS AND FRAMES - PAINT 2
104	OFFICE	CARPET	CARPET	PAINT 3	PAINT 3	PAINT 3	PAINT 3	EXISTING		
105	OFFICE	CARPET	CARPET	PAINT 3	PAINT 3	PAINT 3	PAINT 3	EXISTING		
106	PARTS STORAGE	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
107	PARTS PICK-UP	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
108	LOCKER ROOM	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
109	PLAY AREA	CARPET	CARPET	PAINT 3	PAINT 3	PAINT 3	PAINT 3	EXISTING		
110	MEN	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
111	WOMEN	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
112	MECHANICAL									NO WORK
113	STORAGE									NO WORK
114	OFFICE	CARPET	CARPET	PAINT 3	PAINT 3	PAINT 3	PAINT 3	EXISTING		
115	OFFICE	CARPET	CARPET	PAINT 3	PAINT 3	PAINT 3	PAINT 3	EXISTING		
116	VESTIBULE									NO WORK
117	SHOWROOM	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	PAINT 2		DOORS AND FRAMES - PAINT 2
118	OFFICE	CARPET	CARPET	PAINT 3	PAINT 3	PAINT 3	PAINT 3	EXISTING		
119	WOMEN	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
120	MEN	EXISTING		PAINT 1	PAINT 1	PAINT 1	PAINT 1	EXISTING		
121	WRITE-UP	P.T.	P.T.	PAINT 1	PAINT 1	PAINT 1	PAINT 1	PAINT	PAINT	MATCH EXISTING CLG PAINT COLOR
122	OFFICE									NO WORK
123	OFFICE									NO WORK
124	SERVICE AREA									NO WORK
125	TOOL STORAGE									NO WORK
126	BREAK ROOM									NO WORK
127	CAR WASH	EXISTING		PAINT 1	PAINT 1					
201	MEZZANINE									NO WORK

ABBREVIATIONS:  
PAINT 1 = SHERWIN WILLIAMS, REPOSE GRAY - SW 7015  
PAINT 2 = SHERWIN WILLIAMS, GAUNTLET GRAY - SW 7019  
PAINT 3 = SHERWIN WILLIAMS, RESPITE - SW 6514  
P.T. = 12"x12" PORCELAIN TILE, DAL TILE DIAMONTE ARDESIA, P027 POLISHED  
CARPET = SHAW CARPET, HARBOURING DESIRE CULTURE 50912, W7015

Filename: INVER GROVE HYUNDAI\INVER GROVE HYUNDAI-A2

INVER GROVE HYUNDAI  
Inver Grove Heights, MN

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Project Designer: JAMES B  
Drawn By: JRB  
Checked By: LL  
Revisions  
2/4/11 PRELIMINARY

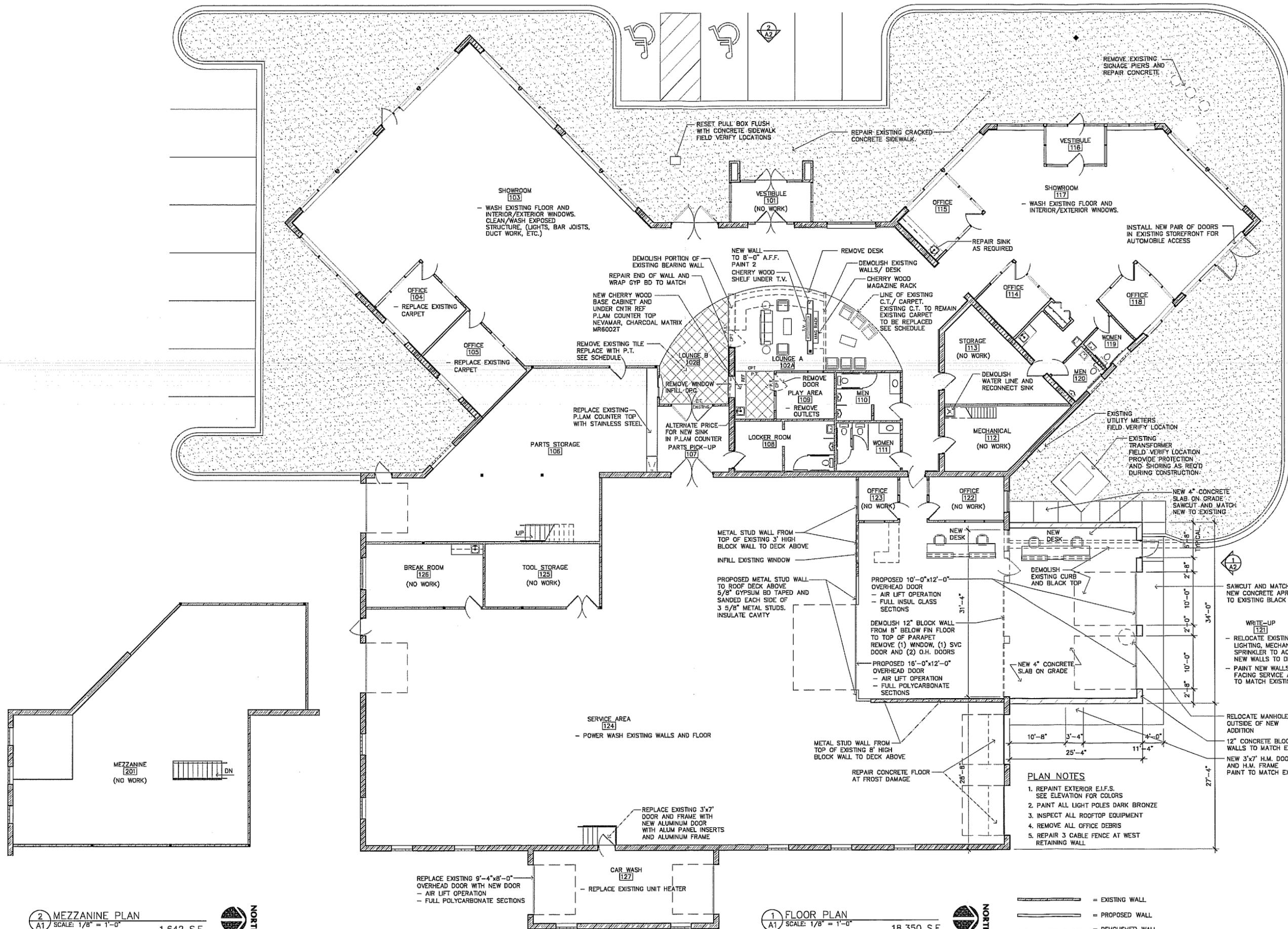
BUILDING ELEVATIONS

Sheet Number

A2

Project No. 110126-1

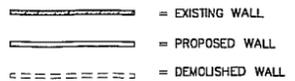
Filename: INVER GROVE HYUNDAI\INVER GROVE HYUNDAI-A1



2 MEZZANINE PLAN  
A1 SCALE: 1/8" = 1'-0" 1,642 S.F.

1 FLOOR PLAN  
A1 SCALE: 1/8" = 1'-0" 18,350 S.F.

- PLAN NOTES**
1. REPAINT EXTERIOR E.I.F.S. SEE ELEVATION FOR COLORS
  2. PAINT ALL LIGHT POLES DARK BRONZE
  3. INSPECT ALL ROOFTOP EQUIPMENT
  4. REMOVE ALL OFFICE DEBRIS
  5. REPAIR 3 CABLE FENCE AT WEST RETAINING WALL



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**PRELIMINARY**  
NOT FOR CONSTRUCTION



Commercial Design and Construction  
1100 Mendota Heights Road Mendota Heights, MN 55120 P: 651.681.0200 F: 651.681.0202

**INVER GROVE HYUNDAI**  
Inver Grove Heights, MN

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Project Designer: JAMES B

Drawn By: JRB  
Checked By: LL

Revisions

NO.	DATE	DESCRIPTION
2/4/11	PRELIMINARY	

**FLOOR PLAN**

Sheet Number

**A1**

Project No. 110126-1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**RIVER COUNTRY CO-OP - Case No. 11-03CA**

Meeting Date: April 11, 2011  
 Item Type: Regular  
 Contact:  Heather Botten 651.450.2569  
 Prepared by:  Heather Botten, Associate Planner  
 Reviewed by: Planning, Park and Rec,  
 Engineering

<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"/>	Other

**PURPOSE/ACTION REQUESTED**

Consider a resolution relating to a **Conditional Use Permit Amendment** to add an addition to the existing convenience store along with other property improvements for property located at 3240-57<sup>th</sup> Street.

- Requires a 4/5<sup>th</sup>'s vote.
- 60-day deadline: April 15, 2011 (first 60-days)

**SUMMARY**

The applicant is proposing to construct an addition and remodel to the existing vacant gas service station located on the southwest corner of 57<sup>th</sup> Street and Carmen Avenue. The proposed plans include an 800 square foot addition and remodel, two additional fuel pumps and canopy, an LP fill station, one additional buried fuel tank, and additional landscaping. The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts. The request also complies with the landscaping requirements, however, staff is recommending that all landscaping be located outside the 20 foot utility easement on the north property line.

The Parks Department has commented that there is a gap in the City's trail system along 57<sup>th</sup> Street between Cahill and Carmen. The City is therefore requesting that the applicant grant the City a 15 foot trail/sidewalk easement along the northern property line so that in the future the City may consider the construction of a trail/sidewalk. The applicant has agreed to this easement; the sidewalk and trail easement is attached for approval. The applicant has been working with the City Engineering Department regarding the treatment of stormwater runoff. A stormwater facilities maintenance agreement is also attached for approval.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment to add an addition to the existing building along with other property improvements with the conditions listed in the attached resolution.

Planning Commission: At the March 15, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (6-0).

Attachments: CUP Amendment Resolution  
 Sidewalk and Trail Easement  
 Stormwater Facilities Maintenance Agreement  
 Planning Commission Recommendation  
 Planning Staff Report

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

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

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ADD AN  
ADDITION TO THE EXISTING CONVENIENCE STORE ALONG WITH OTHER  
PROPERTY IMPROVEMENTS**

River Country Co-op  
Case No. 11-03CA

**WHEREAS**, an application for a Conditional Use Permit Amendment has been submitted for the property located at 3240 – 57<sup>th</sup> Street and legally described as:

**EXHIBIT A**

**WHEREAS**, an application for a conditional use permit amendment has been submitted in order to allow for an expansion of the existing building along with other site improvements;

**WHEREAS**, the aforescribed property is zoned B-3, General Business;

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

**WHEREAS**, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on March 15, 2011;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit Amendment to allow for an expansion of the existing building along with site improvements is hereby approved with the following conditions:



12. Resolution #5468 shall become null and void and replaced with the conditions of this permit.

**BE IT FURTHER RESOLVED** that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

Exhibit A

Legal Description

The East 230 feet of the North 190.61 feet of North Half (N 1/2) of North Half (N 1/2) of Southwest Quarter (SW 1/4) of Southwest Quarter (SW 1/4) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-two (22), Dakota County, Minnesota, subject to Carmen Avenue and South Street according to the Government survey thereof

Together with appurtenant easement pursuant to Document No. 390338, files of the Dakota County Recorder's Office.

## **PEDESTRIAN TRAIL AND SIDEWALK EASEMENT**

**THIS PEDESTRIAN TRAIL AND SIDEWALK EASEMENT** (Easement), made, granted and conveyed this 11<sup>th</sup> day of April, 2011, between River Country Cooperative, a Minnesota corporation, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

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

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

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and sidewalk and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles may use the easement area for emergency purposes. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

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

**EXEMPT FROM STATE DEED TAX**

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

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

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

---

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

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

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this 11<sup>th</sup> day of April, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**LANDOWNER  
RIVER COUNTRY COOPERATIVE**

By: \_\_\_\_\_  
Its Chief Executive Officer

STATE OF MINNESOTA    )  
                                  )     ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of April, 2011, before me a Notary Public within and for said County, personally appeared Kevin Sexton, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of River Country Cooperative, a Minnesota corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Kevin Sexton acknowledged said instrument to be the free act and deed of the corporation.

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

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

**STORM WATER FACILITIES MAINTENANCE AGREEMENT**  
**FOR PROPERTY LOCATED AT 3240 - 57<sup>TH</sup> STREET EAST,**  
**INVER GROVE HEIGHTS, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR PROPERTY LOCATED AT 3240 - 57<sup>TH</sup> STREET EAST, INVER GROVE HEIGHTS, MINNESOTA (Agreement) is made, entered into and effective this 11<sup>th</sup> day of April, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and River Country Cooperative, a Minnesota corporation, (hereafter referred to as 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 Owner.** “Owner” means River Country Cooperative, a Minnesota corporation and its successors and assigns.

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

Any existing or future raingardens, culverts, infiltration pond, bio-retention facilities, storm water collection appurtenances or any other infiltration features lying within the Property.

**1.5 Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain plan attached hereto and incorporated herein as Exhibit B.

**1.6 Property.** “Property” means the following real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota:

The East 230 feet of the North 190.61 feet of the North Half (N ½) of the North Half (N ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-two (22), Dakota County, Minnesota, subject to Carmen Avenue and South Street according to the Government survey thereof together with appurtenant easement pursuant to Document No. 390338, files of the Dakota County Recorder’s Office, Dakota County, Minnesota.

**1.7 NWA Stormwater Manual.** “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006 and adopted by the City of Inver Grove Heights and codified as Section 515.80 Subd. 39 (I) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

**ARTICLE 2**  
**RECITALS**

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

**Recital No. 2.** Owner has requested that the City approve a conditional use permit amendment to allow an expansion of the existing building located on the Property together with other improvements to the Property.

**Recital No. 3.** The City is willing to approve the conditional use permit amendment if, among other things, Owner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Owner the responsibility of constructing and maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may withdraw from the Inspection Escrow or charge-back to the Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Owner fails to adequately perform its obligations to maintain the Storm Water Facilities.

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

**3.1 Construction of Storm Water Facilities.** Prior to June 15, 2012, Owner agrees that the Storm Water Facilities and surrounding vegetation shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Owner at a location and in a configuration as determined by the City.

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

**3.3 Standard of Maintenance.** The Standard of Maintenance shall comply with the minimum standards contained in Section 430 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability) and the storm maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems and bio-retention systems that the City maintains, as those standards are from time to time amended. The NWA Stormwater Manual is on file with the City's Director of Public Works.

The Standard of Maintenance shall also mean and include the obligation of the Owner to perform those actions set forth in **Exhibit A**, attached hereto and incorporated herein by reference. The City may amend the Standard of Maintenance from time to time.

Notwithstanding the maintenance obligations and responsibilities of the Owner contained herein, nothing obligates the Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Property. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

**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 Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Owner of such failure to comply with Section 3.1. This notice shall specify that the Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Owner to cure the default, in which case the Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Owner has commenced construction of the Storm Water

Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the 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 Owner without giving any notice to the Owner and without giving the Owner thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, the 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 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 Storm Water 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 Owner.

The amount of costs charged by the City to the 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 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 Owner with respect to the Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the 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 Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property.

Further, as an alternate means of collection, if the written billing is not paid by the Owner, the City, without notice and without hearing, may specially assess the Property for the costs and expenses incurred by the City. The 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 Property. The Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The 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 Property.

**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 Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Owner will have thirty (30) days to comply with the Standard of Maintenance, unless

thirty (30) days is not practicable for the Owner to cure the default, in which case the Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the 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 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 Owner without giving any notice to the Owner and without giving the Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the 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 Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Owner.

The amount of costs charged by the City to the 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 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 Owner with respect to the Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the 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 Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property.

Further, as an alternate means of collection, if the written billing is not paid by the Owner, the City, without notice and without hearing, may specially assess the Property for the costs and expenses incurred by the City. The 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 Property. The Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The 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 Property.

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

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

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

- a.) failure by the 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 Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Owner to pay for any materials that may be used by the Owner to maintain the Storm Water Facilities;
- d.) approval by the City of the Storm Water Facility Plan; and
- e.) construction of the Storm Water 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.

**3.13 Inspection Escrow.** Prior to the issuance of any building permit for the Property, the Owner shall make a cash deposit for an Inspection Escrow with the City in the amount of \$750.00. Without notice to the Owner, the City may draw upon the Inspection Escrow to reimburse the City for any and all costs or expenses incurred by the City related to any engineering review of the Storm Water Facility Plan, field inspection, City Attorney fees, non-compliant erosion control expenses and all other costs or expenses incurred by the City that are related to this Agreement and its implementation or enforcement (collectively referred to as "City Inspection Fees"). The Owner hereby waives any and all objections related to the City's

withdrawal of funds from the Inspection Escrow to reimburse the City as herein provided. Any Inspection Escrow remaining after the reimbursement of the City Inspection Fees to the City shall be returned by the City to the Owner on the date which is the later of (i) June 15, 2012, or (ii) the date when the Public Works Director determines that the Storm Water Facilities have been properly constructed in accordance with the Storm Water Facility Plan and turf has been established.

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

**4.1 Approval of Conditional Use Permit.** The City agrees that if Owner executes this Storm Water Facilities Maintenance Agreement, deposits the required Escrow amount as provided in Section 3.13 and if the other conditions set forth in the Planning Report and Engineering Report relating to the conditional use permit amendment are met, the Council will approve the conditional use permit amendment for the Property.

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

Upon request by Owner, the City will prepare for 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 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.** 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 Owner:** River Country Cooperative  
425 Clinton Street  
South St. Paul, MN 55075

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, 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:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA     )

On this 11<sup>th</sup> day of April, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



## EXHIBIT A

### STANDARD OF MAINTENANCE

1. Perform periodic inspections and regular watering and weeding of the Storm Water Facilities to ensure the healthy functioning of the plantlife located within the Storm Water Facilities, and to permit the plantlife to survive and flourish and not become distressed or die.
2. The Storm Water Facilities must be kept clean of excess sediment, debris, trash and foreign materials. Healthy plant growth must be maintained by removing dead vegetation in the spring of each year. Noxious and invasive weeds shall be removed from the Storm Water Facilities. The grass filter strip must be raked clean of sediment, on an as needed basis.
3. Upon requests of the City, from time to time, the Owner will submit to the City Engineer a brief, written report that describes the maintenance activities performed under this Agreement, including dates, locations of inspections and the maintenance activities performed. At a minimum, monthly inspection of the Storm Water Facilities shall be performed by the Owner. In the event it is determined that the Storm Water Facilities are not functioning properly, corrective action shall be taken to re-establish the Storm Water Facilities to function properly.

**EXHIBIT B**

**STORM WATER FACILITY PLAN**

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights

**FROM:** Planning Commission

**DATE:** March 15, 2011

**SUBJECT:** **RIVER COUNTRY CO-OP – CASE NO. 11-03CA**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider a request for a conditional use permit amendment to add an addition to the existing convenience store and other property improvements, for the property located at 3240 – 57<sup>th</sup> Street. 38 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is proposing to construct an addition and remodel to the existing vacant gas service station located on the southwest corner of 57<sup>th</sup> Street and Carmen Avenue. The proposed plans include an 800 square foot addition and remodel, two additional fuel pumps and canopy, an LP fill station, one additional buried fuel tank, and additional landscaping. She advised that the request complies with the City's CUP criteria, including the landscaping requirement, however, staff is recommending that all landscaping be located outside the 20 foot utility easement on the north property line. She advised that the Parks Department has commented that there is a gap in the City's trail system along 57<sup>th</sup> Street between Cahill and Carmen. The City is therefore requesting that the applicant grant the City a 15 foot trail/sidewalk easement along the northern property line so that in the future the City may consider the construction of a trail/sidewalk. The applicant has been working with the City Engineering Department regarding stormwater runoff and has agreed to add a rain garden to reduce the amount of runoff on the property. Staff recommends approval of the request with the conditions listed in Alternative A. She advised that staff heard from four residents who were all in support of the request.

Chair Bartholomew pointed out a typo in Condition 10, to which Ms. Botten replied that the word 'screening' should be replaced with 'equipment'.

Commissioner Simon asked what the hours of operation would be, to which Ms. Botten replied she was unsure and noted there were no restrictions on hours.

**Opening of Public Hearing**

Tom Boland, River Country Co-op, 1231 Alameda Street, St. Paul, referred to Condition 3 regarding exterior lighting. He advised that they plan to reuse the existing lights by the entry points and on the canopy. The new canopy and any lights on the building would be downcast and the new canopy lights would be flush-mounted or screened on the side.

Chair Bartholomew asked if staff would be agreeable to that, to which Mr. Hunting replied in the affirmative, stating the applicants could reuse the existing lights as long as they were not changing anything.

Mr. Boland stated they would screen the sides of the fixtures if at some time in the future they switched to more energy efficient lighting on the existing canopy. Mr. Boland also stated he had no issue with a trail going through the utility easement as long as it did not change the curb cut or interfere with traffic coming on and off the site.

Ms. Botten stated the trail would be located within the easement area and should not have any negative impact on the site. She added that any change to the curb cut would be at the cost of the City.

Mr. Boland stated they intended to retain the existing rate sign.

Commissioner Simon asked if the applicants would be performing oil changes or servicing autos, to which Mr. Boland replied they would not.

Commissioner Simon asked what the hours of operation would be, to which Mr. Boland replied the longest day would likely be 5:00 a.m. to midnight.

Commissioner Simon noted that the City had a noise ordinance and asked if the applicants would have a PA system.

Mr. Boland replied that by law they needed to have a PA system, however, they would not use it at night.

