INVER GROVE HEIGHTS CITY COUNCIL AGENDA
TUESDAY, MAY 29, 2012
8150 BARBARA AVENUE
7:00 P.M.

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

   A. i) Minutes – April 23, 2012 Council Work Session _____
      ii) Minutes – May 14, 2012 Council Work Session _____
      iii) Minutes – May 14, 2012 Regular Council Meeting _____
      iv) Minutes – May 21, 2012 Special Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending May 23, 2012 _____

   C. Approve Appointment of Ex-Officio Members of the Inver Grove Heights Fire Relief Association Board _____

   D. Approve 2012 Collective Bargaining Agreement with International Union of Operating Engineers, Local 70 _____

   E. Resolution Accepting Amendment No. 3 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 Neighborhood and Cahill Ct. _____

   F. Approve the Development Contract and related agreements for the Plat of East Campus Second Addition (Dakota County CDA) _____

   G. Approve Joint Powers Agreement with Dakota County to Establish Pharmaceutical Drug Disposal Program _____

   H. Consider Request for One-Day Liquor License Extension to Outdoor Area _____

   I. 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; Continuation of Assessment Hearing for City Project No. 2001-12, Concord Boulevard Reconstruction Phase II _____

B. **CITY OF INVER GROVE HEIGHTS**; Assessment Hearing for City Project No. 2011-09D, Urban Street Reconstruction (South Grove Area 6) _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. **PAUL AND JULIE ENGLESON**; Consider Resolution relating to a Variance to Install a Pool and Perimeter Walk 20 Feet from the Front Property Line whereas 30 Feet is required for property located at 6239 Boyer Path. _____

B. **MIDWEST MOTORS, LLC**; Consider a Resolution relating to a Variance to relocate a sign that exceeds maximum height requirements for property located at 1037 Hwy 110 _____

C. **CITY OF INVER GROVE HEIGHTS**; Consider the Third Reading of an Ordinance Amendment to allow Community Gardens as a Permitted Use in the Residential and Public/Institutional Zoning Districts _____

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN

INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, APRIL 23, 2012 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, April 23, 2012, in the City Hall Lower Level Training Room. Mayor Tourville called the meeting to order at 5:30 p.m. Present were Council members Grannis, Madden, Klein, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Finance Director Smith, Chief Stanger and Deputy Clerk Rheaume.

2. ASHER WATER TOWER

Mr. Thureen explained the application deadline for funding was May 4, 2012 and the City's intended use plan would be developed by June 1st. He noted the City did have an existing fund balance to help pay for some of the costs associated with the project.

Mayor Tourville questioned if the fund balance would hinder the City's chances of receiving funding for the project.

Mr. Thureen responded that he felt the City's application for funding would be strong. He presented photos of the existing water tower and the proposed new structure and reviewed the components and features of the new tower.

Jim Sweeney, Utilities Superintendent, explained the differences between the composite and fluted design. He noted that no issues were raised during discussion with the neighbors regarding the new tower and potential impacts to their views.

Councilmember Madden questioned what the capacity of the new tower would be.

Mr. Sweeney explained the City would acquire 1,000,000 gallons of useable storage whereas the tank currently houses only 650,000 to 700,000 gallons of useable storage. He stated the existing tower would be demolished in the late fall and construction would begin in early spring, 2013. He noted that excess space would be required during construction for staging purposes.

Mr. Thureen explained during interim construction period the City would use pumps to maintain pressure.

Mayor Tourville opined that the proposed plan was likely the cheapest way to do the project. He commented on the other features that would also be installed, such as restrooms.

Mr. Sweeney clarified that rough-ins would be included for future installation of bathrooms inside the tower.

Councilmember Madden questioned what would be done to secure the tower.

Mr. Sweeney stated an alarm would be installed, similar to what the City uses at other tower sites.

Mr. Thureen explained more information on the project would be presented to the City Council in the late summer.

3. UTILITY RATE STUDY DISCUSSION – PART 2

Mr. Thureen explained the proposed rate structure changes were modified based on Council input received on April 9th. He stated staff was looking for direction regarding the rate schedule revisions and the public education process.

Jessica Cook, Ehlers and Associates, reviewed the proposed water rates for 2013 and presented information from sample water customers. She reiterated that a change was necessary because the City did not have an appropriate rate structure in place to fit the State's conservation legislation. She explained for water service the fixed cost would decrease to $5.00 per month and the customer's cost would be based on usage. The proposed conservation rates charge more per gallon for peak water usage. Therefore, the customers creating the most demand for infrastructure will pay more for the cost of

operating and maintaining the system.

Ms. Cook explained that a 6% increase in sewer rates was proposed for 2013 in order to cover the increasing MCES water treatment costs. In 2014, annual increases of 3.5% are recommended. She stated other communities are in similar positions and have had to raise sewer rates in response to increasing MCES discharge fees. The City's proposed 2013 sewer rates were found to be competitive with the 2012 rates of neighboring communities that are part of the MCES regional sewer treatment system. She stated Inver Grove Heights' proposed 2013 rates were lower than the 2012 rates in both South St. Paul and West St. Paul. She noted that not all of the comparable cities have central water treatment and the cost of the infrastructure is difficult to compare because of different variables, such as topography.

Councilmember Madden stated his main concern is being able to explain to the residents why the increase is necessary.

Mr. Thureen stated there would be an extensive educational process for residents that would include Utility bill inserts, articles in Insights and information on the City's website.

Ms. Cook added that conservation literature would also be disseminated to residents.

Mayor Tourville stated it would be important to help residents understand that this is part of a statewide conservation measure, not just something that is exclusive to the City of Inver Grove Heights. He suggested that the educational literature on the storm water utility and proposed rate structures be sent out to residents at the same time.

4. CONCORD NEIGHBORHOOD STUDY

Mr. Link stated the City began a study of its Concord Boulevard Neighborhood Plan last spring. The study was divided into two phases, the first of which was designed to develop a refined land use plan and select specific redevelopment sites. The City hired Hoisington Koegler to complete the components of the first phase of the project. The second phase would consist of a market strategies study and the development of design guidelines for the project area. Mr. Link noted the City received a Metropolitan Council Livable Communities grant in the amount of $48,000 to put towards the completion of Phase II. He explained the City must begin the Phase II study within the next few weeks in order to be completed by the end of the year, a requirement of the grant.

Mr. Link explained the City's consultant developed three (3) different land use concepts, each with a slightly different arrangement and intensity of residential, commercial, and industrial land uses. He stated through an extensive public participation process and technical analysis, a preferred plan emerged because it would best achieve the City's redevelopment objectives and garnered the most public support. The preferred plan would be the basis for the Phase II market strategy study and design guidelines. The land use plan would then be incorporated into the Comprehensive Plan and be used to seek a developer in 2013. He explained the Phase I report also identified seven (7) potential redevelopment sites of which the Council should select two to three for further analysis as part of Phase II.

Brad Scheib, Hoisington Koegler, stated a set of goals was established for Phase I of the project and because of feedback received during the public input process a fourth goal was added to identify key public actions. He noted throughout the process he was surprised by the number of people that expressed interest in relocating, moving, or being part of the project. He provided an overview of the work that was completed as part of the study and described the planning process that was followed to complete Phase I. He reviewed the project influences, opportunities and potential issues that were identified in the area. He explained that portions of the neighborhood were divided into different districts in order to more closely examine the opportunities and issues within each specific area of Concord. Through the planning process a series of alternative land use concepts were explored with the neighborhood stakeholders. The concepts were presented in terms of future land use patterns and illustrative diagrams that tested development and site design based on the land use potentials. He reiterated that a master plan emerged

after public input and technical evaluation of the alternatives. He identified the twelve guiding principles that were used to define the individual character elements of future redevelopment and shape the preferred master plan. He explained the land use plan attempts to better define and locate appropriate land uses along Concord. He reviewed the land use categories that were implemented into the plan. He presented the illustrative plan to show both the nature of the density in redevelopment areas and an example of the way buildings should lay out and respond to the street network.

Councilmember Piekarski Krech clarified that Concord was being used as a buffer between residential and commercial development.

Mr. Scheib explained the concept fit as development moved to the west. He noted stronger, safer connections would be necessary across Concord.

Councilmember Grannis questioned if the proposed uses were different that what was proposed for the County CDA project that was voted down.

Mr. Link indicated an affordable housing development project could be a possible option.

Mr. Scheib added that the CDA has property in the area and a variety of programs at their disposal to potentially assist with redevelopment efforts. He explained at 66th Street and Concord the focus was primarily retail, while mixed use was envisioned at 68th Street and Concord. The Heritage Village Park master plan shows improvements on the Allied Waste site and the possibility of moving that business north via a private redevelopment initiative was discussed. He explained on Dickman Trail the vision was to create a quality business park through a replatting process and reorganization of the area. He noted the challenges to moving forward with redevelopment plans are determining the level of infrastructure that would be required, negotiating key property acquisitions, and sustained public involvement in the process. He suggested that the City Council examine and prioritize the seven (7) targeted areas for redevelopment to determine their viability.

Councilmember Grannis questioned if the proposed redevelopment plan meshed with the ongoing redevelopment efforts in South St. Paul.

Mr. Scheib explained most of the redevelopment efforts in South St. Paul were concentrated on the North end of Concord and included a lot of plans for housing.

Mr. Link added that Phase II of the study would include collaboration with South St. Paul.

The meeting was adjourned at 6:40 p.m.

DRAFT

INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, MAY 14, 2012 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, May 14, 2012, in the City Hall Lower Level Training Room. Mayor Tourville called the meeting to order at 5:30 p.m. Present were Council members Grannis, Madden, Klein, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Finance Director Smith, Chief Stanger and Deputy Clerk Rheaume.

2. PLANNING COMMISSION

Tom Bartholomew, Planning Commission Chair, commented on the new variance criteria that were established by the legislature. He commended staff for their efforts to educate both commissioners and applicants. He stated there has been very little confusion and the transition has been very smooth.

Mayor Tourville opined that the new standards are much better than they ever were before, primarily because the hardship requirement was removed. He thanked the commissioners for their service and stated that it is not always easy to look at items solely from a technical standpoint. He stated the Planning Commission does an excellent job of evaluating the cases that come before them and providing the City Council with the necessary information to make decisions.

Councilmember Piekarski Krech stated that she reads the Planning Commission minutes and finds it helpful to see the reasoning behind decisions that are made. She encouraged the commissioners to continue to articulate their thoughts and ideas.

3. COMMUNITY DEVELOPMENT

Mr. Link provided an update on activities within the department. He stated development has increased and as a result the number of planning applications has increased from activity seen in recent years. He noted the applications have become more complex and require more staff time and often collaboration with other departments, especially engineering. He provided an overview of the projects the planning department was working on including the Concord Boulevard Neighborhood Study and various ordinance amendments. He explained activity in the Inspections department has also increased as the number of permits and inspections has increased approximately 10-20%. He noted the Target store was slated to open at the end of July and reminded the Council that the developer was required to construct three (3) retail buildings before the end of the year. He touched on the other large-scale developments the inspections department has been involved with in the past year and will continue to be involved with in the coming months. The number of calls in the code compliance area is on the rise. The complaints this time of year are generally related to junk in yards, tall grass, and weeds. The case load has increased and the code compliance specialist has also been asked to review existing conditional use permits for compliance. Mr. Link also outlined activity and initiatives taking place on the Housing Committee and Economic Development Authority.

4. POVOLNY

Mr. Thureen stated the owner of Povolny Specialties, located on Courthouse Boulevard, has been planning to expand his facility. The property is located on the border with Eagan, and although it is technically located in the City's Northwest Area the stormwater runoff from the property drains into Eagan's storm water management system. He explained that Mr. Povolny requested that he be allowed to abide by Eagan's stormwater design standards because they are less stringent than those requirements for the Northwest Area. Following discussions with the City of Eagan, all parties are agreeable to using a design that would meet Eagan's design standards because the parcel drains to the Eagan system, which has an outlet.

Councilmember Madden asked if there would be any disadvantage for the City if Mr. Povolny was allowed to abide by Eagan's design standards.

Mr. Thureen stated there would not be a down side as long as the City of Eagan was ok with it.

Mr. Kuntz questioned which City would be collecting fees.

Mr. Thureen stated there would be no water or sewer charges and stormwater is not part of the joint powers agreement with Eagan, so Mr. Povolny would pay Inver Grove Heights fees. He explained Eagan would have to amend the existing joint powers agreement to collect fees.

5. <u>2013 BUDGET</u>

Mr. Lynch stated staff is beginning the process to develop the 2013 budgets and resultant tax levies. He explained some preliminary budget and tax information was available for Council to review. Staff requested direction regarding the preliminary levy the Council would like to pursue in September.

Ms. Smith stated information was received from the county regarding the change in market value and tax capacity for taxes payable in 2013. In comparison to 2012, market values are decreasing by 5.8% and tax capacity by 5.0%. She noted this was the fourth year of decreases to market values and tax capacities. She explained for taxes payable in 2012 market value decreased by 7.5% and tax capacity by 6.5%. She stated at this time there were no established levy limits for 2013. Although the 2011 CAFR has yet to be presented to the Council, preliminary indications are that the General Fund may have a surplus near $545,000 prior to carryover requests. She stated this was good news considering the original budget anticipated using $524,500 of fund balance. She reminded the Council that they are scheduled to adopt preliminary tax levies and budgets on September 10, 2012 and final tax levies and budgets on December 10, 2012. She noted that staff and the Council would meet numerous times over the remainder of the year to discuss the budget.

Mr. Lynch explained if the Council's direction was to keep the tax rate the same, approximately $741,600 would need to be cut from operations. If the Council's direction was to keep the tax levy dollar amount the same, a 6.14% increase in the tax rate would be necessary.

Councilmember Grannis suggested that the Council keep the tax levy the same as they have done in previous years, and then use the budget meetings with staff to come up with different options to keep the tax rate as close as possible to a 0% increase.

Councilmember Piekarski Krech stated budget cuts would have to be made because they cannot continue to rely on one-time transfers from other sources.

Mayor Tourville concurred with the suggestion that staff use the same tax levy with a 6.14% rate as the starting point and then develop different scenarios the Council could consider to get the tax rate increase closer to 0%.

The meeting was adjourned at 6:40 p.m.

DRAFT

INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, MAY 21, 2012 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Monday, May 21, 2012, in the City Council Chambers. Mayor Tourville called the meeting to order at 8:00 p.m. Present were Council members Grannis, Madden, Klein, and Piekarski Krech; Assistant City Administrator Teppen and City Attorney Kuntz.

2. COMMISSION APPOINTMENTS

The City Attorney outlined the balloting process that the Council has used for the past number of years to choose their Board and Commission members.

Motion by Piekarski Krech, second by Madden, to reappoint Dustin Bower, Robert Heidenreich and Ted Trenzeluk to the Environmental Commission.

Ayes: 5
Nays: 0 Motion carried.

Motion by Madden, second by Piekarski Krech, to reappoint Heikkila and Jenelle Teppen to the Convention and Visitors Bureau.

Ayes: 5
Nays: 0 Motion carried.

Mr. Kuntz informed the Council that after the first round of balloting for the Parks and Recreation Advisory Commission, Joseph Boehmer received five votes.

Motion by Madden, second by Klein, to reappoint Joseph Boehmer to the Parks and Recreation Advisory Commission.

Ayes: 5
Nays: 0 Motion carried.

Motion by Madden, second by Klein, to appoint Dennis Schueller and Mary Hapka to the Parks and Recreation Advisory Commission.

Ayes: 5
Nays: 0 Motion carried.

The Council proceeded with the balloting process for the Planning Commission.

Mr. Kuntz informed the Council that after the first round of balloting, Harold Gooch and Annette Maggi received five votes.

Motion by Madden, second by Grannis, to appoint Harold Gooch and Annette Maggi to the Planning Commission.

Ayes: 5
Nays: 0 Motion carried.

Mr. Kuntz informed the Council that after the second round of balloting, Paul Hark received five (5) votes. Tom Bartholomew received three (3) votes and Kevin Vernon Harris received two (2) votes.

Motion by Piekarski Krech, second by Klein, to appoint Paul Hark to the Planning Commission and to appoint Tom Bartholomew to Planning Commission's vacant term expiring in 2013.

Ayes: 5
Nays: 0 Motion carried.

Motion by Klein, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 8:35 p.m.

DRAFT

AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 29,2012		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Bill Schroepfer 651-450-2516	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of May 10, 2012 to May 23, 2012.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 23, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	$426,496.18
Debt Service & Capital Projects	54,117.40
Enterprise & Internal Service	272,938.15
Escrows	3,891.06
Grand Total for All Funds	$757,442.79

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 May 10, 2012 to May 23, 2012 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING May 23, 2012

WHEREAS, a list of disbursements for the period ending May 23, 2012 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	$426,496.18
Debt Service & Capital Projects	54,117.40
Enterprise & Internal Service	272,938.15
Escrows	3,891.06
Grand Total for All Funds	$757,442.79

Adopted by the City Council of Inver Grove Heights this 29th day of May, 2012.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 5/10/2012 - 5/23/2012

