

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, DECEMBER 12, 2011
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Minutes – November 28, 2011 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending December 7, 2011 _____
 - C. Pay Voucher No. 1 for City Project No. 2010–22, Ravine Pond Erosion Mitigation _____
 - D. Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2011–09B – Sealcoating _____
 - E. Pay Voucher No. 6 for City Project No. 2011–09D, South Grove Urban Street Reconstruction – Area 6 _____
 - F. Pay Voucher No. 1 for 2011 Storm Water Facility Maintenance Program, City Project No. 2011–17 _____
 - G. Resolution Accepting Geotechnical Testing Amendment No. 1 from American Engineering Testing (AET) for City Project No. 2012–09D – 65th Street _____
 - H. Resolution Accepting Amendment No. 1 for Engineering Services from Bolton & Menk, Inc. for City Project No. 2012–09D – 65th Street _____
 - I. Resolution Approving Special Assessment Deferral for City Project No. 2010–09D, South Grove Street Reconstruction Area 5 _____
 - J. Appointment of Board Member to the Gun Club Watershed Management Org. _____
 - K. Delay Second Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9–4–1–2 and 9–4–1–3, Regarding Excavation and Fills _____
 - L. Approve Contract for Soil Testing by Braun Intertec Inc. for 2012 Projects _____
 - M. Resolution Approving Joint Powers Agreement with the Bureau of Criminal Apprehension _____
 - N. Resolution Approving the Application of the City of Inver Grove Heights for Fiscal Year 2012 Dakota County Community Development Block Grant Funding _____

- O. Approve GASB 54 Compliance Regulations & Fund Balance Policy _____
- P. Accept Donation to Inver Grove Heights Fire Department from H.W. Michie _____
- Q. Accept Donation to Inver Grove Heights Fire Department from American Legion Post 424 _____
- R. Accept Donation to Inver Grove Heights Fire Department from Charlene Mattila _____
- S. Resolution Authorizing the Engagement of Survey Services to Support the City's Torrens Registration Proceeding to Establish Title to the City's Groveland Park Site _____
- T. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

- A. CITY OF INVER GROVE HEIGHTS; Approve Final 2012 Tax Levies & 2012 Budgets _____
- B. CITY OF INVER GROVE HEIGHTS; Approve Liquor Licenses Renewals for 2012 _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. WILLIAM KRECH; Consider Resolution relating to a Variance to allow an Existing Structure to be located Approximately 20 Feet from the Newly Created Lot Boundary for property located at 10195 Inver Grove Trail _____
- B. GERTENS; Consider Resolution approving the Development Contract and related Documents for the Gerten Greenhouse Expansion approved earlier this year _____
- C. CITY OF INVER GROVE HEIGHTS; Consider an Ordinance Amendment rezoning a portion of the Gerten Greenhouse property from A, Agricultural to Comm PUD, Commercial Planned Unit Development. Property located at the northeast corner of Upper 55th Street and Blaine Avenue _____

PUBLIC WORKS:

- D. CITY OF INVER GROVE HEIGHTS; Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2012 Pavement Management Program – City Project No. 2012–09D, 65th Street (from Babcock Trail to Cahill Avenue and Neighboring Streets) _____
- E. CITY OF INVER GROVE HEIGHTS; Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Improvement Program, City Project No. 2011–08 – 66th Street from Concord Boulevard to the Swing Bridge Pier at the Mississippi River _____
- F. CITY OF INVER GROVE HEIGHTS; Resolutions Establishing Utility Rates for 2012 _____
- G. CITY OF INVER GROVE HEIGHTS; Consider Resolution Concerning Storm Water Utility Fee Schedule _____

ADMINISTRATION:

H. CITY OF INVER GROVE HEIGHTS; Consider Resolution Adopting the City of Inver Grove Heights 2012 Capital Improvement Plan (CIP) _____

I. CITY OF INVER GROVE HEIGHTS; Consider Resolution Setting Forth License Fees, Administrative Service Fees and Permit Fees _____

J. CITY OF INVER GROVE HEIGHTS; Discuss and Provide Direction Regarding Names of Rooms at Public Safety/City Hall _____

K. CITY OF INVER GROVE HEIGHTS; Discuss and Provide Direction Regarding City Logo _____

8. MAYOR AND COUNCIL COMMENTS:

A. CITY OF INVER GROVE HEIGHTS; Discuss and Determine Performance Evaluation Tool & Process for Evaluation of City Administrator _____

9. EXECUTIVE SESSION:

A. Discuss Lakeland Bank Litigation

10. ADJOURN

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

CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in regular session on Monday, November 28, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks and Recreation Director Carlson, and Community Development Director Link.

3. PRESENTATIONS:

4. CONSENT AGENDA:

Councilmember Grannis removed Item 4A (ii), Minutes of the November 14, 2011 Regular Council Meeting, from the consent agenda.

- A. i) Minutes – November 7, 2011 Special Council Meeting
- B. **Resolution No. 11-219** Approving Disbursements for Period Ending November 23, 2011
- C. Pay Voucher No. 5 for City Project No. 2011-09D, South Grove Urban Street Reconstruction – Area 6
- D. Final Pay Voucher No. 16, Engineer's Final Report and **Resolution No. 11-220** Accepting Work for City Project No. 2003-15, Northwest Area Trunk Improvements
- E. Approve 2012 Park and Recreation Department Fees
- F. Approve Settlement Agreement with Sports Resource Group for the Skyview Hockey Rink
- G. **Resolution No. 11-221** Providing for the Sale of Unclaimed Property to a Local Non-Profit Organization
- H. Approve Appointment of Acting City Treasurer
- I. Approve 2012 Meeting Schedule of the Housing Committee
- J. Approve Individual Massage Therapist License Application
- K. Award Purchase of One (1) Air Shelter Unit to Equipment Management Company
- L. Approve 30-Day Suspension of Firefighter for Failure to Meet Minimum Call Requirements
- M. Personnel Actions

Motion by Madden, second by Grannis, to approve the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

- A. (ii) Minutes – November 14, 2011 Regular Council Meeting

Councilmember Grannis requested that his remarks regarding the lack of exits and positioning thereof in the Council Chambers be added to the minutes under the "Mayor and Council Comments" section.

Motion by Klein, second by Madden, to approve the minutes of the November 14, 2011 Regular Council Meeting as amended by Councilmember Grannis

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:**A. ADAM CANEFF;** Consider Resolution relating to a Variance to allow an Accessory Building Eight (8) Feet from the Front Property Line whereas 30 Feet is required for property located at 3988 78th St.

Mr. Link reviewed the location of the property on the southwest corner of Dawn Avenue and 78th Street. He explained the applicant proposed to construct an accessory building eight (8) feet from the front property line whereas 30 feet is required. He stated the proposed accessory building would be 960 square feet in size and would be used for the applicant's personal use. He explained the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the zoning ordinance. He clarified that the proposal was consistent with the intent of the zoning code with respect to the size of the proposed structure and the number of accessory buildings on the property. Corner lots have more restrictive setbacks than an interior lot because they have two front yards by definition. The size of the applicant's lot exceeds the minimum standards for a corner lot and the location of the accessory building would be only eight (8) feet from the property line. He noted that there was room on the property to construct the building that would meet setbacks. The setback standards would not preclude the homeowner from reasonable use of the property and allowing a 22 foot variance could set a precedent for other corner lots in the City. Both Planning staff and the Planning Commission recommended denial of the variance request because the 22 foot variance was a significant request with the potential to establish a precedent, and the applicant did not identify practical difficulties to comply with the ordinance as the accessory building could be constructed on the property to meet the setback requirements.

Councilmember Grannis questioned if variances in which the accessory building was proposed to be attached to the existing building had been approved by Council in the past.

Mr. Link stated those instances have typically been considered on a case by case basis. He noted a variance would still be required even if the accessory building was attached to the existing structure.

Councilmember Madden stated he went to look at the property and opined that the garage would not be any closer to the street than the house is. He believed the garage would fit in the proposed location and would not interfere with neighbors. He noted that the applicant cleaned up the property and installed new trees that enhance the property. He reiterated that he did not see a problem with the request.

Councilmember Klein concurred with Councilmember Madden's comments. He opined that the applicant's proposed location for the accessory building was the most logical.

Councilmember Piekarski Krech questioned what the new criteria were for granting a variance. She clarified that identification of a hardship was no longer necessary.

Mr. Link confirmed that definition of a hardship was no longer required. He explained that the applicant must provide a practical difficulty to justify approval of the variance.

Councilmember Piekarski Krech stated she did not see an issue with the placement of the garage.

Mr. Kuntz informed the Council that the Public Works department expressed concerns regarding the berm.

Councilmember Klein stated he did not see an issue with the berm because it had a gradual incline in height and an estimated four (4) to five (5) feet of clearance for snow removal.

Councilmember Madden stated he would like to avoid removal of the trees in the berm.

Mayor Tourville suggested that if the variance request was approved the Council could impose conditions regarding the right-of-way. He stated that the proposed location of the accessory structure seemed to make the most sense and opined that the impervious surface on the property could increase if it were built in a different location. He questioned if the issue with the berm was discovered after the Planning Commission hearing.

Mr. Thureen explained the issue with the berm was previously identified by Public Works staff as a potential issue related to keeping the right-of-way clear. He stated a letter was sent to the property owner requesting that the trees be moved back to allow room for maintenance. He noted in addition to its proximity to the right-of-way, the height of the berm was also an area of concern.

Adam Caneff, 3988 78th St., stated the berm has always existed. He explained a variety of shrubs and bushes were previously planted there and were routinely overgrown and hanging into the street. He stated he planted the evergreens because they were easier to maintain. He noted there has always been enough room for snow removal in past years despite the overgrown shrubs, and there is more space now between the berm and street than ever existed. He stated all the neighbors like the improvements he made to the berm. He explained he spoke with the Assistant City Engineer and was told that the trees could remain through the winter, but if there was an issue he would be required to move the trees in the spring.

Mr. Thureen clarified that the engineering department recognized the lateness of the season and the difficulties that the property owner may have moving the trees, and offered Mr. Caneff a temporary obstruction permit through June with the understanding that the trees would need to be moved next spring.

Councilmember Madden reiterated that the berm looks good the way it is. He suggested that the property owner be allowed to leave the trees where they are if there are no problems as a result of snow removal over the winter.

Councilmember Grannis clarified that the Public Works department is concerned with snow removal in the future as the trees continue to grow and encroach further into the right-of-way, reducing the amount of space available for snow storage.

Mr. Caneff stated he chose to plant this specific species because they can be easily shaped and maintained to control their size and they are very durable.

Councilmember Klein opined that there should be plenty of room for snow storage.

Mayor Tourville asked if a compromise could be reached between the applicant and engineering that could be incorporated into approval of the variance for the garage.

Councilmember Madden stated the applicant would have to be willing to accept the risk that the trees may get damaged during snow removal.

Mayor Tourville clarified that the result may be that the applicant needs to move the berm prior to the construction of the garage and in the interim he would release the City from liability for damage to the trees.

Mr. Caneff stated if there was a problem with snow removal over the course of the winter he would have no problem moving the trees in the spring.

Councilmember Piekarski Krech asked if the applicant installed the berm or if it had previously existed.

Mr. Caneff responded that the berm always existed, he removed the old vegetation and replaced it with the arborvitaes.

Mr. Thureen stated that he questioned the height of the berm, especially on the north end, compared to what was there historically. He explained that he did not dispute that something was there in the past, especially to the south.

Councilmember Klein stated snow should be able to be pushed onto the berm with minimal issues.

Mayor Tourville commented that snow being pushed onto and against vegetation is different than snow falling onto the trees. He noted there may also be issues related to the chemicals that get mixed in with the snow during removal.

Mr. Kuntz suggested a condition could be that by June 1, 2012 the landowner and public works shall determine if the vegetation needs to be removed and if no compromise can be reached the City Council

will make a final determination regarding the berm.

Mayor Tourville suggested that the condition deadline be by June 1, 2012 or before a building permit is issued for the accessory building, whichever occurs first.

Mr. Kuntz stated the second condition could be that the landowner accepts responsibility for any and all damage to the trees caused by snowplowing.

Mr. Thureen noted that the Engineering department would also request that the landowner enter into an encroachment agreement for the right-of-way.

Mr. Caneff stated he would be amenable to the conditions that were suggested regarding the berm.

Mr. Link indicated that Planning staff had also recommended five conditions in the planning report. He reviewed the five conditions.

Mr. Caneff stated he was aware of and agreeable to the five conditions recommended by Planning staff.

Motion by Klein, second by Madden, to receive two (2) additional letters in support of the variance request from Ronald Kosman, and Kevin and Wendy Eisen

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 11-222 approving a Variance to allow an accessory building eight (8) feet from the front property line whereas 30 feet is required for property located at 3988 78th St. with the five (5) conditions listed in the planning report and the three (3) additional conditions regarding the berm.

B. CITY OF INVER GROVE HEIGHTS; Consider Third and Final Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012

Ms. Teppen explained this ordinance is amended on an annual basis. She stated the proposed amendments would adjust fees associated with development for 2012. She noted the ordinance was previously discussed twice by the City Council.

Motion by Klein, second by Madden, to adopt Ordinance No. 1248 Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Approval of Short Term Strategic Planning Effort for the Inver Grove Heights Fire Department

Mr. Lynch stated the recommendation was that the Council approve an agreement for services related to development of a strategic plan for the Fire Department. He explained the plan would help Council and the Fire Department prepare for changes that may be needed in personnel, service delivery, equipment, facilities and structures. He stated the proposed services would be provided by David Unmacht and Pat Simpson. Mr. Unmacht currently serves as Vice President in charge of Management Services with Springsted, and is a former City and County Administrator in Minnesota. Mr. Simpson was a former Fire Chief in a number of cities and recently assisted the City with the recent Station Location Analysis performed with the DLR Architectural firm. He explained that during discussions regarding the Assistant Fire Chief position he recommended that Council wait until a strategic plan was developed in order to be better informed regarding the future structure of the Fire Department, equipment and facility needs, and the recruitment, retention, and compensation of future firefighters. He noted the cost for the services would be in an amount not to exceed \$21,000 and funding would come from the City Facilities, Community Projects, and Host Community funds.

Councilmember Klein asked if this process would prohibit the Council from moving forward with the Assistant Fire Chief position.

Mr. Lynch stated he has told the Fire Chief that he would like to get the strategic planning process underway and see where the process is at in 2012. He explained that if development of the plan is proceeding at a good pace and they feel it is at a good place, they could proceed with the Assistant Fire Chief process. He noted the position was not contingent upon the strategic planning process and is currently budgeted for the entire year in 2012.

Councilmember Klein clarified that if the Council chose to proceed with the hiring of a full-time Assistant Fire Chief that item would be removed from the scope of work for the development of the 3-5 year strategic plan and all of the other items would be examined.

Mr. Lynch reiterated that the basis for the strategic plan was to look at the structure of the department as well as the personnel, compensation, benefits, not necessarily a particular position.

Councilmember Piekarski Krech questioned why they need to hire an outside source to complete the strategic plan. She asked why current staff could not develop the plan themselves. She asked Mr. Lynch if he felt a neutral party was needed or if the consultant was going to provide information that was beyond their expertise.

Mr. Lynch explained that he felt a neutral party was needed to help alleviate some tension that existed between Administration and the Fire Department, and he felt that both individuals would bring a necessary level of expertise and experience to the formulation of the strategic plan.

Councilmember Piekarski Krech questioned if the recommended individuals were the only consultants available.

Mr. Lynch stated they were not the only consultants that were contacted. He noted their services were the cheapest.

Mayor Tourville suggested that the scope of work could be sent out for a formal bidding process.

Mr. Lynch stated the hope was to get started as soon as possible and sending out an RFP for services would take an additional 30 days to receive proposals and review them for presentation to the Council. He noted that it also may create an unfair advantage given that a price point has already been established.

Councilmember Grannis stated he was fine with Mr. Lynch's recommendation in light of the fact that he did obtain quotes from three different consultants. He opined that if Mr. Lynch had a concern with the quality of the firm, he would have recommended one of the other consultants even though their proposal may have been more expensive.

Mayor Tourville confirmed that all three firms were provided with the same scope of work.

Councilmember Klein opined that this may be a way to alleviate some of the resistance between Administration and the Fire Department.

Mr. Lynch clarified that he was not resistant and was only asking for something that showed him strategically that this is what needed to be done at this point in time. He stated there is a difference of opinion regarding the need for that information. He explained he recommended that a consultant be hired to obtain input from both departments so the strategic plan is not viewed just as his plan and is developed through collaboration.

Councilmember Klein questioned how long the process would take.

Mr. Lynch stated the hope is that it would take no longer than three (3) months.

Mayor Tourville asked that the Council be provided with the proposals from the other firms as well.

Councilmember Madden stated time was of the essence and he did not want to see the process delayed.

Motion by Grannis, seconded by Madden, to Approve the Short Term Strategic Planning Effort for the Inver Grove Heights Fire Department.

Mayor Tourville clarified that the Fire Department supports the initiative.

Fire Chief Thill stated the department understands the need for a three (3) year plan. She explained the department began working on a plan in-house approximately a year ago and has some of the components of the plan already in place.

Dan Bernardy, 3248 70th Street, stated he believes the department can complete the strategic plan in-house. He opined that if the Assistant Fire Chief position had been filled in 2011 the plan would have already been completed. He stated the department is working off of three (3) sister cities' templates and including all of the components identified by Mr. Lynch. He commented that the components of the plan are all things that should be looked at and put together by people who have worked in the department and in the community. He reiterated that if the Assistant Chief position is filled it would free up other officers of the department to complete the strategic plan in-house.

Mayor Tourville suggested that if the Council moves forward with the hiring of an Assistant Fire Chief, that they give the Fire Department until the end of April to complete the 3-5 year strategic plan in-house. He stated this option would save the consulting fees.

Councilmember Grannis stated his only concern with that option is that one of the reasons Mr. Lynch recommended the development of the 3-5 year strategic plan was to assess the need for the full-time Assistant Fire Chief position. He agreed that it may be a good idea to bring in a neutral party to help with the development of the strategic plan and alleviate some of the tension between the departments.

Mayor Tourville stated part of the frustration has been that the position has been budgeted for and remains unfilled. He opined that if part of the premise for doing the strategic plan is to determine whether or not the position is needed, then that should be communicated to the Fire Department. He stated if the position is in the budget, then the Council should move forward with the knowledge that one of the priorities for that position is to complete the 3-5 year strategic plan.

Councilmember Grannis stated he would definitely be in favor of the Assistant Fire Chief position if it is needed, but if part of the strategic plan is to determine the need then it does not make sense to fill the position until the plan is completed.

Mr. Lynch stated he would be amenable to the Fire Department putting together the plan provided that a member of administration could be involved in the process and the Assistant Fire Chief position would not be filled until the report is finished.

Councilmember Klein stated Mr. Lynch's suggestion was a good idea.

Councilmember Grannis and Councilmember Madden withdrew their previous motion.

Motion by Grannis, second by Madden, to approve a joint effort between members of the Fire and Administration departments to develop a three to five year strategic plan for the Inver Grove Heights Fire Department by April 30, 2012 with the condition that the Assistant Fire Chief position not be filled until the plan is completed or both parties agree to provide direction to the Council to proceed with the hiring process for that position.

Mr. Bernardy reiterated his previous comments regarding the amount of time required to complete the strategic plan and the need for the Assistant Fire Chief position to be filled. He discussed why the position was put into the budget several years ago. He clarified that the department does not want to operate independently, but that it does operate differently from any other department in the City given the nature of the department and its staffing of paid on-call volunteers. He explained that there has been a person fulfilling the duties of a full-time Assistant Fire Chief for several years and opined that it is time that the individual be recognized for the work they have done.

Mayor Tourville stated everyone involved wants to determine what is best for the Fire department and the safety of the community as a whole.

Fire Chief Thill reiterated that the three year plan has been a priority to her department. She stated part of the difficulty in completing the plan has been a lack of time because the department does not have anyone in a full-time capacity to complete a lot of the operational items that need to be addressed on a daily basis. She stated she is agreeable to developing the three year plan in conjunction with Administration. She

explained it is hard to get it done without having another full-time person available to handle the operational and administrative duties of the department that would allow her to have more free time to complete the plan.

Councilmember Klein asked how much of the plan had been completed.

Fire Chief Thill estimated that approximately half of the plan had been completed. She stated all of the pieces have been put together, but they have to start laying out the action plans and goals.

Councilmember Klein asked the Chief if the consultant would be able to help get the plan completed.

Councilmember Piekarski Krech stated that the consultant would facilitate the process, but the Fire Department would still be required to do the majority of the work. Her understanding was that without the Assistant Fire Chief position, the department would still have a lack of personnel and would not have the time required to pull all of the components of the plan together.

Councilmember Klein stated they have been talking about a strategic plan for a couple of years. He commented that he does not understand why it has taken so long to complete the plan.

Mayor Tourville questioned if the proposed scope of work could be completed by Administration and the Fire Department.

Mr. Lynch stated it could be completed if the Fire Department has all of the data that they claim to. He explained he is willing to give them the opportunity to complete the plan by April 30, 2012.

The previous motion was withdrawn.

Motion by Klein, second by Grannis, to approve a joint effort between members of the Fire and Administration departments to develop a three to five year strategic plan for the Inver Grove Heights Fire Department by April 30, 2012 with monthly status reports provided to the Council.

Mr. Bernardy clarified that once a three year plan has been completed, in conjunction with the Administration Department, that the Council would move forward with hiring a full time Assistant Fire Chief because it has been budgeted for 2012.

Mayor Tourville stated if it stays in the budget the Council would move forward with filling the position if that is what both departments agree to do.

Ayes: 5

Nays: 0

Motion carried.

Councilmember Klein questioned if it would be possible to provide the Deputy Fire Chief with additional compensation for the extra hours of work he has put in while during the full-time Assistant Fire Chief hiring process.

Mr. Lynch explained a proposal for additional compensation would need to be presented by the Fire Chief and would depend on the availability of funds remaining in the department's budget.

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Assignment and Subordination of Contract for Private Development between the City of Inver Grove Heights, Brentwood Hills Limited Partnership and Wells Fargo Bank, National Association

Mr. Kuntz stated the item was reviewed and approved by the City's bond counsel.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 11-223 approving Assignment and Subordination of Contract for Private Development between the City of Inver Grove Heights, Brentwood Hills Limited Partnership and Wells Fargo Bank, National Association

Ayes: 5

Nays: 0

Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Grannis asked that a discussion be placed on an upcoming agenda regarding what they

are going to name the conference rooms in City Hall.

Councilmember Klein stated Holiday on Main Street would be held on Saturday, December 17th.

Mayor Tourville mentioned that the budget hearing would be held on December 12th and questions could be directed to Mr. Lynch.

9. ADJOURN: Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 8:33 p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 12, 2011
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

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

Approve the attached resolution approving disbursements for the period of November 23, 2011 to December 7, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending December 7, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$402,666.66
Debt Service & Capital Projects	626,111.94
Enterprise & Internal Service	46,595.25
Escrows	11,400.89
	<hr/>
Grand Total for All Funds	<u><u>\$1,086,774.74</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 Bill Schroepfer, Accountant at 651-450-2516.

Attached to this summary for your action is a resolution approving the disbursements for the period November 23, 2011 to December 7, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING DECEMBER 7, 2011**

WHEREAS, a list of disbursements for the period ending December 7, 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 Revenue	\$402,666.66
	Debt Service & Capital Projects	626,111.94
	Enterprise & Internal Service	46,595.25
	Escrows	11,400.89
	Grand Total for All Funds	<u>\$1,086,774.74</u>

Adopted by the City Council of Inver Grove Heights this 12th day of December, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 11/23/2011 - 12/7/2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	509546/5	12/07/2011	11/23/11	101.44.6000.451.60011	16.02
ACE PAINT & HARDWARE	509583/5	12/07/2011	11/28/11	101.44.6000.451.40040	16.84
ACE PAINT & HARDWARE	509633/5	12/07/2011	12/1/11	101.44.6000.451.60012	8.46
ADVISORS MARKETING GROUP, THE	17553	12/07/2011	100 LAPEL PIN	101.41.1100.413.60065	422.86
AEM FINANCIAL SOLUTIONS, LLC	285504	11/30/2011	CLIENT NO. 90020FS	101.41.2000.415.30700	9,000.00
AFSCME COUNCIL 5	INV0004974	12/02/2011	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	45.87
AFSCME COUNCIL 5	INV0004975	12/02/2011	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	726.68
AFSCME COUNCIL 5	INV0004976	12/02/2011	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	44.19
AMERICAN ENGINEERING TESTING, INC.	52276	11/23/2011	INV001	101.43.5100.442.30700	8,881.00
ANDERSON, ALLISON	11/14/11	11/30/2011	ICAC IT TRAINING	101.42.4000.421.50075	57.13
ARAMARK UNIFORM SERVICES	629-7368758	11/30/2011	CUSTOMER 15353001	101.43.5200.443.60045	10.70
ARAMARK UNIFORM SERVICES	629-7368758	11/30/2011	CUSTOMER 15353001	101.44.6000.451.60045	26.08
ARAMARK UNIFORM SERVICES	629-7373681	11/30/2011	CUSTOMER 15353001	101.44.6000.451.60045	26.08
ARAMARK UNIFORM SERVICES	629-7373681	11/30/2011	CUSTOMER 15353001	101.43.5200.443.60045	33.65
AT&T SUBPOENA CENTER	84971	11/30/2011	REF# 11-2861	101.42.4000.421.30700	40.00
BATTLES, SHANNON	11/29/11	12/07/2011	REIMBURSE-MILEAGE KDV SEMINAR	101.41.2000.415.50065	35.85
BAUER, CORA L	11/29/11	12/07/2011	REIMBURSE-MILEAGE KDV SEMINAR	101.41.2000.415.50065	28.52
BILLMEYER, JESSICA	11/14/11	11/23/2011	REIMBURSE-FEDEX	101.42.4000.421.50030	13.80
CARQUEST AUTO PARTS STORES	1596-165147	12/07/2011	11/14/11	101.44.6000.451.60040	17.06
CARQUEST AUTO PARTS STORES	1596-165239	12/07/2011	11/15/11	101.44.6000.451.60040	6.64
CARQUEST AUTO PARTS STORES	1596-165303	12/07/2011	11/16/11	101.44.6000.451.60040	(5.35)
CDW GOVERNMENT INC	1921212	11/30/2011	CUSTOMER 2394832	101.42.4000.421.60040	3,016.42
CENTURY LINK	11/13/11	12/07/2011	11/13/11	101.44.6000.451.50020	41.61
CENTURY LINK	11/13/11-2	12/07/2011	ACCOUNT 651 552 0672 975	101.44.6000.451.50020	41.61
CENTURY LINK	11/19/11	12/07/2011	ACCOUNT 651 455 9072 782	101.42.4200.423.50020	40.11
CENTURY LINK	11/22/11	12/07/2011	ACCOUNT 651 457 7671	101.44.6000.451.50020	41.61
CENTURY LINK	11/22/11-2	12/07/2011	ACCOUNT 651 457 7674 999	101.44.6000.451.50020	41.61
COPY RIGHT	53120	11/30/2011	11/16/11	101.42.4000.421.50030	309.29
DAKOTA COMMUNICATIONS CENTER	IG2011-12	11/30/2011	DECEMBER 2011 MONTHLY DCC FEE	101.42.4000.421.70300	26,178.00
DAKOTA COMMUNICATIONS CENTER	IG2011-12	11/30/2011	DECEMBER 2011 MONTHLY DCC FEE	101.42.4200.423.70501	13,090.00
DAKOTA CTY FINANCIAL SVCS	12/1/11	12/07/2011	STS CREW WORK ACCOUNT ID 723	101.44.6000.451.70501	10,634.00
DAKOTA CTY FINANCIAL SVCS	12/1/11	12/07/2011	STS CREW WORK ACCOUNT ID 723	101.43.5200.443.40066	1,063.40
DAKOTA CTY TREASURER-AUDITOR (HST)	OCT-11	12/07/2011	ACCT 5070	101.42.4000.421.70300	1,369.14
DAKOTA CTY TREASURER-AUDITOR (HST)	OCT-11	12/07/2011	ACCT 5070	101.43.5200.443.30700	48.04
DAKOTA CTY TREASURER-AUDITOR (HST)	OCT-11	12/07/2011	ACCT 5070	101.42.4200.423.70501	1,417.18
DAKOTA ELECTRIC ASSN	11/23/11	12/07/2011	ACCOUNT 461221-4	101.43.5400.445.40020	48.96
DAKOTA ELECTRIC ASSN	11/23/11-4	12/07/2011	ACCOUNT 246837-9	101.44.6000.451.40020	3,150.39
DAKOTA ELECTRIC ASSN	11/23/11-5	12/07/2011	ACCOUNT 443054-2	101.44.6000.451.40020	10.94
DAKOTA ELECTRIC ASSN	11/23/11-6	12/07/2011	ACCOUNT 393563-2	101.44.6000.451.40020	380.59
DAKOTA ELECTRIC ASSN	11/23/11-7	12/07/2011	ACCOUNT 250165-8	101.44.6000.451.40020	516.43
EFTPS	INV0004876	11/23/2011	FEDERAL WITHHOLDING	101.203.2030200	101.90
EFTPS	INV0004878	11/23/2011	MEDICARE WITHHOLDING	101.203.2030500	34.84
EFTPS	INV0004879	11/23/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	124.92
EFTPS	INV0004909	11/23/2011	FEDERAL WITHHOLDING	101.203.2030200	62.23
EFTPS	INV0004911	11/23/2011	MEDICARE WITHHOLDING	101.203.2030500	26.90
EFTPS	INV0004912	11/23/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	96.45
EFTPS	INV0004915	11/23/2011	MEDICARE WITHHOLDING	101.203.2030500	7.90
EFTPS	INV0004916	11/23/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	28.35
EFTPS	INV0004996	11/30/2011	FEDERAL WITHHOLDING	101.203.2030200	5,765.97
EFTPS	INV0004998	11/30/2011	MEDICARE WITHHOLDING	101.203.2030500	1,036.98
EFTPS	INV0004999	11/30/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	870.97
EFTPS	INV0004981	12/02/2011	FEDERAL WITHHOLDING	101.203.2030200	39,055.57
EFTPS	INV0004983	12/02/2011	MEDICARE WITHHOLDING	101.203.2030500	10,011.12
EFTPS	INV0004984	12/02/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	24,016.51
EFTPS	INV0005040	12/02/2011	FEDERAL WITHHOLDING	101.203.2030200	274.16
EFTPS	INV0005042	12/02/2011	MEDICARE WITHHOLDING	101.203.2030500	83.04
EFTPS	INV0005139	12/05/2011	FEDERAL WITHHOLDING	101.203.2030200	38.98
EFTPS	INV0005141	12/05/2011	MEDICARE WITHHOLDING	101.203.2030500	21.12
EFTPS	INV0005142	12/05/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	75.72
EFTPS	INV0005144	12/05/2011	FEDERAL WITHHOLDING	101.203.2030200	243.32
EFTPS	INV0005146	12/05/2011	MEDICARE WITHHOLDING	101.203.2030500	62.18
EFTPS	INV0005147	12/05/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	222.96
FLAIR FOUNTAINS	6589	12/07/2011	10/19/11	101.44.6000.451.30700	1,789.38
GENZ-RYAN PLUMBING & HEATING	3954	11/23/2011	REFUND 10333 BARNES WAY	101.45.0000.3222000	94.80
GLASSING FLORIST	312358	11/30/2011	ACCOUNT 00014099	101.43.5000.441.60065	78.09
HEALTHEAST MEDICAL TRANSPORTATION	11-32089	11/23/2011	OLSIE, CHRIS 10/21/11	101.42.4000.421.30700	85.00
HENNING FIRE PROTECTION EQUIPMENT	246783	11/23/2011	11/5/11	101.42.4000.421.60065	716.07
HIDEAWAY SHOOTING RANGE LLC	11/7/11	11/23/2011	AUGUST RANGE USE	101.42.4000.421.50080	367.50
HOISINGTON KOEGLER GROUP INC.	011-046-1	11/23/2011	SERVICES FROM OCTOBER 1, 2011- OCTOBER 31, 2011	101.44.6000.451.30700	1,132.93
ICMA RETIREMENT TRUST - 457	INV0004993	11/30/2011	ICMA (AGE 50 & OVER)	101.203.2031400	15,100.00
ICMA RETIREMENT TRUST - 457	INV0004928	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0004929	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	301.13
ICMA RETIREMENT TRUST - 457	INV0004930	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0004931	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	459.60
ICMA RETIREMENT TRUST - 457	INV0004932	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0004933	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	316.48
ICMA RETIREMENT TRUST - 457	INV0004934	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	597.86

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0004935	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	123.97
ICMA RETIREMENT TRUST - 457	INV0004936	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0004937	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	577.55
ICMA RETIREMENT TRUST - 457	INV0004938	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0004939	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	160.27
ICMA RETIREMENT TRUST - 457	INV0004940	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	850.00
ICMA RETIREMENT TRUST - 457	INV0004941	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	741.94
ICMA RETIREMENT TRUST - 457	INV0004942	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0004943	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	232.31
ICMA RETIREMENT TRUST - 457	INV0004944	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	650.00
ICMA RETIREMENT TRUST - 457	INV0004945	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	204.88
ICMA RETIREMENT TRUST - 457	INV0004946	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0004947	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	158.32
ICMA RETIREMENT TRUST - 457	INV0004948	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0004949	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	35.10
ICMA RETIREMENT TRUST - 457	INV0004950	12/02/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	400.00
ICMA RETIREMENT TRUST - 457	INV0004951	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	198.24
ICMA RETIREMENT TRUST - 457	INV0004952	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0004953	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	INV0004954	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0004955	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	185.08
ICMA RETIREMENT TRUST - 457	INV0004956	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0004957	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	495.90
ICMA RETIREMENT TRUST - 457	INV0004958	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0004959	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	INV0004960	12/02/2011	ICMA (AGE 50 & OVER)	101.203.2031400	4,616.29
ICMA RETIREMENT TRUST - 457	INV0004961	12/02/2011	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0004970	12/02/2011	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0004971	12/02/2011	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
INFINITY WIRELESS	30231	11/30/2011	9/14/11	101.42.4200.423.40040	325.97
ING DIRECT	INV0004887	11/23/2011	MSRS-HCSP	101.203.2032200	157.96
ING DIRECT	INV0004923	11/23/2011	MSRS-HCSP	101.203.2032200	17.60
ING DIRECT	INV0004994	11/30/2011	MSRS-HCSP	101.203.2032200	21,000.00
ING DIRECT	INV0005148	12/05/2011	MSRS-HCSP	101.203.2032200	473.32
INVER GROVE FORD	11/23/11	11/30/2011	ACCOUNT 94917 MONTHLY RENTAL CHARGE 8913P	101.42.4000.421.70300	266.88
IUOE	INV0004977	12/02/2011	UNION DUES IUOE	101.203.2031000	1,112.55
KARAS TECHNICAL SERVICE	SO11186-1	11/23/2011	10/18/11	101.42.4000.421.40042	329.73
KIMLEY-HORN & ASSOCIATES, INC.	4608884	11/30/2011	PROJECT NO 160509019.3	101.43.5200.443.30300	7,944.70
KRECH EXTERIORS	1854	11/30/2011	11/14/11	101.42.4200.423.40040	536.00
LANGUAGE LINE SERVICES	2843071	11/23/2011	ACCOUNT 902-0909043	101.42.4000.421.50020	24.54
LELS	INV0004978	12/02/2011	UNION DUES (LELS)	101.203.2031000	1,080.00
LELS SERGEANTS	INV0004979	12/02/2011	UNION DUES (LELS SGT)	101.203.2031000	210.00
LILLIE SUBURBAN NEWSPAPERS	9/30/11	11/30/2011	ACCOUNT 001363	101.43.5100.442.50025	67.07
LOCAL GOVERNMENT INFORMATION SYSTEM	34295	11/23/2011	10/31/11	101.42.4000.421.70300	1,431.00
METROPOLITAN COUNCIL ENVIRON SRVCS	OCTOBER 2011 - B	11/30/2011	SAC OCTOBER 2011	101.41.0000.3414000	(111.50)
MIKE'S SHOE REPAIR, INC.	11182011	11/30/2011	11/19/11	101.42.4200.423.40042	30.00
MINNEAPOLIS OXYGEN CO.	1027118	11/30/2011	ACCOUNT 113504	101.42.4200.423.40042	21.87
MINNEAPOLIS OXYGEN CO.	1027119	11/30/2011	ACCOUNT 113505	101.42.4200.423.40042	80.18
MINNEAPOLIS OXYGEN CO.	3015120	11/30/2011	ACCOUNT 113505	101.42.4200.423.40040	118.47
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0004927	12/02/2011	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	301.33
MN DEPT OF REVENUE	INV0004877	11/23/2011	STATE WITHHOLDING	101.203.2030300	44.40
MN DEPT OF REVENUE	INV0004910	11/23/2011	STATE WITHHOLDING	101.203.2030300	43.25
MN DEPT OF REVENUE	INV0004914	11/23/2011	STATE WITHHOLDING	101.203.2030300	10.27
MN DEPT OF REVENUE	INV0004997	11/30/2011	STATE WITHHOLDING	101.203.2030300	1,515.65
MN DEPT OF REVENUE	INV0004982	12/02/2011	STATE WITHHOLDING	101.203.2030300	15,740.18
MN DEPT OF REVENUE	INV0005041	12/02/2011	STATE WITHHOLDING	101.203.2030300	140.37
MN DEPT OF REVENUE	INV0005140	12/05/2011	STATE WITHHOLDING	101.203.2030300	24.87
MN DEPT OF REVENUE	INV0005145	12/05/2011	STATE WITHHOLDING	101.203.2030300	112.93
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.45.3200.419.20620	30.53
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.43.5100.442.20620	123.04
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.45.3000.419.20620	30.16
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.44.6000.451.20620	94.29
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.41.1100.413.20620	75.50
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.43.5200.443.20620	69.36
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.42.4200.423.20620	41.08
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.41.2000.415.20620	54.50
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.45.3300.419.20620	59.40
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.203.2030900	1,742.18
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.42.4000.421.20620	496.96
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	101.43.5000.441.20620	21.61
MN NCPERS LIFE INSURANCE	11/29/11	11/30/2011	DECEMBER 2011	101.203.2031600	304.00
MN RUSCO, INC.	10/20/11	12/07/2011	PERMIT REFUND BD 2011-1713	101.43.0000.3221000	188.80
NEEDELS SUPPLY INC	161587	11/30/2011	11/15/11	101.42.4200.423.60010	171.00
NEEDELS SUPPLY INC	161592	12/07/2011	11/18/11	101.42.4200.423.60011	447.72
NFPA	5359528X	11/30/2011	I.D. NUMBER 2609930 ONE YEAR MEMBERSHIP	101.42.4200.423.50070	165.00
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.41.1100.413.30550	23.60
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.45.3000.419.30550	13.30
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.42.4000.421.30550	90.40
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.43.5100.442.30550	28.75
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.43.5000.441.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.41.2000.415.30550	28.91
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.44.6000.451.30550	5.03
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	101.45.3300.419.30550	12.30
OPTUMHEALTH FINANCIAL SERVICES	INV0004995	11/30/2011	HSA ELECTION-FAMILY	101.203.2032500	691.89
OPTUMHEALTH FINANCIAL SERVICES	INV0004972	12/02/2011	HSA ELECTION-SINGLE	101.203.2032500	1,937.31
OPTUMHEALTH FINANCIAL SERVICES	INV0004973	12/02/2011	HSA ELECTION-FAMILY	101.203.2032500	2,663.83

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
PERA	INV0004906	11/23/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	6.12
PERA	INV0004907	11/23/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	38.25
PERA	INV0004908	11/23/2011	PERA COORDINATED PLAN	101.203.2030600	38.25
PERA	INV0004962	12/02/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,342.76
PERA	INV0004964	12/02/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	14,641.65
PERA	INV0004965	12/02/2011	PERA COORDINATED PLAN	101.203.2030600	14,641.65
PERA	INV0004966	12/02/2011	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0004967	12/02/2011	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0004968	12/02/2011	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	14,789.13
PERA	INV0004969	12/02/2011	PERA POLICE & FIRE PLAN	101.203.2030600	9,859.45
PERA	INV0005038	12/02/2011	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	740.04
PERA	INV0005039	12/02/2011	PERA POLICE & FIRE PLAN	101.203.2030600	493.37
PERA	INV0005136	12/05/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	5.50
PERA	INV0005137	12/05/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	34.37
PERA	INV0005138	12/05/2011	PERA COORDINATED PLAN	101.203.2030600	34.37
REGIONS HOSPITAL	416102-1	11/30/2011	SALADO, ZULEIDIT 045768611	101.42.4000.421.30700	105.68
RHEAUME, MELISSA	11/28/11	12/07/2011	REIMBURSE-CARIBOU	101.41.1000.413.50075	37.49
SAM'S CLUB	11/23/11 IGH	12/07/2011	ACCOUNT 7715 0900 6117 2300	101.41.1100.413.60018	92.64
SEALCOLE-CRC LLC	98831	12/07/2011	ORDER 87584	101.44.6000.451.40040	1,909.41
SNELLING CO	6/27/11	12/07/2011	REFUND PERMIT MH 2011-903	101.45.0000.3224000	63.60
SPRINGSTED, INC.	11/11/11 #1	11/30/2011	PROJECT 0000443.103 7/1/11 - 7/31/11	101.41.2000.415.30700	1,087.22
SPRINGSTED, INC.	000443.107	12/07/2011	SERVICES 11/1/11-12/31/11 SUBSCRIPTION 2011-2012	101.130.1430000	9,014.43
SPRINT	487383319-120	12/07/2011	ACCOUNT 487383319	101.44.6000.451.50020	291.44
SPRINT	573073317-120	11/30/2011	ACCOUNT 573073317	101.41.1100.413.50020	38.11
SPRINT	166309819-048	12/07/2011	ACCOUNT 166309819	101.41.1100.413.50020	260.00
SPRINT	249383315-120	11/30/2011	ACCOUNT 249383315	101.43.5200.443.50020	265.65
SPRINT	266183728-086	11/30/2011	ACCOUNT 266183728	101.42.4200.423.50020	530.83
SPRINT	266948529-091	11/30/2011	ACCOUNT 266948529-091	101.42.4000.421.50020	343.03
SPRINT	603079272-002	12/07/2011	ACCOUNT 603079272	101.41.1100.413.50020	385.40
SPRINT	641378810-048	11/30/2011	ACCOUNT 641378810	101.42.4200.423.50020	39.99
STEENBERG, LUKE	11/19/11	11/30/2011	REIMBURSE-TRAINING	101.42.4200.423.50065	22.20
STREICHER'S	1880853	11/30/2011	ORDER S944210	101.42.4000.421.60018	4,133.11
SWEENEY, JIM	11/15/11	11/23/2011	REIMBURSE-CUB/BYERLYS	101.43.5000.441.50075	152.47
TRACTOR SUPPLY CREDIT PLAN	55916	11/23/2011	11/23	101.44.6000.451.60040	5.35
U OF M - CCE REGISTRATION	5TH ANNUAL MN WETLANDS	12/07/2011	NICK HAHN REGISTRATION	101.43.5100.442.50080	155.00
UNIFORMS UNLIMITED	97522	11/23/2011	ACCOUNT I14866	101.42.4000.421.60045	82.83
UNITED WAY	INV0004980	12/02/2011	UNITED WAY	101.203.2031300	155.00
UNIVERSITY NATIONAL BANK	INV0004963	12/02/2011	STEVE HER FILE #62-CV-07-3401	101.203.2031900	435.18
VANDERHEYDEN LAW OFFICE, P.A.	INV0004926	12/02/2011	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	365.09
WAL-MART BUSINESS	11/22/11	11/30/2011	ACCOUNT 6032 2025 3025 7113	101.42.4000.421.60065	144.82
WHAT WORKS INC	IGH-05	12/07/2011	10/12/11 - 11/15/11	101.41.1100.413.30700	950.00
XCEL ENERGY	303479294	11/23/2011	396397812	101.42.4000.421.40042	11.31
XCEL ENERGY	303479294	11/23/2011	396397809	101.42.4000.421.40042	10.56
XCEL ENERGY	303479294	11/23/2011	396397708	101.42.4000.421.40042	8.29
XCEL ENERGY	303479294	11/23/2011	396397726	101.42.4000.421.40042	11.31
XCEL ENERGY	304680650	12/07/2011	ACCOUNT 51-6025596-7	101.43.5400.445.40020	32.12
XCEL ENERGY	304718284	12/07/2011	ACCOUNT 51-8394358-2	101.43.5400.445.40020	31.03
XCEL ENERGY	304735649	12/07/2011	ACCOUNT 51-9359857-3	101.43.5400.445.40020	386.68
XCEL ENERGY	304857415	12/07/2011	ACCOUNT 51-7094669-1	101.43.5400.445.40020	33.96
XCEL ENERGY	305427938	12/07/2011	ACCOUNT 51-8849473-7	101.43.5400.445.40020	92.02
XCEL ENERGY	305453927	12/07/2011	ACCOUNT 51-9782436-1	101.43.5400.445.40020	129.69
ZOYA, KENT	11/4/11	11/23/2011	REIMBURSE- WALMART/TARGET	101.42.4200.423.60065	56.82
ZOYA, KENT	11/14/11	11/30/2011	REIMBURSE-TARGET AND WALMART	101.42.4200.423.60065	35.51
ZOYA, KENT	11/19/11-11/28/11	12/07/2011	REIMBURSE-TARGET/WALMART	101.42.4200.423.60065	171.73

101 - GENERAL FUND

339,769.15

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
NOVOPRINT USA, INC.	74991	12/07/2011	11/17/11	201.44.1600.465.50025	995.00
RIVER HEIGHTS CHAMBER OF COMMERCE	1979	12/07/2011	SERVICES FOR NOVEMBER 2011	201.44.1600.465.30700	1,592.50
RIVER HEIGHTS CHAMBER OF COMMERCE	1979	12/07/2011	SERVICES FOR NOVEMBER 2011	201.44.1600.465.40065	200.00
TOUR MINNESOTA ASSOCIATION	11/16/11	12/07/2011	DECEMBER 14, 2011 TMA MEETING	201.44.1600.465.50080	12.00
201 - C.V.B. FUND					2,799.50
BIRKELO, SARAH	11/18/11	12/07/2011	ACH PR RTN 11/18/11	204.44.6100.452.10300	31.84
COMMUNITY EDUCATION	12/1/11	12/07/2011	SENIOR LUNCH/TRIP FANNY HILL	204.227.2271000	2,388.00
FIRST IMPRESSION GROUP, THE	46922-20	11/30/2011	JOB NUMBER 46922	204.44.6100.452.50035	1,085.00
IGH SENIOR CLUB	12/1/11	12/07/2011	SENIOR CLUB MEMBERSHIPS NOV 2011	204.227.2271000	200.00
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	204.44.6100.452.20620	72.11
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	204.44.6100.452.30550	13.09
PENTTILA, KEN	11/21/11	11/30/2011	CLASS REFUND	204.227.2271000	21.00
SPRINT	302193319-120	11/30/2011	ACCOUNT 30219319	204.44.6100.452.50020	90.68
URULE IGBAVBOA	11/21/11	12/07/2011	SOCCER OFFICIAL TRAINING	204.44.6100.452.30700	60.00
204 - RECREATION FUND					3,961.72
ACE PAINT & HARDWARE	509446/5	12/07/2011	11/16/11	205.44.6200.453.60016	9.60
ACE PAINT & HARDWARE	509448/5	12/07/2011	11/16/11	205.44.6200.453.60016	17.93
ACE PAINT & HARDWARE	209533/5	12/07/2011	11/22/11	205.44.6200.453.60016	18.68
ACE PAINT & HARDWARE	509525/5	12/07/2011	11/22/11	205.44.6200.453.60016	6.37
AIM ELECTRONICS	34882	12/07/2011	SER. REPORT #29918	205.44.6200.453.40042	282.02
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10007603	11/30/2011	CUSTOMER 23193-11-60008	205.44.6200.453.60018	54.00
BAEHMAN, ERIC	11/30/11	12/07/2011	REFUND DUE TO LOW ENROLLMENT	205.44.0000.3493501	285.00
COMCAST	11/12/11	11/30/2011	ACCOUNT 8772 10 591 0127188	205.44.6200.453.50070	261.64
FIRST IMPRESSION GROUP, THE	46922-20	11/30/2011	JOB NUMBER 46922	205.44.6200.453.50035	1,085.00
HILLYARD INC	600017699	11/30/2011	ORDER 21158051	205.44.6200.453.60011	205.03
HILLYARD INC	600017699	11/30/2011	ORDER 21158051	205.44.6200.453.60011	205.03
HILLYARD INC	600023039	12/07/2011	CUSTOMER 274069	205.44.6200.453.60011	115.29
HILLYARD INC	600023039	12/07/2011	CUSTOMER 274069	205.44.6200.453.60011	115.29
HUEBSCH SERVICES	2800870	12/07/2011	CUSTOMER 92965	205.44.6200.453.40040	106.11
JERHOFF, BARBARA	12/1/11	12/07/2011	REFUND KETTLEBELL	205.44.0000.3493501	29.00
LILLIE SUBURBAN NEWSPAPERS	9/30/11	11/30/2011	ACCOUNT 001363	205.44.6200.453.50025	30.39
M & E ENGINEERING INC	5764	12/07/2011	INVERGROVE AHU-2 REPLACEMENT #00111	205.44.6200.453.80800	4,986.40
MN DEPT OF LABOR & INDUSTRY	ALR0015250I	12/07/2011	CUSTOMER 0000170372	205.44.6200.453.50070	100.00
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	205.44.6200.453.20620	12.21
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	205.44.6200.453.20620	25.25
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	205.44.6200.453.20620	25.26
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	205.44.6200.453.20620	29.21
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	205.44.6200.453.20620	12.21
MONEY MAILER OF THE TWIN CITIES	6244	12/07/2011	11/18/11	205.44.6200.453.50025	400.00
NEIGHBORS, INC.	11/29/11	11/30/2011	REFUND-8676 BLACKHAWK TR. PERMIT BD2011-1713	205.44.0000.3493501	150.00
ONE DISH AT A TIME	IGH001	12/07/2011	HEART HEALTHY GRAINS	205.44.6200.453.30700	145.00
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	205.44.6200.453.30550	28.23
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	205.44.6200.453.30550	5.65
PUSH PEDAL PULL	5007907-IN	12/07/2011	ORDER 0002291	205.44.6200.453.60040	23,197.21
PUSH PEDAL PULL	5007908-IN	12/07/2011	ORDER 0002637	205.44.6200.453.80200	6,016.26
R & R SPECIALTIES OF WI, INC.	0048787-IN	11/30/2011	11/18/11	205.44.6200.453.40042	33.50
RECREATION SUPPLY COMPANY	232937	12/07/2011	ORDER 300347	205.44.6200.453.40040	632.95
SALAS, VERONICA	11/30/11	12/07/2011	REFUND TADPOLE	205.44.0000.3493501	54.00
SCHINDLER ELEVATOR CORPORATION	8103067613	12/07/2011	BILLING ID 1077364	205.44.6200.453.40040	259.08
SPORTS PROMOTIONS	2011-2012 CONTRACT	12/07/2011	2011-2012 HOCKEY TOURNAMENT CONTRACT	205.44.6200.453.50025	80.00
SPRINT	573073317-120	11/30/2011	ACCOUNT 573073317	205.44.6200.453.50020	75.37
SPRINT	573073317-120	11/30/2011	ACCOUNT 573073317	205.44.6200.453.50020	151.07
SPRINT	573073317-120	11/30/2011	ACCOUNT 573073317	205.44.6200.453.50020	75.38
SPRINT	573073317-120	11/30/2011	ACCOUNT 573073317	205.44.6200.453.50020	21.81
SPS COMPANIES, INC.	S2456213.001	11/30/2011	CUSTOMER 3917	205.44.6200.453.60016	30.06
TAHO SPORTSWEAR	11TF2290	11/30/2011	11/21/11	205.44.6200.453.60065	106.50
VANCO SERVICES LLC	00004857451	12/07/2011	NOVEMBER 2011	205.44.6200.453.70600	66.00
WALL TRENDS INC	5300	12/07/2011	LOBBY PAINTING	205.44.6200.453.80200	16,580.00
205 - COMMUNITY CENTER					56,136.29
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	342.57.9000.570.90300	400.00
342 - G.O.WATER REV REF 2004B					400.00
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	344.57.9000.570.90300	400.00
344 - G.O. STORM WATER, 2005D					400.00
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	346.57.9000.570.90300	400.00
346 - 2006A IMPROVEMENT BONDS					400.00
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	347.57.9000.570.90300	400.00
347 - WATER REV BONDS 2006C					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAC NP303-121	348.57.9000.570.90300	400.00
348 - G.O. EQUIP. CERT. 2007A					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAC NP303-121	349.57.9000.570.90300	400.00
349 - G.O. IMPROVEMENT 2007B					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAC NP303-121	350.57.9000.570.90300	400.00
350 - G.O. SEWER REVENUE 2007C					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAC NP303-121	351.57.9000.570.90300	400.00
351 - G.O. EQUIP. CERT. 2008B					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAC NP303-121	352.57.9000.570.90300	400.00
352 - G.O. IMPROVEMENT 2008A					400.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	385.57.9000.570.90300	350.00
385 - 2003C TAXABLE TIF REF BON					350.00
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	386.57.9000.570.90300	350.00
386 - 2003D GO TIF REFUND. BOND					350.00
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	387.57.9000.570.90300	400.00
387 - G.O. TAX INCR REF, 2005A					400.00
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPRATION-FEES MAC#N9303-121	388.57.9000.570.90300	400.00
388 - G.O. TAX INCR REF, 2005B					400.00
BRAUN INTERTEC CORPORATION	334360	11/30/2011	PROJECT BL-09-03906B	402.44.6000.451.30700	383.40
402 - PARK ACQ. & DEV. FUND					383.40
METROPOLITAN COUNCIL ENVIRON SRVCS	OCTOBER 2011	11/30/2011	SAC OCTOBER 2011	404.217.2170000	11,150.00
404 - SEWER CONNECTION FUND					11,150.00
CITY OF EAGAN	2011 06-01	12/07/2011	CONTRACT 06-01 WESCOTT/TH 149	425.72.5900.725.80300	229,039.25
DAKOTA CTY PROPERTY RECORDS	SECOND HALF TAX 2011	12/07/2011	PROJECT 2003-03	425.72.5900.725.80100	463.78
425 - 2005 IMPROVEMENT FUND					229,503.03
GENERAL OFFICE PRODUCTS COMPANY	347092	12/07/2011	ORDER 263907	428.72.5900.728.80500	26,671.73
INTEGRA TELECOM	120315619	12/07/2011	CUSTOMER 002129	428.72.5900.728.80600	9,978.46
INTEGRA TELECOM	120315702	12/07/2011	CUSTOMER 002129	428.72.5900.728.80600	3,970.42
428 - 2008 IMPROVEMENT FUND					40,620.61
TOTAL CONSTRUCTION & EQUIP.	PAY VOUCHER NO. 1	12/07/2011	PAY VOUCHER NO. 1 PROJECT NO. 2010-22	430.73.5900.730.80300	14,891.25
430 - 2010 IMPROVEMENT FUND					14,891.25
GARTZKE CONSTRUCTION INC	PAY VOUCHER NO. 1	12/07/2011	PAY VOUCHER NO. 1 PROJECT NO. 2011-17	431.73.5900.731.40066	56,832.80
431 - 2011 IMPROVEMENT FUND					56,832.80
AMERICAN ENGINEERING TESTING, INC.	52783	12/07/2011	INV001	440.74.5900.740.30340	966.70
BOLTON & MENK, INC.	0142894	11/30/2011	PROJECT T18.103889	440.74.5900.740.30300	28,489.00
LILLIE SUBURBAN NEWSPAPERS	9/30/11	11/30/2011	ACCOUNT 001363	440.74.5900.740.50025	205.74
PEARSON BROTHERS, INC.	FINAL PAY VOUCHER NO. 2	12/07/2011	FINAL PAY VOUCHER NO. 2 PROJECT NO. 2011-09B	440.74.5900.740.40046	31,771.69
S. M. HENTGES & SONS, INC.	PAY VOUCHER NO. 6	12/07/2011	PAYMENT VOUCHER NO. 6 PROJECT NO. 2011-09D	440.74.5900.740.80300	44,869.60
440 - PAVEMENT MANAGEMENT PROJ					106,302.73
AMES CONSTRUCTION INC	FINAL PAY VO. NO. 16	11/28/2011	CITY PROJECT NO. 2003-15	446.74.5900.746.80300	150,009.34
446 - NW AREA					150,009.34
DLR GROUP	0087887	11/30/2011	PROJECT NO 40-11141-00	451.75.5900.751.30700	11,045.78
451 - HOST COMMUNITY FUND					11,045.78
KENNEDY & GRAVEN	NV125-00013 10/18-10/31	11/30/2011	FINE ASSOCIATES REDEVELOPMENT PROJECT 10/18-10/31453.57.9000.570.30420		273.00
453 - SE QUADRANT TIF DIST 4-1					273.00
ACE PAINT & HARDWARE	509468/5	11/30/2011	11/11/11	501.50.7100.512.60016	5.61
ACE PAINT & HARDWARE	509599/5	12/07/2011	11/29/11	501.50.7100.512.60016	10.42
CITY OF BLOOMINGTON	11/28/11	12/07/2011	P/A TOTAL COLIFORM 11/1/11 - 11/28/11	501.50.7100.512.30700	400.00
DAKOTA CTY FINANCIAL SVCS	12/1/11	12/07/2011	STS CREW WORK ACCOUNT ID 723	501.50.7100.512.30700	1,063.40
DAKOTA ELECTRIC ASSN	11/23/11-3	12/07/2011	ACCOUNT 214831-0	501.50.7100.512.40020	11.14
DEY DISTRIBUTING	5089762	11/30/2011	ORDER 3285564	501.50.7100.512.40040	23.31
DEY DISTRIBUTING	5094029	11/30/2011	11/16/11	501.50.7100.512.40040	165.15
DEY DISTRIBUTING	5097394	11/30/2011	ORDER 3292060	501.50.7100.512.40040	25.82
ELECTRIC FIRE & SECURITY	76517	12/07/2011	JOB 114178	501.50.7100.512.40040	457.96
GOPHER STATE ONE-CALL	18359	11/23/2011	STATEMENT 11/11/11	501.50.7100.512.30700	830.95
HACH COMPANY	7474930	11/23/2011	ACCOUNT 255136	501.50.7100.512.50080	250.00
HOME DEPOT CREDIT SERVICES	12/1/11 UTILITIES	11/30/2011	ACCOUNT 6035 3225 0269 1268	501.50.7100.512.60016	284.03
M & J SERVICES, LLC	144	12/07/2011	79TH AND BLAINE	501.50.7100.512.40046	680.00
METRO SHEETMETAL	1259M	12/07/2011	HEAT RECOVERY CELL WASTE WATER TREATMENT PLANT	501.50.7100.512.40040	358.00
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	501.50.7100.512.20620	55.67
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	501.50.7100.512.30550	21.36
SPRINT	842483314-120	11/30/2011	ACCOUNT 634573312	501.50.7100.512.50020	341.35
TKDA	002011003399	11/30/2011	PROJECT NO 0014026.007	501.50.7100.512.30700	1,267.92
501 - WATER UTILITY FUND					6,252.09
DAKOTA CTY TREASURER	OCTOBER 2011	11/30/2011	OCTOBER 2011 PERMIT APPLICATION	502.207.2070100	200.00
FLEXIBLE PIPE TOOL COMPANY	14756	11/23/2011	11/9/11	502.51.7200.514.40042	161.56
INFRATECH	PR11806	11/23/2011	SERVICE LINE 2518 79TH STREET	502.51.7200.514.40043	630.00
INFRATECH	PR11914	12/07/2011	11/17/11	502.51.7200.514.40043	600.00
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	502.51.7200.514.20620	35.99
MPCA	11/16/11	11/30/2011	WASTEWATER CERTIFICATION RENEWAL	502.51.7200.514.50070	23.00
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	502.51.7200.514.30550	13.54
VALLEY-RICH CO, INC	17283	11/30/2011	JOB R1178711/11	502.51.7200.514.40043	420.00
502 - SEWER UTILITY FUND					2,084.09