Chair Bartholomew asked if the pumps were credit card operated and would be open 24 hours a day, to which Mr. Boland replied in the affirmative.

**Planning Commission Recommendation**

Motion by Commissioner Roth, second by Commissioner Wippermann, to approve the request for a conditional use permit amendment to add an addition to the existing convenience store, along with other property improvements, for the property located at 3240 – 57<sup>th</sup> Street with the conditions listed the report.

Motion carried (6/0). This item goes to the City Council on April 11, 2011.



existing building and canopy also meet current setbacks. All setback requirements have been met.

Parking. The applicant is proposing two additional fuel pumps. The City Code allows the spaces at the fuel pumps to be counted as parking spaces. The site requires 12 parking spaces total; the proposed site plan demonstrates 18 spaces, meeting the code requirements.

Lot Coverage. Allowable impervious surface coverage in the B-3 district is 100%. While no additional impervious surface is being added, a calculation was done to determine compliance. The site currently contains approximately 82.5% impervious surface which falls under the allowed maximum.

Landscaping. The City Code requires 16 trees or the equivalent to be planted on site. The landscaping plan reflects the correct number of plantings. The landscaping plan shall be modified to relocate the plantings out of the existing utility easement.

Roof Top Equipment. As a consistent policy of commercial development, any roof top equipment should be screened from view from the street. If necessary, the form of screening will be reviewed at time of building permit.

Screening. City Code requires trash enclosures to be screened from view by fencing consisting of wood, brick, or combination thereof. The proposed screening complies with zoning code standards.

Building Materials. All four sides of the building shall have an equally attractive or the same fascia as the front of the building. The proposed building materials comply with zoning code standards.

Park and Recreation. The Parks Department has reviewed the request and commented that the City is working on the identification of gaps in our trail and sidewalk system. There is a gap in the system between Cahill Avenue and 5<sup>th</sup> Street along 57<sup>th</sup> Street. The City is kindly requesting the applicant grant a 15' trail/sidewalk easement across the northern property line along 57<sup>th</sup> Street so that in the future, the City may consider the construction of a sidewalk/trail. The trail easement would be located over an existing 20' utility easement located along the north property line.

Engineering. The City, as a MS4 community, has been required by the Minnesota Pollution Control Agency (MPCA) to implement infiltration and storm water management practices in conjunction with redevelopment sites. The non-degradation guidance is in place to reduce the volume of run-off, sediment, phosphorous, and total suspended solids leaving the site.

In compliance with MPCA guidance, staff has discussed the addition of storm water quality facilities with the owner. The owner has added a rain garden to their plans to treat the storm run-off from a portion of the existing impervious surface. Engineering has made some recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building permit review.

General CUP Criteria

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The description of the Community Commercial District states that these areas are for lots that contain retail sales and services located along community collector and arterial roadways that serve the community. The proposed expansion and remodel would provide goods and services that are needed by the residents of Inver Grove Heights in an existing community shopping node. There would be no negative impacts on existing land uses, street systems or the park system.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned commercial. The land use of an automobile service station is consistent with the intent of the B-3 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The surrounding property is developed with a mix of commercial uses to the south, west and east and residential to the north. The building expansion would not have a negative impact on the surrounding area as it lies within areas of the lot that are currently developed and used as part of the service station.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This commercial/residential neighborhood is all developed and the land use patterns set. The proposed addition would not have an adverse impact on fire protection or on any city service as the building expansion provides for a small addition to the service capability of the business.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. *Aesthetics/exterior appearance*

- The design of the building would be compatible with the surrounding uses. The proposed building materials meet our code requirements.

*ii. Noise*

The building addition is to provide additional convenience store space; no additional noise is expected.

*iii. Fencing, landscaping and buffering*

With minor changes to the landscape plan, the applicant is meeting the city's landscaping requirements.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The property contains ample size to allow for the addition without impacting neighboring properties. The addition would be located over areas that are currently paved. The building addition would not have a negative impact on city services or emergency services.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would not have an undue adverse impact on the environment. The applicant is working with the City Engineering Department creating a stormwater treatment plan, reducing the amount of runoff on the property.

## **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 taken:
- Approval of the **Conditional Use Permit Amendment** for an automobile service station to allow an expansion of the existing building subject to the following conditions:
    1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

2. All final development plans shall be subject to the review and approval of the City Fire Marshal.
3. All exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way.
4. All signage requires issuance of sign permits which will require a complete sign inventory to verify proposed overall signage will comply with the code.
5. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
6. A storm water facilities maintenance agreement shall be drafted by the City Attorney and executed by the owner prior to issuance of the certificate of occupancy.
7. Prior to the issuance of a building permit, an Engineering cash escrow of \$750 shall be submitted to ensure the proper construction of the improvements. In addition the City will utilize the cash escrow for the attorney's expenses, staff review time, engineering staff inspections, fees, and maintenance requirements. Any remaining escrow will be released when the project is completed, turf is established, punch list items have been addressed and approved by the City Engineer
8. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
9. The proposed landscaping located in the 20' utility easement shall be relocated out of the easement.
10. Any roof top screening must be screened from view.
11. Prior to the issuance of a building permit a 15' foot trail easement along the north property line shall be drafted by the applicant and approved and recorded by the City Attorney.
12. Resolution #5468 shall become null and void and replaced with the conditions of this permit.

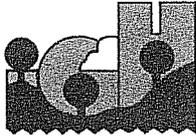
**B. Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

**RECOMMENDATION**

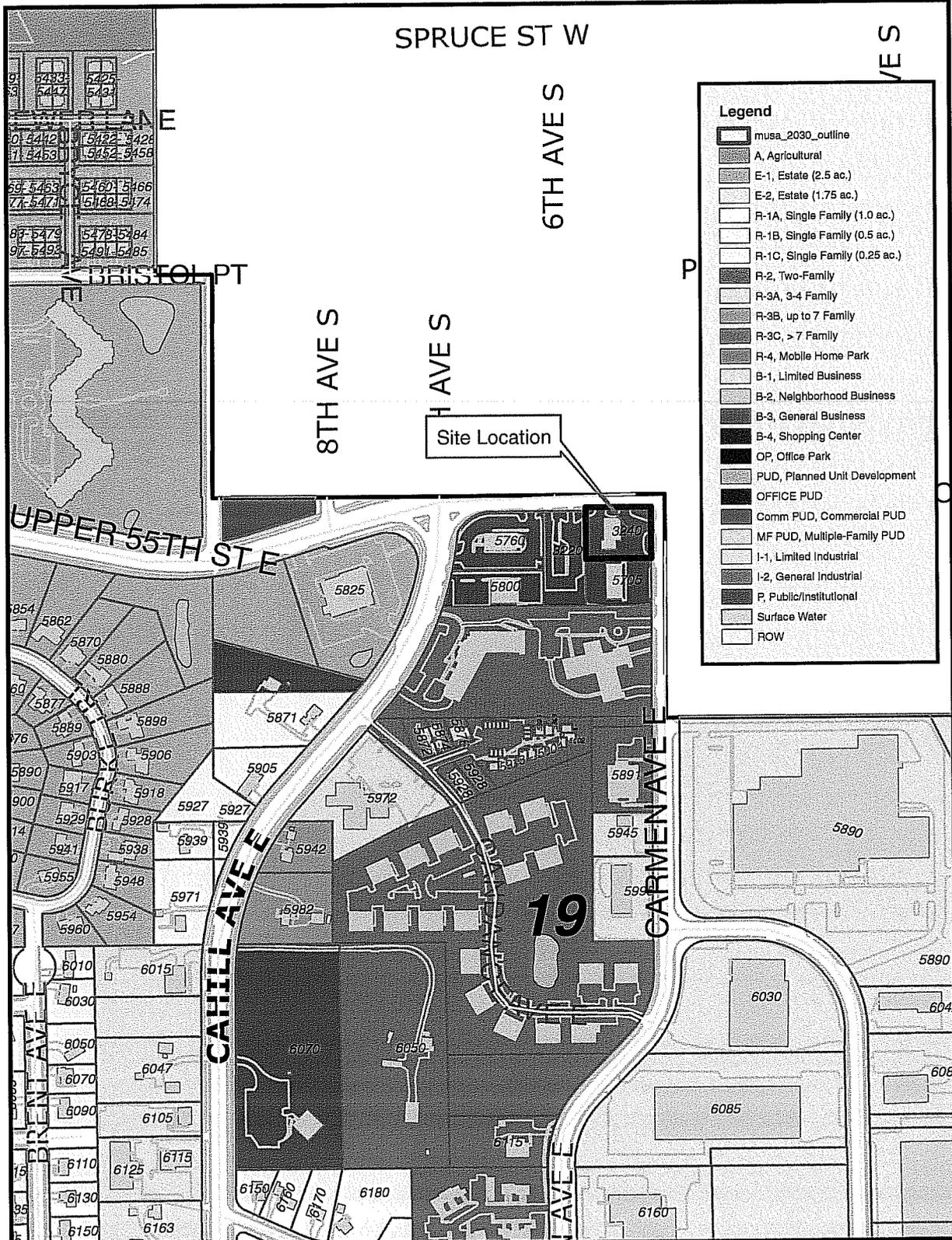
Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Location Map  
Applicant Narrative  
Plan Set

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# 3240 - 57th Street



Legend	
	musa_2030_outline
	A, Agricultural
	E-1, Estate (2.5 ac.)
	E-2, Estate (1.75 ac.)
	R-1A, Single Family (1.0 ac.)
	R-1B, Single Family (0.5 ac.)
	R-1C, Single Family (0.25 ac.)
	R-2, Two-Family
	R-3A, 3-4 Family
	R-3B, up to 7 Family
	R-3C, > 7 Family
	R-4, Mobile Home Park
	B-1, Limited Business
	B-2, Neighborhood Business
	B-3, General Business
	B-4, Shopping Center
	OP, Office Park
	PUD, Planned Unit Development
	OFFICE PUD
	Comm PUD, Commercial PUD
	MF PUD, Multiple-Family PUD
	I-1, Limited Industrial
	I-2, General Industrial
	P, Public/Institutional
	Surface Water
	ROW



Exhibit A  
Zoning Map

# RIVER COUNTRY COOPERATIVE



*Elements for life*

February 14, 2011

To: City of Inver Grove Heights Planning Department

River Country Cooperative has purchased the old Oasis store at 3240 57<sup>th</sup> Street East and would like to improve and expand upon the store and pumps. Our plans include a 1000 square foot addition to the existing store, two additional fuel pumps, a canopy, a LP fill station, one additional buried fuel tank and additional landscaping.

In 1935, 44 local Dakota County folks put in a total of \$500 to start this customer owned cooperative. Today we operate eight convenience stores, three agronomy plants and a feed mill. Anyone can become a member or shop at our cooperative. Each year, our earnings go back to our member customers; the last few years we've returned over \$1,000,000 annually.

Thank you for your consideration. We're proud of our store on Concord Street in South St. Paul. Similarly, we also hope to operate a very nice store on 57<sup>th</sup> Street, that both Inver Grove Heights and River Country Cooperative can be proud of.

Sincerely,

Kevin G. Sexton

# SITE DEVELOPMENT PLANS

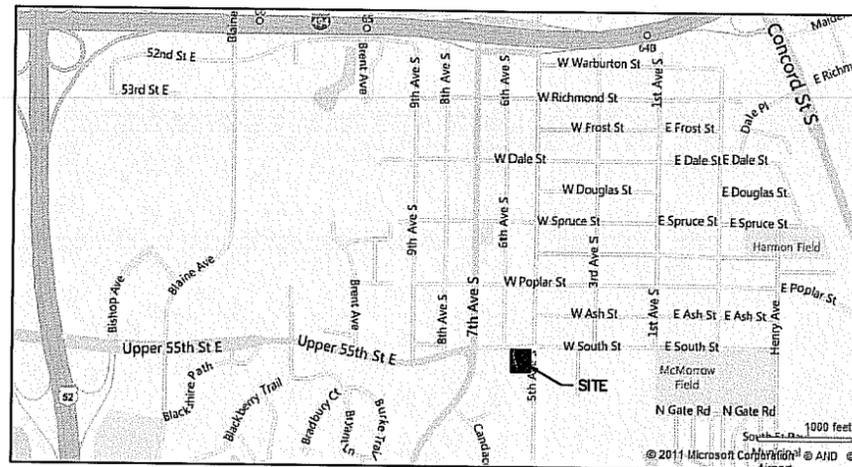
# RIVER COUNTRY COOPERATIVE

# INVER GROVE HEIGHTS, MN

## 3240 57th STREET E.

### GENERAL NOTES:

- A. TOPOGRAPHIC BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY, AS A CONTRACTOR TO THE SELLER/OWNER:  
CORNERSTONE LAND SURVEYING, INC  
200 E. CHESTNUT ST. SUITE 8100  
STILLWATER, MN 55082  
PHONE 651-275-8999  
FAX 651-275-8976  
CEI ENGINEERING AND ITS ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS OR OMISSIONS RESULTING FROM SURVEY INACCURACIES.
- B. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER / DEVELOPER SITE WORK SPECIFICATIONS.
- C. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.
- D. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- E. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- F. **WARRANTY/DISCLAIMER:** THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.
- G. **SAFETY NOTICE TO CONTRACTOR:** IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.
- H. ALL CONSTRUCTION IN STATE HIGHWAY DEPARTMENT RIGHT-OF-WAY SHALL BE COORDINATED WITH THE HIGHWAY DEPARTMENT RESIDENT ENGINEER.
- I. **WETLANDS NOTE:** ANY DEVELOPMENT, EXCAVATION, CONSTRUCTION, OR FILLING IN A U.S. CORPS OF ENGINEERS DESIGNATED WETLAND IS SUBJECT TO LOCAL, STATE AND FEDERAL APPROVALS. THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS AND/OR RESTRICTIONS AND ANY VIOLATION WILL BE SUBJECT TO FEDERAL PENALTY. THE CONTRACTOR SHALL HOLD THE OWNER/DEVELOPER, THE ENGINEER AND THE LOCAL GOVERNING AGENCIES HARMLESS AGAINST SUCH VIOLATION.



**Vicinity Map**

Not to Scale

### PLAN INDEX:

C1	COVER SHEET
C2	DEMOLITION PLAN
C3	SITE PLAN
C4	GRADING AND EROSION CONTROL PLAN
C5	LANDSCAPE PLAN
C6	CONSTRUCTION DETAILS

### RESOURCE LIST:

- |   |  |
|---|--|
| <p><b>OWNER</b><br/>RIVER COUNTRY COOPERATIVE<br/>425 CLINTON AVENUE<br/>SOUTH ST. PAUL, MN 55075<br/>PHONE: (651) 451-1151<br/>TOM BOLAND - STORE OPERATIONS MGR.</p> <p><b>OWNER/ARCHITECT</b><br/>CREV DESIGN<br/>57182 NORRISH ROAD<br/>EAU CLAIRE, MN 54701<br/>PHONE: (715) 838-8988<br/>STEVE CREVISTON</p> <p><b>CIVIL ENGINEER</b><br/>CEI ENGINEERING ASSOCIATES, INC.<br/>2277 WEST HIGHWAY 36, SUITE 200<br/>ROSEVILLE, MN 55113<br/>PHONE: (651) 697-0800<br/>ALAN CATCHPOOL, PE, CPESC</p> <p><b>BUILDER/CONTRACTOR</b><br/>HOEFT BUILDERS, INC.<br/>310 PINNACLE WAY, SUITE 301<br/>EAU CLAIRE, WI 54701<br/>PHONE: (715) 833-1761<br/>PETER HOEFT</p> | <p><b>COMMUNITY DEVELOPMENT DIRECTOR</b><br/>CITY OF INVER GROVE HEIGHTS<br/>8150 BARBARA AVE.<br/>INVER GROVE HEIGHTS, MN 55077<br/>PHONE: (651) 450-2546<br/>THOMAS LINK</p> <p><b>CITY ENGINEER</b><br/>CITY OF INVER GROVE HEIGHTS<br/>8150 BARBARA AVE.<br/>INVER GROVE HEIGHTS, MN 55077<br/>PHONE: (651) 450-2572<br/>TOM KALDUNSKI</p> <p><b>CITY PLANNER</b><br/>CITY OF INVER GROVE HEIGHTS<br/>8150 BARBARA AVE.<br/>INVER GROVE HEIGHTS, MN 55077<br/>PHONE: (651) 450-2554<br/>ALLAN HUNTING, AICP</p> <p><b>CHIEF BUILDING OFFICIAL</b><br/>CITY OF INVER GROVE HEIGHTS<br/>8150 BARBARA AVE.<br/>INVER GROVE HEIGHTS, MN 55077<br/>PHONE: (651) 450-2549<br/>FRANKLIN MARTIN</p> <p><b>PUBLIC WORKS DIRECTOR</b><br/>CITY OF INVER GROVE HEIGHTS<br/>8150 BARBARA AVE.<br/>INVER GROVE HEIGHTS, MN 55077<br/>PHONE: (651) 450-2571<br/>SCOTT THUREEN</p> <p><b>FIRE MARSHAL</b><br/>CITY OF INVER GROVE HEIGHTS<br/>8150 BARBARA AVE.<br/>INVER GROVE HEIGHTS, MN 55077<br/>PHONE: (651) 450-2547<br/>JEFF SCHADEGG</p> |
|---|--|

### APPROVED

### DATE

PLAN REVIEW COMMITTEE	2-23-11
CITY OF INVER GROVE HEIGHTS PLANNING COMMISSION	3-15-11
CITY OF INVER GROVE HEIGHTS CITY COUNCIL	3-28-11



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Roseville, MN 55113 FAX (651)697-0804

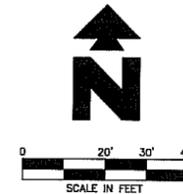
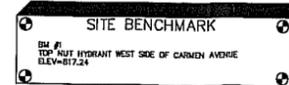
### FLOOD CERTIFICATION:

THIS SITE AS SHOWN IS IN THE "ZONE C" DESIGNATED FLOOD AREA (AREA OF MINIMAL FLOODING) AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 2701060005B, FOR THE CITY OF INVER GROVE HEIGHTS, EFFECTIVE DATE AUGUST 1, 1980.

ARKANSAS\*CALIFORNIA\*GEORGIA\*MINNESOTA\*PENNSYLVANIA\*TEXAS



JOB NO: 26706	
DWG NAME: 26706-PR1	
DATE	SHEET NO.
3/29/11	1 OF 6
12:42 PM	
REV1	



NOTE:  
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

PARKING STATUS			
	# OF NOZZLES	SPACES REQUIRED	SPACES PROVIDED
RCC	12	12	18

ACCESSIBLE PARKING			
	REQUIRED	PROVIDED	
VAN PARKING	1	1	PROVIDED
ACCESSIBLE PARKING	0	0	PROVIDED
TOTAL	1	1	PROVIDED

AREA CALCULATIONS	
TOTAL AREA	1.01 ACRES (43,844 S.F.)
NON-RIGHT OF WAY AREA	0.66 ACRES (28,616 S.F.)
RIGHT OF WAY AREA	0.35 ACRES (15,224 S.F.)
PERVIOUS AREA (W/O ROW)	17.5% (4,998 S.F.)
IMPERVIOUS AREA (W/O ROW)	82.5% (23,618 S.F.)