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	511493/5	05/16/2012	CUST 501126	101.43.5200.443.60016	33.11
ACE PAINT & HARDWARE	511531/5	05/16/2012	CUST #501126	101.43.5200.443.60016	16.01
ACE PAINT & HARDWARE	510634/5	05/23/2012	3/2/12	101.43.5200.443.60040	5.33
AFSCME COUNCIL 5	INV0009391	05/04/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	19.64
AFSCME COUNCIL 5	INV0009865	05/18/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	39.54
AFSCME COUNCIL 5	INV0009866	05/18/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	805.24
AFSCME COUNCIL 5	INV0009867	05/18/2012	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	58.92
ALL GOALS, INC.	9992	05/16/2012	P O # MARK IGH MAINT. GARAGE	101.44.6000.451.60065	2,919.00
APEX ROOFING & SIDING CO LLC	RECEIPT #22581 REFUND REQ. 11980 AKRON AV	05/16/2012	RECEIPT #22581, REFUND REQ 11980 AKRON AV	101.45.0000.3221000	79.60
APPLE STORE	4/26/12	05/17/2012	ELAN CC 5/17/12	101.41.1100.413.60018	41.78
ARAMARK UNIFORM SERVICES	629-7492361	05/16/2012	CUST #15353001	101.43.5200.443.60045	26.24
ARAMARK UNIFORM SERVICES	629-7492361	05/16/2012	CUST #15353001	101.44.6000.451.60045	30.26
ARAMARK UNIFORM SERVICES	629-7497254	05/23/2012	CUSTOMER 15353001	101.44.6000.451.60045	50.37
ARAMARK UNIFORM SERVICES	629-7497254	05/23/2012	CUSTOMER 15353001	101.43.5200.443.60045	104.16
ARROWHEAD SCIENTIFIC, INC.	54343	05/16/2012	P O 3MARGIE SCHULTZ	101.42.4000.421.60065	169.40
AT & T MOBILITY	5/4/12 287237771092	05/23/2012	ACCOUNT 287237771092	101.41.1100.413.50020	25.96
AT & T MOBILITY	5/4/12 287237771092	05/23/2012	ACCOUNT 287237771092	101.41.1000.413.50020	51.30
BARNA, GUZY, & STEFFEN LTD	96913	05/23/2012	LABOR 50003-005	101.41.1100.413.30430	364.00
BATTLES, SHANNON	3/21/12	05/23/2012	REIMBURSE-CAFR REVIEW MEETING	101.41.2000.415.50075	20.00
BATTLES, SHANNON	3/21/12	05/23/2012	REIMBURSE-CAFR REVIEW MEETING	101.41.2000.415.50065	18.87
BROTHER MOBILE SOLUTIONS INC	590030648	05/23/2012	ACCOUNT 1627	101.42.4000.421.60065	229.94
BUDGET SANDBLASTING & PAINTING INC	PARK MAINT 1/30/12 B	05/16/2012	70TH ST TUNNEL	101.44.6000.451.60066	1,260.00
BUDGET SANDBLASTING & PAINTING INC	PARK MAINT 4/28/12	05/16/2012	LOCATION 52 TUNNEL	101.44.6000.451.60066	1,920.00
CENTURY LINK	ACCT #651-457-7674	05/16/2012	IGH PARK & REC	101.44.6000.451.50020	41.74
CENTURY LINK	ACCT#651-457-7671	05/16/2012	IGH PARK & REC	101.44.6000.451.50020	41.74
CHIEF LAW ENFORCEMENT SUPPLY	482054	05/16/2012	CUST #229651	101.42.4000.421.60006	427.98
CHIEF LAW ENFORCEMENT SUPPLY	484648	05/16/2012	CUST #229651, ORDER #740961	101.42.4000.421.60006	318.99
CITY OF SAINT PAUL	122913	05/16/2012	DEPT PUBLIC WORKS ST MAINTENANCE	101.43.5200.443.60016	1,538.79
CITY OF SAINT PAUL	122968	05/16/2012	RADIO SVC & MAINT APRIL 2012	101.42.4000.421.40042	130.94
COLLINS ELECTRICAL CONST.	1230539.01	05/23/2012	UPPER 55TH AND BISHOP	101.43.5400.445.30700	262.00
COLLINS ELECTRICAL CONST.	1230540.01	05/23/2012	UPPER 55TH AND CENEX	101.43.5400.445.30700	600.02
COORDINATED BUSINESS SYSTEMS	CNIN093688	05/23/2012	CUST #4555082	101.42.4200.423.30700	123.75
COSSETTA EVENTI	4/13/12	05/17/2012	ELAN CC 5/17/12	101.41.1000.413.50075	771.29
CROWN TROPHY	A1853	05/23/2012	POLICE DEPT PLAQUES	101.42.4000.421.60065	36.74
CUB FOODS	4/7/12 & 4/13/12 & 4/19/12	05/17/2012	ELAN CC 5/17/12	101.41.1100.413.60018	48.17
CUB FOODS	4/7/12 & 4/13/12 & 4/19/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.50075	17.41
DAKOTA AWARDS INC	1205363	05/23/2012	CUSTOMER IN23037	101.41.1100.413.60040	81.95
DAKOTA CTY PHYSICAL DEVELOPMENT	WASTE MANAGEMENT CUSTOMER 2598 5/17/1	05/23/2012	CUSTOMER 2598 EPA ID MND007183841	101.43.5200.443.30700	2,312.64
DAKOTA CTY PROP TAXATION & RECORDS	2012 PROPERTY ID 20 12051 00 010	05/23/2012	2012 PROPERTY ID 20 12051 00 010	101.43.5200.443.80100	5.10
DAKOTA CTY PROP TAXATION & RECORDS	2012 PROPERTY ID 20 12051 00 020	05/23/2012	2012 PROPERTY ID 20 12051 00 020	101.43.5200.443.80100	12.84
DAKOTA CTY PROP TAXATION & RECORDS	2012 PROPERTY ID 20 12051 00 030	05/23/2012	2012 PROPERTY ID 20 12051 00 030	101.43.5200.443.80100	6.46
DAKOTA CTY PROP TAXATION & RECORDS	2012 PROPERTY ID 20 12051 00 050	05/23/2012	2012 PROPERTY ID 20 12051 00 050	101.43.5200.443.80100	6.46
DAKOTA CTY PROP TAXATION & RECORDS	2012 PROPERTY ID 20 12051 00 070	05/23/2012	2012 PROPERTY ID 20 12051 00 070	101.43.5200.443.80100	399.76
DAKOTA CTY PROP TAXATION & RECORDS	2012 PROPERTY ID 20 12051 00 080	05/23/2012	2012 PROPERTY ID 20 12051 00 080	101.43.5200.443.80100	6.46
DAKOTA ELECTRIC ASSN	4/25/12 ACCT #246837-9 PARK & REC CONCESS	05/16/2012	ACCT #246837-9	101.44.6000.451.40020	883.64
DAKOTA ELECTRIC ASSN	4/25/12 ACCT #250165-8 PARK & REC PICNI	05/16/2012	ACCT 3250165-8	101.44.6000.451.40020	225.17
DAKOTA ELECTRIC ASSN	4/25/12 ACCT #393563-2 PARKS RV MAINT BLD	05/16/2012	ACCT #393563-2	101.44.6000.451.40020	307.77
DAKOTA ELECTRIC ASSN	ACCT: 443054-2 SO LAKES HOCKEY LIGHTS	05/16/2012	ACCT: 443054-2	101.44.6000.451.40020	10.94
DAKOTA ELECTRIC ASSN	5/3/12 109394-	05/23/2012	ACCOUNT 109394-7	101.43.5400.445.40020	1,156.33
DICKEY'S	4/14/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.50075	102.73
DODGE, STEVE	MN ENGINEER LICENCE	05/16/2012	MN ENGINEER LICENSE	101.43.5100.442.50070	135.50
DULUTH TRADING CO.	4/3/12 & 4/6/12	05/17/2012	ELAN CC 5/17/12	101.45.3300.419.60045	265.80
DULUTH TRADING CO.	4/3/12 & 4/6/12	05/17/2012	ELAN CC 5/17/12	101.45.3300.419.60045	235.26
EFTPS	INV0009869	05/18/2012	FEDERAL WITHHOLDING	101.203.2030200	39,504.79
EFTPS	INV0009871	05/18/2012	MEDICARE WITHHOLDING	101.203.2030500	11,531.64
EFTPS	INV0009872	05/18/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	31,145.31
EFTPS	INV0009979	05/21/2012	FEDERAL WITHHOLDING	101.203.2030200	155.43
EFTPS	INV0009981	05/21/2012	MEDICARE WITHHOLDING	101.203.2030500	47.06
EFTPS	INV0009982	05/21/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	168.78
EFTPS	INV0009988	05/21/2012	FEDERAL WITHHOLDING	101.203.2030200	494.06
EFTPS	INV0009990	05/21/2012	MEDICARE WITHHOLDING	101.203.2030500	91.62
EFTPS	INV0009991	05/21/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	328.59
ENTERPRISE RENT-A-CAR	4/23/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.50080	415.98
FDIC	4/17/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.50065	325.00
FIRE EQUIPMENT SPECIALTIES, INC.	7533	05/23/2012	CUSTOMER 2059IGHFD	101.42.4200.423.60045	7,324.59
FIRE EQUIPMENT SPECIALTIES, INC.	7534	05/23/2012	CUSTOMER 2059IGHFD	101.42.4200.423.60045	144.29
FIRST IMPRESSION GROUP, THE	48357	05/16/2012	P O BETHANY ADAMS	101.44.6000.451.50030	128.55
FIRST IMPRESSION GROUP, THE	48423	05/16/2012	P O JENELLE TEPPEN	101.42.4000.421.50030	85.00
FIRST IMPRESSION GROUP, THE	48463	05/23/2012	CUSTOMER 4363	101.41.1100.413.50032	2,720.00
FIRSTSCRIBE	24160	05/16/2012	ORWAY WEB APPL	101.43.5100.442.60042	250.00
FOX, KIM	5/11/12 MILEAGE	05/16/2012	MILEAGE DELIVERING PC PACKETS	101.45.3000.419.50065	16.65
GERTENS	249945	05/16/2012	CUST 103566, ORDER 208179	101.43.5200.443.60016	74.19
GERTENS	248064	05/23/2012	CUST #103566	101.44.6000.451.60016	109.44
GEXPRO	795-183404	05/23/2012	CUSTOMER 011750	101.42.4200.423.40040	85.32
GOOGLE, INC	5/9/12	05/23/2012	63115-224501	101.42.4000.421.30700	25.00
GOVERNMENT FINANCE OFFICERS ASSOC.	NOTICE #0162001	05/16/2012	MEMBER #300179087	101.41.2000.415.50070	225.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBER #300088583	05/16/2012	GOVERNMENT ACCT, AUDIT, FIN REPORT	101.41.2000.415.60018	168.00
HAHN, NICHOLAS	BOOTS	05/16/2012	SAFETY EQUIP	101.43.5100.442.60045	158.50
ICMA RETIREMENT TRUST - 457	INV0009821	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0009822	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	276.11
ICMA RETIREMENT TRUST - 457	INV0009823	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0009824	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	485.41
ICMA RETIREMENT TRUST - 457	INV0009825	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0009826	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	274.20
ICMA RETIREMENT TRUST - 457	INV0009827	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,090.00
ICMA RETIREMENT TRUST - 457	INV0009828	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	116.12
ICMA RETIREMENT TRUST - 457	INV0009829	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0009830	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	673.17
ICMA RETIREMENT TRUST - 457	INV0009831	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0009832	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	167.61
ICMA RETIREMENT TRUST - 457	INV0009833	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,553.84
ICMA RETIREMENT TRUST - 457	INV0009834	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	314.84
ICMA RETIREMENT TRUST - 457	INV0009835	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0009836	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	374.17
ICMA RETIREMENT TRUST - 457	INV0009837	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0009838	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	411.57
ICMA RETIREMENT TRUST - 457	INV0009839	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0009840	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	130.96
ICMA RETIREMENT TRUST - 457	INV0009841	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0009842	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	2.58
ICMA RETIREMENT TRUST - 457	INV0009843	05/18/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	525.00
ICMA RETIREMENT TRUST - 457	INV0009844	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	215.26
ICMA RETIREMENT TRUST - 457	INV0009845	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0009846	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0009847	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0009848	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	752.48
ICMA RETIREMENT TRUST - 457	INV0009849	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0009850	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0009851	05/18/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,527.19
ICMA RETIREMENT TRUST - 457	INV0009852	05/18/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0009861	05/18/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0009862	05/18/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
ING DIRECT	INV0010020	05/21/2012	MSRS-HCSP	101.203.2032200	1,176.39
JIMMY JOHN'S SANDWICHES	4/24/12	05/17/2012	ELAN CC 5/17/12	101.41.1000.413.50075	154.90
KALDUNSKI, TOM	MN PROF ENG LIC	05/16/2012	PE LICENSE	101.43.5100.442.50070	135.50
KDV (KERN, DEWENTER, VIERE, LTD)	148439	05/23/2012	CLIENT 04032	101.41.2000.415.30100	7,500.00
KENNEDY & GRAVEN	NV125-00040, NV125-00043	05/16/2012	THROUGH FEB 29, 2012 NV125-00040, NV125-0(	101.45.3000.419.30440	5,342.98
LANGUAGE LINE SERVICES	24946661	05/23/2012	ACCOUNT 902-0909043	101.42.4000.421.50020	7.74
LAQUINTA INNS & SUITES	4/21/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.50075	522.99
LEST-GERMAIN	4/26/12	05/17/2012	ELAN CC 5/17/12	101.42.4000.421.50075	746.94
LEVANDER, GILLEN & MILLER P.A.	4/30/12	05/16/2012	4/30/12	101.42.4000.421.30410	2,880.44
LEVANDER, GILLEN & MILLER P.A.	4/30/12	05/16/2012	4/30/12	101.42.4000.421.30410	5,774.32
LEVANDER, GILLEN & MILLER P.A.	4/30/12	05/16/2012	4/30/12	101.42.4000.421.30410	4,856.23
LEVANDER, GILLEN & MILLER P.A.	4/30/12	05/16/2012	4/30/12	101.42.4000.421.30410	925.07
LEVANDER, GILLEN & MILLER P.A.	4/30/12	05/16/2012	4/30/12	101.42.4000.421.30410	1,981.34
LEVANDER, GILLEN & MILLER P.A.	4/30/12	05/16/2012	4/30/12	101.42.4000.421.30410	176.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	568.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.41.1000.413.30401	6,743.80
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	28.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.45.3000.419.30420	184.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	25.40
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.43.5000.441.30420	1,439.92
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	16.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	28.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	11.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.45.3200.419.30420	1,259.54
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.45.3200.419.30420	950.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.45.3300.419.30420	120.69
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.43.5100.442.30420	24.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.44.6000.451.30420	1,481.40
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	101.42.4000.421.30420	16.00
LOCAL GOVERNMENT INFORMATION SYSTEM	35115	05/16/2012	APPL POLICE APS & MCD	101.42.4000.421.70300	1,419.00
LOUCKS ASSOCIATES	24719	05/16/2012	PROJ 011333.00	101.44.6000.451.30700	3,435.20
M & J SERVICES, LLC	208	05/16/2012	80TH COLEMAN & 80TH CT SIDEWALK SECTIONS	101.43.5200.443.40046	1,820.00
M & J SERVICES, LLC	209	05/16/2012	80TH COLEMAN & 80TH CT TRIP HAZARDS	101.43.5200.443.40046	390.00
M & J SERVICES, LLC	210	05/16/2012	CARMEN AVE OUTLET PIPE	101.43.5200.443.40066	3,750.00
M & J SERVICES, LLC	211	05/16/2012	72ND CT r&r CURB	101.43.5200.443.40046	1,495.00
M & J SERVICES, LLC	226	05/23/2012	80TH STREET	101.43.5200.443.40046	4,382.00
M & J SERVICES, LLC	227	05/23/2012	80TH STREET	101.43.5200.443.40046	550.00
M & J SERVICES, LLC	228	05/23/2012	DAWN AVE	101.43.5200.443.40066	1,925.00
M & J SERVICES, LLC	232	05/23/2012	110 FRONTAGE	101.43.5200.443.40066	7,865.00
M & J SERVICES, LLC	233	05/23/2012	80TH STREET	101.43.5200.443.40046	385.00
MENDOTA HEIGHTS FIRE RELIEF	4 2012	05/23/2012	JUMPER RENTAL	101.42.4200.423.30700	150.00
METRO ATHLETIC SUPPLY	140763	05/23/2012	CUST ID INV500	101.44.6000.451.60016	2,334.63
MIDWAY PARTY RENTAL	4/17/12	05/17/2012	ELAN CC 5/17/12	101.41.1100.413.60018	482.22
MINNEAPOLIS OXYGEN CO.	171037853	05/16/2012	ACCT 113504	101.42.4200.423.40042	14.11
MINNEAPOLIS OXYGEN CO.	171037854	05/16/2012	ACT 113505	101.42.4200.423.40042	77.59
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0009819	05/18/2012	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0009820	05/18/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID: 41600525	101.203.2032100	484.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN CHIEFS OF POLICE ASSOCIATION	3369	05/23/2012	LEADERSHIP ACADEMY MAY 7-10	101.42.4000.421.50080	450.00
MN DEPT OF AGRICULTURE	5/15/12 PESTICIDE APPL	05/16/2012	5/15/12 PESTICIDE APPL	101.43.5200.443.50070	15.00
MN DEPT OF LABOR & INDUSTRY	APRIL 2012	05/11/2012	APRIL 2012 SURCHARGE ACH	101.41.0000.3414000	(46.26)
MN DEPT OF LABOR & INDUSTRY	APRIL 2012 SURCHARGE	05/11/2012	APRIL 2012 SURCHARGE	101.207.2070100	2,313.08
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.207.2070300	45.19
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.207.2070300	1.05
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.44.6000.451.60040	56.12
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.43.5200.443.40066	0.93
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.44.6000.451.60016	42.97
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.44.6000.451.60016	33.69
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.44.6000.451.60016	170.50
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	101.44.6000.451.60011	11.25
MN DEPT OF REVENUE	INV0009870	05/18/2012	STATE WITHHOLDING	101.203.2030300	16,725.67
MN DEPT OF REVENUE	INV0009980	05/21/2012	STATE WITHHOLDING	101.203.2030300	65.44
MN DEPT OF REVENUE	INV0009989	05/21/2012	STATE WITHHOLDING	101.203.2030300	166.91
MN GLOVE & SAFETY, INC.	262805	05/23/2012	REF # BRIAN SWOBODA	101.44.6000.451.60045	36.07
MORSE, BRAD	5/11/12	05/23/2012	REPLACE MAILBOX DUE TO DAMAGE	101.43.5200.443.60016	75.00
NATURE CALLS, INC.	15861	05/23/2012	CUST ID CITY OF IGH	101.44.6000.451.40065	569.00
NEENAH FOUNDRY COMPANY	752762	05/23/2012	CUSTOMER I83000	101.43.5200.443.40066	376.20
NEXTEL COMMUNICATIONS	249383315-126	05/23/2012	ACCOUNT 249383315	101.43.5200.443.50020	294.33
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.60010	19.05
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.60006	71.05
OPTUMHEALTH FINANCIAL SERVICES	INV0009863	05/18/2012	HSA ELECTION-SINGLE	101.203.2032500	2,273.50
OPTUMHEALTH FINANCIAL SERVICES	INV0009864	05/18/2012	HSA ELECTION-FAMILY	101.203.2032500	4,230.95
PERA	INV0009853	05/18/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,502.19
PERA	INV0009855	05/18/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,638.84
PERA	INV0009856	05/18/2012	PERA COORDINATED PLAN	101.203.2030600	15,638.84
PERA	INV0009857	05/18/2012	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0009858	05/18/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0009859	05/18/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	15,436.25
PERA	INV0009860	05/18/2012	PERA POLICE & FIRE PLAN	101.203.2030600	10,290.85
PERA	INV0009976	05/21/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	16.02
PERA	INV0009977	05/21/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	100.12
PERA	INV0009978	05/21/2012	PERA COORDINATED PLAN	101.203.2030600	100.12
PERA	INV0009985	05/21/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	31.59
PERA	INV0009986	05/21/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	197.47
PERA	INV0009987	05/21/2012	PERA COORDINATED PLAN	101.203.2030600	197.47
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	JM NDCBO MTG	101.45.3300.419.50080	8.00
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	MR CITY COUNCIL DINNER AND FRAME	101.41.1000.413.50075	5.98
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	PETTY CASH	101.41.1000.413.60065	6.42
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	FM NDCBO MTG	101.45.3300.419.50080	8.00
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	TM DAVID NEAMEYER NDCBO	101.45.3300.419.50080	8.00
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	DAK CTY BLDG OFF. MTS	101.45.3300.419.50080	8.00
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	TK ENG MTG 3/16	101.43.5000.441.50075	13.54
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	JL PKG NPS MTG	101.44.6000.451.50065	7.50
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	FM NO DAKOTA CNTY BLDG OFF. MTG	101.45.3300.419.50080	8.00
PINE BEND PAVING, INC.	220912	05/16/2012	4/24/12	101.43.5200.443.60016	426.34
PINE BEND PAVING, INC.	225212	05/23/2012	5/1/12	101.43.5200.443.60016	330.32
PINE BEND PAVING, INC.	230212	05/23/2012	5/10/12	101.43.5200.443.60016	498.05
POTBELLY SANDWICH WORKS	4/9/12	05/17/2012	ELAN CC 5/17/12	101.41.1000.413.50075	140.45
PRECISE MRM	303720	05/16/2012	ORDER #304930	101.43.5200.443.50070	75.65
PRECISE MRM	304214	05/16/2012	P O #PRICIES MAR2012 INV, ORDER #305503	101.43.5200.443.50070	12.92
PROFESSIONAL EQUIPMENT	4/18/12	05/17/2012	ELAN CC 5/17/12	101.45.3300.419.60040	60.20
RCM SPECIALTIES, INC.	3366	05/16/2012	5/4/12 OATCHING	101.43.5200.443.40046	11,345.00
RCM SPECIALTIES, INC.	3369	05/16/2012	5/10/12 6 PATCHING	101.43.5200.443.40046	13,614.00
RCM SPECIALTIES, INC.	3373	05/16/2012	5/10/12 144 CRS2 EMULSION TICKET 406829	101.43.5200.443.60016	391.68
RCM SPECIALTIES, INC.	3375	05/16/2012	5/14/12 4 PATCHING	101.43.5200.443.40046	9,076.00
RICOH AMERICAS CORPORATION	414445636	05/23/2012	CONTRACT SVC00569744-R3	101.43.5000.441.40044	280.24
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	101.45.3000.419.60010	51.28
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	101.41.2000.415.60070	66.14
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	101.45.3300.419.60070	20.19
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	101.45.3300.419.60040	20.68
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	april 2012	101.41.2000.415.60070	160.36
SAM'S CLUB	ACCT 7715090401334891 4/23/12	05/16/2012	IGH FIRE DEPT ACCT 7715090401334891	101.42.4200.423.50070	17.50
SAM'S CLUB	ACCT 7715090401334891 4/23/12	05/16/2012	IGH FIRE DEPT ACCT 7715090401334891	101.42.4200.423.70600	54.26
SCHRANDT, KASEY	5/10/12 GAS	05/16/2012	5/10/12 GAS	101.42.4000.421.50065	10.00
SCRIBD.COM	4/24/12	05/17/2012	ELAN CC 5/17/12	101.41.1100.413.60018	5.00
SHERWIN-WILLIAMS	8039-5	05/16/2012	ACCT #6682-5453-5	101.44.6000.451.60066	3,080.20
SHERWIN-WILLIAMS	2327-4	05/23/2012	ACCT #6682-5453-5	101.44.6000.451.60016	366.09
SOLBERG AGGREGATE CO	7967	05/16/2012	TICKET #226631, 226657, 226711, 226713, 22672	101.43.5200.443.60016	488.38
SOLBERG AGGREGATE CO	7999	05/16/2012	TICKET #226791 & 226802	101.43.5200.443.60016	170.79
SOUTH EAST TOWING	178650	05/23/2012	CASE 12-894	101.42.4000.421.60065	154.97
SOUTH ST PAUL ANIMAL HOSPITAL	FEBRUARY-APRIL 2012	05/23/2012	FEBRUARY-APRIL 2012	101.42.4000.421.70501	343.01
SPRINT	378740559-019	05/16/2012	ACCT: 378740559	101.43.5100.442.50020	224.49
SPRINT	378740559-019	05/16/2012	ACCT: 378740559	101.43.5000.441.50020	51.31
SPRINT	603079272-008	05/23/2012	account 603079272	101.45.3000.419.50020	59.08
SPRINT	603079272-008	05/23/2012	ACCOUNT 603079272	101.41.1100.413.50020	70.21
STERLING CODIFIERS	12336	05/23/2012	CUSTOMER IN0921	101.41.1100.413.30700	2,703.00
STREICHER'S	I905625	05/16/2012	SALES ORDER #S1009557	101.42.4000.421.60018	4,967.42
STREICHER'S	I925791	05/16/2012	SALES ORDER #S1009557	101.42.4000.421.60018	1,241.99
STREICHER'S	I928300	05/23/2012	ORDER S1009557	101.42.4000.421.60018	5,970.04
SU-Z'S EMBROIDERY INC	4/12/12	05/17/2012	ELAN CC 5/17/12	101.45.3300.419.60045	33.21
TNC INDUSTRIES INC	29950	05/23/2012	JOB 2012-019	101.42.4200.423.40040	471.42
TNC INDUSTRIES INC	29953	05/23/2012	JOB 2012-023	101.42.4200.423.40040	341.73
TRACTOR SUPPLY CREDIT PLAN	4/11/12 TICKET #68475	05/16/2012	P O TYLOR STREETS	101.43.5200.443.60016	7.81
TRACTOR SUPPLY CREDIT PLAN	5/7/12 TICKET #71254	05/16/2012	P O JEFF	101.43.5200.443.60016	7.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRACTOR SUPPLY CREDIT PLAN	73298	05/23/2012	5/21/12	101.43.5200.443.60016	29.95
TURITTO'S PIZZA	4/23/12	05/17/2012	ELAN CC 5/17/12	101.41.1000.413.50075	68.87
TWIN CITY PALLET INC	31203	05/16/2012	MISC PALLETS	101.44.6000.451.60065	80.00
UNIFORMS UNLIMITED	119940	05/16/2012	ACCT #114866	101.42.4000.421.60045	9.59
UNITED WAY	INV0009868	05/18/2012	UNITED WAY	101.203.2031300	160.00
UNIVERSITY NATIONAL BANK	INV0009854	05/18/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	391.94
USA MOBILITY WIRELESS INC	V0317409-1	05/16/2012	ACCT #0317409-1	101.42.4000.421.50020	9.80
VANDERHEYDEN LAW OFFICE, P.A.	INV0009818	05/18/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	366.42
WAGNER'S SOD CO, INC	12-1385	05/16/2012	CITY HALL, SOD PICK UP	101.44.6000.451.60016	75.52
WALKER LAWN CARE, INC.	2375	05/16/2012	PARKS DEPT WEED CONTROL SPRAY	101.44.6000.451.60035	154.97
WAL-MART - IGH	4/24/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.60065	116.91
WAL-MART - IGH	4/24/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.50030	17.87
WAL-MART - IGH	4/27/12	05/17/2012	ELAN CC 5/17/12	101.42.4200.423.60065	(26.75)
XCEL ENERGY	STATEMENT #323992214	05/16/2012	51-6431857-4 5/31/12	101.42.4200.423.40010	447.67
XCEL ENERGY	STATEMENT #323992214	05/16/2012	51-6431857-4 5/31/12	101.42.4200.423.40020	938.46
XCEL ENERGY	323806044	05/23/2012	ACCOUNT 51-5279113-0	101.43.5400.445.40020	385.25
XCEL ENERGY	323806044	05/23/2012	ACCOUNT 51-5279113-0	101.43.5200.443.40020	208.00
XCEL ENERGY	323994484	05/23/2012	ACCOUNT 51-6435129-1	101.43.5400.445.40020	142.22
XCEL ENERGY	324710743	05/23/2012	ACCOUNT 51-5185446-3	101.42.4000.421.40042	40.52
YAHOO! CUSTODIAN OF RECORDS	4/27/12	05/23/2012	REFERENCE 203669	101.42.4000.421.30700	20.44
Fund: 101 - GENERAL FUND					**356,696.81**
AMERICAN HIKING SOCIETY	4/12/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.50080	74.95
AVP ENERGY STATION	4/2/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.60009	74.95
BUDGET SIGN AND GRAPHICS	52902	05/16/2012	THE GROVE COREX SIGNS	204.44.6100.452.60009	34.20
BUDGET SIGN AND GRAPHICS	53173	05/23/2012	5/8/12	204.44.6100.452.60009	21.38
CORNER STORE, THE	4/3/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.60009	45.13
CUB FOODS	4/7/12 & 4/13/12 & 4/19/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.60009	7.90
FIRST IMPRESSION GROUP, THE	48357	05/16/2012	P O BETHANY ADAMS	204.44.6100.452.50030	128.55
HAGGERTY BILLY	5/4/12 YOUTH LACROSSE COACH CONTRACT	05/16/2012	63.2% YOUTH LACROSS COACH CONTRACT	204.44.6100.452.30700	252.80
LAVIN LACROSSE LLC	4/10/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.60009	306.02
MAYER ARTS INC	1949 FROM MAYER ARTS INC	05/16/2012	CLASSES	204.44.6100.452.30700	912.00
METRO ATHLETIC SUPPLY	140427	05/16/2012	CUST INV500	204.44.6100.452.60009	468.33
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	204.207.2070300	539.81
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.60009	25.26
PETROVSKI, NICOLE	5/19/12	05/23/2012	SPRING MBSLA LACROSSE COACH GR 5-6	204.44.6100.452.30700	400.00
PUMP IT UP	4/5/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.50090	154.26
SAFE-WAY BUS COMPANY	4584	05/23/2012	BUS PUMP IT UP	204.44.6100.452.40065	199.30
SAM'S CLUB	508	05/16/2012	PARK & REC, ACCT #7715090065702540	204.44.6100.452.60009	70.41
SAM'S CLUB	508	05/16/2012	PARK & REC, ACCT #7715090065702540	204.44.6100.452.60009	96.05
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	204.44.6100.452.60009	28.88
STAATS	57865	05/23/2012	RIBBON ON A ROLL	204.44.6100.452.60009	165.56
TAHO SPORTSWEAR	12TA0521	05/16/2012	IGH PARK & REC	204.44.6100.452.60045	960.00
TAHO SPORTSWEAR	12TA0713	05/23/2012	COACHES	204.44.6100.452.60045	183.00
US LACROSSE	4/21/12	05/17/2012	ELAN CC 5/17/12	204.44.6100.452.50070	100.00
VAUGHN WINTER	5/15/12	05/23/2012	REFUND SENIOR TRIP - AFTON HOUSE	204.227.2271000	54.00
Fund: 204 - RECREATION FUND					**5,302.74**
ACE PAINT & HARDWARE	511373/5	05/16/2012	CUST 501126	205.44.6200.453.60016	11.33
ACE PAINT & HARDWARE	511467/5	05/16/2012	CUST #501126	205.44.6200.453.60016	3.76
ACE PAINT & HARDWARE	511488/5	05/16/2012	CUST # 501126	205.44.6200.453.60016	2.13
ACE PAINT & HARDWARE	510978/5	05/23/2012	3/28/12	205.44.6200.453.60016	8.54
ACE PAINT & HARDWARE	511534/5	05/23/2012	CUST 501126	205.44.6200.453.60016	9.59
ACE PAINT & HARDWARE	511561/5	05/23/2012	5/9/12	205.44.6200.453.60016	23.47
ACE PAINT & HARDWARE	511574/5	05/23/2012	5/10/12	205.44.6200.453.60016	8.54
ALLIED CAPITAL CITY	4/18/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.50065	10.00
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10065713	05/16/2012	CUST #23193-11-60008	205.44.6200.453.60018	162.00
APSP	4/18/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60065	75.01
BUILDING MATERIAL SUPPLY, INC.	30827	05/23/2012	32717	205.44.6200.453.40040	2,479.30
BURROWS REFRIGERATION	92196	05/23/2012	5/3/12	205.44.6200.453.40042	438.57
CARIBOU COFFEE	4/10/12 & 4/30/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60065	20.00
COMCAST	5/2/12 8772 10 591 0277033	05/23/2012	ACCOUNT 8772 10 591 0277033	205.44.6200.453.50070	81.95
COMMON SENSE BUILDING SERVICES, INC.	28979	05/23/2012	MONTHLY CONTRACT APRIL 2012	205.44.6200.453.40040	7,233.14
COMMON SENSE BUILDING SERVICES, INC.	29101	05/23/2012	MAY CONTRACT 2012	205.44.6200.453.40040	7,233.14
DAKOTA REV SOCCER	5/4/12 CANCELED TURN RENTAL APRIL	05/16/2012	CANCELED TURF RENTAL IN APRIL	205.44.0000.3492300	140.02
FIRST IMPRESSION GROUP, THE	48357	05/16/2012	P O BETHANY ADAMS	205.44.6200.453.50030	128.55
FIRST IMPRESSION GROUP, THE	48371	05/23/2012	CUSTOMER 3022	205.44.6200.453.50030	2,410.04
GERTENS	4/10/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60065	25.00
GLEWWE DOORS	160477	05/23/2012	VMCC P O JOE	205.44.6200.453.40040	230.00
GLEWWE DOORS	160507	05/23/2012	PARK & REC P O JOE	205.44.6200.453.40040	48.00
GRAINGER	9813761518	05/16/2012	ACCT #806460150, P O #256016	205.44.6200.453.60016	28.22
HAWKINS, INC.	3332880 RI	05/16/2012	CUST #815407	205.44.6200.453.60024	277.42
HAWKINS, INC.	3332880 RI	05/16/2012	CUST #805407	205.44.6200.453.60016	302.89
HAWKINS, INC.	3332881 RI	05/16/2012	CUST #800812	205.44.6200.453.60024	2,837.13
HILLYARD INC	600219141	05/16/2012	CUST #2704069 P O # WADE	205.44.6200.453.60011	146.37
HILLYARD INC	600219141	05/16/2012	CUST #2704069 P O # WADE	205.44.6200.453.60011	146.36
HILLYARD INC	600226257	05/23/2012	CUSTOMER 274069	205.44.6200.453.60011	233.71
HILLYARD INC	600226257	05/23/2012	CUSTOMER 274069	205.44.6200.453.60011	233.71
HUEBSCH SERVICES	2884564	05/23/2012	ACCOUNT 92965	205.44.6200.453.40040	106.11
HUESER DARLENE	5/4/12 CLASS CANCEL	05/16/2012	CLASS CANCELLED LOW ENROLLMENT	205.44.0000.3493501	15.00
ICE SKATING INSTITUTE	00069327	05/16/2012	DOMESTIC ARENA/CLUB RENEWAL	205.44.6200.453.50070	375.00
ICE SKATING INSTITUTE	29114784	05/16/2012	ITEM ID ISI-6195 AROUND THE WORLD APRIL 20:	205.44.6200.453.50070	50.00
LIFE FITNESS	3866093	05/23/2012	CUSTOMER FT120329	205.44.6200.453.40042	19.64
LIFE FITNESS	3868693	05/23/2012	CUSTOMER FT120329	205.44.6200.453.40042	100.61
LIFE FITNESS	3876024	05/23/2012	CUSTOMER FT120416	205.44.6200.453.40042	47.39
LIFE FITNESS	3880168	05/23/2012	CUSTOMER FT120329	205.44.6200.453.40042	30.93

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MENARDS - WEST ST. PAUL	11238	05/23/2012	ACCT #30170270	205.44.6200.453.60016	50.72
METRO GROUP INC, THE	PI 319606	05/23/2012	CUST ID INV330-00	205.44.6200.453.60016	741.18
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	205.44.6200.453.60040	16.81
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	205.44.6200.453.60065	5.16
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	205.44.6200.453.40040	37.46
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	205.207.2070300	7,545.93
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	205.44.6200.453.60040	9.21
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	205.44.6200.453.60040	8.59
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	205.44.6200.453.60040	28.97
MOR ELECTRIC HEATING ASSOC., INC	1135496	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.40040	544.91
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60040	92.10
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60065	32.76
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60065	44.66
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60040	297.84
OLSEN FIRE PROTECTION, INC	54742	05/16/2012	CUST ID 2709538, JOB #2666-8	205.44.6200.453.40040	225.00
PARTY CITY W ST. PAUL	4/10/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60065	32.46
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	SUPPLIES DAY CARE RM	205.44.6200.453.60065	8.57
R & R SPECIALTIES OF WI, INC.	00-49980-IN	05/16/2012	CUST # IGHVET	205.44.6200.453.40042	52.00
RECREATION SUPPLY COMPANY	239226	05/23/2012	CUST # M09501	205.44.6200.453.40040	208.41
ROACH, RICK	APRIL MILEAGE	05/16/2012	MILEAGE	205.44.6200.453.50065	60.16
ROBERT BROOKE & ASSOCIATES, INC.	394476	05/16/2012	CUST 55077	205.44.6200.453.60065	443.94
ROBERT BROOKE & ASSOCIATES, INC.	395020	05/23/2012	CUSTOMER 55077	205.44.6200.453.40040	121.00
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	205.44.6200.453.60065	101.96
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	37.47
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	6.54
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	17.65
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	10.69
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.40040	53.69
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	54.53
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	11.93
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	99.99
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60040	27.17
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.76050	101.22
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	10.15
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	12.68
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.76050	20.31
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.60065	14.98
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.76100	17.09
SAM'S CLUB	4/23/12, VMCC ACCT#7715090061606950	05/16/2012	VMCC ACCT#7715090061606950	205.44.6200.453.76050	14.58
SAUNAS.COM	4/4/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.60040	134.00
SPRUNG SERVICES	61263	05/23/2012	BOILER EQUIP CHECK	205.44.6200.453.40040	630.50
ST. CROIX VALLEY POPCORN LLC	81210720	05/16/2012	THE GROVE	205.44.6200.453.76050	116.46
UNITED LABORATORIES	11525	05/23/2012	ACCOUNT 55077-004	205.44.6200.453.60011	366.32
UNITED LABORATORIES	11525	05/23/2012	ACCOUNT 55077-004	205.44.6200.453.60011	89.87
UNITED REFRIGERATION, INC.	3438-1217-00	05/16/2012	P O #VMCC, CUST 1034925	205.44.6200.453.60040	9.74
UNITED REFRIGERATION, INC.	3438-1217-00	05/16/2012	P O #VMCC, CUST 1034925	205.44.6200.453.60016	44.53
UNITED REFRIGERATION, INC.	3438-1217-00	05/16/2012	P O #VMCC, CUST 1034925	205.44.6200.453.60040	9.74
VANCO SERVICES LLC	000054043591	05/16/2012	CLIENT ID ES12073	205.44.6200.453.70600	63.00
XCEL ENERGY	5/3/12 ACCT #51-6867948-7 AQUATIC CTR	05/23/2012	ACCT# 51-6867948-7	205.44.6200.453.40020	11,942.71
XCEL ENERGY	5/3/12 ACCT #51-6867948-7 AQUATIC CTR	05/23/2012	ACCT# 51-6867948-7	205.44.6200.453.40010	5,021.12
XCEL ENERGY	5/3/12 ACCT #51-6867948-7 AQUATIC CTR	05/23/2012	ACCT# 51-6867948-7	205.44.6200.453.40020	7,495.71
XCEL ENERGY	5/3/12 ACCT #51-6867948-7 AQUATIC CTR	05/23/2012	ACCT# 51-6867948-7	205.44.6200.453.40010	1,589.89
ZUMBA	4/21/12	05/17/2012	ELAN CC 5/17/12	205.44.6200.453.50070	30.00
Fund: 205 - COMMUNITY CENTER					**64,496.63**
LOUCKS ASSOCIATES	24683	05/16/2012	PROJ 099767-OA	402.44.6000.451.30700	2,800.00
Fund: 402 - PARK ACQ. & DEV. FUND					**2,800.00**
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	425.72.5900.725.30420	70.90
Fund: 425 - 2005 IMPROVEMENT FUND					**70.90**
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	428.72.5900.728.30420	175.50
Fund: 428 - 2008 IMPROVEMENT FUND					**175.50**
EMMONS & OLIVIER RESOURCES	00095-0027-12	05/16/2012	JOB 00095-0027 IGH REG BASIN CONST IMPACTS	429.72.5900.729.30300	1,468.34
Fund: 429 - 2009 IMPROVEMENT FUND					**1,468.34**
BRAUN INTERTEC CORPORATION	350490	05/16/2012	PROJECT BL-09-03906-B, CLIENS IO9213	431.73.5900.731.30700	1,375.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	431.73.5900.731.30420	1,524.60
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	JL PKG LAWYER MET OF KLACEK	431.73.5900.731.70600	13.00
Fund: 431 - 2011 IMPROVEMENT FUND					**2,912.60**
BOLTON & MENK, INC.	0146837	05/16/2012	PROJECT #T18.103889	440.74.5900.740.30300	42,427.00
EMMONS & OLIVIER RESOURCES	00095-0023-20	05/16/2012	JOB 00095-0023 HERITAGE VILL PARK STABILIZA	440.74.5900.740.30300	1,821.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	440.74.5900.740.30420	34.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	440.74.5900.740.30420	280.50
MN POLLUTION CONTROL AGENCY	7700004621	05/16/2012	PROJECT ID VP1223	440.74.5900.740.30700	312.50
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**44,875.00**
ST CROIX TREE SERVICE	71343	05/16/2012	TREE REPLACE	443.74.5900.743.60016	112.22
Fund: 443 - TREE PRESERVATION FUND					**112.22**
EMMONS & OLIVIER RESOURCES	00095-0027-12	05/16/2012	JOB 00095-0027 IGH REG BASIN CONST IMPACTS	446.74.5900.746.30300	1,468.34
SGC HORIZON LLC	67286	05/16/2012	CUST 66661	446.74.5900.746.50035	234.50
Fund: 446 - NW AREA					**1,702.84**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	511377/5	05/16/2012	CUST 501126	501.50.7100.512.60016	19.17
ACE PAINT & HARDWARE	511473/5	05/16/2012	CUST 501126	501.50.7100.512.60016	10.47
ACE PAINT & HARDWARE	511523/5	05/16/2012	CUST 501126	501.50.7100.512.60016	10.32
ACE PAINT & HARDWARE	510712/5	05/23/2012	3/9/12	501.50.7100.512.60016	6.94
AMERICAN WATER WORKS ASSN	CUST #00139413 ORDER #7000459777	05/16/2012	AWWA MEMBERSHIP DUES	501.50.7100.512.50070	1,705.00
CARQUEST AUTO PARTS STORES	1596-174876	05/16/2012	CUST #614420	501.50.7100.512.60022	12.35
CITY OF BLOOMINGTON	APRIL 2012	05/16/2012	P/A TOTAL COLIFORM	501.50.7100.512.30700	400.00
CONTINENTAL SAFETY EQUIPMENT	423248	05/16/2012	P O JIM S	501.50.7100.512.40040	134.51
GARTZKE CONSTRUCTION INC	9917	05/16/2012	P O JS, VENDOR 378	501.50.7100.512.40046	1,770.50
GOPHER STATE ONE-CALL	38946	05/16/2012	ACCT MN00435	501.50.7100.512.30700	581.45
GRAINGER	9830990272	05/23/2012	ACCOUNT 806460150	501.50.7100.512.60016	29.36
MH CONSTRUCTION	751	05/16/2012	P O #50TH ST WATERTOWER	501.50.7100.512.40040	6,875.00
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	501.207.2070300	2,571.73
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	501.50.7100.512.50030	2.20
MN PIPE & EQUIPMENT	0281754	05/16/2012	CUST #2195	501.50.7100.512.60016	76.98
MN PIPE & EQUIPMENT	0282079	05/23/2012	CUSTOMER 2195	501.50.7100.512.60016	535.36
PINE BEND PAVING, INC.	9050712	05/23/2012	STREET REPAIRS	501.50.7100.512.60016	4,945.00
SCHERFF INC	4/30/12 ADD'L EROSION CONTROL	05/16/2012	ADD'S EROSION CONTROL PUMP HOUSE DEMO S	501.50.7100.512.40042	700.00
SHERWIN-WILLIAMS	5595-1	05/16/2012	ACCT 6682-5453-5	501.50.7100.512.40040	126.92
VALLEY-RICH CO, INC	17719	05/16/2012	JOB #12177 5/09	501.50.7100.512.40046	3,244.59
VALLEY-RICH CO, INC	17720	05/16/2012	JOB #J12178 05/09	501.50.7100.512.40046	3,248.52
VESSCO INC	54006	05/16/2012	CUST 13641, ORDER 34707	501.50.7100.512.40040	105.45
WALKER LAWN CARE, INC.	2371	05/16/2012	WATER DEPT	501.50.7100.512.60016	1,883.04
WALKER LAWN CARE, INC.	2267	05/16/2012	BRODERICK AVE	501.50.7100.512.60016	258.98
WALKER LAWN CARE, INC.	2269	05/16/2012	75TH ST & BOYD AVE	501.50.7100.512.60016	207.63
WALKER LAWN CARE, INC.	2271	05/16/2012	CAHILL AVE & 68TH ST	501.50.7100.512.60016	192.00
WALKER LAWN CARE, INC.	2272	05/16/2012	70TH ST & SO VALLEY PK	501.50.7100.512.60016	187.54
WALKER LAWN CARE, INC.	2311	05/16/2012	75TH ST & BARBARA AVE	501.50.7100.512.60016	104.93
WALKER LAWN CARE, INC.	2315	05/16/2012	BABCOCK & 75TH ST	501.50.7100.512.60016	832.76
WALKER LAWN CARE, INC.	2316	05/16/2012	BABCOCK & 52ND ST	501.50.7100.512.60016	299.17
WATER CONSERVATION SERVICES INC	3152	05/16/2012	LEAK LOCATE MILEAGE	501.50.7100.512.30700	241.42
XCEL ENERGY	51-6098709-7	05/16/2012	ACCT: 51-6098709-7	501.50.7100.512.40010	599.39
XCEL ENERGY	51-6098709-7	05/16/2012	ACCT: 51-6098709-7	501.50.7100.512.40020	12,263.43
Fund: 501 - WATER UTILITY FUND					**44,182.11**
EHLERS AND ASSOCIATES, INC.	344562	05/16/2012	UTILITY RATE STUDY	502.51.7200.514.30150	2,486.25
ENEBAK CONSTRUCTION COMPANY	4975	05/16/2012	IGH LIFT STATION - GRADING/UTILITIES/STREETS	502.51.7200.514.40043	1,945.00
METROPOLITAN COUNCIL ENVIRON SRVCS	0000988588	05/16/2012	CUST #5084	502.51.7200.514.40015	120,470.15
XCEL ENERGY	51-6098709-7	05/16/2012	ACCT: 51-6098709-7	502.51.7200.514.40020	891.52
Fund: 502 - SEWER UTILITY FUND					**125,792.92**
AMERICAN FLAGPOLE & FLAG CO	100416	05/23/2012	P O # AL	503.52.8600.527.60020	106.66
ARAMARK REFRESHMENT SERVICES	76778	05/23/2012	CUST #48128 GOLF COURSE	503.52.8300.524.76050	78.00
ARCTIC GLACIER, INC.	379212900	05/16/2012	GOLF COURSE ACCT 1726134	503.52.8300.524.60065	122.44
ARCTIC GLACIER, INC.	381213201	05/16/2012	ACCT 1726134	503.52.8300.524.60065	56.20
ARCTIC GLACIER, INC.	462213601	05/16/2012	ACCT 1726134	503.52.8300.524.60065	78.28
ARCTIC GLACIER, INC.	388213900	05/23/2012	5/18/12	503.52.8300.524.60065	127.96
CAT-PERSONAL SAFETY TRAINING	050312	05/23/2012	TRAINING GOLF COURSE	503.52.8600.527.60018	725.00
COCA COLA BOTTLING COMPANY	0158550413	05/16/2012	GOLF COURSE	503.52.8300.524.76100	254.69
COCA COLA BOTTLING COMPANY	0158622425	05/23/2012	5/17/12	503.52.8300.524.76100	623.71
COCA COLA BOTTLING COMPANY	0178404903	05/23/2012	AUGUST 4 2011	503.52.8300.524.76100	703.16
COLLEGE CITY BEVERAGE	301665	05/16/2012	CUST #03592	503.52.8300.524.76150	340.70
COLLEGE CITY BEVERAGE	302841	05/23/2012	CUST #3592	503.52.8300.524.76150	36.00
COLLEGE CITY BEVERAGE	303083	05/23/2012	50352830052476150	503.52.8300.524.76150	900.00
DRAFT TECHNOLOGIES	0514125J	05/16/2012	GOLF COURSE	503.52.8300.524.40042	40.00
G & K SERVICES	1182724513	05/16/2012	BILL TO 0012446 GOLF COURSE	503.52.8600.527.60045	136.66
G & K SERVICES	1182735432	05/23/2012	5/14/12	503.52.8600.527.60045	142.88
G & K SERVICES	1182746466	05/23/2012	5/21/12	503.52.8600.527.60045	136.66
GARY'S PEST CONTROL	48119	05/23/2012	5/21/12	503.52.8500.526.40040	69.65
GERTENS	251821	05/23/2012	CUSTOMER 100464	503.52.8600.527.60020	173.91
GRANDMA'S BAKERY	230760	05/16/2012	ACCT: 24400	503.52.8300.524.76050	30.26
GRANDMA'S BAKERY	231048	05/16/2012	CUST 24400 FIRST AID CLASS	503.52.8300.524.76050	7.35
GRANDMA'S BAKERY	232493	05/16/2012	CUST 24400	503.52.8300.524.76050	35.66
GRANDMA'S BAKERY	232805	05/16/2012	CUST 24400	503.52.8300.524.76050	45.62
GRANDMA'S BAKERY	233098	05/16/2012	CUST 24400	503.52.8300.524.76050	35.66
GRANDMA'S BAKERY	233469	05/16/2012	ACCT: 24400	503.52.8300.524.76050	32.77
GRANDMA'S BAKERY	233758	05/16/2012	24400, GOLF COURSE	503.52.8300.524.76050	41.42
GRANDMA'S BAKERY	23430	05/16/2012	50352830052476050	503.52.8300.524.76050	41.46
GRANDMA'S BAKERY	234277	05/16/2012	24400 GOLF COURSE	503.52.8300.524.76050	30.30
GRANDMA'S BAKERY	234558	05/16/2012	24400 GOLF COURSE	503.52.8300.524.76050	35.65
GRANDMA'S BAKERY	234888	05/23/2012	CUSTOMER 24400	503.52.8300.524.76050	35.65
GRANDMA'S BAKERY	235185	05/23/2012	CUSTOMER 24400	503.52.8300.524.76050	35.65
GRANDMA'S BAKERY	235507	05/23/2012	CUSTOMER 24400	503.52.8300.524.76050	41.44
GRANDMA'S BAKERY	235806	05/23/2012	CUSTOMER 24400	503.52.8300.524.76050	44.33
GRANDMA'S BAKERY	236067	05/23/2012	CUSTOMER 24400	503.52.8300.524.76050	44.31
GRANDMA'S BAKERY	236352	05/23/2012	CUSTOMER 24400	503.52.8300.524.76050	32.75
GRANDMA'S BAKERY	236633	05/23/2012	CUSTOMER 24400	503.52.8300.524.76050	38.53
HANCO CORPORATION	616861	05/02/2012	ACCOUNT 332801	503.52.8600.527.60014	156.25
HANCO CORPORATION	617096	05/02/2012	ACCOUNT 332801	503.52.8600.527.60014	(171.11)
HANCO CORPORATION	620566	05/23/2012	DOC 425119	503.52.8600.527.60014	236.10
HEGGIES PIZZA	1042550	05/23/2012	5/16/12	503.52.8300.524.76050	140.10
HOSSZU, ANDREW	PAYCHECK 5/4/12	05/16/2012	PAYCHECK 5/4/12	503.52.8600.527.10300	8.80
JJ TAYLOR DIST. COMPANY OF MN	1791047	05/16/2012	CUST 00834	503.52.8300.524.76150	284.60
JOHN DEERE LANDSCAPES/LESCO	61204136	05/23/2012	ORDER 65088372	503.52.8600.527.60035	1,120.05
JOHN DEERE LANDSCAPES/LESCO	61249057	05/23/2012	ORDER 65143482	503.52.8600.527.60035	585.46
M. AMUNDSON LLP	131439	05/23/2012	CUSTOMER 9	503.52.8300.524.76050	188.90