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	509431/5	11/23/2011	11/15/11	503.52.8600.527.40040	17.08
ACE PAINT & HARDWARE	509443/5	11/23/2011	11/16/11	503.52.8600.527.40040	4.26
ACE PAINT & HARDWARE	509472/5	11/30/2011	11/17/11	503.52.8600.527.60012	22.95
ACE PAINT & HARDWARE	509482/5	11/30/2011	11/18/11	503.52.8600.527.60012	(2.48)
DAKOTA ELECTRIC ASSN	11/23/11-2	12/07/2011	ACCOUNT 201360-5	503.52.8600.527.40020	266.85
DEX MEDIA EAST	11/13/11	11/30/2011	ACCOUNT 110360619	503.52.8500.526.50025	106.38
DEX MEDIA EAST	11/20/11	12/07/2011	ACCOUNT 110360619	503.52.8500.526.50025	102.95
FRONTIER AG & TURF	P26095	12/07/2011	ACCOUNT INVER001	503.52.8600.527.40042	205.67
G & K SERVICES	1182450203	11/23/2011	11/14/11	503.52.8600.527.60045	129.69
G & K SERVICES	1182461137	11/30/2011	PO 17194	503.52.8600.527.60045	123.77
G & K SERVICES	1182472057	12/07/2011	PO NUMBER 17194	503.52.8600.527.60045	129.69
GEMPLER'S INC.	1018135970	12/07/2011	ORDER SC08993850	503.52.8600.527.60065	191.81
GERTENS	241991	11/23/2011	11/16/11	503.52.8600.527.60020	5.67
GRAINGER	9683215850	11/23/2011	ACCOUNT 855256939	503.52.8600.527.60012	1,105.62
GRANDMA'S BAKERY	178681	11/23/2011	11/3/11	503.52.8300.524.76050	18.25
GRANDMA'S BAKERY	178963	11/23/2011	11/4/11	503.52.8300.524.76050	18.25
GRANDMA'S BAKERY	179237	11/23/2011	11/5/11	503.52.8300.524.76050	21.14
GRANDMA'S BAKERY	179490	11/23/2011	11/6/11	503.52.8300.524.76050	21.14
GRANDMA'S BAKERY	179736	11/23/2011	11/7/11	503.52.8300.524.76050	18.20
GRANDMA'S BAKERY	180860	11/23/2011	11/11/11	503.52.8300.524.76050	18.17
GRANDMA'S BAKERY	181125	11/23/2011	11/12/11	503.52.8300.524.76050	18.17
HANCO CORPORATION	596335	11/23/2011	332801	503.52.8600.527.60014	581.31
MENARDS - WEST ST. PAUL	50836	11/30/2011	ACCOUNT 30170265	503.52.8600.527.60012	399.53
MENARDS - WEST ST. PAUL	52511	11/30/2011	11/21/11	503.52.8500.526.60065	12.74
MILNER DISTRIBUTION ALLIANCE INC	72790	11/30/2011	10/10/11	503.52.8200.523.76400	255.95
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	503.52.8600.527.20620	43.30
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	503.52.8500.526.20620	25.53
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	503.52.8000.521.20620	28.50
MOYNIHAN, MATT	8/26/11	12/07/2011	REIMBURSE-SAM'S CLUB	503.52.8300.524.76050	34.56
MPGMA	11/22/11	11/23/2011	8TH ANNUAL MPGMA ANNUAL MEETING	503.52.8500.526.50025	100.00
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	503.52.8500.526.30550	8.30
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	503.52.8600.527.30550	19.60
PRESTIGE ELECTRIC, INC.	85303	11/23/2011	11/11/11	503.52.8500.526.40040	665.00
RY-MAK PLUMBING & HEATING, INC	148	12/07/2011	11/25/11	503.52.8500.526.40040	289.82
SOUTH SUBURBAN RENTAL INC	0318421	11/30/2011	ACCOUNT 634573312	503.52.8600.527.40050	120.62
US FOODSERVICE	3055268	11/23/2011	ACCOUNT 03805983	503.52.8300.524.76050	30.84
US FOODSERVICE	5854953	11/23/2011	ACCOUNT 03805983	503.52.8300.524.60065	39.10
US FOODSERVICE	5854953	11/23/2011	ACCOUNT 03805983	503.52.8300.524.76100	266.24
US FOODSERVICE	5854953	11/23/2011	ACCOUNT 03805983	503.52.8300.524.76050	62.90
VERIZON WIRELESS	2661262932	12/07/2011	ACCOUNT 480568913-00001	503.52.8500.526.50020	8.72
WELLS FARGO BANK	806306	11/30/2011	CORPORATE TRUST OEPARATION-FEES MAC#N9303-121	503.57.9000.570.90300	350.00
WESTSIDE EQUIPMENT	0043763-IN	11/30/2011	WO 38754	503.52.8600.527.50045	218.00
XCEL ENERGY	304841344	11/30/2011	ACCOUNT 51-5877511-0	503.52.8600.527.40020	18.72
XCEL ENERGY	305184112	12/07/2011	ACCOUNT 51-5877512-1	503.52.8600.527.40020	1,509.63
XCEL ENERGY	305389225	12/07/2011	ACCOUNT 51-5754364-1	503.52.8500.526.40010	261.23
XCEL ENERGY	305389225	12/07/2011	ACCOUNT 51-5754364-1	503.52.8500.526.40020	986.71

503 - INVER WOOD GOLF COURSE

8,880.08

MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	602.00.2100.415.20620	2.14
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	602.00.2100.415.30550	0.49

602 - RISK MANAGEMENT

2.63

ACE PAINT & HARDWARE	509341/5	11/23/2011	11/8/11	603.00.5300.444.60012	23.41
ARAMARK UNIFORM SERVICES	629-7368758	11/30/2011	CUSTOMER 15353001	603.00.5300.444.40065	38.00
ARAMARK UNIFORM SERVICES	629-7368758	11/30/2011	CUSTOMER 15353001	603.00.5300.444.60045	24.24
ARAMARK UNIFORM SERVICES	629-7373681	11/30/2011	CUSTOMER 15353001	603.00.5300.444.60045	18.11
ARAMARK UNIFORM SERVICES	629-7373681	11/30/2011	CUSTOMER 15353001	603.00.5300.444.40065	38.00
BENCO EQUIPMENT CO.	5-00320	11/30/2011	CUSTOMER 3023823	603.00.5300.444.60040	204.50
BOYER TRUCKS - PARTS DISTRIBUTION	582664	12/07/2011	12/7/11	603.00.5300.444.40041	315.50
BT DESIGN SIGNS	23525	11/30/2011	11/16/11	603.00.5300.444.60045	32.06
CARQUEST AUTO PARTS STORES	1596-164999	11/30/2011	11/11/11	603.00.5300.444.40041	61.54
CARQUEST AUTO PARTS STORES	1596-165095	11/30/2011	11/14/11	603.00.5300.444.40041	208.41
CARQUEST AUTO PARTS STORES	1596-165181	11/30/2011	11/15/11	603.00.5300.444.60012	6.37
CARQUEST AUTO PARTS STORES	1596-165234	11/30/2011	11/15/11	603.00.5300.444.40040	25.44
CARQUEST AUTO PARTS STORES	1596-165274	11/30/2011	11/16/11	603.00.5300.444.40041	137.76
CARQUEST AUTO PARTS STORES	1596-165325	11/30/2011	11/16/11	603.00.5300.444.40041	52.83
CARQUEST AUTO PARTS STORES	1596-165335	11/30/2011	11/16/11	603.00.5300.444.40041	(58.61)
CARQUEST AUTO PARTS STORES	1596-165360	11/30/2011	11/17/11	603.00.5300.444.60040	90.10
CARQUEST AUTO PARTS STORES	1596-165368	11/30/2011	11/17/11	603.140.1450050	57.32
CARQUEST AUTO PARTS STORES	1596-165374	11/30/2011	11/17/11	603.00.5300.444.40041	248.52
CARQUEST AUTO PARTS STORES	1596-165402	11/30/2011	11/17/11	603.140.1450050	15.12
CARQUEST AUTO PARTS STORES	1596-165565	11/30/2011	11/21/11	603.140.1450050	57.86
CARQUEST AUTO PARTS STORES	1596-165583	11/30/2011	11/21/11	603.140.1450050	117.09
CAT-PERSONAL SAFETY TRAINING	11284	11/30/2011	FIRST AID KITS/SUPPLIES	603.00.5300.444.60065	324.26
CAT-PERSONAL SAFETY TRAINING	11285	11/30/2011	G-449	603.00.5300.444.60045	186.45
CRAWFORD DOOR SALES COMPANY	4374	11/30/2011	CUSTOMER 4840	603.00.5300.444.40040	115.00
DON PIEHL	348354	11/23/2011	11/4/11	603.00.5300.444.40041	43.79
HOME DEPOT CREDIT SERVICES	11/13/11 STREETS	11/30/2011	ACCOUNT 6035322502061959	603.00.5300.444.40040	437.95
INFINITY WIRELESS	30484	11/23/2011	11/2/11	603.00.5300.444.80700	315.01
INVER GROVE FORD	5074869	11/23/2011	11/4/11	603.00.5300.444.40041	9.53
INVER GROVE FORD	6079018/1	11/30/2011	VEHICLE 2FTRX18W93CA04370	603.00.5300.444.40041	4,589.86
J.H. LARSON COMPANY	4357826-01	11/23/2011	ACCOUNT 03893	603.00.5300.444.60011	6.08
KIMBALL MIDWEST	2185232	11/30/2011	ACCOUNT 2220006	603.00.5300.444.60012	252.81
KREMER SERVICES LLC	0000014653	11/30/2011	WORK ORDER 0000017595	603.00.5300.444.40041	42.75
L.T.G. POWER EQUIPMENT	149522	12/07/2011	CUSTOMER 5656	603.00.5300.444.40041	28.72
L.T.G. POWER EQUIPMENT	149567	12/07/2011	CUSTOMER 5656	603.00.5300.444.40041	8.53
L.T.G. POWER EQUIPMENT	149633	12/07/2011	CUSTOMER 5656	603.00.5300.444.40041	39.41

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
LANO EQUIPMENT, INC.	236339	11/30/2011	CITYINVER	603.00.5300.444.40041	1,578.36
LARSON COMPANIES	F-213210032 1	11/30/2011	CUSOMTER NO 14649	603.140.1450050	81.96
LITTLE FALLS MACHINE INC	00048018	11/30/2011	ORDER 00009754	603.00.5300.444.40041	1,222.28
LITTLE FALLS MACHINE INC	00048055	11/30/2011	ORDER NO 00009827	603.00.5300.444.40041	2,933.44
M & J SERVICES, LLC	145	11/30/2011	11/10/11	603.00.5300.444.40040	360.00
MN GLOVE & SAFETY, INC.	267685	11/30/2011	11/17/11	603.00.5300.444.60045	73.20
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	603.00.5300.444.20620	20.54
OPTUMHEALTH FINANCIAL SERVICES	153568	12/07/2011	NOVEMBER 2011	603.00.5300.444.30550	6.65
SPRINT	249383315-120	11/30/2011	ACCOUNT 249383315	603.00.5300.444.50020	87.18
TITAN MACHINERY	9C03339	11/30/2011	11/17/11	603.00.5300.444.40041	474.83
TOWMASTER TRAILERS INC	334282	12/07/2011	ORDER CO 146909	603.00.5300.444.40041	1,494.11
TRACTOR SUPPLY CREDIT PLAN	53700	11/30/2011	11/1/11	603.00.5300.444.40041	374.88
TRACTOR SUPPLY CREDIT PLAN	55017	11/30/2011	11/15/11	603.00.5300.444.40040	10.26
YOCUM OIL COMPANY, INC.	205778	11/30/2011	ORDER 134475	603.00.5300.444.40040	335.00
603 - CENTRAL EQUIPMENT					17,166.41
OFFICE DEPOT	11/16/11	12/07/2011	ACCOUNT 6011 5685 1008 8883	604.00.2200.416.60005	502.84
OFFICEMAX INC	350132	12/07/2011	ACCOUNT 678054	604.00.2200.416.60005	(17.80)
OFFICEMAX INC	911255	12/07/2011	ACCOUNT 687054	604.00.2200.416.60010	56.24
604 - CENTRAL STORES					541.28
BETTS, BETH	1048	12/07/2011	6 PLANTINGS	605.00.7500.460.30700	539.78
HILLYARD INC	600017731	12/07/2011	ORDER ISA-11/14/2011	605.00.7500.460.60011	94.68
HUEBSCH SERVICES	2800871	12/07/2011	CUSTOMER 100075	605.00.7500.460.40065	49.65
INTEGRA TELECOM	120315879	12/07/2011	CUSTOMER 002129	605.00.7500.460.50020	991.32
INTEGRA TELECOM	9008203	12/07/2011	ACCOUNT 645862	605.00.7500.460.50020	957.51
LONE OAK COMPANIES	Nov2011	11/29/2011	Postage - November Utility bills	605.00.7500.460.50035	953.45
LONE OAK COMPANIES	Nov2011	11/29/2011	Postage - November Utility bills	605.00.7500.460.50035	414.00
LOW VOLTAGE CONTRACTORS	SL-37293	12/07/2011	11/30/11	605.00.7500.460.60065	316.02
MN DEPT OF LABOR & INDUSTRY	ALR0015502I	12/07/2011	CUSTOMER 0000161847	605.00.7500.460.50070	100.00
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	605.00.7500.460.20620	8.33
SAM'S CLUB	11/23/11 - PUBLIC WORKS	12/07/2011	ACCOUNT 7715090063580633	605.00.7500.460.60011	34.12
605 - CITY FACILITIES					4,458.86
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	606.00.1400.413.20620	9.81
WORKS COMPUTING, INC.	17674	11/30/2011	CUSTOMER INVER	606.00.1400.413.30700	7,200.00
606 - TECHNOLOGY FUND					7,209.81
BARR ENGINEERING COMPANY	23190328.14-11	12/07/2011	SERVICES FROM AUG 13, 2011 TO OCT 7, 2011	702.229.2285300	304.50
BARR ENGINEERING COMPANY	23190328.14-11	12/07/2011	SERVICES FROM AUG 13, 2011 TO OCT 7, 2011	702.229.2292800	321.00
BARR ENGINEERING COMPANY	23190328.14-12	12/07/2011	SERVICES FROM OCT 8, 2011 TO NOV 4, 2011	702.229.2292800	651.00
BEBEL, ALAN	L.A.P # C-085-08	11/30/2011	ESCROW RELEASE - L.A.P #C-085-08	702.229.2304000	4,618.75
CDW GOVERNMENT INC	1921212	11/30/2011	CUSTOMER 2394832	702.229.2291000	2,221.93
COSTUMES CHARACTERS AND MORE	11/23/11	12/07/2011	HOLIDAY ON MAINSTREET ENTERTAINMENT	702.229.2307200	735.00
GEORGE CAMERON IV	11/22/11	11/30/2011	ESCROW FUND ACCOUNT	702.229.2289200	538.31
KENNEDY & GRAVEN	NV125-00040 10/25-10/28	11/30/2011	TARGET TIF (JOB BILL) 10/25-10/28	702.229.2283800	105.00
LILLIE SUBURBAN NEWSPAPERS	9/30/11	11/30/2011	ACCOUNT 001363	702.229.2288301	10.32
LILLIE SUBURBAN NEWSPAPERS	9/30/11	11/30/2011	ACCOUNT 001363	702.229.2287100	10.32
RJ RYAN CONSTRUCTION	12/5/11	12/07/2011	ESCROW REFUND	702.229.2282300	467.00
VERMILLION STATE BANK	11/30/11 ESCROW	12/07/2011	ESCROW BALANCE	702.229.2284100	1,384.59
702 - ESCROW FUND					11,367.72
J.R.'S APPLIANCE DISPOSAL, INC.	77168	11/30/2011	11/15/11	703.43.5500.446.40025	30.90
MN LIFE INSURANCE CO	DECEMBER 2011	11/30/2011	POLICY #0027324	703.43.5500.446.20620	2.27
703 - LANDFILL ABATEMENT					33.17
otal					1,086,774.74

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2010-22 Ravine Pond Erosion Mitigation

Meeting Date: December 12, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Michael R. Edwards, Sr. Engr. Tech.
 Reviewed by: Scott D. Thureen, Public Works Director

DK
SJA
SB

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2010-22 – Ravine Pond Erosion Mitigation

SUMMARY

The project was awarded on October 10, 2011 to Total Construction & Equipment, Inc. in the amount of \$15,675.00.

The contractor has completed the work in accordance with contract plans and specifications. A 5% retainage is being held until ground cover is established.

I recommend approval of Pay Voucher No. 1 in the amount of \$ 14,891.25 for City Project No. 2010-22 – Ravine Pond Erosion Mitigation.

TJK/me
Attachments: Pay Voucher No. 1

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 1 (One)
DATE: December 12, 2011
PERIOD ENDING: November 30, 2011
CONTRACT: 2010-22- Ravine Pond Erosion Mitigation
PROJECT NO: City Project No. 2010-22

TO: Total Construction & Equipment, Inc.
10195 Inver Grove Trail
Inver Grove Heights, MN 55076

- A. Original Contract Amount..... \$15,675.00
- B. Total Addition \$0.00
- C. Total Deductions \$0.00
- D. Total Contract Amount \$15,675.00
- E. Total Value of Work to Date \$15,675.00
- F. Less Retained (5%) \$783.75
- G. Less Previous Payment \$0.00
- H. Total Approved for Payment this Voucher..... \$14,891.25 ✂
- I. Total Payments Including this Voucher..... \$14,891.25

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through November 30, 2011.

Signed by: *Thomas J. Relduski* 12/5/2011
Date

Signed by: _____
Date

Signed by: _____
George Tourville, Mayor Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09B – Sealcoating

Meeting Date: December 12, 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

TJK
 SBT SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09B – Sealcoating.

SUMMARY

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$255,617.59 to Pearson Brothers on June 13, 2011 for City Project No. 2011-09B – Sealcoating.

The contractor has completed the work through November 30, 2011 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 2 in the reduced amount of (-\$6,353.04) which results in a final contract amount of \$269,693.25, Final Pay Voucher No. 2 in the amount of \$31,771.69, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09B – Sealcoating.

TJK/kf

- Attachments: Final Compensating Change Order No. 2
 Final Pay Voucher No. 2
 Engineer's Final Report
 Resolution Accepting Work

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 2 (Two) FINAL
DATE: December 12, 2011
PERIOD ENDING: November 30, 2011
CONTRACT: 2011 Pavement Management Program
PROJECT NO: 2011-09B Sealcoating

TO: Pearson Brothers
11079 Lamont Avenue N.E.
Hanover, MN 55341

Original Contract Amount.....	\$255,617.59
Total Addition (Change Order No. 1).....	\$20,428.70
Total Deduction (Final Compensating Change Order No. 2)	\$6,353.04
Total Contract Amount	\$269,693.25
Total Value of Work to Date	\$269,693.25
Less Retained (0%)	\$0.00
Less Previous Payment	\$237,921.56
Total Approved for Payment this Voucher	\$31,771.69 <i>SB</i>
Total Payments including this Voucher	\$269,693.25

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through November 30, 2011.

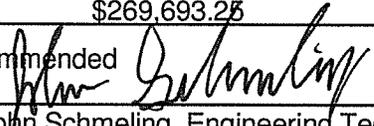
Signed by: *Thomas J. Kalgunski* December 12, 2011
Thomas J. Kalgunski, City Engineer

Signed by: *Jack Pearson* 11-29-11
Pearson Brothers Date

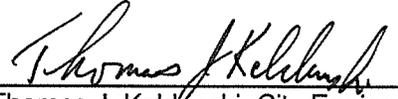
Signed by: _____ December 12, 2011
George Tourville, Mayor

FINAL COMPENSATING CHANGE ORDER NO. 2

**2011 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2011-09B
SEALCOATING**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: December 1, 2011
Contractor: Pearson Brothers 11079 Lamont Avenue N.E. Hanover, MN 55341	Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See attached.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$255,617.59	Original Contract Time:
Previous Change Orders \$20,428.70	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$276,046.29	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$6,353.04	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$269,693.25	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Pearson Brothers

Approved By:


Thomas J. Kaldouski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

December 12, 2011

ATTACHMENT TO FINAL COMPENSATING CHANGE ORDER No. 2

Description of Changes

Crosswalk Marking Paint:

Zebra crosswalks were substituted for dual 12" stripe crosswalks on several streets. The contractor agreed to a unit price of \$2.40/ square foot which was the price quoted on the Upper 55th Street change order. The total area of added crosswalk marking paint was 936 square feet. This item will be added to the contract work completed to date and will be included in the final compensating change order calculation.

Total Crosswalk Marking Paint = 936 SF X \$2.40/SF = \$2,246.40

Final Compensating Change Order Amount:

Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Total Value of work completed to date	\$269,693.25
Contract amount to date	<u>\$276,046.29</u>
Compensating Change Order Amount (Deduction)	-\$6,353.04

Total of Change Order Number 2 -\$6,353.04

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2011-09B
SEAL COAT**

December 12, 2011

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

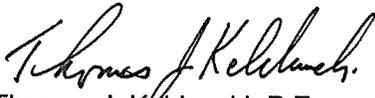
This is to advise you that I have received the work under contract to Pearson Brothers. The work consisted of Sealcoating.

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

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

ORIGINAL CONTRACT PRICE	\$255,617.59
CHANGE ORDERS (Addition)	\$14,075.66
FINAL CONTRACT AMOUNT	\$269,693.25
FINAL VALUE OF WORK	\$269,693.25
PREVIOUS PAYMENTS	\$237,921.56
BALANCE DUE	\$31,771.69

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF PEARSON BROTHERS AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$31,771.69**

**2011 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2011-09B – SEAL COAT**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 13, 2011, Pearson Brothers, satisfactorily completed improvements and appurtenances for the 2011 Pavement Management Program, City Project No. 2011-09B – Seal Coat.

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

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

Adopted by the City Council of Inver Grove Heights this 12th day of December 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 6 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6

Meeting Date: December 12, 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

TJK

SST SB

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund, 402 Park Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 6 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6.

SUMMARY

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$2,661,044.70 to S. M. Hentges and Sons, Inc., on May 9, 2011 for City Project No. 2011-09D South Grove Urban Street Reconstruction, Area 6. The Contractor has requested a reduction in retainage to better reflect the value of work remaining. This payment reduces the retainage from 5% to 3%.

I recommend approval of Payment Voucher No. 6 in the amount of \$44,869.60 for work on City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6.

TJK/kf

Attachments: Pay Voucher No. 6

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

ESTIMATE NO: 6 (Six)
 DATE: December 5, 2011
 PERIOD ENDING: November 30, 2011
 CONTRACT: 2011 Pavement Management Program
 PROJECT NO: 2011-09D – Urban Street Reconstruction - South Grove Area 6

TO: S.M. Hentges and Sons, Inc.
 650 Quaker Ave.
 Jordan, MN 55352

Original Contract Amount	\$2,661,044.70
Total Addition (Change Orders 1 and 2)	\$17,542.53
Total Deduction (Change Order 3).....	(\$16,155.06)
Total Contract Amount.....	\$2,662,432.17
Total Value of Work to Date.....	\$2,243,479.92
Less Retained (3%).....	\$67,304.40
Less Previous Payment.....	\$2,131,305.92
Total Approved for Payment this Voucher.....	\$44,869.60 <i>SB</i>
Total Payments including this Voucher	\$2,176,175.52

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through November 30, 2011.

Signed by:	<u><i>Thomas J. Kaldunski</i></u> Thomas J. Kaldunski, City Engineer	<u>December 5, 2011</u>
Signed by:	<u>S.M. Hentges, Inc.</u>	<u>Date</u>
Signed by:	<u>George Tourville, Mayor</u>	<u>December 12, 2011</u>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for 2011 Storm Water Facility Maintenance Program - City Project No. 2011-17

Meeting Date: December 12, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Michael R. Edwards, Sr. Engr. Tech.
 Reviewed by: Scott D. Thureen, Public Works Director

DK

SAT
SB

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 Pay Voucher No. 1 for City Project No. 2011-17

SUMMARY

The project was awarded on September 26, 2011 to Gartzke Construction in the amount of \$66,710.00.

The contractor has completed the work in accordance with contract plans and specifications. A 5% retainage is being held until ground cover is established.

I recommend approval of Pay Voucher No. 1 in the amount of \$ 56,832.80 for City Project No. 2011-17.

TJK/me

Attachments: Pay Voucher No. 1

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 1 (One)
DATE: December 12, 2011
PERIOD ENDING: November 30, 2011
CONTRACT: 2011-17
PROJECT NO: City Project No. 2011-17

TO: Gartzke Construction
2177 Highland Drive
Hastings, MN 55033

A. Original Contract Amount..... \$66,710.00
B. Total Addition \$0.00
C. Total Deductions \$0.00
D. Total Contract Amount \$66,710.00
E. Total Value of Work to Date \$59,824.00
F. Less Retained (5%) \$2,991.20
G. Less Previous Payment \$0.00
H. Total Approved for Payment this Voucher..... \$56,832.80 *SP*
I. Total Payments Including this Voucher..... \$56,832.80

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through November 30, 2011.

Signed by: *Thomas J. Kalamala* 12/5/11
Date

Signed by: _____
Date

Signed by: _____
George Tourville, Mayor Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Amendment No. 1 to Proposal for Geotechnical Testing Services from American Engineering Testing (AET) for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area (Babcock Trail to Cahill Avenue)

Meeting Date: December 12, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assist. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWT

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting Amendment No. 1 to the proposal for geotechnical testing services from AET for City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area

SUMMARY

The original proposal for geotechnical services was approved by Council at the April 11, 2011 regular meeting. The borings and pavement cores were completed and additional work was requested by staff based on the results of the initial geotechnical investigation. The geotechnical findings confirmed that four sections of roadway needed reconstruction rather than a mill and overlay: Buckley Circle, Barbara Avenue, Barnes Avenue, and 68th Street east of Barnes Avenue. An AET representative was asked to be present at the neighborhood meeting held with residents on December 1st to provide technical expertise related to the geotechnical information and recommendations. The final item included in this addendum is to provide authorization to begin a phase II environmental study and associated soils testing along 65th Street within the MPCA regulated and known dump site in the vicinity of Buckley and 65th Street (AKA the Rubbish Ranch). A map is attached showing the Rubbish Ranch area.

City staff reviewed the proposal and has determined that the work scope, and associated fee for the proposed services is justified. AET is in the City's Technical Consultant Services Pool.

The Engineering Division recommends adoption of the resolution accepting the Amendment No. 1 to the proposal for Geotechnical Services from AET in an additional amount of \$13,716 for a total contract amount of \$21,216 for geotechnical testing services for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area.

SWD/kf

Attachments: Resolution
 Proposal
 Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING AMENDMENT NO. 1 FOR GEOTECHNICAL TESTING SERVICES
FROM AMERICAN ENGINEERING TESTING (AET) FOR CITY PROJECT NO. 2012-09D – 65TH
STREET AREA (BABCOCK TRAIL TO CAHILL AVENUE)**

RESOLUTION NO. _____

WHEREAS, City Council approved a proposal on April 11, 2011 from AET for geotechnical testing services in an amount of \$7,500; and

WHEREAS, after the original borings and pavement cores were completed, it was determined that additional testing was needed to confirm that certain streets required reconstruction versus a mill and overlay; and

WHEREAS, additional testing is also required in order to begin a phase II environmental study and associated soils testing along 65th Street within the MPCA-regulated dump site in the vicinity of Buckley and 65th Street.

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

1. Amendment No. 1 for Geotechnical Testing Services from AET is accepted and staff is authorized to enter into a contract for an additional amount of \$13,716 for City Project No. 2012-09D – 65th Street Area (Babcock Trail to Cahill Avenue).
2. The work shall be funded from the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of December 2011

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

American Engineering Testing, Inc.
 550 Cleveland Avenue North
 St. Paul, MN 55114
 (651) 659-9001

PROJECT:

2012-09D Urban Street Reconstruction Project
 65th Street East Area & Cahill Court
 Street Improvements.
 Inver Grove Heights, MN

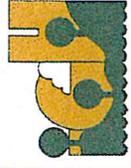
CLIENT:

City of Inver Grove Heights
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077-3410
 Attn: Steve Dodge

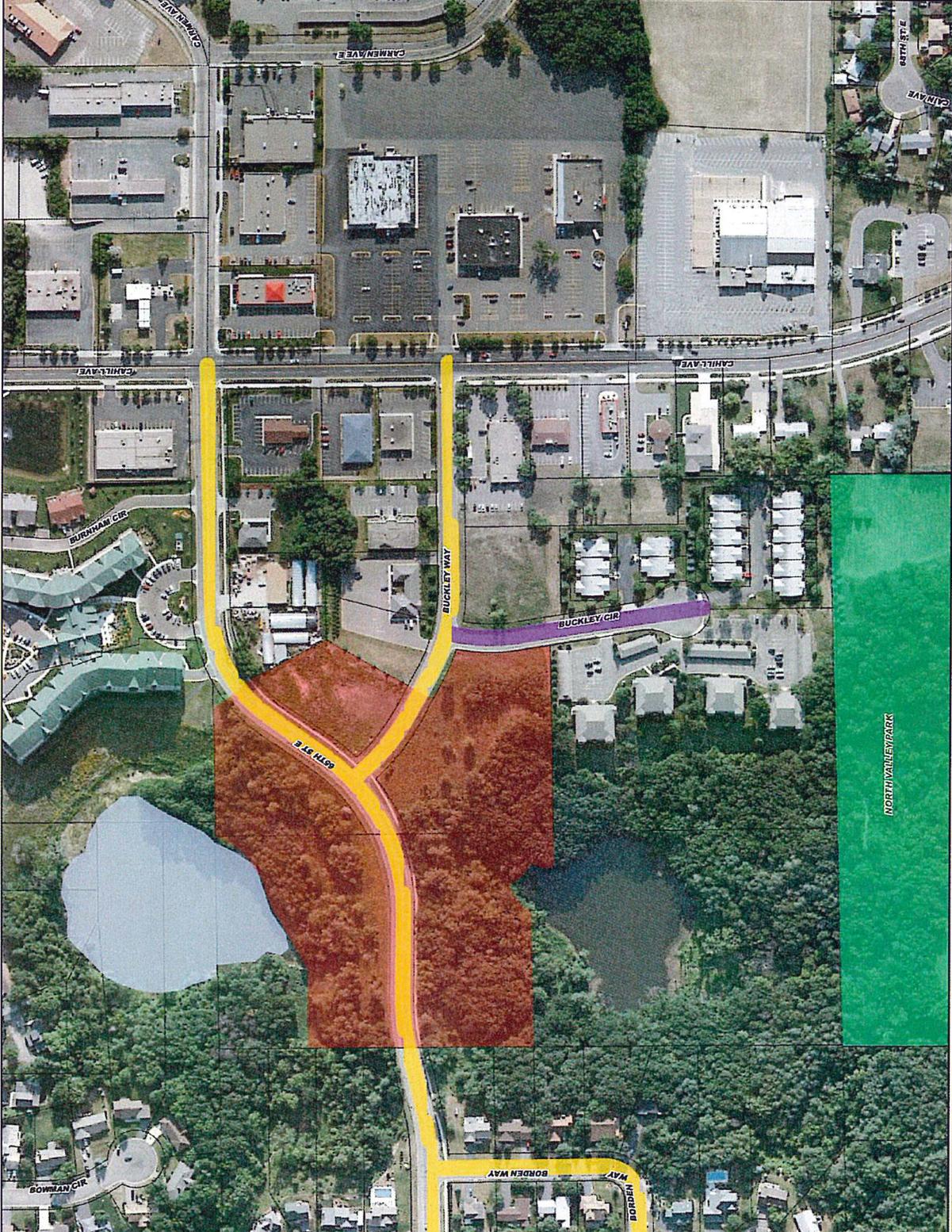
AET PROJECT NUMBER: 28-00348

REVISED FEES FOR GEOTECHNICAL & ENVIRONMENTAL SERVICES

Description	Unit(s)	Rate	Extension
Geotechnical Fees per April 7, 2011 Proposal	1 job	\$7,500.00	\$7,500.00
	Subtotal = \$7,500.00		
Buckley & Mill/Overlay Areas - Additional Geotechnical Services			
Engineer Site Visits: Meeting & Mark Locations	2 trips	\$250.00	\$500.00
Utility Clearance & Meet	1 trip	\$250.00	\$250.00
Remobilization of Crew to Site	1 trip	\$250.00	\$250.00
6-foot Borings	12 borings	\$100.00	\$1,200.00
Pavement Cores	12 cores	\$100.00	\$1,200.00
	Subtotal = \$3,400.00		
Cahill Court - Additional Geotechnical Services			
Remobilization of Crew to Site	1 trip	\$250.00	\$250.00
Pavement Cores	3 cores	\$100.00	\$300.00
Letter Report	1 report	\$500.00	\$500.00
	Subtotal = \$1,050.00		
Geotechnical Engineer for Public Meeting			
Preparation, Travel, & Meeting Time	6 hours	\$120.00	\$720.00
Mileage	30 miles	\$0.70	\$21.00
	Subtotal = \$741.00		
Limited Phase II ESA in Reconstruction ROW Areas from West End of Park to Cahill Ave (7,000 cy)			
4-foot deep Geoprobes (up to 20 total)	2 days	\$2,100.00	\$4,200.00
Mobilization, Site Time, PID screening, Utility Meet, Signage			
Laboratory Analysis of Soil Samples (standard 2-week turn around time)			
DRO w/silica gel, PAHs, PCBs, Pesticides, 8RCRA metals, pH (1/1000 cy)	7 samples	\$415.00	\$2,905.00
GRO, VOCs (Optional based on field PID results)	4 samples	\$105.00	\$420.00
Letter Report (Limited Phase II ESA)	1 report	\$1,000.00	\$1,000.00
	Subtotal = \$8,525.00		
			ESTIMATED TOTAL = \$21,216.00



**CITY PROJECT NO. 2012-09D
URBAN STREET RECONSTRUCTION
65TH STREET NEIGHBORHOOD**



Legend

- Reconstruction
- Mill & Overlay
- Revised To Full Street Reconstruction
- MPCA Dump Site
- Rubbish Ranch Dump
- MPCA ID: VP1221 (660)
- Protected Waters - Basins
- Parks
- Parcels

Source: Dakota County, City of Inver Grove Heights, MNDNR, MNGEO, ESRI, Bing Maps



MPCA Dump Site

Figure 12

November, 2011



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Amendment No. 1 to the Proposal for Engineering Services from Bolton & Menk, Inc. for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area (Babcock Trail to Cahill Avenue)

Meeting Date: December 12, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assist. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWT

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, State Aid Funds, Sewer Fund, Water Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting Amendment No. 1 to the proposal for engineering services from Bolton & Menk, Inc. for City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area (Babcock Trail to Cahill Avenue).

SUMMARY

At the September 12, 2012, regular meeting Council authorized an engineering services contract with Bolton & Menk in the amount of \$385,490 for preparation of a feasibility report and engineering services outlined in the proposal for the Pavement Management Program.

The 65th Street neighborhood streets have been tested and the geotechnical consultants, American Engineering and Testing (AET), have recommended that four sections of roadway be changed from mill and overlay to reconstruction due to poor pavement and subgrade conditions: Buckley Circle, Barbara Avenue, Barnes Avenue, and 68th Street east of Barnes Avenue. A map is attached and added reconstruction streets are shown in purple.

Amendment No. 1 covers the change of conditions and Engineering Services required providing additional topographic survey, design services, bidding documents, and construction staking for the four roadway sections that will now be reconstructed.

I recommend that the Council adopt the resolution accepting Amendment No. 1 for the Proposal for Engineering Services from Bolton & Menk in the amount of \$57,140 for a total contract \$442,630 for 2012 Pavement Management Program, City Project No. 2012-09D – 65th Street Area (Babcock Trail to Cahill Avenue).

TJK/kf

Attachments: Resolution
 Amendment No. 1
 Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING AMENDMENT NO. 1 FOR ENGINEERING SERVICES FROM BOLTON
& MENK, INC. FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO.
2012-09D – 65TH STREET AREA (BABCOCK TRAIL TO CAHILL AVENUE)**

RESOLUTION NO. _____

WHEREAS, on September 12, 2012, City Council authorized a contract with Bolton & Menk, Inc. for preparation of a feasibility report and engineering services in an amount of \$385,490; and

WHEREAS, as a result of geotechnical testing findings, some streets in City Project No. 2012-09D have been upgraded to reconstruction versus mill and overlay; and

WHEREAS, Amendment No. 1 is for additional engineering services including topographical surveys, design services, bidding documents, construction staking, and feasibility update in conjunction with the geotechnical findings.

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

1. Amendment No. 1 for Engineering Services from Bolton & Menk,, Inc. for the 2012 Pavement Management Program, City Project No. 2012-09D – 65th Street Area (Babcock Trail to Cahill Avenue) in the amount of \$57,140 is hereby approved.
2. Funding is provided by the Pavement Management Fund, special assessments, State Aid Funds, and the Sewer and Water Funds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of December 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

Phone (952) 890-0509 • Fax (952) 890-8065

www.bolton-menk.com

December 1, 2011

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

Re: 2012-09D Urban Reconstruction – 65th Street Neighborhood
Engineering Services Amendment

Dear Mr. Kaldunski:

As the feasibility stage for this project began, more detailed research of the area was completed by City staff and it's consultants on the project. American Engineering Testing (AET) analyzed the soil boring information and discovered that several of the streets planned for mill and overlay did not have existing pavement conditions or underlying soils to support that method of construction. They recommended that Barbara Avenue from 65th Street E. to 67th Street E., Barnes Avenue from 67th Street E. to 68th Street E., 68th Street E. east of Barnes Avenue, and Buckley Circle be changed to full reconstruction. City Staff, a representative from AET and I met on-site and concurred that reconstruction is the appropriate method of construction for these areas. Approximately 2,200 LF of streets have been converted from mill and overlay to full reconstruction. A map of these proposed revisions is attached.

In addition, while reviewing the as-builts of the storm sewer system and completing site visits, City Staff determined there were several storm sewer outlet areas to the local stormwater basins that needed work completed. This work includes erosion control repair, pipe extensions, pipe replacement in areas where High Density Polyethylene Pipe (HDPE) was used and sediment removal from some of the ponds.

The detailed work plan indicated in the original proposal will not change based on this scope of work change. All of the changes will still fall under survey and design tasks as indicated in the proposal. We have created a separate fee spreadsheet associated with this addendum similar to the original document in the initial proposal.

The previous mill and overlay areas did not involve much for design services and did not include any survey work other than locating manholes and gate valves. These areas will now require full topography survey, design services and construction staking similar to the other reconstruction areas. The storm sewer work at the pond outfalls will require additional topography survey (some through heavily wooded areas) that was not included in the original fee, as well as storm sewer design and construction staking.

PROJECT FEES

ADDITIONAL SERVICES FEE

(See detailed spreadsheet attached)

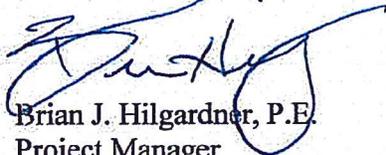
\$57,140

BOLTON & MENK, INC. [REDACTED]

Please contact me at (952) 890-0509 with any questions or comments. If the City accepts this addendum, please sign and return this contract addendum.

Sincerely,

BOLTON & MENK, INC.


Brian J. Hilgardner, P.E.
Project Manager

Accepted: _____
City of Inver Grove Heights

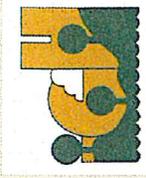


**FEE STRUCTURE - ADDENDUM NO. 1
ESTIMATED PROJECT FEES**

CLIENT: City of Inver Grove Heights		BOLTON & MENK, INC.									
PROJECT: 2012 Urban Street Reconstruction - 65th Street											
TASK NO.	WORK TASK DESCRIPTION	Project Manager/ Principal-In-Charge	Project Engineer	Design Engineer	Engineering Technician	Survey CAD Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Totals	
1.0	Topographic Survey	2				16	6	120		144	
	SUBTOTAL HOURS - TASK 1	2	0	0	0	16	6	120	0	144	
2.0	Final Design Services										
2.1	Existing Plans		2	2						4	
2.2	Preliminary and Final Design	40	50	80	80					250	
2.3	Prepare Contract Documents	4	8	2					6	20	
2.4	Prepare Opinion of Probable Construction Costs	4	6	30						40	
2.5	Conduct Final Review of Project and Provide Record Drawings	2	4							6	
	SUBTOTAL HOURS - TASK 2	50	70	114	80	0	0	0	6	320	
3.0	Project Management/Meetings (Design and Bidding Process)										
3.1	Meetings (13)	1	1							2	
3.2	Private Utility Coordination	1	1							2	
3.3	Feasibility Report Assistance	2	10	10						22	
3.4	State Aid Review and Approval	1	1							2	
3.5	Bidding Assistance	1	1							2	
3.6	Obtain All Required Permits	1	1	1						3	
3.7	Park Coordination									0	
3.8	Potential Development Site									0	
3.9	Coordination of Other City Project	1	1							2	
	SUBTOTAL HOURS - TASK 3	8	16	11	0	0	0	0	0	35	
4.0	Construction Phase Services										
4.1	Review Shop Drawings	2	8							10	
4.2	Construction Design Revision Assistance	2	2	2	2					8	
4.3	Respond to City Questions During Construction	6								6	
4.4	Final Assessment Assistance	4	4							8	
4.5	Construction Staking					10	6	80		96	
	SUBTOTAL HOURS - TASK 4	14	14	2	2	10	6	80	0	128	

**FEE STRUCTURE - ADDENDUM NO. 1
ESTIMATED PROJECT FEES**

CLIENT: City of Inver Grove Heights		BOLTON & MENK INC.									
PROJECT: 2012 Urban Street Reconstruction - 65th Street											
TASK NO.	WORK TASK DESCRIPTION	Project Manager/ Principal-in-Charge	Project Engineer	Design Engineer	Engineering Technician	Survey CAD Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Total Hours	Total Cost
1	Topographic Survey	2	0	0	0	16	6	120	0	144	\$12,560.00
2	Final Design Services	50	70	114	80	0	0	0	6	320	\$29,540.00
3	Project Management/Meetings (Design and Bidding Process)	8	16	11	0	0	0	0	0	35	\$3,390.00
4	Construction Phase Services	14	14	2	2	10	6	80	0	128	\$11,650.00
	TOTAL HOURS	74	100	127	82	26	12	200	6	627	
	AVERAGE HOURLY RATE	\$110.00	\$95.00	\$90.00	\$85.00	\$85.00	\$130.00	\$85.00	\$55.00		
	SUBTOTAL	\$8,140.00	\$9,500.00	\$11,430.00	\$6,970.00	\$2,210.00	\$1,560.00	\$17,000.00	\$330.00		
	TOTAL LABOR COSTS										\$57,140.00
	OTHER DIRECT COSTS: SUBCONSULTANT										\$0.00
	TOTAL FEE										\$57,140.00



**CITY PROJECT NO. 2012-09D
URBAN STREET RECONSTRUCTION
65TH STREET NEIGHBORHOOD**

Legend

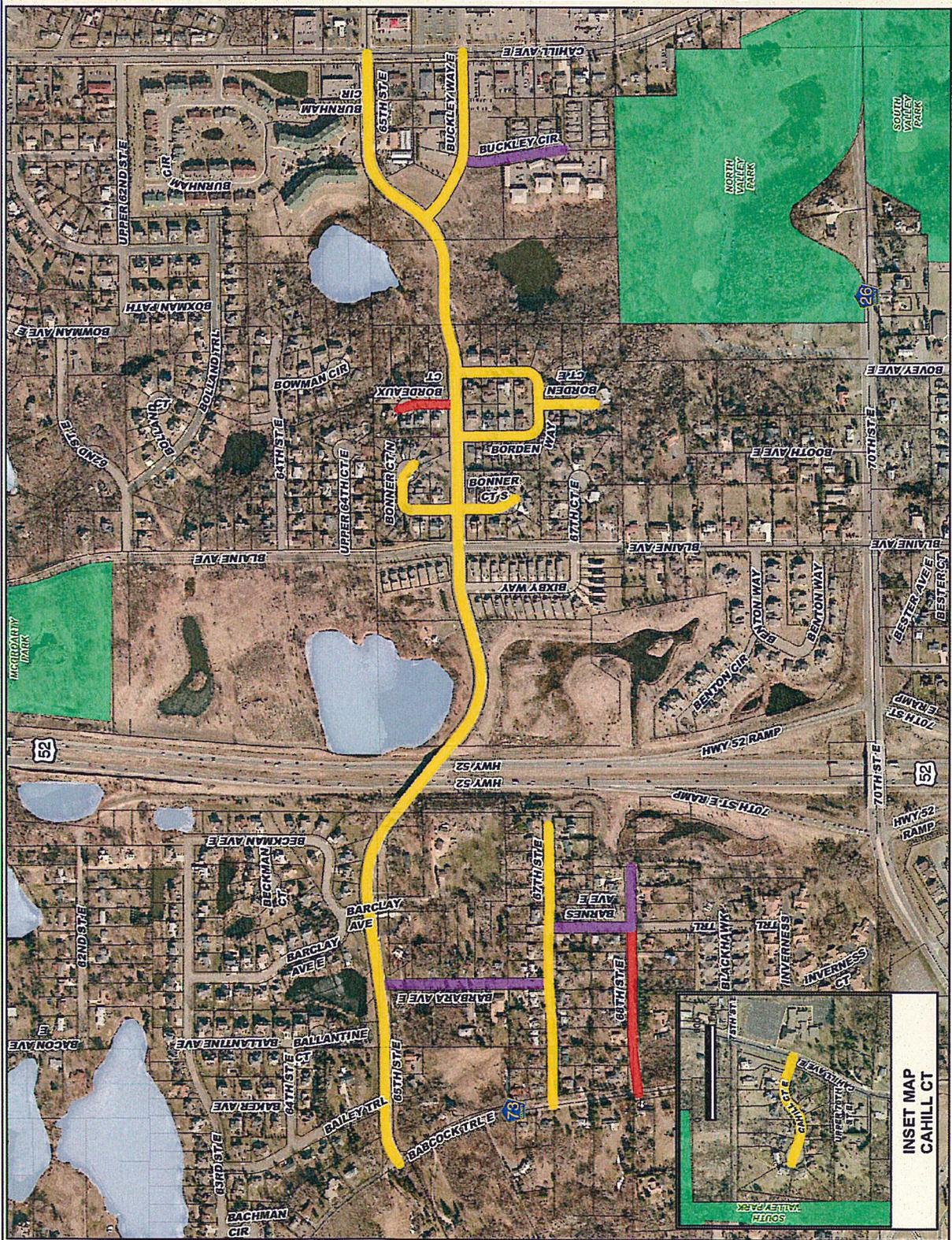
- Reconstruction
- Mill & Overlay
- Revised To Full Street Reconstruction
- Parks
- Parcels
- Protected Waters - Basins

Source: Dakota County, MNDNR



**Project
Location Map**

October, 2011



**INSET MAP
CAHILL CT**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving Special Assessment Deferral for City Project No. 2010-09D – South Grove Street Reconstruction Area 5

Meeting Date: December 12, 2011
Item Type: Consent
Contact: Kathy Fischer 651-450-2570
Prepared by: Kathy Fischer, Support Specialist
Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution approving special assessment deferral for City Project No. 2010-09D – South Grove Street Reconstruction Area 5. There were two (2) assessment deferral applications submitted this year. One applicant is not eligible based on hardship and one applicant meets the definition of hardship contained in the January 26, 2009, Council Resolution No. 09-13 which defines eligibility requirements.

SUMMARY

The City Council is asked to consider the attached resolution which approves the deferment. Pursuant to City policy, the annual principal installment, together with interest, will be deferred until the earlier of the following events:

- The subject property is no longer classified as a homestead for tax purposes.
- The eligible applicant dies.
- The eligible applicant no longer meets the eligibility requirements for a “hardship” as that term is defined by City Resolution No. 09-13.
- The subject property or a portion thereof is transferred, donated, sold or contracted to be sold.
- The subject property is split or otherwise subdivided.

When the deferment ceases, the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, become due and payable in the next calendar year with the real estate taxes. The remaining principal installments, if any, together with interest, are paid in the years as originally levied.

The Engineering Division recommends approval of the attached resolution.

KF
Attachments: Deferral application
Resolution

CITY OF INVER GROVE HEIGHTS
DEFERRAL OF SPECIAL ASSESSMENTS

Eligible

The undersigned apply to the City of Inver Grove Heights for a deferral of a special assessment on City Project No. 2010-09D-2010

NAMES OF ALL OWNERS

PHONE NUMBER

LYMAN D. COOMBS
Joann R. Coombs
7535 Cloman Way

952-423-4461
"

- 65 years of age or older
 Permanent and Total (100%) Disability
 Active military service

The applicant(s) must provide written evidence of their status eligibility and attach a copy of their federal tax return for the year prior to the year the assessment is certified.