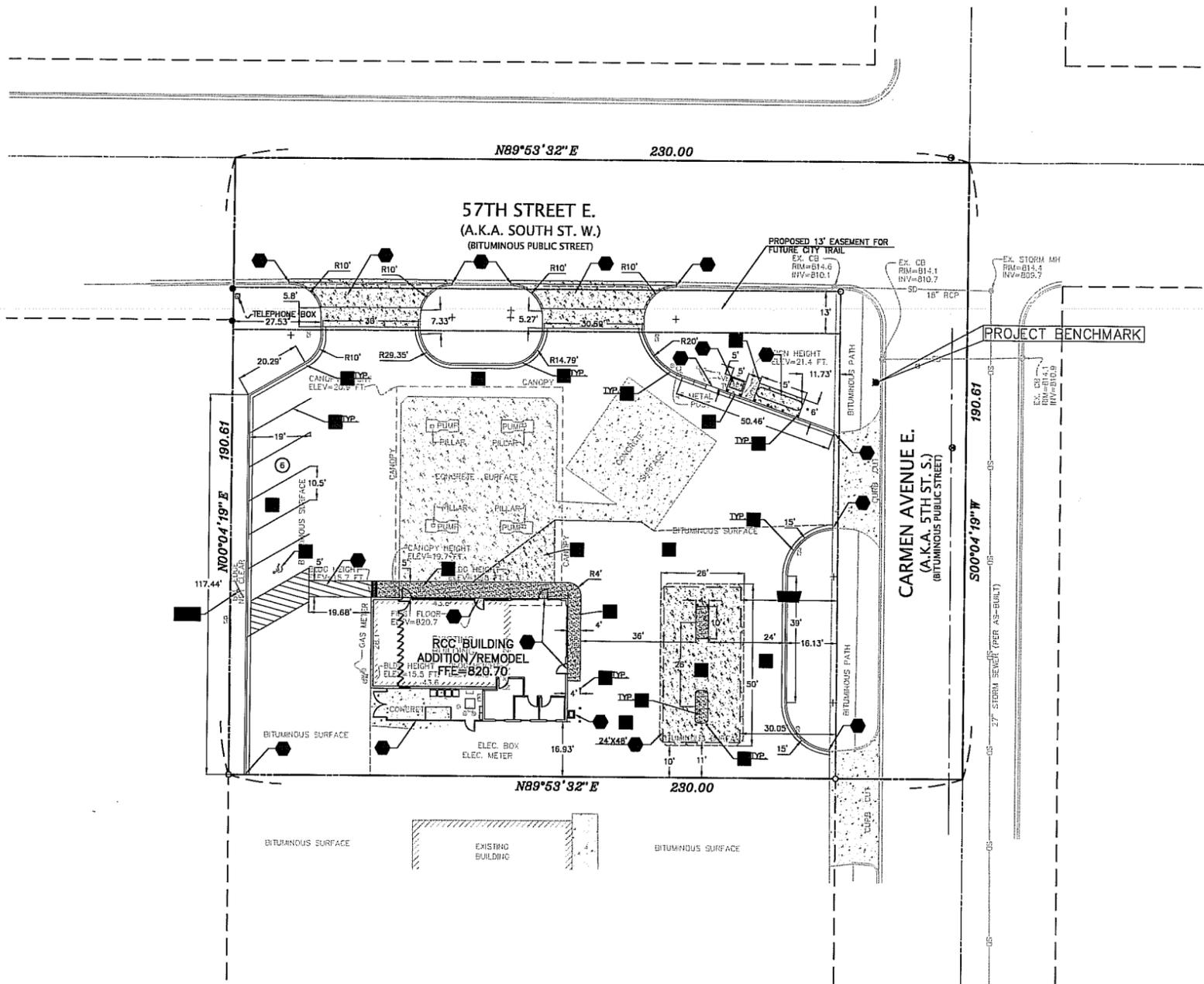
- EXISTING
- DENOTES FOUND MONUMENT AS MARKED
  - DENOTES FOUND MONUMENT SET
  - ⊕ WELL
  - ⊕ WATER VALVES
  - ⊕ HYDRANT
  - ⊕ CATCH BASIN/STORM MH
  - ⊕ CULVERT/F.E.S.
  - ⊕ SANITARY MANHOLE
  - ⊕ SANITARY CLEAN OUT
  - ⊕ SIGN
  - ⊕ UTILITY POLE
  - ⊕ LIGHT POLE
  - ⊕ HAND HOLE
  - ⊕ TELE/ELEC BOX
  - ⊕ GAS METER
  - ⊕ GAS VALVE
  - ELECTRIC LINE
  - TELEPHONE LINE
  - FIBER OPTIC LINE
  - WATER LINE
  - STORM SEWER LINE
  - SANITARY SEWER LINE
  - FENCE
  - CURB

- PROPOSED
- BOUNDARY LINE
  - RIGHT OF WAY LINE
  - CONCRETE CURB AND GUTTER. SEE DETAIL 1A
  - ⊕ PROPOSED PARKING SPACES
  - ⊕ LIMITS OF SIDEWALKS AND CONCRETE APRONS (PER ARCH. PLANS)

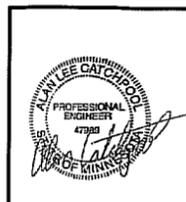
- GENERAL SITE NOTES
- A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
  - B. ALL CURB RETURN RADII SHALL BE 2' OR 10', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
  - C. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS:
    - ALL CURB AND GUTTER ADJACENT TO ASPHALT PAVING SHALL BE INSTALLED PER DETAIL 1A.
    - ALL PARKING LOT STRIPING INCLUDING ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED PER CITY STANDARDS.
  - D. ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F.
  - E. ALL ACCESSIBLE PARKING STALLS SHALL HAVE SIGNAGE INSTALLED PER DETAIL 9S.
  - F. A PRECONSTRUCTION MEETING WITH THE CITY ENGINEERING DIVISION IS REQUIRED PRIOR TO SITE DISTURBANCE.
  - G. THE OWNER SHALL PROVIDE A CERTIFICATION LETTER AND AS-BUILT SURVEY PRIOR TO ISSUANCE OF BUILDING OCCUPANCY PERMIT.

- SITE NOTES
- 2E TRASH DUMPSTER ENCLOSURE (PER ARCH. PLANS)
  - 4B EXIT PORCH (PER ARCH. PLANS)
  - 6B OVERHEAD CANOPY - (TYP. PER ARCH. PLANS)
  - 12C 4 INCH WIDE PAINTED WHITE STRIPES, 2.0 FOOT O.C. @ 45 DEGREES SEE SIZE INDICATED AT SYMBOL
  - 21A TAPER CURB TO MATCH EXISTING CURB
  - 21B TAPER CURB FROM 8 INCHES TO 0 INCHES OVER 2 FEET
  - 70A PROPOSED 1,000 GALLON LP FILL TANK
  - 70B DOG HOUSE FOR LP FILL LINE
  - 70C RAIN GARDEN CURB CUT WITH TAPERS PER CITY OF IGH DETAIL PLATE NO. STM-13
  - 70D FREE STANDING AIR SYSTEM (PER ARCH. PLANS)
  - 70E NON RESIDENTIAL DRIVEWAY WITH SIDEWALK PER CITY OF IGH DETAIL PLATE NO. STR-09

- SITE DETAILS
- 1A TYPE A CONCRETE CURB AND GUTTER
  - 3K CONCRETE SIDEWALK
  - 5A GUARD POST (SINGLE)
  - 8A STANDARD DUTY ASPHALT PAVING
  - 8C HEAVY DUTY CONCRETE PAVING
  - 9A 60 DEGREE PARKING SPACE STRIPING
  - 9S ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN
  - 9U ACCESSIBLE PARKING SYMBOL (SEE PAINT COLOR INDICATED AT SYMBOL)
  - 12F SIGN BASE



JOB # 2222 DRAWING: 26706-Proj.dwg LAST SAVED BY: ACATCHPOOL



INITIAL DESIGN	3/28/11	ALC	ALC	ALC	ALC
DATE	PRN	PM	DES	DRW	
<b>RIVER COUNTRY COOPERATIVE</b>					
<b>Engineering Associates, Inc.</b>					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
2277 West Highway 36, Suite 200 Roseville, MN 55113			(651)697-0800 (651)697-0804		
<b>SITE PLAN</b> 3240 57th STREET E. INVER GROVE HEIGHTS, MN				DATE 3/29/11 12:42 PM REVI	SHEET NO. C3 of 6

**STORMWATER RUNOFF SUMMARY:**

TOTAL PROPERTY AREA W/O ROW = ±0.66 ACRES OR 28,616 SF  
 TOTAL DISTURBED AREA = ±0.30 ACRES < 1.00 THEREFORE AN NOI PERMIT WILL NOT BE REQUIRED.

**1. ON-SITE AREAS & RUNOFF COEFFICIENTS:**

**PRE-DEVELOPMENT**  
 DRAINAGE AREA = 0.66 ACRES  
 PERVIOUS AREA = 0.11 ACRES  
 PERVIOUS "c" ASSUMED = 0.39  
 IMPERVIOUS AREA = 0.55 ACRES  
 IMPERVIOUS "c" ASSUMED = 0.98  
 COMPOSITE "c" = 0.88

**POST-DEVELOPMENT**  
 DRAINAGE AREA = 0.66 ACRES  
 PERVIOUS AREA = 0.11 ACRES  
 PERVIOUS "c" ASSUMED = 0.39  
 IMPERVIOUS AREA = 0.55 ACRES  
 IMPERVIOUS "c" ASSUMED = 0.98  
 COMPOSITE "c" = 0.88

**2. EXISTING SITE DISCHARGE RATES FOR 2-YR, 10-YR & 100-YR STORM EVENT:**

Flow (cfs)	Flow (cfs)	Flow (cfs)
Opre(2):	Opre(10):	Opre(100):
1.95	3.36	5.18

**3. PROPOSED SITE DISCHARGE RATES FOR 2-YR, 10-YR & 100-YR STORM EVENT:**

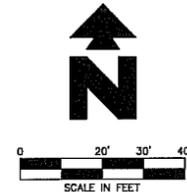
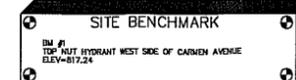
Flow (cfs)	Flow (cfs)	Flow (cfs)
Oproposed(2):	Oproposed(10):	Oproposed(100):
1.95	3.36	5.18

**4. SUMMARY:**

THE PROPOSED SITE PEAK DISCHARGE RATES WILL BE EQUAL TO THE EXISTING CONDITION RATES. STORM WATER WILL SHEET DRAIN OFF THE SITE SIMILAR TO EXISTING CONDITIONS. NO ADVERSE IMPACTS TO THE ADJACENT PROPERTIES AND/OR R.O.W. ARE ANTICIPATED DUE TO THIS PROJECT.

**RAIN GARDEN SUMMARY:**

RAIN GARDEN IN NE CORNER OF PROPERTY WILL HANDLE IMPERVIOUS SURFACE RUNOFF FROM THE 0.5" STORM OR APPROXIMATELY 617 C.F. OF VOLUME.



**GENERAL EROSION NOTES**

- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA, EMPLOYEE BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS AND TOILET FACILITIES. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN THESE MATERIALS AND STORM WATER THAT IS DISCHARGED FROM THE SITE.
- MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLotation BOOMS TO CONTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- NO RUBBISH, TRASH, CARBAGE OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN SHALL BE INITIATED PRIOR TO THE START OF CONSTRUCTION.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE LANDSCAPING PLAN.
- IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER.
- ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS.
- IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.

**MAINTENANCE**  
 ALL MEASURES STATED ON THIS PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT, AND SHOULD BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

- INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR SHALL BE REPLACED IF THEY SHOW SIGNS OF DETERIORATION.
- ALL SEEDED/SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEDED AS NEEDED.

**SEQUENCE OF CONSTRUCTION:**

- INSTALL INLET PROTECTION.
- DEMO SITE AS NEEDED.
- START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
- TEMPORARILY SEED DENuded AREAS.
- INSTALL UTILITIES, CURBS AND GUTTERS.
- PREPARE SITE FOR PAVING.
- PAVE SITE.
- COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).

**EXISTING**

- DENOTES FOUND MONUMENT AS MARKED
- DENOTES FOUND MONUMENT SET
- WELL
- WATER VALVES
- HYDRANT
- CATCH BASIN/STORM MH
- CULVERT/P.E.S.
- SANITARY MANHOLE
- SANITARY CLEAN OUT
- SIGN
- UTILITY POLE
- LIGHT POLE
- HAND HOLE
- TELE/ELEC BOX
- GAS METER
- GAS VALVE
- ELECTRIC LINE
- TELEPHONE LINE
- FIBER OPTIC LINE
- WATER LINE
- STORM SEWER LINE
- SANITARY SEWER LINE
- FENCE
- CURB

**PROPOSED**

- BOUNDARY LINE
- RIGHT OF WAY LINE
- GRADE BREAK
- XXX— CONTOUR ELEVATIONS
- XX.XX SPOT ELEVATIONS:  
 TC = TOP OF CURB  
 C = CENTER  
 FG = FINISHED GRADE

**GENERAL GRADING NOTES**

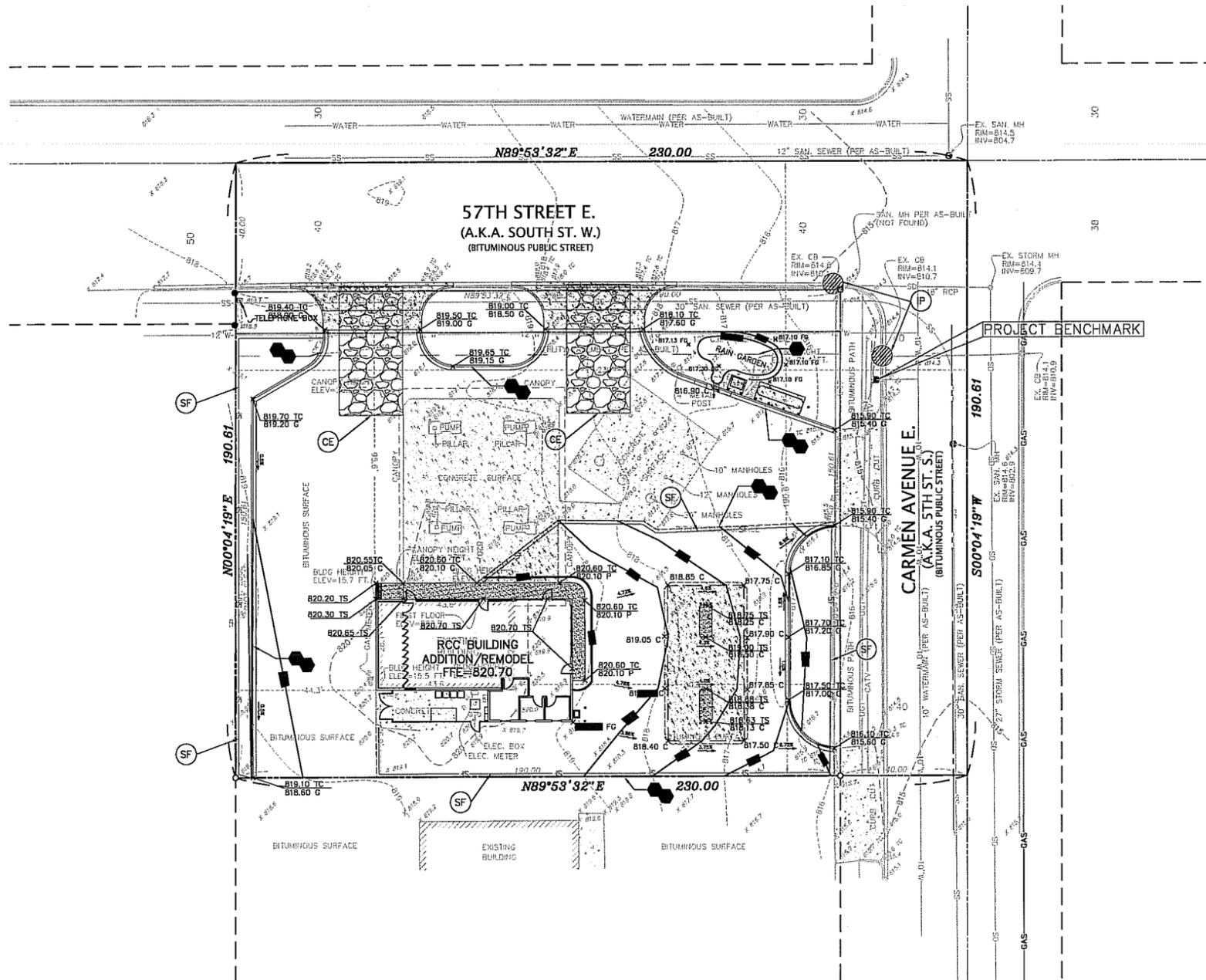
- PRIOR TO INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF DESIGN CONFLICTS.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND 4" OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL APPROVED BY THE OWNER. AS NEEDED, THE AREA SHALL THEN BE SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS.
- ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.

**GRADING NOTES**

- 180 MATCH EXISTING PAVEMENT ELEVATIONS
- 516 LIMITS OF SAWCUT AND PAVEMENT REMOVAL
- 73A CURB SIDE RAIN GARDEN, 6" DEEP WITH 18" OF ENGINEERED SOILS, PER CITY OF IGH DETAIL PLATE NO. STM-14

**GRADING DETAILS**

- IP TEMPORARY INLET PROTECTION PER CITY OF IGH DETAIL PLATE NO. EC-04 (SEDIMENT FILTER SACK)
- SF TEMPORARY SILT FENCE PER CITY OF IGH DETAIL PLATE NO. EC-02
- CE TEMPORARY STONE CONSTRUCTION ENTRANCE PER CITY OF IGH DETAIL PLATE NO. EC-03



JOB # 25705-PROJ-ENG LAST SAVED BY: ACATCHPOOL

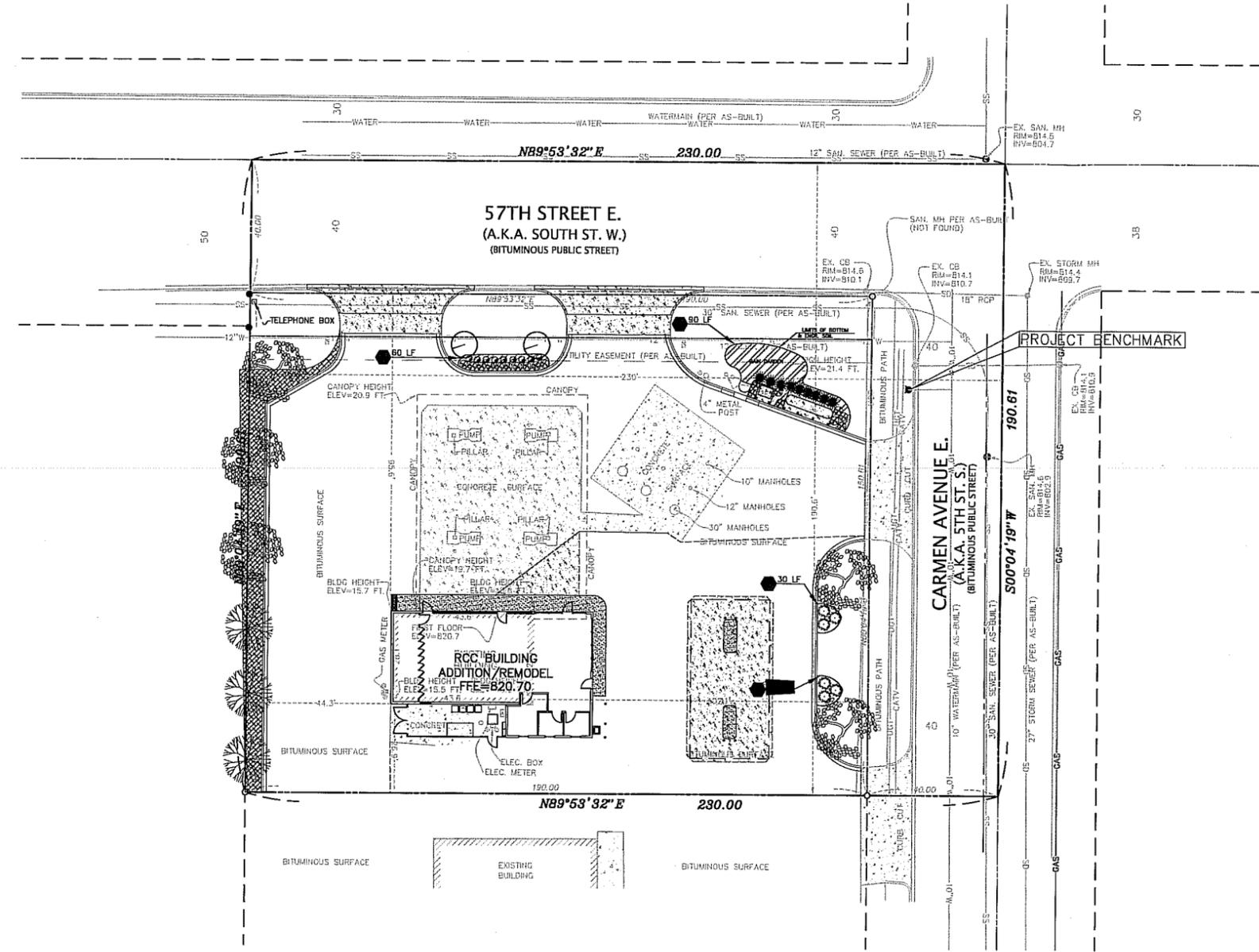
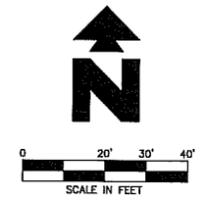
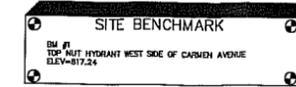
INITIAL DESIGN	3/28/11	ALC	ALC	ALC	ALC
DATE	PRN	PM	DES	DRW	

**RIVER COUNTRY COOPERATIVE**  
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2277 West Highway 36, Suite 200  
 Roseville, MN 55113  
 (651)697-0800  
 (651)697-0804



<b>GRADING AND EROSION</b> 3240 57th STREET E. INVER GROVE HEIGHTS MN	DATE 3/29/11 12:42 PM REV1	SHEET NO. C40F 6
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**CITY LANDSCAPE STANDARDS**

- ONE TREE PER FIFTY (50) LINEAL FEET OF SITE PERIMETER.
- AN EQUIVALENT OF UP TO 50% OF THE REQUIRED NUMBER OF OVERSTORY TREES MAY BE CREATED THROUGH THE USE OF OVERSTORY TREES IN COMBINATION WITH OTHER LANDSCAPE DESIGN ELEMENTS AT A RATIO OF (5) SHRUBS TO ONE OVERSTORY TREE AND/OR (2) ORNAMENTAL TREES TO ONE OVERSTORY TREE. IN NO CASE SHALL THE NUMBER OF OVERSTORY TREES BE LESS THAN (50%) OF THE APPROPRIATE FORMULA.
- MINIMUM SIZES:**  
 DECIDUOUS TREES - 2.5" IN DIAMETER MEASURED 3' ABOVE GROUND  
 CONIFEROUS TREES - 6" IN HEIGHT  
 ORNAMENTAL TREES - 1.5" IN DIAMETER MEASURED 3' ABOVE GROUND  
 DECIDUOUS SHRUBS - 2' IN HEIGHT  
 EVERGREEN SHRUBS - 2' IN HEIGHT OR 2' WIDTH, WHICHEVER APPLIES
- PARKING LOT LANDSCAPING:**  
 (1) TREE PER EVERY (10) PARKING SPACES
- WARRANTY FOR LANDSCAPE MATERIALS:**  
 PROOF OF A 2 YEAR WARRANTY FOR THE LANDSCAPE MATERIALS FROM THE PROVIDER OF THE LANDSCAPE MATERIALS, OR AN ALTERNATE GUARANTEE FOUND ACCEPTABLE TO THE ZONING ADMINISTRATOR, SHALL BE SUBMITTED TO THE CITY. SAID WARRANTY OR ALTERNATE GUARANTEE SHALL BE SUBMITTED TO THE CITY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE PROPERTY.