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAINSTREET MENU SYSTEMS	4/24/12	05/17/2012	ELAN CC 5/17/12	503.52.8300.524.40042	23.86
MAINSTREET MENU SYSTEMS	4/24/12	05/17/2012	ELAN CC 5/17/12	503.52.8300.524.40042	310.33
MENARDS - WEST ST. PAUL	10402	05/16/2012	ACCT 30170265	503.52.8600.527.60012	57.30
MENARDS - WEST ST. PAUL	10803	05/16/2012	ACCT 30170265	503.52.8600.527.60020	99.23
MENARDS - WEST ST. PAUL	10812	05/16/2012	ACCT 30170265	503.52.8600.527.40042	16.01
MENARDS - WEST ST. PAUL	10949	05/16/2012	ACCT 30170265	503.52.8600.527.60012	10.22
MENARDS - WEST ST. PAUL	16283	05/23/2012	ACCOUNT 30170265	503.52.8600.527.60020	73.80
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	503.207.2070300	9,807.75
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	503.52.8600.527.60050	50.28
MN DEPT OF REVENUE	APRIL 2012 SALES & USE TAX PAYMENT	05/14/2012	APRIL 2012 SALES & USE TAX PAYMENT ACH	503.52.8100.522.40042	19.40
MTI DISTRIBUTING CO	838369-00	05/16/2012	P O GOLF COURSE JOEL	503.52.8600.527.60008	435.01
MTI DISTRIBUTING CO	838559-00	05/16/2012	P O GOLF COURSE	503.52.8600.527.60008	1,325.85
MTI DISTRIBUTING CO	838559-01	05/16/2012	P O # GOLF COURSE	503.52.8600.527.60008	742.42
MTI DISTRIBUTING CO	839093-00	05/16/2012	P O GOLF COURSE JOEL	503.52.8600.527.40042	59.09
MTI DISTRIBUTING CO	838559-02	05/23/2012	CUSTOMER 402307	503.52.8600.527.60008	742.42
MTI DISTRIBUTING CO	833630-02	05/23/2012	CUSTOMER 402307	503.52.8600.527.40042	143.40
MTI DISTRIBUTING CO	842389-00	05/23/2012	CUSTOMER 402307	503.52.8600.527.40042	277.12
MTI DISTRIBUTING CO	843550-00	05/23/2012	CUSTOMER 402307	503.52.8600.527.40042	96.16
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	503.52.8500.526.60010	50.00
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	503.52.8500.526.60010	12.83
OFFICE MAX #462	ELAN 5/17/12	05/17/2012	ELAN CC 5/17/12	503.52.8500.526.60010	36.40
PGA OF AMERICA	5/1/12 CUSTOMER 03608811	05/23/2012	CUSTOMER 03608811	503.52.8500.526.50070	406.00
QUALITY LOCKSMITH SERVICE	68383	05/08/2012	5/8/12	503.52.8600.527.80200	989.70
REINDERS, INC.	ORDER #3013357-00 CRED APL 1372580-00	03/13/2012	CUST #326799	503.52.8600.527.60050	(408.34)
REINDERS, INC.	ORDER #1372561-00	05/16/2012	CUST #326799	503.52.8600.527.60020	137.45
REINDERS, INC.	ORDER #1372580-00	05/16/2012	CUST #326799	503.52.8600.527.60050	408.34
REINDERS, INC.	ORDER #3012291-00	05/16/2012	CUST 326799	503.52.8600.527.60035	(849.66)
REINDERS, INC.	ORDER #1373033-00	05/16/2012	CUST #326799	503.52.8600.527.60050	616.38
REINDERS, INC.	ORDER #3014124-00	05/16/2012	CUST 326799	503.52.8600.527.60020	583.80
REINDERS, INC.	3014572-00	05/23/2012	CUSTOMER 326799	503.52.8600.527.60030	1,377.41
RY-MAK PLUMBING & HEATING, INC	5/7/12	05/23/2012	RPZ ANNUAL TEST 4/30/12	503.52.8600.527.40040	105.00
SPRINT	5/13/12 100978019	05/23/2012	ACCOUNT 100978019	503.52.8500.526.50020	451.17
TAYLOR MADE GOLF COMPANY INC	18035676	05/16/2012	ACCT #602343	503.52.8200.523.76200	96.46
TDS METROCOM	5/13/12 ACCT #651-457-3667	05/16/2012	5/13/12 ACCT: 651--4573667	503.52.8500.526.50020	261.76
TOLL GAS & WELDING SUPPLY	393093	05/16/2012	CUST #C1376	503.52.8600.527.40042	110.21
US FOODSERVICE	3365026	05/16/2012	CUST #	503.52.8300.524.60065	64.53
US FOODSERVICE	3381514	05/16/2012	CUST #03805983	503.52.8300.524.76050	564.47
US FOODSERVICE	3381514	05/16/2012	CUST #03805983	503.52.8300.524.60065	355.23
US FOODSERVICE	CM0000244	05/23/2012	ACCOUNT 03805983	503.52.8300.524.76050	(22.04)
US FOODSERVICE	3506366	05/23/2012	ACCOUNT 03805983	503.52.8300.524.76100	26.28
US FOODSERVICE	3506366	05/23/2012	ACCOUNT 03805983	503.52.8300.524.76050	442.45
US FOODSERVICE	3506366	05/23/2012	ACCOUNT 03805983	503.52.8300.524.60065	39.10
US FOODSERVICE	3587986	05/23/2012	ACCOUNT 03805983	503.52.8300.524.60065	52.31
YAMAHA GOLF & UTILITY, INC.	20198	05/23/2012	INVERWOOD	503.52.8400.525.40041	926.79
YOCUM OIL COMPANY, INC.	00000491142	05/23/2012	ACCOUNT 506975	503.52.8600.527.60021	1,631.30
YOCUM OIL COMPANY, INC.	00000491143	05/23/2012	ACCOUNT 506975	503.52.8600.527.60021	2,200.63
YOCUM OIL COMPANY, INC.	00000491144	05/23/2012	ACCOUNT 506975	503.52.8400.525.60021	1,500.23
Fund: 503 - INVER WOOD GOLF COURSE					**34,466.36**
ACE PAINT & HARDWARE	511525/5	05/16/2012	CUST 501126	603.00.5300.444.40041	4.26
ACE PAINT & HARDWARE	511526/5	05/16/2012	CUST 501126	603.00.5300.444.60040	8.00
ACE PAINT & HARDWARE	511543/5	05/16/2012	CUST 3501126	603.00.5300.444.40041	2.52
ACE PAINT & HARDWARE	51159/5	05/23/2012	5/9/12	603.00.5300.444.40041	15.43
ACE PAINT & HARDWARE	511619/5	05/23/2012	5/14/12	603.00.5300.444.60016	4.25
ARAMARK UNIFORM SERVICES	629-7492361	05/16/2012	CUST #15353001	603.00.5300.444.40065	60.78
ARAMARK UNIFORM SERVICES	629-7492361	05/16/2012	CUST #15353001	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7497254	05/23/2012	CUSTOMER 15353001	603.00.5300.444.60045	48.57
ARAMARK UNIFORM SERVICES	629-7497254	05/23/2012	CUSTOMER 15353001	603.00.5300.444.40065	60.78
CARQUEST AUTO PARTS STORES	1596-175558	05/04/2012	CUST P O #11992966	603.00.5300.444.40041	(27.67)
CARQUEST AUTO PARTS STORES	1596-175270	05/16/2012	CUST #614420	603.00.5300.444.60012	68.57
CARQUEST AUTO PARTS STORES	1596-175274	05/16/2012	CUST #614420	603.00.5300.444.40041	9.50
CARQUEST AUTO PARTS STORES	1596-175279	05/16/2012	CUST #611420	603.00.5300.444.60040	104.57
CARQUEST AUTO PARTS STORES	1596-175298	05/16/2012	CUST #614420	603.00.5300.444.60012	9.55
CARQUEST AUTO PARTS STORES	1596-175332	05/16/2012	CUST #614420	603.00.5300.444.40041	27.67
CARQUEST AUTO PARTS STORES	1596-175338 PO #11993164	05/16/2012	CUST #	603.00.5300.444.40041	(18.68)
CARQUEST AUTO PARTS STORES	1596-175339	05/16/2012	CUST #614420	603.00.5300.444.40041	17.17
CARQUEST AUTO PARTS STORES	1596-175403	05/16/2012	CUST #614420	603.00.5300.444.40041	26.55
CARQUEST AUTO PARTS STORES	1596-175495	05/16/2012	CUST #611420	603.00.5300.444.40041	142.15
CARQUEST AUTO PARTS STORES	1596-175560	05/16/2012	CUST #	603.00.5300.444.40041	159.33
CARQUEST AUTO PARTS STORES	1596-175693	05/16/2012	CUST 614420	603.00.5300.444.40041	25.77
CARQUEST AUTO PARTS STORES	1596-175782	05/16/2012	CUST 614420	603.00.5300.444.60040	4.22
CARQUEST AUTO PARTS STORES	1596-175901	05/23/2012	5/10/12	603.00.5300.444.40041	23.26
CARQUEST AUTO PARTS STORES	1596-175909	05/23/2012	5/10/12	603.00.5300.444.40041	9.63
CARQUEST AUTO PARTS STORES	1596-175934	05/23/2012	5/11/12	603.00.5300.444.40041	7.09
CARQUEST AUTO PARTS STORES	1596-176026	05/23/2012	5/14/12	603.140.1450050	24.66
CARQUEST AUTO PARTS STORES	1596-176026	05/23/2012	5/14/12	603.00.5300.444.60012	21.58
CARQUEST AUTO PARTS STORES	1596-176027	05/23/2012	5/14/12	603.00.5300.444.60012	10.79
CARQUEST AUTO PARTS STORES	1596-176184	05/23/2012	5/16/12	603.140.1450050	3.44
CARQUEST AUTO PARTS STORES	1596-176204	05/23/2012	5/16/12	603.00.5300.444.60012	134.27
CARQUEST AUTO PARTS STORES	1596-176235	05/23/2012	5/17/12	603.00.5300.444.60012	37.34
CATCO PARTS SERVICE	17-43717 CUST #136090	05/09/2012	CUST #136090	603.00.5300.444.40041	(4.60)
CATCO PARTS SERVICE	17-53636	05/16/2012	CUST #136090	603.00.5300.444.40041	835.29
CATCO PARTS SERVICE	3-28852	05/16/2012	CUST #136090	603.00.5300.444.40041	77.11
CAT-PERSONAL SAFETY TRAINING	11322	05/23/2012	5/1/12	603.00.5300.444.60065	101.67
COMMON SENSE BUILDING SERVICES, INC.	28979	05/23/2012	MONTHLY CONTRACT APRIL 2012	603.00.5300.444.40040	292.58
COMMON SENSE BUILDING SERVICES, INC.	29101	05/23/2012	MAY CONTRACT 2012	603.00.5300.444.40040	292.58

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CRAWFORD DOOR SALES COMPANY	6329	05/23/2012	ORDER 5387	603.00.5300.444.40040	2,456.00
ELECTRIC FIRE & SECURITY	78865	05/16/2012	JOB #120875	603.00.5300.444.40040	489.75
ELECTRIC FIRE & SECURITY	78951	05/23/2012	JOB 120876	603.00.5300.444.40040	1,001.95
ELECTRIC FIRE & SECURITY	79134	05/23/2012	JOB 121532	603.00.5300.444.40040	436.00
EMERGENCY APPARATUS MAINTENANCE	61730	05/23/2012	5/8/12	603.00.5300.444.40041	665.80
FACTORY MOTOR PARTS COMPANY	1-3885843	05/16/2012	CUST PO CM0000192	603.00.5300.444.40041	49.99
FACTORY MOTOR PARTS COMPANY	1-3890639	05/16/2012	CUST PO RICK	603.00.5300.444.40041	911.15
FACTORY MOTOR PARTS COMPANY	1-3843882	05/23/2012	TICKET 1-29498	603.00.5300.444.40041	297.10
FACTORY MOTOR PARTS COMPANY	1-3894712	05/23/2012	TICKET 1-75499	603.00.5300.444.40041	(76.95)
FARIBAULT HARLEY-DAVIDSON	50165	05/23/2012	CUSTOMER 30355	603.00.5300.444.40041	52.59
GRAINGER	9822191178	05/23/2012	ACCOUNT 806460150	603.00.5300.444.40042	217.12
INVER GROVE FORD	5086706	05/16/2012	P O RICK	603.00.5300.444.40041	48.98
INVER GROVE FORD	5087250	05/23/2012	5/14/12	603.00.5300.444.40041	166.79
INVER GROVE FORD	5087273	05/23/2012	5/14/12	603.00.5300.444.40041	180.74
INVER GROVE FORD	5087281	05/23/2012	5/14/12	603.00.5300.444.40041	55.75
INVER GROVE FORD	5087514	05/23/2012	5/17/12	603.00.5300.444.40041	510.11
INVER GROVE FORD	5087515	05/23/2012	5/17/12	603.00.5300.444.40041	14.64
I-STATE TRUCK CENTER	C242208490	05/16/2012	ACCT #13468	603.00.5300.444.40041	21.83
KIMBALL MIDWEST	2425564	05/16/2012	ACCT #222006	603.00.5300.444.60012	195.00
MACQUEEN EQUIPMENT INC	8641	05/23/2012	5/3/12	603.00.5300.444.40041	(772.51)
MACQUEEN EQUIPMENT INC	8662	05/23/2012	5/10/12	603.00.5300.444.40041	(151.54)
MACQUEEN EQUIPMENT INC	S-12209	05/23/2012	JOB S-12209	603.00.5300.444.40041	2,968.25
MACQUEEN EQUIPMENT INC	S-12209A	05/23/2012	JOB S-12209A	603.00.5300.444.40041	(934.45)
MINNESOTA PETROLEUM SERVICE	87265	05/23/2012	5/15/12	603.00.5300.444.40040	269.25
MN DEPT OF REVENUE	APRIL 2012	05/23/2012	APRIL 2012 PETROLEUM TAX PAYMENT	603.00.5300.444.60021	276.92
NEXTEL COMMUNICATIONS	249383315-126	05/23/2012	ACCOUNT 249383315	603.00.5300.444.50020	108.41
PARTSMASTER	20571013	05/16/2012	ORDER #20503558-1	603.00.5300.444.60040	261.61
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	BU FUEL	603.140.1450060	5.00
PUMP AND METER SERVICE INC	17424-18325SO	05/16/2012	CUST PO BARRRY	603.00.5300.444.40040	15.96
PUMP AND METER SERVICE INC	286806	05/23/2012	CUSTOMER 494500	603.00.5300.444.40040	223.21
R & R CARPET SERVICE	1634	05/23/2012	4/10/12	603.00.5300.444.40065	41.15
R & R CARPET SERVICE	1805	05/23/2012	4/24/12	603.00.5300.444.40065	41.15
SHEL'S AUTO ELECTRIC	3/6/12	05/16/2012	60300530044440041	603.00.5300.444.40041	176.11
SHERWIN-WILLIAMS	3092-3	05/23/2012	ACCOUNT 6682-5453-5	603.00.5300.444.40040	561.39
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100502011 M-53044	05/16/2012	ERC ID #190710050	603.00.5300.444.50070	25.00
SUMMIT FIRE PROTECTION	1293094	05/16/2012	CUST ID CITYIGHX, JOB ID 36-5427	603.00.5300.444.40040	1,232.00
TOXALERT INTERNATIONAL INC	15512	05/23/2012	3/13/12	603.00.5300.444.40040	587.81
TRUCK UTILITIES, INC.	0239282	05/16/2012	ORDER #250406	603.00.5300.444.40041	439.15
WESTERN PETROLEUM COMPANY	443864-41801	05/16/2012	CUST #112741	603.00.5300.444.40041	24.70
WESTERN PETROLEUM COMPANY	443864-41801	05/16/2012	CUST #112741	603.140.1450050	879.13
XCEL ENERGY	323806044	05/23/2012	ACCOUNT 51-5279113-0	603.00.5300.444.40010	386.82
XCEL ENERGY	323806044	05/23/2012	ACCOUNT 51-5279113-0	603.00.5300.444.40020	1,614.89
YOCUM OIL COMPANY, INC.	488355	05/16/2012	ORDER #488355	603.140.1450060	11,967.20
YOCUM OIL COMPANY, INC.	488356	05/16/2012	P O #11482	603.140.1450060	5,670.18
ZARNOTH BRUSH WORKS	0138820-IN	05/16/2012	CUST #INV1669	603.140.1450050	1,915.20
Fund: 603 - CENTRAL EQUIPMENT					**38,167.34**
COORDINATED BUSINESS SYSTEMS	CNIN094287	05/23/2012	CUSTOMER 4502512	604.00.2200.416.40050	371.25
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	604.00.2200.416.60010	204.03
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	604.00.2200.416.60010	341.59
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	604.00.2200.416.60005	424.14
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	604.00.2200.416.60010	50.25
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	604.00.2200.416.60005	147.66
S & T OFFICE PRODUCTS	4/30/12 APRIL 2012	05/16/2012	APRIL 2012	604.00.2200.416.60010	67.90
Fund: 604 - CENTRAL STORES					**1,606.82**
COMMON SENSE BUILDING SERVICES, INC.	28979	05/23/2012	MONTHLY CONTRACT APRIL 2012	605.00.7500.460.40040	3,717.55
COMMON SENSE BUILDING SERVICES, INC.	29101	05/23/2012	MAY CONTRACT 2012	605.00.7500.460.40040	3,717.55
FLUID INTERIORS LLC	21780	05/23/2012	PROJECT 3074	605.00.7500.460.30700	445.31
HILLYARD INC	600222736	05/23/2012	CUSTOMER 274069	605.00.7500.460.60011	170.99
INTEGRA TELECOM	9671877	05/23/2012	ACCOUNT 880426	605.00.7500.460.50020	47.28
INTEGRA TELECOM	9673582	05/23/2012	ACCOUNT 645862	605.00.7500.460.50020	852.29
INTEGRA TELECOM	9673928	05/23/2012	ACCOUNT 880428	605.00.7500.460.50020	53.15
J.H. LARSON COMPANY	S100113909.001	05/23/2012	ACCOUNT 29039	605.00.7500.460.60016	86.10
LONE OAK COMPANIES	5/14/12 CYCLE 01	05/16/2012	CYCLE 01 PRE-SORTED POSTAGE	605.00.7500.460.50035	972.23
LOW VOLTAGE CONTRACTORS	SOI.028084	05/23/2012	CUSTOMER 85892	605.00.7500.460.30700	375.00
MINNESOTA ELEVATOR, INC	242424	05/23/2012	CUSTOMER B1530	605.00.7500.460.40040	226.00
NEOPOST USA INC	5/16/12 IGH28	05/23/2012	IGH28	605.00.7500.460.50035	6,019.50
NS/I MECHANICAL CONTRACTING CO.	C002074	05/23/2012	CUST CODE: CITY IGH	605.00.7500.460.40040	2,490.00
TDS METROCOM	5/13/12 651 451 1944	05/23/2012	ACCOUNT 651 451 1944	605.00.7500.460.50020	260.20
XCEL ENERGY	323806044	05/23/2012	ACCOUNT 51-5279113-0	605.00.7500.460.40020	5,821.09
XCEL ENERGY	324789034	05/23/2012	ACCOUNT 51-9867206-3	605.00.7500.460.60065	8.05
Fund: 605 - CITY FACILITIES					**25,262.29**
AT & T MOBILITY	5/4/12 287237771092	05/23/2012	ACCOUNT 287237771092	606.00.1400.413.50020	26.58
BOX.COM	4/25/12	05/17/2012	ELAN CC 5/17/12	606.00.1400.413.30700	45.00
CDW GOVERNMENT INC	K373179	05/23/2012	CUSTOMER 2394832	606.00.1400.413.60010	33.33
HOME DEPOT	4/19/12	05/17/2012	ELAN CC 5/17/12	606.00.1400.413.60040	58.76
OFFICE OF ENTERPRISE TECHNOLOGY	DV12040434	05/23/2012	CUSTOMER 200B00171	606.00.1400.413.30750	311.81
SENSUS METERING SYSTEMS	ZA13001919	05/23/2012	ORDER 207541	606.00.1400.413.40044	1,524.60
SPRINT	603079272-008	05/23/2012	ACCOUNT 603079272	606.00.1400.413.50020	70.23
US INTERNET	976364	05/23/2012	5/10/12-6/9/12	606.00.1400.413.30700	220.00
WORKS, THE	18425	05/23/2012	CUSTOMER INVER	606.00.1400.413.30700	945.00
YONAN COMPUTER SERVICES	3854	05/23/2012	4/9/12	606.00.1400.413.40049	225.00
Fund: 606 - TECHNOLOGY FUND					**3,460.31**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARIBOU COFFEE	4/10/12 & 4/30/12	05/17/2012	ELAN CC 5/17/12	702.229.2290200	38.53
HENNEPIN COUNTY DISTRICT COURT	12410734	05/23/2012	JENNIFER LYNN DULLINGER	702.229.2291000	300.00
KENNEDY & GRAVEN	NV125-00040, NV125-00043	05/16/2012	THROUGH FEB 29, 2012 NV125-00040, NV125-0(	702.229.2283800	367.50
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	702.229.2291800	792.18
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	702.229.2283800	193.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	702.229.2291700	1,695.80
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	702.229.2283600	24.00
LEVANDER, GILLEN & MILLER P.A.	ACCT #81000.001	05/16/2012	SERVICES THRU 4/25/12	702.229.2292800	57.00
PETTY CASH	4/10/12 PETTY CASH	05/16/2012	TK KANE TRANSPORT AS BLT SCAN	702.229.2292900	7.65
STEININGER MAX	FIRE HYDRANT USER PERMIT REFUND	05/23/2012	PERMIT REFUND #1101	702.229.2294300	207.70
STEININGER MAX	FIRE HYDRANT USER PERMIT REFUND	05/23/2012	FIRE HYDRANT USER PERMIT REFUND 1101	702.229.2294300	207.70
Fund: 702 - ESCROW FUND					**3,891.06**
Grand Total					**757,442.79**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 29, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	X	None
Contact:			Amount included in current budget
Prepared by:	Joe Lynch, City Administrator		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve appointment of three Ex-Officio Members of the Inver Grove Heights Fire Relief Association Board.

SUMMARY

The Fire Relief Association is a separate entity from the Inver Grove Heights Fire Department. It consists of firefighters and a Board that help the Firefighters direct their investments, create and abide by a set of rules (by-laws) and fund or support worthy causes. The City of Inver Grove Heights, by Statute, is allowed three Ex-Officio members of the Fire Relief Association so that the interests of the City are observed and protected. The three members have to consist of at least one elected official, the other can be another elected official or an appointed one and the third member can be the Fire Chief. Historically the city has appointed the Mayor, the Finance Director and the Fire Chief as the Ex-Officio Members. I recommend that the City of Inver Grove Heights appoint the Mayor, the Finance Director, with the City Administrator as the alternate in case of absence of the position (as was just recently the case) and the Fire Chief as the Ex-Officio members of the Inver Grove Heights Fire Relief Association for the term of one year from July 1, 2012 to June 30, 2013.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER APPROVAL OF THE 2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND INTERNATION UNION OF OPERATING ENGINEERS, LOCAL 70

Meeting Date:	May 29, 2012		Fiscal/FTE Impact:
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED Consider approval of the proposed 2012 labor agreement between the City of Inver Grove Heights and I.U.O.E. Local 70 effective January 1, 2012, through December 31, 2012.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with I.U.O.E Local 70, which represents a majority of the City's maintenance positions.

We have negotiated an agreement with the group for 2012 that includes a 1% wage increase. The City's health insurance contribution mirrors that of the Sergeants, Police Officers, AFSCME unit and Non-Union groups for 2012, and contains no additional increase in the contribution.

The impact to the general fund for this agreement is approximately $18,000 and is included in the 2012 budget.

The group of employees in the bargaining unit voted to ratify the proposed agreement on Thursday, May 10, 2012.

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Amendment No. 3 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 Neighborhood and Cahill Court

Meeting Date:	May 29, 2012
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

SDT

	Fiscal/FTE Impact:
	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Fund, Special Assessments, State Aid Funds, Sewer Fund, Water Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting Amendment No. 3 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 its September 12, 2011, regular meeting, the City Council authorized an engineering services contract with Bolton & Menk in the amount of $385,490 for preparation of a feasibility report and final design engineering services. Addendum No. 1 for additional engineering services due to geotechnical test findings was approved on December 12, 2011, in the amount of $57,140. Addendum No. 2 covering additional engineering services for 67th Court East and contaminated soils disposal site in the amount of $25,310 was approved on February 27, 2012.

Amendment No. 3 includes additional construction phase services including project management, contractor coordination, advising City staff, and construction meeting attendance. The task will take approximately 10 hours per week for 23 weeks.

The Engineering staff's current workload and the consultant's ability to quickly address issues that arise during construction are the reasons for the contract amendment. Engineering will continue to provide on-site inspectors.

I recommend that the Council adopt the resolution accepting Amendment No. 3 to the proposal for engineering services from Bolton & Menk in the amount of $18,720 for a total contract $486,660 for 2012 Pavement Management Program, City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court.

TJK/swd
Attachments: Resolution
Amendment No. 3

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING AMENDMENT NO. 3 TO AGREEMENT FOR ENGINEERING SERVICES FROM BOLTON & MENK, INC. FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2012-09D – URBAN STREET RECONSTRUCTION, 65TH STREET NEIGHBORHOOD AND CAHILL COURT

RESOLUTION NO. _____

WHEREAS, on September 12, 2011, City Council authorized a contract with Bolton & Menk, Inc. for preparation of a feasibility report and final design engineering services in an amount of $385,490; and

WHEREAS, Bolton & Menk has submitted Amendment No. 3 for the additional engineering construction phase services related to construction management as requested by the City of Inver Grove Heights which includes, but is not limited to, project management, contractor coordination, advising City staff, and construction meeting attendance; and

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

1. Amendment No. 3 to the agreement for engineering services from Bolton & Menk,, Inc. for the 2012 Pavement Management Program, City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court in the amount of $18,720 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 29th day of May 2012.

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

May 22, 2012

Mr. Tom Kaldunski, P.E.
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 No. 3

Dear Mr. Kaldunski:

Per your request, we are submitting this proposal for construction administration services associated with the 2012 Urban Street Reconstruction – 65th Street Neighborhood and Cahill Court Project. I believe it will be very beneficial for the City to have me on the project because of my direct involvement and management of the project details during the design phase. We are using an assumption that the project will begin on or around the week of June 4th and last 23-weeks. We are estimating that 10-hours per week during the 23-weeks would be spent by me completing construction administration. Some time for construction administration assistance was included in the original proposal. The hours from the original proposal and those in this amendment account for the weekly time we are estimating. Some of the tasks included with construction administration will include:

- Coordinating project meetings
- Answering questions from Nick Hahn and Pete Hindman as they arise in the field
- Coordination with the contractor to ensure schedule is being met
- Reviewing testing results

PROJECT FEES

CONSTRUCTION ADMINISTRATION FEE **$18,720**
(See detailed spreadsheet attached)

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. 3
ESTIMATED PROJECT FEES

CLIENT: City of Inver Grove Heights
PROJECT: 2012 Urban Street Reconstruction
65th Street Neighborhood & Cahill Court

BOLTON & MENK, INC.

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	Total Cost
1.0	Construction Phase Services										
1.1	Project Meetings	46								46	
1.2	Answering Questions from Project Inspectors	60								60	
1.3	Project Coordination (Contractor, Testing Companies, Mn/DOT, Dakota County, etc.)	50								50	
	TOTAL HOURS - TASK 1	156	0	0	0	0	0	0	0	156	$18,720.00
	AVERAGE HOURLY RATE	$120.00	$95.00	$90.00	$85.00	$85.00	$130.00	$85.00	$55.00		
	SUBTOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
	TOTAL LABOR COSTS										$18,720.00
	OTHER DIRECT COSTS: SUBCONSULTANT										$0.00
	TOTAL FEE										$18,720.00

FEE STRUCTURE - ADDENDUM NO. 3
ESTIMATED PROJECT FEES

CLIENT: City of Inver Grove Heights PROJECT: 2012 Urban Street Reconstruction 65th Street Neighborhood & Cahill Court		BOLTON & MENK INC.									
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	Construction Phase Services	156	0	0	0	0	0	0	0	156	$18,720.00
	TOTAL HOURS	156	0	0	0	0	0	0	0	156	
	AVERAGE HOURLY RATE	$120.00	$95.00	$90.00	$85.00	$85.00	$130.00	$85.00	$55.00		
	SUBTOTAL	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
	TOTAL LABOR COSTS										$18,720.00
	OTHER DIRECT COSTS: SUBCONSULTANT										$0.00
	TOTAL FEE										$18,720.00

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

DAKOTA COUNTY CDA – Case No. 10-27CS

Meeting Date: May 29, 2012
Item Type: Consent Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Levander Gillen & Miller P.A.
Engineering

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of the Development Contract and related agreements for the Plat of East Campus Second Addition (Dakota County CDA) approved earlier this year.

- Requires 3/5th's vote.

SUMMARY

The City Council approved the plat and conditional use permits for the construction of a 24 unit multiple-family development located along College Trail on February 13, 2012. The Development Contract, Storm Water Maintenance Agreement and Pedestrian Trail Easement Agreement were not drafted at that same time since the CDA was not sure when they would get started on the project. The CDA would like to begin some site improvements in 2012 and start construction in 2013.

RECOMMENDATION

Staff: Recommends approval of the Development Contract and related agreements as presented.

Attachments: Development Contract
Storm Water Maintenance Agreement
Pedestrian Trail Easement

DEVELOPMENT CONTRACT

FOR PLAT OF

EAST CAMPUS SECOND ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

1.1 Terms

1.2 City

1.3 Developer

1.4 Owner

1.5 Plat

1.6 Development Plans

1.7 Development Contract

1.8 Council

1.9 PWD

1.10 Director of PWD

1.11 County

1.12 Other Regulatory Agencies

1.13 Utility Companies

1.14 Prior Easement Holders

1.15 Developer Improvements

1.16 City Improvements

1.17 Developer Public Improvements

1.18 Developer Default

1.19 Force Majeure

1.20 Developer Warranties

A. Authority

B. No Default

C. Present Compliance With Laws

D. Continuing Compliance With Laws

E. No Litigation

F. Full Disclosure

G. Plat Compliance

H. Warranty On Proper Work And Materials

I. Obtaining Permits

1.21 Owner Warranties

A. Authority

B. No Default

C. Present Compliance With Laws

D. Continuing Compliance With Laws

E. No Litigation

F. Full Disclosure

G. Plat Compliance

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CITY OF INVER GROVE HEIGHTS

DEVELOPMENT CONTRACT
FOR PLAT OF EAST CAMPUS SECOND ADDITION

THIS AGREEMENT, made and entered into on the 29th day of May, 2012, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), storm sewer pipes, ponds, and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, 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 DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, 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 Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership.

1.4 OWNER. "OWNER" means Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership.

1.5 PLAT. "PLAT" means the plat of East Campus Second Addition comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this instant contract by and among the CITY, OWNER and DEVELOPER.

1.8 COUNCIL. "COUNCIL" means the Council of the City of Inver Grove Heights.

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

1.10 DIRECTOR OF PWD. "DIRECTOR OF PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegatees.

1.11 COUNTY. "COUNTY" means Dakota County, Minnesota.

1.12 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.

1.13 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

a.) utility companies, including electric, gas and cable

b.) pipeline companies.

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.16 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are 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.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, 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 DEVELOPMENT CONTRACT;

b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the

CITY 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 DEVELOPMENT CONTRACT;

d.) breach of the DEVELOPER WARRANTIES.

1.19 **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.

1.20 **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 DEVELOPMENT CONTRACT, 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 DEVELOPMENT CONTRACT.

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 DEVELOPMENT CONTRACT. 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 DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and 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 PLAT 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 PLAT and 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 threatened against or affecting DEVELOPER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. 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 representatives 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. **PLAT COMPLIANCE.** The PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. The DEVELOPER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. The warranty period for street and drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, 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.

I. **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.

1.21 OWNER WARRANTIES. "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

A. **AUTHORITY.** OWNER has the right, power, legal capacity and authority to enter

into and perform its obligations under this DEVELOPMENT CONTRACT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. **NO DEFAULT.** OWNER 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 DEVELOPMENT CONTRACT. OWNER 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 DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and 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 PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.

D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER 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 PLAT and 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 threatened against or affecting OWNER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER 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 representatives and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. **PLAT COMPLIANCE.** The PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

H. **FEE TITLE.** OWNER owns fee title to all the land in the PLAT.

1.22 **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 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 DEVELOPMENT CONTRACT.