Owner Signature: Lyman D. Coombs

Owner Signature: Joann R. Coombs

Dated: 9/28/11

Eligibility Requirements per Resolution No. 09-13

If the property is the homestead of the eligible applicant, if payment of the assessment would be a hardship (as defined below) for the owner of the property, and if one or more of the following conditions exist:

1. One or more of the owners of the property is 65 years of age or older; or
2. One or more of the owners of the property is retired by virtue of a permanent and total disability; or
3. One or more of the owners of the property is a member of the Minnesota National Guard or other military reserves who is ordered into active military service (as defined in Minnesota Statutes Section 190.05, subdivision 5(b) or 5(c)) as stated in the person's military orders.

"Hardship" shall be deemed to exist if (1) the average annual payments of principal and interest for all assessments levied against the property exceed one percent of the owner's adjusted gross income as filed in the owner's U.S. income tax return for the tax year prior to the year in which the assessment was certified; and (2) the total amount of the principal of the levied assessment exceeds \$300.00. The "average annual payment" is the total principal of the levied assessment plus the interest that would be payable based on a declining principal balance during the number of years over which the principal assessment was originally spread with the sum of principal and interest then being divided by the number of years over which the principal assessment was originally spread.

Deferrals granted pursuant to this resolution shall terminate upon the occurrence of any of the following events:

- (a) The death of the eligible owner provided that no other owner is otherwise eligible for the benefits under Resolution No. 09-13.
- (b) The sale, transfer, donation or subdivision of the property or any part thereof.
- (c) Contracting to sell, transfer or donate the property.
- (d) The property no longer has its homestead status.
- (e) The owner is no longer eligible for a deferral.
- (f) The City Council determines, for any reason, that there would be no hardship to require immediate, full or partial payment.

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA STATUTE § 435.193
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENTS BY THE CITY OF INVER
GROVE HEIGHTS FOR PROPERTY OWNED BY LYMAN AND JOANN COOMBS**

RESOLUTION NO. _____

WHEREAS, Lyman and Joann Coombs, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-01000-76-010 and legally described as Section 10, Township 27, Range 22, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of Dakota County Recorder (the Subject Property).

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

\$6,240.61 for City Project No. 2010-09D (Urban Street Reconstruction – South Grove Area 5) payable in ten (10) annual equal installments of \$624.06, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (September 26, 2011) at an interest rate of 4.8%. The first annual installment is due in calendar year 2012 and the tenth and last installment is due in calendar year 2021.

WHEREAS, Minnesota Statute § 435.193 and City Council Resolution No. 09-13 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; or an owner retired by virtue of a permanent and total disability; or an owner who is a member of the military as defined in Minnesota Statutes Section 190.05, for whom it would be a hardship to make the payments.

WHEREAS, pursuant to the above cited statute, the City has passed Resolution No. 09-13 which specifies the requisites that must be shown to constitute a hardship.

WHEREAS, applicant, Lyman and Joann Coombs, have requested a deferment of the special assessments levied against the Subject Property.

WHEREAS, upon investigation and review, it appears that the applicant does, in fact, qualify for determent of special assessments levied against the Subject Property.

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 special assessments against the Subject Property are hereby deferred to tax collection year 2012 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 4.8% per year from and after September 26, 2011.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Lyman and Joann Coombs die, then the deferment of the special assessments shall cease.
4. If Lyman and Joann Coombs no longer meet the eligibility requirements for a hardship as that term is defined by City Resolution No. 09-13, 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 4.8% per year during the period of deferment shall be added to the principal amount of the special assessments 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 2021, 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 2021, 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 12th day of December 2011 by the City Council of Inver Grove Heights, MN.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Appointment of Board Member to the Gun Club Lake Watershed Management Organization (GCLWMO)

Meeting Date: December 12, 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 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 appointment of Mr. George M. Fell as the City’s representative on the Board of Managers for the GCLWMO.

SUMMARY

The GCLWMO is one of two watershed management organizations that cover the City. The City has one representative on the Board of Managers and one alternate representative.

Mr. Gary Johnson resigned as the City’s representative to the Board of Managers effective October 1, 2011. The position was advertised in the Southwest Review. No applications were received. Mr. Fell applied for, and was appointed as, the City’s representative on the Lower Mississippi River Watershed Management Organization; the other WMO that covers the City. I asked him if he would consider serving on the GCLWMO Board as well. His predecessor also served on both boards. I believe it provided continuity in the City’s representation to have one individual serve on both WMOs. Mr. Fell has agreed to serve on the GCLWMO Board.

I recommend that the City Council appoint Mr. George M. Fell as the City’s representative on the Board of Managers for the GCLWMO.

SDT/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Delay Second Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, Regarding Excavation and Fills

Meeting Date: December 12, 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
SJT

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

Delay Second Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, Regarding Excavation and Fills.

SUMMARY

At the November 14, 2011 Council meeting, there were several modifications to this ordinance that were discussed. The City Council decided to table the second reading to December 12, 2011 to allow additional feedback from contractors and landscape companies. This request is to table the second reading to January 23, 2012 to allow time for the City to receive feedback and adjust the proposed ordinance.

The City is considering modifying its ordinance related to excavation and fills to require a land alteration permit when quantities are less than 500 CY on smaller lots. At the October 24, 2011 Council meeting, the first reading of an ordinance amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, regarding excavation and fills was conducted. At the November 14, 2011 Council meeting, the second reading was reviewed including topics such as effects of cumulative work, history of older codes including the 1988 Uniform Building Code and a list of exemptions. The Council also discussed an exemption for placing topsoil to improve a yard.

The Council decided to table the second reading to December 12, 2011 to allow staff time to solicit input from contractors and landscape companies in the City before taking action on the second reading. A letter has been sent to 23 contractors and landscape companies in the City seeking their input. The City Attorney and City Engineer will meet to review the input received by December 7, 2011 and to review the previous Council discussions and agenda items to redraft the City Code. This will take some additional time.

It is recommended that the City Council table the second reading of this ordinance to the January 23, 2012 meeting. The intent of making these changes was to have them in place for the 2012 construction season.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract for Soil Testing by Braun Intertec Inc. for 2012 Projects

Meeting Date: December 14, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt

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 contract with Braun Intertec Inc. in an amount not to exceed \$12,000 to perform road base sampling and analysis in the 2012 65th St project area. The project would be funded by the Park Reserve and Acquisition Fund (Fund 402).

SUMMARY

The 2012 65th Street project is estimated to have approximately 40,000 cubic yards of material that could be used for park project if it passes the necessary environmental tests.

Braun Intertec is proposing to provide the necessary scope of services to sample and test the material, along with seeking the necessary approval of the material from the Minnesota Pollution Control Agency to see if the road base soil can be used as cover material on park projects at, Heritage Village Park, and the Rock Island Swing Bridge.

The City has successfully hired Braun Intertec in the past to perform a similar scope of services on earlier street reconstruction projects and used the soil at Heritage Village Park. Braun understands the process and has a good working relationship with the MPCA. It is recommended that Braun be hired to perform this work.

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

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
DAVID B. GATES
ABBY M. NOVAK
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz and David Kendall, City Attorneys
DATE: December 8, 2011
**RE: Joint Powers Agreement with Bureau of Criminal Apprehension and City of
Inver Grove Heights – December 12, 2011 City Council Meeting**

Section 1. Background. Under Minnesota Statutes § 299C.46, the Bureau of Criminal Apprehension must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Inver Grove Heights Prosecuting Attorney (LeVander, Gillen & Miller, P.A.) desires to obtain direct access to the Bureau of Criminal Apprehension (BCA) criminal justice data communications network in support of its criminal justice duties.

In order for the Prosecuting Attorney to access the data communications network, the City, on behalf of its Prosecuting Attorney, must enter into a Joint Powers Agreement with the State of Minnesota (acting through its Department of Public Safety, Bureau of Criminal Apprehension) to use the systems and tools available over the BCA's criminal justice data communications network. The Inver Grove Heights Police Department has already executed a Joint Powers Agreement to access the BCA's data communications network. The BCA requires a separate Joint Powers Agreement be entered into by the City (on behalf of the Prosecuting Attorney) in order for the Prosecuting Attorney to obtain direct access to the BCA's data communications network.

The attached Joint Powers Agreement creates a method by which the Prosecuting Attorney has access to the criminal justice data network and further provides the Prosecuting Attorney with the ability to add, modify and delete connectivity, systems and tools over the term of the Agreement. The term of the Joint Powers Agreement is five (5) years. The cost associated with accessing the BCA's data communications network is minimal and will be equally divided between the two cities for which LeVander, Gillen & Miller is the Prosecuting Attorney (Inver Grove Heights and West St. Paul).

The Joint Powers Agreement also allows for the BCA to provide the Prosecuting Attorney access to those systems or tools which may become available after the execution of the Joint Powers Agreement. It is anticipated that in the spring of 2012 the State will be making electronic filing software available in Dakota County (known as e-charging). The attached Joint Powers Agreement gives the City the flexibility to obtain access to that system, if the City desires, once the system becomes available. Background information pertaining to e-charging is attached to this memo for reference.

Section 2. Council Action. The Council is asked to consider the attached **Resolution Approving a Joint Powers Agreement 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** at the December 12, 2011 City Council meeting.

Attachments

ECHARGING SERVICE

The Bureau of Criminal Apprehension (BCA) developed an electronic charging, or eCharging, service to facilitate the movement of information between individual data systems in law enforcement, prosecution, courts and the state.

THE GAP

The criminal charging process involves a variety of records management systems which require duplicate data entry as information is amended or updated. These systems are usually not designed to pass information and documents to other systems and no system can pass authorizations and approvals – such as an electronic signature. They generate paper documents that are merely hand delivered and re-entered into another agency's system. In the worst situations, paper documents are transported by police officers. Similar data duplication and re-entry problems exist with DWI arrest forms.

This leads to a lot of unnecessary travel, paper, legwork and duplicate data entry, with resulting lost efficiency, data accuracy and data links that waste physical and human resources. These data accuracy and data integration problems also create public safety risks as key pieces of information that are “lost” inside the system, not accessible by those who need them to make decisions about whether a subject passes a background check, or to make sentencing decisions based on the subject’s prior criminal history.

THE SOLUTION

The BCA created an eCharging service that serves as a “broker” between individual data systems – passing incident reports, complaints, citations and DWI administrative forms, including the underlying data and signatures, between law enforcement, prosecutors, state executive branch agencies and the courts. The net result is improved public safety due to more accurate and complete criminal justice information and more efficient use of human and financial resources.

ABOUT THE PRODUCT

Statewide deployment of eCharging is planned by the end of 2014. The system:

- Reduces or eliminates re-entry of criminal justice data
- Reduces or eliminates costs to transport documents between agencies and lost time for officers and court personnel
- Creates greater accuracy in incident and charging data
- Uses innovative electronic signature methods
- Allows agencies to track a document’s activity as it moves through the system, sending notifications when a prosecutor, officer or judge has signed a complaint
- Integrates with each agency’s records management system
- Creates a criminal complaint within the eCharging system
- Integrates with state court electronic filing services
- Eliminates need to print documents for signatures and provides the service in a secure environment, fully compliant with data practices laws and Minnesota Court Rules
- Determines appropriate DWI form set using short question list and prior offenses located using interface with state driver vehicle records system
- DWI form computes revocation and plate impound dates based on data sets
- Integrates breath test results into the DWI form set (blood and urine tests will also be sent to eCharging soon)



Minnesota Criminal Complaint Process

Comparison of Manual and eCharging Systems and Benefits

CONTACT:
Jill Oliveira 651-793-2726

<u>Manual</u>	<u>eCharging</u>	<u>Benefits</u>
Incident Report is created	Incident Report is created	
Report physically delivered to prosecutor	Report electronically referred to prosecutor	Less transport time, time making copies, and paper
Incident data entered into prosecutor's records system	Complaint created from electronic incident data	Reduces data entry time, reduces error rates that lead to mismatches
If decision is made to <u>not</u> charge, notification of law enforcement and BCA is inconsistent	If decision is made to <u>not</u> charge, system notifies eCharging, which notifies law enforcement	Less time completing and mailing forms; more complete information to law enforcement
Prosecutor finalizes complaint in their system	Prosecutor finalizes complaint in their system	
Prosecutor signs complaint	Prosecutor electronically signs complaint	Keeps process electronic
Prosecutor staff sends phone calls/e-mails to ensure complaint is processed	Prosecutor can receive e-mail notifications of process steps, and check progress online	Greater confidence in process, reduced time tracking down lost or misfiled paper copies
Law enforcement officer comes to prosecutor's office to sign complaint	Officer receives e-mail that complaint is ready for signing online	Officer provides direct public safety services instead of traveling
Officer signs complaint	Officer electronically signs complaint	Keeps process electronic
Notary witnesses officer signature and notarizes complaint	Notary witnesses officer's electronic signature and electronically notarizes complaint	Keeps process electronic
Officer or staff calls/e-mails to ensure complaint is processed	Officer can receive e-mail notifications of process steps, or check progress online	Greater confidence in process, reduced time tracking down lost or misfiled paper copies
Officer brings complaint to Court	Court receives e-mail notification that complaint is ready for judicial signatures online	Reduces transport/waiting time carrying complaint, allowing officer to perform public safety services

Court clerk or officer waits for opportunity to inform judge that complaint is ready	Judge receives e-mail notification that complaint is ready	Reduces waiting time
Judge may have to look up statutes referenced in complaint	Text of referenced statutes is automatically displayed	Reduces review time
Judge signs complaint	Judge signs complaint electronically	Keeps process electronic
Court staff enters complaint data into court systems	Data passed automatically into court systems	Saves data entry time, reduces error rates that lead to mismatches
Court systems identify data validation errors May require re-submission of complaint	Validation performed before prosecutor signature added, making re-submissions very rare	Saves staff time
Copies of signed complaint made for law enforcement and prosecutor	Prosecutor and officer receive e-mail notification that signed electronic version is available Can be stored electronically	Reduces staff time making copies, and need for paper
Overview: Time-intensive paper management, redundant data entry, higher error rate, less transparency of workflow, more paper, more vehicles/fuel	Overview: Instantaneous data transmission, no redundant data entry, reduced error rate, high transparency of workflow, less paper, no vehicles/fuel	Benefits: Reduced time, reduced costs, more accurate data, and improved public safety

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A JOINT POWERS AGREEMENT 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**

WHEREAS, under Minnesota Statutes § 299C.46, the Bureau of Criminal Apprehension (BCA) must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota.

WHEREAS, the Inver Grove Heights Prosecuting Attorney desires to access the BCA's criminal justice data communications network in support of its criminal justice duties.

WHEREAS, the City, on behalf of its Prosecuting Attorney, desires to enter into a Joint Powers Agreement with the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension to use the systems and tools available over the BCA's criminal justice data communications network for which the City is eligible.

WHEREAS, the Joint Powers Agreement creates a method by which City, on behalf of its Prosecuting Attorney, has access to those systems and tools for which it has eligibility and further provides the City with the ability to add, modify and delete connectivity, systems and tools over the term of the Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inver Grove Heights, Minnesota:

1. That the Joint Powers Agreement 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, is hereby approved. A copy of the Joint Powers Agreement is attached to this resolution and made a part of it.
2. That the Inver Grove Heights City Attorney 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.
3. That the Mayor and Deputy City Clerk are authorized to sign the attached Joint Powers Agreement 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.

Adopted by the City Council of Inver Grove Heights this 12th day of December, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Inver Grove Heights on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency 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. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency 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.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 **Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 **Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Tim Kuntz, City Attorney, 633 S Concord Street, Suite 400, South St. Paul, MN 55075, or his/her successor.

5 **Assignment, Amendments, Waiver, and Contract Complete**

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 *Termination.* The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 *Termination for Insufficient Funding.* Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract number _____

2. AGENCY

Name: George Tourville
(PRINTED)

Signed: _____

Title: Mayor, City of Inver Grove Heights
(with delegated authority)

Date: December 12, 2011

Name: Melissa Rheume
(PRINTED)

Signed: _____

Title: Deputy City Clerk, City of Inver Grove Heights
(with delegated authority)

Date: December 12, 2011

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Community Development Block Grant Application – Fiscal Year 2012

Meeting Date: December 12, 2011
 Item Type: Consent
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider the adoption of the attached Resolution Approving the Application for Fiscal Year 2012 Dakota County Community Development Block Grant Funding.

SUMMARY

The Community Development Block Grant (CDBG) is a federal program which benefits low and moderate income individuals and neighborhoods. The City annually makes application for these funds through the Dakota County Community Development Agency (CDA).

The Federal appropriation for the CDBG program has been shrinking in recent years. The City's 2012 CDBG allocation is expected to be reduced to \$91,936. The status of existing CDBG activities is provided in an attached memo.

There continues to be a strong interest in both the Doffing Avenue Acquisition Program and the Housing Rehabilitation Program. The Doffing program is funded in part by the Department of Natural Resources (DNR) Floodplain Mitigation Grant. The DNR grant, however, requires equivalent matching funds. CDBG funds have been critical in providing these matching monies. The CDBG rules state that no more than 50% of a year's grant can be used for acquisition programs. It would be wise if the City were to allocate the maximum amount, \$45,000, to the Doffing Avenue Acquisition Program since the funds leverage the DNR grant.

The remaining CDBG allocation of \$46,436 could be allocated to the Housing Rehabilitation Program since there is a continued need for housing rehabilitation funds. The program has provided assistance to 61 homeowners in the last six years. A description of the program and income requirements can be found in the attached informational brochure.

Staff recommends the adoption of the Resolution Approving Application for Fiscal Year 2011 Dakota County Community Development Block Grant Funding and the allocation

of \$45,500 to the Doffing Avenue Acquisition Program and \$46,436 to the Housing Rehabilitation Program.

TJL/kf

Enc: Resolution Approving Application for Fiscal Year 2012 Dakota County CDBG Funding
Memo regarding status of CDBG programs
Housing Rehabilitation Program literature

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPLICATION OF THE CITY OF INVER GROVE
HEIGHTS FOR FISCAL YEAR 2012 DAKOTA COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, the City of Inver Grove Heights is a participating jurisdiction with the Dakota County CDBG Entitlement Program for Fiscal Year 2012 (ending June 30, 2013); and

WHEREAS, the Dakota County CDA is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested FY12 CDBG applications to be submitted by January 15, 2011.

WHEREAS, the City of Inver Grove Heights desires to make application for approximately \$91,936, to be allocated as follows:

- Floodplain Acquisition and Clearance - \$45,500
- Housing Rehabilitation - \$46,436

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights hereby approves the following:

1. The FY12 CDBG application is approved by the City Council, and the City Administrator is authorized to execute it on behalf of the City.
2. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

Adopted by the City Council of Inver Grove Heights on this _____ day of _____, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**MEMO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and Council

FROM: Thomas J. Link, Director of Community Development

DATE: December 7 for City Council Meeting of December 12, 2011

SUBJECT: CDBG Activities – Status Update

The following is the current status of various CDBG projects:

Housing Rehabilitation Program - \$43,691

Historically, the City has spent a large amount of its CDBG funds on the Housing Rehabilitation Program. This is consistent with the main purpose of the CDBG program, which is to address community housing needs for low and moderate income households. The balance of the 2010 and 2011 grants is \$43,691. Approximately \$22,000 of this has been obligated to an upcoming construction project.

The program has assisted 61 homeowners in the past six years. Attached, for Council information, is literature from the CDA that explains the Housing Rehabilitation Program in more detail.

Acquisition of Doffing Avenue Properties - \$2,400

This program allows the City to acquire, on a voluntary basis, properties on Doffing Avenue for floodplain purposes. Eventually it is the City's intent to use the properties as part of Heritage Park. This program is long-term and continues to require on-going financial commitments. There has been a strong interest in the program, as evident by the City's acquisition of 23 properties in the neighborhood. The City is currently negotiating with one property owner.

The Minnesota Department of Natural Resources (DNR) has provided the City with \$1.3 million for this acquisition program. The DNR grant requires a dollar-for-dollar match. The City has used a Minnesota Pollution Control Agency (MPCA) Supplemental Environmental Program Grant, City general funds, CDBG grants, and the sale proceeds from a tax forfeit property to match the full amount of the DNR grant. The balance of the MPCA grant and sales proceeds have been spent. The only funds remaining are the CDBG monies and the City's budgeted amount of \$150,000 per year. The City continues to depend on the CDBG grant for matching funds to the DNR grant.

Enclosure: CDA Information Literature

Additional Loan Programs

The Dakota County CDA is a local lending partner with Minnesota Housing for state funded Rehabilitation and Fix-Up Fund loan programs.

Minnesota Housing Rehabilitation Loans

This program assists very low-income homeowners in financing basic home improvements that directly affect the safety, habitability, energy efficiency and accessibility of their homes.

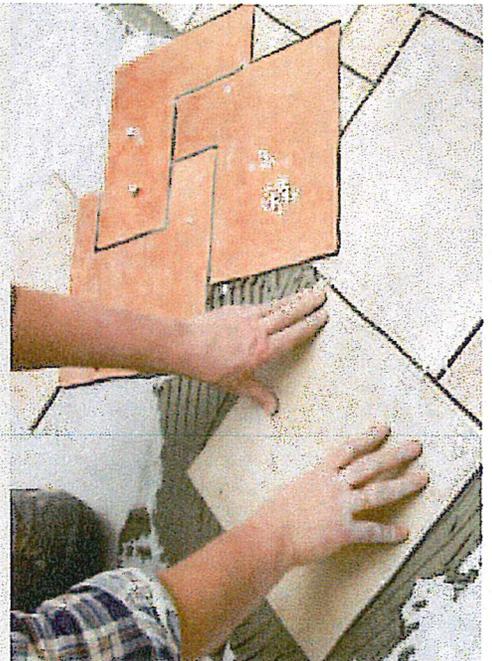
To be eligible, borrowers must occupy the property, have less than \$25,000 in financial assets and meet program income limits.

Fix-Up Fund Loans

The Fix-Up Fund provides low-interest, fixed rate loans to households with incomes at or below \$96,500. This is an installment loan program that allows qualified applicants to borrow up to \$35,000 for needed home improvements.

To apply for these loans, contact Mark Hanson at (651) 675-4469.

For more information about Minnesota Housing's Rehabilitation or Fix-Up Fund loan programs visit www.mnhousing.gov.



CDA
Dakota County
Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123

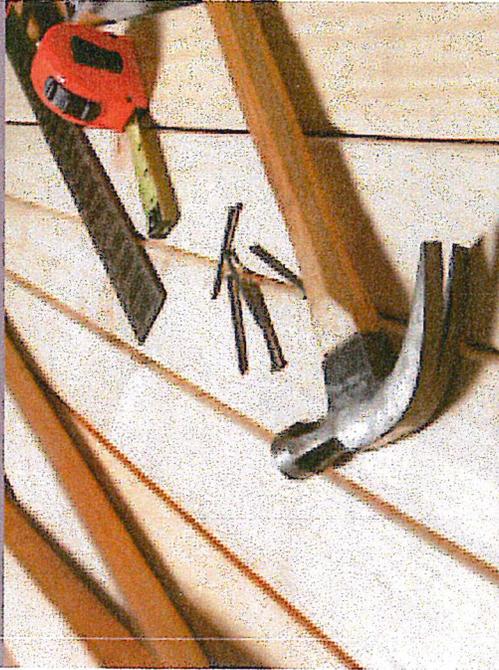
 Home Improvement Loan Programs 6/11

100% post-consumer recycled paper

Dakota County

Home Improvement Loan Programs

Low interest loans to help homeowners finance their fix-ups.



 HOME OWNERSHIP connection

Home Improvement Loan Program

Dakota County homeowners needing financial assistance to make improvements to their homes can apply for a Home Improvement Loan from the Dakota County Community Development Agency (CDA).

Common improvements include adding insulation, furnace replacements, exterior upgrades (roofs, siding, windows) and special needs modifications (such as ramps or roll-in showers).

Annually, the CDA assists between 80 to 100 homeowners with their home improvement projects.

Loans Terms

- 0% interest
- No monthly payments
- Maximum loan = \$25,000
- Maximum loan (mobile homes) = \$5,000
- Repayable when the home is no longer the homeowner's primary residence or when the home is sold. Homeowners may also be required to repay the loan if they refinance or take out a home equity loan.
- Dakota County CDA home improvement loans are not forgiven.

How to Qualify

Applicants must own their home, have sufficient equity in the property, a satisfactory credit history and a gross annual income under the limits listed below.

Household Size	Income Limit
1	\$44,950
2	\$51,400
3	\$57,800
4	\$64,200
5	\$69,350
6	\$74,500
7	\$79,650
8+	\$84,750

* Income limits are as of 6/11 and are subject to change.

The Process

- If you qualify, the CDA will inspect your home, prepare specifications and assist you in obtaining at least two bids for the work to be done.
- Loan proceeds are kept on account for you by the CDA and payments are made directly to the contractors on your behalf when the work is completed.
- Inspection of work upon completion is required by both you and the CDA before payment is made.
- Special provisions may apply to emergency situations and accessibility improvements, which can be obtained by contacting the CDA.

How to Apply

Home Improvement Loan applications can be downloaded from the CDA's website at www.dakotacda.org/homeowners.htm or call (651) 675-4469 to request an application by mail.

Completed applications will be reviewed for eligibility and all personal information will be kept private per Minnesota State Law.

Questions?

Contact Mark Hanson at (651) 675-4469 or mhanson@dakotacda.state.mn.us

The Home Improvement Loan Program is funded in part by the federal Community Development Block Grant Program through the U.S. Department of Housing and Urban Development. Additional funding is provided by the Dakota County HOPE Program, CDA General Fund and the federal HOME Program.

This program is part of the Dakota County CDAs Homeownership Connection services which provide programs for homebuyers and homeowners to be successful. For more information, visit www.dakotacda.org



HOME OWNERSHIP connection



December 1, 2011

Joe Lynch
City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

5201 Eden Ave, Suite 370
Edina, MN 55436
Phone: 952.715.3070
Fax: 952.835.3261

11 Civic Center Plaza, Suite 300
Mankato, MN 56002
Phone: 507.304.6868
Fax: 507.388.9139

Re: Implementation of GASB 54

Governmental Accounting Standards Board (GASB) Statement No. 54 was enacted to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. The initial distinction that is made in reporting fund balance information is identifying amounts that are considered nonspendable, such as fund balance associated with inventories or prepaid expenses. This Statement also provides for additional classifications as restricted, committed, assigned and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

We have reviewed the City's Fund Balance Policy and have provided a revised version to properly reflect the definitions within GASB 54 provisions. We have also reviewed the funds within the City of Inver Grove Heights, and based on our discussions have prepared two resolutions for Council action.

The first resolution is designating the specific revenue sources for the special revenue funds that will remain as special revenue funds. The second resolution is designating the entire fund balance within those funds to be committed to the purpose of the fund as in the past. Both of these actions are requirements of GASB 54.

The third document is a revised fund balance policy which will create the categories within fund balance in compliance with GASB 54. This policy includes the 40% minimum that was defined by Council in 1998.

Council action will also be needed to redirect the Escrow Fund Special Revenue Fund to an Agency fund, which will continue to be utilized as in the past. Another motion is necessary to direct the Landfill Abatement Special Revenue Fund to be consolidated with the Host Community Fund as these funds have the same purpose.

These actions all need to be completed within the calendar year 2011. I would be happy to discuss any of these items prior placing them on the December 12th Council Agenda.

Respectfully Submitted,

AEM Financial Solutions, LLC
Jeanne Day
Contract Finance Consultant

CITY OF INVER GROVE HEIGHTS, MN
FUND BALANCE POLICY
ADMINISTRATIVE CODE CHAPTER LVIII
ADOPTED: June 22, 1998
REVISED: December 12, 2011

POLICY

The City of Inver Grove Heights is accountable to its citizens to carefully account for public funds, to manage municipal finances prudently and to plan the adequate funding of City services including the provision and maintenance of public facilities and services. The City is also accountable for its short-term and long-term financial stability. The City must insure that it is capable of, and will continue to be capable of, adequately funding and providing local government services needed by the community. This fiscal policy provides the framework for the overall fiscal management of the fund balance of the City's General Fund.

I. PURPOSE

The purpose of this policy is to establish specific guidelines the City of Inver Grove Heights, MN will use to maintain an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.

The purpose of this policy is to also establish specific guidelines the City of Inver Grove Heights, MN will use to classify fund balances into a categories based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Nonspendable

- This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES – CONTINUED

3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- The City's highest level of decision making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.
- To remove the constraint on specified use of committed resources the City Council shall pass a resolution

4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General fund includes amounts that are intended to be used for specific purposes.
- The City Council has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the City Manager.

5. Unassigned

- Unassigned fund balance represents the residual classification for the General fund. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General fund. The General fund should be the only fund that reports a positive unassigned fund balance amount.

Minimum Fund Balance Policy

The City has a target unassigned fund balance in the General fund of 40% of the property tax levy and state aids anticipated in the subsequent year's budget of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.

If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be reviewed by the City Manager and a recommendation will be brought forward to Council.

III. MONITORING AND REPORTING

The City Manager shall annually prepare the status of fund balances in relation to this policy and present to the City Council in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order; 1.) committed 2.) assigned and 3.) unassigned.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

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

RESOLUTION NO. 11- _____

RESOLUTION COMMITTING FUND BALANCES FOR SPECIFIC PURPOSES

WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, does hereby find as follows:

WHEREAS, the Governmental Accounting Standards Board's Statement No. 54 defines committed fund balance as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Council, and;

WHEREAS, Council action is required before year end to formalize the commitment of fund balance to specified purposes, and;

WHEREAS, those committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

NOW, THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council, that the specific portions of fund balance in the identified funds are committed as follows:

Committed

<u>Fund</u>	<u>Description</u>	<u>Purpose</u>	<u>Amount</u>
Conventions & Visitors Bureau Fund	Recreational	Was created to account for the local lodging tax revenues collected per ordinance 1015	100%
Recreation Fund	Recreational	Accounts for the recreation activities of the City	100%
Community Center Fund	Recreational	Accounts for the activities at the Veterans Memorial and the Grove Community Center	100%

Adopted by the City Council of the City of Inver Grove Heights this 12th day of December, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. 11- _____

**RESOLUTION COMMITTING SPECIFIC REVENUE SOURCES AND CONFIRMING
RESTRICTIONS FOR SPECIFIED PURPOSES IN SPECIAL REVENUE FUNDS**

WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, does hereby find as follows:

WHEREAS, the Governmental Accounting Standards Board's Statement number 54 defines special revenue funds as funds that are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects and;

WHEREAS, the term *proceeds of specific revenue sources* establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund and;

WHEREAS, the restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows report in the fund and;

WHEREAS, other resources, including investment earnings and transfers from other funds may also be reported in the fund if those resources are restricted, committed, or assigned to the specified purpose of the fund and;

WHEREAS, investment earnings and transfers from other funds alone do not meet the definition of a specific revenue source and;

WHEREAS, Council action is required before year end to formalize the commitment of proceeds of specific revenue sources to specified purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the specific revenue sources of each special revenue fund and the specific purpose for which they are restricted or committed are as follows:

Committed

<u>Fund</u>	<u>Specific Revenue Sources</u>	<u>Purpose</u>
Conventions & Visitors Bureau Fund	Lodging Taxes	Was created to account for the local lodging tax revenues collected per ordinance 1015
Recreation Fund	Charges for Services	Accounts for the recreation activities of the City
Community Center Fund	Charges for Services	Accounts for the activities at the Veterans Memorial and the Grove Community Center

Adopted by the City Council of the City of Inver Grove Heights this 12th day of December, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 12, 2011
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Consider acceptance of a \$300 donation from H. W. Michie.

SUMMARY

Mr. H. W. Michie, a resident of Inver Grove Heights, as well as a friend and regular supporter of the Inver Grove Heights Fire Department, donated \$300 to the IGH Fire Department.

The IGH Fire Department would like to utilize this donation to purchase a “command board” which allows chief officers to organize and deploy staff and other resources at a large event more effectively. Fire personnel sincerely appreciate Mr. Michie’s very kind donation and thanks him for his regular support and generosity.

Staff recommends acceptance of this generous donation.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 12, 2011
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Consider acceptance of a \$1,200 donation from American Legion Post 424.

SUMMARY

The American Legion Post has graciously donated \$1,200 for the purchase of a specialized fire department chain saw. This saw is built expressly for ventilation of residential buildings during fires and utilizes special safety features for protection of firefighters.

Staff recommends acceptance of this very generous donation.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 12, 2011
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Consider acceptance of a \$500 donation from Mrs. Frank (Charlene) Mattila.

SUMMARY

Mrs. Mattila has generously donated \$500 to the Inver Grove Heights Fire Department in memory of Mr. Frank Mattila. Retired Firefighter Frank Mattila was a proud 25 year member of this department. This \$500 donation will be used to purchase a Rapid Intervention Team (RIT) bag. This RIT bag is complete with breathing air and special equipment. It is used by firefighters to rescue other firefighters from various situations such as when one is trapped in a burning building.

Staff recommends acceptance of this generous donation.

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOHLER
◊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
DAVID B. GATES
ABBY M. NOVAK
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Council Members
FROM: Timothy J. Kuntz, City Attorney
DATE: December 8, 2011
**RE: Authorization to Engage Survey Services for the Groveland Park Site
Torrens Registration Proceeding – December 12, 2011 City Council Meeting**

Section 1. Background. A portion of the City's Groveland Park was purchased pursuant to a Contract for Deed dated December 12, 1969 from John Schefknecht and Agnes Schefknecht. Once the Contract For Deed was paid-off, the City never received a deed to the Site.

Our office has contacted the engineering/survey firm of Loucks Associates to receive a proposal to prepare an ALTA survey of the Site to support the City's Torrens Registration Proceeding. In 1999 McLagan surveyors, now Loucks Associates, conducted a boundary line survey of this property for the City. This survey revealed two additional parcels of Groveland Park that will be included in the Registration Proceedings. In addition, Loucks Associates has conducted surveys for four out of the five abutting private properties and therefore is very familiar with all boundary line issues.

After reviewing these surveys, it was discovered that a portion of 47th Street cuts across the middle of Groveland Park. It is recommended that the City vacate this street prior to the Registration Proceedings as it has no use or purpose and would not hinder any adjacent properties. The ALTA survey would also include a legal description of 47th Street for vacating procedures.

A copy of a Loucks Associates' proposal (dated November 11, 2011) to prepare an ALTA survey for \$6,800 is attached for the Council's review. The engineering/survey firm of Loucks Associates was contacted since Loucks has the most historic title and survey experience in the area of the Groveland Park Site.

Section 2. Council Action. The City staff and the City Attorney recommend that the Council approve the attached Resolution Authorizing the Engagement of Survey Services to Support the City's Torrens Registration Proceeding to Establish Title to the Groveland Park Site.

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE ENGAGEMENT OF SURVEY SERVICES
TO SUPPORT THE CITY'S TORRENS REGISTRATION PROCEEDING
TO ESTABLISH TITLE TO THE CITY'S GROVELAND PARK SITE**

WHEREAS, the City's Groveland Park Site was purchased pursuant to a Contract for Deed dated December 12, 1969 from John Schefknecht and Agnes Schefknecht. Once the Contract for Deed was paid-off, the City never received a deed to the Site.

WHEREAS, the City Attorney's office has contacted the engineering/survey firm of Loucks Associates to receive a proposal to prepare an ALTA survey of the Site to support the City's Torrens Registration Proceeding. In addition, it is anticipated that the City will need to vacate the portion of 47th Street that cuts across the Groveland Park Site.

WHEREAS, a copy of a Loucks Associates' proposal (dated November 11, 2011) to prepare an ALTA survey for \$6,800 is attached. The engineering/survey firm of Loucks Associates was contacted, since Loucks (formerly McLagan surveyors) has the most historical title and survey experience in the area of the Groveland Park Site. In 1999 McLagan conducted a boundary line survey of the Groveland Park Site for the City and Loucks has conducted surveys for four out of the five abutting private properties.

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

1. The City Council hereby authorizes the Mayor and Deputy City Clerk to execute the Loucks Associates' proposal/survey contract (dated November 11, 2011) on behalf of the City.
2. The City Council hereby authorizes the City staff and City Attorney to proceed with a Torrens Registration Proceeding of the City's Groveland Park Site to establish the City's right and title to the Site.

Passed this 12th day of December, 2011.

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy City Clerk



November 11, 2011

7200 Hemlock Lane
Suite 300
Maple Grove, MN 55369
763.424.5505 *main*
763.424.5822 *fax*
loucksassociates.com

Ms. Abby Novak
LeVander, Gillen and Miller, PA
633 South Concord Street
Suite 400
South St. Paul, Minnesota 55075
Phone: 651-451-1831 Email: anovak@levander.com

**RE: Surveying Services for Groveland Park
 Inver Grove Heights, Minnesota
 Loucks Associates Proposal No. P11 - 333**

Dear Ms. Novak:

Thank you for your interest in a proposal for surveying services for the Groveland Park site located at the southwest corner of 46th Street E. and Bacon Avenue E. in Inver Grove Heights, Minnesota.

We understand that the nature of this project is an ALTA/ACSM Land Title Survey, and a proposed legal description for the Registration Application, of the four parcels contained in the title commitment prepared by Old Republic National Title Insurance file no. 11-090089 RC First Supplemental.

Loucks Associates considers this document a contract for the work described below, and we will begin our work on receipt of this signed document. Therefore, if there are any items that do not meet your needs, please let us know and we will make the necessary adjustments before we begin.

A. SCOPE OF SERVICES

We propose to provide the following surveying services:

1. ALTA/ACSM Land Title Survey and Proposed Legal Description

We will perform a survey that will meet the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1 – 4, 7(a), 8, 9 and 11(b) of Table A thereof of the parcels listed in the aforementioned title commitment.

This survey will include, but will not be limited to, the following items:

- a. Evidence of found and placed monuments;
- b. Abutting rights of ways and evidence of access to public ways;
- c. Lines of possession and improvements along the boundary lines;
- d. Location of visible buildings;
- e. Easements either observed or as evidenced by recorded documents cited in the title insurance commitment;
- f. Proposed legal description of the overall parcel to be used in the Registration Application.

B. TIMING

We will commence our preparation and research into mapping and records upon your authorization to proceed. We anticipate completing the survey in 2 - 3 weeks.

C. COMPENSATION

Compensation for those items described in the Scope of Services above will be for the following amount(s):

<u>Activity</u>	<u>Fee</u>
1. ALTA/ACSM Land Title Survey	\$6,800
a. Reimbursable expenses such as mileage and delivery service will be billed above and beyond the lump sum or unit prices quoted above.	
b. Invoices will be sent once a month based on the percentage of work completed and/or additional services performed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will be charged a late charge of 1.0% per month.	

D. CLOSURE

Only the services listed above in the Scope of Services are included in this proposal. If additional services are required, they shall be provided in accordance with the attached hourly rate fee schedule.

Loucks Associates appreciates the opportunity to present this proposal to you. It is either being provided via email, for you to sign and return via email, or it is being mailed in duplicate in order that, if acceptable to you, one copy can be kept for your records and one copy can be signed and returned to us as written authorization to proceed.

Attached to this proposal are Loucks Associates' General Conditions and Hourly Rate Fee Schedule, which are part of this agreement. By signing this contract, you are agreeing that they have been read, understood and accepted.

We would appreciate the opportunity to personally discuss this proposal/contract with you at your earliest convenience.

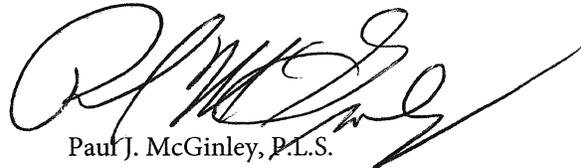
This proposal is valid for a period of 30 days from the date of this proposal.

Sincerely,

LOUCKS ASSOCIATES



Richard L. Licht, P.L.S.
Professional Licensed Surveyor



Paul J. McGinley, P.L.S.
Vice President/Principal Surveyor

Authorization to Proceed:

By: _____

Date: _____

On Behalf Of: LeVander, Miller and Gillen, PA

Loucks Associates is an Equal Opportunity Employer.

GENERAL CONDITIONS

1.0 CLIENT RESPONSIBILITY

- 1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks Associates including:
 - 1.1.1. The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.
 - 1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks Associates' services and of the work.
 - 1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.
 - 1.1.4. The CLIENT shall examine the documents prepared by Loucks Associates and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks Associates' services.
 - 1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks Associates. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.
 - 1.1.6. Loucks Associates shall receive copies of all soil borings, compaction tests and reports.
- 1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks Associates.
- 1.3. The CLIENT shall provide for Loucks Associates' right to enter from time to time property owned by the CLIENT and/or others in order for Loucks Associates to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS ASSOCIATES

- 2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.
- 2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks Associates in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks Associates and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.
- 2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks Associates more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.
 - 2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.
 - 2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks Associates' part to finance the CLIENT's operation, and no such willingness should be inferred.
- 2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.
- 2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks Associates may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

2.6. (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

2.7. In the event that litigation is required to collect undisputed invoiced amounts, Loucks Associates shall be reimbursed by the CLIENT for Loucks Associates' legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks Associates in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks Associates' prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks Associates, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks Associates. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.

3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks Associates behalf.

3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks Associates is not otherwise compensated.

3.4. If the services covered by the Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of Loucks Associates, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.

3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks Associates employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks Associates integral workload, Loucks Associates may negotiate additional compensation for fast tracking a specific task.

3.6. In that it would be unfair for Loucks Associates to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks Associates not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS ASSOCIATES and agrees to defend, indemnify and hold LOUCKS ASSOCIATES harmless from any claim or liability for injury or loss allegedly arising from Loucks Associates' failure to perform a service the CLIENT has instructed Loucks Associates to not perform. The CLIENT further agrees to compensate Loucks Associates for any time spent or expenses incurred by Loucks Associates in defense of any such claim, in accordance with Loucks Associates' prevailing fee schedule and expense reimbursement policy.

3.7. The CLIENT has relied on Loucks Associates' judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks Associates' judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks Associates. Should Loucks Associates call for contract re negotiation, Loucks Associates shall identify the changed conditions which in Loucks Associates' judgment makes such re negotiation necessary, and Loucks Associates and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks Associates to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks Associates has an absolute right to terminate this AGREEMENT.

4.0 REIMBURSABLE EXPENSES

4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks Associates from the CLIENT, for reasonable charges incurred or established by Loucks Associates in the interest of the Project:

4.2. Transportation in connection with the Project, out-of-town travel, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks Associates or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1. If contained in the Scope of Services or if requested as an additional service, Loucks Associates shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks Associates. Loucks Associates is not a construction cost estimator or construction contractor, nor should Loucks Associates' rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks Associates' opinion will be based solely upon his or her own experience with construction. This requires Loucks Associates to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks Associates has no control. Given the assumptions that must be made, Loucks Associates cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks Associates relative to the accuracy of Loucks Associates' opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION ANTI TESTING

- 6.1. Loucks Associates shall render Construction Document interpretations necessary for the property execution or progress of those portions of the Work designed by Loucks Associates with reasonable promptness.
- 6.2. Loucks Associates will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.
- 6.3. Loucks Associates will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

- 7.1. Loucks Associates shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks Associates' review of a specific item shall not pass design responsibility for that item to Loucks Associates when the design aspects are the responsibility of other designers. Instead this review would be to verify conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

- 8.1. Loucks Associates shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks Associates survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks Associates control, the waiting and/or travel time will be considered additional services.
- 8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.
- 8.3. The CLIENT and/or contractor shall assist Loucks Associates in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.
- 8.4. If Loucks Associates is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks Associates. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.
- 8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks Associates' standard hourly rates.
- 8.6. Loucks Associates shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

- 9.1. Insofar as job site safety is concerned, Loucks Associates is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks Associates nor the presence of Loucks Associates or his or her employees and subcontractors, shall be construed to imply Loucks Associates has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks Associates shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

- 10.1. Upon completion of the work, Loucks Associates shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks Associates by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking our original elevation or distance and writing the record information.
- 10.2. In that the record drawings are based partially on information provided by others, Loucks Associates cannot and does not warrant their accuracy beyond that which Loucks Associates is directly responsible.
- 10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks Associates files for future use.

11.0 STANDARD OF PRACTICE

- 11.1. Services performed by Loucks Associates under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK

- 12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks Associates in the event that the project is permanently abandoned.
- 12.3. The CLIENT may instruct Loucks Associates to temporarily stop work on the project by giving written notice.
- 12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.

13.0 MISCELLANEOUS PROVISIONS

- 13.1. This Agreement shall be governed by Minnesota Law.
- 13.2. The CLIENT and Loucks Associates waive all rights against each other and against Loucks Associates', agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks Associates each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.
- 13.3. Loucks Associates shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks Associates shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

- 14.1. The CLIENT shall indemnify and hold harmless Loucks Associates, his agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to the Work itself) including loss of use or resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

15.0 ASSIGNMENT

- 15.1. The CLIENT and Loucks Associates, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks Associates shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks Associates. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified at the end of this agreement.

17.0 AFFIRMATIVE ACTION

17.1. Loucks Associates certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.

**HOURLY RATE FEE SCHEDULE
EFFECTIVE 02/01/2011**



7200 Hemlock Lane
Suite 300
Maple Grove, MN 55369
763.424.5505 main
763.424.5822 fax
loucksassociates.com

Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions.

Reimbursable external expenses including, but not limited to, subconsultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
PLANNING	PRINCIPAL PLANNER	137.00
	SENIOR PLANNER	115.00
	SENIOR SITE DESIGNER	105.00
LANDSCAPE ARCHITECTURE	PRINCIPAL LANDSCAPE ARCHITECT	120.00
	SENIOR LANDSCAPE ARCHITECT	108.00
	LANDSCAPE ARCHITECT	100.00
	SITE DESIGN TECHNICIAN	92.00
ENGINEERING	PRINCIPAL ENGINEER	145.00
	SENIOR PROJECT MANAGER/ENGINEER	130.00
	PROJECT ENGINEER	120.00
	ENGINEER IN TRAINING (EIT)	88.00
	SENIOR TECHNICIAN	91.00
	TECHNICIAN	86.00
	SENIOR CONSTRUCTION REPRESENTATIVE	93.00
	CONSTRUCTION REPRESENTATIVE	86.00
SURVEYING	PRINCIPAL SURVEYOR	145.00
	SENIOR SURVEYOR	120.00
	PROJECT SURVEYOR	108.00
	SENIOR SURVEY TECHNICIAN	90.00
	SURVEY TECHNICIAN	83.00
	SURVEY CREW CHIEF	88.00
	INSTRUMENT PERSON	73.00
	SURVEY CREW *	161.00
ADMINISTRATION	ADMINISTRATION ASSISTANCE (CLERICAL)	6500
	*PROJECT REQUIRING CERTIFIED HEALTH & SAFETY TRAINING: ADD PER EMPLOYEE	38.00
REIMBURSABLE EXPENSES	UNIT	RATE
MILEAGE	per mile	0.66
MYLAR FILM	each	10.00
PLAN SIZE PHOTOCOPIES/BLUEPRINTS	each	2.50
PHOTOCOPIES- Black & White (8 1/2 x 11)	each	0.10
PHOTOCOPIES- Color (8 1/2 x 11)	each	0.75
PHOTOCOPIES- Black & White (11 x 17)	each	0.15
PHOTOCOPIES- Color (11 x 17)	each	1.30

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: December 12, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Camille McCallister, and Christine Joa.

Please confirm the seasonal/temporary termination of employment of: Jeff Matuska, Mike Sterny and Daryl Swenson.

Please confirm the employment of: Anthony Deeb, Carlos Sosa Viscarra, Pierre Harris, Richard Mraz, and Justin Massicotte as Firefighters.

Item 6A – Adopt Final 2012 Budgets & Tax Levies

A cover memo for this item will be supplied by the City Administrator on Friday, December 9th. Attached is the supplemental information for this item.

**CITY OF INVER GROVE HEIGHTS
2012 BUDGET**

MARKET VALUE COMPARISON

	2011	%	Preliminary 2012	%	\$ Change	% Change	New Construction	% Change w/o New
Residential	2,380,297,200	76.08%	2,310,580,400	75.58%	(69,716,800)	-2.9%	8,534,000	-3.29%
Commercial	315,325,700	10.08%	309,489,100	10.12%	(5,836,600)	-1.9%	562,500	-2.03%
Industrial	75,607,700	2.42%	75,294,400	2.46%	(313,300)	-0.4%	0	-0.41%
Utility	57,217,000	1.83%	57,217,000	1.87%	0	0.0%	0	0.00%
Agricultural	18,213,800	0.58%	18,608,100	0.61%	394,300	2.2%	0	2.16%
Rural Vacant	8,320,800	0.27%	8,865,600	0.29%	544,800	6.5%	0	6.55%
Apartments	235,767,100	7.54%	238,549,400	7.80%	2,782,300	1.2%	2,780,000	0.00%
Railroads	5,625,000	0.18%	5,625,000	0.18%	0	0.0%	0	0.00%
	<u>3,096,374,300</u>		<u>3,024,229,000</u>		<u>(72,145,300)</u>	<u>-2.3%</u>	<u>11,876,500</u>	<u>-2.71%</u>
Personal Prop.	32,396,300	1.04%	32,732,000	1.07%	335,700	1.0%	0	1.04%
	<u>3,128,770,600</u>	<u>100.00%</u>	<u>3,056,961,000</u>	<u>100.00%</u>	<u>(71,809,600)</u>	<u>-2.3%</u>	<u>11,876,500</u>	<u>-2.67%</u>

NET TAX CAPACITY COMPARISON

	2011	%	Preliminary 2012	%	\$ Change	% Change	New Construction	% Change w/o New
Residential	24,036,275	65.57%	23,321,890	65.02%	(714,385)	-3.0%	90,910	-3.35%
Commercial	6,111,528	16.67%	5,995,100	16.71%	(116,428)	-1.9%	11,250	-2.09%
Industrial	1,486,113	4.05%	1,479,913	4.13%	(6,200)	-0.4%	0	-0.42%
Utility	1,143,590	3.12%	1,143,590	3.19%	0	0.0%	0	0.00%
Agricultural	165,806	0.45%	168,709	0.47%	2,903	1.8%	0	1.75%
Rural Vacant	72,746	0.20%	78,390	0.22%	5,644	7.8%	0	7.76%
Apartments	2,888,598	7.88%	2,923,376	8.15%	34,778	1.2%	34,750	0.00%
Railroads	112,500	0.31%	112,500	0.31%	0	0.0%	0	0.00%
	<u>36,017,156</u>		<u>35,223,468</u>		<u>(793,688)</u>	<u>-2.2%</u>	<u>136,910</u>	<u>-2.58%</u>
Personal Prop.	642,312	1.75%	647,368	1.80%	5,056	0.8%	0	0.79%
	<u>36,659,468</u>	<u>100.00%</u>	<u>35,870,836</u>	<u>100.00%</u>	<u>(788,632)</u>	<u>-2.2%</u>	<u>136,910</u>	<u>-2.52%</u>

2012 Preliminary per Dakota County updated as of 1/8/2011

**CITY OF INVER GROVE HEIGHTS
2012 BUDGET
PROPOSED TAX LEVY**

	2009 Adopted	2010 Adopted	2011 Adopted	2012 Estimated Tax Levy	2011-2012	
					Percent Change	\$ Change
Operating Levies -						
General Tax Levy (subject to Levy Limit)	9,065,817	9,217,316	9,550,561	8,776,400	-8.11%	(774,161)
Levy Reductions:						
<i>Community Projects Fund</i>		(65,000)	(65,000)	(65,000)	0.00%	-
<i>City Facilities Fund</i>		(50,000)	(50,000)	(50,000)	0.00%	-
<i>Host Community Fund</i>		(60,000)	(60,000)	(60,000)	0.00%	-
<i>WMO costs to Storm Water Utility</i>		(31,000)			0.00%	-
						-
						-
						-
						-
						-
General Fund Surplus			(313,500)		100.00%	313,500
Levies Outside of Levy Limits -						
Police & Fire Salary & Benefits	5,259,100	4,529,100	4,779,900	4,896,000	2.43%	116,100
PERA Employer Contribution	67,700	73,100	79,000	-	-100.00%	(79,000)
2008 Aid Unallotment		263,211	-	-	0.00%	-
2009 Aid Unallotment		510,860	-	-	0.00%	-
2010 Aid Unallotment			612,485	-	-100.00%	(612,485)
Subtotal Operating Levies	14,392,617	14,387,587	14,533,446	13,497,400	-7.13%	(1,036,046)
Debt Levies						
326 MN Armory Bldg Comm.	63,735	63,735	63,735	63,735	0.00%	-
City Share of Assessments	69,847	66,681	61,632	109,912	78.34%	48,280
335 2002A PIR Bonds	-	5,200	6,300	-	-100.00%	(6,300)
346 2006A G.O. Improvement Bonds	84,600	84,900	85,300	85,600	0.35%	300
345 2006B Certificates of Indebtedness	313,206	338,600	-	-	0.00%	-
101 2007 G.O. Public Safety Revenue	-	81,480	81,309	81,848	0.66%	539
348 2007A Certificates of Indebtedness	141,960	142,170	147,420	-	-100.00%	(147,420)
349 2007B G.O. Improvements Bonds				75,000		
351 2008B Certificates of Indebtedness	146,300	91,698	94,533	97,217	2.84%	2,684
352 2008A G.O. Improvement Bonds	-	11,545	4,582	75,000	1536.84%	70,418
353 2009A G.O. Capital Improvement Bonds	-	404,200	577,400	584,500	1.23%	7,100
<i>(Contribution from Closed Bond Fund for Reduction to 2009A Debt Levy)</i>		(202,000)	(179,861)	(200,000)	100.00%	(20,139)
355 2010B G.O. Improvement Bonds				283,332	100.00%	283,332
356 2010C PIR Refunding Bonds				48,144	100.00%	48,144
Subtotal City-wide Debt Levies	819,648	1,088,209	942,350	1,304,288	38.41%	286,938
City-Wide Levies	15,212,265	15,475,796	15,475,796	14,801,688	-4.36%	(749,108)
WMTD Levies -						
1998B Storm Water Bonds						
Skyline Village	63,208	60,494	-	-	0.00%	-
336 2002A Storm Water Bonds						
Simley Lake	41,700	42,100	-	-	0.00%	-
344 2005D Storm Water Refunding Bonds						
Cuneen Trail/College Trail	103,800	111,600	113,400	115,100	1.50%	1,700
357 2010C Storm Water Bonds						
Simley Lake	-	-	43,600	41,903	-3.89%	(1,697)
	208,708	214,194	157,000	157,003	0.00%	3
Total	15,420,973	15,689,990	15,632,796	14,958,691	-4.31%	(749,105)
* Levy Limit Amount	9,141,442	9,303,905	9,550,561		-100.00%	(9,550,561)

CITY OF INVER GROVE HEIGHTS
2012 BUDGET
COMPARISON OF 2009, 2010, 2011 ACTUALS AND 2012 ESTIMATED
CITY TAX CAPACITY RATES

	FINAL PAY 2009	FINAL PAY 2010	FINAL PAY 2011	Estimated Tax Levy Preliminary At Levy Limits ESTIMATED PAY PAY 2012	Estimated Tax Levy Proposed Final At Levy Limits ESTIMATED PAY PAY 2012
TOTAL TAX CAPACITY	\$41,493,816	\$38,716,047	\$36,659,468	\$34,286,270	\$34,286,270
LESS: TAX INCREMENT	(2,341,225)	(2,195,958)	(2,054,313)	(1,969,930)	(1,969,930)
LESS: FISCAL DISPARITIES CONTRIBUTION	(3,420,538)	(3,745,086)	(3,792,994)	(3,690,824)	(3,690,824)
NET CITY TAX CAPACITY	<u>\$35,732,053</u>	<u>\$32,775,003</u>	<u>\$30,812,161</u>	<u>\$28,625,516</u>	<u>\$28,625,516</u>
GROSS CITY-WIDE TAX LEVY	\$15,212,265	\$15,475,796	\$15,475,796	\$15,736,146	\$14,801,688
LESS CITY-WIDE FISCAL DISPARITIES DISTRIBUTION	(1,759,001)	(1,892,593)	(2,199,742)	(1,984,933)	(1,984,933)
NET CITY-WIDE TAX LEVY	<u>\$13,453,264</u>	<u>\$13,583,203</u>	<u>\$13,276,054</u>	<u>\$13,751,213</u>	<u>\$12,816,755</u>
CITY TAX CAPACITY RATE	0.37878	0.41757	0.43169	0.48038	0.44774
RATE INCREASE (DECREASE)		0.03879	0.01412	0.04869	0.01605
PERCENT INCREASE (DECREASE) IN RATE		10.24%	3.38%	11.28%	3.72%
CHANGE FROM 2011 TAX LEVY				\$260,350	(\$674,108)

ASSUMPTIONS:

- (1) THE ESTIMATE OF TAX CAPACITY FOR 2012 IS DAKOTA COUNTY'S DATA AS OF 11/10/2011.
- (2) THE FISCAL DISPARITIES INFORMATION IS FROM SPRINGSTED AS OF 11/23/11.
- (3) THE TAX INCREMENT INFORMATION IS FROM SPRINGSTED FOR 2011 TAX LEVY AS OF 11/23/11.