**LANDSCAPING REQUIRED:**  
 SITE PERIMETER = 681' / 50' = (14) TREES REQUIRED  
 PARKING LOT LANDSCAPING = 18 STALLS = (2) TREES REQUIRED

**LANDSCAPING PROVIDED:**  
 OVERSTORY TREES = (8) TREES  
 ORNAMENTAL TREES = (2) = (1) OVERSTORY TREES  
 SHRUBS = (42) = (7) OVERSTORY TREES

**EXISTING**

○ DENOTES FOUND MONUMENT AS MARKED	□ TELE/ELEC BOX
○ DENOTES FOUND MONUMENT SET	□ GAS METER
○ WELL	□ GAS VALVE
○ WATER VALVES	— ELECTRIC LINE
○ HYDRANT	— TELEPHONE LINE
○ CATCH BASIN/STORM MH	— FIBER OPTIC LINE
○ CULVERT/F.E.S.	— WATER LINE
○ SANITARY MANHOLE	— STORM SEWER LINE
○ SANITARY CLEAN OUT	— SANITARY SEWER LINE
○ SIGN	— FENCE
○ UTILITY POLE	— CURB
○ LIGHT POLE	
○ HAND HOLE	

**PROPOSED**

—	BOUNDARY LINE
—	RIGHT OF WAY LINE
▨	3" DOUBLE SHREDDED HARDWOOD MULCH AREA
▩	4" TOPSOIL AND SODDED AREA
○	TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)

**GENERAL LANDSCAPE NOTES**

- LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE LANDSCAPE CONSTRUCTION BEGINS.
- NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING.
- ALL DISTURBED AREAS AS DESIGNATED ON THE GRADING PLAN SHALL BE SODDED.
- FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER MANUFACTURERS SPECIFIED APPLICATION RATES.
- CEDAR MULCH SHALL BE USED AS A FOUR INCH (4") TOP DRESSING IN ALL PLANT BEDS AND AROUND ALL TREES. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND (SEE PLANTING DETAILS).

**LANDSCAPE DETAILS**

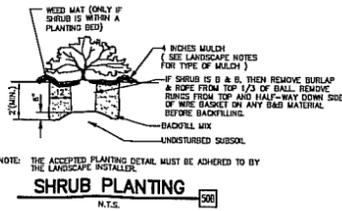
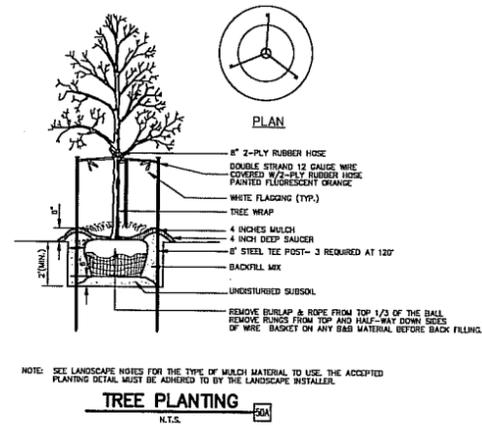
○	TREE PLANTING (TYP.)
○	SHRUB PLANTING (TYP.)

**LANDSCAPE NOTES**

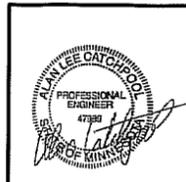
○	6" POLYETHYLENE EDGING.
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**PLANT LIST**

KEY	QTY	COMMON NAME/ BOTANICAL NAME	ROOT	SIZE	REMARKS
RM	5	RED MAPLE <i>Acer rubrum</i>	BAB	2.5" CAL.	PLANT AS SHOWN
WP	3	WHITE PINE <i>Pinus strobus</i>	BAB	2.5" CAL.	PLANT AS SHOWN
PF	2	PRAIRIE FIRE CRABAPPLE <i>Malus 'Prairie Fire'</i>	BAB	1.5" CAL.	PLANT AS SHOWN
BB	8	BURNING BUSH <i>Euroyonemus alatus Compactus</i>	CONT.	2 GAL.	MIN. 2' TALL
GS	8	GOLDMOUND SPIREA <i>Spiraea x 'Goldmound'</i>	CONT.	2 GAL.	MIN. 2' TALL
RG	8	ROSE CLOW BARBERRY <i>Berberis thunbergii</i>	CONT.	2 GAL.	MIN. 2' TALL
JA	18	JUNEPER ANDORRA <i>Juniperus 'Andorra compacta'</i>		2 GAL.	MIN. 2' TALL



JOB # 11111 DRAWING: 25705-Prop.dwg LAST SAVED BY: ACATCHPOOL



INITIAL DESIGN	3/28/11	ALC	ALC	ALC	ALC
DATE	PRN	PM	DES	DRW	

**RIVER COUNTRY COOPERATIVE**  
**CEI Engineering Associates, Inc.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

2277 West Highway 36, Suite 200  
 Roseville, MN 55113 (651)697-0800  
 (651)697-0804

**LANDSCAPE PLAN**  
 3240 57th STREET E.  
 INNER GROVE HEIGHTS MN

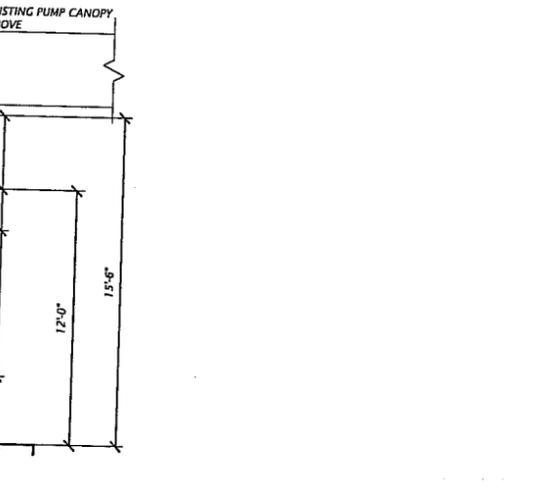
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SHEET NO. CS0f 6

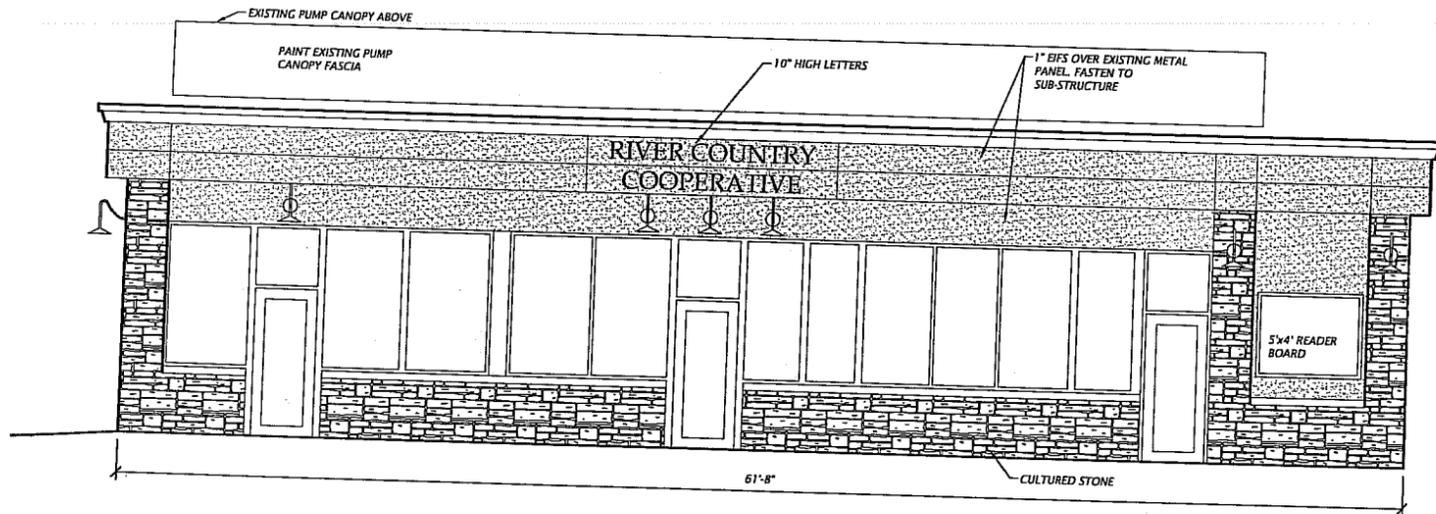
© CEI ENGINEERING ASSOCIATES, INC.



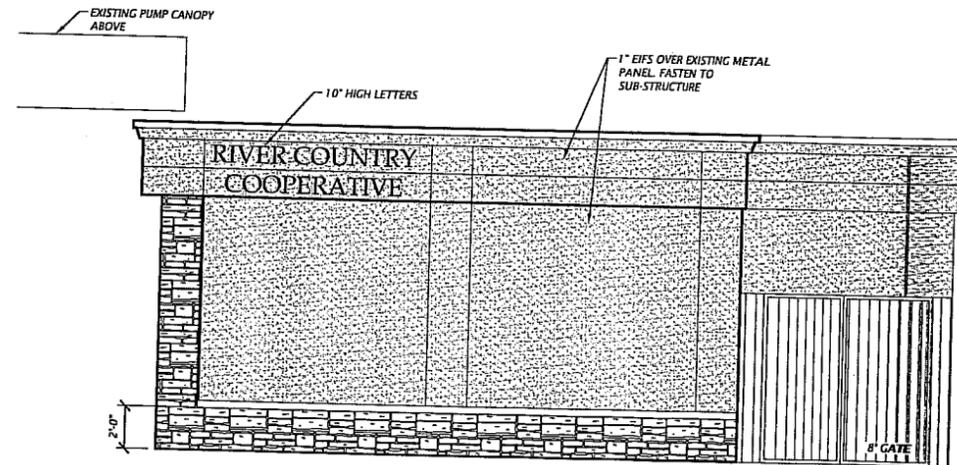
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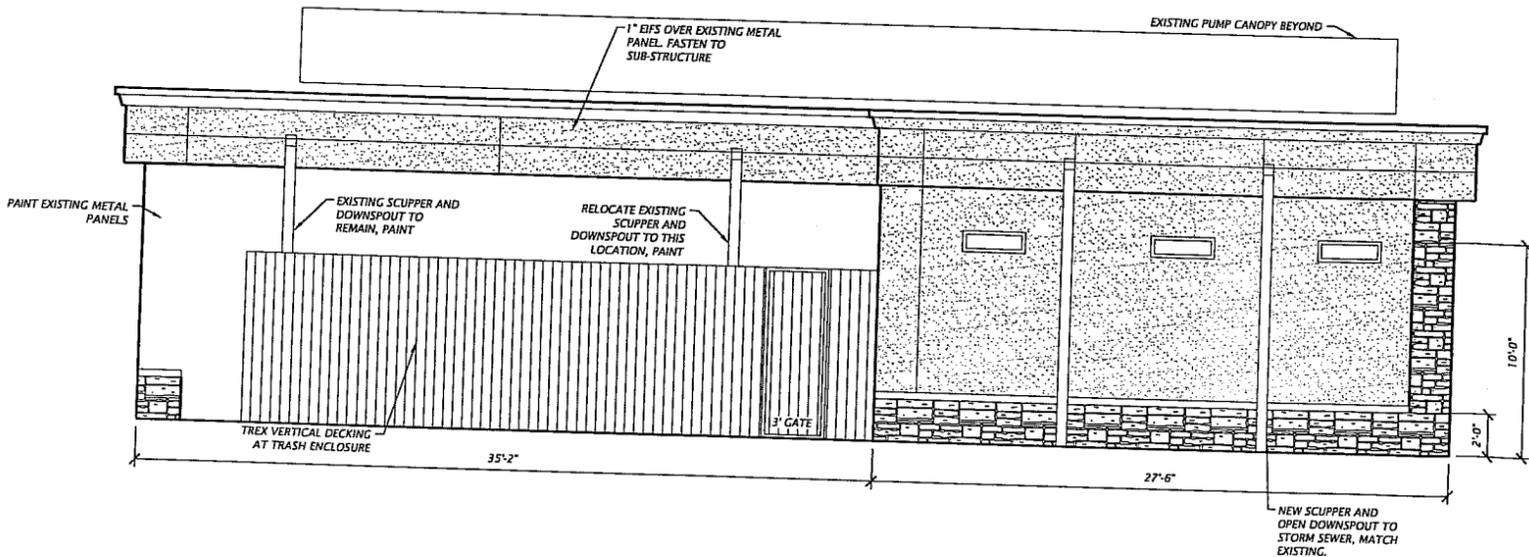
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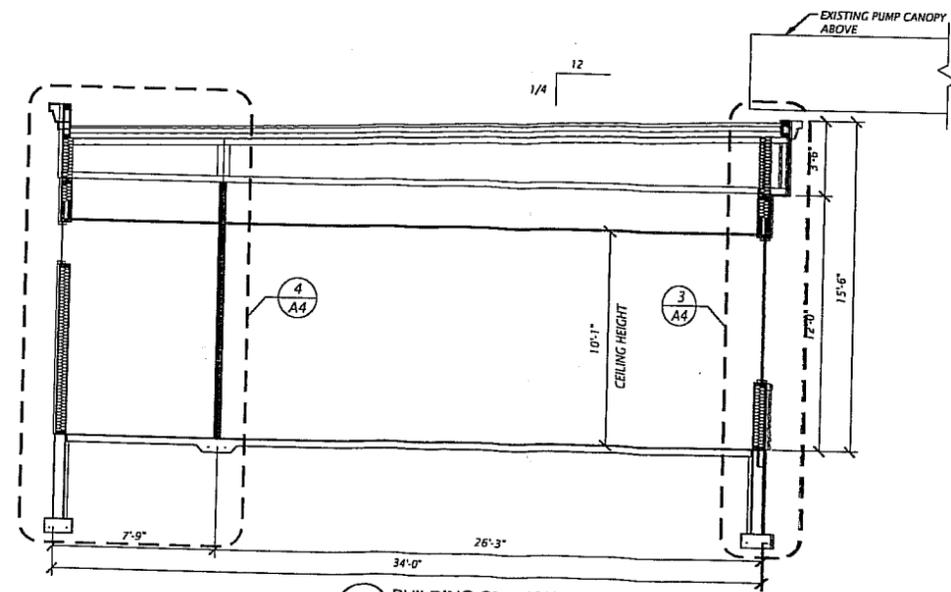
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1/4" = 1'-0"



4 WEST ELEVATION  
1/4" = 1'-0"



5 SOUTH ELEVATION  
1/4" = 1'-0"



6 BUILDING SECTION  
1/4" = 1'-0"

ARCHITECT OF RECORD:  
ROBERT D. JOHNSON ARCHITECT  
3003 WOODHAVEN ROAD EAU CLAIRE, WI 54703  
715.833.2226 FAX 715.833.2209

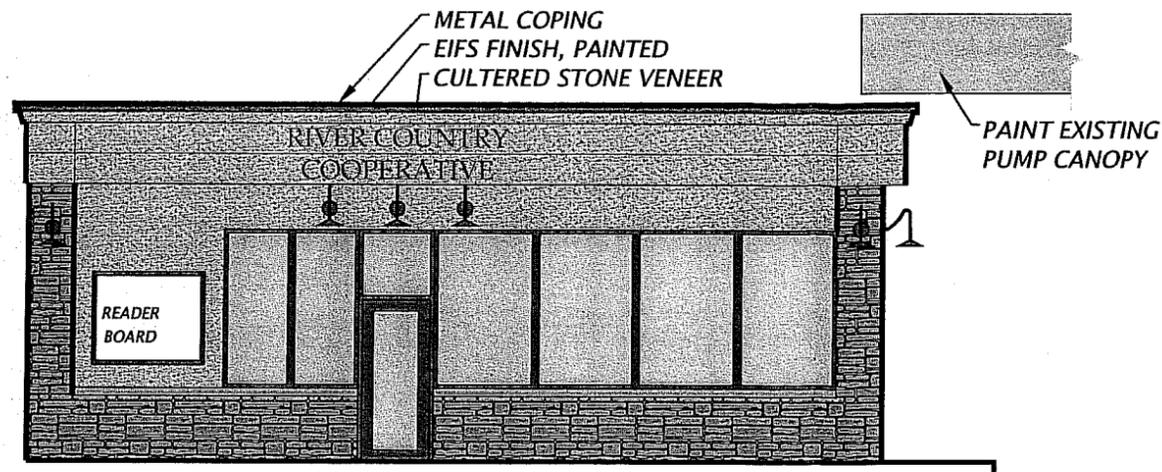
Robert Johnson, 15192  
I hereby certify that this plan,  
specification, contract documents,  
or any part thereof, was prepared  
by me or under my direct supervision  
and that I am a duly Licensed  
Architect under the laws of the State  
of Wisconsin.

PREPARED BY:  
STEVE CREVISTON,  
ARCHITECT  
715-838-8988 or 715-577-1632  
stevecreviston@hotmail.com

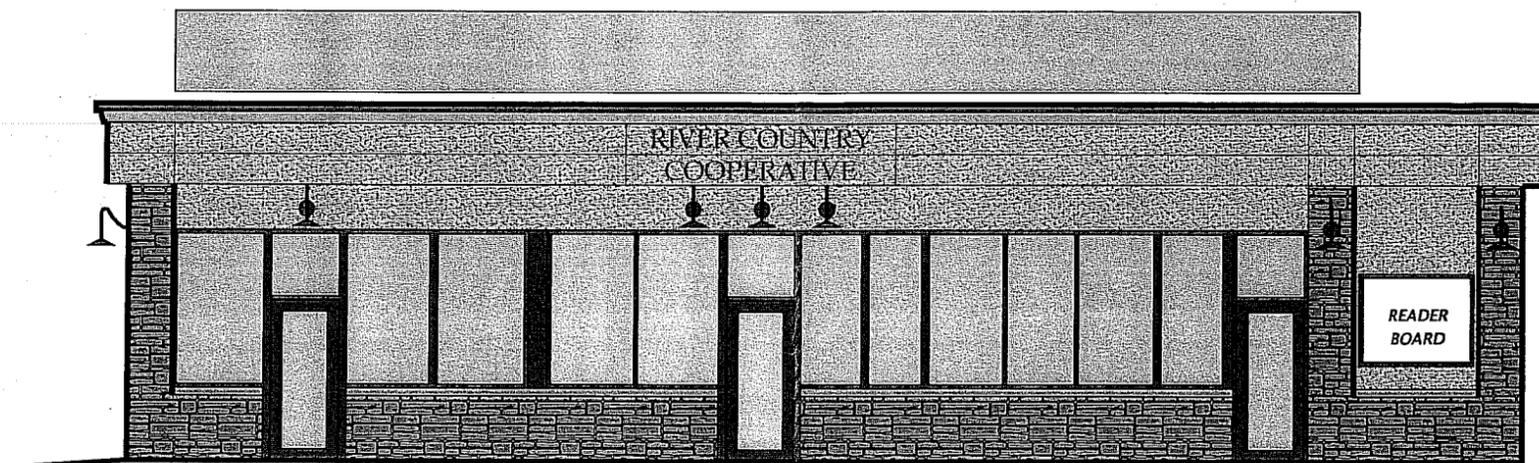
RIVER COUNTRY CO-OP  
3240 57TH STREET EAST  
INVER GROVE HEIGHTS, MN

ELEVATIONS AND  
BUILDING SECTION

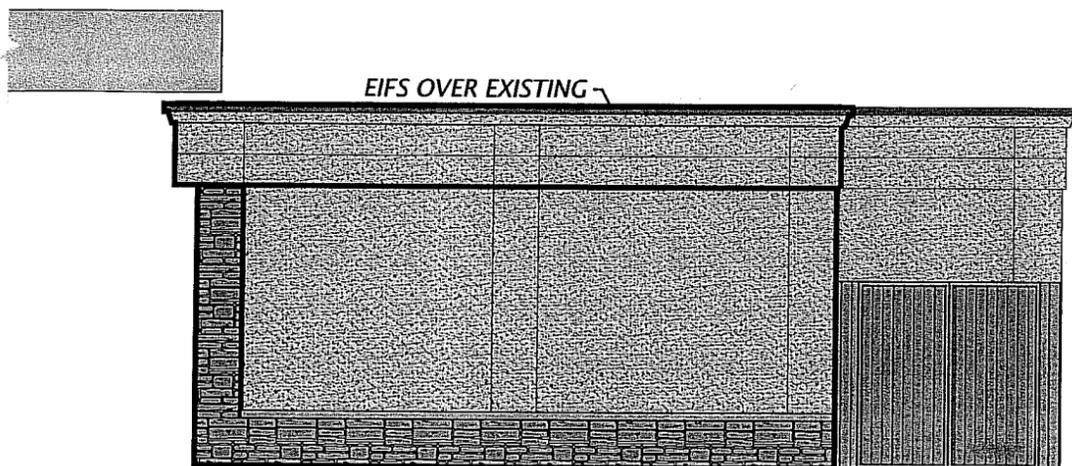
3-7-11  
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REV SET