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

If to CITY:	City of Inver Grove Heights Attention: City Administrator Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to OWNER / DEVELOPER:	Inver Hills Family Housing Limited Partnership c/o Dakota County Community Development Agency 1228 Town Centre Drive Eagan, MN 55123

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

ARTICLE 2
PLAT APPROVAL

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the recitals above, and all other applicable City Code provisions, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 **PLAT DENSITY.** The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the zoning applicable to the platted area.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not obligated to construct any CITY IMPROVEMENTS.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 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 DEVELOPMENT CONTRACT 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 contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed to the CITY's satisfaction.

4.2 STREETS. The streets within the PLAT shall be private streets. The DEVELOPER shall grade all streets, boulevards, and driveways and other lands as established in the DEVELOPMENT PLANS to CITY approved grades and cross sections.

4.3 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of private streets and public utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the DEVELOPER.

4.4 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accord with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree to grant to the CITY all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall CITY storm sewer plan. The grading of the

site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the stipulated date, the CITY may declare the DEVELOPER in default pursuant to Article 14.

4.5 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

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

4.7 SUBDIVISION MONUMENTS. The DEVELOPER shall install all subdivision boundary monumentation within one year from the date of recording the PLAT, or the monumentation shall be installed on a per lot basis at the time the building permit for the subject lot is issued, whichever occurs first. At the end of the one-year period from recording of this DEVELOPMENT CONTRACT, the DEVELOPER shall submit to PWD written verification by a registered land surveyor that the required monuments have been installed throughout the PLAT.

4.8 STREET MAINTENANCE, ACCESS AND REPAIR. The DEVELOPER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to this PLAT resulting from the grading or building on the land within the PLAT by the DEVELOPER or its agents, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal, prior to permanent street surfacing.

4.9 OCCUPANCY. No occupancy of any building in the PLAT shall occur until the public water and sanitary sewer improvements have been installed and the private streets and parking areas for said buildings within the PLAT have been adequately graded and the gravel sub-base and base course of bituminous and the final wear course of bituminous for the private streets and parking areas for said building have been constructed for said buildings within the PLAT and such improvements have been inspected and approved by the CITY and are determined by the CITY to be available for use.

The final wear course of bituminous pavement for the private streets shall be constructed before final certificates of occupancy are issued and no later than November 15, 2013, whichever occurs first.

4.10 LANDSCAPING. Site landscaping shall be in accordance with the DEVELOPMENT PLANS.

4.11 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 PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and 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 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6
OTHER PERMITS

6.1 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 7
OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

8.1 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.

8.2 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.

8.3 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, the laying of gravel base for street construction 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, 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 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 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 Sections 1.20(H) become defective or damaged in the opinion of the CITY.

8.5 **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. 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 Sections 1.20 and 10.1. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 **ENGINEERING SUBMITTALS REQUIRED.** One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC 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. Two ties to all curb boxes and main-line gate valves.

2. All hydrant gate valves tied back to the hydrant.

3. All ties shall be 100 feet or less.

4. Top nut elevation of all hydrants.

5. Rim and Invert elevations on all Manholes and Catch basins.

6. Apron invert elevations on all Flared End Structures and storm sewer stubs.

7. Invert elevations on all sanitary and water service stubs.

8. Two ties to all sewer and water service locations.

9. Main line stationing for all sanitary sewer wyes and water main corporations.

10. Copy of final plat shall be submitted in an electronic format (see item 12).

11. As built grading plan containing spot elevations taken throughout the development

to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom and on the side slopes to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be signed by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).

12. 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 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1 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.

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT 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.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including engineering and reasonable attorneys' fees.

9.4 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 10
DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11
OWNER WARRANTIES

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

12.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT 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 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 of 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 DEVELOPMENT CONTRACT;

d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;

e.) failure by the DEVELOPER to pay for materials;

f.) approval by the CITY of the PLAT;

g.) approval by the CITY of the DEVELOPMENT PLANS;

h.) failure to obtain the necessary permits and authorizations to construct

the DEVELOPER IMPROVEMENTS;

i.) construction of the DEVELOPER IMPROVEMENTS;

j.) delays in construction of the DEVELOPER IMPROVEMENTS;

k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 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 ten (10) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within ten (10) 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 DEVELOPMENT CONTRACT;

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 15 hereof;

d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT;

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 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 and OWNER hereby waive 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 PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2 **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement contained in this DEVELOPMENT CONTRACT 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.

14.3 **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 DEVELOPMENT CONTRACT 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.

14.4 **EMERGENCY.** Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a ten (10)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 ten (10) 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 and OWNER hereby waive 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 PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15
ESCROW DEPOSIT

15.1 ESCROW REQUIREMENT. Prior to release of the PLAT for recording, the DEVELOPER shall deposit with the CITY an irrevocable letter of credit, cash deposit or other security acceptable to the CITY for the amount stated in Exhibit F.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. 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 that 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 DEVELOPMENT CONTRACT. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 14.1 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 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 F to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on Exhibit F have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, 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 15.2 from time to time as financial obligations are paid.

15.2 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 1.20 hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16
MISCELLANEOUS

16.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the OWNER and DEVELOPER hereby waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against

the CITY under this DEVELOPMENT CONTRACT.

16.4 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT CONTRACT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT 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 DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, 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 DEVELOPMENT CONTRACT. 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 DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT 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.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

16.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT 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.

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all work and inspections deemed 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 DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss:
COUNTY OF DAKOTA)

On this 29th day of May, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy 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 on 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 AND OWNER:
INVER HILLS FAMILY HOUSING LIMITED PARTNERSHIP

INVER HILLS FAMILY HOUSING LIMITED PARTNERSHIP, a Minnesota limited partnership

By: Dakota County Community Development Agency, its General Partner

By: _____
Mark S. Ulfers
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of May, 2012, before me a Notary Public within and for said County, personally appeared Mark Ulfers to me personally known, who being by me duly sworn did say that he is the Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, and that Dakota County Community Development Agency is the general partner of Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership, the limited partnership named in the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Family Housing Limited Partnership by the authority of its partners and that the signing of the instrument by Dakota County Community Development Agency as general partner was authorized by Dakota County Community Development Agency and said Mark Ulfers acknowledged said instrument to be the free act and deed of Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership and of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PLAT
OF EAST CAMPUS SECOND ADDITION

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

Oulot B, East Campus, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Plat of East Campus Second Addition	5-21-12	Jacobson Engineers & Surveyors
2.)	Boundary and Topographic Survey	5-21-12	Jacobson Engineers & Surveyors
3.)	Grading and Drainage Plan	5-21-12	Jacobson Engineers & Surveyors
4.)	Utility Plan	5-21-12	Jacobson Engineers & Surveyors
5.)	Misc. Site Details And Profiles	5-21-12	Jacobson Engineers & Surveyors

The above-listed DEVELOPMENT PLANS were approved by the City Engineer on May 21, 2012.

The DEVELOPMENT PLANS also include compliance by the DEVELOPER with the conditions set forth in that certain memo from the City Engineer to Kari Gill (on behalf of the DEVELOPER) dated August 16, 2011. The memo is on file with the CITY.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS.

The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	11-15-12, or before building permits are issued, whichever occurs first	general site grading, drainage and erosion control
X	11-15-12, or before building permits are issued, whichever occurs first	storm water, storm sewer and drainage facilities
X	See Section 4.7	subdivision monuments
X PUBLIC	11-15-12, or before building permits are issued, whichever occurs first	lateral utilities (sanitary sewer and water main)
X	11-15-13, or before certificates of occupancy, whichever occurs first	landscaping
X	11-15-12, or before building permits are issued, whichever occurs first	gravel base and base bituminous for private streets and driveways
X	11-15-13, or before certificates of occupancy, whichever occurs first	final wear course for private streets and driveways
X	11-15-12, or before building permits are issued, whichever occurs first	retaining walls

EXHIBIT C
DEVELOPER IMPROVEMENTS
(Continued)

If a building is completed and has otherwise has been approved for a certificate of occupancy, except for the fact that the landscaping is not completed, and if the building is scheduled to be occupied during the time period from November through April, the CITY may nonetheless issue a certificate of occupancy upon the condition that the DEVELOPER provide a cash escrow to the CITY to assure the completion of the landscaping. In such an instance, the landscaping must be completed no later than June 30. The amount of the additional cash escrow shall be determined by the CITY's Planning Department.

EXHIBIT D
CITY IMPROVEMENTS

The CITY shall not be responsible for construction of any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE PLAT TO BE RECORDED.** Before the CITY allows the PLAT to be recorded, all the following conditions must be satisfied:

a.) DEVELOPER and OWNER must execute this DEVELOPMENT CONTRACT.

b.) DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the Plat of East Campus Second Addition. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

c.) DEVELOPER and OWNER must execute a Pedestrian Trail Easement Agreement. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

d.) DEVELOPER must provide the letter of credit for the amount stated on Exhibit F of this Development Contract.

e.) DEVELOPER must provide to the CITY the cash deposit for inspection fees stated on Exhibit F of this Development Contract.

f.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and the DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already be contained in the engineering inspection escrow made a part of Exhibit F.

g.) All grading plans must be approved by the City Engineer.

h.) The PLAT must be approved by Dakota County.

2.) **BUILDING PERMITS.** No building permits may be obtained until:

a.) All the conditions listed in Paragraph 1 of this Exhibit E are satisfied.

b.) DEVELOPER and OWNER must submit evidence that the following has been recorded:

- Plat of East Campus Second Addition
- Development Contract for Plat of East Campus Second Addition
- Stormwater Facilities Maintenance Agreement for Plat of East Campus Second Addition
- Pedestrian Trail Easement for Plat of East Campus Second Addition

c.) All grading, drainage and erosion control for the PLAT shall be completed.

d.) All storm water facilities, raingardens, ponds, culverts, catch basins and storm water piping and appurtenances shall be constructed.

e.) All municipal sanitary sewer mains and municipal water mains shall be constructed.

f.) The gravel sub-base and base bituminous in the private street, driveways and parking areas adjoining the buildings to be constructed within the PLAT have been adequately graded and installed.

g.) The retaining walls shall be completed.

3.) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy for any unit in any building within the PLAT, all the following conditions must be satisfied:

a.) All the conditions listed in Paragraphs 1 and 2 of this Exhibit E must be satisfied.

b.) All landscaping shall be completed.

c.) The final wear course of bituminous for the private street, driveways and parking areas serving the buildings within the PLAT for which a Certificate of Occupancy is sought shall be constructed by the DEVELOPER and approved by the CITY and determined by the CITY to be available for use.

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F shall include an appropriate amount as determined by the Director of PWD to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, 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.

5.) **PARK DEDICATION**. Park dedication shall consist of a cash contribution in the amount of $94,800 ($3,950 per unit x 24 units = $94,800). The park dedication shall be paid to the CITY prior to release of the PLAT to DEVELOPER.

6.) **CONSENT REQUIREMENTS**. DEVELOPER and OWNER agree that the following elements of development within the PLAT shall not be removed or changed from the DEVELOPMENT PLANS without first obtaining the following consents:

a.)	**Building location**	Consent required by COUNCIL
b.)	**Landscaping**	Consent required by Planning Department
c.)	**Location of Utilities**	Consent required by PWD
d.)	**Parking Areas**	Consent required by COUNCIL

7.) **LIGHTING**. The lighting along the private street, driveways and parking areas will be private. The OWNER is responsible for all costs of the installation, maintenance, replacement and energy costs.

EXHIBIT F
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	$44,245.00
2.)	Utilities (sewer and water)	$68,643.00
3.)	Storm Sewer Facilities	$44,088.00
4.)	Landscaping/Restoration	$12,000.00
5.)	Street Signage	$3,000.00
6.)	Streets	$98,328.00
7.)	Trail/ Sidewalks	$9,385.00
8.)	Retaining Wall	$93,500.00
9.)	Construction Debris Clean-up (includes property repair)	$6,000.00
10.)	Certified As-Built Plans	$6,000.00
SUBTOTAL:		$385,189.00
MULTIPLIED BY:		1.25
	EQUALS	**$481,486.00**
Escrow Amount		**$481,486.00**

EXHIBIT F
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for DEVELOPER IMPROVEMENTS set forth above, the DEVELOPER shall also deposit $25,000 in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of this DEVELOPMENT CONTRACT.

The Engineering Escrow Amount shall be used to pay the CITY for engineering inspection, 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.

Twenty five percent (25%) 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 and landscaping on property in the PLAT in the event such problems and deficiencies arise after the CITY has accepted the DEVELOPER IMPROVEMENTS. The CITY may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems if all the following circumstances exist:

a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
b.) The CITY has previously accepted the DEVELOPER IMPROVEMENTS; and
c.) The Letter of Credit or cash deposit for the DEVELOPER IMPROVEMENTS has expired or the Letter of Credit or cash deposit for the DEVELOPER IMPROVEMENTS has been reduced to ten percent (10%) or less of its original amount.

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, or landscaping exceed the initially deposited $25,000 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

EXHIBIT F
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the $25,000 Engineering Escrow Amount stated above, DEVELOPER shall also deposit $1,500 in cash with the CITY (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the stormwater improvements is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the CITY to pay for deficiencies and problems related to the vegetation installed within and around the stormwater improvements on the property in the PLAT in the event such problems and deficiencies arise after the CITY has approved the DEVELOPER IMPROVEMENTS.

After the 3-year period has expired and upon approval by the City Engineer, the CITY shall return to the DEVELOPER any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater improvements exceeds the initially deposited $1,500 Vegetation 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 FOR THE PLAT OF EAST CAMPUS SECOND ADDITION, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR THE PLAT OF EAST CAMPUS SECOND ADDITION (Agreement) is made, entered into and effective this 29th day of May, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Inver Hills Family Housing Limited Partnership, a Minnesota limited 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 Inver Hills Family Housing Limited Partnership, a Minnesota limited 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 pipes, ponds, raingardens, drainage areas, conduits, culverts, ditches, catch basins, or approved equal, storm water quality structures or storm water collection appurtenances lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means the Storm Water Maintenance Plan dated November 21, 2011 and the Hydraulic Study dated November 17, 2011 prepared by Jacobson Engineers & Surveyors. 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 Development Contract. "Development Contract" means that certain contract dated May 29, 2012, 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 Development Contract 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 of Storm Water Facilities. Responsible Owner agrees that prior to the issuance of a certificate of occupancy for the improvements being constructed on the Landowner Property the Storm Water Facilities shall be constructed and installed in accordance

with the Storm Water Facility Plan and in accordance with the Development Contract 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. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the 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).

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 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.

d. 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 shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

ii.) With respect to any stormwater pond, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:

a. Any unusual pipe deflection in excess of more than 7% from the design shape; or
b. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
c. 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 2 of Exhibit F of the Development Contract 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 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 design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan;

i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system.

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

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

3.4 **Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set

forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
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 Development Contract 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 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 Landowner:
Inver Hills Family Housing Limited Partnership
c/o Dakota County Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123

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

IN WITNESS WHEREOF, 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 Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 29th day of May, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy 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
INVER HILLS FAMILY HOUSING LIMITED PARTNERSHIP

INVER HILLS FAMILY HOUSING LIMITED PARTNERSHIP, a Minnesota limited partnership

By: Dakota County Community Development Agency, its General Partner

By: _____
Mark S. Ulfers
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of May, 2012, before me a Notary Public within and for said County, personally appeared Mark Ulfers to me personally known, who being by me duly sworn did say that he is the Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, and that Dakota County Community Development Agency is the general partner of Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership, the limited partnership named in the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Family Housing Limited Partnership by the authority of its partner and that the signing of the instrument by Dakota County Community Development Agency as general partner was authorized by Dakota County Community Development Agency and said Mark Ulfers acknowledged said instrument to be the free act and deed of Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership and of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

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EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, East Campus Second Addition, Dakota County, Minnesota.

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

PEDESTRIAN TRAIL EASEMENT

THIS PEDESTRIAN TRAIL EASEMENT (Easement), made, granted and conveyed this 29th day of May, 2012, between Inver Hills Family Housing Limited Partnership, a Minnesota limited 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 in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the City, its successors and assigns, forever, a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described premises (the "Easement Area") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all- terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute, Chapter 466.

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and City have caused this Easement to be executed as of the day and year set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 29th day of May, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, 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 on 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
INVER HILLS FAMILY HOUSING LIMITED PARTNERSHIP

INVER HILLS FAMILY HOUSING LIMITED PARTNERSHIP, a Minnesota limited partnership

By: Dakota County Community Development Agency, its General Partner

By: _____
Mark S. Ulfers
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of May, 2012, before me a Notary Public within and for said County, personally appeared Mark Ulfers to me personally known, who being by me duly sworn did say that he is the Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, and that Dakota County Community Development Agency is the general partner of Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership, the limited partnership named in the foregoing instrument, and that said instrument was signed on behalf of Inver Hills Family Housing Limited Partnership by the authority of its partner and that the signing of the instrument by Dakota County Community Development Agency as general partner was authorized by Dakota County Community Development Agency and said Mark Ulfers acknowledged said instrument to be the free act and deed of Inver Hills Family Housing Limited Partnership, a Minnesota limited partnership and of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota.

_____
Notary Public

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

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent trail easement over, under, across, through and upon the south ten (10) feet of Lot 1, Block 1, East Campus Second Addition, Dakota County, Minnesota, according to the recorded plat thereof on file and of record with the Dakota County Recorder.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	May 29, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Contact:	Lt. Sean Folmar (651) 450-2465 Police Department		Amount included in current budget
Prepared by:	Lt. Sean Folmar		Budget amendment requested
Reviewed by:	Chief Larry Stanger		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED:

Approve a Joint Powers Agreement between the City of Inver Grove Heights and Dakota County for the purpose of establishing a pharmaceutical drug disposal program.

SUMMARY:

The nonmedical use of and disposal of prescription drugs are growing problems in the United States. Expired or unwanted prescriptions or over-the-counter medications from households have traditionally been disposed of by flushing them down the toilet or drain which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life. Prescription drugs are highly susceptible to diversion, misuse and abuse. According to the 2009 National Survey on Drug Use and Health, more Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, and heroin combined. Studies show that people who abuse prescription drugs often obtain them from family and friends, including from the home medicine cabinet. Medications are also a significant cause of accidental poisoning and death. Removing expired or unwanted prescriptions or over-the-counter medications from the possibility of potential abuse and keeping them out of the environment is an important goal. Dakota County has established a pharmaceutical drug disposal program to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs, including controlled substances, by installing a secure drop box at local police departments and the Dakota County Sheriff's Office

The requested Joint Powers Agreement would allow The Inver Grove Heights Police Department to participate now or in the future with Dakota County's pharmaceutical disposal program. We are not obligated to perform this service, but this agreement is to support this program and would allow us to, if we so choose. There is no cost to the City whether we install one or not. All costs associated with the installation, removal, and maintenance will be those of Dakota County.

JOINT POWERS AGREEMENT
BETWEEN DAKOTA COUNTY
AND
THE CITY OF INVER GROVE HEIGHTS
FOR PHARMACEUTICAL DRUG DISPOSAL PROGRAM

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

WHEREAS, Dakota County ("County") is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Inver Grove Heights ("City") is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, the nonmedical use of and disposal of prescription drugs are growing problems in the United States; and

WHEREAS, expired or unwanted prescriptions or over-the-counter medications from households have traditionally been disposed of by flushing them down the toilet or drain which can cause pollution in wastewater and which has been demonstrated to cause adverse effects to fish and other aquatic life; and

WHEREAS, prescription drugs are highly susceptible to diversion, misuse and abuse; and

WHEREAS, according to the 2009 National Survey on Drug Use and Health, more Americans currently abuse prescription drugs than the number of those using cocaine, hallucinogens, and heroin combined; and

WHEREAS, studies show that people who abuse prescription drugs often obtain them from family and friends, including from the home medicine cabinet; and

WHEREAS, medications are also a significant cause of accidental poisoning and death; and

WHEREAS, removing expired or unwanted prescriptions or over-the-counter medications (collectively referred to herein as "pharmaceutical drugs") from the possibility of potential abuse and keeping them out of the environment is an important goal; and

WHEREAS, the parties desire to establish a pharmaceutical drug disposal program to facilitate the collection and proper disposal of unused, unwanted, or expired pharmaceutical drugs, including controlled substances, by installing a secure drop box at the Inver Grove Heights Police Department (Program).

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

SECTION 1
PURPOSE

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for the organization and implementation of the Program.

SECTION 2
PARTIES

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

SECTION 3
TERM

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2017, unless earlier terminated by law or according to the provisions of this Agreement.

SECTION 4
COOPERATION

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

SECTION 5
OBLIGATIONS OF PARTIES

5.1 DROP BOX.

A. Purchase, Installation and Maintenance.

- The County shall select and purchase an appropriate drop box for conducting the Program.
- The County will provide signage for the drop box.
- The City shall allow the installation of the drop box at the Inver Grove Heights Police Department for the collection of pharmaceutical drugs, including controlled substances, from members of the public.
- The County, in consultation with the City, shall select and contract with a contractor to install the drop box at the Inver Grove Heights Police Department.
- The exact placement of the drop box at the Inver Grove Heights Police Department shall be in a secure location agreed to between the County and City.
- The costs associated with the purchase of the drop box, the signage for the drop box, and the installation thereof shall be the responsibility of the County.
- For purposes of installing the drop box, the City hereby permits the County, its employees, duly authorized representatives, agents and contractors to enter upon and have rights of ingress and egress over and access at reasonable times to the City property on which the drop box will be located.
- The City shall be responsible for the maintenance of the drop box and the costs thereof. The City shall notify the County as soon as practicable if the drop box is damaged and shall immediately cease use of the drop box if the damage compromises the security and/or safety of the drop box.

B. Collection, Monitoring and Staffing.

- Use of the drop box must be available to the public 24 hours per day, 7 days a week.
- The drop box must be monitored by licensed peace officers employed by the City.
- The City, through the use of its licensed peace officers, is responsible for collecting and packaging pharmaceutical drugs collected in the drop box. The County shall provide to the City, at County expense, containers for packaging the collected pharmaceutical drugs.
- The City shall be responsible for picking up any containers and any other supplies being provided by the County under the terms of this Agreement at a mutually agreed upon location.
- After removing the collected pharmaceutical drugs from the drop box, licensed peace officers of the Inver Grove Heights Police Department shall store the collected pharmaceutical drugs in a secure location at the police department until the pharmaceutical drugs are either properly disposed of or transferred to the Dakota County Sheriff's Office or another mutually agreed upon law enforcement agency for storage or disposal.
- The County and the City will develop a mutually agreed upon chain of custody process to document the transfer and disposal of containers of collected pharmaceutical drugs.
- The costs associated with monitoring the drop box and collecting/packaging/storing the collected pharmaceutical drugs shall be the responsibility of the City.

5.2 DISPOSAL OF COLLECTED PHARMACEUTICAL DRUGS.

- The City, through the use of licensed peace officers, is responsible for transporting the collected pharmaceutical drugs to the Dakota County Sheriff's Office or to another mutually agreed upon law enforcement agency to relinquish the collected pharmaceutical drugs for the purpose of disposal. The City shall be responsible for the costs associated with said transportation. Prior to relinquishing possession of the collected pharmaceutical drugs, the City shall record the weight of the pharmaceuticals and the number of containers given to the Dakota County Sheriff's Office (or to another mutually agreed upon law enforcement agency) for disposal and shall report it to the County's liaison.
- The County shall select disposal contractors for the disposal of the collected pharmaceutical drugs. The final method of disposal will be by incineration at a licensed/permitted incinerator located within the State of Minnesota. The County is responsible for the costs of disposal of the collected pharmaceutical drugs.

5.3 COLLECTION AND DISPOSAL OF UNACCEPTABLE WASTES.

- The following wastes will not be accepted for collection in the drop box: sharps; thermometers; cancer medications (chemotherapy or radioactive pharmaceutical wastes); and medical waste or items contaminated with bodily fluids (e.g., bandaging, empty IV bags, etc.).
- If any such unacceptable wastes or other hazardous material are collected in the drop box, the City is responsible for initially managing these wastes by removing them from the drop box and packaging them in appropriate containers. The County will provide to the City, at County expense, containers for packaging these unacceptable wastes.
- The City shall be responsible for bringing these unacceptable wastes to the Dakota County Recycling Zone, 3365 Dodd Rd, Eagan, or to another mutually agreed upon location.
- The County, at County expense, will properly dispose of these unacceptable wastes.

5.4 OTHER DUTIES OF THE COUNTY. The County has the following additional duties under this Agreement:

- Provide any necessary technical assistance to the City.
- Provide notification to the Minnesota Pollution Control Agency of the Program.
- On an annual basis, report to the Minnesota Pollution Control Agency the amount of pharmaceutical drugs disposed of under the terms of this Agreement.
- Aid in the design of promotional material for the Program.
- Obtain any necessary approval from or provide appropriate notification to the U.S. Drug Enforcement Administration Program in accordance with federal law.

5.5 OTHER DUTIES OF THE CITY. The City has the following additional duties under this Agreement:

- The City shall be responsible for the management of any trash (e.g., cans, bottles, paper bags, etc.) collected in the drop box, including the disposal thereof.
- The City is responsible for local promotion of the pharmaceutical collection program using content provided by the County.

5.6 COSTS OF EMPLOYEES. In carrying out their respective obligations under this Agreement, each party shall be responsible for payment to their own employees. No party shall be liable to the other party for any remuneration to the other party's employees.

5.7 COMPLIANCE WITH LAWS/STANDARDS. The City and County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations in conducting the Program.

5.8 ACKNOWLEDGMENT. The County and City shall appropriately acknowledge each other in any promotional materials, signage, reports, publications, notices, and presentations relating to the Program. This section shall survive the expiration or termination of this Agreement.

5.9 PROPERTY OWNERSHIP AND REMOVAL OF DROP BOX. Upon expiration or termination of this Agreement, the drop box installed under the terms of this Agreement shall be the sole property of the County and shall be removed by the County at its expense. The County will restore the property on which the drop box was located to as close to its original condition as is reasonably possible under the circumstances. For purposes of removing the drop box and performing any necessary restoration, the City hereby permits the County, its employees, duly authorized representatives, agents and contractors to enter upon and have rights of ingress and egress over and access at reasonable times to the City property on which the drop box is located.

SECTION 6
INDEMNIFICATION

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7
AUTHORIZED REPRESENTATIVES AND LIAISONS

7.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Dave Bellows or successor
Dakota County Sheriff
Law Enforcement Center
1580 Hwy. 55
Hastings, MN 55033

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

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

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

County Liaison	City Liaison
Laura Villa	Lt. Sean Folmar
Telephone: (952) 891-7548	Telephone: (651)-450-2465
Email: laura.villa@co.dakota.mn.us	Email:sfolmar@invergroveheights.org

SECTION 8
TERMINATION

8.1 **IN GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 45 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

8.2 **TERMINATION FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the terminating party to the other party by facsimile is sufficient notice under this section. The terminating party is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Neither party will be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 9
GENERAL PROVISIONS

9.1 **SUBCONTRACTING.** The parties shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. Such consent shall not be unreasonably withheld. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.

9.2 **EXCUSED DEFAULT – FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

9.3 **CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE**.

A. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

B. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the County and the City.

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

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

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

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

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

APPROVED AS TO FORM:

_____
Assistant County Attorney/Date
KS-12-130-
County Board Res. No. 12-_____

DAKOTA COUNTY

By _____
Dave Bellows, Sheriff
Dakota County Sheriff's Office
Date of Signature: _____

CITY OF _____

By _____
George Tourville, Mayor
City of Inver Grove Heights
Date of Signature: _____

By _____
Melissa Rheaume, City Clerk
Date of Signature: _____

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Request of Kladek, Inc. for a Temporary Liquor License Extension to a Designated Outdoor Area on Saturday, August 11th from 10:00 a.m. to 3:00 p.m. in Conjunction with a Charity Car Show Event

---

Meeting Date: May 29, 2012
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Kennedy
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of Kladek, Inc. to extend the existing liquor license sales area to a designated outdoor area on Saturday, August 11th from 10:00 a.m. to 3:30 p.m. in conjunction with a charity car show to raise money for the Minnesota Military Family Foundation.

SUMMARY:

Debra Kalsbeck has made a request to extend the liquor sales area to the King of Diamonds parking lot during a one-day event. The event will include the sale of food and non-alcoholic beverages as well as a beer garden located in an enclosed area of the parking lot. No alcoholic beverages will be consumed outside of the enclosed area, and colored wristbands will be utilized for age verification purposes. Security personnel will be on-hand throughout the day to monitor the event.

Ms. Kalsbeck will work with the Police Chief and the Fire Marshall as the event date approaches to obtain input regarding set-up, traffic control, regulation of outdoor liquor sales, and other safety issues related to the event.

A copy of Ms. Kalsbeck's request is attached.

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

Attention: City Counsel

The King of Diamonds is requesting a temporary (1) one day outside liquor license for a charity car show event, raising money to help support Minnesota's Veterans and their families. This event is scheduled for Saturday, August 11, 2012 from 10:00am – 3:00pm in the King of Diamonds parking lot.

The money raised from the car show will be given to the Minnesota Military Family Foundation (MMFF) which helps support military personnel, their spouses, and their children. The MMFF was formed in 2004 and has an all volunteer Board of Directors. The goal of MMFF is to soften the economic hardships incurred when a family member is deployed by providing a financial safety net. They help provide assistance with things such as medical expenses, counseling, household expenses, appliances and repair, auto repairs, and transportation. More information about MMFF can be found at www.minnesotamilitaryfamilyfoundation.org.

The following guidelines will be used to assure everyone has a great time in a controlled environment:

- We will have our own security personnel before, during and after the event
- We will rope off an area in the parking lot by the front doors as a beer garden.
- We will supply wrist bands that will clearly identify age verification.
- We will have an outside grill, serving hamburgers and hotdogs.
- Plenty of bottle water, Red Bull, and Pop will also be available.

Feel free to contact me with any questions.

Thank you,

Debra Kalsbeck

Debra Kalsbeck
Project Manager
651-455-3886
dkalsbeck@king-diamonds.com

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	May 29, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Jannetto, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Kevin Truong, Matthew Kissell, Kayla Wheeler, Shanna Burgmeier, Steven Schull, Theodore Horsch, Elissa Goskeson, Melissa Wells, Connor Wells, Kyle Ravn, Bianca Benites, Joseph Tonda, Anthony Lotzer, Daniel Richards, and Maria Dillon.

AGENDA ITEM 6A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Continuation of the Assessment Hearing for City Project No. 2001-12 – Concord Boulevard Reconstruction Phase II

Meeting Date:	May 29, 2012		**Fiscal/FTE Impact:**
Item Type:	Assessment Hearing		None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested – N/A
		X	Other: Special Assessments, Water Fund, Pavement Management Fund

PURPOSE/ACTION REQUESTED

The City Council continued the assessment hearing to consider a resolution adopting the final assessment roll for two parcels in City Project No. 2001-12 – Concord Boulevard Street Reconstruction Phase II for the following areas: Concord Boulevard (starting at a point 1121 feet south of Corcoran Path and ending at a point 83 feet south of 65th Street East).

SUMMARY

City Project No. 2001-12 was ordered by the City Council on April 14, 2008 as part of the City's Pavement Management. Mn/DOT and Dakota County funded the majority of the surface and storm sewer improvements along with sanitary sewer and water main adjustments necessary as a result of roadway modifications. The Council conducted the final assessment hearing on May 14, 2012 and adopted final assessments for all the parcels except PID no. 20-01100-51-060 and 20-18290-01-010. The Council continued the assessment hearing for these two parcels to May 29, 2012 to allow additional review of the assessments to these parcels only.

The assessments are for street reconstruction, similar to the approach used on City Project No. 2001-02 which was the County project to reconstruct 70th Street from Cahill Avenue to Concord Boulevard. Using the funding policy from the Pavement Management Program, properties along the project are assessed for the equivalent cost of a local residential street reconstruction. Single-family residential parcels are assessed on an equal amount per lot basis. Multi-family, commercial, industrial and institutional properties are assessed on a front foot basis. The equivalent front foot assessment rate for single-family residential parcels is one-half the rate for the other property types.

There are two properties proposed to be assessed following this continuation of the assessment hearing: one duplex and one commercial. The proposed assessment roll is based on the assessments caps provided in the assessment analysis performed by Metzen Appraisals. All proposed assessments are below the recommended cap amounts.

The total amount proposed to be specially assessed to these two parcels is $28,831.20. An assessment term of ten (10) years at an interest rate of 4.8 percent is proposed.

Topics of discussion with these two parcel owners were as follows:

1. Bonnie Province, owner of the parcel at 7861 Concord Boulevard (zoned R2) attended. She expressed concern about her $21,599.42 assessment which is comprised of two single-family home assessments as a duplex and a sanitary service line. The two single-family home assessments are levied because a duplex could be built per the zoning. She also expressed concern for the assessment for the 6-inch sewer service to serve a potential duplex. It was clarified that the setbacks on the site would not affect her ability to build a duplex. We explained that someone might decide to remove her home (built in the early 1900s) and

rebuild in the future. She was informed of the appeal process and encouraged to attend the hearing. She also requested Council consideration for a deferred assessment for the second unit if that assessment is levied. She would want a deferment for the duplex portion of the assessment until it would be constructed. The City contacted the Dakota County Transportation Department regarding Ms Province's questions regarding her septic system and the effects of the right-of-way. A response letter from Dakota County is attached. It states that the County did not indicate they would cover any costs related to this property other than the cost associated with the temporary easement ($2,200).

Staff recommends that the assessment be levied at $21,599.40 as shown in the attached assessment roll. If the Province's sign the attached agreement within 30 days, the City would defer the assessment allocated to the duplex unit as follows: (A) in 2012, $13,800.98 will be assessed for the sewer service installed across Concord Boulevard plus $3,779.22 for a single family unit totaling $17,580.20 with a ten year term at 4.8% interest, (B) in the future, an assessment of $240.00 for sanitary sewer and $3,779.22 for street, totaling $4,019.22, will be assessed if the lot is subdivided or a permit to build a duplex is issued by the City within the next 30 years. The $4,019.22 assessment will be deferred upon the owners' execution of the attached agreement.