CITY OF INVER GROVE HEIGHTS

TAX COMPARISON 2011 VS 2012 CITY TAXES ONLY

RESIDENTIAL HOMESTEAD VALUE = \$142,800	
2011	
Tax Capacity -	
1.00% of \$142,800 =	1,428
Tax Capacity	1,428
x Est.2011 Rate	0.43169
Est 2011 City Tax	\$616.45
Less Est. Market Value Homestead Credit (\$107.60)	
Net Est 2011 City Tax	\$508.85
RESIDENTIAL HOMESTEAD VALUE = \$139,400 2.40 % Decrease in value 2012 TAXABLE MARKET VALUE = 114,706	
2012	
Tax Capacity -	
1.00% of \$114,706 =	1,147
Tax Capacity	1,147
x Est.2012 Rate	0.44774
Est 2012 City Tax	\$513.58
Net Est 2012 City Tax	\$513.58
Difference	\$4.74
Percent change	0.93%

RESIDENTIAL HOMESTEAD VALUE = \$258,800	
2011	
Tax Capacity -	
1.00% of \$258,800	2,588
Tax Capacity	2,588
x Est.2011 Rate	0.43169
Est 2011 City Tax	\$1,117.21
Less Est. Market Value Homestead Credit (\$61.54)	
Net Est 2011 City Tax	\$1,055.67
RESIDENTIAL HOMESTEAD VALUE = \$251,500 2.45 % Decrease in value 2012 TAXABLE MARKET VALUE = 236,895	
2012	
Tax Capacity -	
1.00% of \$236,895	2,369
Tax Capacity	2,369
x Est.2012 Rate	0.44774
Est 2012 City Tax	\$1,060.67
Net Est 2012 City Tax	\$1,060.67
Difference	\$5.00
Percent change	0.47%

BUSINESS VALUE = \$583,200	
2011	
Tax Capacity -	
1.5% of 1st \$150,000 =	2,250
2.0% of Bal (\$433,200) =	8,664
Tax Capacity	10,914
Less Fiscal Disparities	(4,360)
	6,554
x Est.2011 Rate	0.43169
Est 2011 City Tax	\$2,829.30
BUSINESS VALUE = \$583,200 No Change in value	
2012	
Tax Capacity -	
1.5% of 1st \$150,000 =	2,250
2.0% of Bal (\$433,200) =	8,664
Tax Capacity	10,914
Less Fiscal Disparities	(4,360)
	6,554
x Est.2012 Rate	0.44774
Est 2012 City Tax	\$2,934.49
Difference	\$105.19
Percent change	3.72%

BUSINESS VALUE = \$3,080,800	
2011	
Tax Capacity -	
1.5% of 1st \$150,000 =	2,250
2.0% of Bal (\$2,930,800) =	58,616
Tax Capacity	60,866
Less Fiscal Disparities	(24,312)
	36,554
x Est.2011 Rate	0.43169
Est 2011 City Tax	\$15,780.00
BUSINESS VALUE = \$3,080,800 No Change in value	
2012	
Tax Capacity -	
1.5% of 1st \$150,000 =	2,250
2.0% of Bal (\$2,930,800) =	58,616
Tax Capacity	60,866
Less Fiscal Disparities	(24,312)
	36,554
x Est.2012 Rate	0.44774
Est 2012 City Tax	\$16,366.69
Difference	\$586.69
Percent change	3.72%

CITY OF INVER GROVE HEIGHTS

TAX COMPARISON 2011 VS 2012 CITY TAXES ONLY

RESIDENTIAL HOMESTEAD VALUE = \$383,400	
2011	
Tax Capacity -	
1.00% of \$383,400 =	3,834
Tax Capacity	3,834
x Est.2011 Rate	0.43169
Est 2011 City Tax	\$1,655.10
Less Est. Market Value Homestead	
Credit	(\$12.02)
Net Est 2011 City Tax	\$1,643.08
RESIDENTIAL HOMESTEAD VALUE = \$375,600	
2.04 % Decrease in value	
2012 TAXABLE MARKET VALUE = 372,164	
2012	
Tax Capacity -	
1.00% of \$372,164 =	3,722
Tax Capacity	3,722
x Est.2012 Rate	0.44774
Est 2012 City Tax	\$1,666.33
Net Est 2012 City Tax	
	\$1,666.33
Difference	\$23.25
Percent change	1.41%

RESIDENTIAL HOMESTEAD VALUE = \$2,462,400	
2011	
Tax Capacity -	
1.00% of \$500,000	5,000
1.25% of \$1,962,400	24,530
Tax Capacity	29,530
x Est.2011 Rate	0.43169
Est 2011 City Tax	\$12,747.81
Less Est. Market Value Homestead	
Credit	\$0.00
Net Est 2011 City Tax	\$12,747.81
RESIDENTIAL HOMESTEAD VALUE = \$2,339,300	
4.60% Decrease in value	
2012	
Tax Capacity -	
1.00% of \$500,000	5,000
1.25% of \$1,839,300	22,991
Tax Capacity	27,991
x Est.2012 Rate	0.44774
Est 2012 City Tax	\$12,532.69
Less Est. Market Value Homestead	
Credit	\$0.00
Net Est 2012 City Tax	\$12,532.69
Difference	(\$215.12)
Percent change	-1.69%

RESIDENTIAL HOMESTEAD VALUE = \$349,000	
2011	
Tax Capacity -	
1.00% of \$349,000 =	3,490
Tax Capacity	3,490
x Est.2011 Rate	0.43169
Est 2011 City Tax	\$1,506.60
Less Est. Market Value Homestead	
Credit	(\$25.72)
Net Est 2011 City Tax	\$1,480.88
RESIDENTIAL HOMESTEAD VALUE = \$339,200	
2.53 % Decrease in value	
2012 TAXABLE MARKET VALUE = 332,488	
2012	
Tax Capacity -	
1.00% of \$332,488 =	3,325
Tax Capacity	3,325
x Est.2012 Rate	0.44774
Est 2012 City Tax	\$1,488.68
Net Est 2012 City Tax	
	\$1,488.68
Difference	\$7.81
Percent change	0.53%

**City of Inver Grove Heights
Proposed Final General Fund Budget Summary
For Fiscal Year 2012**

Account Description	Actual 2009	Actual 2010	2011 Amended Budget	Actual 6/30/11	Forecasted 2011	2012 Dept Request	2012 City Admin Recommended Budget	Change	* Change	%
GENERAL FUND REVENUES										
TAX REVENUE	13,985,899	13,945,436	14,196,800	-	14,337,100	13,685,600	12,718,100	(511,200)		-10.4%
LICENSES AND PERMITS	635,156	515,397	523,100	322,506	550,700	597,100	597,100	74,000		14.1%
INTERGOVERNMENTAL	443,644	498,438	463,100	73,022	428,000	429,100	429,100	(34,000)		-7.3%
CHARGES FOR SERVICES	1,087,582	1,061,867	865,200	464,933	856,500	858,700	858,700	(6,500)		-0.8%
FINES & PENALTIES	211,425	141,962	150,000	47,013	150,000	150,000	150,000	-		0.0%
MISC. REVENUES	336,957	244,486	166,200	90,902	233,200	203,000	203,000	36,800		22.1%
OTHER SOURCES	650,000	913,000	938,000	-	938,000	1,563,000	2,063,000	625,000		66.6%
CONTRIBUTION FROM (TO) FUND BALANCE	-	-	524,500	-	721,140	311,800	779,300	(212,700)		-40.6%
TOTAL GENERAL FUND REVENUES	17,350,663	17,320,586	17,826,900	998,376	18,214,640	17,798,300	17,798,300	(28,600)		-0.2%
GENERAL FUND EXPENDITURES										
MAYOR-COUNCIL	320,431	227,743	230,900	94,356	219,900	208,100	208,100	(22,800)		-9.9%
ADMINISTRATION	729,286	691,812	695,700	349,193	721,100	680,200	680,200	(15,500)		-2.2%
ELECTIONS	6,931	40,991	3,900	1,817	5,600	62,400	62,400	58,500		1500.0%
FINANCE	903,247	907,573	904,500	490,976	900,700	871,100	871,100	(33,400)		-3.7%
COMMUNITY DEVELOPMENT	246,024	324,840	321,900	172,050	339,240	321,300	321,300	(600)		-0.2%
PLANNING	398,652	335,897	405,000	147,932	339,250	304,600	304,600	(100,400)		-24.8%
INSPECTIONS	579,602	552,628	562,900	282,800	561,780	567,300	567,300	4,400		0.8%
POLICE	5,313,699	5,352,233	5,448,600	2,993,627	5,958,300	5,893,500	5,893,500	444,900		8.2%
FIRE	1,788,467	1,870,718	2,094,400	895,156	1,968,570	1,897,900	1,897,900	(196,500)		-9.4%
PUBLIC WORKS	463,548	288,180	292,800	158,824	310,100	262,000	262,000	(30,800)		-10.5%
ENGINEERING	868,719	904,024	868,500	446,672	906,000	908,400	908,400	39,900		4.6%
STREETS	1,757,369	2,118,451	2,346,500	1,287,252	2,336,400	2,153,900	2,153,900	(192,600)		-8.2%
STREET LIGHTING	135,633	135,984	171,200	62,066	171,200	168,200	168,200	(3,000)		-1.8%
PARKS	1,530,091	1,588,057	1,598,000	725,978	1,594,400	1,625,200	1,625,200	27,200		1.7%
CONTINGENCY	-	-	145,000	-	145,000	105,000	105,000	(40,000)		-27.6%
TRANSFERS	1,995,417	1,901,599	1,737,100	227,050	1,737,100	1,769,200	1,769,200	32,100		1.8%
TOTAL GENERAL FUND EXPENDITURES	17,037,116	17,240,730	17,826,900	8,335,749	18,214,640	17,798,300	17,798,300	(28,600)		-0.2%
NET REVENUES OVER EXPENDITURES	313,547	79,856	-	(7,337,373)	-	-	-			

City of Inver Grove Heights

2012 Final Budgets

Fund	2011 Amended	2012 Proposed 9/12/2011	2012 Final 12/12/2011
General	\$ 17,826,900	\$ 17,798,300	\$ 17,798,300
Recreation	742,300	753,800	753,800
Community Center	3,149,400	3,027,500	3,027,500
Water	3,120,600	3,346,300	3,401,300
Sewer	2,880,600	2,840,300	2,840,300
Golf Couse	2,325,800	2,240,800	2,240,800
Risk Management	672,300	678,700	678,700
Central equipment	3,231,300	2,756,700	2,756,700
Central Stores	157,700	143,800	143,800
City Facilities	368,700	904,400	904,400
Technology (MIS)	411,500	520,400	520,400
	<u>\$ 34,887,100</u>	<u>\$ 35,011,000</u>	<u>\$ 35,066,000</u>

City of Inver Grove Heights

Proposed 2011 Budget

Recreation 204

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended	2012 City Council Adopted
Intergovernmental		0	0	0	5,000	5,000	0	0	0
Charges for Services		246,194	253,375	247,800	166,160	242,000	252,100	252,100	0
Miscellaneous Revenues		14,096	17,205	8,000	11,572	15,000	6,500	6,500	0
Other Sources		458,500	459,300	486,500	227,050	478,780	495,200	495,200	0
Total Revenues		718,790	729,880	742,300	409,782	740,780	753,800	753,800	0
Personnel		524,558	500,422	508,900	265,006	519,550	519,200	519,200	0
Prof/Tech Services		40,852	38,306	39,600	9,368	39,200	39,000	39,000	0
Purch. Svcs - Prop/Equipment		47,770	51,412	58,100	23,771	53,800	56,100	56,100	0
Other Purchased Sevices		32,846	29,285	38,700	14,124	35,412	37,100	37,100	0
Supplies		71,820	80,658	91,300	36,797	86,350	96,300	96,300	0
Other Expenses/Expenditures		10,143	10,915	5,700	3,185	6,468	6,100	6,100	0
Capital Outlay		0	0	0	0	0	0	0	0
Total Expenses		727,988	711,000	742,300	352,251	740,780	753,800	753,800	0

City of Inver Grove Heights

Proposed 2012 Budget

Community Center 205

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Administration Charges		38,400	38,400	38,400	19,200	38,400	38,400	38,400
Charges for Services		1,946,193	1,923,523	1,943,700	1,031,617	1,969,200	1,962,900	1,962,900
Miscellaneous Revenues		277,890	137,045	125,200	26,057	128,600	129,300	129,300
Other Sources		439,345	347,632	1,042,100	0	945,100	896,900	896,900
Total Revenue		2,701,828	2,446,600	3,149,400	1,076,874	3,081,300	3,027,500	3,027,500
Personnel		1,542,417	1,564,071	1,561,700	831,986	1,615,200	1,590,100	1,590,100
Prof/Tech Services		35,443	7,487	8,700	24,459	27,800	7,300	7,300
Purch. Svcs - Prop/Equipment		590,647	585,288	617,000	266,231	607,000	579,500	579,500
Other Purchased Sevices		98,994	87,412	111,400	51,894	106,000	111,000	111,000
Supplies		161,397	204,479	186,600	81,636	168,000	199,000	199,000
Other Expenses/Expenditures		26,579	26,009	27,800	9,143	28,400	29,300	29,300
Purchases		44,410	10,732	9,200	5,521	8,900	8,300	8,300
Capital Outlay		157,772	14,375	627,000	47,301	520,000	503,000	503,000
Transfers		0	0	0	0	0	0	0
Total Expenses		2,657,659	2,499,853	3,149,400	1,318,171	3,081,300	3,027,500	3,027,500

City of Inver Grove Heights

Proposed 2012 Budget

Water Utility 501

Account Number	Account Description	2009	Actual	2010 Actual	2011		2011 Forecast	2012 Department Request	2012 City Admin Recommended
					Amended Budget	06/30/11 Actual			
Revenues		147,902	79,662	100,000	100,000	0	100,000	100,000	100,000
Special Assessments		22,285	3,837	0	0	0	0	0	0
Utility Revenues		2,977,914	2,758,169	3,111,400	1,115,450	2,683,730	2,733,700	2,733,700	2,733,700
Other Sources		24,320	1,710,217	(90,800)	0	320,050	567,600	567,600	567,600
Total Revenues		3,172,421	4,551,884	3,120,600	1,115,450	3,103,780	3,401,300	3,401,300	3,401,300
Personnel		423,193	425,608	474,100	216,249	440,900	486,600	486,600	486,600
Prof/Tech Services		57,104	66,698	74,700	25,503	80,080	79,500	79,500	79,500
Purch. Svcs - Prop/Equipment		656,449	679,450	671,900	318,897	708,200	917,900	917,900	917,900
Other Purchased Services		45,781	44,527	51,100	20,462	51,400	51,400	51,400	51,400
Supplies		100,168	104,849	106,700	38,753	105,000	112,700	112,700	112,700
Other Expenses/Expenditures		1,026,168	1,040,145	1,038,500	518,237	1,038,600	1,040,700	1,040,700	1,040,700
Cost of Sales		3,887	5,981	30,000	1,930	6,000	6,000	6,000	6,000
Capital Outlay		0	0	0	0	0	0	0	0
Debt Service		0	0	0	0	0	0	0	0
Transfers		1,838,872	2,478,451	673,600	571,465	673,600	706,500	706,500	706,500
Total Expenses		4,151,623	4,845,709	3,120,600	1,711,496	3,103,780	3,401,300	3,401,300	3,401,300

City of Inver Grove Heights

Proposed 2012 Budget

Sewer 502

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Miscellaneous Revenues		82,281	51,564	75,000	0	75,000	75,000	75,000
Utility Revenues		2,662,849	2,697,623	2,645,600	1,373,869	2,644,600	2,736,000	2,736,000
Other Sources		5,243,941	761,969	160,000	0	215,250	29,300	29,300
Total Revenues		7,989,071	3,511,156	2,880,600	1,373,869	2,934,850	2,840,300	2,840,300
Personnel		292,739	345,712	295,900	175,013	341,100	304,100	304,100
Prof/Tech Services		188	1,367	200	1,520	600	200	200
Purch. Svcs - Prop/Equipment		1,664,916	1,673,527	1,926,900	1,002,001	1,936,050	1,764,600	1,764,600
Other Purchased Services		7,824	7,823	8,200	3,096	7,500	8,200	8,200
Supplies		12,627	14,765	20,700	5,927	20,700	26,700	26,700
Other Expenses/Expenditures		628,630	685,743	628,700	314,437	628,900	736,500	736,500
Capital Outlay		0	0	0	0	0	0	0
Transfers		587	0	0	0	0	0	0
Total Expenses		2,607,511	2,728,937	2,880,600	1,501,994	2,934,850	2,840,300	2,840,300

City of Inver Grove Heights

Proposed 2012 Budget

Golf 503

Account Number	Account Description	2009	Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Charges for Services		1,408,208		1,435,930	1,541,600	483,679	1,303,000	1,480,600	1,480,600
Miscellaneous Revenues			12,361	546	5,000	17,063	5,000	5,000	5,000
Other Sources			0	79,699	779,200	0	1,031,200	755,200	755,200
Total Revenue		1,420,569		1,516,175	2,325,800	500,742	2,339,200	2,240,800	2,240,800
Personnel		913,271		1,003,948	924,900	466,434	964,500	953,300	953,300
Prof/Tech Services			1,746	432	300	762	800	300	300
Purch. Svcs - Prop/Equipment		86,106		117,364	105,200	42,487	88,600	101,700	101,700
Other Purchased Services		94,262		120,281	120,500	70,115	119,200	106,500	106,500
Supplies		159,203		193,397	171,800	98,689	171,200	202,900	202,900
Other Expenses/Expenditures		256,796		255,524	292,200	168,296	289,900	282,000	282,000
Cost of Sales		108,289		113,130	119,300	18,557	0	111,600	111,600
Purchases			(3,053)	0	0	10,994	102,700	0	0
Capital Outlay			0	0	60,000	241,936	70,700	30,000	30,000
Debt Service		115,449		101,351	458,800	36,708	458,800	452,500	452,500
Transfers			0	0	72,800	0	72,800	0	0
Total Expenses		1,732,069		1,905,428	2,325,800	1,154,978	2,339,200	2,240,800	2,240,800

City of Inver Grove Heights

Proposed 2012 Budget

Risk 602

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Charges for S	Contrib'n to Retained Earnings	585,200	585,200	585,200	416,600	598,200	604,900	604,900
Miscellaneous	Contrib'n to Retained Earnings	72,791	69,383	15,000	0	15,000	15,000	15,000
Other Source:	Contrib'n to Retained Earnings	(39,076)	45,875	72,100	0	109,100	58,800	58,800
Total Revenues		618,915	700,458	672,300	416,600	722,300	678,700	678,700
Personnel	Contrib'n to Retained Earnings	15,075	15,066	14,900	8,002	14,900	15,400	15,400
Prof/Tech Ser	Contrib'n to Retained Earnings	11	10	0	7	0	0	0
Other Purcha:	Contrib'n to Retained Earnings	574,007	605,826	629,100	433,297	629,100	660,000	660,000
Supplies	Contrib'n to Retained Earnings	0	0	3,300	0	3,300	3,300	3,300
Other Expens	Contrib'n to Retained Earnings	29,821	79,557	25,000	47,131	75,000	0	0
Total Expenses		618,915	700,458	672,300	488,437	722,300	678,700	678,700

City of Inver Grove Heights

Proposed 2012 Budget

Ctrl Equipment 603

Account Number	Account Description	2009	Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Total Revenues		2,384,973		2,349,352	3,231,300	1,115,965	3,252,800	2,756,700	2,292,300
Total Revenues		2,384,973		2,349,352	3,231,300	1,115,965	3,252,800	2,756,700	2,756,700
Personnel		269,102		310,693	302,900	155,039	310,500	308,900	308,900
Property & Equipment		0		8	0	44	100	0	0
Purch. Svcs - Prop/Equipment		248,751		337,569	332,000	140,762	298,500	310,500	310,500
Other Purchased Sevices		13,197		13,194	15,400	8,574	16,300	15,600	15,600
Supplies		228,212		286,034	276,100	144,997	322,500	435,300	435,300
Other Expenses/Expenditures		635,725		553,702	700,000	351,059	700,000	560,000	560,000
Capital Outlay		0		0	1,416,900	581,959	1,416,900	938,400	938,400
Transfers		0		188,000	188,000	0	188,000	188,000	188,000
Total Expenses		1,394,986		1,689,200	3,231,300	1,382,434	3,252,800	2,756,700	2,756,700

City of Inver Grove Heights

Proposed 2012 Budget

Central Stores 604

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Revenues		157,803	155,415	155,200	75,600	154,900	143,800	154,400
Total Revenues		157,803	155,415	157,700	75,600	154,900	143,800	143,800
Personnel		7,157	7,507	7,500	2,269	4,700	5,100	5,100
Prof/Tech Services		0	0	0	1	0	0	0
Purch. Svcs - Prop/Equipment		24,692	26,661	25,000	10,872	25,000	25,000	25,000
Other Purchased Sevices		0	0	0	0	0	0	0
Supplies		38,086	37,259	61,700	11,444	61,700	61,700	61,700
Other Expenses/Expenditures		6,290	1,399	13,500	6,750	13,500	2,000	2,000
Capital Outlay		0	0	0	0	0	0	0
Transfers		0	50,000	50,000	0	50,000	50,000	50,000
Total Expenses		76,225	122,827	157,700	31,336	154,900	143,800	143,800

City of Inver Grove Heights

Proposed 2012 Budget

City Facilities 605

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Revenues		354,817	349,220	350,900	170,450	350,900	350,900	350,900
Miscellaneous Revenues		0	0	0	0	0	0	0
Other Sources		0	0	17,800	0	17,800	553,500	553,500
Total Revenues		354,817	349,220	368,700	170,450	368,700	904,400	904,400
Personnel		72,471	69,242	66,200	35,087	68,900	67,900	67,900
Prof/Tech Services		6,489	3,957	0	3,120	0	0	0
Purch. Svcs - Prop/Equipment		85,477	88,568	69,700	47,740	104,000	218,700	218,700
Other Purchased Services		68,455	63,338	72,400	37,535	78,500	78,400	78,400
Supplies		19,361	20,099	13,400	8,293	17,900	15,400	15,400
Other Expenses/Expenditures		96,580	113,175	97,000	48,500	97,000	497,000	497,000
Capital Outlay		0	0	0	0	0	27,000	27,000
Transfers		54,345	250,000	50,000	0	50,000	0	0
Total Expenses		403,179	608,379	368,700	180,275	416,300	904,400	904,400

City of Inver Grove Heights

Proposed 2012 Budget

Technology 606

Account Number	Account Description	2009 Actual	2010 Actual	2011 Amended Budget	06/30/11 Actual	2011 Forecast	2012 Department Request	2012 City Admin Recommended
Revenues		315,021	306,883	411,500	150,350	505,000	520,400	0
Total Revenues		315,021	306,883	411,500	150,350	505,000	520,400	0
Personnel		88,296	150,884	182,800	98,662	194,300	257,900	0
Property & Equipment		86,636	81,845	60,000	72,148	105,000	75,000	0
Purch. Svcs - Prop/Equipment		40,010	39,791	28,100	22,350	30,100	28,100	0
Other Purchased Sevices		2,388	7,659	7,500	196	7,500	72,100	0
Supplies		145,409	285,252	102,100	36,161	102,100	57,300	0
Other Expenses/Expenditures		11,449	77,039	15,000	7,500	15,000	15,000	0
Capital Outlay		0	0	16,000	57,418	51,000	15,000	0
Transfers		0	200,000	0	0	0	0	0
Total Expenses		374,188	842,470	411,500	294,435	505,000	520,400	0

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING FINAL TAX LEVIES FOR
THE YEAR 2011, COLLECTABLE IN 2012**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS
FOLLOWS:** There is a final levy upon taxable property in the City of Inver Grove Heights for the year
2011, collectible in 2012, for the following purposes in the following amounts:

General Operating Fund	\$ 8,601,400
Police & Fire Special Levy	4,896,000

Bond Retirement:

MN Armory Building Commission	\$63,735
City Share of Special Assessments	109,912
G.O. Improvement Bonds, 2006A	85,600
G.O. Public Safety Revenue, 2007	81,848
G.O. Improvement Bonds 2007B	75,000
Certificates of Indebtedness, 2008B	97,217
G.O. Improvement Bonds, 2008A	75,000
G.O. Capital Improvement Bonds, 2009A	384,500
G.O. Improvement Bonds 2010B	283,332
PIR Refunding Bonds 2010C	48,144
(\$1,504,288 less transfer of \$200,000 to 2009A Bonds)	

Total Bond Retirement	<u>1,304,288</u>
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Total Levy	<u>\$14,801,688</u>
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Adopted this 12th day of December, 2011, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume
Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE FINAL WATERSHED MANAGEMENT
TAXING DISTRICTS' TAX LEVIES FOR THE YEAR 2012**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS
FOLLOWS:** There is a proposed special property tax levied upon the taxable property within each of the following respective Watershed Management Taxing Districts (W.M.T.D.) in the City of Inver Grove Heights payable in 2012 for the following purposes in the following amounts:

Bond Retirement

Cuneen Trail W.M.T.D. G.O. Storm Water Refunding Bonds 2005D (Project No. 9501, Arbor Pointe Area Stormwater Pump/Lift)	\$115,100
Simley Lake W.M.T.D. G.O. Storm Water Bonds 2002A (Project No. 1993-27, Cahill Ave.)	\$41,903

Adopted this 12th day of December, 2011, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume
Deputy Clerk

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

RESOLUTION NO. _____

RESOLUTION ADOPTING THE FINAL 2012 BUDGETS

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

The following proposed funds' Budgets for the City of Inver Grove Heights for
fiscal year 2012 are hereby approved:

General Fund	\$17,798,300
Recreation Fund	753,800
Community Center Fund	3,027,500
Water Fund	3,401,300
Sewer Fund	2,840,300
Golf Course Fund	2,240,800
Risk Management Fund	678,700
Central Equipment Fund	2,756,700
Central Stores Fund	143,800
City Facilities Fund	904,400
Management Information Systems Fund	520,400

Adopted this 12th day of December, 2011, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheame
Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 12, 2011
 Item Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Melissa Rheame
 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: Conduct a public hearing and consider approval of the renewal applications for liquor licenses for the 2012 calendar year.

SUMMARY:

The City has received applications for renewal of 32 liquor licenses for 2012. The attached notice of public hearing was published in the South West Review on November 27, 2011.

All renewal applications were accompanied by the necessary license fees and insurance documentation. Completion of Alcohol Server Training by employees was also verified. The Fire Marshal will complete the annual inspections of the premises during 2012 and will report any violations that need to be corrected.

Background investigations were completed by the Police Department on all applicants and the following violations were noted:

1. Arbor Pointe Golf Club – Alcohol Compliance Check Failure

A compliance check failure was reported on 6/3/11. In accordance with the City’s Alcohol Compliance Check policy the employee was charged with a gross misdemeanor for serving alcohol to a minor (no final disposition has been determined). Because this is the first compliance check failure for the licensee within a thirty month period, the owner of the establishment was notified of the infraction and the business’ practices and procedures related to the sale of alcohol were reviewed in conjunction with the Police Department. No criminal charges or civil penalties against the owner of the establishment will be pursued at this time and would not be triggered until such time that a third infraction occurred.

2. Gold Palace Liquor – Alcohol Compliance Check Failure

A compliance check failure was reported on 6/3/11. In accordance with the City’s Alcohol Compliance Check policy the employee was charged and convicted of a misdemeanor for serving alcohol to a minor. Because this is the first compliance check failure for the licensee within a thirty month period, the owner of the establishment was notified of the infraction and the business’ practices and procedures related to the sale of alcohol were reviewed in conjunction with the Police Department. No criminal charges or civil penalties against the owner of the establishment will be pursued at this time and would not be triggered until such time that a third infraction occurred.

All renewal applications were reviewed by the Police Department and no basis for denial of the applications was found.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN:

That the City of Inver Grove Heights will hold a public hearing on Monday, December 12, 2011 at 7:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, to consider renewal of the following liquor licenses, as required by City Code Section 4-1A-12:

ON-SALE/SUNDAY:

Apple Minnesota, LLC; **Applebee's Neighborhood Grill & Bar**; 5855 Blaine Avenue
Ashton, Inc.; **Jersey's Bar & Grill**; 6449 Concord Boulevard
Bakavole Hospitality, Inc.; **Celts Pub**; 6559 Concord Boulevard
Grove Bowl, Inc.; **Drkula's 32 Bowl**; 6710 Cahill Avenue
L.W.'s Bierstube, Inc.; **L.W.'s Bierstube**; 6434 Cahill Avenue
Mississippi Pub, Inc.; **Mississippi Pub**; 4455 66th Street East
Outback Midwest II Ltd Ptsp; **Outback Steakhouse**; 5723 Bishop Avenue
B & T Entertainment, Inc.; **Drifter's Bar & Grill**; 4455 E. 64th Street
RT Minneapolis Franchise, LLC; **Ruby Tuesday**, 9051 Buchanan Trail
EL Loro of Inver Grove Heights, LLC; **El Loro Mexican Restaurant**, 5681 Blaine Avenue
Morris-Walkers, Ltd.; **Emma Krumbree's Restaurant & Bakery**; 5660 Bishop Avenue
Eddy's Bar & Grill, LLC; **Eddy's Bar & Grill**; 7537 Concord Boulevard
BB Burger Adventures, LLC; **B-52 Burgers and Brew**; 5639 Bishop Avenue

ON-SALE: Kladek, Inc.; **King of Diamonds**; 6600 River Road

ON-SALE/SUNDAY/CLUB: **Loyal Order of Moose Lodge #1088**; 5927 Concord Boulevard

OFF-SALE:

Cameron's Warehouse Liqs, Inc.; **Cameron's Warehouse Liquors**; 6666 Cahill Avenue
F.T.L. Corporation; **MGM Liquor Warehouse**; 7804 Cahill Avenue
L-Y Enterprise, Inc.; **A & M Liquors**; 5709 Carmen Avenue
Trail West, Inc.; **Trail Liquor**; 9740 South Robert Trail
Market Liquor Corp; **Market Liquor**; 5866 Blaine Avenue
Arbor Pointe Liquors, LLC; **Arbor Pointe Liquor**; 9084 Buchanan Trail
J&J Vogt, Inc.; **Gold Palace Liquor**; 1330 Mendota Road
Mayjune, Inc.; **Laser Liquor**; 5300 South Robert Trail, #600

ON-SALE WINE:

Bryde, Inc.; **Old World Pizza**; 5816 Blaine Avenue

3.2 ON-SALE:

City of Inver Grove Heights; **Inver Wood Golf Course**; 1850 70th Street East
Arbor Pointe Golf Club, Inc. **Arbor Pointe Golf Club**; 8919 Cahill Avenue

3.2 OFF-SALE:

Northern Tier Retail, LLC; **SuperAmerica #4411**; 7501 Concord Boulevard
Northern Tier Retail, LLC; **SuperAmerica #4548**; 5728 Bishop Avenue
RBF LLC of Wisconsin; **Rainbow Foods Store #8876**; 9015 Broderick Boulevard
Inver Grove Hts 2001 LLC; **Cub Foods**; 7850 Cahill Avenue
Aldi Inc.; **Aldi Foods #58**, 6520 Cahill Avenue
Aldi Inc.; **Aldi Foods #78**, 1414 Mendota Road East

All written and oral statements will be considered at the public hearing and all those desiring to be heard will be heard at the public hearing.

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WILLIAM KRECH

Meeting Date: December 12, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow an existing structure to be located approximately 20 feet from the newly created lot boundary for property located at 10195 Inver Grove Trail.

- Requires 3/5th's vote.
- 60-day deadline: January 2, 2012 (first 60-days)

SUMMARY

Mr. Krech is conveying a portion of his land to the County to be used for the Mississippi River Regional Trail (MRRT). The northerly building on the property is currently setback 45 feet from the right-of-way of the railroad tracks on the north side of the property. After land conveyance, the building would be setback 20 feet from the property line whereas 40 feet is required. Rather than having the building become a non-conforming structure, Mr. Krech is requesting a building setback variance so the structure could be added onto in the future.

ANALYSIS

The action by the County to acquire land for the regional trail has resulted in reduced land between the building and property line. Allowing the setback variance puts the building in a conforming statutes, rather than non-conforming, which provides more opportunity for any future expansion of the building.

RECOMMENDATION

Planning Staff: Recommends approval of the request as presented based on the uniqueness and practical difficulty listed in the report

Planning Commission: Recommended approval of the variance as presented (8-0).

Attachments: Approval of Variance Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO ALLOW AN STRUCTURE
BUILDING TO BE LOCATED APPROXIMATLY 20 FEET FROM PROPERTY
BOUNDARY WHEREAS 40 FEET IS REQUIRED**

**CASE NO. 11-36V
(William Krech)**

Property located at 10195 Inver Grove Trail and legally described as follows:

Lot 1, Block 1, Total Construction Second Addition, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow an existing structure to be setback approximately 20 feet from the property boundary;

WHEREAS, the afore described property is zoned I-1, Limited Industry District;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on December 6, 2011 in accordance with City Code 10-3-3: C.;

WHEREAS, the practical difficulty and uniqueness of the requested variance is:

The use of the property would not change, only the location of one structure to boundaries of the property. Due to actions by other governmental agencies and not by the landowner, the structure would become non-conforming. Allowing the variance

puts the structure in a conforming status and future expansions would be allowed provided they meet the bulk standards of the current zoning of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an existing structure to be located approximately 20 feet from the property boundary is hereby approved.

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 12th day of December, 2011.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: December 6, 2011
SUBJECT: WILLIAM KRECH – CASE NO. 11-36V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow an existing structure to be located approximately 20 feet from the newly created lot boundary for the property located at 10195 Inver Grove Trail. 5 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is conveying a portion of his land to the County to be used for the Mississippi River Regional Trail. The northerly building on the property is currently setback 45 feet from the right-of-way of the railroad tracks on the north side of the property. Mr. Krech is conveying land along the railroad tracks which will change the property line in relation to the building. The required front yard setback in the I-1 district is 40 feet. After land conveyance, the building would be setback 20 feet from the property line. Rather than having the building become a nonconforming structure, Mr. Krech is requesting a building setback variance so the structure could be added onto in the future. Staff feels that the request meets the variance criteria and is therefore recommending approval.

Opening of Public Hearing

Vance Grannis Jr., Grannis & Hauge, stated he represented the applicant and was available to answer any questions.

Planning Commission Discussion

Chair Bartholomew stated he was in support of the request.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Schaeffer, to approve the request for a variance to allow an existing structure to be located approximately 20 feet from the newly created lot boundary due to the practical difficulty arising from land conveyance for the Mississippi River Regional Trail, for the property located at 10195 Inver Grove Trail.

Motion carried (8/0). This item goes to the City Council on December 12, 2011.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: November 30, 2011 **CASE NO.:** 11-36V
HEARING DATE: December 6, 2011
APPLICANT AND PROPERTY OWNER: William Krech
REQUEST: A variance from the front yard setback requirements
LOCATION: 10195 Inver Grove Trail
COMP PLAN: LI, Light Industrial
ZONING: I-1, Limited Industry
REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

Mr. Krech is conveying a portion of his land to the County to be used for the Mississippi River Regional Trail (MRRT). The northerly building on the property is currently setback 45 feet from the right-of-way of the railroad tracks on the north side of the property. Mr. Krech is conveying land along the railroad tracks and that will change the property line in relation to the building. The required front yard setback in the I-1 district is 40 feet. After land conveyance, the building would be setback 20 feet from the property line. Rather than having the building become a non-conforming structure, Mr. Krech is requesting a building setback variance so the structure could be added onto in the future.

The City and County have previously approved the alignment of the trail and the setback encroachment was known. Mr. Krech originally did not object to the setback non-conformity, but has now reconsidered and is requesting the variance. The County is in the process of constructing this particular portion of the MRRT Trail.

The City Council has just recently approved a code amendment to the Subdivision Code to allow the creation of the separate parcels so Mr. Krech can deed the property to the County.

SPECIFIC REQUEST

The following specific application is being requested:

- A.) A **Variance** to allow a building 20 feet from the front property line whereas 40 feet is required.

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

North - Railroad Tracks

East - Residential, zoned A; guided Rural Density Residential

West - Hwy 52/55

South - Industrial building, zoned I-1; guided LI

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variations**, states that the City Council may grant variations when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variations, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The requested variance does not affect the harmony of the neighborhood. The setback variance would be along railroad right-of-way and not adjacent to another developable property and would not create any separation conflicts.

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

The property owner wishes to utilize the property in the same fashion as it currently is used. The action by the County to acquire land for the regional trail has resulted in reduced land between the building and property line. Allowing the setback variance puts the building in a conforming statutes, rather than non-conforming, which provides more opportunity for any future expansion of the building.

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

The setback variance request is a result of the county needing to acquire additional property for the regional trail. The circumstances that have created the need for the variance request were not created by the applicant.

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

Allowing the variance would not alter the character of the locality. The existing building would be considered conforming; allowing it greater flexibility for future expansions, yet any future expansion would still be required to meet current

setbacks. The reduction in physical land area has created the setback issue, not a request to place a new building within setbacks. There would be no outward impact to the neighborhood or any surrounding properties.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

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

- A. Approval** If the Planning Commission finds the setback variance to be acceptable, the Commission should recommend approval of the request.
- B. Denial** If the Planning Commission does not favor the proposed request, it should be recommended for denial. A basis for the denial must be provided with a denial recommendation.

RECOMMENDATION

Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. In this instance, the use of the property would not change, only the location of one structure to boundaries of the property. Due to actions by other governmental agencies and not by the landowner, the building would become non-conforming. Allowing the variance puts the building in a conforming status and future expansions would be allowed provided they meet the bulk standards of the current zoning of the property.

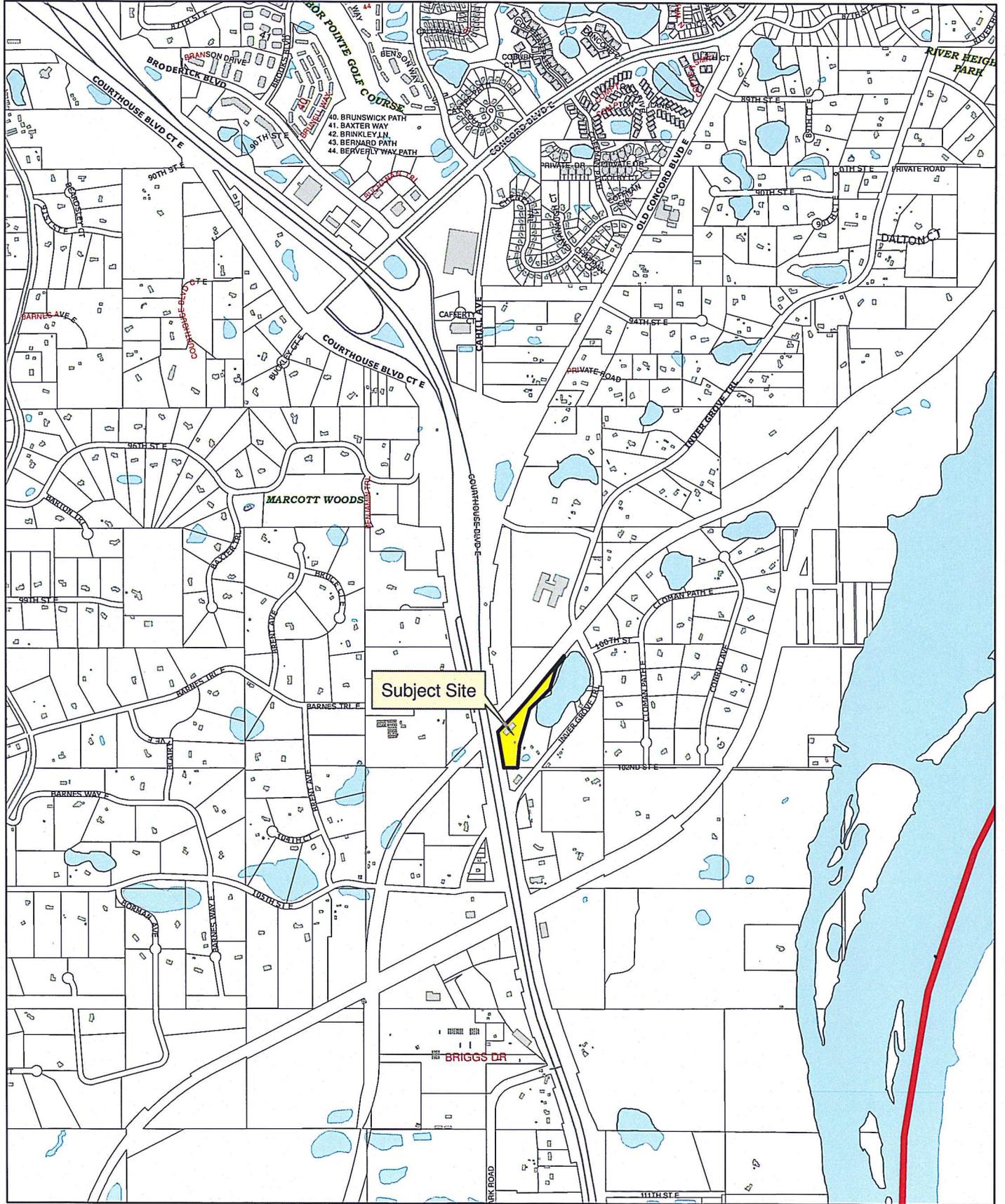
Staff recommends approval of the variance as presented.

Attachments: Exhibit A - Location Map
Exhibit B - Applicant Narrative
Exhibit C - Aerial Map
Exhibit D - Property Line Map



Location Map

Case No. 11-36V



Variance Request

Applicant is conveying to the County of Dakota property for the MRRT regional transportation trail.

The MRRT trail will eventually connect South St. Paul to Spring Lake Park Reserve and Hastings.

Currently the Northerly building on the property is set back 40 feet from the property line and meets the required set back.

Conveyance of the trail to the County will cause the Northerly building on the property to encroach into the setback area and become a non-conforming structure. No changes are being made to the building at this time. The encroachment occurs because the conveyance to the County moves the property line closer to the building. After the conveyance, the building will be 20 feet from the property.

Applicant is requesting a variance on the setback requirement to allow the 20 feet set back, so that the building will not be non-conforming.

Hardship

The hardship in connection with the request was created by government action of Dakota County in locating the regional trail within the building setback area on Lot 1, Block 1, Total Construction Second Addition. Although the property owners ended up giving the property to the County, the County could have condemned the property for the trail, just as it condemned the property to the North of Total Construction, Second Addition.

Thus, the hardship was created by government action not the property owners who did not determine the trail location.

Sometimes it is said "no good deed goes unpunished."

However, in this case the property owners should not be punished for their "good deed" conveying title to the County thereby making the Northerly building a non-conforming structure. The variance should be approved because the landowners did not create the hardship.

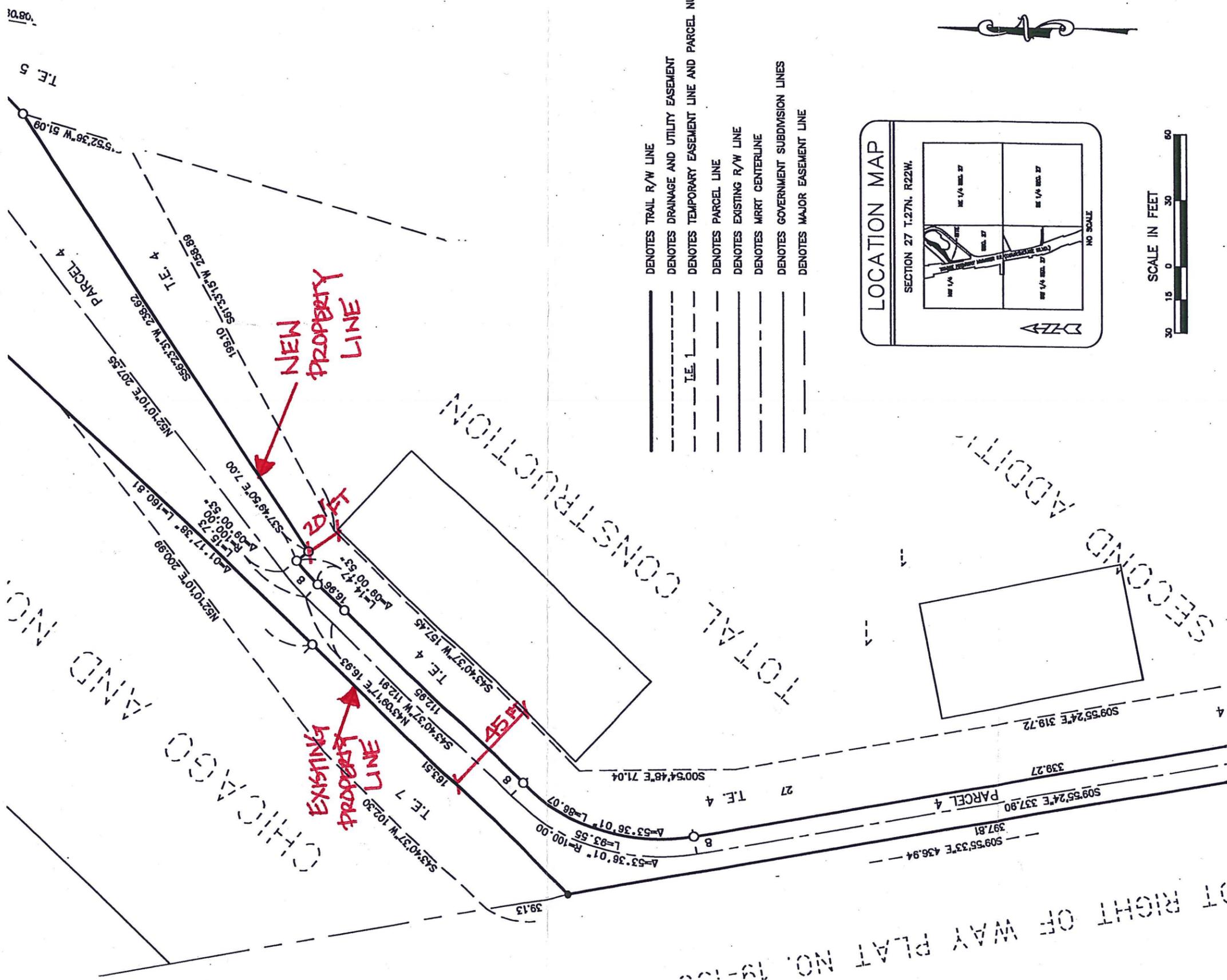


Aerial Map

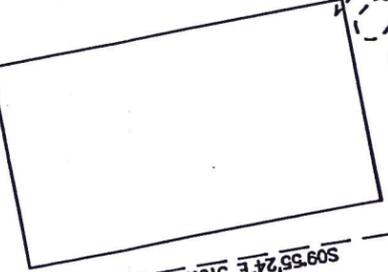
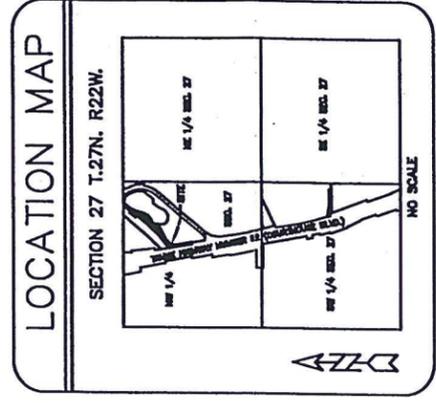
Case No. 11-36V



DAKOTA COUNTY RIGHT OF WAY MAP NO. 362
 MISSISSIPPI RIVER REGIONAL TRAIL - CENTRAL SEGMENT
 EXHIBIT FOR KRECH PROPERTY



- DENOTES TRAIL R/W LINE
- DENOTES DRAINAGE AND UTILITY EASEMENT
- - - - - DENOTES TEMPORARY EASEMENT LINE AND PARCEL NUMBER
- DENOTES PARCEL LINE
- DENOTES EXISTING R/W LINE
- - - - - DENOTES MRRT CENTERLINE
- DENOTES GOVERNMENT SUBDIVISION LINES
- DENOTES MAJOR EASEMENT LINE



IT RIGHT OF WAY PLAT NO. 19-100

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GERTENS GREENHOUSES

Meeting Date: December 12, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving the Improvement Agreement and related documents for the Gerten Greenhouse Expansion approved earlier this year.

- Requires 3/5th's vote.
- 60-day Deadline: N/A

The Council approved a PUD Amendment for a greenhouse expansion for the property in February, 2011. Condition #17 of the PUD Amendment requires an improvement agreement must be entered into between Gertens and the city prior to any work commencing on the site. The applicant expects to begin grading and construction of the storm water ponds in the spring.

Since the time line of construction was not known when the amendment was approved, The Improvement Agreement was not drafted at that time. Staff has had numerous meetings with the applicant and city attorney to draft the details of the agreements.

ANALYSIS

Along with the Improvement Agreement, Engineering has been working with Gertens on a number of storm water issues and drainage for the area. As a result, included in the packet are 6 easement documents and 4 storm water maintenance agreements. These cover three ponds on site and one off site.

RECOMMENDATION

Planning Division: Planning and Engineeringr recommend approval of the ordinance amendment and PUD Amendment Resolution subject to the conditions listed.

Attachment: Resolution approving the Improvement Agreement and related documents
Improvement Agreement and related documents (11 total)

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND RELATED
STORM WATER MAINTENACE AGREEMENTS FOR THE GERTEN GREENHOUSES,
INC. PROPERTY LOCATED EAST OF BLAINE AVENUE**

**CASE NO. 10-32PUD
Property located at 5500 Blaine Avenue**

WHEREAS, a Final PUD Development Plan Amendment was approved on February 28, 2011 for property known as Tract F, but also includes all property legally described in Inver Grove Heights Resolution No. 98-210 and Resolution No. 11-28;

WHEREAS, an improvement agreement was required per condition #17 of Resolution No. 11-28 to be approved by the City before any work commenced on the property;

WHEREAS, details of the project were not finalized at the time of approval and therefore an improvement agreement could not be drafted at that time;

WHEREAS, an improvement agreement has been negotiated with the city and Gertens Greenhouses for approval;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an Improvement Agreement and related Storm Water Maintenance Agreements for Gerten Greenhouses, Inc. property located east of Blaine Avenue are hereby approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the Mayor and Deputy Clerk are hereby authorized to execute the Improvement Agreement and related Storm Water Maintenance Agreements.

Resolution No. _____

Passed this ____ day of _____, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
5500 BLAINE AVENUE IN
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 5500 BLAINE AVENUE, INVER GROVE HEIGHTS, MN**

THIS AGREEMENT, made and entered into on the 12th day of December, 2011, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation and maintenance of storm water facilities, the installation of sanitary sewer, storm sewer and watermain utilities and compliance with the wetland replacement plan associated with the filling of the wetland on site.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enters into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

WHEREAS, the Developer has filed four (4) complete sets of the Development Plans with the City.

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **Developer.** "Developer" means GLG Properties, a Minnesota partnership, and its successors and assigns.

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

1.5 **Development Plans.** "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B,** and hereby incorporated by reference and made a part of this Improvement Agreement.

1.6 **Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and Developer.

1.7 **Council.** "Council" means the Council of the City of Inver Grove Heights.

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

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

1.10 **County.** "County" means Dakota County, Minnesota.

1.11 **Other Regulatory Agencies.** "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.12 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.13 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.14 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C.**

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.16 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement and such failure continues for 30 days after written notice from the City;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications and such failure continues for 30 days after written notice from the City;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement and such failure continues for 30 days after written notice from the City;
- d.) breach of the Developer Warranties.

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

1.18 **Developer Warranties.** "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. To the best of Developer's knowledge, Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

- I. **Fee Title.** GLG Properties, a Minnesota partnership, owns fee title to Parcel 2 and Parcel 3 of the Subject Property, as legally described on Exhibit A of this Improvement Agreement. Robert L. Gerten and Virginia B. Gerten own fee title to Parcel 1 of the Subject Property, as legally described on Exhibit A of this Improvement Agreement.