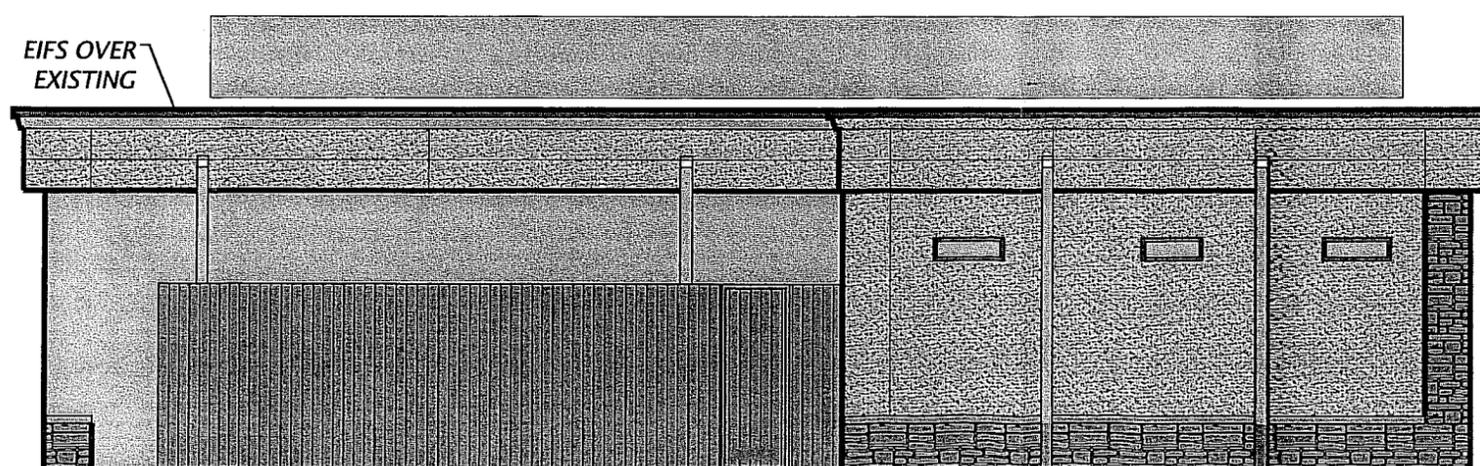
1 EAST ELEVATION  
1/8" = 1'-0"



2 NORTH ELEVATION  
1/8" = 1'-0"



3 WEST ELEVATION  
1/8" = 1'-0"



4 SOUTH ELEVATION  
1/8" = 1'-0"

CREV DESIGN - STEVE CREVISTON  
ARCHITECT

S7182 Norrish Road, Eau Claire, WI 54701  
PH: 715-838-8988, CELL: 715-577-1632  
stevecreviston@hotmail.com

PROPOSED RIVER COUNTRY COOPERATIVE  
3240 57TH STREET E  
INVER GROVE HEIGHTS, MN

REVISIONS	CLR ELEV
	DATE: 3-7-11
	JOB #: 10-041
	DRAWN BY: SGC

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Resolution Receiving Amended Feasibility Study, Scheduling Public Hearing and Authorizing Preparation of Plans and Specifications for City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave from Upper 55th Street to 50th Street**

Meeting Date: April 11, 2011  
Item Type: Regular  
Contact: Thomas J. Kaldunski, 651.450.2572  
Prepared by: Thomas J. Kaldunski, City Engineer  
Reviewed by: Scott D. Thureen, Public Works Director

*SDT*

	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Utility Funds, Special Assessments

**PURPOSE/ACTION REQUESTED**

Approve Resolution Receiving Amended Feasibility Study, Scheduling Public Hearing and Authorizing Preparation of Plans and Specifications for City Project No. 2010-09I – Blaine Avenue North Area Full Depth Mill and Repave from Upper 55th Street to 50th Street.

**SUMMARY**

The project was initiated by the City's Pavement Management Program (PMP) as approved by the City Council. On July 26, 2010 Council adopted a resolution establishing City Project No. 2010-09I and authorizing appraisal services in order to provide time for preliminary design and initiate cost participation negotiations and agreements with adjacent landowners. This segment of Blaine Avenue was in the original feasibility study for City Project No. 2010-09C which included segments of Blaine Avenue north and south of Upper 55th Street. The City constructed the south segment as City Project No. 2010-09C and the north segment was delayed to 2011. This feasibility study amendment updates the information for City Project No. 2010-09I – Blaine Avenue North Area.

Blaine Avenue was constructed in 1986. The average projected pavement condition index (PCI) is approximately 42 out of a possible 100, according to a 2010 pavement evaluation. The street pavement is stressed and has significant and irreparable block cracking. In addition, a portion of concrete sidewalk near Upper 55<sup>th</sup> Street, along Gerten's property, has been damaged from Gerten's equipment while performing maintenance activity at their sign at Upper 55th and Blaine Avenue. Gertens is responsible for this sidewalk via an agreement executed with the City. In 2010, Braun Intertec completed borings and field review of the street and sidewalk. The geotechnical expert recommends full depth replacement of the street pavement (gravel, subgrade and curb to remain in-place) and replacing the damaged sidewalk with an eight-foot bituminous trail. The complete Braun Intertec Geotechnical Report is available in the Engineering Division files. In addition, improvements will be made to the crosswalk on Blaine Avenue in accordance with required state-aid standards and the MN Manual on Uniform Traffic Control Devices. A center median will be installed to allow for pedestrian safety and ease of City maintenance activities.

At Council's direction, engineering staff has been in discussions with Gertens to address their responsibilities for the street and sidewalk improvements. Gertens has verbally agreed to participate in the project costs and requested the project be completed, if constructed this year, by mid-September of 2011. An agreement is being drafted by the office of the City Attorney. We anticipate having an agreement to present to the Council at the improvement hearing.

The total estimated project cost is approximately \$661,000 for this north section of Blaine Avenue including legal, engineering, administration, financing, and contingencies. Funding sources include the Pavement Management Fund, Utility Fund and special assessments.

I recommend approval of the resolution receiving feasibility study, scheduling public hearing and authorizing preparation of plans and specifications for City Project No. 2010-09I – Blaine Avenue North Area Full Depth Mill and Repave. The Council should also re-authorize the preparation of appraisals for this project.

TJK/kf  
Attachments: Resolution  
Feasibility Report

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

**RESOLUTION RECEIVING FEASIBILITY STUDY, SCHEDULING PUBLIC HEARING, AND AUTHORIZING  
PREPARATION OF PLANS AND SPECIFICATIONS FOR CITY PROJECT NO. 2010-09I – BLAINE AVENUE  
NORTH AREA (FROM UPPER 55TH STREET TO 50TH STREET) FULL DEPTH MILL AND REPAVE**

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

**WHEREAS**, a feasibility report has been prepared by the Public Works Director with reference to the 2010 Pavement Management Program for the following project:

**Project No.    Improvements**

2010-09I	Blaine Avenue (North Area)	Construct a full depth bituminous removal and replacement of Blaine Avenue to include a full street width full depth mill or reclamation, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, 2-inch bituminous base, 2-inch bituminous binder, 2-inch bituminous wear course, striping, sidewalk or pathway repair, and pedestrian ramps and center median at the crosswalk. On the east side of Blaine, from Upper 55 <sup>th</sup> Street to Blackburn Avenue, replace an existing 6-foot concrete sidewalk.
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**WHEREAS**, City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave is necessary, cost effective, and technically feasible at this time; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA THAT:** Said report is hereby received by the City Council of the City of Inver Grove Heights on April 11, 2011.

1. The City Council will consider City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$661,000.
2. A public hearing will be held on City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave at 7:30 p.m. on Monday, May 9, 2011 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
3. Staff is authorized to prepare final plans and specifications for City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave.
4. Staff is authorized to contract with a certified property appraiser to obtain assessment benefit for the project area of City Project No. 2010-09I Blaine Avenue (North Area) Full Depth Mill and Repave.

Adopted by the City Council of Inver Grove Heights this 11th day of April 2011.

AYES:

NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

# AMENDED FEASIBILITY REPORT

## 2010 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

### PROJECT NO. 2010-09I BLAINE AVENUE (NORTH AREA) FULL DEPTH MILL AND REPAVE PROJECT

**LOCATION:** Refer to Exhibit 1 project location.

Areas:

North: 50<sup>th</sup> Street to 1070 feet north of Upper 55<sup>th</sup> Street<sup>(1)</sup>

**IMPROVEMENT:** Construct a full depth bituminous removal and replacement of Blaine Avenue to include a full street width, full depth mill or reclamation, miscellaneous curb replacement, storm sewer casting adjustments, miscellaneous street repair, new pedestrian ramps, 2-inch bituminous base, 2-inch bituminous binder, and 2-inch bituminous wear course striping, sidewalk or pathway repair, and pedestrian ramps and a center median meeting MUTCD standards at the crosswalk. On the east side of Blaine, from Upper 55<sup>th</sup> Street to Blackburn Avenue, replace an existing six-foot concrete sidewalk.

**INITIATION:** City Council (Annual Pavement Management Program)

**PARCELS AFFECTED:** Refer to Exhibit 1

State right-of-way (52<sup>nd</sup> Street to 50<sup>th</sup> Street), 5 Planned Unit Development, and 4 Agricultural. Out of the 9 commercially used parcels, 5 are listed as "Green Acres" on the County Tax Records.

**ISSUES:** This feasibility report is an amendment of the feasibility report for City Project No. 2010-09C. That report is being amended because the Blaine Avenue project was split into a north area and a south area. The south area was built in 2010 as part of City Project No. 2010-09C; the north area will be built in 2011 as City Project No. 2010-09I. This project is part of the City's annual Pavement Management Program (PMP). Blaine Avenue was constructed in 1986. The average projected pavement condition index (PCI) is approximately 42 out of a possible 100, according to a 2010 pavement evaluation. In 2010, Braun Intertec took core samples in the street and sidewalk areas, analyzed them, and reported back to the City with recommendations. In addition, the Street Division and Engineering Division milled small samples of cracked areas of Blaine Avenue in order to complete a field review of the block cracking penetration and pavement condition. The written portion of the Braun Intertec report is attached.

<sup>(1)</sup> Measured from center of Upper 55<sup>th</sup> Street and Blaine Intersection

**ISSUES (CONT.):** Pictures, logs and supporting data from the report are available and on file with the Engineering Division. Braun Intertec recommends a full depth mill and pavement replacement to remove the stressed, aged and block-cracked bituminous. Braun has also recommended replacement of a portion of sidewalk north of Upper 55<sup>th</sup> Street East along the east side of Blaine Avenue. Staff concurs with these recommendations.

The City will need to consider working out agreements with the "green acres" parcels in order for these parcels to share in the typical non-single family assessment portion. In addition, the City will need to take into consideration several other items: (1) working with Gertens on updating the pedestrian crossing; (2) an agreement must be executed with Gertens to waive the assessments on the green acres tax parcels and PUD parcels; (3) on the west side of Blaine Avenue, the bituminous pathway has a 190-foot gap which should be added for continuity.

**RIGHT-OF-WAY:** The existing right-of-way is adequate.

**EASEMENTS:** None are required.

**FEASIBILITY:** The improvement project as proposed is necessary, cost-effective, and technically feasible only if the affected "green acres", agriculturally zoned parcels agree to pay the recommended assessment and to waive their right to appeal the assessments. The project and its elements should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served.

**SCHEDULE:**

- Council receives feasibility report, authorizes preparation of plans and specifications and orders public improvement hearing.....April 11, 2011
- Public improvement hearing and Council orders public improvement project, approves plans and specifications and authorizes advertisement for bid ..... May 9, 2011
- Advertisement for Bids..... May 23, 2011
- Bid Opening..... June 16, 2011
- Council Considers Contract Award ..... June 27, 2011
- Start Construction ..... July 5, 2011
- Substantial Completion.....August 26, 2011
- Final Completion..... September 9, 2012

**FINANCING:**Estimated Costs

Total Construction	\$479,040
Construction Contingency	\$47,905
Engineering	\$71,860
Fiscal	\$4,790
Legal	\$4,790
Administration	\$14,370
Capitalized Interest	<u>\$38,320</u>
<b>Total Estimated Project Cost</b>	<b>\$661,075</b>

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest.

**PROJECT FUNDING:**

The project will be funded from special assessments, Pavement Management Fund (440) and Water Operating Fund.

The special assessments occur to the benefited properties in accordance with Minnesota Statutes Chapter 429. Under the approved funding policy for the PMP, the City portion of the cost consists of at least 25 percent of the assessable project cost, plus extra bituminous width, corner credits, and adding in the cost of items that are paid for in full by the City, such as striping and pedestrian curb ramps.

Some of the benefited property is in the "green acres" program. State laws govern the assessments towards "green acres" parcels. The City and Gertens will be entering into an agreement to allow the City to assess the "green acres" parcels. Gertens will also be waiving their right to appeal the assessments as part of this agreement. The non-City portion is assessed to all the benefited properties. There are also some items which Gertens is 100% responsible for. The items which only Gertens pay for are related to the sidewalk/trail near Upper 55th Street and the median being installed to provide a pedestrian safe crosswalk.

On streets that are on the City's Municipal State Aid System, County Roads or Highways, or designated as higher volume than a typical local street, the assessments are based on the cost for a typical local street. For example, Blaine Ave has a 41-foot-wide bituminous mat. The City would pay for the difference between the width of the actual street (41-foot bituminous mat) and a typical local street (29-foot bituminous mat), plus 20 percent of the cost of the local street.

## PROJECT FUNDING (CONT):

**STREET ASSESSMENTS**

Total Estimated Project Cost (\$479,040 x 1.38)	\$661,075
100 Percent City Contribution (\$135,820 x 1.38)	- <u>\$187,430</u>
(Includes: striping, pedestrian ramps, and extra street width)	<b>\$473,645</b>
25 Percent City contribution (\$79,855 x 1.38)	- <u>\$110,200</u>
	<b>\$363,445</b>
Corner Credit Contribution	- \$12,795
Non-Assessable Parcel Adjustment	- <u>\$63,210</u>
<b>SUBTOTAL STREET ASSESSMENT</b>	<b>\$287,440</b>
<b>GERTENS ONLY ASSESSMENT PORTION</b>	- <u>\$32,845</u>
<b>ESTIMATED TOTAL STREET ASSESSMENT</b>	<b>\$254,595</b>

The proposed funding allocation is:

Special Assessments	\$287,440
Utility Fund	\$4,415
Pavement Management Fund	+ <u>\$369,220</u>
<b>TOTAL</b>	<b>\$661,075</b>

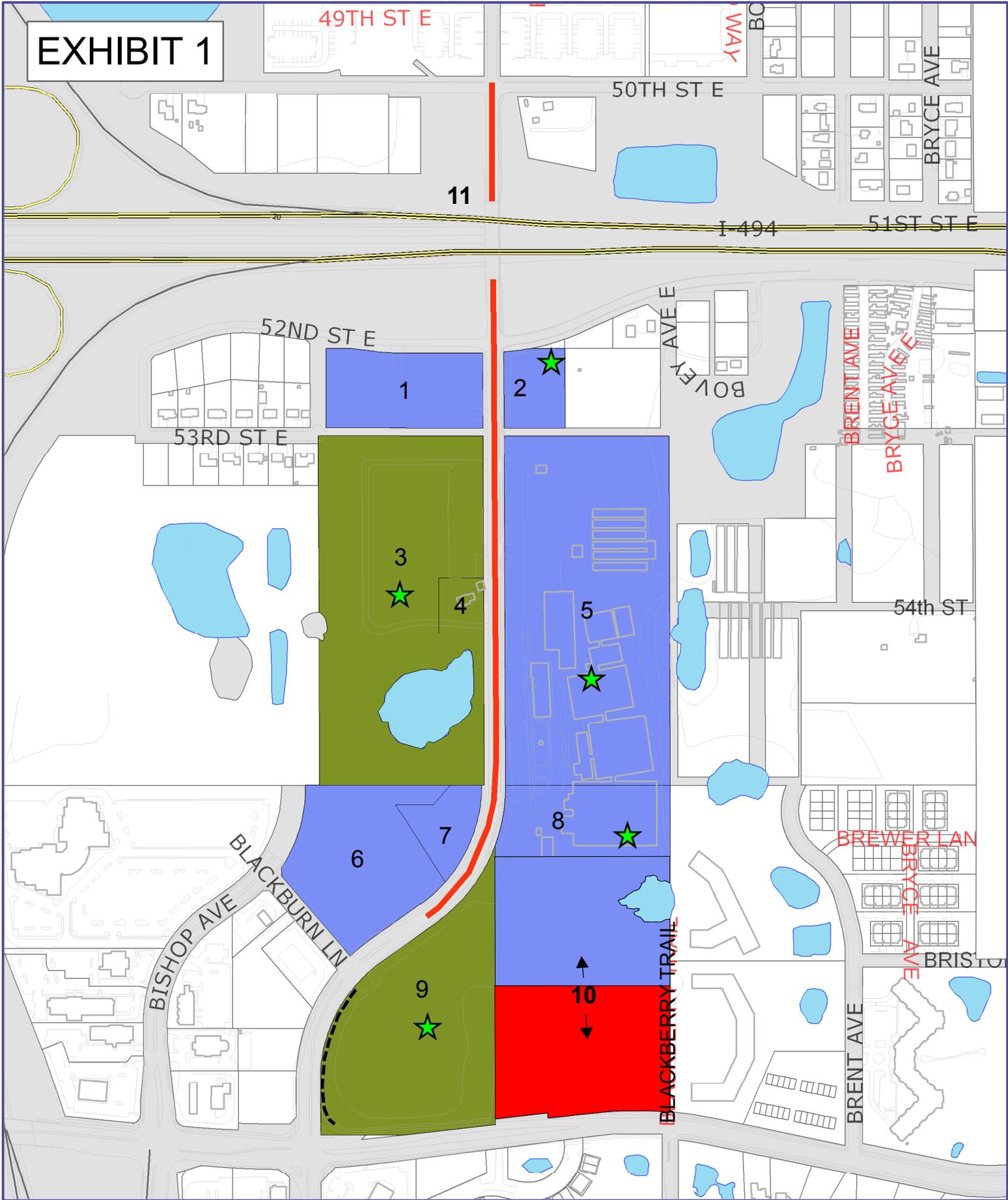
Individual parcel assessments are determined using the City's PMP Funding Policy. Multi-family, Commercial, Industrial and Institutional properties are assessed on a front footage basis. The proposed assessments are listed in Table 1.

**TABLE 1**

**CITY PROJECT NO. 2009-09I  
BLAINE AVENUE (NORTH AREA) FULL DEPTH MILL AND REPAVE  
PRELIMINARY ASSESSMENT ROLL**

<b>Map No.</b>	<b>Tax ID No.</b>	<b>Owner</b>	<b>Property Zoning</b>	<b>Proposed Assessment</b>
1	208340010007	GLG PROPERTIES	PUD	\$15,850.22
2	208340007008	GLG PROPERTIES	PUD	\$6,552.49
3	200331001104	GLG PROPERTIES	AG	\$74,807.93
4	200331001204	GLG PROPERTIES	AG	\$25,137.52
5	200331002103	ROBERT & VIRGINIA GERTEN	PUD	\$22,096.41
6	203657501001	MICHAEL MEDICAL IGH LLC	PUD	\$3,827.29
7	203657502001	MICHAEL MEDICAL IGH LLC	PUD	\$62,289.01
8	200331002279	ROBERT & VIRGINIA GERTEN	PUD	\$61,237.03
9	200331002080	GLG PROPERTIES	AG	\$15,642.03
10	200331002379	GLG PROPERTIES	PUD, COMM PUD	\$0.00
11	ROW	STATE OF MN		\$63,210.28
				<b>\$350,650.21</b>

# EXHIBIT 1



- PLANNED UNIT DEVELOPMENT
- COMMERCIAL PUD
- AGRICULTURAL    - - - - SIDEWALK
- 2931' FULL DEPTH MILL & REPAVE
- GREEN ACRES TAX PARCEL

## NORTH AREA CITY PROJECT NO. 2010-091 BLAINE AVE. FULL DEPTH MILL & REPAVE



Inver Grove Heights  
Z:\PublicWorks\Engineering\PROJECTS\_PUBLIC\2010\_PROJECTS\2010-091\_BlaireAvenueNorthAreaMillandRepave

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Receiving Feasibility Report and Authorizing the Negotiations for the Site Acquisition for City Project No. 2011-02 – Concord Bioretention Basin at 78th Street**

Meeting Date: April 11, 2011  
 Item Type: Regular  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: *SJA*

	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, SWCD Grants through the Clean Water Legacy Act

**PURPOSE/ACTION REQUESTED**

Consider Resolution Receiving Feasibility Report and Authorizing the Negotiations for the Site Acquisition for City Project No. 2011-02 – Concord Bioretention Basin at 78th Street.