2. Steve Nelson, attorney representing ABE Investments (of which he is part owner) attended regarding the commercial zoned property at 80th and Concord Boulevard. We explained how the appraiser recommended a maximum assessment of $1/square foot for commercial properties. The proposed assessment for this parcel is $0.14/square foot. He provided an objection letter which was presented on May 14, 2012. On a side note, he indicated that the issue concerning access to his property has been resolved after a detailed review of his title policy which indicated the existence of easements over the existing private roads adjacent to his property. Staff is recommending that this property be assessed $7,231.78 as originally proposed at the May 14, 2012 assessment hearing.

I recommend approving the resolution adopting the final assessment roll for these two parcels for City Project No. 2001-12, Concord Boulevard Street Reconstruction Phase II.

TJK/kf
Attachments: Resolution
Assessment map
Second Final Assessment Roll
Letter from Dakota County dated May 22, 2012
Assessment Agreement with Bonnie Province

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE SECOND FINAL ASSESSMENT ROLL FOR THE PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2001-12 – CONCORD BOULEVARD RECONSTRUCTION PHASE II

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2001-12 – Concord Boulevard Reconstruction Phase II for the following streets: Concord Boulevard (starting at a point 1121 feet south of Corcoran Path and ending at a point 83 feet south of 65th Street East).

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of ten (10) years. The first of the installments shall be payable on or before the first Monday in January 2013, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

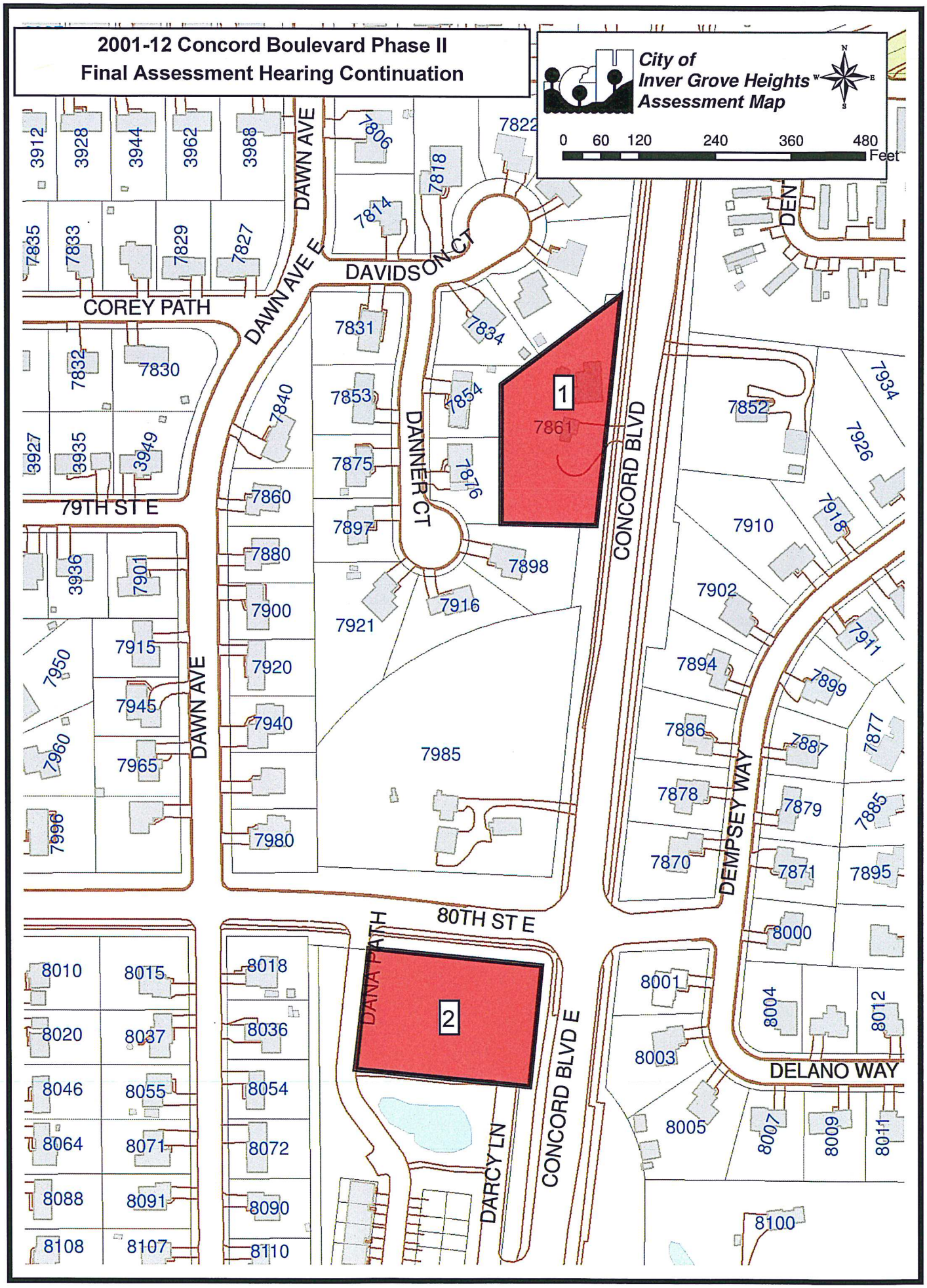
Adopted by the City Council of Inver Grove Heights this 29th day of May 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk


2001-12 Concord Boulevard Phase II
Final Assessment Hearing Continuation
City of
Inver Grove Heights
Assessment Map
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Feet
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DAWN AVE E
DAVIDSON CT
COREY PATH
79TH ST E
DANNER CT
CONCORD BLVD
DEMPSEY WAY
80TH ST E
DANA PATH
DARCY LN
CONCORD BLVD E
DELANO WAY
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7806
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CITY PROJECT NO. 2001-12 - CONCORD BOULEVARD STREET RECONSTRUCTION PHASE II
FINAL SECOND ASSESSMENT ROLL
ADOPTED MAY 29, 2012
TERMS - 10 YEARS AT 4.8% INTEREST

MAP NO	PID NO	OWNER	OWNER ADDRESS	OWNER ADDRESS 2	OWNER CITY, STATE	ASSESSMENT AMOUNT
1	200110051060	PHILLIP & BONNIE PROVINCE	7861 CONCORD BLVD		INVER GROVE HEIGHTS MN	$ 21,599.42
2	201829001010	ABE INVESTMENTS LLC	3475 SIEMS CT		ARDEN HILLS MN	$ 7,231.78
					TOTALS:	$ 28,831.20

Physical Development Division
Lynn Thompson, Director

Dakota County
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124-8579
952.891.7000
Fax 952.891.7031
www.dakotacounty.us

Environmental Mgmt. Department
Office of GIS
Parks and Open Space Department
Surveyor's Office
Transit Office
Transportation Department
Water Resources Department

May 22, 2012

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

SUBJECT: 7861 Concord Boulevard

Dear Scott:

This letter is in response to your request for information regarding the septic system on the subject property and communications between the property owner, Bonnie Providence, and Dakota County Staff.

The septic system for the property was determined to be in the right of way of Concord Boulevard. Records were reviewed back to 1935 to make that determination. A copy of the non-compliance letter from the Joe Merchak, City of Inver Grove Heights is attached.

Dakota County purchased a temporary easement and also paid for loss of trees for a total amount of $2,200 dollars. I have reviewed the acquisition file and found a few references to the septic system in the Negotiator's Log. On April 22, 2008, Jim Barton (Project Manager) and Gary Peppard (Real Estate Specialist) met with Bonnie. The notes from the meeting include the following: "Her drain field sits on County R/W so I told her it will get destroyed in construction and the County will not pay for that."

I also spoke to Bonnie this morning and she did recall that the county would not pay for her drain field. The confusion seems to stem from being told by the County that we would be installing a new sanitary line under Concord Boulevard. We did install the sanitary sewer line as part of the project. No County staff recalled discussing payment for the sewer line and I would not expect any staff discussions since payment of contract items is a matter of County Policy and Board/City Council approved joint powers agreements.

Sincerely,

Todd Howard, P.E.
Assistant County Engineer

Attch

Printed on recycled paper
with 30% post-consumer waste.
AN EQUAL OPPORTUNITY EMPLOYER

City of Inver Grove Heights

www.ci.inver-grove heights.mn.us

INSPECTIONS DIVISION

June 3, 2008

Bonnie Firnstahl
7861 Concord Blvd.
Inver Grove Heights, MN 55076

RE: NOTICE OF NONCOMPLIANCE: ON-SITE SEWAGE SYSTEM WITH IMMINENT THREAT TO PUBLIC HEALTH OR SAFETY

Dear Ms. Firnstahl:

As you are probably aware, your sewage system appears to be continuing to have problems with effluent surfacing to the ground surface. Such a condition constitutes an "Imminent Threat to Public Health and Safety" that is required by law to be abated within 30 days of the receipt of this notice.[1]

City code §402.19 also requires the permanent correction of the problem to be completed within 10 months of receiving this notice. In this regard, it is our understanding that you will be connecting to the city sewer system when it becomes to available to your property as part of the scheduled Concord Boulevard improvements in the upcoming months.

In the interim (within 30 days), you must take appropriate action, such as, using less water and/or using your sewage tanks as holding tanks by having them pumped as needed (perhaps weekly) to eliminate the surfacing. Abatement of this threat must then continue until your home is connected to the city sewer system or the sewage system is otherwise repaired.

Your immediate attention to this matter is required to protect the health of your family and the community. If you have any questions or believe this notice to be in error, please contact me at 651-450-2590.

Respectfully,
CITY OF INVER GROVE HEIGHTS

Joe Merchak

Joe Merchak, ISTS Inspector #321

Copy: Chief Building Official Martin
Asst. to Building Official Iaria

[1] Dakota County Ordinance No. 113, §103.24 and §213.6 as adopted by reference under IGH Code §402.02.

8150 Barbara Ave. ▪ Inver Grove Heights, MN 55077-3412
Telephone: 651-450-2500 ▪ Fax: 651 450-2502

SUBDIVISION AND SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AND
PHILLIP PROVINCE AND BONNIE PROVINCE
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT NO. 2001-12

Current Special Assessment: $17,580.20

Future Special Assessments:

a.) $3,779.22 for street improvements relating to the Project; and

b.) $240.00 for 6 inch (6") sanitary sewer service line.

SUBDIVISION AND SPECIAL ASSESSMENT AGREEMENT
BY AND BETWEEN
CITY OF INVER GROVE HEIGHTS AND
PHILLIP PROVINCE AND BONNIE PROVINCE
RELATING TO PAYMENT OF SPECIAL ASSESSMENTS FOR
CITY PROJECT NO. 2001-12

THIS AGREEMENT, (hereafter "Agreement"), made, entered into and effective this 29th day of May, 2012, by and between City of Inver Grove Heights, a Minnesota municipal corporation, (hereafter referred to as the "City") and Phillip Province and Bonnie Province, husband and wife, their heirs, assigns, and successors (hereafter individually and collectively referred to as "Owner"). Based on the covenants, agreements, warranties and representations hereafter contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. City of Inver Grove Heights (the "City") is a Minnesota municipal corporation.

Recital No. 2. Owner owns real property in fee title in the City of Inver Grove Heights, Dakota County, Minnesota, described on the attached Exhibit A, hereafter referred to as the "Property". The Property is Tax Parcel 20-01100-51-060. The Property has a street address of 7861 Concord Boulevard East, Inver Grove Heights, Minnesota.

Recital No. 3. Owner's home is located on the portion of the Property. Under the current zoning regulations, the size of the Property would allow the Property to be subdivided into two parcels; one parcel would contain the existing home and the other parcel could then consist of a buildable lot for another home.

Recital No. 4. The Property is currently used as a single family residence, but the Property is zoned for a duplex and under the zoning regulations the duplex zoning would allow two units within one building.

Recital No. 5. Owner represents and warrants that they have fee title ownership of the Property.

Recital No. 6. The City has ordered and constructed City Project 2001-12 – Concord Boulevard Street Reconstruction Project (Phase 2) (the "Project").

Recital No. 7. In determining the special assessments to be levied against the Property for the Project, the City has considered the Property in its highest invest use to be two

buildable lots or two dwelling units. The Owner, on the other hand, indicates that in the reasonably foreseeable future the Property will only contain one dwelling unit within the existing single family home.

Recital No. 8. At this time, the City is willing to levy special assessments against the Property for the Project on the basis of only one dwelling unit, if the Owner agrees that:

a. When the Property is subdivided in the future, then the newly created lot will at the time of the subdivision be subject to further special assessments for the Project; and
b. If the Property is used as a duplex in the future, then when the Property is converted to a duplex use the Property will be subject to further special assessments for the Project.

Recital No. 9. Owner is agreeable to the total additional assessments of $3,779.22 for street improvements and $240 for sanitary sewer service line if the Property is subdivided or used as a duplex.

Recital No. 10. Under Chapter 429 of the Minnesota Statutes, and more specifically Minn. Stat. § 429.061, the City has the authority to specially assess the costs of the Project against Owner's Property.

ARTICLE 2
DEFINITIONS

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

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

2.2 **City Council**. "City Council" means the Inver Grove Heights City Council.

2.3 **Owner**. "Owner" means Phillip Province and Bonnie Province, husband and wife, their heirs, assigns, and successors.

2.4 **Property**. "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota identified as Tax Parcel 20-01100-51-060 and legally described on Exhibit A to this Agreement.

2.5 **Project**. "Project" means City of Inver Grove Heights Improvement Project 2001-12, Concord Boulevard Street Reconstruction Project (Phase 2).

ARTICLE 3

INCORPORATION OF RECITALS

3.1 Incorporation of Recitals. The parties acknowledge and agree that the Recitals contained in Article 1 are true and correct and are hereby made an integral part of this Agreement.

ARTICLE 4
CITY COVENANTS, RIGHTS, AND DUTIES

4.1 Special Assessment – Existing Tax Parcel. The City shall specially assess the Property for the Project the principal amount of $17,580.20. This assessment shall be spread over ten (10) years and the outstanding unpaid principal amount shall bear interest at the rate of 4.80%.

4.2 Special Assessment – Subdivision of Property. By the terms set forth in this Section 4.2, Owner agrees that the Property may be specially assessed the additional principal sum of $3,779.22 for street improvements relating to the Project and $240 for sanitary sewer service line relating to the Project.

In the future if the Property is subdivided so that an additional buildable lot is created out of the Property, then pursuant to Minn. Stat. § 429.071, Subd. 3, any remaining unpaid special assessments resulting from Section 4.1 above shall be allocated to the parcel that contains the existing home.

With respect to any other parcel created from the subdivision of the Property, the parcel without the home shall be specially assessed the following principal amounts:

a.) $3,779.22 for street improvements relating to the Project; and

b.) $240.00 for 6 inch (6") sanitary sewer service line.

If, on the other hand, the Property has not been subdivided but is used as a duplex, then the Property shall be specially assessed the additional following principal amounts:

a.) $3,779.22 for street improvements relating to the Project; and

b.) $240.00 for 6 inch (6") sanitary sewer service line.

If the Property is not subdivided and is not used as a duplex, the principal amounts of special assessments identified in this Section 4.2 shall not be levied against the Property.

If the Property is subdivided, the principal amount of these special assessments identified in this Section 4.2 shall be levied by Council resolution at the time of subdivision approval and shall be spread over ten (10) years and shall bear interest at the rate of 4.80% annually.

Interest shall begin to accrue from the date of the Council resolution. Owner shall have the right to pay the total amount of the principal without interest if Owner makes such total payment within 30 days after the Council resolution.

If the Property is used as a duplex, the principal amount of these special assessments identified in this Section 4.2 shall be levied by Council resolution at the time the Property is converted to duplex use and shall be spread over ten (10) years and shall bear interest at the rate of 4.80% annually. Interest shall begin to accrue from the date of the Council resolution. Owner shall have the right to pay the total amount of the principal without interest if Owner makes such total payment within 30 days after the Council resolution.

4.3 **Issuance of Building Permits; Tax Parcel Split Approval.** If the additional special assessments result from a subdivision of the Property, then the special assessments referenced in Section 4.2 shall be certified to the county for collection together with real estate taxes at the same time the written subdivision approval is transmitted to the county for recording. The written subdivision approval and the certification of the special assessments shall be transmitted to the county no earlier than 30 days after the Council has taken action on the subdivision application, unless the Owner informs the City that the Owner is not going to prepay the entirety of the special assessments outlined in Section 4.2. No building permit shall be issued for the newly created parcel until the City has received confirmation from the county that the written subdivision approval has been recorded and that the certification of special assessments has been received by the county.

4.4 **Issuance of Building Permits; Conversion to Duplex.** If the additional special assessments result from conversion of the Property to a duplex use, then the special assessments referenced in Section 4.2 shall be certified to the county for collection together with real estate taxes pursuant to Minnesota Statutes § 429.061. No building permit shall be issued for the duplex until the City has received confirmation from the county that the certification of special assessments has been received by the county.

ARTICLE 5
OWNER'S COVENANTS, RIGHTS, AND DUTIES

5.1 **Waiver of Notice and Hearing for Special Assessments.** Owner hereby irrevocably and unconditionally waives all procedural and substantive objections to the special assessments outlined in Section 4.1. Without limiting the foregoing, Owner specifically waives any notice and hearing requirements relating to the special assessments outlined in Section 4.1. Owner waives any claim that the special assessments that may be levied under Section 4.1 exceed the benefit to the Property. Owner waives any appeal rights relative to the special assessments outlined in Section 4.1 otherwise available under Minn. Stat. § 429.081.

5.2 **Waiver of Notice and Hearing for Special Assessments.** Owner hereby irrevocably and unconditionally waives all procedural and substantive objections to the special assessments outlined in Section 4.2. Without limiting the foregoing, Owner specifically waives any notice

and hearing requirements relating to the special assessments outlined in Section 4.2. Owner waives any claim that the special assessments that may be levied under Section 4.2 exceed the benefit to the additional buildable lot or additional dwelling unit created within the Property. Owner waives any appeal rights relative to the special assessments outlined in Section 4.2 otherwise available under Minn. Stat. § 429.081.

5.3 Authority. Owner represents to the City that Owner has the rights, power, legal capacity, and authority to enter into and perform their obligations under this Agreement, and no approvals or consents of any person or other entities are necessary in connection with the authority of Owner to enter into and perform his obligations under this Agreement. Owner warrants that they are the owners in fee title to the Property.

ARTICLE 6
GENERAL PROVISIONS

6.1 Counterparts. This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

6.2 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

6.3 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

6.4 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

6.5 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supercede all prior oral or written negotiations.

6.6 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

6.7 Further Actions. The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

6.8 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns and successors in interest. This Agreement shall run with the Property.

6.9 **Recording.** This Agreement shall be recorded with the Dakota County Recorder.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 29th day of May, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, 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 on 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

OWNER:

_____
Phillip Province

_____
Bonnie Province

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2012, before me a Notary Public within and for said County, personally appeared Phillip Province and Bonnie Province, 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

This Instrument Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Telephone No. 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
Telephone No. 651-451-1831

L:\CLIENTS\810\81000\09000\Assessment Agreement - Province (5-29-12 Meeting) [5-23-12 Version].doc

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Commencing at the Northwest corner of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Twenty Seven (27), Range Twenty two (22), thence East along the North line of the SW ¼ of the SW ¼ of Section Eleven (11) 523.8 feet more or less to the West line of State Trunk Highway No. 56, thence South along the West line of said Trunk Highway 352.5 feet to the point of beginning, thence Southwesterly along the West line of said Trunk Highway 365 feet, thence due West 150 feet, thence due north approximately 170 feet to a line running from said point of beginning to a point on the West line of said Section 720 feet South of the Northwest corner of said SW ¼ of the SW ¼ of said Section 11, thence Northeasterly approximately 300 feet to the point of beginning, according to the Government survey thereof, Dakota County, Minnesota.

AGENDA ITEM 6B

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Assessment Hearing for the 2011 Pavement Management Program, City Project No. 2011-09D – Urban Street Reconstruction (South Grove Area 6)

Meeting Date:	May 29, 2012		**Fiscal/FTE Impact:**
Item Type:	Assessment Hearing		None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Steve Dodge, Asst. City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
		X	Other: Pavement Management Funds, Special Assessments, State Aid Funds, Water Connection Fund

PURPOSE/ACTION REQUESTED

Assessment hearing to consider a resolution adopting the final assessment roll for the 2011 Pavement Management Program, City Project No. 2011-09D – Urban Street Reconstruction Project (South Grove Area 6) for the following areas:

The mill and overlay portion included: 68th Street East from Delilah Avenue East to Concord Boulevard East; Delilah Avenue East from 68th Street East to 69th Street East; 69th Street East from Delarosa Court to Delilah Avenue East; and Degrio Way East from Dehrer Way East (south leg) to Dehrer Way East (north leg).

The partial reconstruction portion included: Dehrer Way East (aka Concord Boulevard East frontage road) from Degrio Way East (north leg) to Degrio Way East (south leg).

The reconstruction portion included: 69th Street East from Craig Court East to Delarosa Court; Upper 69th Street East from Dawn Avenue East to Delaney Avenue East; Craig Court East from 69th Street East to cul-de-sac; Craig Avenue from 69th Street East to 70th Street East; Crosby Avenue from 69th Street East to 70th Street East; Dawn Avenue from 66th Street East to 70th Street East; Delaney Avenue East from 69th Street East to 70th Street East; Dehrer Way East (Concord Boulevard East frontage road) from Degrio Way East (south leg) to 75th Street East.

SUMMARY

The project was ordered by the City Council on March 14, 2011, as part of the City's Pavement Management Program (PMP). The project involves roadway reconstruction (portions with new curb construction) with storm water improvements, partial reconstruction, and a mill and overlay. The project included bituminous pavement milling and reclamation; subgrade excavation and preparation; granular subgrade and aggregate base placement; bituminous pavement installation; new curb & gutter and sidewalk construction; curb & gutter and sidewalk removal and replacement; driveway reconstruction; drainage improvements, storm sewer facilities, infiltration devices, rain garden installation; water main improvements, water main removal and replacement, hydrant and valve removal and replacement; restoration and appurtenances. The street segments included in the project are shown on the attached map.

Properties are being assessed for street improvements, drainage improvements, and new curb construction. The proposed assessment roll is based on a the following assessment caps as recertified by an independent appraiser, Metzen Appraisals: $4,000 for single family and twinhomes, $6,000 for a single-family parcel that previously had no concrete curb, $6,000 for a duplex, $2,000 for an apartment or townhome, and $1 per square foot of property for businesses. If the calculated cumulative total assessment for the parcels in the project area exceeds the respective caps, the amount in excess of the cap would be paid by the Pavement Management Fund. Parcels with newly constructed curb paid 100 percent of the curb above and beyond the cap. Parcels that have paid previous assessments on a South Grove Area project or the 70th Street project are proposed to have the amount previously assessed deducted from the cap to arrive at the final assessment amount.

The final total project cost is $2,847,841.38. The total amount proposed to be specially assessed is $844,884.02 (29.7 percent), if the assessments are capped following the recommendation of the assessment analysis and the Council's support indicated in previous meetings. An assessment term of five (5) years for the mill & overlay portion and ten (10) years for the reconstruction and partial reconstruction portions (includes drainage and curb) at an interest rate of 4.8 percent is proposed. The commercial properties requested to have their assessment term lengthened to a fifteen (15) year term.

An informational meeting was held with residents on May 17th, 2012. A total of 26 attendees were present representing residential parcels, associations, and businesses. General questions and comments related to the project where typical with the following original items particular to this group:

- 69th Street Neighborhood residents were interested in how Skyview Park and the agricultural lot were being assessed
- A business owner thought his assessment was still too high and not sustainable
- There were questions on the bioretention basin, the need for it, and how it was paid for
- A resident noted the contractor forgot to put some evergreen shrubs and rose bushes back
- Property and business owners favored the caps being upheld per appraiser's benefit analysis.
- A property owner questioned how the interest rate is established for the assessments
- A property owner was curious how the project is bonded and where the money is procured
- Discussion occurred about the 5-year mill and overlay and 10-year Reconstruction assessment policies
- There were questions about deferments available for disabled, age 65, and veterans
- A couple of residents on Dawn Avenue asked about the sidewalk not being flat from 70th to 69th
- Residents were curious how the large lot at 69th & Delilah was being assessed (lot split)
- A business on Dehrer Way thought the County's roadway project damaged the road by trucking
- Residents being assessed for new curb had questions about the policy

A copy of two assessment objection letters are attached as follows: Inver City Printing of 7365 Concord Boulevard East and Z & L Properties of 7391 Concord Boulevard East (2 parcels). Two single-family parcel owners indicated that they were considering appealing their assessment.

I recommend approval of the resolution adopting the assessment roll for City Project No. 2011-09D – Urban Street Reconstruction (South Grove Area 6).

TJK/kf
Attachments: Resolution
Area Map
Final Assessment Roll
Objection letters (2)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING ASSESSMENT ROLL FOR THE 2011 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-09D – URBAN STREET RECONSTRUCTION PROJECT (SOUTH GROVE AREA 6)

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2011-09D – Urban Street Reconstruction (South Grove Area 6). The streets improved were as follows:

The mill and overlay portion included: 68th Street East from Delilah Avenue East to Concord Boulevard East; Delilah Avenue East from 68th Street East to 69th Street East; 69th Street East from Delarosa Court to Delilah Avenue East; and Degrio Way East from Dehrer Way East (south leg) to Dehrer Way East (north leg).

The partial reconstruction portion included: Dehrer Way East (aka Concord Boulevard East frontage road) from Degrio Way East (north leg) to Degrio Way East (south leg).

The reconstruction portion included: 69th Street East from Craig Court East to Delarosa Court; Upper 69th Street East from Dawn Avenue East to Delaney Avenue East; Craig Court East from 69th Street East to cul-de-sac; Craig Avenue from 69th Street East to 70th Street East; Crosby Avenue from 69th Street East to 70th Street East; Dawn Avenue from 66th Street East to 70th Street East; Delaney Avenue East from 69th Street East to 70th Street East; Dehrer Way East (Concord Boulevard East frontage road) from Degrio Way East (south leg) to 75th Street East.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of five (5) years for mill and overlay and ten (10) years for reconstruction and partial reconstruction. The first of the installments shall be payable on or before the first Monday in January 2013, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

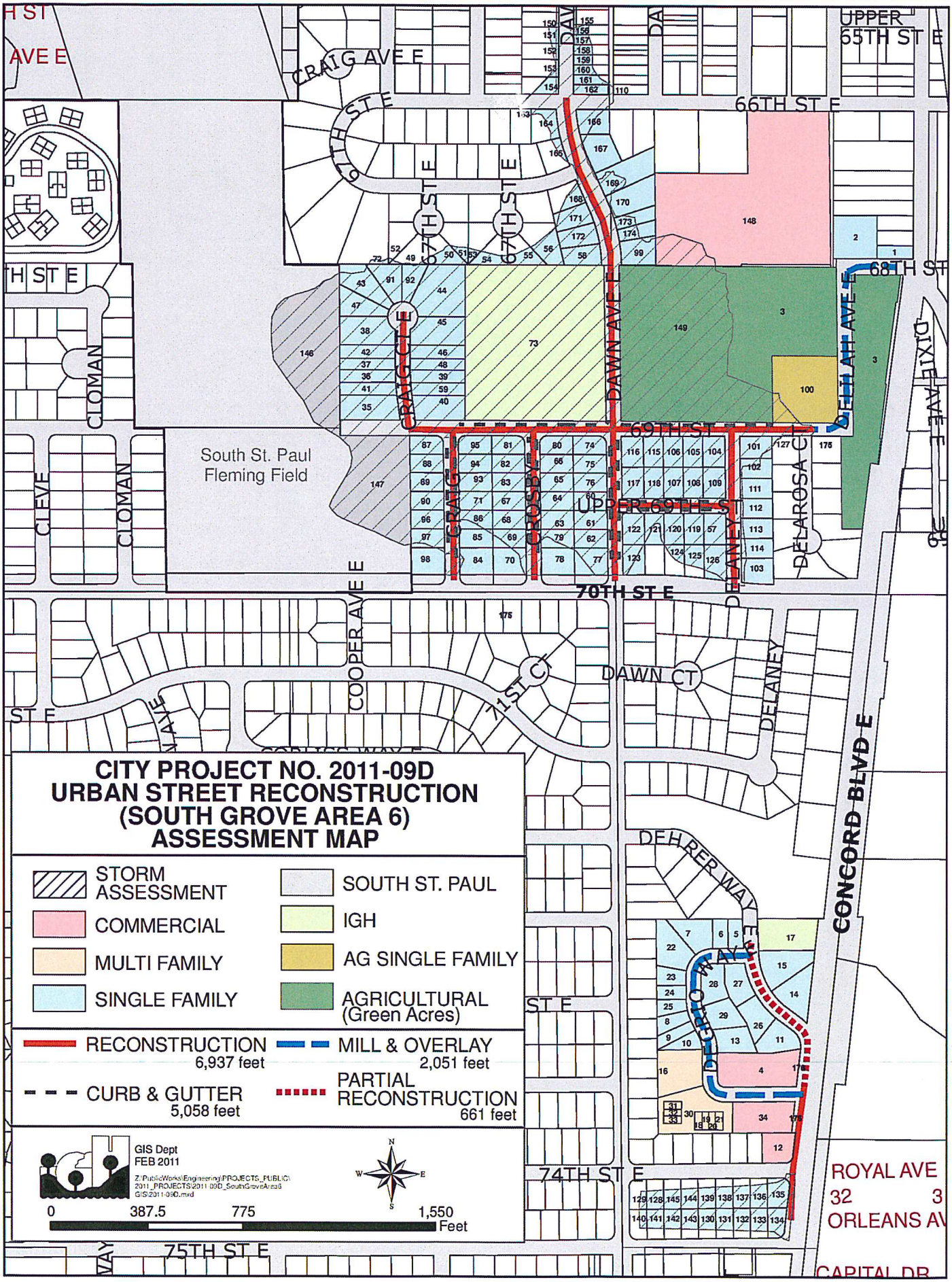
Adopted by the City Council of Inver Grove Heights this 29th day of May 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk


CITY PROJECT NO. 2011-09D
URBAN STREET RECONSTRUCTION
(SOUTH GROVE AREA 6)
ASSESSMENT MAP
STORM ASSESSMENT
COMMERCIAL
MULTI FAMILY
SINGLE FAMILY
SOUTH ST. PAUL
IGH
AG SINGLE FAMILY
AGRICULTURAL (Green Acres)
RECONSTRUCTION 6,937 feet
MILL & OVERLAY 2,051 feet
CURB & GUTTER 5,058 feet
PARTIAL RECONSTRUCTION 661 feet
GIS Dept
FEB 2011
0 387.5 775 1,550 Feet
South St. Paul Fleming Field
CRAIG AVE E
66TH ST E
67TH ST E
DAWN AVE E
69TH ST
UPPER 69TH ST
70TH ST E
UPPER 65TH ST E
68TH ST
ELLAH AVE E
DIXIE AVE E
CLOMAN
CLEVE
COOPER AVE E
71ST CT
DAWN CT
DELANEY
DELAROSA CT
CONCORD BLVD E
DEHRER WAY
74TH ST E
75TH ST E
ROYAL AVE
ORLEANS AV
CAPITAL DR