1.19 **City Warranties.** "City Warranties" means that the City hereby warrants and represents as follows:

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

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

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

If to Developer: GLG Properties
5500 Blaine Avenue
Inver Grove Heights, MN 55076

With a Copy to: Larkin Hoffman Daly & Lindgren Ltd.
Attention: Peter Coyle
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, MN 55431

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 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.

ARTICLE 2 APPROVAL OF DEVELOPMENT PLANS

2.1. **Approval of Development Plans.** The Development Plans are hereby approved by the City.

ARTICLE 3 DEVELOPER IMPROVEMENTS

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

3.2 **Ground Material.** The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall

guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD, which such approval shall not be unreasonably withheld conditioned or delayed.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days nor more than five (5) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the reasonable opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development

Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform within 45 days after receipt of such notice. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreements referenced in Paragraph 1 of Exhibit E of this Improvement Agreement. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement within 45 days after receipt of such notice. If the City fails to respond within such 45 day period, the applicable Developer Public Improvements shall be deemed accepted.

6.6 Engineering Submittals Required. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. As built storm water facilities, including any underground facilities.
3. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

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

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and

acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 **Enforcement Costs.** The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including reasonable engineering and reasonable attorneys' fees.

7.4 **Time of Payment.** The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 **Statement of Developer Warranties.** The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 **Statement of City Warranties.** The City hereby makes and states the City Warranties.

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives (collectively, the "City Parties") harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because construction began or Certificates of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.
- j.) all costs and liabilities arising because construction began prior to the Developer obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

Notwithstanding anything to the contrary in this Improvement Agreement, the Developer's indemnification obligations noted above shall not extend to claims, losses or damages arising from the negligence or misconduct of the City Parties.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny construction of buildings within the Subject Property;

- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any reasonable costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject

Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements and prior to obtaining any building permits, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security reasonably acceptable to the City for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2015. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2015, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2015.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that

portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%). The City shall either approve such written request for release or provide written objections to the same within 45 days after receipt of such request.

ARTICLE 13
MISCELLANEOUS

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The City may record this Improvement Agreement with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer in the Subject Property.

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement 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 Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement 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 Improvement 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 Improvement 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.

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

13.8 Counterparts. This Improvement 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.

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Developer hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed reasonably appropriate by the City during the installation of Developer Improvements.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of December, 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

**DEVELOPER
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

**AFTER RECORDING PLEASE
RETURN TO:**

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

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

CONSENT

The undersigned, Robert L. Gerten and Virginia B. Gerten, husband and wife, are the owners of real property located in City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

The North 270 feet of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), Section Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22), according to the Government Survey thereof, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-03310-79-022

The real property owned by the undersigned is Parcel 1 of the Subject Property as described on Exhibit A of this Improvement Agreement.

The undersigned consent to the terms of the Improvement Agreement, provided that in no event shall the undersigned be considered a Developer under the Improvement Agreement.

The undersigned consent to the recording of the Improvement Agreement against the property owned by the undersigned.

By: _____
Robert L. Gerten

By: _____
Virginia B. Gerten

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of December, 2011, before me a Notary Public within and for said County, personally appeared Robert L. Gerten and Virginia B. Gerten, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Parcel 1:

The North 270 feet of the East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22), according to the Government Survey thereof, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-03310-79-022

Parcel 2:

That part of the West ½ of the Northwest Quarter of the Southeast Quarter lying Easterly and Southerly of the centerline of Blaine Avenue in Section 33, Township 28, Range 22, Dakota County, Minnesota, subject to any easements and encumbrances of record.

(Abstract Property)

Tax Identification Number: 20-03310-80-020

Parcel 3:

The East ½ of the Northwest ¼ of the Southeast ¼ of Section 33, Township 28, Range 22, except the North 270 feet thereof lying northerly of the southerly right-of-way of Dakota County Road No. 18.

Except that part described as follows:

Commencing at the Southwest corner of the Northwest ¼ of the Southeast ¼ of Section 33, Township 28 North, Range 22 West; thence on an assumed bearing of North 89 degrees, 50 minutes, 28 seconds east along the south line of said Northwest ¼ of the Southeast ¼ a distance of 657.07 feet to the Southwest corner of the East ½ of the Northwest ¼ of the Southeast ¼ and said point being the point of beginning; thence North 0 degrees 07 minutes 49 seconds west along the West line of said East ½ of the Northwest ¼ of the Southeast ¼ a distance of 58.51 feet; thence North 83 degrees 29 minutes 34 seconds east, 197.77 feet; thence South 6 degrees 30 minutes 26 seconds east a distance of 80.88 feet to the south line of said East ½ of the Northwest ¼ of the Southeast ¼; thence south 89 degrees 50 minutes 28 seconds west along said south line a distance of 205.52 feet to the point of beginning, except that part previously acquired for County Road No. 18 (a/k/a Upper 55th Street).

(Abstract Property)

Tax Identification Number: 20-03310-79-023

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1. Cover Sheet	9-1-11	Loucks Associates
2. Partial Boundary & Topographical Survey	9-1-11	Loucks Associates
3. Site Demolition Plan (C1-2)	9-1-11	Loucks Associates
4. Site Plan (C2-1)	9-1-11	Loucks Associates
5. Site Plan (C2-2)	9-1-11	Loucks Associates
6. Grading & Drainage Plan (C3-1)	9-1-11	Loucks Associates
7. Storm Water Pollution Prevention Plan (C3-2)	9-1-11	Loucks Associates
8. Storm Water Pollution Prevention Plan (C3-3)	9-1-11	Loucks Associates
9. Utility Plan (C4-1)	9-1-11	Loucks Associates
10. Utility Plan (C4-2)	9-1-11	Loucks Associates
11. Civil Details (C8-1)	9-1-11	Loucks Associates
12. Civil Details (C8-2)	9-1-11	Loucks Associates

The above-listed Development Plans were approved by the City Engineer on September 20, 2011.

The Development Plans also include compliance by the Developer with the conditions set forth in the following documents:

- a. Memo and Supplemental to the City Planner from the City Engineer dated October 7, 2010. The memo is on file with the City.
- b. Letter from Barr Engineering to the City Engineer dated October 26, 2010, and revised on October 28, 2010. The letter is on file with the City.

- c. Memo to the City Planner from the City Engineer dated October 29, 2010. The memo is on file with the City.
- d. Engineering Memo dated January 20, 2011. The memo is on file with the City.
- e. Engineering Memo dated January 24, 2011. The memo is on file with the City.
- f. Memo to the City Planner from the City Engineer dated February 25, 2011. The memo is on file with the City.
- g. Mn/DOT Drainage Permit No. D-11-44124 dated March 23, 2011, issued to the Developer. The Mn/DOT Drainage Permit is on file with the City.
- h. Barr Engineering comments dated July 20, 2011 pertaining to the following:
 - Outlet structure to South Pond must be constructed at this time as part of Phase I.
 - A 4" forcemain was agreed upon for storm pumping station. It must be built below grade with valves to allow for drainage.

The memo is on file with the City.

- i. Engineering Memo dated July 22, 2011. The memo is on file with the City.
- j. Prior to beginning any work in any pipeline easement, Developer must evidence to the City written consent or concurrence by the pipeline company to allow such work within the pipeline easement.
- k. Prior to beginning construction of any Developer Improvements, Developer shall file with the City a written statement that to Developer's best knowledge, there are no hazardous materials, pollutants or contaminants, construction debris or demolition debris in the areas where the Developer Improvements are to be constructed. Developer shall use only clean fill in filling or grading any of the areas where the Developer Improvements are to be made. If soils are being imported from off site, the Developer shall file with the City a written statement identifying the location from which the soils were taken and certifying that to the best knowledge of the Developer such soils do not contain any hazardous materials, pollutants or contaminants, construction debris or demolition debris.
- l. Prior to beginning construction of any Developer Improvements, the Developer must first obtain approval from the City Engineer for an access plan to the lift station on Pond T-22. At a minimum, the access plan must show the grades, location and width of the access route so that Developer and the City have an accessible route to Pond T-22 to conduct maintenance on Pond T-22. As part of Phase I Improvements, the Developer shall construct the access route as approved by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The Development Plans listed in Exhibit B of this Improvement Agreement identify the various public and private Developer Improvements to be constructed by the Developer as part of the Phase I construction and the Phase II construction. All of the public improvements shown on the Development Plans are being constructed as part of the Phase I construction. A portion of the greenhouse expansion is the private improvement being constructed as part of Phase I construction. Phase II construction is the further expansion of the greenhouse up to the 250,000 square foot construction limit.

The Developer Improvements listed below are being constructed during Phase I. The Developer Improvements for Phase I must be constructed per the approved Development Plans listed on Exhibit B. All of the public and private Developer Improvements for Phase I must be completed on or before November 15, 2013.

The Developer Improvements to be constructed by the Developer as part of Phase II construction only involve the further construction of the 250,000 square foot greenhouse. There are no other public or private improvements associated with Phase II construction. The construction of the improvements for Phase II may be completed by the Developer in sub-stages at any time after the completion of all of the Phase I Developer Improvements listed on this Exhibit C and/or identified in the Development Plans listed on Exhibit B. The improvements associated with Phase II must comply with the Development Plans for Phase I identified on Exhibit B of this Improvement Agreement. The improvements associated with Phase II construction will not require further escrow by the Developer.

COMPLETION DATE

IMPROVEMENT

11-15-13	general site grading, drainage and erosion control
11-15-13	filling of wetland
11-15-13	stormwater facilities (including construction of new storm water pond)
11-15-13	service line installation/extension for utilities (water main, sanitary sewer and storm sewer)
11-15-13	installation of access road

- 11-15-13 removal of sediment from existing storm water basins
- 11-15-13 construction of pumping station at T-22 pond
- 11-15-13 construction of a portion of the 250,000 square foot greenhouse as part of Phase I
- 11-15-13 any other public improvements shown on the Development Plans shall be constructed as part of Phase I and shall be completed by 11-15-13

Within one (1)
year after beginning

Phase II improvements, which is the completion of the greenhouse expansion, may be constructed in sub-stages, but construction of any sub-stage must be completed within one (1) year after beginning of that sub-stage

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION OF DEVELOPER IMPROVEMENTS FOR PHASE I.** Before the Developer begins construction of the Developer Improvements for Phase I, all of the following conditions must be satisfied:
- a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Execution of a Stormwater Facilities Maintenance Agreement for the “Southeast Pond”. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Execution of a Stormwater Facilities Maintenance Agreement for the “T-22 Pond”. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) Execution of a Stormwater Facilities Maintenance Agreement for the “South Pond”. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - h.) Execution of a Stormwater Facilities Maintenance Agreement for the “North Pond”. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - i.) Execution of a Permanent Public Street, Storm Water Ponding, Utility and Drainage Easement Agreement relating to the Southeast Pond (Parcel 20-03310-79-023). The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - j.) Execution of a Permanent Storm Sewer and Storm Water Ponding Easement relating to the North Pond (Parcel 20-22750-04-300 and Parcel 20-03310-03-021).

The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

- k.) Execution of a Permanent Storm Water Ponding Easement relating to the Pond T-22 (Parcel 20-22750-05-300 and Parcel 20-22750-06-300). The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- l.) Execution of a Permanent Storm Water Ponding Easement relating to the South Pond (Parcel 20-22750-04-300 and Parcel 20-22750-05-300). The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- m.) Execution of a Permanent Water Main Easement relating to Parcel 20-03310-80-020 and Parcel 20-03310-79-023. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- n.) Execution of a Permanent Water Main Easement relating to Parcel 20-03310-79-022. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- o.) Developer must comply with paragraphs 7, 8, 9, 10 and 11 of this Exhibit E.

2.) **CONDITIONS TO BE SATISFIED NO LATER THAN NOVEMBER 15, 2013, OR BEFORE USE OR OCCUPANCY OF DEVELOPER IMPROVEMENTS FOR PHASE I OR BEFORE CONSTRUCTION OF DEVELOPER IMPROVEMENTS FOR PHASE II.** No later than November 15, 2013, or before use or occupancy of the Developer Improvements for Phase I or before the Developer begins construction of the Developer Improvements for Phase II, whichever occurs first, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
- b.) All of the Developer Improvements for Phase I have been completed per the approved Development Plans.
- c.) Developer must have completed all of the improvements required by the Mn/DOT drainage permit and must have fulfilled all of the conditions imposed by the permit.

4.) **COMPLIANCE WITH MN/DOT PERMIT.** Developer agrees that it will comply with all requirements imposed by Mn/DOT in connection with issuance of the drainage permit issued by Mn/DOT identified by Mn/DOT as permit number D-11-44124 dated March 23, 2011. No use or occupancy of the Phase I Improvements may occur until Developer has fully constructed all of the improvements required by the Mn/DOT drainage permit and has fully complied with the conditions of the Mn/DOT drainage permit.

5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as reasonably determined by the Director of Public Works to assure that the Developer

removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

- 6.) **HAUL ROUTES FOR CONSTRUCTION.** Developer must use the designated haul routes for the vehicles involved with the construction of the Developer Improvements for Phase I and Phase II. Developer shall not use Blackberry Trail as a haul route for the vehicles involved with the construction of the Developer Improvements for Phase I and Phase II. All construction-related vehicular traffic must use the private driveway being constructed by the Developer to access Blaine Avenue. The designated haul route for construction-related vehicular traffic shall be as follows:
- Private driveway on Subject Property to Blaine Avenue
 - Blaine Avenue to Upper 55th Street
 - Upper 55th Street to Highway 52
- 7.) **STRUCTURALLY PLACED FILL.** Before Developer begins construction of the 250,000 square foot greenhouse, Developer must show evidence to the City Engineer that the soils which were used to fill the wetland on the Subject Property have been tested and are in compliance to support the building loads of the 250,000 square foot greenhouse and that the fill is structurally engineered to carry the 250,000 square foot building.
- 8.) **WETLAND REPLACEMENT.** Before beginning construction of the Developer Improvements, Developer must comply with the Wetland Replacement requirements of the State of Minnesota and of the City of Inver Grove Heights.
- 9.) **CONSTRUCTION WITHIN PIPELINE EASEMENT.** Prior to beginning any work in any pipeline easement, Developer must show evidence to the City of written consent or concurrence by the pipeline company to allow such work within the pipeline easement.
- 10.) **USE OF CLEAN FILL.** Prior to beginning construction of any Developer Improvements, Developer shall file with the City a written statement that to Developer's best knowledge, there are no hazardous materials, pollutants or contaminants, construction debris or demolition debris in the areas where the Developer Improvements are to be constructed. Developer shall use only clean fill in filling or grading any of the areas where the Developer Improvements are to be made. If soils are being imported from off site, the Developer shall file with the City a written statement identifying the location from which the soils were taken and certifying that to the best knowledge of the Developer such soils do not contain any hazardous materials, pollutants or contaminants, construction debris or demolition debris.

- 11.) **ACCESS ROUTE.** Prior to beginning construction of any Developer Improvements, the Developer must first obtain approval from the City Engineer for an access plan to the lift station on Pond T-22. At a minimum, the access plan must show the grades, location and width of the access route so that Developer and City have an accessible route to Pond T-22 to conduct maintenance on Pond T-22. As part of Phase I Improvements, the Developer shall construct the access route as approved by the City Engineer.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Site grading, drainage and erosion control	\$290,151
2.) Utilities (sewer and water)	\$14,760
3.) Storm Sewer Facilities	\$211,227
4.) Private Streets	\$26,075
5.) Restoration	\$6,000
6.) Construction Debris Clean-up (includes property repair)	\$5,000
7.) Certified As-built Record Plans	\$7,000
SUBTOTAL:	\$560,213
<u>MULTIPLIED BY:</u>	x 1.25
EQUALS	\$700,266.25
<u>ESCROW AMOUNT:</u>	\$700,266.25

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$56,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, reasonable attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

\$5,600 of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control on the Subject Property. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) all of the lawn or vegetative cover has been established, to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control exceed the initially deposited \$56,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM
WATER FACILITIES RELATING TO THE "SOUTH POND" LOCATED ON DAKOTA
COUNTY TAX PARCEL IDENTIFICATION NUMBERS
20-22750-05-300 AND 20-22750-04-300**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM WATER FACILITIES RELATING TO THE "SOUTH POND" LOCATED ON DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBERS 20-22750-05-300 AND 20-22750-04-300 (Agreement) is made, entered into and effective this 12th day of December, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and GLG Properties, a Minnesota partnership (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

1.3 **Landowner.** Landowner means GLG Properties, a Minnesota partnership, and its successors and assigns.

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

Any existing or future storm water ponds, storm water pipes, conduits, culverts, ditches, catch basins, storm water pumping stations, storm water lift stations, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property.

Without limiting the foregoing, Storm Water Facilities also includes the storm water pond described and depicted on Exhibit A-1.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the Storm Water Pollution Prevention Plan, the Grading and Drainage Plan and the Utility Plan prepared by Loucks Associates dated September 1, 2011, and approved by the City Engineer on September 20, 2011. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

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

1.8 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated December 12, 2011, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction Storm Water Improvements. Responsible Owner agrees that by November 15, 2013 or prior to the use and occupancy of the Phase I Developer Improvements (as identified in the Improvement Agreement) or prior to beginning construction of the Phase II Improvements (as identified in the Improvement Agreement), whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. (A) Subject to subparagraph (B) below, the Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City, which such consent shall not be unreasonably withheld, conditioned or delayed. The Responsible Owner shall also insure that the Storm Water Facilities remain in material compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner 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 Landowner Property.

(B) The Agreement herein, in addition to other Storm Water Facilities Maintenance Agreements, covers the so-called South Pond which is described and depicted on Exhibit A-1. Contemporaneously with this Agreement, Landowner and City have also entered into other Storm Water Facilities Maintenance Agreements which cover the North Pond and Pond T-22. In general, storm water flows from Pond T-22 to the South Pond and then to the North Pond and then to Pond T-23 and eventually to the Mississippi River. The Mn/DOT Permit No. D11-44124 dated March 23, 2011, limits storm water discharge from Pond T-22 to 0.4 cfs. The maximum discharge from Pond T-22 is 0.4 cfs, unless the Mn/DOT permit is modified or amended in the future. Landowner and the City agree that the lift station pump to be installed under the Storm Water Facility Plan for Pond T-22 will have a maximum discharge rate of 0.4 cfs. The pump size is commensurate with a discharge rate of 0.4 cfs.

Notwithstanding subparagraph (A) above, in the event the City in the future increases the allowable flow of public water discharged pursuant to the Storm Water Facility Plan beyond the maximum flow rate of 0.4cfs from Pond T-22 such that a lift station pump of greater capacity needs to be installed in Pond T-22 then the City will be responsible for maintaining, at its sole expense, the South Pond described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement; in such case, this Agreement shall terminate and Landowner and City shall execute a recordable instrument that terminates the Agreement and releases the Landowner Property from this Agreement. On the other hand, in the event the Landowner in the future due to increased development on Landowner Property or on property that as of the date hereof is under the control, possession or ownership of the Landowner increases the allowable flow of private water discharged pursuant to the Storm Water

Facility Plan beyond the maximum flow rate of 0.4 cfs from Pond T-22 such that a lift station pump of greater capacity needs to be installed in Pond T-22, then this Agreement shall continue in full force and effect and the Landowner will continue to be the Responsible Owner for maintaining at its sole expense, the South Pond described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement. In the instance where the City, by its increased discharge of public water, and the Landowner, by its increased discharge of private water, have both caused the need for a lift station pump of greater capacity to be located in Pond T-22, then then the City will be responsible for maintaining, at its sole expense, the South Pond described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement; in such case, this Agreement shall terminate and Landowner and City shall execute a recordable instrument that terminates the Agreement and releases the Landowner Property from this Agreement.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **Second Generation Water Resources Management Plan dated December 2008**, (as amended from time to time, by amendment of general applicability). The **Second Generation Water Resources Management Plan dated December 2008**, is on file with the City's Director of Public Works; and
- c. The Standard of Maintenance shall meet the Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River (as amended from time to time, by amendment of general applicability). The Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River are on file with the City's Director of Public Works; and
- d. 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; and
- e. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner must monitor the Storm Water Facilities and shall as soon as possible correct any material malfunction or deficiency so as to ensure

that the Storm Water Facilities operate in conformance with their design parameters.

- ii.) The Responsible Owner must maintain and repair the Storm Water Facilities and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of unusual amounts of silt and soil build-up; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

At a minimum, the Landowner must test for total phosphorus and total suspended solids a minimum of three times per year with written reports submitted to the City Engineer annually. The testing regimen shall be one test for the first storm in March (or April if no storm occurs in March), June and September. The samples should be taken from the pipes before runoff enters the pond. The Landowner is required to do the testing in a manner following the requirements of the MPCA general permit for industrial storm water discharges. The City requires the submittal of a Storm Water Pollution Prevention Plan (SWPPP). The test results shall be reported on an annual basis.

The following discharge concentration limits apply with respect to discharge from the South Pond:

Total Phosphorus: Discharge Concentration below 1 mg/L

Total Suspended Solids: Discharge Concentration below 100 mg/L

If for three (3) consecutive years the annual test results provided by the Landowner conform to the required standards, then the requirement for mandatory testing three times per year shall cease and the only testing requirement thereafter shall be testing at the request of the City.

- iv.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a preliminary Operations & Maintenance Plan to the City for review and comment before construction and the preliminary Operations & Maintenance Plan, attached hereto as **Exhibit B**, has been approved by the City as the preliminary Operations & Maintenance Plan. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in number 3 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- v.) The final Operations & Maintenance Plan shall contain the following information:
- a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
 - h. The South Pond (described and depicted on the attached Exhibit A-1) shall be maintained to provide 3.4 acre-feet of live storage between elevation 855.04 and 859.4. This is the available live storage shown by the Dakota County topographic data and as shown on the plans submitted by the Landowner as part of its development proposal. The South Pond outlet must be constructed as originally proposed, with an eight inch orifice at

elevation 855.04 and an overflow weir at elevation 856.64;

- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
- j. A program for monitoring and testing water quality.

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

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

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the

City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) 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 3.6 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements and notwithstanding that the easement in favor of the City may state that the City has the sole obligation for maintenance of the easement under certain conditions.

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner 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 the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: GLG Properties
5500 Blaine Avenue
Inver Grove Heights, MN 55076

With a Copy to: Larkin Hoffman Daly & Lindgren Ltd.
Attention: Peter Coyle
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, MN 55431

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 first day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lots 1 through 30, both inclusive, Block 5, EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, according to the plat thereof on file or of recording in the office of the County Recorder, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-22750-05-300

Block 4, EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, including the alley in said block 4 and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof,

Except that part of Lots 1 through 8 inclusive and Lots 23 through 30 inclusive, in said Block 4, and that part of the alley in said Block 4 and that part of vacated Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, shown as parcel 240A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November, 1982, at 9:00 a.m., as Document No. 610751.

(Abstract Property)

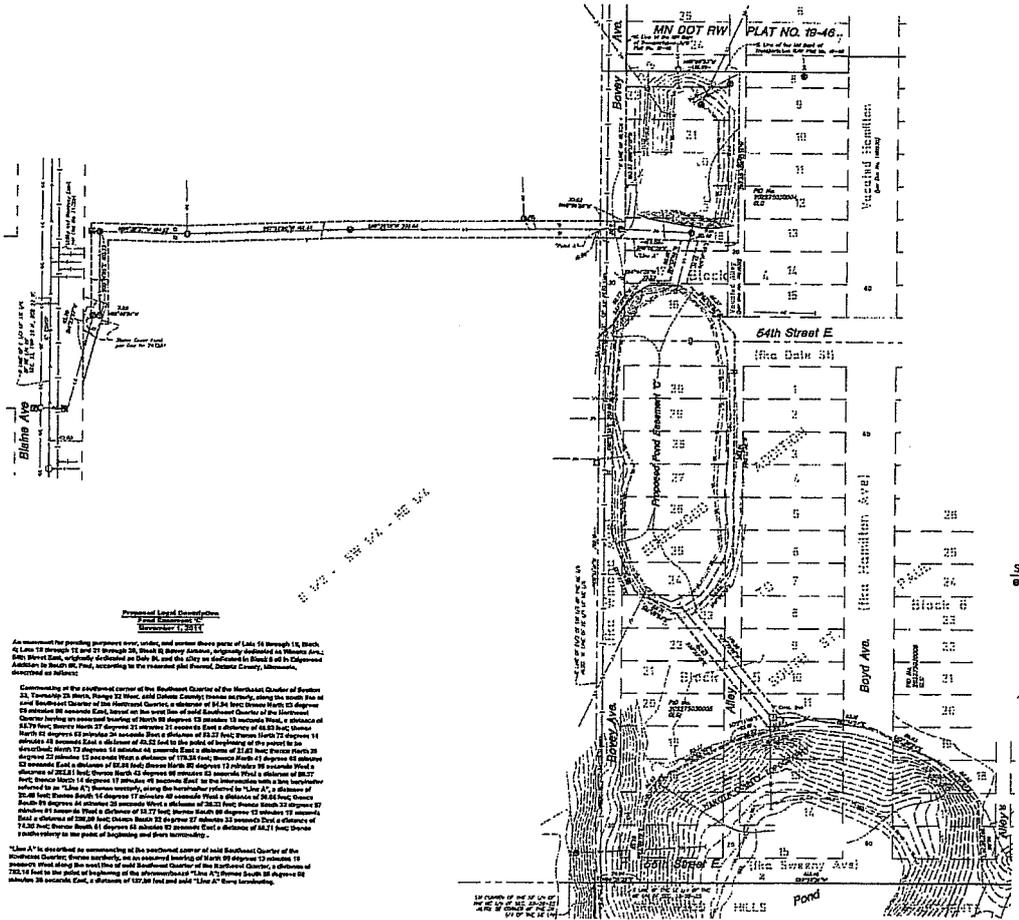
Tax Identification Number: 20-22750-04-300

EXHIBIT A-1
DESCRIPTION AND DEPICTION OF SOUTH POND

An easement for ponding purposes over, under, and across those parts of Lots 16 through 18, Block 4; Lots 10 through 12 and 21 through 30, Block 5; Bovey Avenue, originally dedicated as Winona Ave.; 54th Street East, originally dedicated as Dale St. and the alley as dedicated in Block 5 all in Edgewood Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

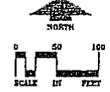
Commencing at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 28 North, Range 22 West, said Dakota County; thence easterly, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 54.94 feet; thence North 03 degrees 05 minutes 06 seconds East, based on the west line of said Southeast Quarter of the Northeast Quarter having an assumed bearing of North 00 degrees 13 minutes 19 seconds West, a distance of 95.79 feet; thence North 37 degrees 31 minutes 31 seconds East a distance of 46.93 feet; thence North 62 degrees 55 minutes 24 seconds East a distance of 83.37 feet; thence North 73 degrees 14 minutes 48 seconds East a distance of 49.52 feet to the point of beginning of the parcel to be described; North 73 degrees 14 minutes 48 seconds East a distance of 21.67 feet; thence North 39 degrees 22 minutes 15 seconds West a distance of 179.28 feet; thence North 41 degrees 08 minutes 52 seconds East a distance of 68.68 feet; thence North 00 degrees 13 minutes 08 seconds West a distance of 283.61 feet; thence North 43 degrees 00 minutes 53 seconds West a distance of 86.37 feet; thence North 14 degrees 17 minutes 49 seconds East to the intersection with a line hereinafter referred to as "Line A"; thence westerly, along the hereinafter referred to "Line A", a distance of 20.48 feet; thence South 14 degrees 17 minutes 49 seconds West a distance of 50.06 feet; thence South 89 degrees 44 minutes 25 seconds West a distance of 35.23 feet; thence South 33 degrees 57 minutes 01 seconds West a distance of 58.77 feet; thence South 00 degrees 13 minutes 19 seconds East a distance of 259.09 feet; thence South 22 degrees 27 minutes 33 seconds East a distance of 74.20 feet; thence South 61 degrees 08 minutes 03 seconds East a distance of 58.71 feet; thence southeasterly to the point of beginning and there terminating .

"Line A" is described as commencing at the southwest corner of said Southeast Quarter of the Northeast Quarter; thence northerly, on an assumed bearing of North 00 degrees 13 minutes 19 seconds West along the west line of said Southeast Quarter of the Northeast Quarter, a distance of 782.16 feet to the point of beginning of the aforementioned "Line A"; thence South 88 degrees 06 minutes 28 seconds East, a distance of 167.00 feet and said "Line A" there terminating.



SURVEY LEGEND - EXISTING CONDITIONS

○	DATE SIGN	—	STORM SEWER
○	STONE MARKER	—	SEWER
○	SAFETY MARKER	—	WATER MAIN
○	WATER MARKER	—	UNDERGROUND ELECTRIC
○	HYDRANT	—	UNDERGROUND GAS
○	PIPE MARK	—	UNDERGROUND TELEPHONE
○	TELEPHONE FRENCH	—	UNDERGROUND CABLE
○	POWER POLE	—	CHAIN LINK FENCE
○	LIGHT POLE	—	CONCRETE CURB
○	SIGN	—	CONCRETE
○	SPOT ELEVATION	—	CONCRETE
○	SPYGLASS	—	GLASS POST



Approved Legal Description
Subdivision Plat No. 19-46

An agreement for providing easement over, under, and across those parts of Lots 18 through 19, Block 4, Lots 19 through 21 and 22 through 26, Block 50, Boyer Addition, originally described as Village Park, 64th Street East, originally described as Doh #4, and 6th City as indicated in Block 8 and in Subsequent Addition to Block 8, First, according to the plat shown after January, 1904, County, Minnesota, described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 21, Township 28 North, Range 22 West, said County; thence easterly, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 84.24 feet; thence North 22 degrees 55 minutes 00 seconds East, across the west line of said Southeast Quarter of the Northeast Quarter, being an unrecorded bearing of North 28 degrees 52 minutes 18 seconds West, a distance of 68.79 feet; thence North 27 degrees 21 minutes 21 seconds East, a distance of 66.25 feet; thence North 48 degrees 44 minutes 00 seconds East, a distance of 62.27 feet; thence North 72 degrees 14 minutes 41 seconds East, a distance of 63.82 feet to the point of beginning of the record in the Southeast Quarter of Section 21, Township 28 North, Range 22 West, said County; thence North 22 degrees 55 minutes 00 seconds East, a distance of 178.28 feet; thence North 41 degrees 42 minutes 00 seconds East, a distance of 82.40 feet; thence North 68 degrees 12 minutes 12 seconds East, a distance of 212.81 feet; thence North 42 degrees 48 minutes 22 seconds West, a distance of 261.27 feet; thence North 14 degrees 11 minutes 46 seconds East, to the intersection of said boundary referred to as "Line A"; thence westerly, along the horizontal referred to as "Line A", a distance of 30.48 feet; thence South 14 degrees 17 minutes 48 seconds West, a distance of 26.83 feet; thence South 79 degrees 44 minutes 00 seconds West, a distance of 28.23 feet; thence South 22 degrees 57 minutes 00 seconds West, a distance of 18.77 feet; thence South 68 degrees 12 minutes 12 seconds East, a distance of 206.28 feet; thence South 22 degrees 57 minutes 00 seconds East, a distance of 74.82 feet; thence South 41 degrees 42 minutes 00 seconds East, a distance of 84.21 feet; thence southerly to the point of beginning and area hereunto.

"Line A" is described as commencing at the southeast corner of said Southeast Quarter of the Northeast Quarter, thence southerly, on an unrecorded bearing of North 28 degrees 52 minutes 18 seconds West along the west line of said Southeast Quarter of the Northeast Quarter, a distance of 725.16 feet to the point of beginning of the aforementioned "Line A"; thence South 88 degrees 00 minutes 28 seconds East, a distance of 137.89 feet; and said "Line A" thence southerly.

EXHIBIT B
PRELIMINARY OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLICIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

- * Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
- ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
- *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM
WATER FACILITIES RELATING TO THE "SOUTHEAST POND" LOCATED ON
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-03310-79-023**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM WATER FACILITIES RELATING TO THE "SOUTHEAST POND" LOCATED ON DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-03310-79-023 (Agreement) is made, entered into and effective this 12th day of December, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and GLG Properties, a Minnesota partnership (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** Landowner means GLG Properties, a Minnesota partnership, and its successors and assigns.

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

Any existing or future storm water ponds, storm water pipes, conduits, culverts, ditches, catch basins, storm water pumping stations, storm water lift stations, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property.

Without limiting the foregoing, Storm Water Facilities also includes the storm water pond described and depicted on Exhibit A-1.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the Storm Water Pollution Prevention Plan, the Grading and Drainage Plan and the Utility Plan prepared by Loucks Associates dated September 1, 2011, and approved by the City Engineer on September 20, 2011. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

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

1.8 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated December 12, 2011, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction Storm Water Improvements. Responsible Owner agrees that by November 15, 2013 or prior to the use and occupancy of the Phase I Developer Improvements (as identified in the Improvement Agreement) or prior to beginning construction of the Phase II Improvements (as identified in the Improvement Agreement), whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City, which such consent shall not be unreasonably withheld, conditioned or delayed. The Responsible Owner shall also insure that the Storm Water Facilities remain in material compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner 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 Landowner Property.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **Second Generation Water Resources Management Plan dated December 2008**, (as amended from time to time, by amendment of general applicability). The **Second Generation Water Resources Management Plan dated December 2008**, is on file with the City's Director of Public Works.
- c. The Standard of Maintenance shall meet the Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River (as amended from time to time, by amendment of general applicability). The Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River are on file with the City's Director of Public Works; and

- d. 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; and
- e. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner must monitor the Storm Water Facilities and shall as soon as possible correct any material malfunction or deficiency so as to ensure that the Storm Water Facilities operate in conformance with their design parameters.
- ii.) The Responsible Owner must maintain and repair the Storm Water Facilities and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of unusual amounts of silt and soil build-up; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

At a minimum, the Landowner must test for total phosphorus and total suspended solids a minimum of three times per year with written reports submitted to the City Engineer annually. The testing regimen shall be one test for the first storm in March (or April if no storm occurs in March), June and September. The test in March (or April) may follow a storm or a significant snow melt. The samples should be taken from the pipe at the effluent point at the pond outlet structure before the storm water enters the City storm water system. The Landowner is required to do the testing in a manner following the requirements of the MPCA general permit for industrial storm water discharges. The City requires the submittal of a Storm Water Pollution Prevention Plan (SWPPP). The test results shall be reported on an annual basis.

The following discharge concentration limits apply with respect to discharge from the Southeast Pond:

Total Phosphorus: Discharge Concentration below 1 mg/L

Total Suspended Solids: Discharge Concentration below 100 mg/L

If for three (3) consecutive years the annual test results provided by the Landowner conform to the required standards, then the requirement for mandatory testing three times per year shall cease and the only testing requirement thereafter shall be testing at the request of the City.

- iv.) The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a preliminary Operations & Maintenance Plan to the City for review and comment before construction and the preliminary Operations & Maintenance Plan, attached hereto as **Exhibit B**, has been approved by the City as the preliminary Operations & Maintenance Plan. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in number 3 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- v.) The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS

readings shall be provided to the City before the Storm Water Facilities are covered;

- h. The Southeast Pond (described and depicted on the attached Exhibit A-1) shall be designed to provide 5.4 acre-feet of storage volume above the normal water level. In addition, there shall be 2.9 acre-feet of volume between elevations 874.0 and 884.4. Discharge from the pond must be restricted to 3.0 cfs, with a total volume of discharge restricted to 8.3 acre-feet for the 100-year, SCS Type II Storm Event;
- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
- j. A program for monitoring and testing water quality.

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

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

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) 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 3.6 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements and notwithstanding that the easement in favor of the City may state that the City has the sole obligation for maintenance of the easement under certain conditions.

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

the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner 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 the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: GLG Properties
5500 Blaine Avenue
Inver Grove Heights, MN 55076

With a Copy to: Larkin Hoffman Daly & Lindgren Ltd.
Attention: Peter Coyle
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, MN 55431

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 first 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, the parties hereto have executed 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 12th day of December, 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

**LANDOWNER:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 28, Range 22, except the North 270 feet thereof lying northerly of the southerly right-of-way of Dakota County Road No. 18.

Except that part described as follows:

Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 28 North, Range 22 West; thence on an assumed bearing of North 89 degrees, 50 minutes, 28 seconds east along the south line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 657.07 feet to the Southwest corner of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and said point being the point of beginning; thence North 0 degrees 07 minutes 49 seconds west along the West line of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 58.51 feet; thence North 83 degrees 29 minutes 34 seconds east, 197.77 feet; thence South 6 degrees 30 minutes 26 seconds east a distance of 80.88 feet to the south line of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence south 89 degrees 50 minutes 28 seconds west along said south line a distance of 205.52 feet to the point of beginning, except that part previously acquired for County Road No. 18 (a/k/a Upper 55th Street).

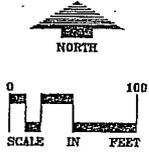
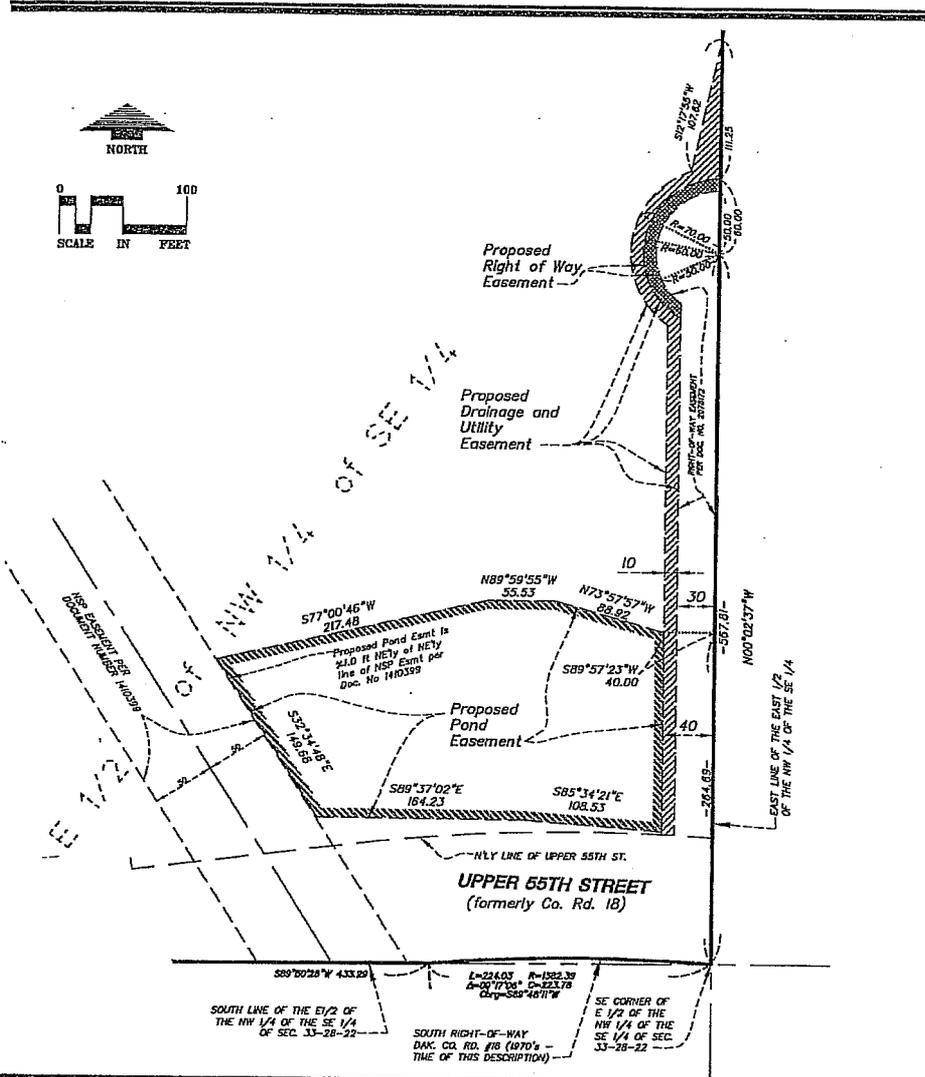
(Abstract Property)

Tax Identification Number: 20-03310-79-023

EXHIBIT A-1
DESCRIPTION OF SOUTHEAST POND

An easement for ponding purposes over, under, and across that part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said East Half; thence northerly on an assumed bearing of North 00 degrees 02 minutes 37 seconds West, along the east line of said East Half, a distance of 264.69 feet; thence South 89 degrees 57 minutes 23 seconds West, to the intersection with a line drawn 40.00 feet westerly of and parallel with the east line of said East Half and the point of beginning of the parcel to be described; thence North 73 degrees 57 minutes 57 seconds West a distance of 88.92 feet; thence North 89 degrees 59 minutes 55 seconds West a distance of 55.53 feet; thence South 77 degrees 00 minutes 46 seconds West a distance of 217.48 feet; thence South 32 degrees 34 minutes 48 seconds East a distance of 149.68 feet; thence South 89 degrees 37 minutes 02 seconds East a distance of 164.23 feet; thence South 85 degrees 34 minutes 21 seconds East to the intersection with a line drawn 40.00 feet westerly of and parallel with the east line of said East Half; thence northerly, along said parallel line, to the point of beginning and there terminating.



LOUCKS ASSOCIATES

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

S98864G R-W Pond Esmt.dwg
7200 Hemlock Lane, Suite 300
Minneapolis, Minnesota 55369-5592
Telephone: (763)424-5505 Fax: (763)424-5022
Web Page: www.LoucksAssociates.com

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

Richard L. Licht
Richard L. Licht - PLS

26724 License No. 09-01-11 Date

EXHIBIT B
PRELIMINARY OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVERGROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLICIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM
WATER FACILITIES RELATING TO THE "T-22 POND" LOCATED ON DAKOTA
COUNTY TAX PARCEL IDENTIFICATION NUMBERS
20-22750-05-300 AND 20-22750-06-300**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM WATER FACILITIES RELATING TO THE "T-22 POND" LOCATED ON DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBERS 20-22750-05-300 AND 20-22750-06-300 (Agreement) is made, entered into and effective this 12th day of December 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and GLG Properties, a Minnesota partnership (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** Landowner means GLG Properties, a Minnesota partnership, and its successors and assigns.

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

Any existing or future storm water ponds, storm water pipes, conduits, culverts, ditches, catch basins, storm water pumping stations, storm water lift stations, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property.

Storm Water Facilities also includes any storm water pond located on Lot 1, Block 1, Brentwood Hills Apartments, Dakota County, Minnesota, according to the recorded plat on file with the office of the Dakota County Recorder, to the extent such storm water pond on Lot 1, Block 1, Brentwood Hills Apartments is part of a storm water pond located on the Landowner Property.

Without limiting the foregoing, Storm Water Facilities also includes the storm water pond described and depicted on Exhibit A-1.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the Storm Water Pollution Prevention Plan, the Grading and Drainage Plan and the Utility Plan prepared by Loucks Associates dated September 1, 2011, and approved by the City Engineer on September 20, 2011. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

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

1.8 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated December 12, 2011, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction Storm Water Improvements. Responsible Owner agrees that by November 15, 2013 or prior to the use and occupancy of the Phase I Developer Improvements (as identified in the Improvement Agreement) or prior to beginning construction of the Phase II Improvements (as identified in the Improvement Agreement), whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. (A) Subject to subparagraph (B) below, the Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City, which such consent shall not be unreasonably withheld, conditioned or delayed. The Responsible Owner shall also insure that the Storm Water Facilities remain in material compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner 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 Landowner Property.

(B) The Agreement herein, in addition to other Storm Water Facilities Maintenance Agreements, covers the so-called Pond T-22 which is described and depicted on Exhibit A-1. Contemporaneously with this Agreement, Landowner and City have also entered into other Storm Water Facilities Maintenance Agreements which cover the South Pond and the North Pond. In general, storm water flows from Pond T-22 to the South Pond and then to the North Pond and then to Pond T-23 and eventually to the Mississippi River. The Mn/DOT Permit No. D11-44124 dated March 23, 2011, limits storm water discharge from Pond T-22 to 0.4 cfs. The maximum discharge from Pond T-22 is 0.4 cfs, unless the Mn/DOT permit is modified or amended in the future. Landowner and the City agree that the lift station pump to be installed under the Storm Water Facility Plan for Pond T-22 will have a maximum discharge rate of 0.4 cfs. The pump size is commensurate with a discharge rate of 0.4 cfs.

Notwithstanding subparagraph (A) above, in the event the City in the future increases the allowable flow of public water discharged pursuant to the Storm Water Facility Plan beyond the maximum flow rate of 0.4cfs from Pond T-22 such that a lift station pump of greater capacity needs to be installed in Pond T-22 then the City will be responsible for maintaining, at its sole

expense, Pond T-22 described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement; in such case, this Agreement shall terminate and Landowner and City shall execute a recordable instrument that terminates the Agreement and releases the Landowner Property from this Agreement. On the other hand, in the event the Landowner in the future due to increased development on Landowner Property or on property that as of the date hereof is under the control, possession or ownership of the Landowner increases the allowable flow of private water discharged pursuant to the Storm Water Facility Plan beyond the maximum flow rate of 0.4 cfs from Pond T-22 such that a lift station pump of greater capacity needs to be installed in Pond T-22, then this Agreement shall continue in full force and effect and the Landowner will continue to be the Responsible Owner for maintaining at its sole expense, Pond T-22 described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement. In the instance where the City, by its increased discharge of public water, and the Landowner, by its increased discharge of private water, have both caused the need for a lift station pump of greater capacity to be located in Pond T-22, then then the City will be responsible for maintaining, at its sole expense, Pond T-22 described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement; in such case, this Agreement shall terminate and Landowner and City shall execute a recordable instrument that terminates the Agreement and releases the Landowner Property from this Agreement.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **Second Generation Water Resources Management Plan dated December 2008**, (as amended from time to time, by amendment of general applicability). The **Second Generation Water Resources Management Plan dated December 2008**, is on file with the City's Director of Public Works; and
- c. The Standard of Maintenance shall meet the Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River (as amended from time to time, by amendment of general applicability). The Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River are on file with the City's Director of Public Works; and
- d. 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; and

- e. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner must monitor the Storm Water Facilities and shall as soon as possible correct any material malfunction or deficiency so as to ensure that the Storm Water Facilities operate in conformance with their design parameters.
- ii.) The Responsible Owner must maintain and repair the Storm Water Facilities and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of unusual amounts of silt and soil build-up; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv.) The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a preliminary Operations & Maintenance Plan to the City for review and comment before construction and the preliminary Operations & Maintenance Plan, attached hereto as **Exhibit B**, has been approved by the City as the preliminary Operations & Maintenance Plan. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in number 3 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- v.) The final Operations & Maintenance Plan shall contain the following information:

- a. Detailed inspection requirements;
- b. Inspection and maintenance schedules;
- c. Contact information for the Responsible Owner;
- d. As built plans of the Storm Water Facilities;
- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
- h. Pond T-22 (described and depicted on the attached Exhibit A-1) must provide 22.8 acre-feet of storage between elevation 832 and 850. An 4-inch forcemain should be installed as an inlet to the pump. Pumping from Pond T-22 to the South Pond must begin when the water surface elevation of the pond is one foot lower than the allowable elevation as set by the SWCD. The pumping rate must not exceed 0.4 cfs. The Landowner must check the elevation of the pond after storm events greater than 1-inch;
- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
- j. A program for monitoring and testing water quality.

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

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

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) 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 3.6 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements and notwithstanding that the easement in favor of the City may state that the City has the sole obligation for maintenance of the easement under certain conditions.

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

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

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

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

time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner 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 the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: GLG Properties
5500 Blaine Avenue
Inver Grove Heights, MN 55076

With a Copy to: Larkin Hoffman Daly & Lindgren Ltd.
Attention: Peter Coyle
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, MN 55431

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 first 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lots 1 through 30, both inclusive, Block 5; Lots 16 to 30, both inclusive, Block 6; EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, according to the plat thereof on file or of recording in the office of the County Recorder, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-22750-05-300

Tax Identification Number: 20-22750-06-300

EXHIBIT A-1
DESCRIPTION OF T-22 POND

An easement for ponding purposes over, under, and across those parts of Lots 16 through 19, Block 6; Lots 11 through 19, Block 5; Bovey Avenue, originally dedicated as Winona Ave.; Boyd Avenue, originally dedicated as Hamilton Ave; 55th Street East, originally dedicated as Sweeny Ave. and the alley as dedicated in Block 5 all in Edgewood Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 28 North, Range 22 West, said Dakota County; thence easterly, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 54.94 feet to the point of beginning of the parcel to be described; thence North 03 degrees 05 minutes 06 seconds East, based on the west line of said Southeast Quarter of the Northeast Quarter having an assumed bearing of North 00 degrees 13 minutes 19 seconds West, a distance of 95.79 feet; thence North 37 degrees 31 minutes 31 seconds East a distance of 46.93 feet; thence North 62 degrees 55 minutes 24 seconds East a distance of 83.37 feet; thence North 73 degrees 14 minutes 48 seconds East a distance of 95.10 feet; thence South 82 degrees 14 minutes 27 seconds East a distance of 82.16 feet; thence South 62 degrees 30 minutes 24 seconds East a distance of 89.63 feet; thence South 44 degrees 17 minutes 03 seconds East a distance of 66.88 feet; thence South 03 degrees 58 minutes 39 seconds East to the south line of said Southeast Quarter of the Northeast Quarter; thence westerly along said south line, to the point of beginning and there terminating .

EXHIBIT B
PRELIMINARY OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

- * Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
- ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
- *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**PERMANENT STORM SEWER AND STORM WATER PONDING EASEMENT
RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBERS
20-22750-04-300 AND 20-03110-03-021 (NORTH POND)**

THIS PERMANENT STORM SEWER AND STORM WATER PONDING EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBERS 20-22650-04-300 AND 20-03110-03-021 (NORTH POND) (Easement) is made, granted and conveyed this 12th day of December, 2011, between GLG Properties, a Minnesota partnership, and Robert L. Gerten and Virginia B. Gerten, husband and wife (hereinafter collectively referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for storm sewer, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of storm sewer, storm water ponding, drainage, collection and control facilities** under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm water pond, storm sewer, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain (at its sole cost and expense, unless another recorded instrument provides otherwise) the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may reasonably deem appropriate.

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore the Permanent Easement Area after any work contemplated hereunder.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Area or Landowner's 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, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's property described on Exhibit A and the Easement Area described and depicted on Exhibit B and have good right to grant and convey the permanent Easement herein to the City.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame, 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:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

Notary Public

LANDOWNER:

By: _____
Robert L. Gerten

By: _____
Virginia B. Gerten

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of December, 2011, before me a Notary Public within and for said County, personally appeared Robert L. Gerten and Virginia B. Gerten, as tenants in common, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

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 LANDOWNER PROPERTY

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

Parcel 1:

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), Section Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22), according to the Government Survey thereof, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-03310-03-021

Parcel 2:

All of Block 4, EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, including the alley in said Block 4 and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of vacation thereof, except that part of Lots 1 through 8 inclusive and Lots 23 through 30 inclusive, in said Block 4, and that part of the alley in said Block 4 and that part of vacated Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, shown as parcel 240A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982 at 9:00 a.m. as Document No, 610751, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-22750-04-300

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

An easement for storm sewer and ponding purposes over, under, and across that part of the East Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota. Said easement being a 20.00 foot wide strip of land the center line of which is described as follows:

Commencing at the southeast corner of said East Half; thence northerly on an assumed bearing of North 00 degrees 13 minutes 19 seconds West, along the east line of said East Half, a distance of 792.16 feet to a point hereinafter referred to as "Point A" and the point of beginning of the center line to be described; thence South 89 degrees 35 minutes 01 seconds West a distance of 299.64 feet; thence South 87 degrees 53 minutes 20 seconds West a distance of 196.45 feet; thence North 88 degrees 35 minutes 27 seconds West a distance of 104.67 feet; thence South 00 degrees 41 minutes 55 seconds East a distance of 102.23 feet; thence North 88 degrees 48 minutes 10 seconds West a distance of 7.69 feet; thence South 14 degrees 27 minutes 57 seconds West to the east line of the west 40.00 feet said East Half and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened, so as to begin on the east line of said East Half and to terminate on the east line of the west 40.00 feet of said East Half.

Together with an easement for storm sewer and ponding purposes over, under, and across those parts of Lots 18 through 23, Block 4; Bovey Avenue, originally dedicated as Winona Ave. and the vacated alley in Block 4, Edgewood Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the aforementioned "Point A"; thence southerly, along the east line of said East Half, a distance of 10.00 feet to the point of beginning of the parcel to be described; thence South 88 degrees 06 minutes 28 seconds East, along a line hereinafter referred to as "Line A", a distance of 167.00 feet; thence North 00 degrees 13 minutes 19 seconds West to the south line of the Minnesota Department of Transportation Right of Way Plat No. 19-16; (said south line is the line shown on said Right of Way Plat drawn between points B28 and B29); thence westerly along said south line to the west line of said Block 4; thence southerly along said west line to the intersection with a line drawn 20.00 feet northerly of and parallel with aforementioned "Line A"; thence westerly along said parallel line, to the east line of said East Half; thence southerly to the point of beginning and there terminating.

PERMANENT STORM WATER PONDING EASEMENT
RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION
NUMBER 20-22750-04-300 AND TAX PARCEL IDENTIFICATION
NUMBER 20-22750-05-300 (SOUTH POND)

THIS STORM WATER PONDING EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-22750-04-300 AND TAX PARCEL IDENTIFICATION NUMBER 20-22750-05-300 (SOUTH POND) (Easement) is made, granted and conveyed this 12th day of December, 2011, between GLG Properties, a Minnesota partnership, 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 owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the Landowner Property).

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of storm water ponding, drainage, collection and control facilities** under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm water pond, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain (at its sole cost and expense, unless another recorded instrument provides otherwise) the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may reasonably deem appropriate.