**SUMMARY**

The project was initiated by the City Council action taken on October 25, 2011 to order the preparation of a feasibility study for a bioretention basin on land the City would purchase from 4075 and 4095 78th Street (near the intersection of 78th Street and Concord Boulevard). This site was identified as a suitable location for a storm water management facility to provide water quality treatment before the storm water is discharged to the Mississippi River.

The proposed facility will provide for bioretention of solids and other debris in the forbay followed by rapid infiltration of water in the main basin. This water quality facility will assist the City in meeting the anti-degradation guidelines established by the MPCA. The basin is also being reviewed as part of Dakota County's SWCD's subwatershed evaluation. This basin along with the rain gardens the City has been building will improve the water quality of storm water from the South Grove watershed.

The total estimated project cost is \$344,000 as outlined in the attached feasibility study. The project will consist of site acquisition by the City, followed by excavation, clearing and grubbing of the site, installation of storm sewers and basin control structures. A funding package has been prepared to cover the project costs. The City's Capital Improvement Revolving Fund would be used to cover the site acquisitions and the City is working with Dakota County SWCD to secure a Clean Water Legacy Act Grant for the estimated cost of constructing the storm water treatment facility in 2012.

The City has conducted an appraisal of the two sites to be purchased by the City. This cost is estimated at \$52,000 based on the appraisals. Staff has had preliminary discussions with the property owners at 4075 and 4095 78th Street. The property owners have indicated their willingness to work with the City to complete the purchase agreements (see attached agreements). These parcels have been notified of pending assessments valued at \$15,555.67 and \$11,368.07, respectively, as part of City Project No. 2010-09D – South Grove Area 5. That project will likely have a \$4,000 assessment cap for single-family homes. The City Attorney has drafted the attached documents for these site acquisitions. A combination of assessment payoffs and contributions from the City's Capital

Improvement Revolving Fund will be used to complete the acquisition. The City Council is being asked to authorize staff to complete the final negotiations on the site. The City becomes eligible for the grant programs once the City becomes the property owner.

At this time, no assessments are anticipated for this project. If the City is successful in securing the Grant through the Clean Water Legacy Act program, the construction would be funded 100% because the City would provide its in-kind funding share through the site acquisition and Engineer design/construction services using staff. The City could consider an area-wide drainage assessment for this project in the future, if a grant is not received. The site should be acquired at this time due to the willingness of the property owners to work with the City.

I recommend passage of the resolution accepting the feasibility report and authorizing staff to complete the site acquisition negotiations for City Project No. 2011-02 – Storm Water Treatment Basin at 78th Street and Concord Boulevard. The final executed agreements for the site acquisition will be brought to the Council for final approval once the property owners have executed the documents.

SDT/kf

Attachments: Resolution  
Feasibility Study  
Site acquisition documents  
Map

**DAKOTA COUNTY  
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION RECEIVING FEASIBILITY REPORT AND AUTHORIZING FINAL NEGOTIATIONS  
FOR SITE ACQUISITION FOR CITY PROJECT NO. 2011-02 – STORM WATER TREATMENT  
FACILITY AT 78TH STREET AND CONCORD BOULEVARD**

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

**WHEREAS**, a feasibility report has been prepared by the Public Works Director with reference to the following project:

<u>Project No.</u>	<u>Improvements</u>
2011-02	This project consists of site acquisition, excavation of a storm water treatment facility, clearing and grubbing the site, installation of storm sewers and basin control structures and restoring the site.

Said report is hereby received by the City Council of the City of Inver Grove Heights on March 28, 2011.

1. The City Council will consider the above-mentioned improvements in accordance with the report and authorize the site acquisition negotiations and application for a grant being administered by Dakota County SWCD.

Adopted by the City Council of Inver Grove Heights this 11th day of April 2011.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

# FEASIBILITY REPORT

## 2011 IMPROVEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

### CITY PROJECT NO. 2011-02 CONCORD BIORETENTION BASIN AT 78TH STREET

- LOCATION:** The low area on the west side of Concord Boulevard East approximately 350 feet north of 78<sup>th</sup> Street East, behind 4075 and 4095 78th Street.
- IMPROVEMENTS:** Construction of a bioretention basin including the following items: right-of-way acquisitions, clearing of trees, excavation, plantings, and storm sewer appurtenances.
- INITIATION:** This project was initiated in response to future regulations that will require greater treatment of storm water throughout the City. The EPA and MPCA are planning programs to identify and construct water quality improvements in developed areas of cities in the Mississippi River/Lake Pepin drainage area. The Lake Pepin TMDL study will result in goals for the City to achieve in reducing pollutants that effect water quality (total suspended solids and phosphorus). This project will also assist the City in meeting the MPCA anti-degradation guidelines and the LMRWMO Third Generation Watershed Management Plan.
- OWNERS ABUTTING:** Two (2) parcels comprised of two (2) residential properties. Refer to Exhibit 1. One commercial parcel is north of the site.
- ISSUES:** Historically, this area has been functioning as a natural low area where water pools prior to crossing Concord Boulevard through a cattle pass which is connected to the Mississippi River.
- There is an existing storm sewer line, which collects a large area of South Grove, which runs adjacent to the proposed basin area. The City can divert a portion of the storm water flow to the basin for treatment. The bio-retention basin can remove sediment and debris in the forbay and infiltrate storm water in the main basin to reintroduce it into the groundwater. It is the best location available for water quality treatment before the South Grove area storm water discharges to the Mississippi River. This basin will clean a portion of the storm water runoff and reduce the amount of storm water being sent to the Mississippi River.
- In addition, the storm sewer on Concord Boulevard south of 78th Street also conveys storm water from the pumping facilities at Regional Basin DP-29B. This basin is referred to as Sleepy Hollow basin. This pumping station delivers storm water to the gravity system at Cuneen Trail and Cleadis Avenue.

**ISSUES (CONT.):** The City reviewed the possibility of qualifying for grants to build this storm water facility in 2010 through programs administered by the Dakota County SWCD. It was determined that City ownership of the site is a requirement of most storm water grant programs. It is recommended that the City acquire the land from the owners at 4095 78th Street and 4075 78th Street. The homeowners have discussed the project with the City and they have indicated a willingness to sell the necessary land to the City. The estimated appraisals for these two sites are \$32,000 and \$20,000 respectively. The City will be assessing these parcels for City Project No. 2010-09D South Grove Area 5 in 2011. The acquisition negotiations will address these pending assessments and the appraised value in a purchase agreement.

The City has hired the Dakota SWCD to complete a watershed evaluation study for the South Grove area. This study has identified this basin as being needed for storm water management for water quality and volume reduction. The SWCD will be assisting the City in its 2011 application to the DNR for a grant of up to \$350,000 for this project. This grant is administered by BSWR and it includes funding from the Clean Water Legacy Program. The application will be prepared to seek all the construction funding for this storm water facility/treatment basin.

**RIGHT-OF-WAY:** There is no existing City property or right-of-way for this basin. Land will have to be acquired from the two parcels that will abut the basin. An appraisal of the area has been done. Refer to Exhibit A. The appraisals indicate an estimated cost of \$52,000 for this right-of-way.

**EASEMENTS:** No additional easements will be needed.

**FEASIBILITY:** The improvement project as proposed is necessary, and technically feasible. The project, and project elements, should be implemented as proposed in this study.

**SCHEDULE:**

Council Receives Feasibility Report, Authorizes Preparation of Plans and Specifications and Authorizes Property Acquisition Negotiations .....	April 11, 2011
Site Acquisition Negotiations .....	April 2011
Council Authorizes Site Acquisition .....	May 2011
County SWCD/City apply for BSWR Grant.....	Fall 2011
Notice of Grant Selection .....	February 2012
Council Orders Public Improvement Project, Approves Plans and Specifications and Authorizes Advertisement for Bids.....	Spring 2012
First Advertisement for Bids .....	Spring 2012
Bid Opening .....	April 2012
Council Considers Contract Award.....	May 2012
Construction Completion .....	October 2012

**FINANCING:**

<u>Estimated Costs</u>	
Construction	\$211,600
Construction Contingency	\$21,160
Engineering	\$31,740
Fiscal	\$2,116
Legal	\$2,116
Administration	\$6,348
Right-of-Way	\$52,000
Easements	\$0
Capitalized Interest	<u>\$16,928</u>
<b>Total Estimated Project Cost</b>	<b>\$344,008</b>

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest. (Refer to Table 1)

**PROJECT FUNDING:** The project will be funded by a combination of grant money and City funds. To apply for a grant the City must acquire the property to build the basin. Acquisition of the property will be negotiated with the homeowners. The two homeowners adjacent to the basin are currently being assessed for the 2010-09D South Grove Street Reconstruction Area 5. The City will be contributing \$52,000 from the Capital Improvement Revolving Fund for the site acquisition. The construction costs will be funded through the Clean Water Legacy Program.

Assessments are not anticipated at this time; however, the City Council could consider an area-wide drainage assessment if the Council chooses to do so once the grant application is processed.

Estimated Total Cost	\$350,000
City Contribution	52,000
Clean Water Legacy Funds	298,000

**TABLE 1  
CONCORD BIORETENTION POND  
PRELIMINARY ENGINEER'S ESTIMATE**

<u>ITEM NO.</u>	<u>MN/DOT NO.</u>	<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
2021.501		MOBILIZATION	1.00	\$ 10,000.00	\$ 10,000.00
2101.501		CLEARING	1.00	\$ 15,000.00	\$ 15,000.00
2101.506		GRUBBING	1.00	\$ 30,000.00	\$ 30,000.00
2105.501		COMMON EXCAVATION (P)	6000.00	\$ 15.00	\$ 90,000.00
SPECIAL		BASE SCARIFICATION AND ENGINEERED SOIL PREPARATION	1.00	\$ 30,000.00	\$ 30,000.00
2105.526		SELECT TOPSOIL BORROW (LV)	250	\$ 20.00	\$ 5,000.00
2211.501		AGGREGATE BASE CLASS 5	50	\$ 15.00	\$ 750.00
2501.602		36" RC PIPE APRON AND TRASH GUARD	1.00	\$ 1,500.00	\$ 1,500.00
2501.602		36" RC PIPE APRON	1.00	\$ 1,400.00	\$ 1,400.00
2503.541		36" RC PIPE SEWER DESIGN 3006 CLASS III	60.00	\$ 70.00	\$ 4,200.00
2506.502		CONSTRUCT DRAINAGE STRUCTURE DESIGN 78-4020	1.00	\$ 3,000.00	\$ 3,000.00
2506.502		CONSTRUCT DRAINAGE STRUCTURE DESIGN 108-4020	1.00	\$ 4,000.00	\$ 4,000.00
2506.602		CONSTRUCT DRAINAGE STRUCTURE TYPE OVERFLOW	1.00	\$ 5,000.00	\$ 5,000.00
2573.540		FILTER LOG, TYPE COMPOST	1500.00	\$ 3.00	\$ 4,500.00
2573.550		EROSION CONTROL SUPERVISOR	1.00	\$ 1,000.00	\$ 1,000.00
2575.502		SEED, MIXTURE 325	40.00	\$ 30.00	\$ 1,200.00
2575.502		SEED, MIXTURE 310	50.00	\$ 35.00	\$ 1,750.00
2575.525		EROSION STABILIZATION MAT	100.00	\$ 15.00	\$ 1,500.00
2575.604		TERRASEEDING WITH TURF MIX	100.00	\$ 3.00	\$ 300.00
SPECIAL		WATER USAGE ALLOWANCE	1	\$ 1,500.00	\$ 1,500.00
<b>Total:</b>					<b>\$ 211,600.00</b>

**TOTAL CONSTRUCTION COST: \$ 211,600.00**

**10% CONSTRUCTION CONTINGENCY: \$ 21,160.00**

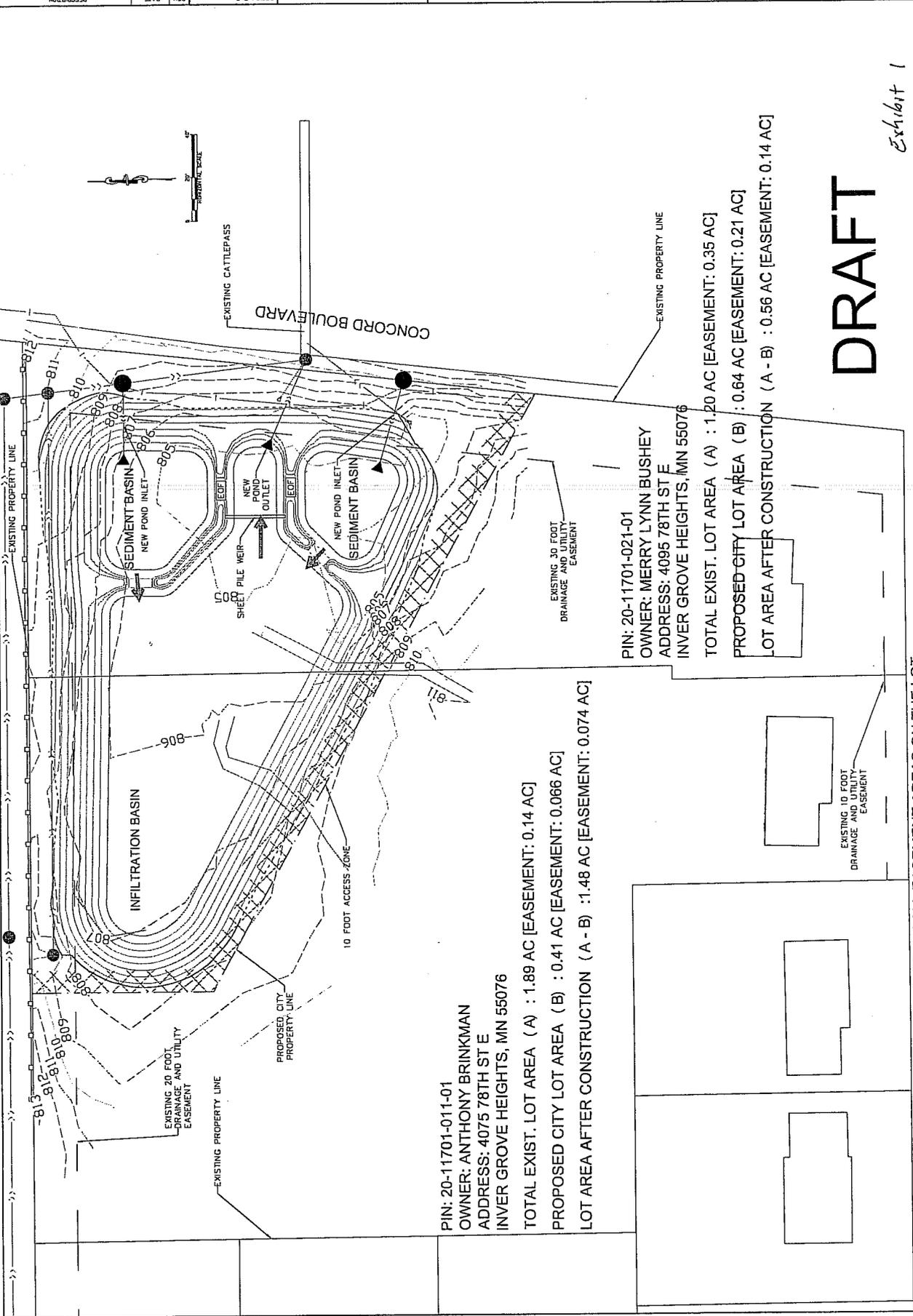
**28% LEAF: \$ 59,248.00**

**TOTAL PROJECT COST: \$ 292,008.00**

DATE	1/4/2010
DESIGN FILE	CONCORD BIORETENTION
CHKD BY	DMC
DRWN BY	JOS
DESIGN BY	JOS
PROJECT NO.	11701-021-01
DATE	1/4/2010

1. HENRY CENTER THAT THIS PLAN  
 SECTION OR REPORT WAS PREPARED  
 BY OR UNDER HIS DIRECT SUPERVISION  
 AND THAT I AM A DRAFTER REGISTERED  
 PROFESSIONAL ENGINEER  
 UNDER THE STATE OF MINNESOTA  
 STATUTES SECTION 326.02 TO 326.16.  
 City of  
 Inver Grove Heights  
 8150 Barbara Avenue  
 Inver Grove Heights, MN 55077  
 (651) 456-2570 Fax (651) 456-5608

CONCORD BIORETENTION  
 FOND  
 PRELIMINARY PROPOSED  
 PROPERTY LINE  
 SHEET NO. 1



PIN: 20-11701-011-01  
 OWNER: ANTHONY BRINKMAN  
 ADDRESS: 4075 78TH ST E  
 INVER GROVE HEIGHTS, MN 55076  
 TOTAL EXIST. LOT AREA (A) : 1.89 AC [EASEMENT: 0.14 AC]  
 PROPOSED CITY LOT AREA (B) : 0.41 AC [EASEMENT: 0.066 AC]  
 LOT AREA AFTER CONSTRUCTION (A - B) : 1.48 AC [EASEMENT: 0.074 AC]

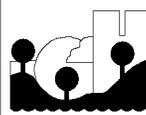
PIN: 20-11701-021-01  
 OWNER: MERRY LYNN BUSHEY  
 ADDRESS: 4095 78TH ST E  
 INVER GROVE HEIGHTS, MN 55076  
 TOTAL EXIST. LOT AREA (A) : 1.20 AC [EASEMENT: 0.35 AC]  
 PROPOSED CITY LOT AREA (B) : 0.64 AC [EASEMENT: 0.21 AC]  
 LOT AREA AFTER CONSTRUCTION (A - B) : 0.56 AC [EASEMENT: 0.14 AC]

**DRAFT**

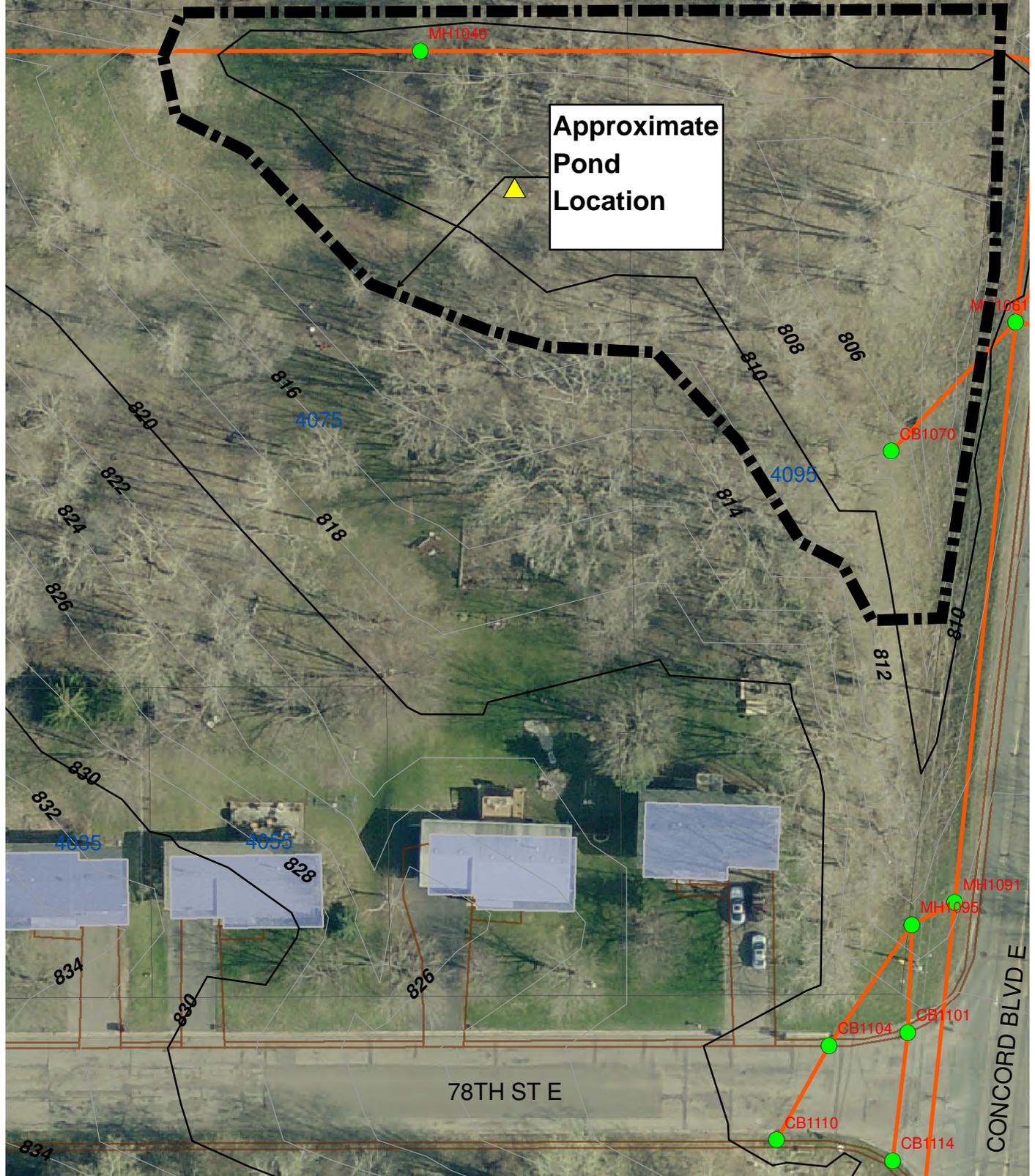
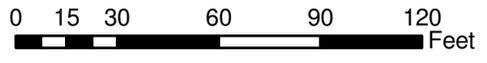
Exhibit 1

NOTE: EASEMENT AREAS CALCULATED BASED ON ALL EASEMENT AREAS ON THE LOT.