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL WITH CAPS (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED CAPPED ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
1	204325000190	6775	CONCORD BLVD	$ -	$ -	$ 1,197.50	0	$ -	$ -	$ -	$ -	$ 1,197.50
2	204325000201	4195	68TH ST E	$ -	$ -	$ 1,197.50	0	$ -	$ -	$ -	$ -	$ 1,197.50
4	208430000010	7365	CONCORD BLVD	$ -	$ 13,509.28	$ 6,860.05	0	$ -	$ (1,233.33)	$ -	$ -	$ 20,369.32
5	208430001010	7275	DEGRIO WAY	$ -	$ -	$ -	0	$ -	$ (195.44)	$ -	$ -	$ -
6	208430001020	7279	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (201.49)	$ -	$ -	$ 1,197.50
7	208430001041	7285	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (473.55)	$ -	$ -	$ 1,197.50
8	208430001100	7335	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (217.84)	$ -	$ -	$ 1,197.50
9	208430001110	7345	DEGRIO WAY E	$ -	$ -	$ 1,197.50	0	$ -	$ (202.95)	$ -	$ -	$ 1,197.50
10	208430001120	7355	DEGRIO WAY E	$ -	$ -	$ 1,197.50	0	$ -	$ (202.19)	$ -	$ -	$ 1,197.50
11	208430002021	4124	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (446.34)	$ -	$ -	$ 3,553.66
12	207115001020	7391	CONCORD BLVD E	$ 17,451.72	$ -	$ -	0	$ -	$ (922.26)	$ -	$ -	$ 14,292.74
13	208430002121	7362	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (412.60)	$ -	$ -	$ 1,197.50
14	208430003021	4117	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (548.51)	$ -	$ -	$ 3,451.48
15	208430003041	4107	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (642.56)	$ -	$ -	$ 3,357.44
16	208430001130	7361	DEGRIO WAY	$ -	$ -	$ 3,228.81	0	$ -	$ (829.89)	$ -	$ -	$ 3,228.80
17	207115006270			$ -	$ 880.60	$ -	0	$ -	$ (823.25)	$ -	$ -	$ 880.60
18	202890002010	7383	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
19	202890002020	7385	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (51.28)	$ -	$ -	$ 415.18
20	202890002030	7387	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (51.28)	$ -	$ -	$ 415.18
21	202890002040	7389	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
22	208430001061	7293	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (584.82)	$ -	$ -	$ 1,197.50
23	208430001070	7305	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (227.27)	$ -	$ -	$ 1,197.50
24	208430001080	7315	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (178.33)	$ -	$ -	$ 1,197.50
25	208430001090	7325	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (187.52)	$ -	$ -	$ 1,197.50
26	208430002041	4114	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (405.44)	$ -	$ -	$ 3,594.56
27	208430002061	4106	DEHRER WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (407.95)	$ -	$ -	$ 1,197.50
28	208430002081	7312	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (405.89)	$ -	$ -	$ 1,197.50
29	208430002101	7344	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (405.41)	$ -	$ -	$ 1,197.50
30	202890000010			$ -	$ -	$ 415.18	0	$ -	$ (878.10)	$ -	$ -	$ 415.18
31	202890001010	7377	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
32	202890001020	7379	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (51.28)	$ -	$ -	$ 415.18
33	202890001030	7381	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
34	202890003010	7391	CONCORD BLVD E	$ 18,779.24	$ -	$ 2,632.20	0	$ -	$ -	$ -	$ -	$ 21,411.44
35	201325101010	6883	CRAIG CT	$ 6,558.24	$ -	$ -	23543	$ 3,905.69	$ (636.13)	$ -	$ -	$ 3,363.86
36	201325101021	6863	CRAIG CT E	$ 6,558.24	$ -	$ -	11072	$ 1,836.80	$ (299.19)	$ -	$ -	$ 3,700.80
37	201325101031	6845	CRAIG CT	$ 6,558.24	$ -	$ -	10023	$ 1,662.77	$ (270.82)	$ -	$ -	$ 3,729.18
38	201325101040	6825	CRAIG CT	$ 6,558.24	$ -	$ -	24345	$ 4,038.73	$ (657.80)	$ -	$ -	$ 3,342.20
39	201325101101	6870	CRAIG CT E	$ 6,558.24	$ -	$ -	10962	$ 1,818.55	$ (296.19)	$ -	$ -	$ 3,703.80
40	201325101110	6892	CRAIG CT E	$ 13,116.48	$ -	$ -	20683	$ 3,431.22	$ (558.85)	$ -	$ -	$ 5,441.14
41	201325101022	6865	CRAIG CT E	$ 6,558.24	$ -	$ -	11491	$ 1,906.31	$ (310.49)	$ -	$ -	$ 3,689.50
42	201325101032	6843	CRAIG CT	$ 6,558.24	$ -	$ -	12249	$ 2,032.06	$ (330.97)	$ -	$ -	$ 3,669.02
43	201325101051	6803	CRAIG CT	$ 6,558.24	$ -	$ -	16706	$ 2,771.46	$ (547.29)	$ -	$ -	$ 3,452.70
44	201325101070	6810	CRAIG CT	$ 13,116.48	$ -	$ -	39958	$ 6,628.87	$ (1,079.67)	$ -	$ -	$ 4,920.32
45	201325101080	6830	CRAIG CT E	$ 13,116.48	$ -	$ -	24117	$ 4,000.91	$ (651.64)	$ -	$ -	$ 5,348.36
46	201325101091	6850	CRAIG CT	$ 6,558.24	$ -	$ -	12162	$ 2,017.63	$ (328.62)	$ -	$ -	$ 3,671.38
47	201325101052	6805	CRAIG CT	$ 6,558.24	$ -	$ -	15490	$ 2,569.73	$ (418.54)	$ -	$ -	$ 3,581.46

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL WITH CAPS (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED CAPPED ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
48	201325101092	6852	CRAIG CT	$ 6,558.24	$ -	$ -	9939	$ 1,648.84	$ (268.55)	$ -	$ -	$ 3,731.44
49	201325001180	3864	67TH ST E	$ -	$ -	$ -	1337	$ 221.80	$ (61.12)	$ -	$ -	$ 221.80
50	201325001190	3872	67TH ST E	$ -	$ -	$ -	7453	$ 1,236.42	$ (213.54)	$ -	$ -	$ 1,236.42
51	201325001200	3880	67TH ST	$ -	$ -	$ -	2481	$ 411.59	$ (65.33)	$ -	$ -	$ 411.58
52	201325001170	3856	67TH ST E	$ -	$ -	$ -	245	$ 40.64	$ -	$ -	$ -	$ 40.64
53	201325001230	3908	67TH ST E	$ -	$ -	$ -	1772	$ 293.97	$ (65.55)	$ -	$ -	$ 293.96
54	201325001240	3914	67TH ST E	$ -	$ -	$ -	6108	$ 1,013.29	$ (243.13)	$ -	$ -	$ 1,013.28
55	201325001250	3920	67TH ST E	$ -	$ -	$ -	7370	$ 1,222.65	$ (256.66)	$ -	$ -	$ 1,222.64
56	201325001260	3926	67TH ST E	$ -	$ -	$ -	11462	$ 1,901.50	$ (412.14)	$ -	$ -	$ 1,901.50
57	207116103010	4066	UPPER 69TH ST	$ 6,558.24	$ -	$ -	11249	$ 1,866.16	$ (303.95)	$ -	$ 978.43	$ 4,674.48
58	201325001310	6799	DAWN WAY E	$ 6,558.24	$ -	$ -	11994	$ 1,989.75	$ (324.10)	$ -	$ -	$ 3,675.90
59	201325101102	6872	CRAIG CT	$ 6,558.24	$ -	$ -	10786	$ 1,789.35	$ (291.44)	$ -	$ -	$ 3,708.56
60	207115301040	6941	DAWN AVE E	$ 6,558.24	$ -	$ -	10136	$ 1,681.52	$ (273.87)	$ (377.00)	$ 882.00	$ 4,231.12
61	207115301050	6951	DAWN AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 4,609.02
62	207115301060	6961	DAWN AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 4,609.04
63	207115301120	6950	CROSBY AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 4,609.04
64	207115301130	6940	CROSBY AVE E	$ 6,558.24	$ -	$ -	10135	$ 1,681.35	$ (273.85)	$ -	$ 882.00	$ 4,608.14
65	207115301140	6930	CROSBY AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 4,609.04
66	207115301150	6920	CROSBY AVE E	$ 6,558.24	$ -	$ -	10069	$ 1,670.41	$ (272.06)	$ (377.00)	$ 882.00	$ 4,232.94
67	207115302040	6941	CROSBY AVE E	$ 6,558.24	$ -	$ -	10136	$ 1,681.52	$ (273.87)	$ -	$ 882.00	$ 4,608.12
68	207115302050	6951	CROSBY AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 4,609.02
69	207115302060	6961	CROSBY AVE E	$ 6,558.24	$ -	$ -	7989	$ 1,325.34	$ (272.96)	$ -	$ 882.00	$ 4,609.04
70	207115302080	6971	CROSBY AVE E	$ 6,558.24	$ -	$ -	2850	$ 472.80	$ (394.09)	$ -	$ 1,105.44	$ 4,711.34
71	207115302130	6940	CRAIG AVE E	$ 6,558.24	$ -	$ -	10135	$ 1,681.35	$ (273.85)	$ -	$ 882.00	$ 4,608.14
72	206325101050	3840	67TH ST E	$ -	$ -	$ -	1388	$ 230.26	$ -	$ -	$ -	$ 230.26
73	200030076011			$ 158,215.50	$ -	$ -	353136	$ 58,583.80	$ (9,541.73)	$ -	$ 6,707.55	$ 223,506.84
74	207115301010	3990	69TH ST E	$ 6,558.24	$ -	$ -	9761	$ 1,619.31	$ (263.74)	$ -	$ 799.68	$ 4,535.94
75	207115301020	6921	DAWN AVE E	$ 6,558.24	$ -	$ -	10070	$ 1,670.57	$ (272.09)	$ -	$ 882.00	$ 4,609.90
76	207115301030	6931	DAWN AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 4,609.02
77	207115301080	6971	DAWN AVE E	$ 6,558.24	$ -	$ -	10234	$ 1,697.78	$ (395.41)	$ -	$ 1,270.08	$ 4,874.66
78	207115301100	6970	CROSBY AVE E	$ 6,558.24	$ -	$ -	144	$ 23.89	$ (395.71)	$ -	$ 1,058.40	$ 4,662.68
79	207115301110	6960	CROSBY AVE E	$ 6,558.24	$ -	$ -	7076	$ 1,173.88	$ (272.96)	$ -	$ 882.00	$ 4,609.04
80	207115301160	3930	69TH ST E	$ 6,558.24	$ -	$ -	9766	$ 1,620.14	$ (263.88)	$ -	$ 799.68	$ 4,535.80
81	207115302010	3900	69TH ST E	$ 6,558.24	$ -	$ -	9761	$ 1,619.31	$ (263.74)	$ -	$ 799.68	$ 4,535.94
82	207115302020	6921	CROSBY AVE E	$ 6,558.24	$ -	$ -	10070	$ 1,670.57	$ (272.09)	$ (377.00)	$ 882.00	$ 4,232.90
83	207115302030	6931	CROSBY AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 4,609.02
84	207115302100	6970	CRAIG AVE E	$ 6,558.24	$ -	$ -	562	$ 93.23	$ (394.38)	$ -	$ 1,070.16	$ 4,675.78
85	207115302110	6960	CRAIG AVE E	$ 6,558.24	$ -	$ -	351	$ 58.23	$ (272.98)	$ -	$ 882.00	$ 4,609.02
86	207115302120	6950	CRAIG AVE E	$ 6,558.24	$ -	$ -	7578	$ 1,257.16	$ (272.96)	$ -	$ 882.00	$ 4,609.04
87	207115303010	3842	69TH ST E	$ 6,558.24	$ -	$ -	9736	$ 1,615.16	$ (263.07)	$ -	$ 799.68	$ 4,536.60
88	207115303020	6921	CRAIG AVE E	$ 6,558.24	$ -	$ -	10076	$ 1,671.57	$ (272.25)	$ -	$ 882.00	$ 4,609.74
89	207115303030	6931	CRAIG AVE	$ 6,558.24	$ -	$ -	10108	$ 1,676.88	$ (273.12)	$ -	$ 882.00	$ 4,608.88
90	207115303040	6941	CRAIG AVE E	$ 6,558.24	$ -	$ -	10141	$ 1,682.35	$ (274.01)	$ -	$ 882.00	$ 4,607.98
91	201325101061	6800	CRAIG CT	$ 6,558.24	$ -	$ -	13917	$ 2,308.77	$ (377.85)	$ -	$ -	$ 3,622.14
92	201325101062	6802	CRAIG AVE	$ 6,558.24	$ -	$ -	10642	$ 1,765.46	$ (289.49)	$ -	$ -	$ 3,710.50
93	207115302140	6930	CRAIG AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 4,609.04

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL WITH CAPS (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED CAPPED ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
94	207115302150	6920	CRAIG AVE E	$ 6,558.24	$ -	$ -	10069	$ 1,670.41	$ (272.04)	$ (377.00)	$ 882.00	$ 4,232.96
95	207115302160	3882	69TH ST E	$ 6,558.24	$ -	$ -	9766	$ 1,620.14	$ (263.88)	$ (377.00)	$ 799.68	$ 4,158.80
96	207115303050	6951	CRAIG AVE E	$ 6,558.24	$ -	$ -	10107	$ 1,676.71	$ (273.09)	$ -	$ 882.00	$ 4,608.90
97	207115303060	6961	CRAIG AVE E	$ 6,558.24	$ -	$ -	8734	$ 1,448.93	$ (273.06)	$ (377.00)	$ 882.00	$ 4,231.94
98	207115303080	6971	CRAIG AVE E	$ 6,558.24	$ -	$ -	299	$ 49.60	$ (394.87)	$ -	$ 1,093.68	$ 4,698.80
99	201130001010	6802	DAWN AVE E	$ 6,558.24	$ -	$ -	14480	$ 2,402.17	$ (102.81)	$ -	$ -	$ 3,897.18
100	200020051030	4161	69TH ST E	$ 6,558.24	$ -	$ 1,197.50	6955	$ 1,153.81	$ -	$ -	$ 710.89	$ 5,908.38
101	207116101010	6920	DELANEY AVE E	$ 6,558.24	$ -	$ -	10345	$ 1,716.19	$ -	$ -	$ -	$ 4,000.00
102	207116101020	6944	DELANEY AVE E	$ 6,558.24	$ -	$ -	2758	$ 457.54	$ -	$ (377.00)	$ -	$ 3,623.00
103	207116101070	6998	DELANEY AVE E	$ 6,558.24	$ -	$ -	1275	$ 211.52	$ (214.00)	$ -	$ -	$ 3,786.00
104	207116102010	6919	DELANEY AVE E	$ 6,558.24	$ -	$ -	11183	$ 1,855.21	$ -	$ -	$ -	$ 4,000.00
105	207116102020	4046	69TH ST E	$ 6,558.24	$ -	$ -	9940	$ 1,649.00	$ -	$ -	$ -	$ 4,000.00
106	207116102030	4036	69TH ST E	$ 6,558.24	$ -	$ -	9940	$ 1,649.00	$ -	$ -	$ -	$ 4,000.00
107	207116102080	4035	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (95.33)	$ (377.00)	$ 940.80	$ 4,468.46
108	207116102090	4045	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (92.49)	$ (377.00)	$ 940.80	$ 4,471.30
109	207116102100	4065	UPPER 69TH ST	$ 6,558.24	$ -	$ -	11249	$ 1,866.16	$ (73.52)	$ -	$ 971.96	$ 4,898.44
110	203655005290	3995	66TH ST E	$ -	$ -	$ -	41	$ 6.80	$ -	$ -	$ -	$ 6.80
111	207116101030	6956	DELANEY AVE E	$ 6,558.24	$ -	$ -	610	$ 101.20	$ -	$ (377.00)	$ -	$ 3,623.00
112	207116101040	6968	DELANEY AVE E	$ 6,558.24	$ -	$ -	758	$ 125.75	$ (66.50)	$ -	$ -	$ 3,933.50
113	207116101050	6976	DELANEY AVE E	$ 6,558.24	$ -	$ -	781	$ 129.56	$ (110.73)	$ (377.00)	$ -	$ 3,512.26
114	207116101060	6978	DELANEY AVE E	$ 6,558.24	$ -	$ -	1397	$ 231.76	$ (108.62)	$ -	$ -	$ 3,891.38
115	207116102040	4028	69TH ST E	$ 6,558.24	$ -	$ -	9940	$ 1,649.00	$ (96.33)	$ -	$ -	$ 3,903.66
116	207116102050	6924	DAWN AVE E	$ 6,558.24	$ -	$ -	11183	$ 1,855.21	$ (302.16)	$ -	$ -	$ 3,697.84
117	207116102060	6948	DAWN AVE E	$ 6,558.24	$ -	$ -	11249	$ 1,866.16	$ (303.95)	$ -	$ 1,058.40	$ 4,754.44
118	207116102070	4027	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (158.12)	$ -	$ 940.80	$ 4,782.68
119	207116103020	4046	UPPER 69TH ST E	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (270.17)	$ -	$ 940.80	$ 4,670.62
120	207116103030	4036	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (270.17)	$ -	$ 940.80	$ 4,670.62
121	207116103040	4028	UPPER 69TH ST	$ 6,558.24	$ -	$ -	5945	$ 986.25	$ (270.17)	$ (377.00)	$ 940.80	$ 4,293.62
122	207116103050	6968	DAWN AVE E	$ 6,558.24	$ -	$ -	11234	$ 1,863.67	$ (303.95)	$ -	$ 1,058.40	$ 4,754.44
123	207116103060	6990	DAWN AVE E	$ 6,558.24	$ -	$ -	6104	$ 1,012.63	$ (1,360.40)	$ -	$ 1,058.40	$ 3,698.00
124	207116103080	4035	70TH ST E	$ -	$ -	$ -	3993	$ 662.42	$ (5,147.88)	$ -	$ -	$ -
125	207116103090	4045	70TH ST E	$ -	$ -	$ -	7078	$ 1,174.21	$ (5,167.81)	$ -	$ -	$ -
126	207116103100	6997	DELANEY AVE E	$ 6,558.24	$ -	$ -	10929	$ 1,813.08	$ (1,411.03)	$ -	$ -	$ 2,588.96
127	203550001110	6925	DELAROSA CT	$ -	$ -	$ -	788	$ 130.73	$ -	$ -	$ -	$ 130.72
128	207115002080	4018	74TH ST E	$ -	$ -	$ -	5221	$ 866.14	$ (4,209.82)	$ -	$ -	$ -
129	207115002090	7430	DAWN AVE E	$ -	$ -	$ -	1936	$ 321.17	$ (4,879.17)	$ -	$ -	$ -
130	207115002140	4049	75TH ST E	$ -	$ -	$ -	5891	$ 977.29	$ (4,000.00)	$ -	$ -	$ 3,022.70
131	207115002150	4059	75TH ST E	$ -	$ -	$ -	6066	$ 1,006.32	$ (4,000.00)	$ -	$ -	$ 2,993.68
132	207115002160	4069	75TH ST E	$ -	$ -	$ -	6241	$ 1,035.36	$ (4,000.00)	$ -	$ -	$ 2,964.64
133	207115002170	4079	75TH ST E	$ -	$ -	$ -	6416	$ 1,064.39	$ (4,000.00)	$ -	$ -	$ 2,935.60
134	207115002180	7481	CONCORD BLVD E	$ 6,558.24	$ -	$ -	7389	$ 1,225.80	$ (390.94)	$ -	$ -	$ 3,609.06
135	207115002010	7453	CONCORD BLVD E	$ 6,558.24	$ -	$ -	8990	$ 1,491.40	$ (4,378.85)	$ -	$ -	$ -
136	207115002020	4078	74TH ST E	$ -	$ -	$ -	6617	$ 1,097.73	$ (4,402.90)	$ -	$ -	$ -
137	207115002030	4068	74TH ST E	$ -	$ -	$ -	6318	$ 1,048.13	$ (4,435.24)	$ -	$ -	$ -
138	207115002040	4058	74TH ST E	$ -	$ -	$ -	6086	$ 1,009.64	$ (4,458.80)	$ -	$ -	$ -
139	207115002050	4048	74TH ST E	$ -	$ -	$ -	5912	$ 980.78	$ (4,482.39)	$ -	$ -	$ -

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL WITH CAPS (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED CAPPED ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
140	207115002100	7476	DAWN AVE E	$ -	$ -	$ -	2208	$ 366.30	$ (4,645.60)	$ -	$ -	$ -
141	207115002110	4019	75TH ST E	$ -	$ -	$ -	5367	$ 890.36	$ (4,000.00)	$ -	$ -	$ 3,109.64
142	207115002120	4031	75TH ST E	$ -	$ -	$ -	5542	$ 919.39	$ (4,000.00)	$ -	$ -	$ 3,080.60
143	207115002130	4039	75TH ST E	$ -	$ -	$ -	5717	$ 948.43	$ (4,000.00)	$ -	$ -	$ 3,051.56
144	207115002060	4038	74TH ST E	$ -	$ -	$ -	5682	$ 942.62	$ (4,506.16)	$ -	$ -	$ -
145	207115002070	4030	74TH ST E	$ -	$ -	$ -	5451	$ 904.30	$ (4,529.95)	$ -	$ -	$ -
146	361113000035			$ -	$ -	$ -	122533	$ 20,327.72	$ -	$ -	$ -	$ -
147	361113000034			$ -	$ -	$ -	107924	$ 17,904.14	$ -	$ -	$ -	$ -
148	200020050080	4100	66TH ST E	$ -	$ -	$ -	23390	$ 3,880.30	$ -	$ -	$ -	$ 3,880.30
149	200020051010	4130	68TH ST E	$ 177,072.48	$ -	$ -	301762	$ 50,061.06	$ -	$ -	$ 5,644.80	$ 113,644.80
150	203655006171	6555	DAWN WAY E	$ -	$ -	$ -	361	$ 59.89	$ -	$ -	$ -	$ 59.88
151	203655006191	6565	DAWN WAY E	$ -	$ -	$ -	2376	$ 394.17	$ -	$ -	$ -	$ 394.16
152	203655006231	6575	DAWN WAY E	$ -	$ -	$ -	1578	$ 261.78	$ -	$ -	$ -	$ 261.78
153	203655006271	6585	DAWN WAY E	$ -	$ -	$ -	1602	$ 265.77	$ -	$ -	$ -	$ 265.76
154	203655006291	3915	66TH ST	$ -	$ -	$ -	5336	$ 885.22	$ -	$ -	$ -	$ 885.22
155	203655005161	6554	DAWN WAY E	$ -	$ -	$ -	140	$ 23.23	$ -	$ -	$ -	$ 23.22
156	203655005180			$ -	$ -	$ -	2204	$ 365.63	$ -	$ -	$ -	$ 365.62
157	203655005200	6574	DAWN WAY E	$ -	$ -	$ -	2670	$ 442.94	$ -	$ -	$ -	$ 442.94
158	203655005220			$ -	$ -	$ -	3038	$ 503.99	$ -	$ -	$ -	$ 503.98
159	203655005240	6582	DAWN WAY E	$ -	$ -	$ -	3059	$ 507.48	$ -	$ -	$ -	$ 507.48
160	203655005260			$ -	$ -	$ -	3347	$ 555.25	$ -	$ -	$ -	$ 555.24
161	203655005280			$ -	$ -	$ -	4649	$ 771.25	$ -	$ -	$ -	$ 771.24
162	203655005300	6594	DAWN WAY E	$ -	$ -	$ -	5600	$ 929.02	$ -	$ -	$ -	$ 929.02
163	201325002020	3926	66TH ST E	$ -	$ -	$ -	1072	$ 177.84	$ -	$ -	$ -	$ 177.84
164	201325002010	3940	66TH ST E	$ -	$ -	$ -	6294	$ 1,044.15	$ -	$ -	$ -	$ 1,044.14
165	201325002190	3945	67TH ST E	$ -	$ -	$ -	2395	$ 397.32	$ -	$ -	$ -	$ 397.32
166	201325003010	6624	DAWN WAY E	$ 6,558.24	$ -	$ -	6768	$ 1,122.78	$ -	$ -	$ -	$ 4,000.00
167	201130001050	6672	DAWN WAY E	$ 6,558.24	$ -	$ -	557	$ 92.40	$ -	$ -	$ -	$ 4,000.00
168	201325001280	3950	67TH ST E	$ -	$ -	$ -	5517	$ 915.25	$ (156.88)	$ -	$ -	$ 915.24
169	201130001040	6724	DAWN WAY E	$ 6,558.24	$ -	$ -	6488	$ 1,076.33	$ (75.30)	$ -	$ -	$ 3,924.70
170	201130001030	6750	DAWN WAY E	$ 6,558.24	$ -	$ -	1125	$ 186.63	$ (138.45)	$ -	$ -	$ 3,861.54
171	201325001290	6745	DAWN WAY E	$ 6,558.24	$ -	$ -	11155	$ 1,850.57	$ (324.48)	$ -	$ -	$ 3,675.52
172	201325001300	6771	DAWN WAY E	$ 6,558.24	$ -	$ -	12252	$ 2,032.56	$ (331.05)	$ (377.00)	$ -	$ 3,291.94
173	201130001021	6772	DAWN WAY E	$ 6,558.24	$ -	$ -	3541	$ 587.44	$ (68.63)	$ -	$ -	$ 3,931.36
174	201130001022	6774	DAWN WAY E	$ 6,558.24	$ -	$ -	4263	$ 707.21	$ (65.01)	$ -	$ -	$ 3,934.98
175	203550001010	6926	DELAROSA CT	$ -	$ -	$ -	0	$ -	$ -	$ -	$ -	$ -
176				$ -	$ -	$ -	0	$ -	$ -	$ -	$ -	$ -
			TOTALS:	**$ 974,877.02**	**$ 43,364.72**	**$ 35,202.50**	**1956955.00**	**$ 324,650.66**	**$ (131,055.55)**	**$ (4,901.00)**	**$ 55,479.79**	**$ 844,884.02**

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED PER POLICY ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
1	204325000190	6775	CONCORD BLVD	$ -	$ -	$ 1,197.50	0	$ -	$ -	$ -	$ -	$ 1,197.50
2	204325000201	4195	68TH ST E	$ -	$ -	$ 1,197.50	0	$ -	$ -	$ -	$ -	$ 1,197.50
4	208430000010	7365	CONCORD BLVD	$ -	$ 13,509.28	$ 6,860.05	0	$ -	$ (1,233.33)	$ -	$ -	$ 20,369.32
5	208430001010	7275	DEGRIO WAY	$ -	$ -	$ -	0	$ -	$ (195.44)	$ -	$ -	$ -
6	208430001020	7279	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (201.49)	$ -	$ -	$ 1,197.50
7	208430001041	7285	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (473.55)	$ -	$ -	$ 1,197.50
8	208430001100	7335	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (217.84)	$ -	$ -	$ 1,197.50
9	208430001110	7345	DEGRIO WAY E	$ -	$ -	$ 1,197.50	0	$ -	$ (202.95)	$ -	$ -	$ 1,197.50
10	208430001120	7355	DEGRIO WAY E	$ -	$ -	$ 1,197.50	0	$ -	$ (202.19)	$ -	$ -	$ 1,197.50
11	208430002021	4124	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (446.34)	$ -	$ -	$ 7,243.70
12	207115001020	7391	CONCORD BLVD E	$ 17,451.72	$ -	$ -	0	$ -	$ (922.26)	$ -	$ -	$ 17,451.72
13	208430002121	7362	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (412.60)	$ -	$ -	$ 1,197.50
14	208430003021	4117	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (548.51)	$ -	$ -	$ 7,243.70
15	208430003041	4107	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (642.56)	$ -	$ -	$ 7,243.70
16	208430001130	7361	DEGRIO WAY	$ -	$ -	$ 3,228.81	0	$ -	$ (829.89)	$ -	$ -	$ 3,228.80
17	207115006270			$ -	$ 880.60	$ -	0	$ -	$ (823.25)	$ -	$ -	$ 880.60
18	202890002010	7383	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
19	202890002020	7385	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (51.28)	$ -	$ -	$ 415.18
20	202890002030	7387	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (51.28)	$ -	$ -	$ 415.18
21	202890002040	7389	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
22	208430001061	7293	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (584.82)	$ -	$ -	$ 1,197.50
23	208430001070	7305	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (227.27)	$ -	$ -	$ 1,197.50
24	208430001080	7315	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (178.33)	$ -	$ -	$ 1,197.50
25	208430001090	7325	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (187.52)	$ -	$ -	$ 1,197.50
26	208430002041	4114	DEHRER WAY	$ -	$ 7,243.71	$ -	0	$ -	$ (405.44)	$ -	$ -	$ 7,243.70
27	208430002061	4106	DEHRER WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (407.95)	$ -	$ -	$ 1,197.50
28	208430002081	7312	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (405.89)	$ -	$ -	$ 1,197.50
29	208430002101	7344	DEGRIO WAY	$ -	$ -	$ 1,197.50	0	$ -	$ (405.41)	$ -	$ -	$ 1,197.50
30	202890000010			$ -	$ -	$ 415.18	0	$ -	$ (878.10)	$ -	$ -	$ 415.18
31	202890001010	7377	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
32	202890001020	7379	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (51.28)	$ -	$ -	$ 415.18
33	202890001030	7381	DEGRIO WAY	$ -	$ -	$ 415.18	0	$ -	$ (61.15)	$ -	$ -	$ 415.18
34	202890003010	7391	CONCORD BLVD E	$ 18,779.24	$ -	$ 2,632.20	0	$ -	$ -	$ -	$ -	$ 21,411.44
35	201325101010	6883	CRAIG CT	$ 6,558.24	$ -	$ -	23543	$ 3,905.69	$ (636.13)	$ -	$ -	$ 10,463.92
36	201325101021	6863	CRAIG CT E	$ 6,558.24	$ -	$ -	11072	$ 1,836.80	$ (299.19)	$ -	$ -	$ 8,395.04
37	201325101031	6845	CRAIG CT	$ 6,558.24	$ -	$ -	10023	$ 1,662.77	$ (270.82)	$ -	$ -	$ 8,221.00
38	201325101040	6825	CRAIG CT	$ 6,558.24	$ -	$ -	24345	$ 4,038.73	$ (657.80)	$ -	$ -	$ 10,596.96
39	201325101101	6870	CRAIG CT E	$ 6,558.24	$ -	$ -	10962	$ 1,818.55	$ (296.19)	$ -	$ -	$ 8,376.78
40	201325101110	6892	CRAIG CT E	$ 13,116.48	$ -	$ -	20683	$ 3,431.22	$ (558.85)	$ -	$ -	$ 16,547.70
41	201325101022	6865	CRAIG CT E	$ 6,558.24	$ -	$ -	11491	$ 1,906.31	$ (310.49)	$ -	$ -	$ 8,464.54
42	201325101032	6843	CRAIG CT	$ 6,558.24	$ -	$ -	12249	$ 2,032.06	$ (330.97)	$ -	$ -	$ 8,590.30
43	201325101051	6803	CRAIG CT	$ 6,558.24	$ -	$ -	16706	$ 2,771.46	$ (547.29)	$ -	$ -	$ 9,329.70
44	201325101070	6810	CRAIG CT	$ 13,116.48	$ -	$ -	39958	$ 6,628.87	$ (1,079.67)	$ -	$ -	$ 19,745.34
45	201325101080	6830	CRAIG CT E	$ 13,116.48	$ -	$ -	24117	$ 4,000.91	$ (651.64)	$ -	$ -	$ 17,117.38
46	201325101091	6850	CRAIG CT	$ 6,558.24	$ -	$ -	12162	$ 2,017.63	$ (328.62)	$ -	$ -	$ 8,575.86
47	201325101052	6805	CRAIG CT	$ 6,558.24	$ -	$ -	15490	$ 2,569.73	$ (418.54)	$ -	$ -	$ 9,127.96

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED PER POLICY ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
48	201325101092	6852	CRAIG CT	$ 6,558.24	$ -	$ -	9939	$ 1,648.84	$ (268.55)	$ -	$ -	$ 8,207.08
49	201325001180	3864	67TH ST E	$ -	$ -	$ -	1337	$ 221.80	$ (61.12)	$ -	$ -	$ 221.80
50	201325001190	3872	67TH ST E	$ -	$ -	$ -	7453	$ 1,236.42	$ (213.54)	$ -	$ -	$ 1,236.42
51	201325001200	3880	67TH ST	$ -	$ -	$ -	2481	$ 411.59	$ (65.33)	$ -	$ -	$ 411.58
52	201325001170	3856	67TH ST E	$ -	$ -	$ -	245	$ 40.64	$ -	$ -	$ -	$ 40.64
53	201325001230	3908	67TH ST E	$ -	$ -	$ -	1772	$ 293.97	$ (65.55)	$ -	$ -	$ 293.96
54	201325001240	3914	67TH ST E	$ -	$ -	$ -	6108	$ 1,013.29	$ (243.13)	$ -	$ -	$ 1,013.28
55	201325001250	3920	67TH ST E	$ -	$ -	$ -	7370	$ 1,222.65	$ (256.66)	$ -	$ -	$ 1,222.64
56	201325001260	3926	67TH ST E	$ -	$ -	$ -	11462	$ 1,901.50	$ (412.14)	$ -	$ -	$ 1,901.50
57	207116103010	4066	UPPER 69TH ST	$ 6,558.24	$ -	$ -	11249	$ 1,866.16	$ (303.95)	$ -	$ 978.43	$ 9,402.82
58	201325001310	6799	DAWN WAY E	$ 6,558.24	$ -	$ -	11994	$ 1,989.75	$ (324.10)	$ -	$ -	$ 8,547.98
59	201325101102	6872	CRAIG CT	$ 6,558.24	$ -	$ -	10786	$ 1,789.35	$ (291.44)	$ -	$ -	$ 8,347.58
60	207115301040	6941	DAWN AVE E	$ 6,558.24	$ -	$ -	10136	$ 1,681.52	$ (273.87)	$ (377.00)	$ 882.00	$ 8,744.76
61	207115301050	6951	DAWN AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 9,116.28
62	207115301060	6961	DAWN AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 9,116.12
63	207115301120	6950	CROSBY AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 9,116.12
64	207115301130	6940	CROSBY AVE E	$ 6,558.24	$ -	$ -	10135	$ 1,681.35	$ (273.85)	$ -	$ 882.00	$ 9,121.58
65	207115301140	6930	CROSBY AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 9,116.12
66	207115301150	6920	CROSBY AVE E	$ 6,558.24	$ -	$ -	10069	$ 1,670.41	$ (272.06)	$ (377.00)	$ 882.00	$ 8,733.64
67	207115302040	6941	CROSBY AVE E	$ 6,558.24	$ -	$ -	10136	$ 1,681.52	$ (273.87)	$ -	$ 882.00	$ 9,121.76
68	207115302050	6951	CROSBY AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 9,116.28
69	207115302060	6961	CROSBY AVE E	$ 6,558.24	$ -	$ -	7989	$ 1,325.34	$ (272.96)	$ -	$ 882.00	$ 8,765.58
70	207115302080	6971	CROSBY AVE E	$ 6,558.24	$ -	$ -	2850	$ 472.80	$ (394.09)	$ -	$ 1,105.44	$ 8,136.48
71	207115302130	6940	CRAIG AVE E	$ 6,558.24	$ -	$ -	10135	$ 1,681.35	$ (273.85)	$ -	$ 882.00	$ 9,121.58
72	206325101050	3840	67TH ST E	$ -	$ -	$ -	1388	$ 230.26	$ -	$ -	$ -	$ 230.26
73	200030076011			$ 158,215.50	$ -	$ -	353136	$ 58,583.80	$ (9,541.73)	$ -	$ 6,707.55	$ 223,506.84
74	207115301010	3990	69TH ST E	$ 6,558.24	$ -	$ -	9761	$ 1,619.31	$ (263.74)	$ -	$ 799.68	$ 8,977.22
75	207115301020	6921	DAWN AVE E	$ 6,558.24	$ -	$ -	10070	$ 1,670.57	$ (272.09)	$ -	$ 882.00	$ 9,110.80
76	207115301030	6931	DAWN AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 9,116.28
77	207115301080	6971	DAWN AVE E	$ 6,558.24	$ -	$ -	10234	$ 1,697.78	$ (395.41)	$ -	$ 1,270.08	$ 9,526.10
78	207115301100	6970	CROSBY AVE E	$ 6,558.24	$ -	$ -	144	$ 23.89	$ (395.71)	$ -	$ 1,058.40	$ 7,640.52
79	207115301110	6960	CROSBY AVE E	$ 6,558.24	$ -	$ -	7076	$ 1,173.88	$ (272.96)	$ -	$ 882.00	$ 8,614.12
80	207115301160	3930	69TH ST E	$ 6,558.24	$ -	$ -	9766	$ 1,620.14	$ (263.88)	$ -	$ 799.68	$ 8,978.06
81	207115302010	3900	69TH ST E	$ 6,558.24	$ -	$ -	9761	$ 1,619.31	$ (263.74)	$ -	$ 799.68	$ 8,977.22
82	207115302020	6921	CROSBY AVE E	$ 6,558.24	$ -	$ -	10070	$ 1,670.57	$ (272.09)	$ (377.00)	$ 882.00	$ 8,733.80
83	207115302030	6931	CROSBY AVE E	$ 6,558.24	$ -	$ -	10103	$ 1,676.05	$ (272.98)	$ -	$ 882.00	$ 9,116.28
84	207115302100	6970	CRAIG AVE E	$ 6,558.24	$ -	$ -	562	$ 93.23	$ (394.38)	$ -	$ 1,070.16	$ 7,721.62
85	207115302110	6960	CRAIG AVE E	$ 6,558.24	$ -	$ -	351	$ 58.23	$ (272.98)	$ -	$ 882.00	$ 7,498.46
86	207115302120	6950	CRAIG AVE E	$ 6,558.24	$ -	$ -	7578	$ 1,257.16	$ (272.96)	$ -	$ 882.00	$ 8,697.40
87	207115303010	3842	69TH ST E	$ 6,558.24	$ -	$ -	9736	$ 1,615.16	$ (263.07)	$ -	$ 799.68	$ 8,973.08
88	207115303020	6921	CRAIG AVE E	$ 6,558.24	$ -	$ -	10076	$ 1,671.57	$ (272.25)	$ -	$ 882.00	$ 9,111.80
89	207115303030	6931	CRAIG AVE	$ 6,558.24	$ -	$ -	10108	$ 1,676.88	$ (273.12)	$ -	$ 882.00	$ 9,117.12
90	207115303040	6941	CRAIG AVE E	$ 6,558.24	$ -	$ -	10141	$ 1,682.35	$ (274.01)	$ -	$ 882.00	$ 9,122.58
91	201325101061	6800	CRAIG CT	$ 6,558.24	$ -	$ -	13917	$ 2,308.77	$ (377.85)	$ -	$ -	$ 8,867.00
92	201325101062	6802	CRAIG AVE	$ 6,558.24	$ -	$ -	10642	$ 1,765.46	$ (289.49)	$ -	$ -	$ 8,323.70
93	207115302140	6930	CRAIG AVE E	$ 6,558.24	$ -	$ -	10102	$ 1,675.88	$ (272.96)	$ -	$ 882.00	$ 9,116.12