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore the Permanent Easement Area after any work contemplated hereunder.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Area or Landowner's 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 by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's property described on Exhibit A and the Easement Area described and depicted on Exhibit B and has good right to grant and convey the permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 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

**LANDOWNER:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

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 LANDOWNER PROPERTY

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

Parcel 2:

Parcel 1:

All of Block 4, EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, including the alley in said Block 4 and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of vacation thereof, except that part of Lots 1 through 8 inclusive and Lots 23 through 30 inclusive, in said Block 4, and that part of the alley in said Block 4 and that part of vacated Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, shown as parcel 240A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982 at 9:00 a.m. as Document No, 610751, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-22750-04-300

Parcel 2:

Lots 1 through 30, Block 5, EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, according to the plat thereof on file or of recording in the office of the County Recorder, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-22750-05-300

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

An easement for ponding purposes over, under, and across those parts of Lots 16 through 18, Block 4; Lots 10 through 12 and 21 through 30, Block 5; Bovey Avenue, originally dedicated as Winona Ave.; 54th Street East, originally dedicated as Dale St. and the alley as dedicated in Block 5 all in Edgewood Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 28 North, Range 22 West, said Dakota County; thence easterly, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 54.94 feet; thence North 03 degrees 05 minutes 06 seconds East, based on the west line of said Southeast Quarter of the Northeast Quarter having an assumed bearing of North 00 degrees 13 minutes 19 seconds West, a distance of 95.79 feet; thence North 37 degrees 31 minutes 31 seconds East a distance of 46.93 feet; thence North 62 degrees 55 minutes 24 seconds East a distance of 83.37 feet; thence North 73 degrees 14 minutes 48 seconds East a distance of 49.52 feet to the point of beginning of the parcel to be described; North 73 degrees 14 minutes 48 seconds East a distance of 21.67 feet; thence North 39 degrees 22 minutes 15 seconds West a distance of 179.28 feet; thence North 41 degrees 08 minutes 52 seconds East a distance of 68.68 feet; thence North 00 degrees 13 minutes 08 seconds West a distance of 283.61 feet; thence North 43 degrees 00 minutes 53 seconds West a distance of 86.37 feet; thence North 14 degrees 17 minutes 49 seconds East to the intersection with a line hereinafter referred to as "Line A"; thence westerly, along the hereinafter referred to "Line A", a distance of 20.48 feet; thence South 14 degrees 17 minutes 49 seconds West a distance of 50.06 feet; thence South 89 degrees 44 minutes 25 seconds West a distance of 35.23 feet; thence South 33 degrees 57 minutes 01 seconds West a distance of 58.77 feet; thence South 00 degrees 13 minutes 19 seconds East a distance of 259.09 feet; thence South 22 degrees 27 minutes 33 seconds East a distance of 74.20 feet; thence South 61 degrees 08 minutes 03 seconds East a distance of 58.71 feet; thence southeasterly to the point of beginning and there terminating .

"Line A" is described as commencing at the southwest corner of said Southeast Quarter of the Northeast Quarter; thence northerly, on an assumed bearing of North 00 degrees 13 minutes 19 seconds West along the west line of said Southeast Quarter of the Northeast Quarter, a distance of 782.16 feet to the point of beginning of the aforementioned "Line A"; thence South 88 degrees 06 minutes 28 seconds East, a distance of 167.00 feet and said "Line A" there terminating.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM
WATER FACILITIES RELATING TO THE “NORTH POND” LOCATED ON
DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-22750-04-300**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT INCLUDING STORM WATER FACILITIES RELATING TO THE “NORTH POND” LOCATED ON DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-22750-04-300 (Agreement) is made, entered into and effective this 12th day of December, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and GLG Properties, a Minnesota partnership (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** Landowner means GLG Properties, a Minnesota partnership, and its successors and assigns.

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

Any existing or future storm water ponds, storm water pipes, conduits, culverts, ditches, catch basins, storm water pumping stations, storm water lift stations, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property.

Without limiting the foregoing, Storm Water Facilities also includes the storm water pond described and depicted on Exhibit A-1.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the Storm Water Pollution Prevention Plan, the Grading and Drainage Plan and the Utility Plan prepared by Loucks Associates dated September 1, 2011, and approved by the City Engineer on September 20, 2011. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

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

1.8 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated December 12, 2011, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction Storm Water Improvements. Responsible Owner agrees that by November 15, 2013 or prior to the use and occupancy of the Phase I Developer Improvements (as identified in the Improvement Agreement) or prior to beginning construction of the Phase II Improvements (as identified in the Improvement Agreement), whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. (A) Subject to subparagraph (B) below, the Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City, which such consent shall not be unreasonably withheld, conditioned or delayed. The Responsible Owner shall also insure that the Storm Water Facilities remain in material compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner 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 Landowner Property.

(B) The Agreement herein, in addition to other Storm Water Facilities Maintenance Agreements, covers the so-called North Pond which is described and depicted on Exhibit A-1. Contemporaneously with this Agreement, Landowner and City have also entered into other Storm Water Facilities Maintenance Agreements which cover the South Pond and Pond T-22. In general, storm water flows from Pond T-22 to the South Pond and then to the North Pond and then to Pond T-23 and eventually to the Mississippi River. The Mn/DOT Permit No. D11-44124 dated March 23, 2011, limits storm water discharge from Pond T-22 to 0.4 cfs. The maximum discharge from Pond T-22 is 0.4 cfs, unless the Mn/DOT permit is modified or amended in the future. Landowner and the City agree that the lift station pump to be installed under the Storm Water Facility Plan for Pond T-22 will have a maximum discharge rate of 0.4 cfs. The pump size is commensurate with a discharge rate of 0.4 cfs.

Notwithstanding subparagraph (A) above, in the event the City in the future increases the allowable flow of public water discharged pursuant to the Storm Water Facility Plan beyond the maximum flow rate of 0.4cfs from Pond T-22 such that a lift station pump of greater capacity needs to be installed in Pond T-22, then the City will be responsible for maintaining, at its sole expense, the North Pond described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement; in such case, this Agreement shall terminate and Landowner and City shall execute a recordable instrument that terminates the Agreement and releases the Landowner Property from this Agreement. On the other hand, in the event the Landowner in the future due to increased development on Landowner Property or on property that as of the date hereof is under the control, possession or ownership of the Landowner increases the allowable flow of private water discharged pursuant to the Storm Water Facility Plan beyond the maximum flow rate of 0.4 cfs from Pond T-22 such that a lift station

pump of greater capacity needs to be installed in Pond T-22, then this Agreement shall continue in full force and effect and the Landowner will continue to be the Responsible Owner for maintaining at its sole expense, the North Pond described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement. In the instance where the City, by its increased discharge of public water, and the Landowner, by its increased discharge of private water, have both caused the need for a lift station pump of greater capacity to be located in Pond T-22, then then the City will be responsible for maintaining, at its sole expense, the North Pond described and depicted on Exhibit A-1 and related Storm Water Facilities as defined in Section 1.4 of this Agreement; in such case, this Agreement shall terminate and Landowner and City shall execute a recordable instrument that terminates the Agreement and releases the Landowner Property from this Agreement.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **Second Generation Water Resources Management Plan dated December 2008**, (as amended from time to time, by amendment of general applicability). The **Second Generation Water Resources Management Plan dated December 2008**, is on file with the City's Director of Public Works;
- c. The Standard of Maintenance shall meet the Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River (as amended from time to time, by amendment of general applicability). The Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River are on file with the City's Director of Public Works; and
- d. 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; and
- e. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner must monitor the Storm Water Facilities and shall as soon as possible correct any material malfunction or deficiency so as to ensure that the Storm Water Facilities operate in conformance with their design parameters.

- ii.) The Responsible Owner must maintain and repair the Storm Water Facilities and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of unusual amounts of silt and soil build-up; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.

- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

- iv.) The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a preliminary Operations & Maintenance Plan to the City for review and comment before construction and the preliminary Operations & Maintenance Plan, attached hereto as **Exhibit B**, has been approved by the City as the preliminary Operations & Maintenance Plan. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in number 3 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- v.) The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;

- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
- h. The North Pond (described and depicted on the attached Exhibit A-1) shall be maintained to provide 1.75 acre-feet of live storage between elevations 844.05 and 852. This is the available live storage shown by the Dakota County topographic data and as shown on the plans submitted by Landowner as part of its development proposal;
- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system;
- j. A program for monitoring and testing water quality.

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

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

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

requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) 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 3.6 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements and notwithstanding that the easement in favor of the City may state that the City has the sole obligation for maintenance of the easement under certain conditions.

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

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

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

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

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner 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 the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

If to City:

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

If to Landowner: GLG Properties
5500 Blaine Avenue
Inver Grove Heights, MN 55076

With a Copy to: Larkin Hoffman Daly & Lindgren Ltd.
Attention: Peter Coyle
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, MN 55431

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 first day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

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

IN WITNESS WHEREOF, the parties hereto have executed 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 12th day of December, 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

**LANDOWNER:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Block 4, EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, including the alley in said block 4 and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof,

Except that part of Lots 1 through 8 inclusive and Lots 23 through 30 inclusive, in said Block 4, and that part of the alley in said Block 4 and that part of vacated Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, shown as parcel 240A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November, 1982, at 9:00 a.m., as Document No. 610751.

(Abstract Property)

Tax Identification Number: 20-22750-04-300

EXHIBIT A-1
DESCRIPTION AND DEPICTION OF "NORTH" POND

An easement for storm sewer and ponding purposes over, under, and across that part of the East Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota. Said easement being a 20.00 foot wide strip of land the center line of which is described as follows:

Commencing at the southeast corner of said East Half; thence northerly on an assumed bearing of North 00 degrees 13 minutes 19 seconds West, along the east line of said East Half, a distance of 792.16 feet to a point hereinafter referred to as "Point A" and the point of beginning of the center line to be described; thence South 89 degrees 35 minutes 01 seconds West a distance of 299.64 feet; thence South 87 degrees 53 minutes 20 seconds West a distance of 196.45 feet; thence North 88 degrees 35 minutes 27 seconds West a distance of 104.67 feet; thence South 00 degrees 41 minutes 55 seconds East a distance of 102.23 feet; thence North 88 degrees 48 minutes 10 seconds West a distance of 7.69 feet; thence South 14 degrees 27 minutes 57 seconds West to the east line of the west 40.00 feet said East Half and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened, so as to begin on the east line of said East Half and to terminate on the east line of the west 40.00 feet of said East Half.

Together with an easement for storm sewer and ponding purposes over, under, and across those parts of Lots 18 through 23, Block 4; Bovey Avenue, originally dedicated as Winona Ave. and the vacated alley in Block 4, Edgewood Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the aforementioned "Point A"; thence southerly, along the east line of said East Half, a distance of 10.00 feet to the point of beginning of the parcel to be described; thence South 88 degrees 06 minutes 28 seconds East, along a line hereinafter referred to as "Line A", a distance of 167.00 feet; thence North 00 degrees 13 minutes 19 seconds West to the south line of the Minnesota Department of Transportation Right of Way Plat No. 19-16; (said south line is the line shown on said Right of Way Plat drawn between points B28 and B29); thence westerly along said south line to the west line of said Block 4; thence southerly along said west line to the intersection with a line drawn 20.00 feet northerly of and parallel with aforementioned "Line A"; thence westerly along said parallel line, to the east line of said East Half; thence southerly to the point of beginning and there terminating.

EXHIBIT B
PRELIMINARY OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**PERMANENT PUBLIC STREET, STORM WATER PONDING, UTILITY
AND DRAINAGE EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL
IDENTIFICATION NUMBER 20-03310-79-023 (SOUTHEAST POND)**

THIS PERMANENT PUBLIC STREET, STORM WATER PONDING, UTILITY AND DRAINAGE EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-03310-79-023 (SOUTHEAST POND) is made, granted and conveyed this 12th day of December, 2011, between GLG Properties, a Minnesota partnership (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 owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the "Landowner Property").

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

Permanent Easement No. 1:

A permanent easement for public street, utility and drainage purposes, and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement No. 1") under, over, across, through and upon that real property legally described and depicted on **Exhibit B**, (hereinafter the "**Permanent Easement Area No. 1**") attached hereto and incorporated herein by reference. The Permanent Easement No. 1 rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public street, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon Permanent Easement Area No. 1.

Permanent Easement No. 2:

A permanent easement for utility and drainage purposes and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement No. 2") under, over, across, through and upon that real property legally described and depicted on Exhibit B, (hereinafter the "Permanent Easement Area No. 2") attached hereto and incorporated herein by reference. The Permanent Easement No. 2 rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon Permanent Easement Area No. 2.

Permanent Easement No. 3:

A permanent easement for storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement No. 3") under, over, across, through and upon that real property legally described and depicted on Exhibit B, (hereinafter the "Permanent Easement Area No. 3") attached hereto and incorporated herein by reference. The Permanent Easement No. 3 rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm water pond, sanitary sewer, storm sewer, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon Permanent Easement Area No. 3.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Areas No. 1, 2 and 3 at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain (at its sole cost and expense, unless another recorded instrument provides otherwise) the Permanent Easement Areas No. 1, 2 and 3, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Permanent Easement Areas No. 1, 2 and 3 trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Areas No. 1, 2 and 3; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Areas No. 1, 2 and 3 as the City may reasonably deem appropriate.

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore Permanent Easement Areas No. 1, 2 and 3 after any work contemplated hereunder.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, Permanent Easement Areas No. 1, 2 and 3 on the Landowner's 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 by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Areas No. 1, 2 and 3 described and depicted on Exhibit B and has good right to grant and convey the Permanent Easements No. 1, 2 and 3 herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame, 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:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

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 LANDOWNER PROPERTY

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

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 28, Range 22, except the North 270 feet thereof lying northerly of the southerly right-of-way of Dakota County Road No. 18.

Except that part described as follows:

Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 28 North, Range 22 West; thence on an assumed bearing of North 89 degrees, 50 minutes, 28 seconds east along the south line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 657.07 feet to the Southwest corner of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and said point being the point of beginning; thence North 0 degrees 07 minutes 49 seconds west along the West line of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 58.51 feet; thence North 83 degrees 29 minutes 34 seconds east, 197.77 feet; thence South 6 degrees 30 minutes 26 seconds east a distance of 80.88 feet to the south line of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence south 89 degrees 50 minutes 28 seconds west along said south line a distance of 205.52 feet to the point of beginning, except that part previously acquired for County Road No. 18 (a/k/a Upper 55th Street).

(Abstract Property)

Tax Identification Number: 20-03310-79-023

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREAS

Permanent Easement Area No. 1:

An easement for right-of-way purposes over, under, and across that part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at a point on the east line of said East Half distant 567.81 feet north of the southeast corner of said East Half; thence northerly, along the east line of said East Half, a distance of 50.00 feet to the point of beginning of the parcel to be described; thence westerly, southerly and southeasterly, along a non-tangential curve concave to the east having a radius of 50.00 feet the center of circle of said curve being the point of commencement, to the intersection with a line drawn 30.00 feet westerly of and parallel with the east line of said East Half; thence southerly, along said parallel line, to the intersection with a curve concave to the east having a radius of 60.00 feet the center of circle of said curve being the point of commencement; thence northwesterly, northerly and easterly, along said curve, to the intersection with the east line of said East Half; thence southerly to the point of beginning and there terminating.

Permanent Easement Area No. 2:

An easement for drainage and utility purposes over, under, and across that part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at a point on the east line of said East Half distant 567.81 feet north of the southeast corner of said East Half; thence northerly on an assumed bearing of North 00 degrees 02 minutes 37 seconds West, along the east line of said East Half, a distance of 60.00 feet to the point of beginning of the parcel to be described; thence northerly, along the east line of said East Half, a distance of 111.25 feet; thence South 12 degrees 17 minutes 55 seconds West to the intersection with a curve concave to the east having a radius of 70.00 feet the center of circle of said curve being the point of commencement; thence westerly, southerly and southeasterly along said curve to the intersection with a line drawn 40.00 feet westerly of and parallel with the east line of said East Half; thence southerly, along said parallel line, to the intersection with the northerly line of Upper 55th Street; thence easterly, along said north line, to the intersection with a line drawn 30.00 feet westerly of and parallel with the east line of said East Half; thence northerly, along said parallel line, to the intersection with a curve concave to the east having a radius of 60.00 feet the center of circle of said curve being the point of commencement; thence northwesterly, northerly and easterly, along said curve, to the point of beginning and there terminating.

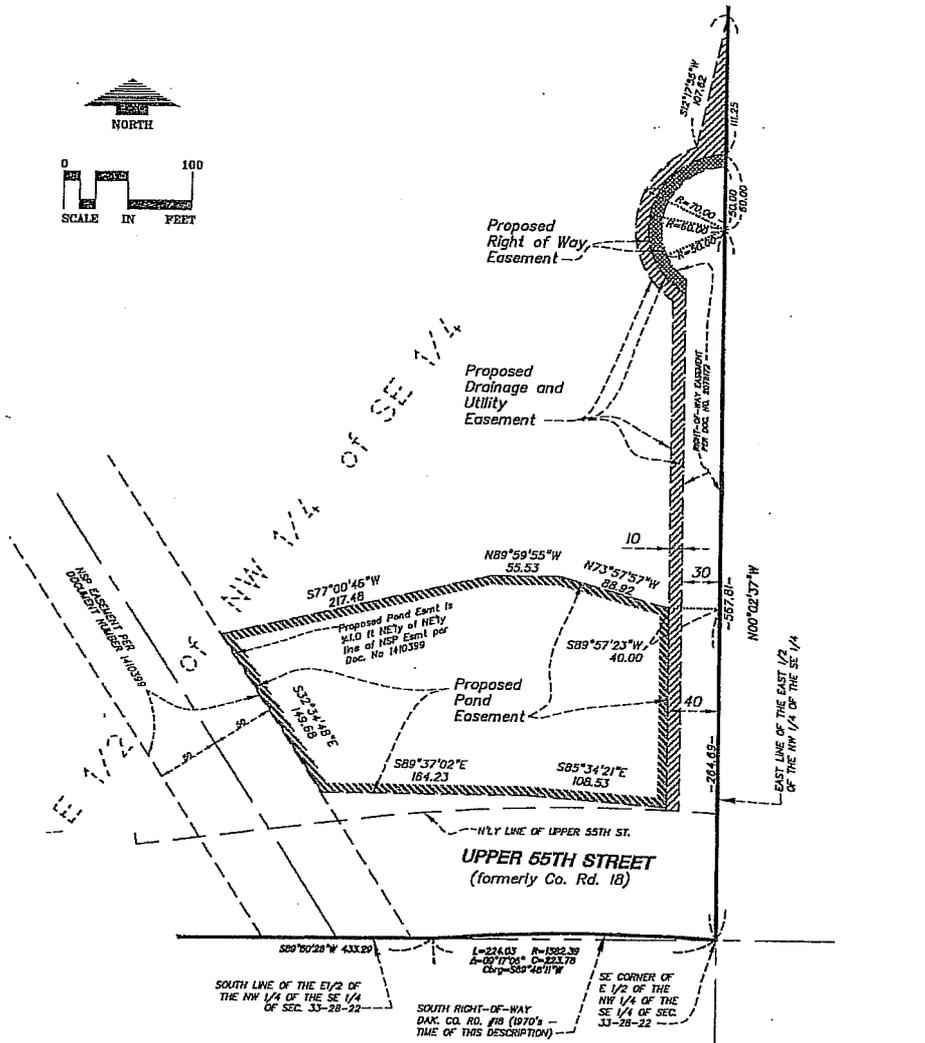
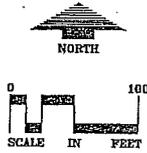


Permanent Easement Area No. 3:

An easement for ponding purposes over, under, and across that part of the East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said East Half; thence northerly on an assumed bearing of North 00 degrees 02 minutes 37 seconds West, along the east line of said East Half, a distance of 264.69 feet; thence South 89 degrees 57 minutes 23 seconds West, to the intersection with a line drawn 40.00 feet westerly of and parallel with the east line of said East Half and the point of beginning of the parcel to be described; thence North 73 degrees 57 minutes 57 seconds West a distance of 88.92 feet; thence North 89 degrees 59 minutes 55 seconds West a distance of 55.53 feet; thence South 77 degrees 00 minutes 46 seconds West a distance of 217.48 feet; thence South 32 degrees 34 minutes 48 seconds East a distance of 149.68 feet; thence South 89 degrees 37 minutes 02 seconds East a distance of 164.23 feet; thence South 85 degrees 34 minutes 21 seconds East to the intersection with a line drawn 40.00 feet westerly of and parallel with the east line of said East Half; thence northerly, along said parallel line, to the point of beginning and there terminating.





LOUCKS ASSOCIATES

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

S98864G R-W Pond Esmt.dwg
7200 Hamlock Lane, Suite 300
Minneapolis, Minnesota 55309-5592
Telephone: (783)424-5505 Fax: (783)424-5822
Web Page: www.LoucksAssociates.com

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

Richard L. Licht
Richard L. Licht - PLS

26724 License No. 09-01-11 Date

PERMANENT STORM WATER PONDING EASEMENT
RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION
NUMBER 20-22750-05-300 AND 20-22750-06-300 (T-22 POND)

THIS STORM WATER PONDING EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-22750-05-300 AND 20-22750-06-300 (T-22 POND) (Easement) is made, granted and conveyed this 12th day of December, 2011, between GLG Properties, a Minnesota partnership, 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 owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the Landowner Property).

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of storm water ponding, drainage, collection and control facilities** under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm water pond, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain (at its sole cost and expense, unless another recorded instrument provides otherwise) the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may reasonably deem appropriate.

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore the Permanent Easement Area after any work contemplated hereunder.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Area or Landowner's 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 by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's property described on Exhibit A and the Easement Area described and depicted on Exhibit B and has good right to grant and convey the permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 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

**LANDOWNER:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of December, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

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 LANDOWNER PROPERTY

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

Lots 1 through 30, both inclusive, Block 5; Lots 16 to 30, both inclusive, Block 6; EDGEWOOD ADDITION TO SOUTH ST. PAUL, Dakota County, Minnesota, according to the plat thereof on file or of recording in the office of the County Recorder, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-22750-05-300

Tax Identification Number: 20-22750-06-300

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

An easement for ponding purposes over, under, and across those parts of Lots 16 through 19, Block 6; Lots 11 through 19, Block 5; Bovey Avenue, originally dedicated as Winona Ave.; Boyd Avenue, originally dedicated as Hamilton Ave; 55th Street East, originally dedicated as Sweeny Ave. and the alley as dedicated in Block 5 all in Edgewood Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of the Northeast Quarter of Section 33, Township 28 North, Range 22 West, said Dakota County; thence easterly, along the south line of said Southeast Quarter of the Northeast Quarter, a distance of 54.94 feet to the point of beginning of the parcel to be described; thence North 03 degrees 05 minutes 06 seconds East, based on the west line of said Southeast Quarter of the Northeast Quarter having an assumed bearing of North 00 degrees 13 minutes 19 seconds West, a distance of 95.79 feet; thence North 37 degrees 31 minutes 31 seconds East a distance of 46.93 feet; thence North 62 degrees 55 minutes 24 seconds East a distance of 83.37 feet; thence North 73 degrees 14 minutes 48 seconds East a distance of 95.10 feet; thence South 82 degrees 14 minutes 27 seconds East a distance of 82.16 feet; thence South 62 degrees 30 minutes 24 seconds East a distance of 89.63 feet; thence South 44 degrees 17 minutes 03 seconds East a distance of 66.88 feet; thence South 03 degrees 58 minutes 39 seconds East to the south line of said Southeast Quarter of the Northeast Quarter; thence westerly along said south line, to the point of beginning and there terminating .

**PERMANENT WATERMAIN EASEMENT RELATING TO DAKOTA COUNTY TAX
PARCEL IDENTIFICATION NUMBERS
20-03310-80-020 AND 20-03310-79-023**

THIS PERMANENT WATERMAIN EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBERS 20-03310-80-020 AND 20-03310-79-023 (Easement) is made, granted and conveyed this 12th day of December, 2011, between Robert L. Gerten and Virginia B. Gerten, husband and wife and GLG Properties, a Minnesota partnership (hereinafter collectively referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for water main purposes and all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any water mains, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any water mains, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain (at its sole cost and expense) the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may reasonably deem appropriate.

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore the Permanent Easement Area after any work contemplated hereunder.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's 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, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 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:

By: _____
Robert L. Gerten

By: _____
Virginia B. Gerten

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of December, 2011, before me a Notary Public within and for said County, personally appeared Robert L. Gerten and Virginia B. Gerten, as tenants in common, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Parcel 1 (owned by GLG Properties):

That part of the West $\frac{1}{2}$ of the Northwest Quarter of the Southeast Quarter lying Easterly and Southerly of the centerline of Blaine Avenue, In Section 33, Township 28, Range 22, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-03310-80-020

Parcel 2 (owned by Robert L. Gerten and Virginia B. Gerten):

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 28, Range 22, except the North 270 feet thereof lying northerly of the southerly right-of-way of Dakota County Road No. 18.

Except that part described as follows:

Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 28 North, Range 22 West; thence on an assumed bearing of North 89 degrees, 50 minutes, 28 seconds east along the south line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 657.07 feet to the Southwest corner of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and said point being the point of beginning; thence North 0 degrees 07 minutes 49 seconds west along the West line of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 58.51 feet; thence North 83 degrees 29 minutes 34 seconds east, 197.77 feet; thence South 6 degrees 30 minutes 26 seconds east a distance of 80.88 feet to the south line of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence south 89 degrees 50 minutes 28 seconds west along said south line a distance of 205.52 feet to the point of beginning, except that part previously acquired for County Road No. 18 (a/k/a Upper 55th Street).

(Abstract Property)

Tax Identification Number: 20-03310-79-023

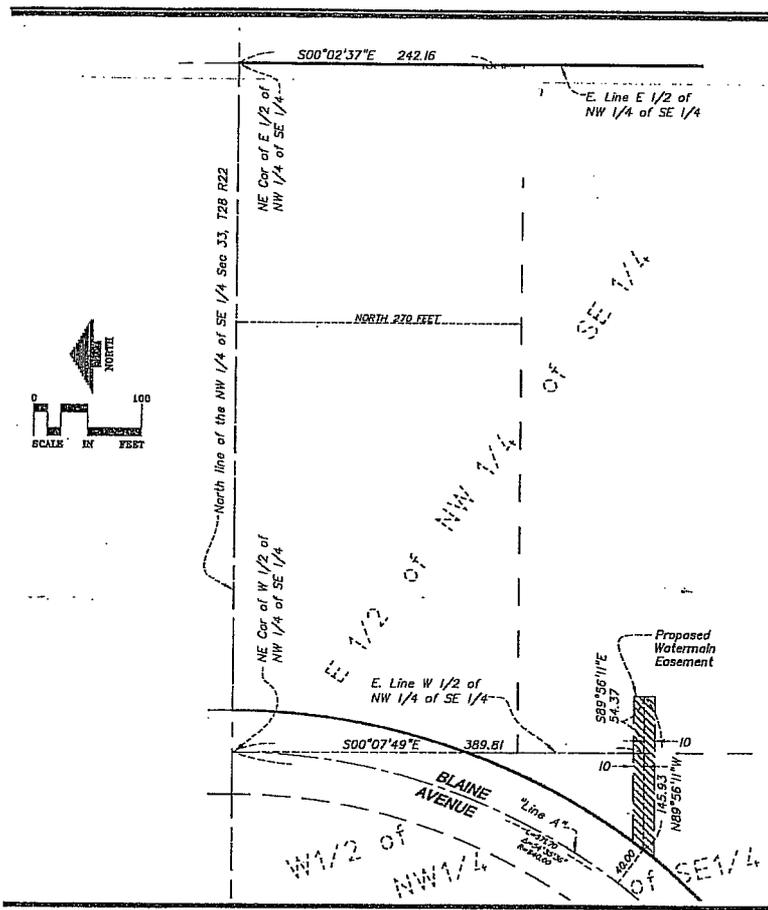
EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

An easement for watermain purposes over, under and across those parts of the West Half of the Northwest Quarter of the Southeast Quarter and of the East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota. Said easement being a 20.00 foot wide strip of land the center line of which is described as follows:

Commencing at the northeast corner of said West Half; thence southerly on an assumed bearing of South 00 degrees 07 minutes 49 seconds East, along the east line of said West Half, a distance of 389.81 feet; thence South 89 degrees 56 minutes 11 seconds East a distance of 54.37 feet to the point of beginning of the center line to be described; thence North 89 degrees 56 minutes 11 seconds West to the intersection with a line drawn 40.00 feet southeasterly of and parallel with the hereinafter described "Line A" and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened, so as to end at a line drawn 40.00 feet southeasterly of and parallel with the hereinafter described "Line A".

"Line A" is described as commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 51 minutes 11 seconds West, assumed bearing, along the south line of the Northeast Quarter of the Southwest Quarter of said Section 33 a distance of 40.00 feet; thence North 0 degrees 13 minutes 13 seconds West a distance of 199.64 feet, to the point of beginning of "Line A" to be described; thence northeasterly a distance of 571.68 feet along a tangential curve, concave to the east, having a radius of 600.00 feet and a central angle of 54 degrees 35 minutes 28 seconds; thence North 54 degrees 22 minutes 15 seconds East a distance of 238.43 feet; thence northerly a distance of 571.70 feet along a tangential curve concave to the northwest, having a radius of 600.00 feet and a central angle of 54 degrees 35 minutes 36 seconds to the northeast corner of said West Half of the Northwest Quarter of the Southeast Quarter and said "Line A" there terminating.



LOUCKS ASSOCIATES

S98864C-Watermain Esmt.dwg
 7200 Hemlock Lane, Suite 380
 Minneapolis, Minnesota 55309-5592
 Telephone: (763)424-5505 Fax: (763)424-5622
 Web Page: www.LoucksAssociates.com

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

Richard L. Licht
 Richard L. Licht - PLS

Planning • Civil Engineering • Land Surveying
 Landscape Architecture • Environmental

26724 License No. 08-30-11 Date

PERMANENT WATERMAIN EASEMENT RELATING TO DAKOTA COUNTY TAX
PARCEL IDENTIFICATION NUMBER 20-03310-79-022

THIS WATERMAIN EASEMENT RELATING TO DAKOTA COUNTY TAX PARCEL IDENTIFICATION NUMBER 20-03310-79-022 (Easement) is made, granted and conveyed this 12th day of December, 2011, between Robert L. Gerten and Virginia B. Gerten, husband and wife (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for water main purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any water mains, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any water mains, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, (at its sole cost and expense, unless another recorded instrument provides otherwise), together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may reasonably deem appropriate.

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's exercise of its rights under this Easement, and shall restore the Permanent Easement Area after any work contemplated hereunder.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's 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, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of December, 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:

By: _____
Robert L. Gerten

By: _____
Virginia B. Gerten

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of December, 2011, before me a Notary Public within and for said County, personally appeared Robert L. Gerten and Virginia B. Gerten, as tenants in common, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

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 LANDOWNER PROPERTY

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

The North 270 feet of the East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22), according to the Government Survey thereof, Dakota County, Minnesota.

(Abstract Property)

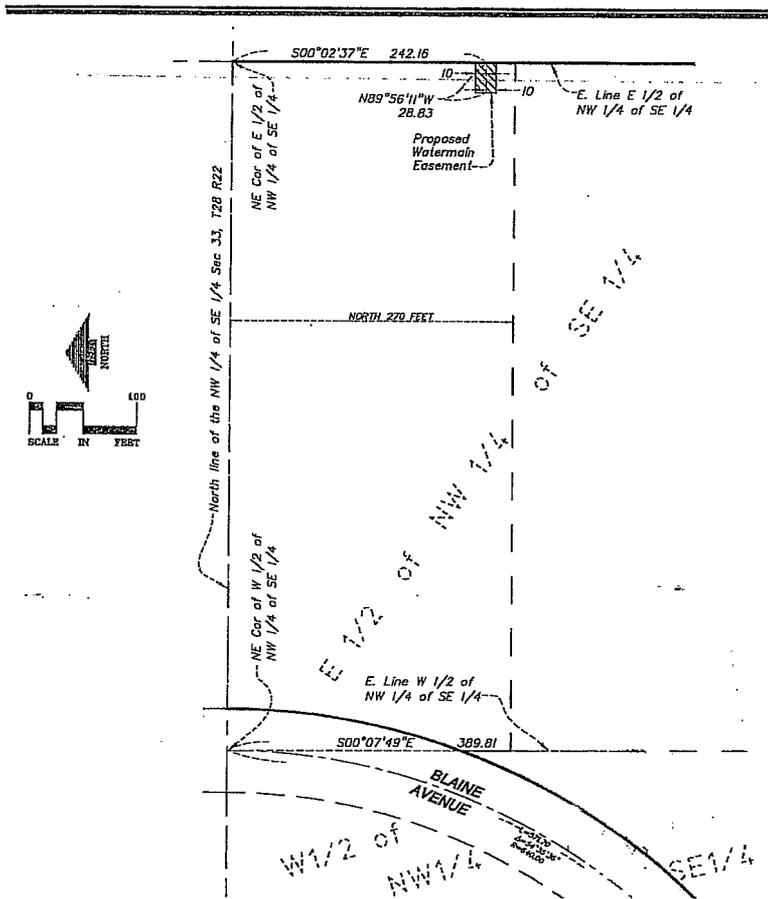
Tax Identification Number: 20-03310-79-022

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

An easement for watermain purposes over, under, and across that part of the North 270.00 feet of the East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 22 West, Dakota County, Minnesota. Said easement being a 20.00 foot wide strip of land the center line of which is described as follows:

Commencing at the northeast corner of said East Half; thence southerly on an assumed bearing of South 00 degrees 02 minutes 37 seconds East along the east line of said East Half, a distance of 242.16 feet to the point of beginning of the center line to be described; thence North 89 degrees 56 minutes 11 seconds West a distance of 28.83 feet and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened, so as to begin on the east line of said East Half.



<p>LOUCKS ASSOCIATES</p> <p>Planning • Civil Engineering • Land Surveying Landscape Architecture • Environmental</p>	<p>S98864G-Watermain Esmt.dwg</p> <p>7200 Hemlock Lane, Suite 300 Winneapolis, Minnesota 55309-6592 Telephone: (763)424-6605 Fax: (763)424-6822 Web Page: www.loucksassociates.com</p>	<p>I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.</p> <p><i>Richard L. Licht</i> Richard L. Licht - PLS</p>
	<p>26724</p> <p>License No.</p>	<p>08-30-11</p> <p>Date</p>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: December 12, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider an **Ordinance Amendment** rezoning a portion of the Gerten Greenhouse property from A, Agricultural to Comm, PUD, Commercial Planned Unit Development. Property located at the northeast corner of Upper 55th Street and Blaine Avenue.

- Requires 3/5th's vote.

SUMMARY

Back in February, Council directed Staff to hold a public hearing to consider rezoning a portion of the Gerten Greenhouse property. This arose as part of the greenhouse expansion that was approved on February 28, 2011. At that time, Gertens was not sure of when the greenhouse construction would begin and so the development contract had never been finalized. It was agreed by all parties to process the rezoning once the development contract was ready for council approval.

ANALYSIS

The parcel is owned by Gerten Greenhouses and is currently being used for open storage of plant material. The property is currently zoned A, Agricultural. The parcel in question is 10.7 acres in size. The property currently contains approximately 90-95% growing fields. When the city conducted a major overhaul of the zoning map in 2001, this parcel was discussed but no change to the zoning occurred since future development was unknown.

A Comm-PUD zoning designation is essentially a holding zone in the Southeast Quadrant. Once each parcel develops, it is rezoned to Planned Unit Development and the Southeast Quadrant Ordinance is amended to include each specific use. Since the land use designation from the Comprehensive Plan is Regional Commercial, it would be consistent to rezone the property to Comm/PUD. Once a development is proposed, a PUD and rezoning would be required to bring the property into the Southeast Quadrant PUD Ordinance.

Gertens has indicated they do not object to the rezoning request, however, they have not stated an official position on this matter to date.

RECOMMENDATION

Planning Staff: Recommends approval of the Ordinance Amendment rezoning the property as presented.

Planning Commission: Also recommend approval of the rezoning (6-0)

Attachments: Rezoning Ordinance Amendment Planning Commission Recommendation
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE

CASE NO. 11-01Z
(City of Inver Grove Heights)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from A Agricultural to Comm/PUD, to wit:

Part of the West ½ of the Northwest ¼ of the Southeast ¼ of Section 33, Township 28, Range 22, lying South and East of Blaine Avenue, subject to an 80 foot easement for street and except part in Easement Right-of-Way-10 to the City for Blaine Avenue and County Road 18 (Upper 55th Street).

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

Ordinance No. _____
Page 2

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 14th day of November, 2011.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, 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: CITY OF INVER GROVE HEIGHTS (GERTENS PROPERTY) – CASE NO. 11-01Z

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a rezoning from A, Agricultural district to Comm PUD, Commercial Planned Unit Development district, for the property located on the northeast corner of Upper 55th Street and Blaine Avenue. 24 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that subsequent to the recent approval of the Gertens greenhouse expansion, the City Council requested staff initiate a rezoning for the parcel in question. The parcel is owned by Gerten Greenhouses and is currently being used mostly as growing fields. The property is zoned Agricultural, however, staff is recommending it be changed to Commercial Planned Unit Development which is a designation the City uses in the Southeast Quadrant as a temporary holding zone. If development would occur in the future, the parcel would likely be changed to Planned Unit Development. He stated the proposed rezoning would be consistent with the Comprehensive Plan designation for the property, as well as with the other properties in the southeast quadrant that are zoned Comm-PUD prior to a specific development plan being approved. He advised that the City hopes to convert the property fronting Upper 55th into commercial development at some point in time. Staff recommends approval of the request.

Commissioner Hark asked what the advantages and disadvantages of the rezoning would be for Gertens.

Mr. Hunting replied that Gertens would be able to continue their growing field operation as a legal non-conforming use, and the rezoning would likely increase the value of the property as there would be more allowable uses.

Commissioner Hark asked if Gertens was in agreement with the proposed rezoning.

Mr. Hunting replied that his understanding from correspondence he received from Gertens' legal counsel was that they do not object as long as the development contract and maintenance agreements were completed as anticipated.

Opening of Public Hearing

Lewis Gerten, 5500 Blaine Avenue, stated that while he did not have any objections to the zoning change itself, he was concerned about the timing because the development agreements and drainage permit had not yet been finalized.

Recommendation to City Council

March 15, 2011

Page 2

Chair Bartholomew asked if the Commission could perhaps table the request until the development agreements were complete.

Mr. Hunting stated they could table the request, however, if the rezoning was approved staff's intention was to put the rezoning on the same Council agenda as the final improvement agreements. He stated Gertens already received approvals for the expansion but were simply waiting for final documents from the City and stormwater permits from other agencies.

Chair Bartholomew asked if Mr. Gerten would be agreeable to putting this item on the same Council agenda as the improvement agreements, to which Mr. Gerten replied in the affirmative.

Planning Commission Discussion

Commissioner Simon asked how the Planning Commission should direct staff to bring the rezoning and development agreements to City Council at the same time, to which Mr. Hunting replied it should be part of the motion rather than an added condition.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Roth, to approve the rezoning from A, Agricultural to Comm PUD, Commercial Planned Unit Development for the parcel located on the NE corner of Upper 55th and Blaine Avenue, with the intention that the request gets delayed until such time as the final improvement agreements for the Gerten expansion go to City Council.

Motion carried (6/0).

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: March 10, 2011

CASE NO: 11-01Z

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: GLC Properties, LLC

REQUEST: Rezoning

HEARING DATE: March 15, 2011

LOCATION: 5500 Blaine Avenue

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Gertens recently applied for a PUD Amendment to add an additional 300,000 square feet of greenhouse space to the Gerten Greenhouse operation. The City Council approved the request on February 28, 2011. Part of the discussion and part of Staff recommendation for the PUD amendment was to request the City Council initiate a rezoning of the parcel that is located at the corner of Upper 55th Street and Blaine Avenue. The parcel is owned by Gerten Greenhouses and is currently being used for open storage of plant material. The property is currently zoned A, Agricultural. The parcel in question is 10.7 acres in size. The property currently contains approximately 90-95% growing fields.

Based on Council direction, staff has initiated the public hearing process to consider the rezoning of the corner parcel at Upper 55th Street and Blaine Avenue (see attached maps). Gertens has indicated they do not object to the rezoning petition, however, they have not stated their position on this matter.

The specific requests consist of the following:

- a) Rezoning of the parcel from A, Agricultural District to Comm PUD, Commercial Planned Unit Development District.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North Gerten Greenhouses; zoned PUD, guided RC

East Gertens growing fields; zoned PUD; guided RC

West Retail strip centers, office building, office building; zoned PUD; guided RC

South Commercial buildings, office buildings; zoned PUD; guided RC, Office

HISTORY

Gertens has gone through a number of changes and expansions over the years. The first city approval was in 1989 and the latest approval occurred in 2003. Up until 1998, there were 9 conditional use permit approvals that governed the land use. The business has increased in size by expanding its retail store and expanded its greenhouses and growing fields, primarily on the east side of Blaine Avenue. In 1998, the City approved several ordinance changes and PUD approvals to govern the use through the Bishop Heights PUD rather than through conditional use permits. Currently, Gertens is governed primarily by one ordinance which covers and regulates the facilities on the east side of Blaine. There is a separate ordinance that covers the facilities on the west side of Blaine, the "rock and block yard", a temporary use, and the professional services office building. A planned unit development approval provides additional conditions of approval for the business. There are some portions of the business that are not governed under any current city approvals. These areas include the two growing fields on the south side along Upper 55th Street (which were established around 2002) and growing fields on the far eastern portion of the site at the end of Brent Avenue. The use of these parcels has been the subject of much discussion over the years between the City and Gertens. No definitive land use policy decision has been made by the Council on this matter to date.

The Southeast Quadrant of Interstate 494 and the Lafayette Freeway (Highway 52) has been recognized as a premier gateway property to Inver Grove Heights. The City's vision for this area, including the Gerten Greenhouse property, is to encourage high quality commercial uses that would enhance the City's image, increase employment opportunities and create a substantial tax base, and provide a diversity of goods and services.

The City has anticipated regional commercial development in the Southeast Quadrant for many years. Planning for commercial development for this part of the City began back in 1985 when the first land use study which emphasized commercial development was completed. Further studies were done and comprehensive plan amendments were approved over the years to change

the emphasis of the quadrant from residential to provide substantially more retail and commercial uses. The City's goal throughout these planning efforts was consistent – to encourage significant commercial development in the Southeast Quadrant. The City's vision has materialized for much of the quadrant starting in 1997 when construction began on the 16-screen theater and hotel. Since that time, the quadrant has seen the construction of other hotels, restaurants, a gas station, bank, office building, automobile service stores and three strip center commercial buildings. There are still some highly visible parcels yet to redevelop in the quadrant with considerable commercial potential.

REZONING

When the City adopted the 2020 Comprehensive Plan, all of the land in the Southeast Quadrant was designated RC, Regional Commercial. In 2001, the City began the process of both updating the zoning map so it would be consistent with the comprehensive plan and updating the zoning ordinance. During the zoning ordinance update, zoning categories were created to address the undeveloped land within the Southeast Quadrant because the PUD ordinance specific to the southeast quadrant or Bishop Heights, is modified each time to address that specific use. There needed to be categories with allowed and conditional uses for the undeveloped property. Three different planned unit development categories were created; Comm-PUD, Office-PUD and MF-PUD Multiple Family PUD. All were designed something like holding zones such that the zoning was consistent with the comprehensive plan and therefore any development application required rezoning and PUD approval to be added to the Southeast Quadrant.

Other properties within the Southeast quadrant without an approved PUD plan were rezoned to the Comm-PUD category in 2002. Staff is recommending the subject parcel be zoned to Comm-PUD.

The Zoning Ordinance identifies a purpose for the Comm-PUD district which is as follows:

“The Lafayette neighborhood is a unique area to the city and is the subject a component of the city comprehensive plan. The Lafayette neighborhood comprehensive plan component encourages growth in the area by means of the planned unit development approach. As commercial uses or developments are proposed in the neighborhood and are found compatible by the city, the ordinance specific to the Lafayette neighborhood will be amended by adding the new use/ development for the subject property.”

The term “Lafayette neighborhood” referenced in the zoning ordinance is an old reference name for the Southeast Quadrant or Bishop Heights Area. This old section of the 2020 comprehensive plan was folded into the land use section of the 2030 plan. What the district was set up to do was to provide a general guidance for the type of uses allowed in the area and acknowledged that any development would still need city council approval and an amendment to the PUD ordinance governing the southeast quadrant before construction could begin.

The zoning ordinance provides a list of the uses that are either conditional uses or accessory uses. The list was set up rather narrow deliberately to give a feel of the allowed uses, yet it is recognized that similar uses would be considered as part of a PUD application for development. The PUD approach was used to provide the city some flexibility in use type. As stated earlier, the city’s vision for the area is to provide a broad mix of commercial retail, service and office uses that are of an intensity of a regional scale. The types of uses listed in the ordinance include:

Non retail Art Studio Bakeries – retail Barber/beauty shop Bicycle sales and repair Bookstore Construction office/trailer, temporary Copy center Dessert shop Dry cleaning/laundry Essential services Gift shop Jewelry store Liquor store Medical and dental clinics	Medical complexes and facilities Motel/hotel Music studio – non retail Office building Optical/eyewear sales Photography studio Picture framing Professional Offices Research and development facilities Restaurant (non fast food) General Retail Dance, exercise studios Tanning salon Theater (movie) Veterinary clinic
--	--

This list was meant to show the direction of the type of uses the City wanted for the area. As each parcel of land develops, the particular proposed use is then added specifically to the overall PUD zoning for the area. There some parcels that have been approved with uses not shown on the above list.

To further the City’s goal of achieving retail/office uses in the quadrant and especially along Upper 55th Street, the subject parcel at the corner of Upper 55th and Blaine should be looked at for rezoning to Comm PUD is important. The parcel is currently zoned A, Agricultural and has growing fields on it. In order to further protect the City’s interests, a rezoning of this parcel to Comm PUD would be consistent with the Comprehensive Plan designation which is RC, Regional Commercial and would be consistent with the goal of retail or office uses along the Upper 55th Street frontage. With this zoning, the site could remain as a growing field, but would not be allowed to expand with any other structures or greenhouses without Council approval of an amendment to the existing PUD.

COMPREHENSIVE PLAN CONSISTENCY

The property along both sides of Blaine, north of Upper 55th, including the subject parcel is guided RC, Regional Commercial. The 2030 Comprehensive Plan identifies the Regional Commercial designation as the following:

“Regional commercial areas are lots or parcels containing large-scale retail sales and services along arterial roadways that serve the region. As the name implies, goods and services offered in such areas appeal to a wide range of consumers, many whom are willing to travel a significant distance to patronize various business establishments. Regional Commercial districts are intended for large “big box” users. These types of uses serve as anchors for other small to mid-sized commercial uses that benefit by the traffic generated by the anchors.”

The Comprehensive Plan identifies this portion of the City (southeast quadrant) as a developing area bounded by I-494, the Lafayette Freeway and Upper 55th Street which has excellent exposure to regional transportation facilities.

Some of the Regional Commercial Areas Policies that are relevant to this application include:

- “1. Provide regional commercial areas to supply goods and services that appeal to a broad base of customers.”
- “6. Require high quality building materials for structures in regional commercial areas.”
- “9. Consider long term strategies for future reuse/reconfiguration of regional commercial centers during the initial planning stages.”
- “10. Encourage a mix of commercial uses within regional centers that share varying peak period traffic and parking patterns to help manage traffic congestion and allow for shared parking opportunities.”

The City has had a long standing goal of encouraging commercial development throughout the city and the Southeast Quadrant is recognized as one of the primary areas for such development. Cities, including Inver Grove Heights, seek commercial development to achieve an expanded tax base, increase employment and provide a greater diversity of goods and services for the residents.

Development Potential for the Parcel. Staff did a conceptual comparative analysis of the land area requested to be rezoned to determine the type and amount of commercial or office development that could occur on this area. Using aerial photography, staff overlaid a project in the area (Aspen Medical Building) on to the land that is used for growing fields along Upper 55th Street. Based on this conceptual analysis, there does appear to be enough space along Upper 55th Street to have commercial or office development that would satisfy the primary goals of the City in this area to

provide a good tax base, expanded employment and providing a diversity of goods and services. For my analysis, I excluded areas that will be used for storm water ponding and the pipeline easement that exists on this property. An office building of approximately 56,000 square feet could fit on the parcel. The potential for employee growth could be approximately 112 for the office building example.

Storm Water Impact. As part of the review of the greenhouse expansion, the Engineering Department looked at the storm water needs of the remaining undeveloped parcels in the Southeast Quadrant. Based on existing systems and modeling of storm events, with on-site improvements, storm water runoff from future development can be accommodated within the system.

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 an Ordinance Amendment to Rezone the property from A, Agricultural District to Comm-PUD, Commercial Planned Unit Development District.
- 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

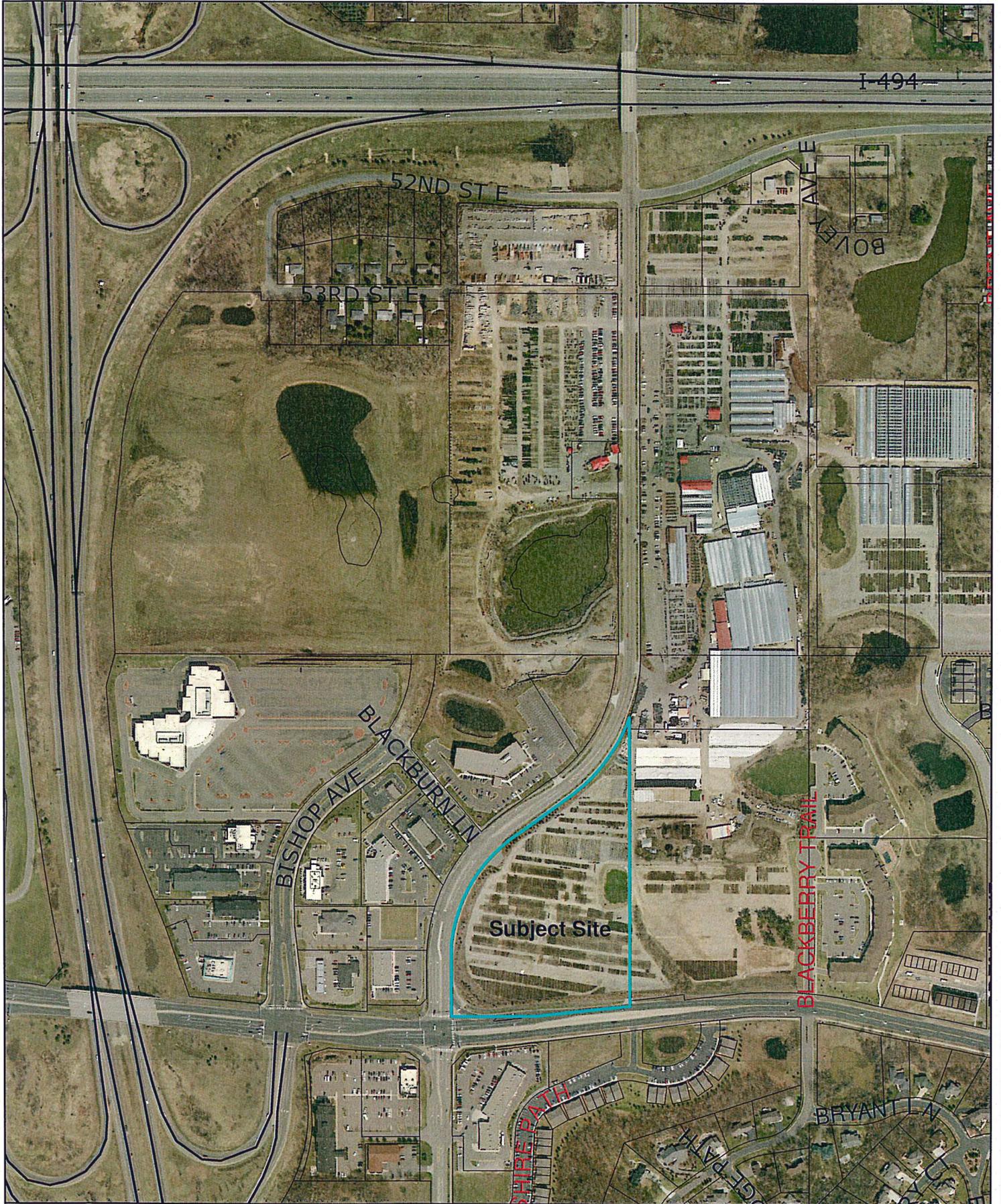
A rezoning would be consistent with the comprehensive plan designation for the property which is Regional Commercial. The rezoning would also be consistent with other properties in the southeast quadrant that are zoned Comm-PUD before a specific development plan is approved.