# Concord & 78th Street Treatment Pond



City of  
Inver Grove Heights  
Property Map



Approximate  
Pond  
Location

7649

MH1048

MH1063

CB1070

808

806

4095

814

810

808

806

820

816

4075

822

824

818

826

812

818

830

832

4035

4055

828

834

830

826

78TH ST E

MH1091

MH1095

CB1101

CB1104

CB1110

CB1114

CONCORD BLVD E

834

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# APPRAISAL REPORT

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## APPRAISAL REPORT

ON

**CITY PROJECT 2009-09D  
4075 78<sup>TH</sup> STREET EAST  
INVER GROVE HEIGHTS, MN 55075**

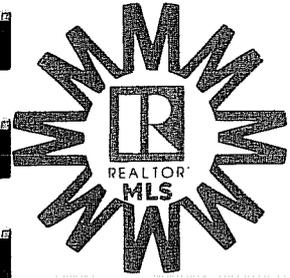
FOR

**THOMAS J KALDUNSKI, P.E.  
CITY ENGINEER  
INVER GROVE HEIGHTS, MINNESOTA 55077**

Thomas F. Metzen  
Cert. Gen. Real Prop. Appr.  
Minnesota I.D. #4000158

Laurence M. Danich  
Real Property Appraiser  
Minnesota I.D. #4000869

**METZEN  
APPRAISALS**



## EFFECTS OF THE PROJECT

The purchase of the drainage and utility easement, has a single affect in our opinion that of the taking of the .14 acres (17,860 Sq Ft) located in the northeast corner of the site.

It has been noted that there is an existing 20 foot wide drainage and utility easement running along the north boarder of the parcel.

We have determined that the land has a value of \$1.25 per square foot.

However, we have identified an existing drainage and utility easement that encumbers 2,440 square feet of the area to be purchased. The value of this area is thus diminished by 50% as a result of the existing easement.

Thus, the purchase of the new drainage and utility easement has a value as follows:

Drainage & Utility Easement Area:  
(Unencumbered)

15,480 Square Feet @ \$1.25 per Sq Ft

= \$18,504.00

Drainage & Utility Easement Area:  
(Encumbered)

2,440 Square Foot @ .63 per Sq Ft

= \$ 1,537.20

Damages: \$20,041.20

Rounded to:

**Total Damages**

**\$20,000.00**

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# APPRAISAL REPORT

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## APPRAISAL REPORT

ON

**CITY PROJECT 2009-09D  
4095 78<sup>TH</sup> STREET EAST  
INVER GROVE HEIGHTS, MN 55075**

FOR

**THOMAS J KALDUNSKI, P.E.  
CITY ENGINEER  
INVER GROVE HEIGHTS, MINNESOTA 55077**

Thomas F. Metzen  
Cert. Gen. Real Prop. Appr.  
Minnesota I.D. #4000158

Laurence M. Danich  
Real Property Appraiser  
Minnesota I.D. #4000869

**METZEN  
APPRAISALS**



**CONCLUSION**

Based on our field inspection, research and comparable sales in the area, it is our opinion that the Fair Market Value and the effects of the project are as follows:

**Fair Market Value Before the Project:      \$180,000.00**

**Fair Market Value After the Project:      \$148,000.00**

**Damages:**

**\$32,000.00**

**THIRTY-TWO THOUSAND DOLLARS**

**CITY OF INVER GROVE HEIGHTS  
FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER AGREEMENT  
WITH OWNER OF 4075 78<sup>th</sup> STREET EAST FOR CITY PROJECT NO. 2011-02  
(STORM WATER TREATMENT POND AT 78<sup>th</sup> STREET AND CONCORD  
BOULEVARD)**

**THIS AGREEMENT FOR A FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER** ("Agreement") is entered into and effective as of the 11<sup>th</sup> day of April, 2011 ("Agreement Date"), by and between Anthony Brinkman, a single person (the "Owner"), and the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

**WITNESSETH:**

**WHEREAS**, the Owner owns Real Property addressed as 4075 78<sup>th</sup> Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-011-01); and

**WHEREAS**, the Owner is willing to provide the City with an Fee Conveyance (pursuant to a Warranty Deed) over the Real Property in return for the City's agreement to pay the estimated fair market value of the Fee Conveyance; and

**WHEREAS**, the City is willing to locate storm water ponding improvements for the Project upon the Real Property as desired by the Owner to minimize tree loss; and

**WHEREAS**, the City is willing to pay and the Owner is willing to accept partial compensation for the estimated fair market value of the Fee Conveyance in the form of a prepayment of pending assessments against the Real Property as outlined in this Agreement; and

**WHEREAS**, the Owner is willing to waive assessment due process and assessment appeal rights pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

**ARTICLE I**  
**THE AGREEMENT**

**Section 1.01 Purpose.** The purpose of this Agreement is to define the rights and obligations of the City and the Owner with respect to the City's payment of compensation for the estimated fair market value of the Fee Conveyance needed to install storm water ponding improvements upon the Real Property in connection with the City's Project.

**Section 1.02 Cooperation.** The City and the Owner shall cooperate and use their respective commercially reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

**Section 1.03 Term.** The term of this Agreement shall commence on the Agreement Date and shall be perpetual.

**Section 1.04 Recitals.** The above recitals above are true and correct as of the date hereof and constitute a part of this Agreement.

**ARTICLE II**  
**DEFINITIONS**

**Section 2.01 Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement:** This agreement for a fee conveyance and for an assessment appeal waiver.
- (b) **Agreement Date:** The date written in the first paragraph of the Agreement.
- (c) **City:** The City of Inver Grove Heights, a Minnesota municipal corporation.
- (d) **Fee Payment:** The estimated fair market value of the Fee Conveyance in the amount of \$20,000.00.
- (e) **Fee Conveyance:** The Owner's execution and delivery of the Warranty Deed to the City.
- (f) **Project:** The City's Project No. 2011-02 Storm Water Treatment Pond at 78<sup>th</sup> Street and Concord Boulevard providing for various storm water ponding improvements.
- (g) **Owner:** Anthony Brinkman, a single person.
- (h) **Real Property:** The real property legally described in Exhibit No. 1 addressed as

4075 78<sup>th</sup> Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-011-01).

- (i) Real Property Pending Street and Storm Sewer Assessment: A \$4,000.00 pending assessment arising from City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements.
- (j) Warranty Deed: The warranty deed form attached hereto in Exhibit No. 2.

### **ARTICLE III** **COVENANTS AND AGREEMENTS**

**Section 3.01 Covenants and Agreements of the Owner.** The Owner covenants and agrees with the City that:

- (a) Fee Conveyance: Owner, in consideration of Fee Payment and other good and valuable consideration, does hereby agree to grant and convey to the City the fee ownership in that part of the Real Property described in the Warranty Deed attached hereto as Exhibit No. 2 and depicted in the sketch attached hereto as Exhibit No. 3. Owner hereby agrees to execute and deliver to the City a separate and recordable copy of the Warranty Deed attached hereto as Exhibit No. 2. Said Warranty Deed shall be executed contemporaneously by the Owner with this Agreement. The City acknowledges that this Agreement and the Warranty Deed have been reviewed and approved by City staff, but must be presented to the City Council for approval.
- (b) Real Property Assessment Appeal Waiver: Owner hereby authorizes the City to levy an assessment against the Real Property up to an amount of \$4,000.00 for City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements representing the Real Property Pending Street and Storm Sewer Assessment. Owner also authorizes the City to prepay the entire amount of said pending assessment against Real Property in amount of \$4,000.00 using part of the Fee Payment (defined in Article II, Section 2.01(d)).

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minnesota Statutes, Chapter 429 (including, but not limited to, § 429.031, § 429.041, § 429.051, § 429.061, § 429.071 and § 429.081) for the assessment against the Real Property up to \$4,000.00. The Owner hereby waives any and all procedural and substantive objections to the assessment up to the \$4,000.00 against the Real Property, including, but not limited to, notice and hearing requirements and any claim that any or all of said \$4,000.00 assessment amount against the Real Property exceeds the benefit to the Real Property for the City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements. The Owner acknowledges that Owner believes that the benefit of the City Project 2010-

09D South Grove Area 5 Street and Storm Sewer Improvements to the Real Property does in fact equal or exceed the amount of the assessments against the Real Property.

The City and the Owner acknowledge and agree that this waiver of assessment appeal rights for the Real Property pursuant to Minnesota Statutes, Chapter 429, is capped at the \$4,000.00 (Real Property Pending Street and Storm Sewer Assessment) amount by operation of Minn. Stat. § 462.3531, and if or to the extent the assessment is increased for any reason, Owner shall have full rights of appeal pursuant to Minnesota Statutes, Chapter 429 for any assessment levied against the Real Property over said \$4,000.00 cap.

**Section 3.02 Covenants and Agreements of the City.** The City covenants and agrees with the Owner that:

- (a) Payment of Fee Payment (defined in Article II, Section 2.01(d)): The City agrees that the City shall use Owner's Fee Payment to first prepay the Real Property Pending Street and Storm Sewer Assessment pursuant to Section 3.01(b) above. The City also agrees to send the Owner a check for the balance of the Fee Payment less the Real Property Pending Street and Storm Sewer Assessment (i.e. \$20,000.00 - \$4,000.00 = \$16,000.00) within 60 days of the Owner's execution of this Agreement. The City shall send said check made payable to the Owner for the balance of the Fee Payment to the address for the Owner shown in Article V, Section 5.01 below.
- (b) City Payment of State Deed Tax and Recording Fees: The City agrees to pay the State Deed Tax and recording fees required for the recording of the Warranty Deed attached hereto as Exhibit No. 2 as well as the recording fees for the recording of this Agreement.
- (c) City Recording of this Agreement: If the City Council fails to approve this Agreement within 60 days of the Owner's execution of this Agreement, the City agrees to return any and all executed copies of this Agreement and the Warranty Deed to the Owner. The City also agrees that the City will not record this Agreement and the Warranty Deed until the City has delivered a fully executed copy of this Agreement to the Owner, and not until the City has mailed a check for the balance of the Fee Payment pursuant to Section 3.02 (a) above.

#### **ARTICLE IV** **DEFAULT**

**Section 4.01 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on



**Section 5.08 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 5.09 Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**Section 5.10 Recording.** This Agreement may be recorded by the City with the Dakota County Recorder and/or Registrar of Titles at the City's expense.

**Section 5.11 Notice To Buyers.** The Owner agrees to notify and provide any buyer of the Real Property with an executed copy of this Agreement if the Owner sells any interest in the Real Property following the execution of this Agreement by both the Owner and the City, but before the recording of this Agreement with the Dakota County Recorder and/or Registrar of Titles.

**Section 5.12 Hazardous Substances.** The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Real Property prior to the date hereof, except to the extent caused by or resulting from the acts or omissions of the City, its agents or employees.

**Section 5.13 Governmental Immunity.** Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

**[remainder of the page left blank intentionally]**

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

**OWNER: ANTHONY BRINKMAN**

By: \_\_\_\_\_  
Anthony Brinkman

STATE OF MINNESOTA            )  
  )        ss.  
COUNTY OF DAKOTA            )

On this \_\_\_\_\_ day of April, 2011, before me a Notary Public within and for said County, personally appeared Anthony Brinkman, a single person.

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



Exhibit No. 1

**LEGAL DESCRIPTION OF THE REAL PROPERTY**  
**(abstract property)**

Lot One (1), Block One (1), Appelbaum's 2<sup>nd</sup> Addition, Dakota County,  
Minnesota, Except the East 6.2 feet of the South 106 feet thereof.

Exhibit No. 2

(Top 3 inches reserved for recording date)

**WARRANTY DEED**  
**Individual(s) to Business Entity**  
**10.1.3(2011)**

**Minnesota Uniform Conveyancing Blanks**  
**Form**

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_  
(month/day/year)

FOR VALUABLE CONSIDERATION: Anthony Brinkman, a single person  
\_\_\_\_\_  
("Grantor"),

(insert name and marital status of each Grantor)

hereby conveys and warrants to City of Inver Grove Heights  
\_\_\_\_\_  
(insert name of each Grantee)

a municipal corporation under the laws of Minnesota ("Grantee"),

real property in Dakota County, Minnesota, legally described as follows:

See Exhibit A, which is attached hereto and made a part hereof.

*Check here if all or part of the described real property is Registered (Torrens)*

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Building and zoning laws, ordinances, state and federal regulations; Restrictions related to use or improvements of the property without effective forfeiture provisions; Reservations of any mineral rights by the State of Minnesota; Easements of record.

*Check applicable box:*

Grantor

The Seller certifies that the Seller does not know of any wells on the described property.

A well disclosure certificate accompanies this document or has been electronically filed (If electronically filed, insert WDC number: \_\_\_\_\_.) \_\_\_\_\_  
(signature)

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate. \_\_\_\_\_  
(signature)

State of Minnesota, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by Anthony  
(month/day/year)

Brinkman, a single person  
(insert name and marital status of each Grantor)

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
PROPERTY (insert name and address)  
INSTRUMENT SHOULD  
Timothy J. Kuntz  
IGH City Attorney  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075

TAX STATEMENTS FOR THE REAL  
DESCRIBED IN THIS  
BE SENT TO:  
(insert legal name and residential or business address  
of Grantor)  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Exhibit A

That part of Lot 1, Block 1, APPELBAUM'S 2ND ADDITION described as follows:

Commencing at the Northeast Corner of said Lot 1; thence South  $00^{\circ} 18' 08''$  East (assumed bearing) along the east line of said Lot 1 a distance of 162.40 feet; thence North  $61^{\circ} 13' 19''$  West a distance of 166.06 feet; thence North  $00^{\circ} 20' 53''$  East a distance of 82.68 feet; thence South  $89^{\circ} 54' 29''$  East a distance of 144.19 feet to the point of beginning and there terminating.

Dakota County, Minnesota.

Exhibit No. 3

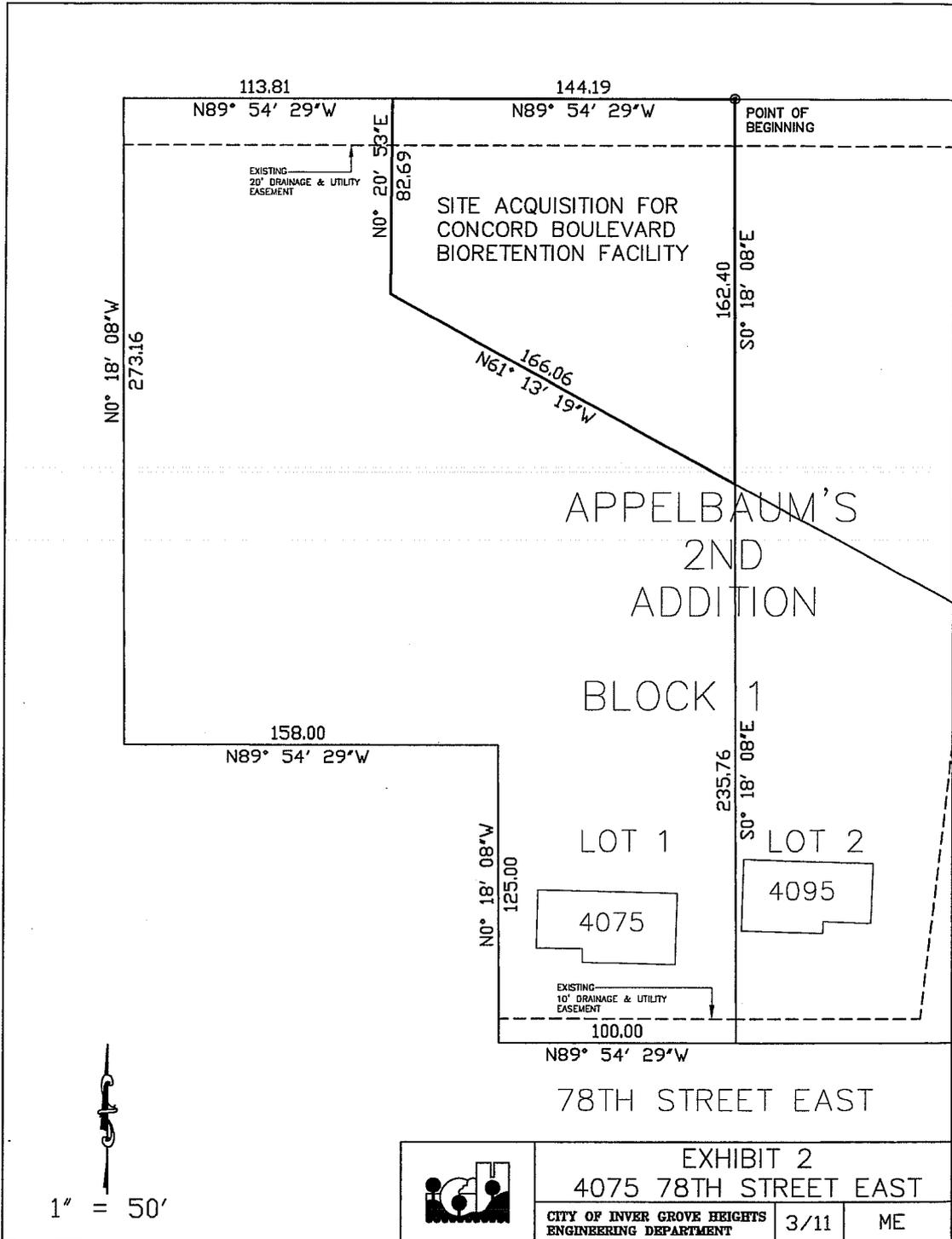


	EXHIBIT 2	
	4075 78TH STREET EAST	
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/11	ME

**CITY OF INVER GROVE HEIGHTS  
FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER AGREEMENT  
WITH OWNER OF 4095 78<sup>th</sup> STREET EAST FOR CITY PROJECT NO. 2011-02  
(STORM WATER TREATMENT POND AT 78<sup>th</sup> STREET AND CONCORD  
BOULEVARD)**

**THIS AGREEMENT FOR A FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER** ("Agreement") is entered into and effective as of the 11<sup>th</sup> day of April, 2011 ("Agreement Date"), by and between Merry Lynn Bushey (f.k.a. Mary Lynn Bushey), a single person (the "Owner"), and the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

**WITNESSETH:**

**WHEREAS**, the Owner owns Real Property addressed as 4095 78<sup>th</sup> Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-021-01); and

**WHEREAS**, the Owner is willing to provide the City with an Fee Conveyance (pursuant to a Warranty Deed) over the Real Property in return for the City's agreement to pay the estimated fair market value of the Fee Conveyance; and

**WHEREAS**, the City is willing to locate storm water ponding improvements for the Project upon the Real Property as desired by the Owner to minimize tree loss; and

**WHEREAS**, the City is willing to pay and the Owner is willing to accept partial compensation for the estimated fair market value of the Fee Conveyance in the form of a prepayment of pending assessments against the Real Property as outlined in this Agreement; and

**WHEREAS**, the Owner is willing to waive assessment due process and assessment appeal rights pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of

which is hereby acknowledged, the parties hereto do covenant and agree as follows:

## **ARTICLE I** **THE AGREEMENT**

**Section 1.01 Purpose.** The purpose of this Agreement is to define the rights and obligations of the City and the Owner with respect to the City's payment of compensation for the estimated fair market value of the Fee Conveyance needed to install storm water ponding improvements upon the Real Property in connection with the City's Project.

**Section 1.02 Cooperation.** The City and the Owner shall cooperate and use their respective commercially reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

**Section 1.03 Term.** The term of this Agreement shall commence on the Agreement Date and shall be perpetual.

**Section 1.04 Recitals.** The above recitals above are true and correct as of the date hereof and constitute a part of this Agreement.

## **ARTICLE II** **DEFINITIONS**

**Section 2.01 Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement**: This agreement for a fee conveyance and for an assessment appeal waiver.
- (b) **Agreement Date**: The date written in the first paragraph of the Agreement.
- (c) **City**: The City of Inver Grove Heights, a Minnesota municipal corporation.
- (d) **Fee Payment**: The estimated fair market value of the Fee Conveyance in the amount of \$32,000.00.
- (e) **Fee Conveyance**: The Owner's execution and delivery of the Warranty Deed to the City.
- (f) **Project**: The City's Project No. 2011-02 Storm Water Treatment Pond at 78<sup>th</sup> Street and Concord Boulevard providing for various storm water ponding improvements.
- (g) **Owner**: Merry Lynn Bushey (f.k.a. Mary Lynn Bushey), a single person.
- (h) **Real Property**: The real property legally described in Exhibit No. 1 addressed as

4095 78<sup>th</sup> Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-021-01).

- (i) Real Property Pending Street and Storm Sewer Assessment: A \$4,000.00 pending assessment arising from City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements.
- (j) Warranty Deed: The warranty deed form attached hereto in Exhibit No. 2.