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED PER POLICY ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
94	207115302150	6920	CRAIG AVE E	$ 6,558.24	$ -	$ -	10069	$ 1,670.41	$ (272.04)	$ (377.00)	$ 882.00	$ 8,733.64
95	207115302160	3882	69TH ST E	$ 6,558.24	$ -	$ -	9766	$ 1,620.14	$ (263.88)	$ (377.00)	$ 799.68	$ 8,601.06
96	207115303050	6951	CRAIG AVE E	$ 6,558.24	$ -	$ -	10107	$ 1,676.71	$ (273.09)	$ -	$ 882.00	$ 9,116.94
97	207115303060	6961	CRAIG AVE E	$ 6,558.24	$ -	$ -	8734	$ 1,448.93	$ (273.06)	$ (377.00)	$ 882.00	$ 8,512.16
98	207115303080	6971	CRAIG AVE E	$ 6,558.24	$ -	$ -	299	$ 49.60	$ (394.87)	$ -	$ 1,093.68	$ 7,701.52
99	201130001010	6802	DAWN AVE E	$ 6,558.24	$ -	$ -	14480	$ 2,402.17	$ (102.81)	$ -	$ -	$ 8,960.40
100	200020051030	4161	69TH ST E	$ 6,558.24	$ -	$ 1,197.50	6955	$ 1,153.81	$ -	$ -	$ 710.89	$ 9,620.44
101	207116101010	6920	DELANEY AVE E	$ 6,558.24	$ -	$ -	10345	$ 1,716.19	$ -	$ -	$ -	$ 8,274.42
102	207116101020	6944	DELANEY AVE E	$ 6,558.24	$ -	$ -	2758	$ 457.54	$ -	$ (377.00)	$ -	$ 6,638.78
103	207116101070	6998	DELANEY AVE E	$ 6,558.24	$ -	$ -	1275	$ 211.52	$ (214.00)	$ -	$ -	$ 6,769.76
104	207116102010	6919	DELANEY AVE E	$ 6,558.24	$ -	$ -	11183	$ 1,855.21	$ -	$ -	$ -	$ 8,413.44
105	207116102020	4046	69TH ST E	$ 6,558.24	$ -	$ -	9940	$ 1,649.00	$ -	$ -	$ -	$ 8,207.24
106	207116102030	4036	69TH ST E	$ 6,558.24	$ -	$ -	9940	$ 1,649.00	$ -	$ -	$ -	$ 8,207.24
107	207116102080	4035	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (95.33)	$ (377.00)	$ 940.80	$ 8,780.82
108	207116102090	4045	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (92.49)	$ (377.00)	$ 940.80	$ 8,780.82
109	207116102100	4065	UPPER 69TH ST	$ 6,558.24	$ -	$ -	11249	$ 1,866.16	$ (73.52)	$ -	$ 971.96	$ 9,396.36
110	203655005290	3995	66TH ST E	$ -	$ -	$ -	41	$ 6.80	$ -	$ -	$ -	$ 6.80
111	207116101030	6956	DELANEY AVE E	$ 6,558.24	$ -	$ -	610	$ 101.20	$ -	$ (377.00)	$ -	$ 6,282.44
112	207116101040	6968	DELANEY AVE E	$ 6,558.24	$ -	$ -	758	$ 125.75	$ (66.50)	$ -	$ -	$ 6,683.98
113	207116101050	6976	DELANEY AVE E	$ 6,558.24	$ -	$ -	781	$ 129.56	$ (110.73)	$ (377.00)	$ -	$ 6,310.80
114	207116101060	6978	DELANEY AVE E	$ 6,558.24	$ -	$ -	1397	$ 231.76	$ (108.62)	$ -	$ -	$ 6,790.00
115	207116102040	4028	69TH ST E	$ 6,558.24	$ -	$ -	9940	$ 1,649.00	$ (96.33)	$ -	$ -	$ 8,207.24
116	207116102050	6924	DAWN AVE E	$ 6,558.24	$ -	$ -	11183	$ 1,855.21	$ (302.16)	$ -	$ -	$ 8,413.44
117	207116102060	6948	DAWN AVE E	$ 6,558.24	$ -	$ -	11249	$ 1,866.16	$ (303.95)	$ -	$ 1,058.40	$ 9,482.80
118	207116102070	4027	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (158.12)	$ -	$ 940.80	$ 9,157.82
119	207116103020	4046	UPPER 69TH ST E	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (270.17)	$ -	$ 940.80	$ 9,157.82
120	207116103030	4036	UPPER 69TH ST	$ 6,558.24	$ -	$ -	9999	$ 1,658.79	$ (270.17)	$ -	$ 940.80	$ 9,157.82
121	207116103040	4028	UPPER 69TH ST	$ 6,558.24	$ -	$ -	5945	$ 986.25	$ (270.17)	$ (377.00)	$ 940.80	$ 8,108.28
122	207116103050	6968	DAWN AVE E	$ 6,558.24	$ -	$ -	11234	$ 1,863.67	$ (303.95)	$ -	$ 1,058.40	$ 9,480.30
123	207116103060	6990	DAWN AVE E	$ 6,558.24	$ -	$ -	6104	$ 1,012.63	$ (1,360.40)	$ -	$ 1,058.40	$ 8,629.26
124	207116103080	4035	70TH ST E	$ -	$ -	$ -	3993	$ 662.42	$ (5,147.88)	$ -	$ -	$ 662.42
125	207116103090	4045	70TH ST E	$ -	$ -	$ -	7078	$ 1,174.21	$ (5,167.81)	$ -	$ -	$ 1,174.20
126	207116103100	6997	DELANEY AVE E	$ 6,558.24	$ -	$ -	10929	$ 1,813.08	$ (1,411.03)	$ -	$ -	$ 8,371.32
127	203550001110	6925	DELAROSA CT	$ -	$ -	$ -	788	$ 130.73	$ -	$ -	$ -	$ 130.72
128	207115002080	4018	74TH ST E	$ -	$ -	$ -	5221	$ 866.14	$ (4,209.82)	$ -	$ -	$ 866.14
129	207115002090	7430	DAWN AVE E	$ -	$ -	$ -	1936	$ 321.17	$ (4,879.17)	$ -	$ -	$ 321.16
130	207115002140	4049	75TH ST E	$ -	$ -	$ -	5891	$ 977.29	$ (4,000.00)	$ -	$ -	$ 977.28
131	207115002150	4059	75TH ST E	$ -	$ -	$ -	6066	$ 1,006.32	$ (4,000.00)	$ -	$ -	$ 1,006.32
132	207115002160	4069	75TH ST E	$ -	$ -	$ -	6241	$ 1,035.36	$ (4,000.00)	$ -	$ -	$ 1,035.36
133	207115002170	4079	75TH ST E	$ -	$ -	$ -	6416	$ 1,064.39	$ (4,000.00)	$ -	$ -	$ 1,064.38
134	207115002180	7481	CONCORD BLVD E	$ 6,558.24	$ -	$ -	7389	$ 1,225.80	$ (390.94)	$ -	$ -	$ 7,784.04
135	207115002010	7453	CONCORD BLVD E	$ 6,558.24	$ -	$ -	8990	$ 1,491.40	$ (4,378.85)	$ -	$ -	$ 8,049.64
136	207115002020	4078	74TH ST E	$ -	$ -	$ -	6617	$ 1,097.73	$ (4,402.90)	$ -	$ -	$ 1,097.72
137	207115002030	4068	74TH ST E	$ -	$ -	$ -	6318	$ 1,048.13	$ (4,435.24)	$ -	$ -	$ 1,048.12
138	207115002040	4058	74TH ST E	$ -	$ -	$ -	6086	$ 1,009.64	$ (4,458.80)	$ -	$ -	$ 1,009.64
139	207115002050	4048	74TH ST E	$ -	$ -	$ -	5912	$ 980.78	$ (4,482.39)	$ -	$ -	$ 980.78

CITY PROJECT NO. 2011-09D - URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6
FINAL ASSESSMENT ROLL (SORTED BY MAP NUMBER)

MAP NO.	PIN	HOUSE NO.	STREET	RECON FF STREET ASSESS	PART RECON FF STREET ASSESS	MILL AND OVERLAY FF STREET ASSESS	STORM AREA	STORM ASSESSMENT	TOTAL PREVIOUS ASSESSMENT	DRIVEWAY RESTORATION CREDIT	CURB ASSESSMENT	PROPOSED PER POLICY ASSESS WITH CURB ASSESS INCL. DRIVEWAY CREDITS
140	207115002100	7476	DAWN AVE E	$ -	$ -	$ -	2208	$ 366.30	$ (4,645.60)	$ -	$ -	$ 366.30
141	207115002110	4019	75TH ST E	$ -	$ -	$ -	5367	$ 890.36	$ (4,000.00)	$ -	$ -	$ 890.36
142	207115002120	4031	75TH ST E	$ -	$ -	$ -	5542	$ 919.39	$ (4,000.00)	$ -	$ -	$ 919.38
143	207115002130	4039	75TH ST E	$ -	$ -	$ -	5717	$ 948.43	$ (4,000.00)	$ -	$ -	$ 948.42
144	207115002060	4038	74TH ST E	$ -	$ -	$ -	5682	$ 942.62	$ (4,506.16)	$ -	$ -	$ 942.62
145	207115002070	4030	74TH ST E	$ -	$ -	$ -	5451	$ 904.30	$ (4,529.95)	$ -	$ -	$ 904.30
146	361113000035			$ -	$ -	$ -	122533	$ 20,327.72	$ -	$ -	$ -	$ 20,327.72
147	361113000034			$ -	$ -	$ -	107924	$ 17,904.14	$ -	$ -	$ -	$ 17,904.14
148	200020050080	4100	66TH ST E	$ -	$ -	$ -	23390	$ 3,880.30	$ -	$ -	$ -	$ 3,880.30
149	200020051010	4130	68TH ST E	$ 177,072.48	$ -	$ -	301762	$ 50,061.06	$ -	$ -	$ 5,644.80	$ 232,778.34
150	203655006171	6555	DAWN WAY E	$ -	$ -	$ -	361	$ 59.89	$ -	$ -	$ -	$ 59.88
151	203655006191	6565	DAWN WAY E	$ -	$ -	$ -	2376	$ 394.17	$ -	$ -	$ -	$ 394.16
152	203655006231	6575	DAWN WAY E	$ -	$ -	$ -	1578	$ 261.78	$ -	$ -	$ -	$ 261.78
153	203655006271	6585	DAWN WAY E	$ -	$ -	$ -	1602	$ 265.77	$ -	$ -	$ -	$ 265.76
154	203655006291	3915	66TH ST	$ -	$ -	$ -	5336	$ 885.22	$ -	$ -	$ -	$ 885.22
155	203655005161	6554	DAWN WAY E	$ -	$ -	$ -	140	$ 23.23	$ -	$ -	$ -	$ 23.22
156	203655005180			$ -	$ -	$ -	2204	$ 365.63	$ -	$ -	$ -	$ 365.62
157	203655005200	6574	DAWN WAY E	$ -	$ -	$ -	2670	$ 442.94	$ -	$ -	$ -	$ 442.94
158	203655005220			$ -	$ -	$ -	3038	$ 503.99	$ -	$ -	$ -	$ 503.98
159	203655005240	6582	DAWN WAY E	$ -	$ -	$ -	3059	$ 507.48	$ -	$ -	$ -	$ 507.48
160	203655005260			$ -	$ -	$ -	3347	$ 555.25	$ -	$ -	$ -	$ 555.24
161	203655005280			$ -	$ -	$ -	4649	$ 771.25	$ -	$ -	$ -	$ 771.24
162	203655005300	6594	DAWN WAY E	$ -	$ -	$ -	5600	$ 929.02	$ -	$ -	$ -	$ 929.02
163	201325002020	3926	66TH ST E	$ -	$ -	$ -	1072	$ 177.84	$ -	$ -	$ -	$ 177.84
164	201325002010	3940	66TH ST E	$ -	$ -	$ -	6294	$ 1,044.15	$ -	$ -	$ -	$ 1,044.14
165	201325002190	3945	67TH ST E	$ -	$ -	$ -	2395	$ 397.32	$ -	$ -	$ -	$ 397.32
166	201325003010	6624	DAWN WAY E	$ 6,558.24	$ -	$ -	6768	$ 1,122.78	$ -	$ -	$ -	$ 7,681.02
167	201130001050	6672	DAWN WAY E	$ 6,558.24	$ -	$ -	557	$ 92.40	$ -	$ -	$ -	$ 6,650.64
168	201325001280	3950	67TH ST E	$ -	$ -	$ -	5517	$ 915.25	$ (156.88)	$ -	$ -	$ 915.24
169	201130001040	6724	DAWN WAY E	$ 6,558.24	$ -	$ -	6488	$ 1,076.33	$ (75.30)	$ -	$ -	$ 7,634.56
170	201130001030	6750	DAWN WAY E	$ 6,558.24	$ -	$ -	1125	$ 186.63	$ (138.45)	$ -	$ -	$ 6,744.86
171	201325001290	6745	DAWN WAY E	$ 6,558.24	$ -	$ -	11155	$ 1,850.57	$ (324.48)	$ -	$ -	$ 8,408.80
172	201325001300	6771	DAWN WAY E	$ 6,558.24	$ -	$ -	12252	$ 2,032.56	$ (331.05)	$ (377.00)	$ -	$ 8,213.80
173	201130001021	6772	DAWN WAY E	$ 6,558.24	$ -	$ -	3541	$ 587.44	$ (68.63)	$ -	$ -	$ 7,145.68
174	201130001022	6774	DAWN WAY E	$ 6,558.24	$ -	$ -	4263	$ 707.21	$ (65.01)	$ -	$ -	$ 7,265.44
175	203550001010	6926	DELAROSA CT	$ -	$ -	$ -	0	$ -	$ -	$ -	$ -	$ -
176				$ -	$ -	$ -	0	$ -	$ -	$ -	$ -	$ -
			TOTALS:	**$ 974,877.02**	**$ 43,364.72**	**$ 35,202.50**	**1956955.00**	**$ 324,650.66**	**$ (131,055.55)**	**$ (4,901.00)**	**$ 55,479.79**	**$ 1,428,672.90**

Received 12:00
5/22/12
TJK

InverCity Printing, Inc.
7365 Concord Blvd.
Inver Grove Heights, MN 55076

City of Inver Grove Heights
Mayor George Tourville
Council Members
8150 Barbara Ave.
Inver Grove Heights, Mn. 55077

Dear Mayor Tourville and Council,

We are writing regarding the proposed assessment for project #2011-09D, partial reconstruction, overlay and spot curb replacement for the parcel #2084300-010. The proposal is based on the square footage of the property including all setbacks. This is a service road that is used by more than just the neighborhood.

Reconstruction was caused by the heavy loaders using this road to get to their storage area in the park. Without this traffic a mill and overlay would have been adequate. We did contact the city on this issue. I watched new curb installed by the County only to be torn out and replaced by the city contractor. We assume you were reimbursed by the County for this damage and you are passing it on to us. Only a small portion of the cost on the east side of the road is paid for by the city or the general public.

I was talking with two technicians, Pete and Nick, when they were marking off the street and we discussed my driveway. I asked to widen the driveway; they were agreeable but in the end Heather would not allow it!. A wider driveway would have allowed the incoming trucks a better area to back in and anyone leaving our building a safer exit as the traffic from the north moves at a very fast pace and the visibility is not good. I am paying for these improvements yet I could not widen my driveway.

With the economic conditions what they are there is NO Way that I can justify this cost. It is a burden to our property and there is no value gained to our property. Business owners are paying the majority of the cost. The benefit to our property does not justify the proposed cost. This proposal is too high and we ask you to re evaluate it and lower the cost. We are asking you to extend this assessment over 15 years.

Sincerely,

Jim Mueller

Sharon Mueller

Jim & Sharon Mueller

MR.KALDUNSKI

I AM THE OWNER OF THE PROPERTY AT 7391 CONCORD BLVD AND 7375 CONCORD BLVD. I RECEIVE THE PROPOSED ASSEMENTS AND THINK THEY ARE HIGH. FOR ONE THING WHEN THE COUNTY DID CONCORD STREET THEY DROVE ALL OF THERE HEAVY EQUIPMENT AND DESTROYED THE ROAD. AND WHEN IT WAS FINISHED AND THE CITY RE DID THE ROAD I WATCHED AS THEY TORE UP THE NEW CURBS THAT WERE JUST PUT IN. I HAD LOST ABOUT 1/3 OF MY BUSNESS FOR 3 YEAR ON THE CONCORD PROJECT AND THE SAME WHEN THE CITY PROJECT OCCURED THEY GAVE ME A DRIVE WAY AFTER I CALLED AND COMPLAINED. I DO NOT MIND PAYING MY SHARE BUT THIS IS A LITTLE MUCH.

THOMAS P ZASPEL

MAY 10 2012

RECEIVED
MAY 16 2012

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

ENGLESON – Case No. 12-09V

Meeting Date: May 29, 2012
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to install a pool and perimeter walk **20** feet from the front property line whereas 30 feet is required for the property located at 6239 Boyer Path.

- Requires a 3/5th's vote.
- 60-day deadline: June 1, 2012 (first 60-days)

SUMMARY

This request was tabled at the May 14, 2012 City Council meeting for the applicant to meet with staff and reevaluate their request.

The applicant's have reduced the size of their pool and the perimeter walk around the pool and are now requesting a 10 foot variance instead of the 18 foot variance originally presented. The pool and perimeter walk would be located 20 feet from the front property line whereas 30 feet is required. The applicant's property is a corner lot; corner lots have more restrictive setbacks than an interior lot because, by definition, they have two front yards. The pool would be screened with a six foot privacy fence from Bolland Trail and Boyer Path.

Attachments:
- Approval Resolution
- Denial Resolution
- Revised Applicant Narrative
- Revised Site Plan
- Original Planning Packet
- Letters from neighbors in support of the request

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO CONSTRUCT A POOL AND PERIMETER WALK 20 FEET FROM THE CORNER FRONT YARD PROPERTY LINE WHEREAS 30 FEET IS THE REQUIRED SETBACK

CASE NO. 12-9V
(Engleson)

Property located at 6239 Boyer Path and legally described as follows:

Lot 4, Block 3, Woodhaven Ponds, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to construct a pool and perimeter walk 20 feet from the corner front property line whereas 30 feet is required;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on May 1, 2012 in accordance with City Code 10-3-3: C.;

WHEREAS, the requested variance is in harmony with the general purposes and intent of the city ordinance and consistent with the comprehensive plan. The proposed pool location will not alter the essential character of the locality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct a pool 20 feet from the front property line is hereby approved with the following condition:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department dated May 23, 2012.

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 29th day of May, 2012.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW A POOL TWENTY FEET FROM THE FRONT PROPERY LINE

CASE NO. 12-09V
(Engleson)

Property located at 6239 Boyer Path and legally described as follows:

Lot 4, Block 3, Woodhaven Ponds, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow a pool to be located 20 feet from the corner front property line whereas 30 feet is the required setback;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on May 1, 2012 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

a. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. There is room on the property to construct a pool meeting setback requirements.

b. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance.

c. Approval of the variance could set a precedent for pool setbacks on corner lots.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 20 foot setback from the front property line for a pool addition is hereby denied.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights on this 29th day of May, 2012.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

May 21, 2012

City of Inver Grove Heights
City Planning Commission/ City Council
8150 Barbara Ave
Inver Grove Heights, MN 55076

City of Inver Grove Heights:

Thank you for considering our request of variance to install a pool on our property at 6239 Boyer Path in the Woodhaven Ponds Development, where we have a corner lot.

Our request for variance is for the placement of a pool and associated surround to be placed in the southwest corner of our property, 20' from the south property line, where 30' required. This proposed location requires a 10' variance request.

Since we first applied for our variance, we have made the following adjustments to our proposed plan, including:

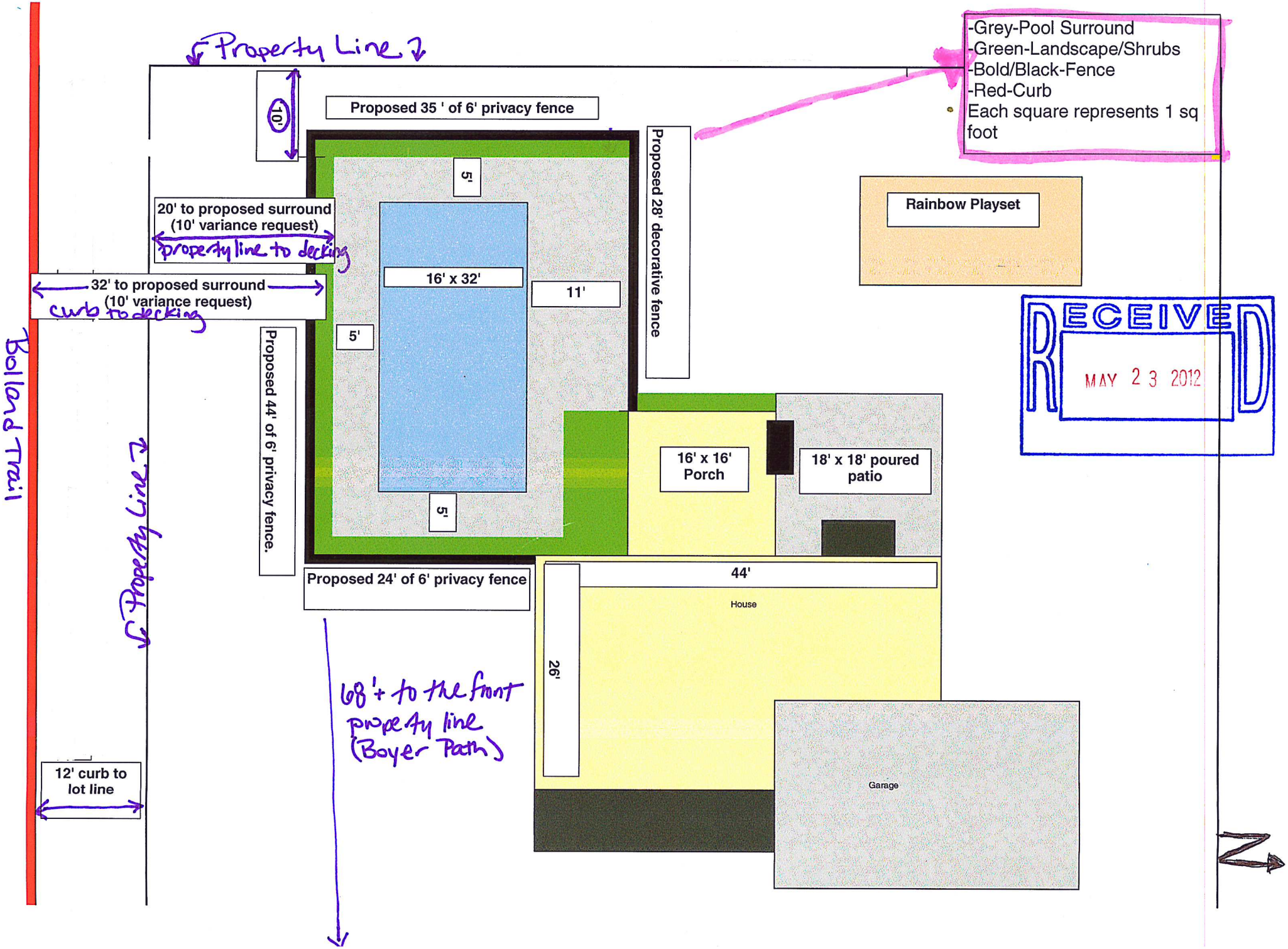
1) Eliminating the need for a variance request on the west side of the property.
2) Reducing the variance request from the south property line from 18' to 10'.
3) Reducing size of our pool from 18' x 34' to 16' x 32'.
4) Reducing the size of our north surround/perimeter from 15' to 11'.
5) Transplanting a 20' mature pine.

Please review the attached revised site plan identifying proposed location of the pool and associated surround.

We look forward to discussing our request at the May 29th City Council Meeting.

Sincerely,

Paul and Julie Engleson
6239 Boyer Path
Inver Grove Heights, MN 55076
651-457-4895



RECEIVED
MAY 23 2012

AGENDA ITEM 7A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

ENGLESON – Case No. 12-09V

Meeting Date: May 14, 2012
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to install a pool and perimeter walk 12 from the front property line whereas 30 feet is required for property located at 6239 Boyer Path.

- Requires a 3/5th's vote.
- 60-day deadline: June 1, 2012 (first 60-days)

SUMMARY

The applicant's are requesting an 18 foot variance to construct a pool and perimeter walk 12 feet from the front property line whereas 30 feet is required. The applicant's property is a corner lot; corner lots have more restrictive setbacks than an interior lot because, by definition, they have two front yards. Originally the applicants were also requesting a seven foot setback from the rear property line whereas 10 feet is the required setback. The applicant's adjusted the perimeter walk around the pool to comply with the rear yard setback therefore only asking for one variance. The pool would be screened with a privacy fence along Bolland Trail and the property would be incompliance with impervious surface requirements. The proposed location of the pool would not require any removal of trees on the property.

Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

There is room on the property to construct the pool while still meeting setbacks and the setback standards do not preclude the homeowner from reasonable use of the property. Additionally, approving the pool 12 feet from the corner front property line could set a precedent for other pools on corner lots and have an effect on the neighborhood aesthetics.

Planning Staff: Staff believes the 18' variance request is a significant request and the applicant has not identified practical difficulties to comply with the ordinance as the pool could be constructed on the property meeting setback requirements. Based on the information provided staff recommends denial of setback variance with the findings listed in the attached resolution.

Planning Commission: At the May 1, 2012 public hearing, the Planning Commission also recommended denial of the request (8-0).

Attachments: Resolution
Planning Commission Recommendation
Planning Staff Report
Letters from neighbors in support of the request

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 1, 2012

SUBJECT: **PAUL AND JULIE ENGLESON – CASE NO. 12-09V**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a variance to install a pool and perimeter walk 12 feet from the corner front property line whereas 30 feet is required, for the property located at 6239 Boyer Path. 6 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting an 18 foot variance to construct a pool and perimeter walk 12 feet from the front property line whereas 30 feet is required. The applicant's property is a corner lot, which by definition has two front yards. The size of the applicant's lot exceeds the minimum standards for a corner lot which are larger than interior lots to provide more lot area to address the two front yards issue. There is room on the property to construct the pool while still meeting setbacks and the setback standards do not preclude the homeowner from reasonable use of the property. Additionally, approving the pool 12 feet from the corner front property line could set a precedent for other pools on corner lots and have an effect on the neighborhood aesthetics. Staff recommends denial of the request due to the reasons listed above. Ms. Botten noted that letters were received from three neighbors in support of the variance request.

Commissioner Simon asked if there were any impervious surface issues.

Ms. Botten replied there were not.

Chair Bartholomew asked what the setback would have been had this been an interior lot.

Ms. Botten replied 10 feet side and rear.

Chair Bartholomew asked if the measurement would be taken from the pool or the decking.

Ms. Botten replied from the pool decking.

Opening of Public Hearing
The applicant, Julie Engleson, 6239 Boyer Path, submitted a letter of support from the neighbor behind them. She stated that if they configured their pool differently they would lose other space in their yard. Ms. Engleson advised that the neighbors to the north would prefer that the pool be built in the requested location as it would minimize the impact of the pool and any associated noise.

Planning Commission Discussion
Chair Bartholomew stated it would be difficult for him to support the variance request because of the reasons stated by staff.

Commissioner Lissarrague stated he did not support the request as there were alternate locations for the pool that would comply with setback requirements.

Commissioner Wippermann stated he supported staff's recommendation for denial for the reasons stated by Ms. Botten.

Commissioner Elsmore asked what the setback would be from the north property line.

Ms. Botten replied 10 feet.

Planning Commission Recommendation
Motion by Commissioner Elsmore, second by Commissioner Simon, to deny the request for a variance to install a pool and a perimeter walk 12 feet from the corner front property line whereas 30 feet is required, for the property located at 6239 Boyer Path, based on the lack of practical difficulties, the potential for setting a precedent, and the fact that denial of the request does not preclude the applicant from reasonable use of the property. .

Motion carried (8/0). This item goes to the City Council on May 14, 2012.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: April 26, 2012 **CASE NO.:** 12-09V

HEARING DATE: May 1, 2012

APPLICANT AND PROPERTY OWNER: Paul and Julie Engleson

REQUEST: A variance from the front yard setback requirements

LOCATION: 6239 Boyer Path

COMP PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family Residential

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting an 18 foot variance to construct a pool and perimeter walk/deck 12 feet from the corner front property line whereas 30 feet is required. The applicant's property is a corner lot and by definition has two front yards. Originally the applicants were also requesting a seven foot setback from the rear property line whereas 10 feet is the required setback. The applicant's adjusted the perimeter walk around the pool to comply with the rear yard setback therefore only asking for one variance.

SPECIFIC REQUEST

The following specific application is being requested:

A.) A **Variance** to construct a pool 12 feet from the corner front property line whereas 30 feet is the required setback.

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

North, West, East, and South - Single-family; zoned R-1C; guided LDR, Low Density Residential

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances,

City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The two general reasons for not allowing pools in the front yard setback area are to enhance neighborhood aesthetics and maintain a measure of privacy for swimmers. If pools cannot easily be seen from the street, this not only makes the pool more private, but it also preserves the residential streetscape. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as residential.

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

The property is a corner lot. Corner lots have more restrictive setbacks than an interior lot because, by definition, they have two front yards. The size of the applicant's lot exceeds the minimum standards for a corner lot which are larger than interior lots to provide more lot area to address the two front yards issue. In this case, the location of the pool would be 12 feet from the property line whereas 30 feet is required and there is room on the property to construct the building that would meet setbacks. The setback standards are not precluding the homeowner from reasonable use of the property

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

The property is 14,103 square feet in size. The property is flat and a pool could be constructed on the property meeting setback requirements. This variance may be considered a convenience to the applicant, not a practical difficulty.

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

Although the pool would be screened with a fence from the street right-of-way approving the pool 12 feet from the corner front property line could set a precedent for other pools on corner lots and have an effect on the neighborhood aesthetics.

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 with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for setbacks on corner lots.
3. Staff does not believe there are practical difficulties in complying with the official control as there is room on the property to construct the pool meeting setback requirements.

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; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

Staff believes the 18′ variance request is a significant request and the applicant did not identify practical difficulties to comply with the ordinance as the pool could be constructed on the property meeting setback requirements. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments:
Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan
Exhibit D – Building Plans
Exhibit E- Letters from Neighbors

6239 Boyer Path
Case No. 12-09V

N

Exhibit A
Zoning Map

April 18, 2012

City of Inver Grove Heights
City Planning Commission/City Council
8150 Barbara Avenue / Inver Grove Heights, MN 55077

City of Inver Grove Heights:

Thank you for considering our request of development variance at our property at 6239 Boyer Path in the Woodhaven Ponds Development, where we have a corner lot.

Our request for variance is for the placement of a semi-above ground pool (figure 1) to be placed in the southwest corner of our property. Our request is to have the surrounding deck, and fence of the pool to be placed 12 ft from our south property line (our side yard), the pool itself would be located 17 ft from the property line. The proposed placement of the footprint can be seen in figure 2. It is our understanding the defined location for a placement of a pool and associated structure is at 30 feet from this property line.

Please review our reasons why we believe you should approve our variance request.