Attachments: Location Map
Comprehensive Plan Map
Current Zoning Map
Proposed Zoning Map



Location Map

Case No. 11-01Z





Comp Plan Map

Case No. 11-01Z



Legend

2030 Land Use Plan

parcels_051208.PPLU_HKGi

Rural Density Residential

Low Density Residential

Low-Medium Density Residential

Medium Density Residential

High Density Residential

Neighborhood Commercial

Community Commercial

Regional Commercial

Mixed Use

Office

Industrial Office Park

Light Industrial

General Industrial

Industrial Open Space

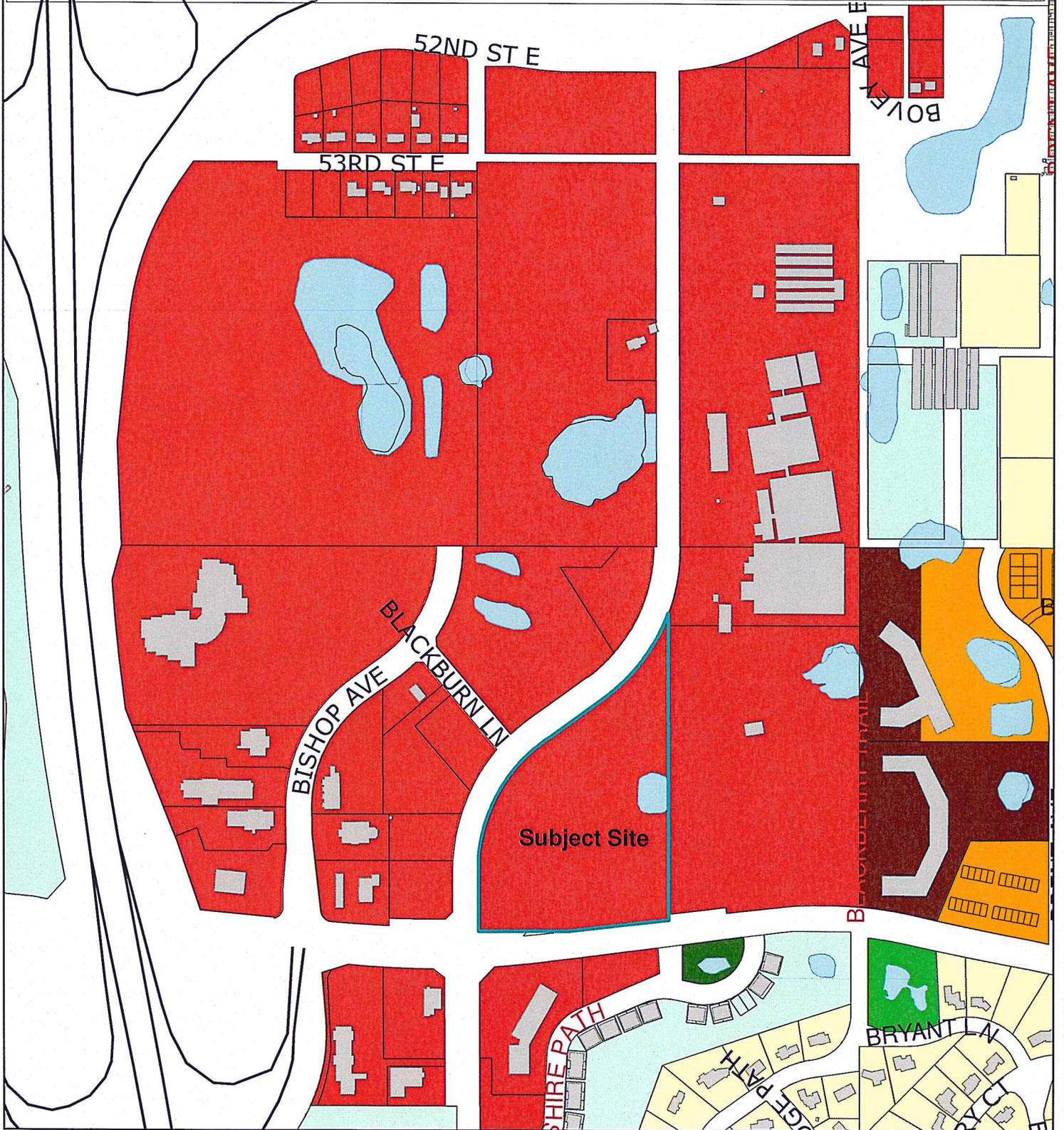
Public / Institutional

Public Park / Open Space

Private Open Space

Rail Road

Open Water / Wetlands





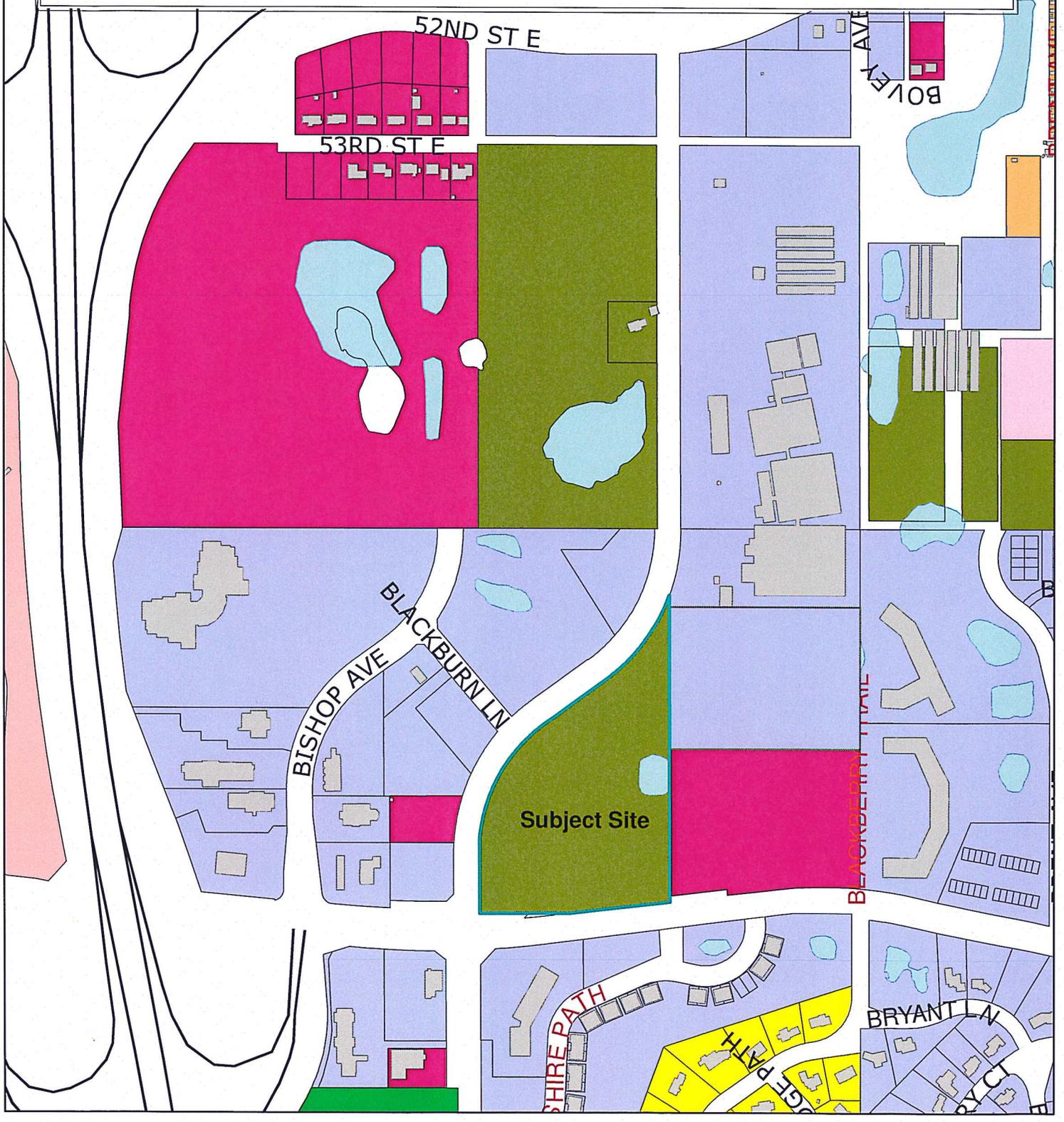
Current Zoning Map

Case No. 11-01Z



Legend

A, Agricultural	R-1C, Single Family (0.25 ac.)	R-4, Mobile Home Park	OP, Office Park	I-1, Limited Industrial
E-1, Estate (2.5 ac.)	R-2, Two-Family	B-1, Limited Business	PUD, Planned Unit Development	I-2, General Industrial
E-2, Estate (1.75 ac.)	R-3A, 3-4 Family	B-2, Neighborhood Business	OFFICE PUD	P, Public/Institutional
R-1A, Single Family (1.0 ac.)	R-3B, up to 7 Family	B-3, General Business	Comm PUD, Commercial PUD	Surface Water
R-1B, Single Family (0.5 ac.)	R-3C, > 7 Family	B-4, Shopping Center	MF PUD, Multiple-Family PUD	ROW



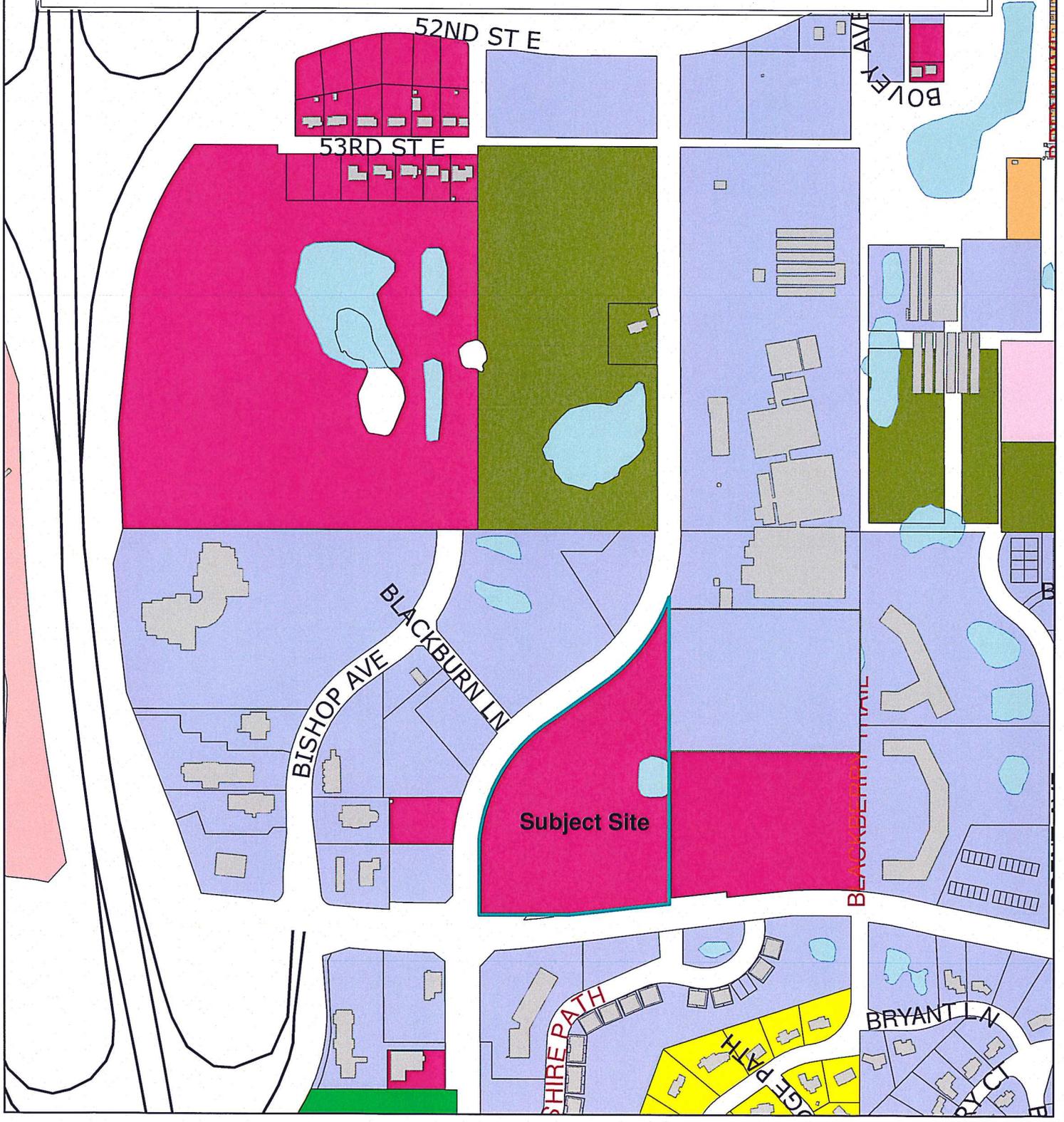


Proposed Zoning Case No. 11-01Z



Legend

par_own selection	R-1C, Single Family (0.25 ac.)	B-1, Limited Business	OFFICE PUD	Surface Water
A, Agricultural	R-2, Two-Family	B-2, Neighborhood Business	Comm PUD, Commercial PUD	ROW
E-1, Estate (2.5 ac.)	R-3A, 3-4 Family	B-3, General Business	MF PUD, Multiple-Family PUD	
E-2, Estate (1.75 ac.)	R-3B, up to 7 Family	B-4, Shopping Center	I-1, Limited Industrial	
R-1A, Single Family (1.0 ac.)	R-3C, > 7 Family	OP, Office Park	I-2, General Industrial	
R-1B, Single Family (0.5 ac.)	R-4, Mobile Home Park	PUD, Planned Unit Development	P, Public/Institutional	



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report, Scheduling a Public Hearing and Authorizing Design Services for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area (Babcock Trail to Cahill Avenue)

Meeting Date: December 12, 2011
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assist. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

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, Special Assessments, MSA Funds, Water and Sewer Funds

PURPOSE/ACTION REQUESTED

Consider resolution receiving feasibility report, scheduling a public hearing, and authorizing design services for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area.

SUMMARY

The project was initiated by the City Council as part of the City’s Pavement Management Program (PMP). At the September 12 regular meeting Council authorized engineering services and preparation of the feasibility report from Bolton & Menk, Inc. The project involves reconstruction or mill & overlay of public streets in the project area including milling, removals, excavation, subgrade correction, new curb and gutter, replacing water main hydrants and valves, sanitary sewer casting improvements, updates to the storm sewer system, bituminous pavement and appurtenant work. A detailed project description is included in the attached feasibility report.

The total estimated project cost is \$6,767,034. A multi-faceted funding package has been prepared to cover the project costs. It includes the Pavement Management Fund, Water and Sewer Funds, Municipal State Aid, and special assessments. A preliminary assessment roll is being prepared and will be available prior to the improvement hearing. An appraisal benefit analysis report has been completed by an independent appraiser, Metzen Appraisals. An overview of the appraiser’s benefit analysis is included in the attached feasibility report and a copy of the full report is available in the Engineering Division upon request.

When the feasibility report was authorized it was based on staff recommendations utilizing visual inspection and pavement conditions. After the geotechnical engineer, AET, completed the initial pavement cores and soil borings, they raised concern over four sections of roadway. Further cores and borings were obtained in these areas. AET’s final recommendation is to change four mill and overlay sections of roadway to reconstruction due to the poor pavement and subgrade conditions. The four sections are: Buckley Circle, Barbara Avenue, Barnes Avenue, and 68th Street east of Barnes Avenue.

At the intersection of 65th Street and Buckley is a known MPCA dump site. Further details on the site are described and depicted in the feasibility report. AET has proposed to test the area within the road bed in order to provide geotechnical and environmental guidance (if contaminants are present) for design and roadway construction.

Residents were notified of a neighborhood meeting. An explanation of the street changes from mill and overlay to reconstruction was included in that notification. The neighborhood meeting was held on December 1, 2011 with approximately 30 property owners in attendance. At this meeting staff learned about several drainage issues and various project related items that will be covered in preliminary design. There are storm outlets which need repair or extension to address major and minor erosion in back yards and park space. A concern came from residents of Cahill Court who are experiencing low water main pressure (around 40 psi). Staff is recommending we review options in the preliminary design and provide a letter and questionnaire to the Cahill Court residents to cover this concern and potential outcomes. Attendees at the meeting were generally supportive of the project; one resident on Cahill Court objected and one resident on 67th Street questioned the need for a full reconstruction. Further details of the neighborhood meeting are included in the attached feasibility report.

Included in the resolution is language that combines City Project No. 2012-09C Mill and Overlay and City Project No. 2012-09D Urban Street Reconstruction as one project under City Project No. 2012-09D due to the geotechnical investigation findings that changed most mill and overlay streets to street reconstruction.

I recommend passage of the resolution receiving the feasibility report, scheduling a public hearing, and authorizing design services for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area.

SWD/kf

Attachments: Resolution
Project Area Map
Feasibility Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION RECEIVING FEASIBILITY REPORT, SCHEDULING PUBLIC HEARING AND AUTHORIZING DESIGN SERVICES FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, URBAN STREET RECONSTRUCTION, CITY PROJECT NO. 2012-09D – 65TH STREET AREA (BABCOCK TRAIL TO CAHILL AVENUE)

WHEREAS, on April 11, 2011, during initial approval of the project authorizing geotechnical services, there were two projects cited: City Project No. 2012-09C – Mill and Overlay and City Project 2012-09D – Urban Street Reconstruction; and

WHEREAS, based on the geotechnical investigation findings, most of the streets in City Project No. 2012-09C Mill and Overlay were changed to street reconstruction; and due to these changes, City Project No. 2012-09C – Mill and Overlay will be eliminated and incorporated into City Project No. 2012-09D, Urban Street Reconstruction, City Project No. 2012-09D – 65th Street Area (Babcock Trail to Cahill Avenue).

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2012 Pavement Management Program, Urban Street Reconstruction, City Project No. 2012-09D – 65th Street Area (Babcock Trail to Cahill Avenue) for the following project:

<u>Project No.</u>	<u>Improvements</u>
2012-09D	Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, concrete sidewalk replacement/repair, storm sewer, sanitary sewer repairs, water main replacement, water main valve and hydrant replacements, appurtenances and restoration on the following streets:

Street Reconstruction Portion

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, 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, Barbara Avenue from 65th Street to 67th Street, 67th Street from Babcock Trail to its east terminus, 68th Street from Barnes Avenue to its east terminus, Barnes Avenue from 67th Street to 68th Street, Cahill Court from Cahill Avenue to its west terminus.

Mill and Overlay Portion

Bordeaux Ct from 65th Street to its north terminus, 68th Street from Babcock Trail to Barnes Avenue.

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

Said report is hereby received by the City Council of the City of Inver Grove Heights on December 12, 2011.

1. The City Council will consider the above-mentioned improvements 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 \$6,767,034.
2. A public hearing will be held on such improvements at 7:00 p.m. on Monday, January 23, 2012 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. Design services by Bolton & Menk, Inc. are hereby authorized.

Adopted by the City Council of Inver Grove Heights this 12th day of December, 2011.

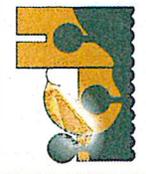
AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

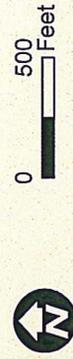


**CITY PROJECT NO. 2012-09D
URBAN STREET RECONSTRUCTION
65TH STREET NEIGHBORHOOD**

Legend

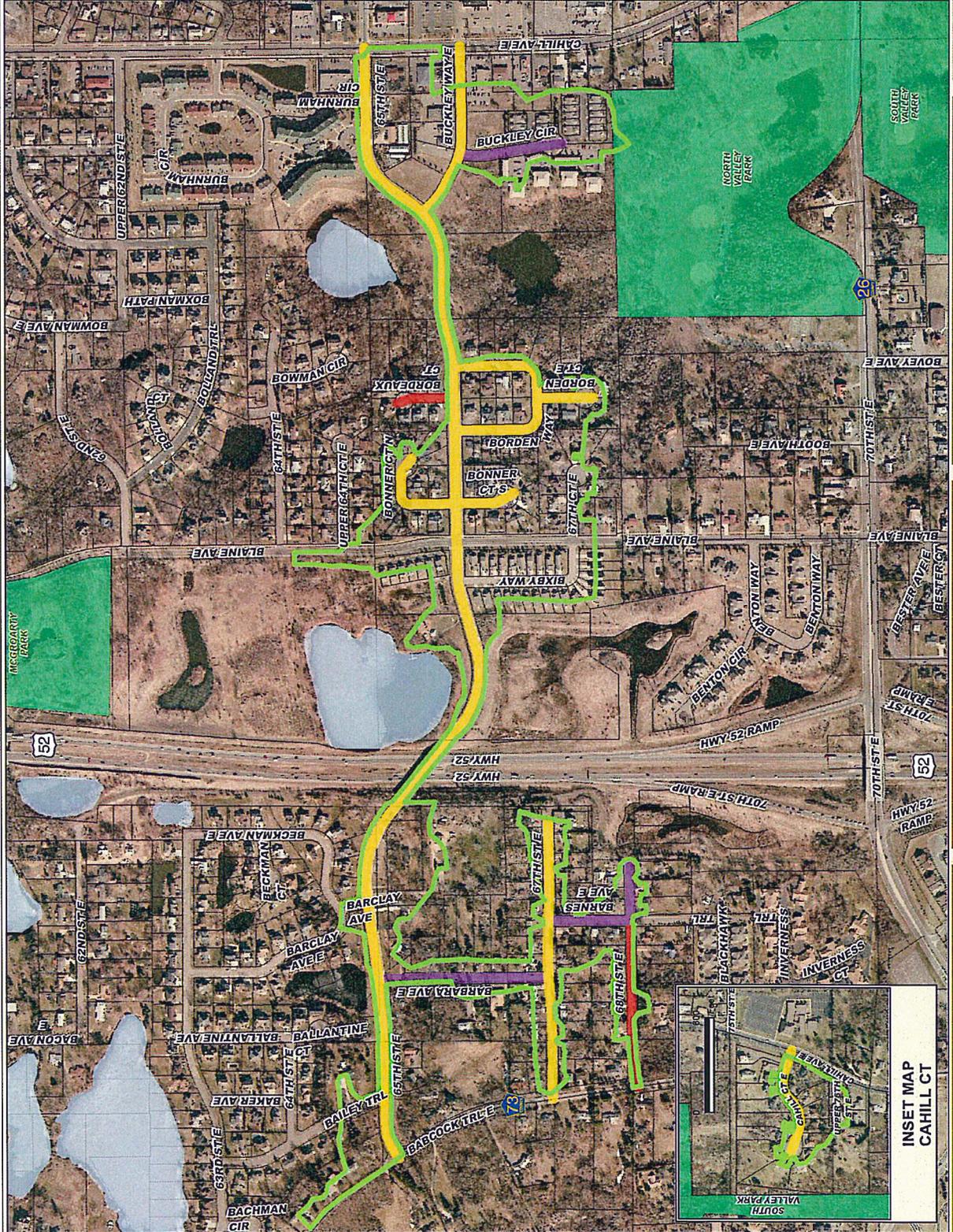
- Reconstruction
- Mill & Overlay
- Revised To Full Street Reconstruction
- Drainage Boundary
- Protected Waters - Basins
- Parks
- Parcels

Source: Dakota County, MNDNR



Project Location Map

October, 2011



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Improvement Program, City Project No. 2011-08 – 66th Street from Concord Boulevard to the Swing Bridge Pier at the Mississippi River.

Meeting Date: December 12, 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

SAT

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, Water Fund, Sewer Fund, Parks Fund, DNR Grant, State Bonding Grant

PURPOSE/ACTION REQUESTED

Consider resolution receiving feasibility report and scheduling public hearing for the 2011 Pavement Improvement Program, City Project No. 2011-08 – 66th Street from Concord Boulevard to the Swing Bridge Pier at the Mississippi River.

SUMMARY

The project was initiated by the City Council as part of the Heritage Village Park Master Plan in conjunction with the Rock Island Swing Bridge. Two different options for the project are being considered. In the first option, Option A, the project consists of a mill and overlay on portions of 66th Street, reconstruction of the intersection of 66th Street and Doffing Avenue utilizing new right-of-way, construction of the 66th Street parking lot for visitors to the Swing Bridge Pier, modifications and overlaying the existing pavement as a trail to the Swing Bridge Pier, extending sanitary sewer and water service to the future restroom/kiosk at the trailhead and the paving of the existing railroad embankment from 66th Street to a future deck overlook, and from the overlook to River Road. In the second option, Option B, the project consists of a mill and overlay for all of 66th Street from Concord Boulevard to Donnelly Avenue utilizing existing right-of-way, construction of the 66th Street parking lot for visitors to the Swing Bridge Pier, modifications and overlaying the existing pavement as a trail to the Swing Bridge Pier, extending sanitary sewer and water service to the future restroom/kiosk at the trailhead and the paving of the existing railroad embankment from 66th Street to a future deck overlook, and from the overlook to River Road. A detailed project description is included in the attached feasibility report.

The total estimated project cost for Option A is approximately \$1,200,000. The total estimated project cost for Option B is approximately \$920,000. The proposed project will receive funding from several sources. The Pavement Management Fund, Dakota County Turnback Funds, Parks Fund and Grants, the Water Fund, the Sanitary Fund, Railroad Funds and special assessments are anticipated to be utilized to finance this project.

For Option A, 66th Street will be slightly widened to 28 feet from Concord Boulevard to Doffing Avenue. 66th Street will be widened to 32 feet from Doffing Avenue to Donnelly Avenue. Doffing Avenue will be widened to 40 feet. Donnelly Avenue will be widened to 32 feet at the intersection with 66th Street. Additional right-of-way needs to be secured for this option.

For Option B, 66th Street will be slightly widened to 28 feet from Concord Boulevard to Donnelly Avenue. Doffing Avenue will be widened to 32 feet at the intersection with 66th Street. Donnelly Avenue will be widened to 32 feet at the intersection with 66th Street. Existing right-of-way is sufficient for this option.

I recommend passage of the resolution accepting the feasibility report and calling for a public hearing for the 2011 Improvement Program, City Project No. 2011-08 – 66th Street from Concord Boulevard to the Swing Bridge Pier at the Mississippi River on January 23, 2012.

TJK/kf

Attachments: Resolution
Feasibility Report
Project Area Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING PUBLIC HEARING FOR THE 2011
IMPROVEMENT PROGRAM, CITY PROJECT NO. 2011-08 – 66TH STREET FROM CONCORD BOULEVARD
TO THE SWING BRIDGE PIER AT THE MISSISSIPPI RIVER

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2011 Improvement Program for the following project:

Project No. **Improvements**

2011-08 **Option A:** Mill and Overlay, Street Reconstruction and Intersection Realignment, Parking Lot Construction, and Trail Construction

Mill & Overlay Construction

The mill and overlay portion will include 66th Street from Concord Avenue going east to Doffing Avenue.

Street Reconstruction and Intersection Realignment

The reconstruction portion will include 66th Street from Doffing Avenue to Donnelly Avenue and Doffing Avenue from 66th Street, going north 400 feet. The intersection of 66th and Doffing will be realigned in accordance to the City's Heritage Village Park Master Plan.

Parking Lot Construction

Parking lot construction will occur south of 66th Street between Doffing Avenue and Donnelly Avenue.

Trail Construction

Trail construction occurs along 66th Street from Concord Boulevard to the Mississippi River and along the abandoned railroad grades from the Mississippi river to 66th Street and from the Mississippi River to River Road.

Utility Service Extensions

Sanitary sewer and water service extensions will occur to the future building southeast of the parking lot.

Option B: Mill and Overlay, Parking Lot Construction, and Trail Construction

Mill and Overlay Construction

The mill and overlay portion will include 66th Street from Concord Boulevard going east to Donnelly Avenue, Doffing Avenue from 66th Street, going north 200 feet, and Donnelly Avenue from 66th Street going north 40 feet.

Parking Lot Construction

Parking lot construction will occur south of 66th Street between Doffing Avenue and Donnelley Avenue.

Trail Construction

Trail construction occurs along 66th Street from Concord Boulevard to the Mississippi River and along the abandoned railroad grades from the Mississippi River to 66th Street and from the Mississippi River to River Road.

Utility Service Extensions

Sanitary sewer and water service extensions will occur to the future building southeast of the parking lot.

Said report is hereby received by the City Council of the City of Inver Grove Heights on December 12, 2011.

1. The City Council will consider the above-mentioned improvements 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 \$1,200,000.
2. A public hearing will be held on such improvements at 7:30 p.m. on Monday, January 23, 2012 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.

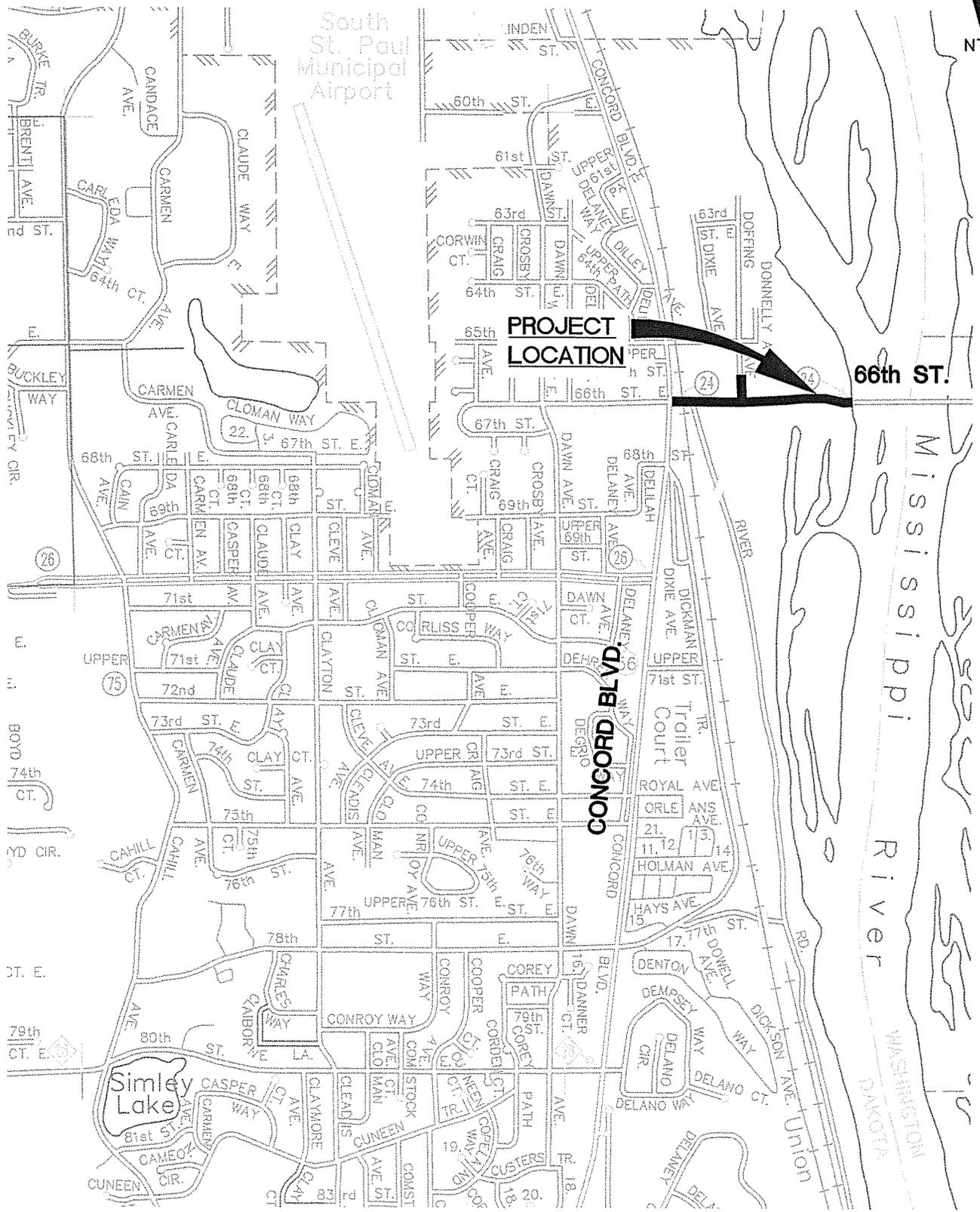
Adopted by the City Council of Inver Grove Heights this 12th day of December 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



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PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

FILE NO.
116692
DATE:
6/16/11

**66TH STREET RECONSTRUCTION
PROJECT LOCATION MAP
INVER GROVE HEIGHTS,
MINNESOTA**

**FIGURE
1**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Establishing Utility Rates for 2012

Meeting Date: December 12, 2012
Item Type: Regular
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SAT*

- 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 two separate resolutions establishing water and sanitary sewer rates for 2012.

SUMMARY

For the past several years, the City has adjusted water and sanitary sewer rates based upon recommendations in a rate study that was completed by our financial consultant, Ehlers and Associates. Those rate adjustments have been 2.5% for water and 3.5% for sanitary sewer.

I recommend passage of the two resolutions adjusting utility rates in 2012, with water rates increasing by 2.5% and sanitary sewer rates increasing by 3.5%.

SDT/kf
Attachment: Resolutions

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WATER UTILITY RATES EFFECTIVE JANUARY 1, 2012

WHEREAS, Title 8, Chapter 2, Section 8-2-10A of the City Code states that the City Council shall determine water rates by resolution.

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

Water utility usage rates, commencing January 1, 2012 for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less.....	\$20.11 per quarter
6,001 – 20,000 gallons	\$2.33 per 1,000
20,001 – 40,000 gallons	\$2.69 per 1,000
40,001 and more gallons	\$2.90 per 1,000

The minimum charge per quarter shall be \$20.11

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$6.71 per unit/month
2,001 – 7,000 gallons	\$2.33 per 1,000
7,001 – 13,000 gallons	\$2.69 per 1,000
13,001 and more gallons	\$2.90 per 1,000

The minimum charge per unit per month shall be \$6.71

Commercial/Institutional/Industrial

The first 2,000 gallons or less.....	\$6.71 per month
2,001 – 7,000 gallons	\$2.33 per 1,000
7,001 – 13,000 gallons	\$2.69 per 1,000
13,001 and more gallons.....	\$2.90 per 1,000

The minimum charge per month shall be \$6.71

Special Senior Rates

0 – 6,000 gallons per quarter.....	\$9.85 per quarter
6,001 and more gallons.....	Same as applicable rate above

Adopted this 12th day of December 2011 by the City Council of Inver Grove Heights.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SEWER UTILITY RATES EFFECTIVE JANUARY 1, 2012

WHEREAS, Title 8, Chapter 4, Section 8-4-6 of the City Code states that the City Council shall determine sewer rates by resolution.

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

Sewer utility usage rates, commencing January 1, 2012, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	\$26.09 per quarter
All over 6,000 gallons	\$3.29 per 1,000 gallons

The minimum charge per quarter shall be \$26.09

Multi-Family/Mobile Homes

The first 2,000 gallons or less	\$8.69 per unit/per month
All over 2,000 gallons	\$3.29 per 1,000 gallons

The minimum charge per unit per month shall be \$8.69

Commercial/Institutional/Industrial

The first 2,000 gallons or less	\$8.69 per month
All over 2,000 gallons	\$3.29 per 1,000 gallons

The minimum charge per month shall be \$8.69

Adopted this 12th day of December 2011 by the City Council of Inver Grove Heights.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Establishing Storm Water Utility Fee Schedule

Meeting Date: December 12, 2011
 Item Type: Regular
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *STX*

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: Replaces budget reductions

PURPOSE/ACTION REQUESTED

Consider a resolution establishing a storm water utility fee schedule.

SUMMARY

At its July 25, 2011 study meeting, the City Council directed staff to proceed with preparation of a fee schedule for a storm water utility that would generate annual revenue of \$300,000 (approximately a 50 percent reduction from the fee schedule budget that was considered in 2009). In addition, staff was directed to remove current storm water related expenditures from the proposed 2012 budget to help offset the new storm water utility fee that property owners would be paying. The proposed 2012 budget had costs removed for contract storm water system maintenance and annual dues for Watershed Management Organizations the City is part of, and the group that represents cities at the MPCA in regard to federal storm water permit issues.

A draft fee schedule was prepared and presented on the City’s website and in an issue of Insights. Staff continued to refine the fee schedule, checking to confirm that parcels were in the correct fee category. A series of four public information meetings were held, with a fee schedule that was updated based on the status of parcel review at that time. The final schedule being presented has been revised further, based on the results of the City-wide parcel review.

Fee Structure Development

The Inver Grove Heights storm water utility assigns costs to parcels based on the premise that parcels that have a high percentage of impervious surfaces, which generate large volumes of runoff, such as commercial and industrial area, would be charged more than land uses that have a small amount of impervious surface, which generate less runoff, such as single-family residential area.

The storm water utility would provide a dedicated funding source (that would not be affected by future levy limits imposed by the State Legislature) for the many mandated storm water system management tasks the City must complete annually. The storm water utility fee also provides for payment of fees by parcels that are tax-exempt (and therefore currently do not pay for operation and maintenance of the storm water management system).

The following activities were completed to establish a storm water utility rate structure for the City of Inver Grove Heights:

- Group parcels into utility groups (15) based on zoning and existing land use
- Using code-allowed percent impervious, or measured percent impervious for parcels in a utility group, calculated storm water runoff volume using actual rainfall for April through November from 1995 to 2004
- Using one acre of single-family residential property as the reference (given a value of 1.0); the residential equivalency factor (REF) for each utility group was determined by the ratio of the runoff volume for an acre of given utility group land to that an acre of single-family residential land.
- The base fee for a parcel is determined by multiplying the (REF) X (the base rate) to get the per acre or per lot charge. The surcharge fee amount is calculated the same way, using the surcharge rate in place of the base rate.
- The fee structure has three different final rates. The "Rural" rate is for parcels that are agricultural, vacant, undeveloped, or open space; and for undeveloped land in the Northwest Area. The "Urban" rate is for developed parcels served by a storm sewer system that is maintained by the City. The "NWA Developed" rate is for developed property in the NWA. Rural property is charged the base rate, urban property is charged the base rate plus the urban surcharge rate, and developed property in the NWA is charged the base rate plus the NWA developed surcharge rate.

The fee calculations included a reduction in parcel acreage for mapped wetland areas. The proposed fee uses a minimum per parcel annual fee of \$6.00. This was established to insure that annual costs for city-wide planning/management/permit tasks are covered.

Fee Credits

The fee structure is set up to provide a credit toward the surcharge portion of the fee for parcels with storm water management facilities that the property owners maintains per a Storm Water Facilities Maintenance Agreement, a Development Contract or an Improvement Contract with the City. This credit system is still in development, as staff is reviewing development file archives to identify all of the affected parcels. To date, we have about 65 parcels that will be eligible for a credit. The final credit amounts will be determined prior to implementation of billing for utility fees.

Appeal Process

Property owners may appeal their storm water utility fee by providing data demonstrating that the actual storm water runoff volume from their site is substantially different from the calculations for the utility group their parcels are included in. The City has prepared a form which must be completed as part of the appeal process. These appeals should be made to the utility administrator who may make adjustments to individual parcels based on the information provided. However, in no circumstances shall adjustments to the utility fee be made retroactive.

Should the proposed adjustment affect the charge and the calculation for all or substantially all of the land uses in a particular utility group, the administrator will bring the proposed adjustments to this classification before the City Council who will consider modifying and amending the fee for that utility group.

Should a property owner determine that the utility administrator has erred in the decision to adjust rates per parcel, they may appeal the utility administrator's decision to the City Council.

Rate Adjustments

The Storm Water Utility fee rates and structure may be modified based on the storm water needs of the City. Adjustments to the Storm Water Utility fee rates and structure can only be made by the City Council. It is recommended that the Council consider fee adjustments over a number of years; removing current general fund budget items and replacing them with storm water utility fees.

The final proposed fee schedule for 2012 is shown below:

PROPOSED 2012 STORM WATER UTILITY FEES

Storm Water Utility Group		REF	Per Lot (L) or Acre (A)	Rural (Base Fee)		Urban (Base + Surcharge)		NWA Developed (Base + Surcharge)	
				Monthly	Annual	Monthly	Annual	Monthly	Annual
Single-Family Residential	R-1A	0.7	L	\$ 0.92	\$ 11.09	\$ 2.68	\$ 32.11	\$ 8.03	\$ 96.32
	R-1B	0.9	L	0.59	7.13	1.72	20.64	5.16	61.92
	R-1C	1.0	L	0.50	6.00	1.27	15.26	3.82	45.87
	Estate (5 ac cap)	0.5	A	0.66	7.92	1.91	22.94	5.72	68.60
Multiple Family Residential ⁽¹⁾	R-2 (Duplex/Twinhomes)	1.1	A	1.45	17.42	4.20	50.45	12.61	151.36
	R-3 (6+ units/ac)	1.3	A	1.72	20.59	4.97	59.62	14.91	178.88
	R-4 (Manufactured Home)	1.5	A	1.98	23.76	5.73	68.78	17.20	206.40
Other	Agricultural/Open Space (10 ac cap)	0.3	A	0.40	4.75 ⁽²⁾	1.15	13.75	0.40	4.75 ⁽²⁾
	Business District	2.2	A	2.90	34.85	8.40	100.85	25.23	302.72
	General Business	2.9	A	3.83	45.94	11.08	132.96	33.25	399.04
	Shopping Center	2.5	A	3.30	39.60	9.55	114.62	28.67	344.00
	Industrial	2.1	A	2.77	33.26	8.02	96.29	24.08	288.96
Public/Institutional	Schools/Churches/Other	1.3	A	1.72	20.59	4.97	59.62	14.91	178.88
	Golf Courses/Cemeteries/Parks	0.3	A	0.40	4.75 ⁽²⁾	1.15	13.75	3.44	41.28
	City Facilities	2.2	A	2.90	34.85	8.40	100.85	25.23	302.72

⁽¹⁾ For multiple family housing developments with a homeowners association (HOA), the fee will be changed one of three ways at the desire of the HOA. 1) The total fee for all parcels in the HOA, including common areas, will be divided equally among all tax parcels with living units. 2) The total fee will be billed to the HOA. 3) The common area parcel fee will be billed to the HOA and the individual living unit parcel fee billed to the owner of said tax parcel.

⁽²⁾ The minimum annual fee per parcel is \$6.00.

Implementation of Billing

If adopted, actual billing would likely not begin until the third quarter of 2012, due to the need to add the item to existing utility customer bills and the need to establish accounts for parcels currently not served by utilities. New customers will likely be billed either annually or bi-annually.

I recommend approval of the resolution establishing storm water utility rates.

SDT/kf

Attachment: Resolution

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

RESOLUTION ESTABLISHING STORM WATER UTILITY RATES EFFECTIVE JANUARY 1, 2012

RESOLUTION NO. _____

WHEREAS, Ordinance No. 1155, approved June 11, 2007, created a storm water utility; and

WHEREAS, Ordinance No. 1155 provided for the establishment and imposition of fees to pay the normal, reasonable, and current costs of constructing, operating, maintaining and improving the storm water management system; and

WHEREAS, a fee schedule has been developed that considers the relative use of the storm water management system by different types of land uses.

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

Monthly storm water utility rates, commencing January 1, 2012 are established as follows:

Storm Water Utility Group		Per Lot (L) or Acre (A)	Rural	Urban	NWA Developed
			(Base Fee)	(Base + Surcharge)	(Base + Surcharge)
			Monthly	Monthly	Monthly
Single-Family Residential	R-1A	L	\$ 0.92	\$ 2.68	\$ 8.03
	R-1B	L	0.59	1.72	5.16
	R-1C	L	0.50	1.27	3.82
	Estate (5 ac cap)	A	0.66	1.91	5.72
Multiple Family Residential	R-2 (Duplex/Twinhomes)	A	1.45	4.20	12.61
	R-3 (6+ units/ac)	A	1.72	4.97	14.91
	R-4 (Manufactured Home)	A	1.98	5.73	17.20
Other	Agricultural/Open Space (10 ac cap)	A	0.40 ⁽¹⁾	1.15	0.40
	Business District	A	2.90	8.40	25.23
	General Business	A	3.83	11.08	33.25
	Shopping Center	A	3.30	9.55	28.67
	Industrial	A	2.77	8.02	24.08
Public/ Institutional	Schools/Churches/Other	A	1.72	4.97	14.91
	Golf Courses/Cemeteries/Parks	A	0.40 ⁽¹⁾	1.15	3.44
	City Facilities	A	2.90	8.40	25.23

⁽¹⁾The minimum annual fee per parcel is \$6.00.

These fees shall be included in the existing utility billing for parcels on City sewer or water, or they will be a new billing for parcels not on City sewer or water.

Adopted this 12th day of December 2011 by the City Council of Inver Grove Heights.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

December 2011

Financing Plan for the 2012 – 2016 Capital Improvement Plan

City of Inver Grove Heights,
Minnesota



Prepared By:

City Staff

And

Ehlers

Table of Contents

Introduction and Summary	1
Project Funds	8
Tax Rate Impact	10
Policy Considerations	12
Recommendations	13
Exhibits	14

Introduction and Summary

The City of Inver Grove Heights has undertaken a multi-year financing plan for its capital improvement plan (CIP). Going beyond the basic “what, when, where and cost” that is typical of many CIPs, a CIP financing plan puts the CIP into a larger context of cash and debt funding sources and the future fiscal impacts of those funding choices. The goal of the present CIP financing plans is to optimize the use of the City’s resources in funding capital projects, and to develop a coherent, equitable framework that helps to explain the City’s spending decisions to Inver Grove Heights residents and taxpayers.

The purpose of this study is to create a 2012-2016 CIP financing plan that reflects all relevant capital project information, match anticipated project expenditures with cash and/or debt funding sources, and identify the impact of future debt service on user fees and property tax rates over the next five years. The 2012-2016 CIP study will comply with the capital improvement plan requirements of Minnesota Statutes 475.521, thereby facilitating the future issuance of G.O. Capital Improvement Plan Bonds, as appropriate or necessary.

The Capital Improvement Plan as shown below includes capital as presently anticipated for non-utility related funds. The funds shown in the model include the General Fund, Park related funds, Host Community, Pavement Management and City Facilities. We have included the Golf Course Enterprise Fund in the analysis because of its ongoing financial condition. We have not included Water or Sewer Enterprise Funds because the assumption is that these funds operate similar to a business and capital projects are funded by rates and charges, rather than general property taxes. We also have not included any anticipated Storm Sewer Utility Fund. There is currently identified needs as relates to storm sewer management and a funding source needs to be identified.

The 2012 CIP financing plan includes detailed assumptions and forecasts for the City General Fund revenues and expenditures in 2012 through 2016. This detail should help the City monitor the overall accuracy of the General Fund cashflow estimates in future years, and to make adjustments as necessary. The detailed analysis includes estimations of changes in tax base.

The City’s 2012-2016 Capital Improvement Plan anticipates \$44.8 million of non-utility City expenditures over the 5-year planning period. This compares to the \$43.6M over the five year period of 2011 to 2015 in the prior year report. The funds include: General Fund, Park Acquisition, Park Maintenance, Host Community, Community Projects, Pavement Management, Closed Bond, City Facilities, Golf Enterprise, Local Improvement and the Community Center. Expected capital expenditures for the years 2012 through 2016 are as follows:

• 2012:	\$ 9,315,100
• 2013:	\$ 10,462,200
• 2014:	\$ 8,376,397
• 2015:	\$ 10,577,500
• 2016:	\$ 6,062,200
Total:	<u>\$*44,793,397</u>

*The amounts listed above are not inflated and are based on staff estimates. The proposed capital costs for the projects are increased for inflation on the fund summaries, that are found in Exhibits B-M

The same \$44.8 million of non-utility CIP expenditures grouped by fund are as follows:

• Parks Acquisition	\$ 6,104,697
• Park Maintenance	\$ 1,727,500
• Host Community	\$ 950,000
• Community Projects	\$ 325,000
• Pavement Management	\$ 20,370,200
• City Facilities	\$ 8,450,000
• Golf Enterprise	\$ 866,000
• Local Improvement	\$ 4,905,000
• Community Center	\$ 1,095,000
Total:	<u>\$*44,793,397</u>

It has been the City's practice to issue bonds for pavement management projects and to assess a portion of the costs to benefitting property owners. This has been reflected in the Exhibits that follow this report. We have estimated that G.O. Improvement Bonds issued for pavement management projects will mature over 15 years. The impact of the debt levy required is shown on Exhibit A for these projects.

The Exhibits that follow this report do not include bonded debt for projects other than pavement management. The Exhibits are designed to illustrate to the Council the amount of cash shortfall absent bonding. The impact of issuing bonds for pavement management project costs in excess of other revenues sources, such as special assessments and grants and state aid, is illustrated on

page 11. As the planning period progresses and the City selects specific projects to be completed, certain types of bond issues may be combined, reducing issuance costs.

We have not assumed any use of the City's General Fund balance or the City's annually budgeted operating contingency to "buy down" the estimated impact on future property taxes.

The property tax rate and dollar amount estimates that follow incorporate several assumptions that each have a significant impact on the calculated results for Tax Years 2012 through 2016.

- 2% annual increases in non-property tax revenues;
- 3% annual increase in General Fund operating costs;
- 4% inflation on Capital Project costs, starting from the \$44.8 million in costs identified in the City's 2012-2016 CIP.
- Decrease in the payable 2012 taxable tax capacity of approximately \$2,128,000. The 2012 taxable tax capacity for the City is \$28,625,516. One factor that will affect the final payable 2012 tax rate will be the effect of the market value exclusion. The Minnesota State Legislature enacted a law that discontinues the market value homestead credit program. Residential properties that are valued less than \$414,000 will have a portion of their market value excluded from the property tax calculation. The result will be a net decrease to the City's taxable tax capacity and a resulting increase in the tax rate, given the assumption that the levy does not change from the preliminary payable 2012 levy that was recently adopted. We are assuming that City's tax capacity will decrease further in payable 2013, remain flat in 2014 and then begin to recover in 2015.
- Stable General Fund balance at roughly \$6.2 million, with no planned draw-downs to mitigate estimated property tax levy impacts.

The table below illustrates the effect of capital improvement projects and the related debt levy on the tax rate, given the assumptions for debt and tax base. The table only includes the debt related levy for pavement management projects. The table that is shown on page 12 shows the effect of funding the entire capital improvement projects list.

General Fund	2011	2012	2013	2014	2015	2016
<i>City Tax Capacity Rate</i>	43.168%	44.774%	48.314%	50.742%	51.456%	51.553%
<i>% Change in Rate</i>	3.38%	3.72%	7.91%	5.03%	1.41%	.19%
<i>City Property Tax on Residential Property</i>	\$791	\$800	\$853	\$895	\$919	\$954
<i>Example Residential Market Value</i>	\$202,200	\$198,000	\$196,100	\$196,100	\$198,000	\$204,000
<i>(includes assumptions for market value homestead credit (pay 2011) and market value exclusion in future years)</i>						

Finally, it is important to point out that while the City has developed a Capital Improvement Plan, the plan represents a conceptual overview of the City's capital improvement needs over the next 5 years and as such is a planning tool. The presence of any particular capital expenditure and the designation of an anticipated funding source or sources do not authorize the acquisition of an asset or construction of a project. The actual asset/project must be specifically authorized by the City Council as part of each year's formal budgeting process.

The conclusions and recommendations resulting from this study are based on information provided to Ehlers. The City will periodically review and update the Capital Improvement Plan to reflect the actual cost of capital projects as they are completed and to incorporate any changes in anticipated future capital improvements (e.g. timing, cost, funding sources).

The discussion that follows provides a summary of capital project activity by fund and how capital improvement activity in these four areas is anticipated to affect the General Fund.

The summary table below shows the proposed capital projects, by year. These amounts have not been inflated. The impact of inflation is found on the Fund Summaries that are shown on Exhibits B through M.

Five Year CIP (Non Utility Fund Projects) Exhibit	General Fund	Park Acquisition	Park Maintenance	Park C	Host Community	Community Projects	Pavement Management	Closed Bond	City Facilities	Golf Enterprise	Local Improvement	Community Center	Yearly Total
	A	B	C	D	E	F	G	H	I	J	K		
2012													
Heritage Village Prk	300,000												
Rock Island swing bridge	200,000												
Park equipment	500,000	140,000		150,000								107,000	
Property acquisition			28,000										
Park trail and/or parking lot													
Archery	50,000												
Pavement Management Program						6,132,000							
Basketball court			18,000										
Bituminous replacement				200,000					122,000		450,000		
80th St-east of TH 3													
Emerald Ash Borer			33,000										
Dog park	200,000												
Cliff Road											90,000		
NV Trail	50,000												
CIP			119,100							30,000			396,000
Total Year (not inflated)	-	1,300,000	338,100	350,000	-	6,132,000	-	-	152,000	540,000	503,000	9,315,100	
2013													
Heritage Village Prk	300,000												
Park trail and parking lot			50,000										
Park equipment			140,000	150,000									
Property acquisition													
Rich Valley picnic shelter	125,000												
Pavement Management Program						4,854,200							
Fire Station								3,200,000					
Bituminous replacement									122,000		475,000		
80th St-east of TH 3													
Emerald Ash Borer			33,000										
Cold storage building											200,000		
Akron Avenue													
Cliff Road													
CIP			115,000										308,000
Total Year (not inflated)	-	425,000	338,000	150,000	-	4,854,200	-	3,200,000	512,000	675,000	308,000	10,462,200	

Five Year CIP (Non Utility Fund Projects)	General Fund	Park Acquisition	Park Maintenance	Park C	Host Community	Community Projects	Pavement Management	Closed Bond	City Facilities	Golf Enterprise	Local Improvement	Community Center	Yearly Total
Exhibit	A	B	C	D	E	F	G	H	I	J	K		
2014													
Heritage Valley Prk-Remediation		300,000											
Park equipment		355,000	140,000										
Seidl's Lake Park			14,000										
Park Trail and Parking Lot		2,569,697											
Park Trail-NW area		700,000		150,000									
Property acquisition							2,339,400						
Pavement Management Program													
Rich Valley field lighting		5,000											
Fire Station													
Landscape irrigation									80,000				
Bituminous replacement									122,000				
Emerald Ash Borer			33,000										
80th St-east of TH 3											765,000		
Akron Avenue													
NW Area Park A		400,000											
Upper 55th St-Babcock to Robert													
Cliff Road			119,300										284,000
CIP													
Total Year (not inflated)	-	4,329,697	306,300	150,000	-	2,339,400	-	-	202,000	765,000	284,000	8,376,397	
2015													
Heritage Valley Prk													
Rich Valley picnic shelter													
Park equipment													
Seidl's Lake Park								5,250,000					
Maintenance facility expansion													
Park Trail and Parking Lot			133,000	150,000									
Property acquisition													
Cold storage building													
Bituminous replacement													
Pavement Management Program							4,776,500						
Alverno Ave													
Akron Ave													
70th S/TH3 roundabout			33,000										
Emerald Ash Borer			235,000										
CIP													
Total Year (not inflated)	-	-	401,000	150,000	-	4,776,500	-	5,250,000	-	-	-	-	10,577,500

Five Year CIP (Non Utility Fund Projects) Exhibit	General Fund	Park Acquisition	Park Maintenance	Host Community	Community Projects	Pavement Management	Closed Bond	City Facilities	Golf Enterprise	Local Improvement	Community Center	Yearly Total
	A	B	C	D	E	F	G	H	I	J	K	
2016												
Park Trail-NW Area										655,000		
70th St/TH3 roundabout												
Heritage Valley Pk					325,000							
Arbor Point street lighting												
Field lighting at Rich Valley Athl												
City hall pond		50,000										
Park equipment			140,000									
Park Trail and Parking Lot			5,600									
Basketball court												
Property acquisition				150,000								
Landscape irrigation												
Pavement Management Program						2,268,100						
Alverno Avenue										400,000		
80th St-Phase III										220,000		
Upper 55th St-Babcock to Robert										500,000		
Emerald Ash Borer			33,000									
80th St-east of TH 3			165,500							1,150,000		
CIP												
Total Year (not inflated)	-	50,000	344,100	150,000	325,000	2,268,100	-	-	-	2,925,000	-	6,062,200
Total All (not inflated)	-	6,104,697	1,727,500	950,000	325,000	20,370,200	-	8,450,000	866,000	4,905,000	1,095,000	44,793,397

Funds

General Fund (Exhibit A)

Exhibit A shows the General Fund operations and property tax levy. Included are existing levies for debt, which include Permanent Improvement Revolving debt, equipment certificates and Improvement projects. The model also includes the above mentioned assumptions for tax base. The model shows transfers out to other funds and does include any specific capital improvement project to be funded out of the General Fund. It should be noted that equipment replacement is funded through the operating budgets and a separate schedule is not included here. We have not assumed any increase in ending fund balance for the General Fund.

Park Acquisition Fund (Exhibit B)

The Park Acquisition and Development Fund accounts for park dedication fees, related revenues and park and trail improvements. The projects in the CIP include park improvements, play equipment and park shelters. This fund has a beginning cash balance of \$1,252,320 for 2011. The total park improvements included in this fund equal approximately \$6.7 million when inflated by 2% to 4% per year. We are not assuming any park dedication fees or any revenues other than interest. Therefore, the ending balance is expected to be negative by year end 2012.