### ARTICLE III COVENANTS AND AGREEMENTS

**Section 3.01 Covenants and Agreements of the Owner.** The Owner covenants and agrees with the City that:

- (a) Fee Conveyance: Owner, in consideration of Fee Payment and other good and valuable consideration, does hereby agree to grant and convey to the City the fee ownership in that part of the Real Property described in the Warranty Deed attached hereto as Exhibit No. 2 and depicted in the sketch attached hereto as Exhibit No. 3. Owner hereby agrees to execute and deliver to the City a separate and recordable copy of the Warranty Deed attached hereto as Exhibit No. 2. Said Warranty Deed shall be executed contemporaneously by the Owner with this Agreement. The City acknowledges that this Agreement and the Warranty Deed have been reviewed and approved by City staff, but must be presented to the City Council for approval.
- (b) Real Property Assessment Appeal Waiver: Owner hereby authorizes the City to levy an assessment against the Real Property up to an amount of \$4,000.00 for City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements representing the Real Property Pending Street and Storm Sewer Assessment. Owner also authorizes the City to prepay the entire amount of said pending assessment against Real Property in amount of \$4,000.00 using part of the Fee Payment (defined in Article II, Section 2.01(d)).

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minnesota Statutes, Chapter 429 (including, but not limited to, § 429.031, § 429.041, § 429.051, § 429.061, § 429.071 and § 429.081) for the assessment against the Real Property up to \$4,000.00. The Owner hereby waives any and all procedural and substantive objections to the assessment up to the \$4,000.00 against the Real Property, including, but not limited to, notice and hearing requirements and any claim that any or all of said \$4,000.00 assessment amount against the Real Property exceeds the benefit to the Real Property for the City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements. The Owner acknowledges that Owner believes that the benefit of the City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements to the Real Property does in fact equal or exceed the amount of the

assessments against the Real Property.

The City and the Owner acknowledge and agree that this waiver of assessment appeal rights for the Real Property pursuant to Minnesota Statutes, Chapter 429, is capped at the \$4,000.00 (Real Property Pending Street and Storm Sewer Assessment) amount by operation of Minn. Stat. § 462.3531, and if or to the extent the assessment is increased for any reason, Owner shall have full rights of appeal pursuant to Minnesota Statutes, Chapter 429 for any assessment levied against the Real Property over said \$4,000.00 cap.

**Section 3.02 Covenants and Agreements of the City.** The City covenants and agrees with the Owner that:

- (a) Payment of Fee Payment (defined in Article II, Section 2.01(d)): The City agrees that the City shall use Owner's Fee Payment to first prepay the Real Property Pending Street and Storm Sewer Assessment pursuant to Section 3.01(b) above. The City also agrees to send the Owner a check for the balance of the Fee Payment less the Real Property Pending Street and Storm Sewer Assessment (i.e. \$32,000.00 - \$4,000.00 = \$28,000.00) within 60 days of the Owner's execution of this Agreement. The City shall send said check made payable to the Owner for the balance of the Fee Payment to the address for the Owner shown in Article V, Section 5.01 below.
- (b) City Payment of State Deed Tax and Recording Fees: The City agrees to pay the State Deed Tax and recording fees required for the recording of the Warranty Deed attached hereto as Exhibit No. 2 as well as the recording fees for the recording of this Agreement.
- (c) City Recording of this Agreement: If the City Council fails to approve this Agreement within 60 days of the Owner's execution of this Agreement, the City agrees to return any and all executed copies of this Agreement and the Warranty Deed to the Owner. The City also agrees that the City will not record this Agreement and the Warranty Deed until the City has delivered a fully executed copy of this Agreement to the Owner, and not until the City has mailed a check for the balance of the Fee Payment pursuant to Section 3.02 (a) above.

#### ARTICLE IV DEFAULT

**Section 4.01 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.



**Section 5.09 Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**Section 5.10 Recording.** This Agreement may be recorded by the City with the Dakota County Recorder and/or Registrar of Titles at the City's expense.

**Section 5.11 Notice To Buyers.** The Owner agrees to notify and provide any buyer of the Real Property with an executed copy of this Agreement if the Owner sells any interest in the Real Property following the execution of this Agreement by both the Owner and the City, but before the recording of this Agreement with the Dakota County Recorder and/or Registrar of Titles.

**Section 5.12 Hazardous Substances.** The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Real Property prior to the date hereof, except to the extent caused by or resulting from the acts or omissions of the City, its agents or employees.

**Section 5.13 Governmental Immunity.** Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

**[remainder of the page left blank intentionally]**





Exhibit No. 1

**LEGAL DESCRIPTION OF THE REAL PROPERTY**  
**(abstract property)**

Lot Two (2), Block One (1), Appelbaum's 2<sup>nd</sup> Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota, Minnesota,

AND

The East 6.2 feet of the South 106 feet of Lot One (1), Block One (1), Appelbaum's 2<sup>nd</sup> Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota, Minnesota.

Exhibit No. 2

(Top 3 inches reserved for recording date)

**WARRANTY DEED**  
**Individual(s) to Business Entity**  
**10.1.3(2011)**

**Minnesota Uniform Conveyancing Blanks**  
**Form**

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_  
(month/day/year)

FOR VALUABLE CONSIDERATION: Merry Lynn Bushey, f.k.a Mary Lynn Bushey, a single person

\_\_\_\_\_ (“Grantor”),

(insert name and marital status of each Grantor)

hereby conveys and warrants to City of Inver Grove Heights

(insert name of each Grantee)

a municipal corporation under the laws of Minnesota (“Grantee”),

real property in Dakota County, Minnesota, legally described as follows:

See Exhibit A, which is attached hereto and made a part hereof.

*Check here if all or part of the described real property is Registered (Torrens)*

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Building and zoning laws, ordinances, state and federal regulations; Restrictions related to use or improvements of the property without effective forfeiture provisions; Reservations of any mineral rights by the State of Minnesota; Easements of record.

Check applicable box:

Grantor

The Seller certifies that the Seller does not know of any wells on the described property.

A well disclosure certificate accompanies this document or has been electronically filed (If electronically filed, insert WDC number: \_\_\_\_\_.)

\_\_\_\_\_  
(signature)

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

\_\_\_\_\_  
(signature)

State of Minnesota, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by Merry  
(month/day/year)

Lynn Bushey, f.k.a. Mary Lynn Bushey, a single person  
(insert name and marital status of each Grantor)

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

\_\_\_\_\_  
Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
PROPERTY (insert name and address)  
INSTRUMENT SHOULD  
Timothy J. Kuntz  
IGH City Attorney  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075

TAX STATEMENTS FOR THE REAL  
DESCRIBED IN THIS  
BE SENT TO:  
(insert legal name and residential or business address  
of Grantor)  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Exhibit A

That part of Lot 2, Block 1, APPELBAUM'S 2ND ADDITION described as follows:

Commencing at the Northeast Corner of said Lot 2; thence South  $06^{\circ} 33' 00''$  West (assumed bearing) along the east line of said Lot 2 a distance of 233.03 feet; thence North  $61^{\circ} 13' 19''$  West a distance of 144.06 feet; thence North  $00^{\circ} 18' 08''$  West a distance of 162.40 feet; thence South  $89^{\circ} 54' 29''$  East a distance of 153.71 feet to the point of beginning and there terminating.

Dakota County, Minnesota.

Exhibit No. 3

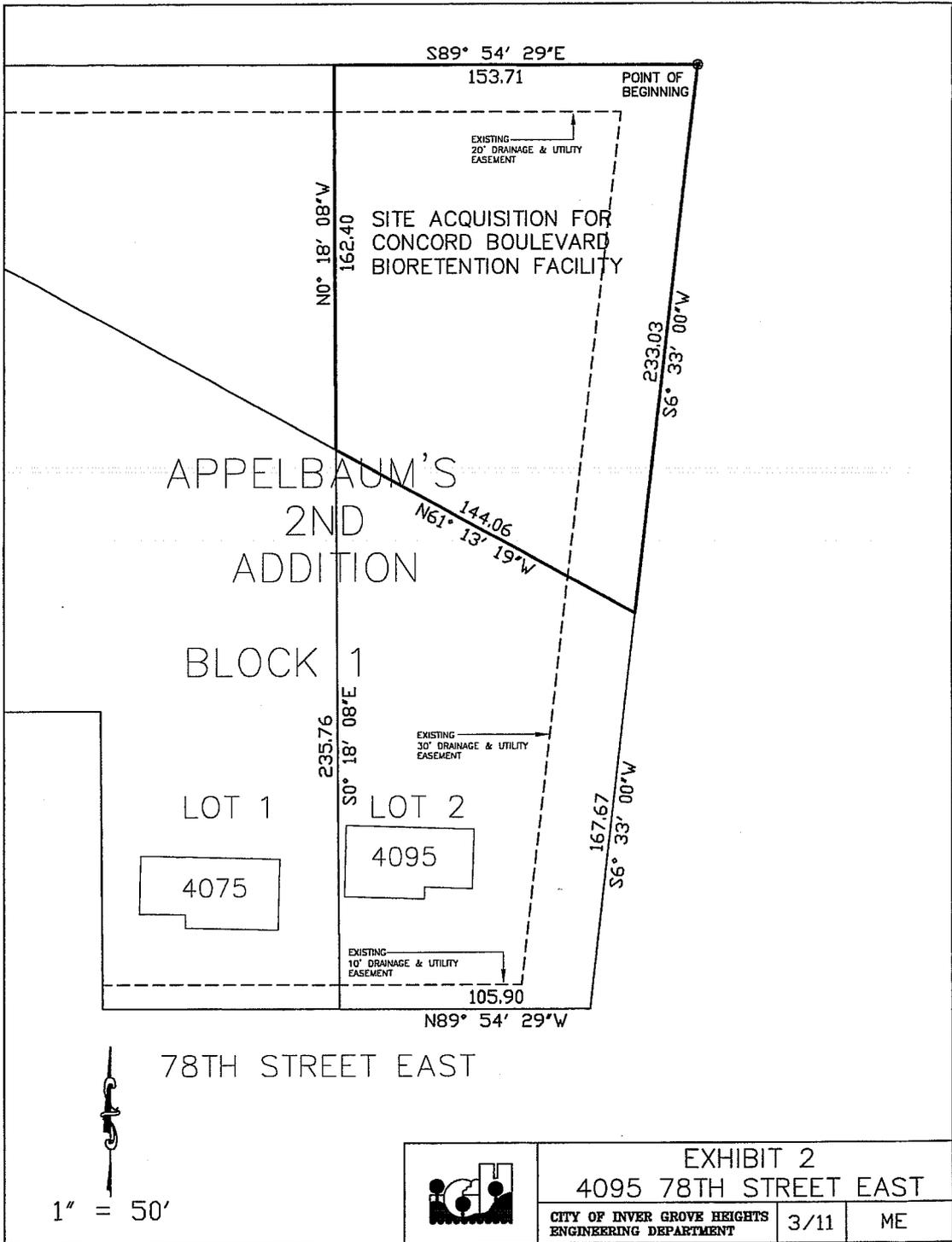


EXHIBIT 2		
4095 78TH STREET EAST		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/11	ME

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**CONSIDER THIRD READING OF AN ORDINANCE AMENDING TITLE FIVE CHAPTER TWO – EMERGENCY MANAGEMENT OF THE CITY CODE**

Meeting Date: April 11, 2011  
Item Type: Regular  
Contact: Larry Stanger, Police Lt.  
Prepared by:  
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 the third and final reading of an ordinance amending Title Five, Chapter Two – Emergency Management of the City Code.

**SUMMARY** In light of the increased possibility of flooding along the river the City’s Code dealing with Emergency Management was reviewed and slight modifications are proposed.

In short, the current ordinance is rewritten and reformatted completely. The significant changes address how the City deals with the deployment of resources locally and nationally.

## CHAPTER 2

# EMERGENCY MANAGEMENT

### 5-2-1: POLICY AND PURPOSE:

- A. Because of the existing and increasing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from enemy attack, sabotage, or other hostile action, and in order to ensure that preparations of the city will be adequate to deal with such disasters, and generally to protect the public peace, health, and safety, and to preserve the lives and property of the people of the city, it is hereby found and declared to be necessary: (1974 Code § 900.01)
1. To establish a local organization for emergency management.
  2. To provide for the exercise of necessary powers during declared emergencies.
  3. To provide for the rendering of mutual aid between the city and other political subdivisions of the state with respect to the carrying out of emergency management functions.
- B. It is further declared to be the purpose of this chapter and the policy of the city that all emergency management functions of the city be coordinated to the maximum extent practicable with the comparable functions of the federal government, of the state, and of private agencies, to the end that the most effective preparations and use may be made of the nation's manpower, resources, and facilities for dealing with any disaster that may occur. (1974 Code § 900.01; amd. 2008 Code)

### 5-2-2: DEFINITIONS: For purposes of this chapter, the terms defined in this section have the meanings given them:

**DECLARED EMERGENCY:** A national security or peacetime emergency declared by the governor under Minnesota statutes section 12.31.

**EMERGENCY MANAGEMENT:** The preparation for and the carrying out of emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize and repair injury and damage resulting from disasters, from acute shortages of energy, or from incidents occurring at nuclear power plants that pose radiological or other health hazards. These functions include, without limitation, firefighting services, police services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical and other special weapons defense,

evacuation of persons from stricken areas, emergency human services, emergency transportation, existing or properly assigned functions of plant protection, temporary restoration of public utility services, implementation of energy supply emergency conservation and allocation measures, and other functions related to civilian protection, together with all other activities necessary or incidental to preparing for and carrying out these functions.

**EMERGENCY  
MANAGEMENT  
FORCES:**

Any volunteer or paid member of the local organization for emergency management engaged in carrying out emergency management functions in accordance with the provisions of this chapter or any rule or order hereunder. (1974 Code § 900.03; amd. 2008 Code)

**5-2-3: LOCAL ORGANIZATION FOR EMERGENCY  
MANAGEMENT:**

- A. Established: There is hereby created within the city government a local organization for emergency management which shall be under the supervision and control of a director. The director shall be appointed by the mayor for an indefinite term and may be removed by him at any time. He shall serve without salary but shall be paid his necessary expenses. The director shall have direct responsibility for the organization, administration, and operation of the local organization for emergency management, subject to the direction and control of the mayor.
- B. Organization: The local organization for emergency management shall be organized into such divisions and bureaus consistent with state and local emergency management plans as the director deems necessary to provide for the efficient performance of local emergency management functions during a declared emergency. (1974 Code § 900.05; amd. 2008 Code)
- C. Powers And Duties Of Director:
  - 1. The director, with the consent of the mayor, shall represent the city on any regional or state organization for emergency management. He shall make such studies and surveys of the manpower, resources, and facilities of the city as he deems necessary to determine their adequacy for emergency management and to plan for their most efficient use in time of a declared emergency. He shall prepare a general plan for the emergency management of the city, coordinating the emergency management activities of the city, and present such plan to the council for its approval. When the council has approved the plan by resolution, it shall be the duty of all municipal agencies and all emergency management forces of the city to perform the duties and functions assigned to them by the plan as approved.

2. The director shall institute such training programs and public information programs and take such other preparatory steps, including emergency management exercises, as he may deem necessary.
3. The director shall utilize to the maximum extent practicable the personnel, services, equipment, supplies, and facilities of the city and shall organize, recruit, and train air raid wardens, auxiliary police, auxiliary firefighters, and any other personnel that may be required on a volunteer basis to carry out the emergency management plans of the city and the state. The director may dismiss any emergency management volunteer at any time and require him to surrender any equipment and identification furnished by the city.
4. The director shall direct and coordinate the general operation of all local emergency management forces during a declared emergency in conformity with controlling regulations and instructions of the state emergency management authorities. He shall provide and equip at some suitable place in the city a control center to be used during a declared emergency as headquarters for direction and coordination of emergency management forces. He shall arrange for the installation at the control center of necessary facilities for communication with and between operating units of municipal services and other agencies concerned with emergency management and for communication with other communities and control centers within the surrounding area. (1974 Code § 900.07; amd. 2008 Code)

D. Emergency Management Workers:

1. Restrictions; Oath Required: No person shall be employed or associated in any capacity in the local organization for emergency management who advocates or has advocated a change by force or violence in the constitutional form of government of United States or in this state or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment on information charging any subversive act against the United States. Each person who is appointed to serve in the local organization for emergency management shall, before entering upon his duties, take an oath in writing as prescribed by the Minnesota emergency management act of 1996, section 12.43.
2. Call To Service: Emergency management volunteers shall be called into service only in case of a declared emergency for which the regular municipal forces are inadequate or for necessary training and preparation for such emergencies. All volunteers shall serve without compensation.
3. Identification: Each emergency management volunteer shall be provided with such suitable insignia or other identification as may be required by the director in a form and style approved by the federal government. No volunteer shall exercise any authority over the persons or property of others without his identification. No person except an authorized volunteer shall use the identification of a volunteer or otherwise represent himself to be an authorized volunteer.

4. Firearms: No emergency management volunteer shall carry any firearm while on duty except on written order of the mayor. (1974 Code § 900.09; amd. 2008 Code)

E. Participation In Politics Or Labor Disputes: The local organization for emergency management shall not participate, directly or indirectly, in any form of political activity, nor shall it be employed in any legitimate labor dispute. (1974 Code § 900.19; amd. 2008 Code)

#### **5-2-4: PROCLAMATION OF EMERGENCY:**

A. Whenever necessary to meet a declared emergency, the mayor may, by proclamation, promulgate regulations respecting all matters which are required to protect public safety, health, and welfare in declared emergencies. No regulation governing observation of enemy aircraft, air attack, alarms, or illumination during air attacks shall be adopted or take effect unless approved by the state director of emergency management.

B. Every proclamation of emergency regulations shall be in writing and signed by the mayor, shall be dated, shall refer to the particular declared emergency to which it pertains, if so limited, and shall be filed in the office of the clerk, where a copy shall be kept posted and available for public inspection during business hours. Notice of the existence of such regulation and its availability for inspection at the clerk's office shall be conspicuously posted at the front of the city hall and at such other places in the affected area as the mayor shall designate in the proclamation. Thereupon, the regulation shall take effect immediately. By like proclamation, the mayor may modify or rescind any such regulation. (1974 Code § 900.11; amd. 2008 Code)

**5-2-5: ILLUMINATION DECLARED A NUISANCE:** Any illumination within the city contrary to the provisions of this chapter pertaining to emergency management or of any regulation adopted hereunder or of any federal or state law, regulation, or order shall be deemed a public nuisance. Any regular police officer may abate such nuisance summarily or may take any other action necessary to enforce such provisions, including entry on private property and the use of whatever reasonable force is necessary. (1974 Code § 900.17; amd. 2008 Code)

#### **5-2-6: ADMINISTRATION:**

A. Special Fund Created: There is hereby established in the city treasury a special fund to be known as the emergency management fund. Into this fund shall be placed the proceeds of taxes levied for emergency management and other revenues of the local organization for emergency management. From it shall be made expenditures for the operation and maintenance of the local organization for emergency management and other expenditures for emergency management.

B. Annual Report:

1. The director shall, as soon as possible after the end of each fiscal year, prepare and present to the council for the information of the council and the public, a report of the activities of the local organization for emergency management during the year. (1974 Code § 900.13; amd. 2008 Code)
2. The department heads shall annually report to the director any disaster mutual aid activity provided by the city to other political subdivisions within the state or otherwise, or received by the city.

**5-2-7: DEPLOYMENT OF CITY RESOURCES LOCALLY AND NATIONALLY:**

- A. Authority: With the approval of the director or the director's designee and the City administrator, the head of each department of the city or the department head's designee is authorized to respond to requests for assistance from other political subdivisions within Minnesota pursuant to Minnesota Statutes Sections 12.33 and 12.331 and to requests for interstate assistance pursuant to Minnesota Statutes Section 192.91.
- B. Conditions on Response to Requests for Assistance: Assistance may be provided to requests described in subsection 5-2-7A when, in the judgment of the director and department head, the operational needs of the city are not compromised. In the event that city personnel and/or resources shall be committed in excess of 12 hours to a request for assistance, the director must notify the mayor and city council. In the event the assistance response is to an area outside of Minnesota, the director or his designee shall report such response to the mayor and city council within 48 hours of the receipt of the request for assistance.
- C. Mutual Aid Agreements. The director is authorized to enter into mutual aid agreements, which allow for the joint use of city personnel and equipment that will benefit the city.
- D. Reimbursement for Assistance. The director or department head(s) shall prepare necessary documentation for recovery of city expenses, including compensation paid to deployed city employees; travel expenses; maintenance expenses of the deployed employees; or equipment loss, maintenance or operation, incurred in response to any requests for assistance to the extent possible pursuant to applicable federal and state statutes or consistent with applicable mutual aid agreements, whichever the case may be.

**~~5-2-7~~ 5-2-8: CONFORMITY AND COOPERATION WITH FEDERAL AND STATE AUTHORITIES:**

- A. Every officer and agency of the city shall cooperate with federal and state authorities and with authorized agencies engaged in emergency measures. (1974 Code § 900.15; amd. 2008 Code)
- B. The provisions of this chapter and of all regulations made hereunder shall be subject to all applicable and controlling provisions of federal and state laws and of regulations and orders issued thereunder and shall be deemed to be suspended and inoperative so far as there is any conflict therewith. (1974 Code § 900.15)

**~~5-2-8~~ 5-2-9: MISDEMEANOR VIOLATION:** Any person who violates any provision of this chapter or any regulation adopted hereunder relating to acts, omissions, or conduct, other than official acts of city officers or employees, shall be guilty of a misdemeanor. (1974 Code § 900.21)

**Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 11<sup>th</sup> day of April, 2011.

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George Tourville, Mayor

ATTEST:

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Melissa Rheaume, Deputy City Clerk