Park Maintenance Fund (Exhibit C)

This fund accounts for the cost to maintain existing parks. This fund will receive an annual transfer from the General Fund in the amount of \$150,000 per year. Additional transfers have been programmed as coming from the City Facilities Fund and the Host Community Fund. Park dedication fees cannot be used for maintaining existing parks. The inflated capital costs from 2012 to 2016 equal \$1.9 million. The additional transfers generally provide for cashflow for the fund. The City should monitor and adjust these transfers as necessary. The model shows a negative cash balance by year end 2016.

Host Community Fund (Exhibit D)

This fund accounts for revenues received from agreements related to solid waste disposal/storage. This fund receives approximately \$1.4 to \$1.5 million per year from these agreements. The proposed projects include property acquisition and the 80th Street project. This fund also accounts for an annual transfer to the General Fund and to the Community Center Fund. We have also included in the model, a transfer out of approximately \$500,000 per in 2011 and 2012 to fund economic development, which is shown on Exhibit M. The Host Community Fund will have adequate cash balances with the proposed capital expenditures and transfers as shown.

Community Projects (Exhibit E)

This fund accounts for resources reserved for future community improvement projects. One capital project is projected for 2016. The model shows projected transfers out for the Community Center and the General Fund.

Pavement Management (Exhibit F)

This fund accounts for the project costs and the related special assessment revenue used to finance the City's yearly Pavement Management Program. This fund receives an annual transfer from the General Fund and various utility funds. We have included bonded debt to finance the non-assessable portion of special assessments and the related property tax levy is included in Exhibit A. This fund will continue to have positive cash balances given the assumptions for debt issuance, term and special assessment revenues.

Closed Bond (Exhibit G)

This fund accounts for monies that remain in debt service funds after the debt has been fully paid. The fund shows a modest transfer in, in 2011, from one closed debt issue. The model shows adequate cash balances after contributions to reduce the debt levy.

City Facilities (Exhibit H)

This fund accounts for costs related to maintaining City Hall and the Fire Stations. The project slated for this fund is the Fire Station in 2013 and a Maintenance Facility Expansion in 2015. Sufficient funds do not exist for these projects. This \$3.2 million project puts the fund into a negative in 2013. We have not included bonded debt or property tax levy in the model.

Golf Course Enterprise (Exhibit I)

This fund accounts for the revenues and expenses related to operating the Golf Course. The projects included in the model include irrigation, a cold storage building and bituminous replacement. This fund's historical operations have not been sufficient to cover operating expenses. This fund is also obligated to pay the \$3,940,000 Golf Course Refunding Bonds of 2003. The annual debt service is approximately \$450,000. This debt is paid off in 2014. Operations have not been sufficient to pay this debt and the fund has a negative beginning cash balance in 2011. Funds are also not sufficient to pay the projects proposed for this fund. The model shows a land sale in 2012, which is the land that is owned by the Golf Course, but is not needed for current operations. The fund remains in a negative position after 2013.

Local Improvement (Exhibit J)

This fund accounts for the revenues and expenses related to construction projects that are not accounted for in the Pavement Management Fund. The model shows a negative cash balance. The City needs to determine a permanent solution for solving this negative balance. The projects scheduled for this fund include improvements to 80th street, Akron Avenue, and Upper 55th and Cliff Road. We have included state aid funds as a revenue source, but have not programmed in bond proceeds or a related debt levy.

Community Center (Exhibit K)

This fund accounts for the revenues and expenses related to the operation of the Community Center. The model shows the actual 2010 ending cash balance and annual transfer from the Host Community Fund to make up the shortage of operating revenues as compared to expenses. The model shows various improvements to the Center. The fund does not have sufficient cash balances for the projects listed.

Capital Facilities (Exhibit L)

This fund accounts for the revenues and expenses reserved for future City capital projects. Currently, the model shows no future outlays of funds.

Economic Development (Exhibit M)

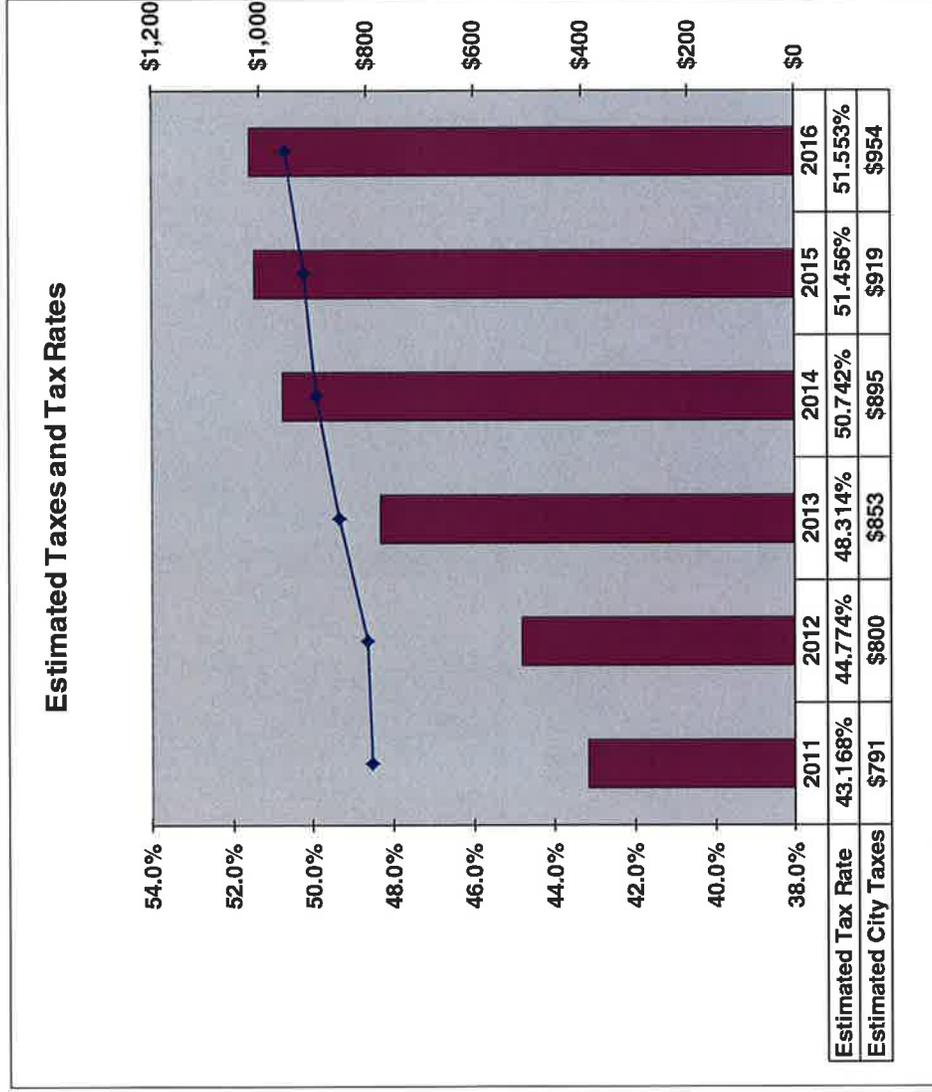
This fund, new for 2011, will account for the revenues and expenses related economic development activities in the city. The model shows a transfer in from the Host Community Fund.

Tax Rate Impact

The following shows the bond issues in the base model, which is pavement management related only.

- 2013 \$ 2,600,000
- 2014 \$ 500,000
- 2015 \$ 3,000,000
- 2016 \$ 1,500,000

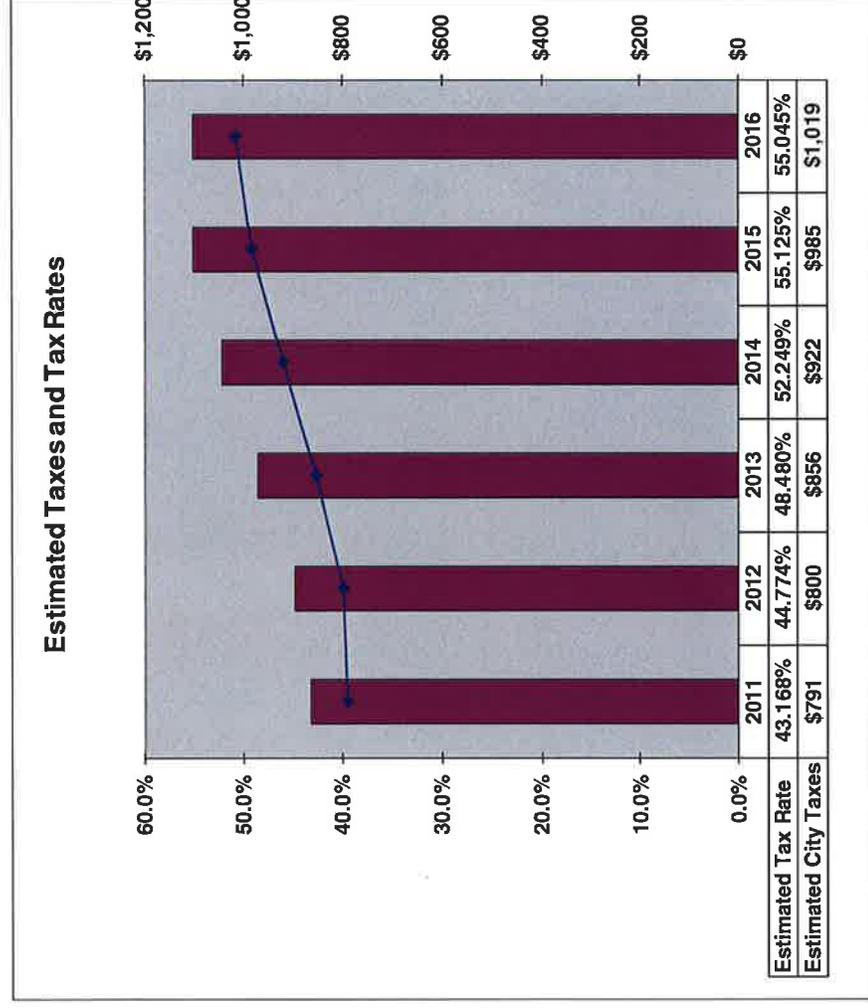
The resulting tax rate considering projected pavement management debt, existing debt and operations is shown in the chart below.



The 2011 taxes in the chart above are shown net of market value homestead credit. Taxes in 2012 and forward are calculated by factoring in the market value exclusion. The residential value of the home included in the model is one that was value at \$213,400 in 2010, with resulting market value declines, as shown on Exhibit A.

Policy Considerations

There are a variety of funds, which, if the proposed Capital Improvement Plan is implemented, will result in negative cash in various funds. The following chart shows the resulting tax rate and estimated city taxes if the CIP was fully funded and various transfers from the General Fund were increased in order to provide a positive cash flow.



The Council can prioritize the various capital projects by using the table below as a decision guide. Using payable 2013 estimated tax rate and tax base, the table shows the impact of an increase in the levy at \$50,000, \$100,000 and \$150,000, the resulting incremental increase in the tax rate and the effect on taxes.

Expenditure Level	Additional Taxes	Additional Tax Rate
\$50,000	\$3.10	0.176%
\$100,000	\$6.20	0.353%
\$150,000	\$9.30	0.529%

The table illustrates that the resulting increase on estimated taxes would be \$6.20 on the example home if the tax levy were to increase by \$100,000. Annual debt payments on a \$1,100,000 debt issue over 15 years are projected to be approximately \$100,000 per year.

Recommendations

We recommend that the City Council of the City of Inver Grove Heights:

- Determine a funding source for those funds which are experiencing negative cash, which include the Golf Course and Community Center Funds.
- Prioritize the Capital Improvement Project list
- Update this CIP study periodically and incorporate refined operating and tax base estimates.

Exhibits

General Fund Summary	16
Park Acquisition Fund	19
Park Maintenance Fund	20
Host Community Fund	21
Community Projects Fund	22
Pavement Management Fund	23
Closed Bond Fund	25
City Facilities Fund	26
Golf Course Enterprise Fund	27
Local Improvement Fund	28
Community Center Special Revenue Fund	29
Capital Facilities Fund	30
Economic Development Fund	31

City of Inver Grove Heights
General Fund - Exhibit A



EHLERS
& ASSOCIATES INC

GENERAL FUND	2008 ACTUAL	2009 ACTUAL	2010 ACTUAL	2011			2012			2013			2014			2015			2016
				0.00%	3.00%	5.00%	2.00%	3.00%	5.00%	2.00%	3.00%	5.00%	2.00%	3.00%	5.00%	2.00%	3.00%	5.00%	
1 REVENUE																			
2 GENERAL PROPERTY TAX	13,223,315	13,985,899	13,945,436	13,841,961	11,997,400	14,360,135	14,857,433	15,288,606	15,744,080										
FISCAL DISPARITIES				270,839	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000										
OTHER levy						33,000	33,000	33,000	33,000										
3 FRANCHISE FEES	78,252	84,045	86,148	84,000															
4 LICENSES & PERMITS	818,150	635,156	515,398	523,100	597,100	609,042	621,223	633,647	646,320										
5 OTHER INTERGOVERNMENTAL	692,855	443,644	498,438	463,100	429,100	437,682	446,436	455,364	464,472										
6 CHARGES FOR SERVICES	1,064,227	1,003,535	975,719	865,200	858,700	875,874	893,391	911,259	929,484										
7 FINES & FORFEITS	228,450	211,425	141,962	150,000	150,000	153,000	156,060	159,181	162,365										
8 INTEREST	211,922	88,891	50,194	51,198	50,000	51,000	52,020	53,060	54,122										
9 MISC. REVENUE	161,366	248,067	194,291	115,002	153,000	156,060	159,181	162,365	165,612										
10 TRANSFERS	652,425	650,000	913,000	938,000	2,063,000	560,000	560,000	560,000	560,000										
11 RECREATION FEES																			
12																			
13 TOTAL REVENUE	17,130,762	17,350,662	17,320,586	17,302,400	17,798,300	18,235,793	18,778,744	19,236,483	19,759,455										
14																			
15 EXPENDITURES																			
16 GENERAL GOVERNMENT	1,882,347	1,959,896	1,868,119	1,835,000	1,850,800	1,906,324	1,963,514	2,022,419	2,083,092										
17 PUBLIC SAFETY	6,825,882	7,043,048	7,202,451	7,419,800	7,791,400	8,025,142	8,265,896	8,513,873	8,769,289										
18 PUBLIC WORKS	3,372,157	3,225,269	3,446,639	3,647,100	3,492,500	3,597,275	3,705,193	3,816,349	3,930,840										
19 PARKS	1,541,089	1,530,091	1,588,057	1,598,000	1,625,200	1,673,956	1,724,175	1,775,900	1,829,177										
20 COMMUNITY DEVELOPMENT	1,269,484	1,224,278	1,213,366	1,223,900	1,193,200	1,228,996	1,265,866	1,303,842	1,342,957										
21 TRANSFER OUT	1,983,131	2,002,917	1,909,099																
22 to Park Fund				89,000	150,000	150,000	200,000	150,000	150,000										
23 to Rec Fund				454,100	495,200	454,100	454,100	454,100	454,100										
24 to Pavement Mgmt Fund				1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000										
25																			
26 CAPITAL OUTLAY	67,341	51,619	13,000																
28 Heritage Valley Prk-Remediation Proj 2005-13				100,000															
29																			
30																			
31 CONTINGENCY																			
32																			
33																			
34																			
35																			
36 OPERATING EXPENDITURES	16,941,231	17,037,118	17,240,731	17,560,900	17,798,300	18,235,793	18,778,744	19,236,483	19,759,455										
37																			

City of Inver Grove Heights
General Fund - Exhibit A



EHLERS
& ASSOCIATES INC

GENERAL FUND	2008	2009	2010	2011	2012	2013	2014	2015	2016
	ACTUAL	ACTUAL	ACTUAL	ADOPTED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
Revenue			0.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Expenses			3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Capital			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
GENERAL FUND OPERATING TAX LEVY	13,677,211	14,324,917	14,314,487	13,841,961	13,497,400	14,360,135	14,857,433	15,268,606	15,744,080
OTHER LEVIES	0								
Unallocments			612,485						
PERA LEVY	52,800	67,700	73,100	79,000	0	0	0	0	0
Total Other Levies									
TOTAL LEVY	13,730,011	14,392,617	14,387,587	14,533,446	13,497,400	14,360,135	14,857,433	15,268,606	15,744,080
ANNUAL INCREASE	7.8%	4.8%	0.0%	1.0%	-7.1%	6.4%	3.5%	2.8%	3.1%
TOTAL EXPENDITURES	16,941,231	17,037,118	17,240,731	17,560,900	17,798,300	18,235,793	18,778,744	19,236,483	19,759,455
SPECIAL LEVIES									
Bonds									
1993B WMTD Bonds	4,935								
1993A Improvement Bonds	81,000								
MN Armory Bldg (final pymt 2016)	63,735	63,735	63,735	63,735	63,735	63,735	63,735	63,735	63,735
City share of assessments	80,000	69,847	66,681	6,300	109,912	39,963	31,505	56,985	56,308
2002A 2010C PIR Bonds			5,200		48,144	51,303			
2002C Certificates (done)									
2003E Certificates (done)									
2005C Certificates (done)									
2006A 2011A Improvements Bonds (final pymt 2019)	84,300	84,600	84,900	85,300	85,600	76,200	69,900	63,200	46,500
2007 GO Public Safety (final pymt 2014)			81,480	81,309	81,848	78,908	80,719		
2006B Certificates (final pymt 2011)	336,900	313,206	338,600						
2007A Certificates (final pymt 2012)	151,976	141,960	142,170	147,420					
2007B Improvements (final pymt 2019)					75,000	150,000	150,000	150,000	150,000
2008 Certificates (final pymt 2013)	151,439	146,300	91,698	94,533	97,217				
2008A Improvements (final pymt 2020)			11,545	4,582	75,000	150,000	200,000	250,000	250,000
2009 Capital Improvements (final pymt 2034)			404,200	577,400	584,500	590,400	600,300	609,800	624,000
2010B GO Improvements			283,332	283,332	283,044	282,755	282,467	287,429	287,429
Offset from Closed Bond Fund			(202,000)	(179,861)	(200,000)	(200,000)	(200,000)	(200,000)	(294,500)
EXISTING DEBT LEVIES	954,285	819,648	1,088,209	942,350	1,304,288	1,283,553	1,581,438	1,521,049	1,519,288
FUTURE LEVIES									
Public Facilities			0	0	0	0	0	0	0
Park Acquisition			0	0	0	0	0	0	0
City Facilities			0	0	0	0	0	0	0
Local Improvement			0	0	0	0	0	0	0
Pavement Management			0	0	0	0	245,539	245,539	392,124
TOTAL SPECIAL LEVY	954,285	819,648	1,088,209	942,350	1,304,288	1,283,553	1,581,438	1,521,049	1,519,288
Beginning Fund Balance	5,193,387	5,382,918	5,696,462	5,776,317	6,209,302	6,209,302	6,209,302	6,209,302	6,209,302
Ending Fund Balance	5,382,918	5,696,462	5,776,317	6,209,302	6,209,302	6,209,302	6,209,302	6,209,302	6,209,302
TOTAL TAX LEVY	14,684,296	15,212,265	15,475,796	15,475,796	14,801,688	15,676,688	16,471,871	16,822,655	17,296,368
ADJUSTMENTS - FD Distribution	(1,544,852)	(1,768,700)	(1,867,200)	(2,200,000)	(1,984,900)	(1,984,900)	(1,984,900)	(1,984,900)	(1,984,900)
NET LEVY TO TAXPAYERS	13,139,444	13,443,565	13,608,596	13,275,796	12,816,788	13,691,788	14,486,971	14,837,755	15,311,468
EXISTING TAX BASE	35,191,278	35,579,179	32,590,131	30,753,676	28,625,515	28,339,260	28,339,260	28,835,653	29,700,722
TIF District Decertifying							210,891		
TOTAL TAX CAPACITY	35,191,278	35,579,179	32,590,131	30,753,676	28,625,515	28,339,260	28,550,151	28,835,653	29,700,722
TAX RATE ON TAX CAPACITY	37.403%	37.878%	41.757%	43.168%	44.774%	48.314%	50.742%	51.456%	51.553%
TAX RATE % CHANGE	2.43%	1.27%	10.24%	3.38%	3.72%	7.91%	5.03%	1.41%	0.19%

City of Inver Grove Heights
General Fund -Exhibit A



EHLERS
& ASSOCIATES INC

GENERAL FUND	2008	2009	2010	2011	2012	2013	2014	2015	2016
	ACTUAL	ACTUAL	ACTUAL	ADOPTED	PROPOSED	2013	2014	PROJECTED	2016
Inflation Assumptions				0.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Expenses			3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Capital			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
92 CITY TAXES									
93 Property Taxes									
94 City Taxes -tax capacity based	901	891	791	800	853	895	919	954	
95									
96									
97 Total Taxes	901.50	\$891	\$791	\$800	\$853	\$895	\$919	\$954	
98									
99 Percent Increase in total city taxes				-11.27%	1.16%	6.60%	5.03%	2.64%	3.82%
100									
101 Existing Tax Base Inflation				0.00%	-2.05%	-1.00%	0.00%	1.00%	3%
102 Total Tax Base Increase				-8.40%	0.00%	-1.00%	0.74%	1.00%	3%
103 % from New Growth									
104									
105									
106 Existing Home Market Value	238,000	213,400	202,194	198,049	196,069	196,069	198,030	203,970	
107				19,043	19,416	19,594	19,594	19,417	18,883
108 Debt as a % of Total General Fund Expenditures		6%	5%	7%	7%	8%	8%	8%	8%
109									

Note: Equipment replacement of existing rolling stock is funded through a budget allocation that is reflected in the individual department budgets shown above and is transferred to the Central Equipment Fund

**City of Inver Grove Heights
Park Acquisition Fund 402 - Exhibit B**

Proj #

Inflation for capital items	2.00%	2.00%	2.00%	3.00%	4.00%	4.00%	
	2010	2011	2012	2013	2014	2015	
	1,312,618	1,252,320	1,177,366	(125,086)	(578,470)	(4,919,737)	
2016	4,00%	4,00%	4,00%	4,00%	4,00%	4,00%	
	2010	2011	2012	2013	2014	2015	
	1,312,618	1,252,320	1,177,366	(125,086)	(578,470)	(4,919,737)	
Beginning Cash Balance							
Sources of Funds							
Bond proceeds	0	0	0	0	0	0	-
Property tax levy	71,297	25,046	23,547	(2,502)	(11,569)	0	-
Interest	71,297	25,046	23,547	(2,502)	(11,569)	0	-
Total Sources of Funds							
Expenditures							
Current	131,595		500,000		355,000		
Parks							
Capital outlay							
Park Trail-NW Area					2,569,697		
Land Acquisition					700,000		
Heritage Village Prk			300,000	300,000	300,000		
City Hall Pond Park							50,000
Field lighting at Rich Valley Athl					5,000		
Rock Island swing bridge		100,000	200,000				
Rich Valley picnic shelter				125,000			
NW Area Park A					400,000		
NV Trail			50,000				
Archery			50,000				
Dog Park			200,000				
Bond principal and interest	0	0	0	0	0	0	-
Total Expenditures	131,595	100,000	1,300,000	425,000	4,329,697	0	50,000
Inflation-capital only	131,595	100,000	1,326,000	450,883	4,870,320	0	60,833
Ending Cash	1,252,320	1,177,366	(125,086)	(578,470)	(4,919,737)	(4,919,737)	(4,969,737)

**City of Inver Grove Heights
Park Maintenance Fund 444 - Exhibit C**

	Proj #						
	2.00%	2.00%	2.00%	3.00%	4.00%	4.00%	
	2010	2011	2012	2013	2014	2015	
	2016						
Inflation for capital items							4.00%
Beginning Cash Balance	302,465	367,244	576,589	443,259	293,540	243,110	46,973
Sources of Funds							
Transfer from General Fund	83,000	83,000	150,000	150,000	200,000	150,000	150,000
Transfer from City Facilities			25,000	25,000	25,000	25,000	25,000
Transfer from Host Community			25,000	25,000	25,000	25,000	25,000
Grant	9,908	25,000					
Land sales proceeds		205,000					
Property tax levy	0	0	0	0	0	0	-
Interest	2,945	7,345	11,532	8,865	5,871	4,862	939
Total Sources of Funds	95,853	320,345	211,532	208,865	255,871	204,862	200,939
Expenditures							
Capital outlay	31,074		119,100	115,000	119,300	235,000	165,500
Seidl's Lake Park							
Park Trail and Parking Lot			28,000	50,000	14,000	133,000	5,600
Park equipment		78,000	140,000	140,000	140,000		140,000
Basketball court			18,000				
Emerald Ash Borer		33,000	33,000	33,000	33,000	33,000	33,000
Bond principal and interest	0	0	0	0	0	0	-
Total Expenditures	31,074	111,000	338,100	338,000	306,300	401,000	344,100
Inflation-capital only	31,074	111,000	344,862	358,584	344,546	469,113	418,650
Ending Cash	367,244	576,589	443,259	293,540	243,110	46,973	(96,188)

**City of Inver Grove Heights
Host Community Fund 451- Exhibit D**

Proj #	2010	2.00%	2011	2.00%	2012	3.00%	2013	4.00%	2014	4.00%	2015	4.00%	2016
Inflation for capital items													
Beginning Cash Balance	3,758,136		4,568,123		4,229,485		3,724,075		3,367,422		3,664,041		4,061,843
Sources of Funds													
Bond proceeds	2,825,288		1,410,000		1,460,000		1,510,000		1,560,000		1,560,000		1,560,000
Land fill agreements	0		0		0		0		0		0		0
Property tax levy	47,390		91,362		84,590		74,482		67,348		73,281		81,237
Interest													
Total Sources of Funds	2,872,678		1,501,362		1,544,590		1,584,482		1,627,348		1,633,281		81,237
Expenditures													
Capital Outlay	2,062,691												
Property Acquisition			150,000		150,000		150,000		150,000		150,000		150,000
Rock Island swing bridge													
80th St-east of TH 3					200,000								
Bond Principal and Interest	0		0		0		0		0		0		0
Public Safety/City Hall Addition													
Transfer out -VMCC			500,000		500,000		500,000		500,000		500,000		500,000
Transfer out -Golf Fund			130,000		133,000		722,000		102,000				
Transfer out-Economic development			500,000		500,000								
Transfer out-Park Maintenance			560,000		25,000		25,000		25,000		25,000		25,000
Transfer out-General Fund			560,000		560,000		560,000		560,000		560,000		560,000
Total Expenditures	2,062,691		1,840,000		2,068,000		1,957,000		1,337,000		1,235,000		1,235,000
Inflation-capital only	2,062,691		150,000		357,000		159,135		168,730		175,479		182,498
Ending Cash	4,568,123		4,229,485		3,724,075		3,367,422		3,664,041		4,061,843		3,400,581

**City of Inver Grove Heights
Community Projects Fund - Exhibit E**

Proj #	2.00%		2.00%		2.00%		3.00%		4.00%		4.00%	
	2010	2011	2012	2013	2014	2015	2016	2010	2011	2012	2013	2014
	1,134,883	1,062,883	415,141	423,443	431,912	440,551	449,362					
Inflation for capital items												
Beginning Cash Balance												
Sources of Funds												
Property tax levy	0	0	0	0	0	0	0	0	0	0	0	0
Interest	21,258	8,303	8,303	8,469	8,638	8,811	8,987					
Total Sources of Funds	0	21,258	8,303	8,469	8,638	8,811	8,987					
Expenditures												
Capital Outlay												
Arbor Pt street lighting	7,000	0										
Emerald Ash Borer	0	0	0	0	0	0	0					
Bond principal and interest	0	604,000										
Transfer out to VMCC	65,000	65,000										
Transfer out to General												
Total Expenditures	72,000	669,000	0	0	0	0	0	0	0	0	0	325,000
Inflation-capital only	7,000	0	0	0	0	0	0	0	0	0	0	395,412
Ending Cash	1,062,883	415,141	423,443	431,912	440,551	449,362	62,937					

**City of Inver Grove Heights
Pavement Management Fund 440 - Exhibit F**

	2.00%	2.00%	2.00%	3.00%	4.00%	4.00%	4.00%
	2010	2011	2012	2013	2014	2015	2016
Inflation for capital items							
Beginning Cash Balance	669,142	4,098,116	2,550,078	461,240	5,962	285,936	37,665
Sources of Funds							
Transfer from General Fund	0	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Bond proceeds	4,720,210			2,600,000	500,000	3,000,000	1,500,000
State aid	1,080,061	760,000	2,844,800	724,660	900,000	825,880	
Developer							
Special assessments (20% of construction)	770,326	0	0	140,658	279,788	341,238	477,968
Transfer from utility funds	2,024,527	150,000	70,000	20,000	20,000		
Property tax levy	0	0	0	0	245,539	245,539	392,124
Interest	20,692	81,962	51,002	9,225		5,719	753
Total Sources of Funds	8,615,816	2,191,962	4,165,802	4,694,543	3,145,327	5,618,376	3,570,845
Expenditures							
Capital Outlay	4,595,664	3,740,000	6,132,000	4,854,200	2,339,400	4,776,500	2,268,100
PMP Program	591,178						
Various							
Bond principal and interest	0	0	0	0	233,847	278,817	548,641
Total Expenditures	5,186,842	3,740,000	6,132,000	4,854,200	2,573,247	5,055,317	2,816,741
Inflation-capital only	5,186,842	3,740,000	6,254,640	5,149,821	2,631,507	5,587,829	2,759,490
Ending Cash	4,098,116	2,550,078	461,240	5,962	285,936	37,665	300,379

City of Inver Grove Heights
 Pavement Management Fund 440 - Exhibit F

		2.00%	2.00%	2.00%	3.00%	4.00%	4.00%	4.00%
		2010	2011	2012	2013	2014	2015	2016
Inflation for capital items								
Debt Service								
	Rate							
	Years							
429 Debt	4.00%	0	0	0	0	0	0	0
2008 Debt	4.00%	0	0	0	0	0	0	0
2009 Debt	4.00%	0	0	0	0	0	0	0
2010 Debt	4.00%	0	0	0	0	0	0	0
2011 Debt	4.00%	0	0	0	0	0	0	0
2012 Debt	4.00%	0	0	0	0	0	0	0
2013 Debt	4.00%	0	0	0	0	233,847	233,847	233,847
2014 Debt	4.00%	0	0	0	0	44,971	44,971	44,971
2015 Debt	4.00%	0	0	0	0	0	0	269,823
2016 Debt	4.00%	0	0	0	0	0	0	0
2017 Debt	4.00%	0	0	0	0	0	0	0
Total Debt Service		0	0	0	0	233,847	278,817	548,641
Special Assessments								
2010	80th St-east of TH 3 (2008-05)	6.00%	10	0	0	-	-	-
2014	80th St-east of TH 3 (2008-05-2014)	6.00%	10	0	0	-	-	-
2012	Alverno Ave	6.00%	10	0	0	0	0	0
2010	PMP program 2010 construction	6.00%	10	0	0	-	-	-
2011	PMP program 2011 construction	6.00%	15	0	0	-	-	-
2012	PMP program 2012 construction	6.00%	15	0	140,658	140,658	140,658	140,658
2013	PMP program 2013 construction	6.00%	15	0	139,129	139,129	139,129	139,129
2014	PMP program 2014 construction	6.00%	15	0	61,450	61,450	61,450	61,450
2015	PMP program 2015 construction	6.00%	15	0	136,729	136,729	136,729	136,729
2016	PMP program 2016 construction	6.00%	15	0	0	0	0	0
Total Special Assessments				0	140,658	279,788	341,238	477,968
Debt Levy (based on year collected)								
2010 Debt			0	0	0	0	0	0
2011 Debt			0	0	0	0	0	0
2012 Debt			0	0	0	0	0	0
2013 Debt			0	0	0	245,539	245,539	245,539
2014 Debt			0	0	0	0	0	0
2015 Debt			0	0	0	0	0	0
2016 Debt			0	0	0	0	0	0
2017 Debt			0	0	0	0	0	146,585
Total Debt Levy		0	0	0	0	245,539	245,539	392,124

**City of Inver Grove Heights
City Facilities Internal Service Fund - Exhibit H**

Proj #

	2.00%	2.00%	2.00%	3.00%	4.00%	4.00%	4.00%
	2010	2011	2012	2013	2014	2015	2016
Inflation for capital items							
Beginning Cash Balance	964,350	791,495	807,325	823,471	(2,456,059)	(2,456,059)	(7,916,059)
Sources of Funds							
Charges for services	340,900						
Bond proceeds							
Special assessments (20% of construction)	0	0		0	0	0	0
Property tax levy	0	0	0	0	0	0	0
Interest	8,319	15,830	16,146	16,469			
Total Sources of Funds	349,219	15,830	16,146	16,469	0	0	0
Expenditures							
Capital Outlay	272,074					5,250,000	
Mite Facility Expansion							
Public Safety/City Hall Addition	250,000						
Fire Station				3,200,000			
Bond principal and interest	0	0	0	0	0	0	0
Transfer to Park Maintenance			25,000	25,000	25,000	25,000	25,000
Transfer to General Fund							
Total Expenditures	522,074	0	25,000	3,225,000	25,000	5,275,000	25,000
Inflation-capital only	522,074	0	0	3,296,000	0	5,460,000	0
Ending Cash	791,495	807,325	823,471	(2,456,059)	(2,456,059)	(7,916,059)	(7,916,059)

**City of Inver Grove Heights
Local Improvement Fund - Exhibit J**

Proj #	Inflation for capital items						
	2.00% 2010	2.00% 2011	2.00% 2012	3.00% 2013	4.00% 2014	4.00% 2015	4.00% 2016
	(5,562,945)	(1,306,156)	(1,306,156)	(1,381,956)	(1,203,064)	(863,584)	(842,992)
Beginning Cash Balance							
Sources of Funds							
Transfer in	7,271,908						1,200,000
Bond proceeds	6,865,000						
State aid	1,625,928		475,000	895,000	1,200,000		
Other	816,106						
Special assessments (20% of construction)	328,716	0	0	0	0	20,593	20,593
Property tax levy	21,839	0	0	0	0	0	0
Interest	47,390						
Total Sources of Funds	16,976,887	0	475,000	895,000	1,200,000	20,593	1,220,593
Expenditures							
Capital Outlay	12,720,098						
80th St-Phase III							220,000
80th St-east of TH 3			450,000	475,000			1,150,000
Alverno Ave							400,000
Akron Ave				200,000	765,000		
Upper 55th St-Babcock to Robert							500,000
Concord blvd-path to border							655,000
70th St/TH3 roundabout			90,000				
Cliff Road							
Bond principal and interest	0	0	0	0	0	0	0
Total Expenditures	12,720,098	0	540,000	675,000	765,000	0	2,925,000
Inflation-capital only	12,720,098	0	550,800	716,108	860,521	0	3,558,710
Ending Cash	(1,306,156)	(1,306,156)	(1,381,956)	(1,203,064)	(863,584)	(842,992)	(3,181,109)

**City of Inver Grove Heights
Community Center Special Revenue Fund - Exhibit K**

Inflation for capital items	2.00%	2.00%	2.00%	3.00%	4.00%	4.00%	4.00%
	2010	2011	2012	2013	2014	2015	2016
Beginning Cash Balance	154,479	248,519	250,289	(260,965)	(590,922)	(913,583)	(916,783)
Sources of Funds							
Transfer from Host Community Fund	0	500,000	500,000	500,000	500,000	500,000	500,000
Transfer from Community Projects	0	604,000	0	0	0	0	0
Transfer from Capital Facilities	0	0	0	0	0	0	0
Operations							
Charges	1,961,923	1,985,900	1,985,900	1,985,900	1,985,900	1,985,900	1,985,900
Miscellaneous	134,042	121,200	121,200	121,200	121,200	121,200	121,200
Other	350,635						
Grant							
Interest		4,970	5,006				
Total Sources of Funds	2,446,600	3,216,070	2,612,106	2,607,100	2,607,100	2,607,100	2,607,100
Expenditures							
Operations							
2,338,185	2,610,300	2,610,300	2,610,300	2,610,300	2,610,300	2,610,300	2,610,300
Capital Outlay							
Remove thermostat							
Water heater/furnace							
Air handling unit							
Pool heat exchanger							
Pool pumps							
Rink matting							
Energy upgrades							
Locker room upgrades							
Gym/fitness							
Front desk/lobby							
Child watch							
Pool theming							
Other offices/rooms							
Parking lot			107,000				
CIP	14,375	604,000	396,000			284,000	
Bond principal and interest	0	0	0	0	0	0	0
Total Expenditures	2,352,560	3,214,300	3,123,360	2,937,057	2,929,761	2,610,300	2,610,300
Inflation-capital only	14,375	604,000	513,060	326,757	319,461	0	0
Ending Cash	248,519	250,289	(260,965)	(590,922)	(913,583)	(916,783)	(919,983)

**City of Inver Grove Heights
Capital Facilities Capital Projects Fund - Exhibit L**

	2.00%	2.00%	2.00%	3.00%	4.00%	4.00%	
	2010	2011	2012	2013	2014	2015	
	2016						
Inflation for capital items							4.00%
Beginning Cash Balance	1,975,673	1,909,392	1,947,580	1,986,531	2,026,262	2,066,787	2,108,123
Sources of Funds							
Other	1,415	38,188	38,952	39,731	40,525	41,336	42,162
Interest							
Total Sources of Funds	1,415	38,188	38,952	39,731	40,525	41,336	42,162
Expenditures							
Capital Outlay	67,696						
Budget capital equipment							
CIP							
Transfer out to VMCC							
Total Expenditures	67,696	0	0	0	0	0	0
Inflation-capital only	67,696	0	0	0	0	0	0
Ending Cash	1,909,392	1,947,580	1,986,531	2,026,262	2,066,787	2,108,123	2,150,286

**City of Inver Grove Heights
Economic Development Fund - Exhibit M**

	2.00% 2010	2.00% 2011	2.00% 2012	3.00% 2013	4.00% 2014	4.00% 2015	4.00% 2016
Beginning Cash		0	500,000	1,000,000	1,000,000	1,000,000	1,000,000
Source of Funds							
Transfer from Host Community Fund	0	500,000	500,000	0	0	0	0
Total	0	500,000	500,000	0	0	0	0
Use of Funds							
Economic development							
Total	0	0	0	0	0	0	0
Excess (Use) of Funds	0	500,000	500,000	0	0	0	0
Ending Cash	0	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER ATTACHED RESOLUTION AND TABLE SETTING FORTH LICENSE FEES, ADMINISTRATIVE SERVICE FEES AND PERMIT FEES

Meeting Date: December 12, 2011
Item Type: Consent
Contact: Jenelle Teppen, 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 Consider approval of the attached resolution and table setting forth license fees, administrative service fees and permit fees for 2012.

SUMMARY Each year Staff submits to Council recommendations on various license fees, administrative service fees and permit fees after internal review and review with what other Metro area cities are charging for the same things.

We are suggesting a few changes based on research and review of fees set in surrounding communities.

Attached is a resolution setting license, administrative and permit fees for 2012.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING 2012 LICENSE, ADMINISTRATIVE SERVICES AND PERMIT
FEES

WHEREAS, the Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached Fee Schedule. Said schedule shall be effective January 1, 2012.

Adopted by the City Council of Inver Grove Heights this 12th day of December, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Garbage Collection	8-6-2	31-Dec	\$150.00 plus \$3.00 per truck
Dogs	5-4-2-1	April 30 two year lic	\$20 male/female \$12 spay/neuter
Non-Commercial Kennels	5-4-2-10	February 28 two year lic	\$100.00
Commercial Kennels		February 28 two year lic	\$500.00
Duplicate Dog ID Tag			\$1.00
Dog License Transfer Fee (to transfer ownership or from another City)			1/2 cost of new license
Automobile Sales	4-5A-5	1 yr after date of issuance	\$300 Class A \$100 Class B
Service Station	4-5B-4	31-Dec	\$60 first pump \$8 each add pump
Junk Yard	4 - 5C - 4	10-Jan	\$1,000
Contractor	4-6-2	31-Dec	\$50.00
Dance Halls	4-4-4	1-Jun	\$150 Public Hall \$75 Cabaret
Bowling Alleys	4-3-5	1 yr after date of issuance	\$50.00
Trade or Business	4-6-2	31-Dec	\$50.00
Pawnbroker	4-2-5	31-Dec	\$8,000
Secondhand Goods Dealer	4-2-5	31-Dec	\$500.00
Multiple Sales Secondhand Goods	4-2-5	31-Dec	\$1,000.00
Saunas, Massage Parlors, Escort Services and Employees	4-8-5	31-Dec	Business License \$1,050 Personal Service \$400 Investigation \$250

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Message Therapist	4 - 8A - 4	31-Dec	\$500 Initial Investigation of therapeutic massage business; includes investigation for one (1) massage therapist. \$100 annual license fee of therapeutic massage license business; includes annual license fee for one massage therapist. \$175 initial investigation of massage therapist. \$50 annual license fee for massage therapist
Peddler's License		31-Dec	\$50.00
Liquor:			
3.2 Beer	4 - 1C - 6	31-Dec	
On-Sale			
Off-Sale	4 - 1A - 10	31-Dec	
Temporary On Sale	4 - 1A - 17	Period not to exceed 7 days	
Liquor:			
On-Sale	4 - 1A - 10	31-Dec	
Gross Annual Liquor Sales		Annual License Fee	
\$0 - \$250,000			\$3,500
\$250,001 - \$500,000			\$4,500
\$500,001 - \$1,000,000			\$7,000
\$1,000,001 and above			\$10,000
Off-Sale	4 - 1A - 10	31-Dec	\$200 pro-rated qtrly
On-Sale Wine	4 - 1A - 10	31-Dec	\$650 pro-rated qtrly
Special Club	4 - 1A - 10	31-Dec	\$225 pro-rated qtrly

Sunday On-Sale	4 - 1A - 10	31-Dec	\$200 pro-rated qtrly
Bottle Club	4 - 1A - 10	30-Jun	\$300 pro-rated qtrly
<p>Payment for these on-sale licenses may be paid semi-annually. No holder of a license may engage in the activity conveyed by such license without having made payment to the City in advance of the period covered. Any license holder who engages in the activity permitted by the license and who has not paid a semi-annual fee shall be closed by the Police Department, subject to violation of 4-1A-19 of the City Code and Revocation or Suspension of License pursuant to 4-1A-19 of the City Code.</p>			

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Investigations, New	4-1-9		
Single natural person			\$250.00
Partnership			\$400.00
Corporation			\$500.00
Club			\$325.00
Change of Ownership			\$250.00
Background—Foster Care, Day Care, VISA, Record Checks, etc.			\$10.00
Clearance Letter for Records Check			\$15.00
Pawnbroker			\$150.00
Secondhand Goods Dealer			\$150.00
Multiple Sales Secondhand Goods			\$150.00
Peddler			\$20.00
Investigations, Police - Renewal			\$50.00

Sales/Fees (all taxable)	Fee
Copies (per page)	\$.25 per page
State Accident Report	\$.25 per page
Background for DCSS foster care/day care	\$5.00
Photos	\$1.00 each \$5.00 min
CD Rom	\$20.00
DVD CD	\$20.00
All other police reports/data (no cost for victim of domestic assault)	\$.25 per page fees for data requests other than photocopy requests of 100 or more pages will be based on the actual cost of retrieving the data
Hunting Permit Fee	\$20.00
Peddler's Photo ID Badge	\$10.00
Comprehensive Annual Financial Report	\$25.00
Proposed Budget	\$25.00
Annual Budget	\$25.00
Capital Improvement Plan	\$25.00
Code Book	\$200.00
Comprehensive Guide Plan	\$100.00
Comprehensive Plan Technical Appendices	\$16.00
Water Resources Management Plan	\$290.00
Construction Plan Sheet (22" x 34")	\$3.00
Microfilm Report	\$1.00
Zoning and Related Land Use Regulations Manual	\$25.00
Subdivision Regulations Manual	\$6.00
Standard Printed Maps	
Fees for maps are based on size. Custom map sizes are available upon request	
Letter (8.5" x 11")	\$5.00
Tabloid (11" x 17")	\$10.00
C-size (18" x 24")	\$15.00
D-size (24" x 36")	\$20.00
E - size (36" x 48")	\$25.00

Sales/Fees (all taxable)	Fee
Custom Map Production Using Existing Data	is subject to an hourly fee of \$50.00 (one-half hour minimum) in addition to the size-based map fee
Custom Map Production with Data Development	is subject to an hourly fee of \$100.00 (one-half hour minimum) in addition to the size-based map fee
Electronic Data	
cost provided per request	
Vector: shapefile or CAD	
Raster: IMG, TF, SID	
Graphic Files: JPG, PDF, TIFF, AVI	
GIS Data or Graphic Files	
Delivery on CD	\$10.00
Delivery by email	\$5.00
Additional Shipping/Handling Fees apply to map products by delivered by mail	
Mailed in Envelope (large maps folded):	
Letter or Tabloid	\$1.00
C or D size	\$2.00
E size	\$3.00
Mailed in Tube:	
Letter or Tabloid	\$2.00
C-size (18" x 24")	\$3.00
D-size (24" x 36")	\$4.00
E-size (36" x 48")	\$5.00
CD Mailed	\$2.00
Subdivision Code	\$5.00
Computer Readouts	\$4.00
Fire Marshal's Report	\$.25 per page
MFIRS Report	\$.25 per page

Sales/Fees (all taxable)	Fee
Photographs (negatives or digital)	\$1.00 each \$5.00 min
Cemetery Lots	\$120.00
City Council Minutes	\$80.00
City Council Agendas	\$50.00
Assessment Search	\$15.00
Finger Printing	\$20.00
Pound Redemption Fees	\$35.00
Potentially Dangerous/Dangerous Dog Registration	\$500.00
Animal Cage Rental	\$5.00
Police Officer and Squad Cart Off Duty Charge	\$66.00/hour
Returned Check/ACH/Credit/Debit Card Charge	\$30.00
Grove Membership Late Fee	\$25.00
Reissued Permits during calendar year for Police, Fire and Combination	
Police/Fire Alarm System:	
First issued permit	\$100.00
Second issued permit	\$200.00
Third issued permit	\$300.00
Sewage Tank Maintenance Permit (Commercial)	\$35.00
Wetland Conservation Act Certification	\$75.00
Wetland Replacement Plan	\$200 (escrow \$2,500)
Zoning Letter	\$50
Meter Testing:	
5/8" meter	\$75.00
3/4" meter	\$75.00
1" meter	\$75.00
1 1/2" meter	\$100.00
2" meter	\$100.00
Compound meter	\$350.00
Water Turn-Offs and Turn-Ons	\$25.00

Sales/Fees (all taxable)	Fee
Land Alteration Permit (Plan-Checking):	
0-500 Cubic Yards	No fee
501-1,000 Cubic Yards	\$100.00 for the first 1,000 cubic yards, plus \$10.00 for each additional 100 cubic yards or fraction thereof
1,001-10,000 Cubic Yards	\$190.00 for the first 1,000 cubic yards, plus \$25.00 for each additional 1,000 cubic yards or fraction thereof
10,001 Cubic Yards or more	\$415.00 for the first 10,000 cubic yards, plus \$40.00 for the each additional 10,000 cubic yards or fraction thereof
Land Alteration Permit (Grading Inspection)	
0-500 Cubic Yards	No fee
501-1,000 Cubic Yards	\$100.00 for the first 500 cubic yards, plus \$10.00 for each additional 100 cubic yards or fraction thereof
1,001-10,000 Cubic Yards	\$150.00 for the first 1,000 cubic yards, plus \$15.00 for each additional 1,000 cubic yards or fraction thereof

10,001 100,000 Cubic Yards	\$285.00 for the first 10,000 cubic yards, plus \$25.00 for the each additional 10,000 cubic yards or fraction thereof
100,001 Cubic Yards or more	\$465.00 for the first 100,000 cubic yards, plus \$25.00 for the each additional 100,000 cubic yards or fraction thereof
Land Alteration Permit (Plan Checking):	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	\$25 plus \$0.25 per Cubic Yard
500 up to 10,000 Cubic Yards	\$150 plus \$0.03 per Cubic Yard
10,000 up to 100,000 Cubic Yards	\$950 plus \$0.005 per Cubic Yard
100,000 Cubic Yards or more	\$1150 plus \$0.003 per Cubic Yard

Sales/Fees (all taxable)	Fee
Land Alteration Permit (Grading Inspection) :	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	\$25 plus \$0.25 per Cubic Yard
500 up to 10,000 Cubic Yards	\$150 plus \$0.02 per Cubic Yard
10,000 up to 100,000 Cubic Yards	\$550 plus \$0.005 per Cubic Yard
100,000 Cubic Yards or more	\$800 plus \$0.002 per Cubic Yard
All land alteration permits require a surety, based on the area disturbed, to guarantee final site restoration	
Annual Renewal	\$75.00
Plan Review Fee	65% of the building permit fee when determined by valuation
Decks	Based on valuation (i.e. \$147.53 for a \$3,000 deck)
Roofing (new and existing homes)	\$100.00
Siding (new and existing homes)	\$100.00
Moving of Buildings	\$300.00

Sales/Fees (all taxable)	Fee
Building Demolition	\$100.00
Accessory Structures	\$100.00
Single Family Homes	
Commercial	
	Based on valuation (i.e. \$196.75 for a \$10,000 commercial)
Mobile Home Installation	
	Based on valuation (i.e. \$321.39 for a \$10,000 mobile home)
Retaining Walls	
	Based on valuation (i.e. \$166.25 for an \$8,000 pool)
Above Ground Swimming Pools	
	Based on valuation (i.e. \$785.14 for an \$30,000 wall)
In Ground Swimming Pools	
	Based on valuation plus plan review fee (i.e. \$596.76 for a \$20,000 pool)
Fences (around pools and property)	\$50.00
Inspections when no permit is issued	\$100.00
Inspections outside of normal business hours when approved by the Director	\$150.00/hour
Right-of-Way (Street Opening) Permit - surety may be required to ensure that the street is properly restored	\$75.00
Overweight Load Permit	\$50.00 per load
Driveway Permit	\$25.00
Plumbing Single-Family Residential	
Base Fee	\$80.00
Each Fixture	\$3.00

Sales/Fees (all taxable)	Fee
Plumbing Commercial and Multi-Family	\$80.00 base fee plus 2% of contracted work value in dollars
Plumbing Installation or Replacement of single fixture	\$80.00
Utilities	
1. On-Site Septic Systems (includes site review and \$40 County fee): Single-family - new and existing	\$499.50 flat fee + .50 state surcharge = \$500.00
Commercial Systems less than 4,999 Gallons Per Day	\$749.50 flat fee + .50 state surcharge = \$750.00
Commercial Systems more than 5,000 Gallons Per Day	\$1,499.50 flat fee + .50 state surcharge = \$1,550.00
2. Sewer and Water Connection Inspection (together or separately)	\$124.50
3. Commercial and Multi-Family Sewer and Water Connection Inspection (together or separately)	\$80.00 base fee plus 2% of contracted work value in dollars
Tank Replacement	\$249.00 flat fee
Mechanical	
1. Single-family residential: All new installations (includes gas piping)	\$100.00
Furnace replacement (includes gas piping)	\$80.00
Gas Fireplace or other single gas appliance	\$80.00
Central Cooling or Ductwork	\$80.00
2. Commercial and Multi-Family	\$80.00 base fee plus 2% of contracted work value in dollars
Gas Piping and Air Test Only	\$50.00

Sales/Fees (all taxable)	Fee
Signs and Billboards	
1. Permanent Business Signs regardless of size	\$40.00
2. Billboards up to 100 s.f. in area Billboards over 100 s.f.	\$200.00 \$300.00
3. Temporary Portable Signs	\$15.00
4. Monument Signs	based on valuation
Fire Prevention Permits	
1. Fire Permits	\$25 each to maximum of \$150 per occupancy
2. Burning Permits	
a. Recreational Bonfire	\$5.00
b. Permanent recreational fire ring	\$15.00
c. Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights of way	\$0.50/cubic yard, \$100.00 minimum
d. Open burning permit as defined in Minnesota Rules related to open burning	\$25.00
3. Ventilation System Cleaning Permit	
Hydrant, meter or valve damage deposit	\$1,000.00
Daily hydrant/meter rental fee	\$2.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONFERENCE ROOM NAMES

Meeting Date: December 12, 2011
 Item Type: Regular
 Contact: JTeppen, 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

PURPOSE/ACTION REQUESTED The City Council should provide direction on the names of Conference Rooms at City Hall.

SUMMARY At the request of Council member Grannis, this topic comes before the City Council. Staff seeks direction.

With the completion of the Public Safety Addition/City Hall Renovation, we have a total of 10 rooms available for holding meetings; four in the Police Department, two in the Fire Department and four in City Hall.

Staff has temporarily named a number of them:

Those in the Police Department:

- Major Case Room
- PD NW Conference Room
- PD SE Conference Room
- PD W Conference Room
- Training Room

Those in the Fire Department:

- Fire A Conference Room
- Fire B Conference

Those in City Hall:

- Babcock Conference Room
- Blaine Conference Room
- Cahill Conference Room

There is also a room directly adjacent to the City Council Chambers that Mayor Tourville had suggested be designated as the Mayors Conference Room. Both he and staff have been in contact with the City’s former Mayors asking them to supply a photograph. It was the intention to have photos of former and current Mayors – as well as current Council members displayed on the walls.

Staff seeks direction on what the City Council’s desires are with respect to the names for the various rooms in the building.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DISCUSS CITY LOGO

Meeting Date: December 12, 2011
 Item Type: Regular
 Contact: JTeppen, 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

PURPOSE/ACTION REQUESTED The City Council should provide direction on the updated City Logo

SUMMARY Staff was in contact with the Graphic Arts department at the Dakota County Technical College earlier this year to inquire whether a possible student project could be to update the City's logo.

At the start of this fall semester, students in a particular graphic arts class were given the assignment. Four logos were developed, and the Council has previously reviewed them and has selected one to further consider.

At the most previous review, Council requested that the designer make the letters thinner. The two final designs are attached for your consideration.

Once the Council decides which design to move forward with, staff will begin to incorporate the new logo on materials, but only when our current supplies are exhausted. The vinyl logos on the City's fleet will not be changed until the vehicle is replaced.

Staff requests direction.





CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: December 12, 2011
 Item Type: Administration
 Contact:
 Prepared by: Joe Lynch, City Administrator
 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

Discuss and determine Performance Evaluation tool and process for evaluation of City Administrator.

SUMMARY

For the last four years Council has used the same process in reviewing the performance of the City Administrator. This has not been the same device used in evaluating all other staff. I want to be sure that Council is satisfied that this method gets at what is needed and that there continues to be full participation. I am seeking direction from Council on whether you want to use the same form and process that we have used these last four years, or if you want to utilize a different tool and approach. The Mayor has suggested that I bring this up for discussion and try to get consensus. An approach we have not used is a face to face meeting between all Council Members and the City Administrator. I only offer this as one alternative to our current method.