1) The proposed pool and surrounding deck location (footprint) allows for designed use and utility of our existing 17' x 17' sq/ft 4 season porch, 18' x 18' sq/ft poured concrete patio, Rainbow Systems Swing Set and surrounding yard on the west side of the house (figure 3)
2) The proposed footprint ensures no changes need to be made to 5 thirty foot trees located on the south and west side of our property (figure 4).
3) The proposed footprint has been presented to and has received support from our neighbors based on its practical design and placement (figures 5-7).

When we purchased our home, we intentionally selected a corner lot to take advantage of associated benefits of a bigger yard. As our family and needs have grown, we are attempting to maximize the utility of the lot we purchased while being respectful of those in our neighborhood and in the spirit of the Inver Grove Heights community.

We thank you for your consideration and we look forward to discussing our request in greater detail at the May 14th City Council Meeting.

Sincerely,

Paul and Julie Engleson
6239 Boyer Path
Inver Grove Heights, MN 55076
651-457-4895

B

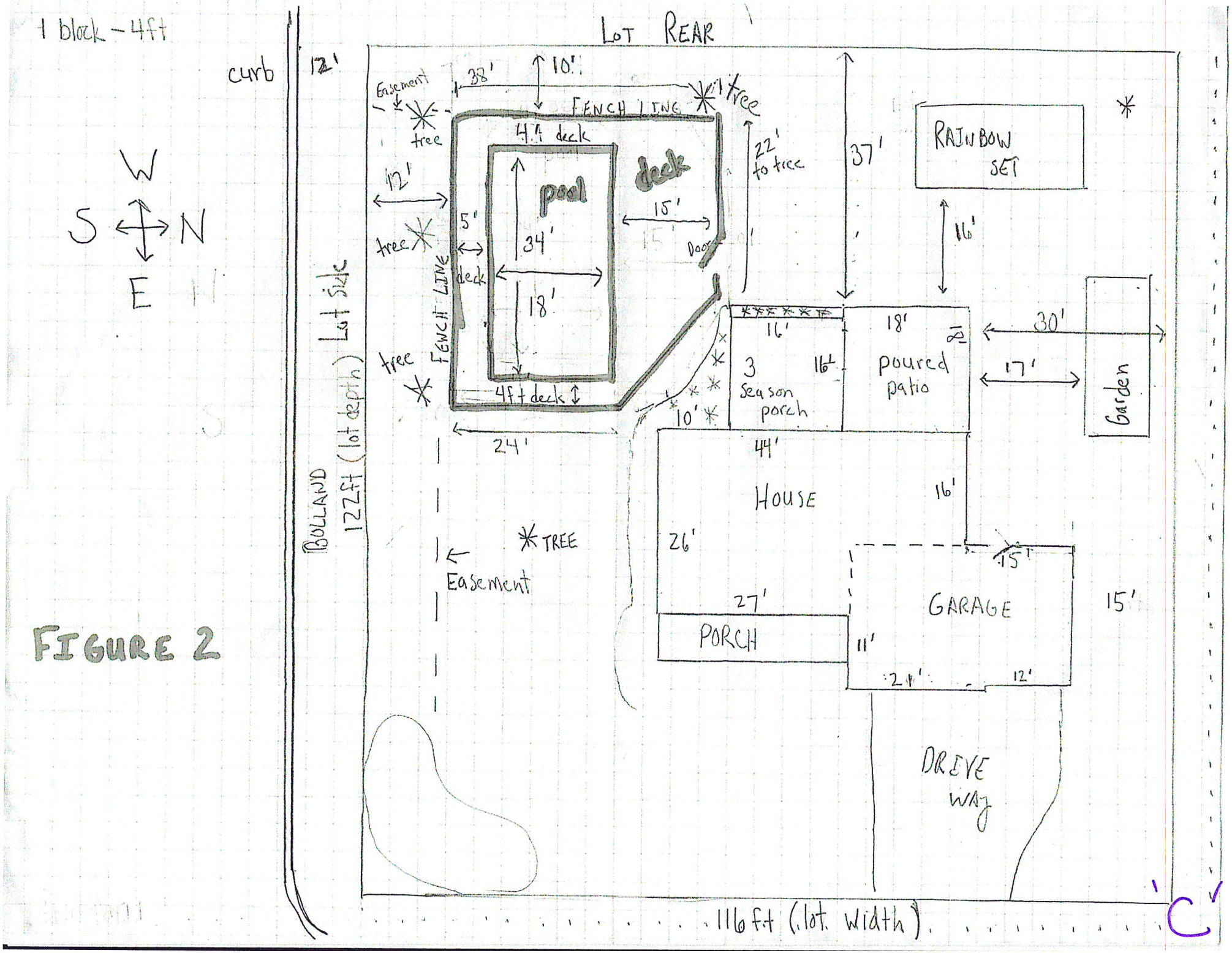
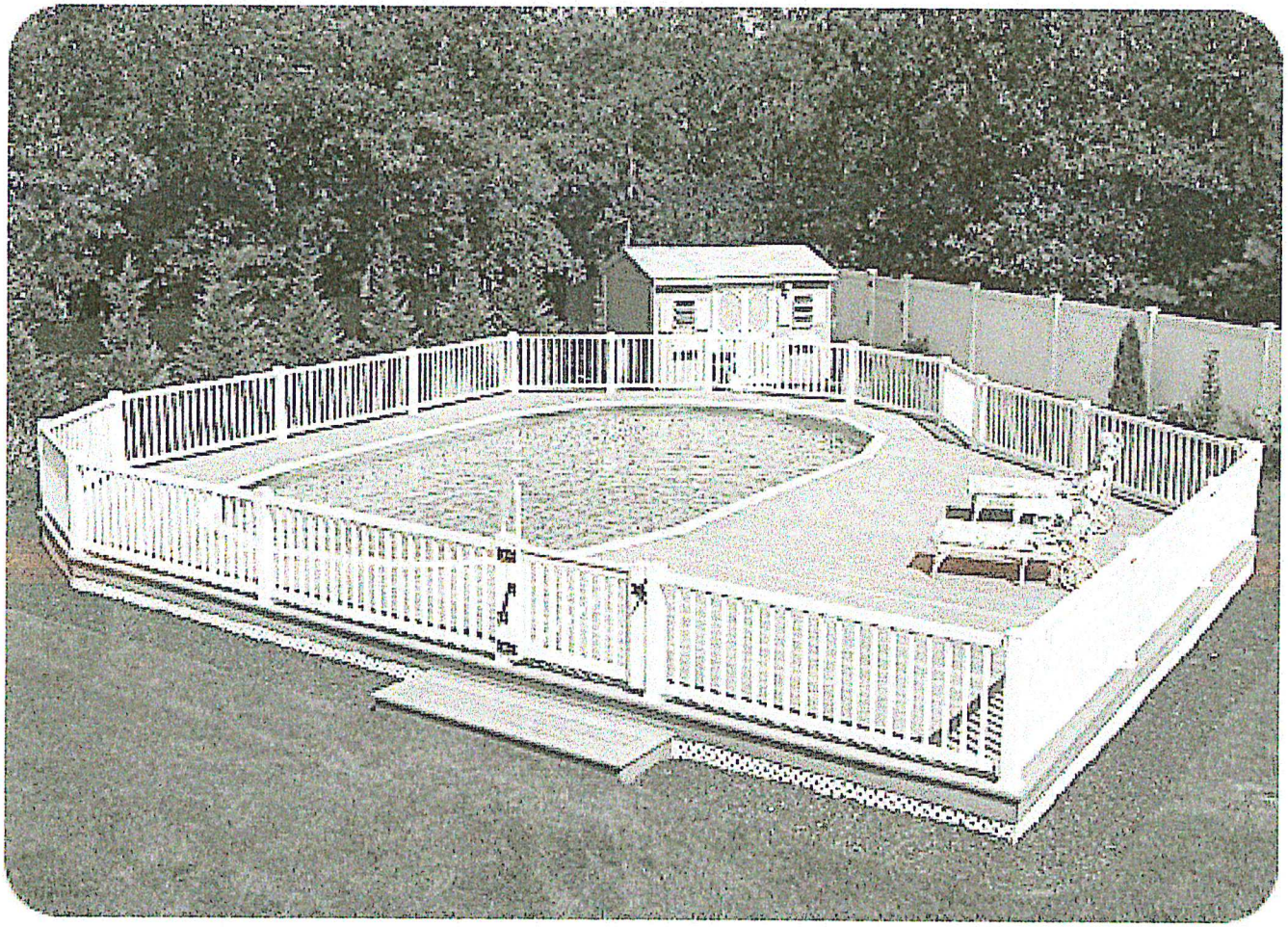

1 block - 4ft
curb
W
S
N
E
LOT REAR
12'
Easement
tree
38'
10'
FENCE LINE
tree
4ft deck
pool
deck
22' to tree
37'
RAINBOW SET
12'
5'
34'
15'
16'
tree
deck
18'
Door
FENCE LINE
Lot Side
BULLAND
122ft (lot depth)
16'
18'
30'
3 Season porch
16'
poured patio
17'
Garden
tree
4ft deck
10'
24'
44'
HOUSE
16'
26'
TREE
Easement
15'
27'
GARAGE
15'
PORCH
11'
24'
12'
DRIVE WAY
116 ft (lot width)

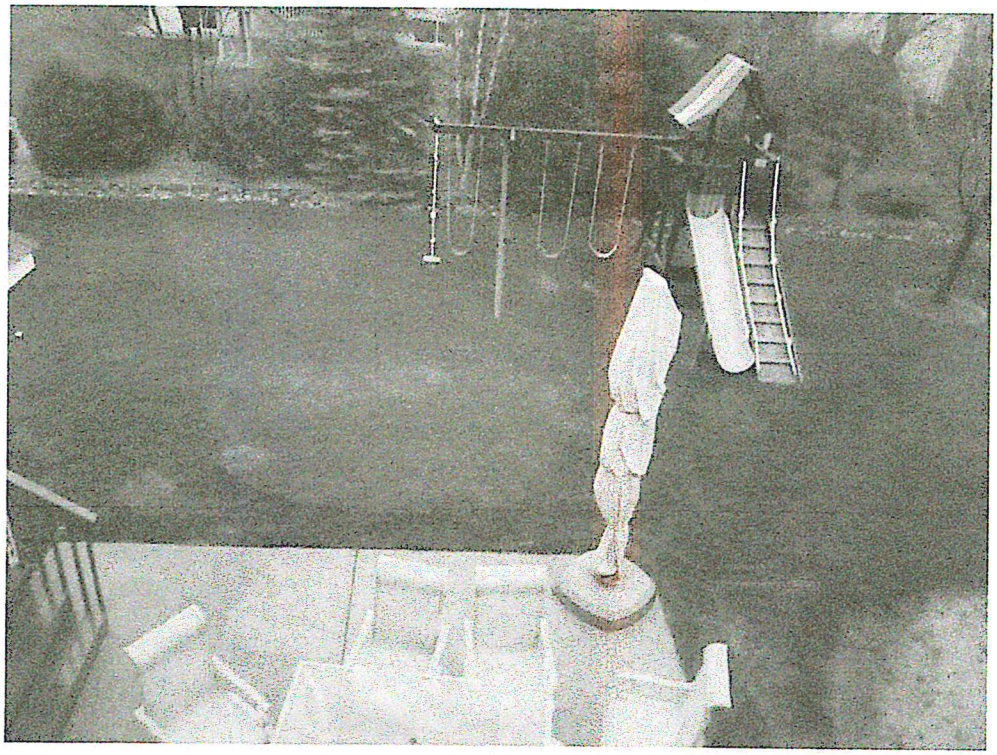
FIGURE 2



GURE 1

D

#3



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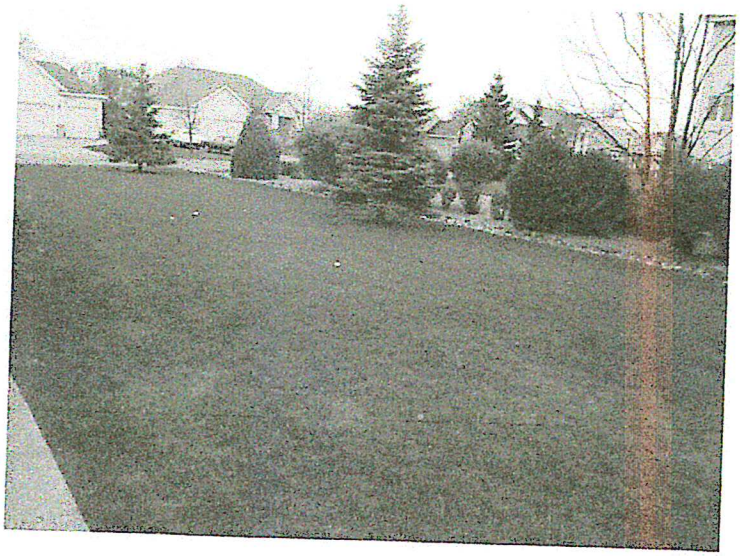

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#5

April 12, 2012

To whom it may concern,

Our neighbors, Julie and Paul Engleson have asked discussed with us their intentions for a pool in their backyard.

We are fully in favor of it as we know they have a perfect yard for a pool and their kids would love it. We do not think there would be any noise or aesthetic issues as they are always thinking of their neighbors too.

If you have additional questions, please let us know.

Sincerely,

Michelle Hunt Matthew S Hunt

Michelle & Matt Hunt
6265 Bolland Trail
IGH
651 455-5520
huntm@comcast.net

E

#6

To the City of Inver Grove Heights,

We have lived at 6261 Bolland Trail for over 10 years and have known the Englesons throughout the duration of that time. They have always taken immaculate care of their lawn/ landscaping and exterior. We are aware of their intentions to build a pool in their backyard and fully support their efforts and plans. We know a pool will not only bring their family joy but also it will be done in a very aesthetically pleasing design and respectful to the surrounding homes.

Thanks for your consideration,

Joe and Christy Barwick

E

LAWRENCE E. and NORENE MOSER
6233 Boyer Path
Inver Grove Heights, MN 55076-5505

#7

April 14, 2012

To Whom It May Concern:

We are in favor of granting a variance to allow a pool at 6239 Boyer Path to be located 15 feet from Bolland Trail rather than 30 feet.

It is our understanding that if the variance is not granted the next best location for the pool is 10 feet from our yard. This would put the pool and associated noise very close to our home. Granting the variance would keep the noise associated with a pool further from our family room, while not bringing it any closer to other homes on this side of Bolland Trail.

We urge you to grant the requested variance.

Lawrence E Moser

Norene Moser

E

To whom it may concern:

My name is Dave Lesch and I am a neighbor of Paul and Julie Engleson. My address is 6246 Boxman Path. They have shown me their plans to install a pool in their yard. I am writing this letter let you know that I like their plans and would support the variance to install the pool and perimeter walk. If you have any questions please feel free to contact me.

Thank you,

Dave Lesch

6246 Boxman Path

Inver Grove Hts. Mn, 55076

651-214-5101

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

MIDWEST MOTORS LLC – Case No. 12-11V

Meeting Date: May 29, 2012
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to relocate an existing sign that exceeds maximum height requirements for the property located at 1037 Highway 110.

- Requires a 3/5th's vote.
- 60-day deadline: June 16, 2012 (first 60-days)

SUMMARY

The applicant is requesting an eight foot variance to relocate a 42 foot high sign that exceeds maximum height requirements. City code states that the maximum sign height on a property shall not exceed the principle structure by more than 10 feet. The Toyota building is 24 feet in height, therefore allowing a 34 foot high sign. The applicant would like to move the sign about 400+ feet to the north, meeting spacing, size, and setback requirements. The existing sign location will be replaced with a new electronic message center sign. The new sign does not require any special permitting as the sign is replacing one that was previously approved by City Council. The sign being relocated loses its land use approval as it was approved for a specific location.

The requested variance is in harmony with the general purposes and intent of the city ordinance and consistent with the comprehensive plan. The proposed sign location will not alter the essential character of the locality. The property owner is proposing to utilize the property in a reasonable manner. Additionally, the site complies with the total square footage of signage allowed on the property and the proposed relocated sign would meet size, setback, and spacing guidelines

Planning Staff: Based on the information provided staff recommends approval of the Variance request with the one condition listed in the attached resolution.

Planning Commission: At the May 15, 2012 public hearing, the Planning Commission recommended approval of the request with the condition listed in the attached resolution (6-0).

Attachments: Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO RELOCATE A 42 FOOT HIGH SIGN THAT EXCEEDS MAXIMUM HEIGHT REQUIREMENTS

CASE NO. 12-11V
(Midwest Motors LLC)

Property located at 1037 Hwy 110 and legally described as follows:

S 274.8 FT OF W 350 FT OF LOT 5 & LOTS 6 & 7 EX PT FOR STREET SUBJ TO HWY ESMNT, Glenn Clarke Homestead, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to relocate a 42 foot high sign that exceeds a maximum height requirements;

WHEREAS, the afore described property is zoned B-3, General Business;

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 May 15, 2012 in accordance with City Code 10-3-3: C.;

WHEREAS, the requested variance is in harmony with the general purposes and intent of the city ordinance and consistent with the comprehensive plan. The proposed sign location will not alter the essential character of the locality. Additionally, the site complies with the total square footage of signage allowed on the property and the proposed relocated sign would meet size, setback, and spacing guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to relocate a sign that exceeds height requirements is hereby approved with the following condition:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

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 29th day of May, 2012.

_____
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: May 15, 2012

SUBJECT: **MIDWEST MOTORS LLC – CASE NO. 12-11V**

Reading of Notice
Commissioner Hark read the public hearing notice to consider the request for a variance to relocate a sign that exceeds maximum height requirements, for the property located at 1037 Highway 110. 3 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting an eight foot variance to relocate a 42 foot high sign that exceeds maximum height requirements. City Code states that the maximum sign height on a property should not exceed the principle structure by more than 10 feet. The Toyota building is 24 feet in height, therefore they would be allowed a 34 foot high sign. The applicant would like to move the existing sign about 400 feet to the north. The applicants have three proposed locations, all of which are agreeable with staff. The sign being moved loses its land use approval as it was approved for a specific location. The existing sign location will be replaced with a new electronic message center sign. Staff recommends approval of the request with the condition listed in Alternative A, with the practical difficulty and uniqueness as stated in the report. Staff received general inquiries from abutting property owners Mauer Chevrolet and Kremer Spring.

Commissioner Gooch asked for clarification of the proposed new and existing signs.

Ms. Botten replied that the existing sign is being requested to be moved to Location 1, 2 or 3 as shown in the report. A new 40 foot high electronic sign will be installed where the existing sign is currently located. The new sign does not need additional approvals as it is replacing a sign previously approved by City Council.

Chair Bartholomew noted that including the new sign there would be about 400 square feet of signage on the property which is well under the maximum 770 gross square feet allowed by the Zoning Code.

Commissioner Hark asked if staff was agreeable with all three proposed locations.

Ms. Botten replied in the affirmative.

Commissioner Hark asked if the Planning Commission would be agreeing on any of the three proposed locations should this be approved.

Ms. Botten replied in the affirmative, stating the Planning Commission also had the option of tying their approval into a specific location. She noted that the applicants prefer Location 1.

Opening of Public Hearing
The applicant, Jeff Stearns, Chanhassen, advised he was available to answer any questions.

Chair Bartholomew asked if the applicant was agreeable with the condition listed in the report.

Mr. Stearns replied in the affirmative.

Planning Commission Discussion
Chair Bartholomew advised he supported the request.

Planning Commission Recommendation
Motion by Commissioner Gooch, second by Commissioner Lissarrague, to approve the request for a variance to relocate a sign that exceeds maximum height requirements, for the property located at 1037 Highway 110, with the condition listed in the report.

Motion carried (6/0). This item goes to the City Council on May 29, 2012.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: May 10, 2012 **CASE NO:** 12-11V

HEARING DATE: May 15, 2012

APPLICANT/PROPERTY OWNER: Midwest Motors LLC

REQUEST: Variance to relocate a sign that exceed maximum height requirements

LOCATION: 1037 Hwy 110

COMPREHENSIVE PLAN: Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting an eight foot variance to relocate a 42 foot high sign that exceeds maximum height requirements. City code states that the maximum sign height on a property shall not exceed the principle structure by more than 10 feet. The height of the Toyota building is 24 feet. The applicant would like to move the sign about 400+ feet to the north, meeting spacing and setback requirements. The existing sign location will be replaced with a new electronic message center sign. The new sign is proposed at 40 feet in height and 100 square feet in size and does not require any special permitting as the sign is replacing one that was previously approved by City Council. The sign being moved loses its land use approval as it was approved for a specific location.

The sign to be moved is 42 feet tall and would be setback at minimum 10 feet from the property lines, meeting setback requirements. The Zoning Code allows up to 770 gross square feet of signage on the property. Including the new sign there would be about 400 square feet of signage on the property.

EVALUATION OF REQUEST:

Surrounding Uses: The subject property is surrounded by:

North	Car Dealership; zoned B-3; guided Regional Commercial
East	Kremer Springs; zoned I-1, Light Industrial; guided Regional Commercial
West	Car Dealership; zoned B-3; guided Regional Commercial
South	Right-of-way

Variance

As indicated earlier, the applicant is requesting a variance to relocate a sign that exceeds maximum height standards.

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

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

The purpose of the sign code is to regulate the placement, erection, and maintenance of signs in the City so as to promote the health, safety and general welfare of its residents. The variance request itself does not appear to be in conflict with this general purpose. The application is not contrary to the Comprehensive Plan as the future land use is Regional Commercial and car sales is an approved land use in this district.

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

The site complies with the total square footage of signage allowed on the property. The proposed relocated sign would meet size, setback, and spacing guidelines. The sign exceeds height requirements by eight feet. The sign code is in place to help prevent sign clutter on property. The size of the sign and the spacing of the sign meets code requirements and the height is not out of character for a sign located in the iron triangle. Therefore, the request to move the sign would be a use that is reasonable for this parcel.

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

Historically the property was approved for three freestanding signs exceeding height requirements located along the frontage road. The property is unique in that in relocating one of the freestanding signs to the northeast part of the property, there would still be a total of three freestanding signs, one sign would just be in a different location than what was originally approved. Moving the sign to the proposed location does not interfere with any traffic visibility and it would be located at least 100 feet from neighboring buildings.

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

The sign is proposed to be moved to an internal part of the property and not along the road frontage. The property meets total square footage requirements and the new sign location

exceeds the spacing requirements for a free standing sign. Approving the variance would not alter the character of this area.

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 height variance to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

B. **Denial** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the variance request with the condition listed in Alternative A with the practical difficulty and uniqueness being: the requested variance is in harmony with the general purposes and intent of the city ordinance and consistent with the comprehensive plan. The proposed sign location will not alter the essential character of the locality. Additionally, the site complies with the total square footage of signage allowed on the property and the proposed relocated sign would meet size, setback, and spacing guidelines.

Attachments: Exhibit A – Location Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan
Exhibit D – Sign proposed to be moved

Midwest Motors
Case No. 12-11V

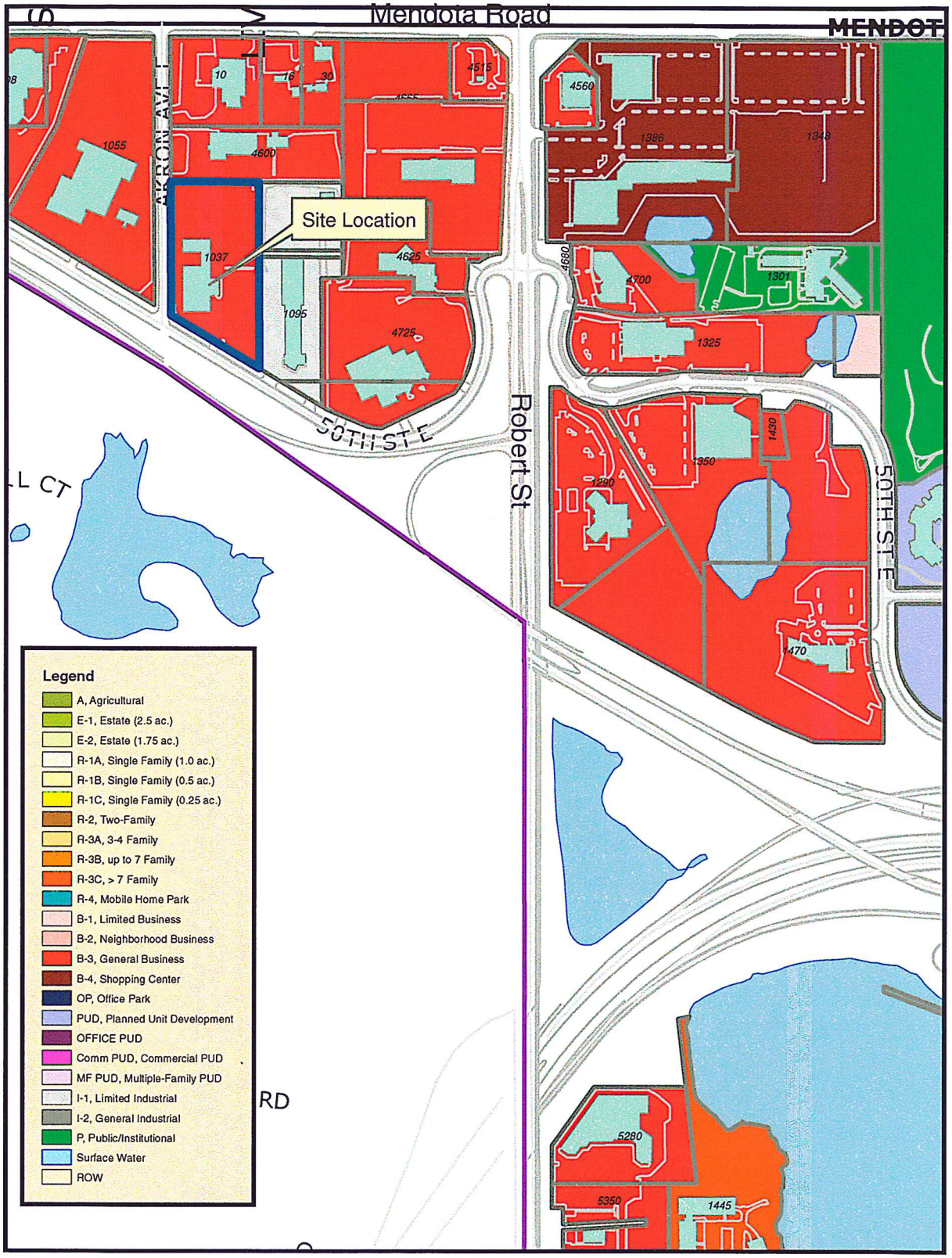

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Exhibit A
Zoning Map

INVER GROVE TOYOTA

April 15, 2012

Dear City Council Members,

I am responding to your request for a written narrative. I would like to start by stating that the sign I am requesting to have moved is currently on my Inver Grove Toyota property. The previous owner had an approved variance with the City of Inver Grove. I want to thank the Associate City Planner, Heather Botten, for her time and assistance associated with my requests regarding signage on my dealership property. We have calculated the allowances, and determined we are well within all city requirements with the proposed changes.

I am requesting to have one pylon sign moved 200 plus feet to the north along my eastern property line. Moving the sign will not alter the essential character of the neighborhood nor affect any supply of light or air to adjacent properties. The sign, once moved, will not be along frontage and will be clearly visible only in the immediate vicinity of the current property.

My primary reason for moving the sign is that I essentially inherited the sign when I purchased the business from the previous owner. The circumstances bound me to a 10 year lease (7 years remaining) on this sign and regrettably, I am not able to cancel the agreement. It does not illuminate brightly, it does not drive traffic to my location, nor does it assist customers in finding my place of business. Its only value is to notify customers that I maintain an inventory of certain types of used vehicles once on the property. However, it is expensive and I need to keep it in use until the lease termination to obtain the value.

The sign currently stands 42 feet high and has an approved variance from the city. Again, the purpose of this request is for a new variance in order to move it on my property to make room for an electronic sign at the southeast corner of the dealership property.

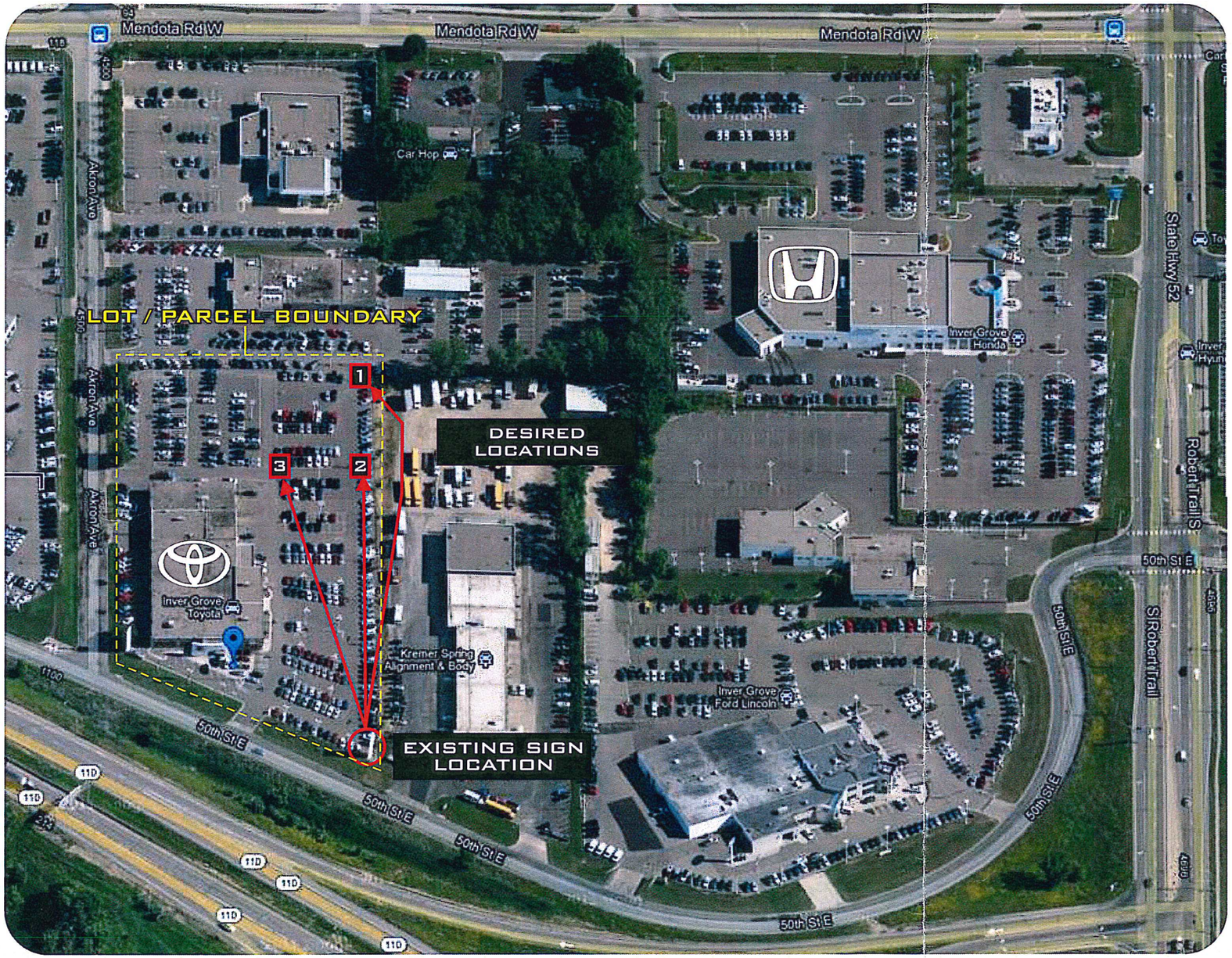
Thank you in advance for consideration and approval of my request.

Sincerely,

Steve McDaniels
President
Inver Grove Toyota

1037 Highway 110 • Inver Grove Heights, MN 55077 • **651-455-6000**
www.invergrovetoyota.com • www.invergrovescion.com

INVER GROVE HEIGHTS, MN



applicant prefers location #1

- ALL DESIRED SIGN LOCATIONS ARE LOCATED A MINIMUM OF 10' AWAY FROM SETBACKS
- ALL DESIRED SIGN LOCATIONS ARE LOCATED A MINIMUM OF 200' AWAY FROM OTHER FREESTANDING STRUCTURES
- ABUTTING NEIGHBORS

KREMERS SPRING ALIGNMENT
1095 HIGHWAY 110
INVER GROVE HEIGHTS, MN
55077

CONTACT: MIKE EHRET
651-455-1604

MAUER CHEVORLET
1055 HIGHWAY 110
INVER GROVE HEIGHTS, MN
55077

CONTACT: JOHN VECERE
651-455-6283

Lawrence Sign
945 PIERCE BUTLER ROUTE, ST. PAUL, MN 55104
WWW.LAWRENCESIGN.COM

HONDA
CLIENT-

INVER GROVE HEIGHTS, MN
LOCATION-

JON JASPER
ACCOUNT EXECUTIVE-

HONDA - INVER GROVE HEIGHTS, MN
DRAWING-

2-9-12
DATE-

2-22-12
2 4-02-12 HP
REVISION-

X
CUSTOMER APPROVAL

THESE PLANS ARE THE EXCLUSIVE PROPERTY OF LAWRENCE SIGN AND ARE THE RESULT OF THE ORIGINAL WORK OF ITS EMPLOYEES. THEY ARE SUBMITTED TO YOUR COMPANY FOR THE SOLE PURPOSE OF YOUR CONSIDERATION OF WHETHER TO PURCHASE THESE PLANS OR TO PURCHASE FROM LAWRENCE SIGN A SIGN MANUFACTURED ACCORDING TO THESE PLANS. DISTRIBUTION OR EXHIBITION OF THESE PLANS TO ANYONE OTHER THAN EMPLOYEES OF YOUR COMPANY, OR USEOF THESE PLANS TO CONSTRUCT A SIGN SIMILAR TO THE ONE EMBODIED HEREIN, IS EXPRESSLY PROHIBITED AND WILL RENDER THE USER LIABLE FOR DAMAGES. COPYRIGHT 2008 © LS, INC. ALL RIGHTS RESERVED.

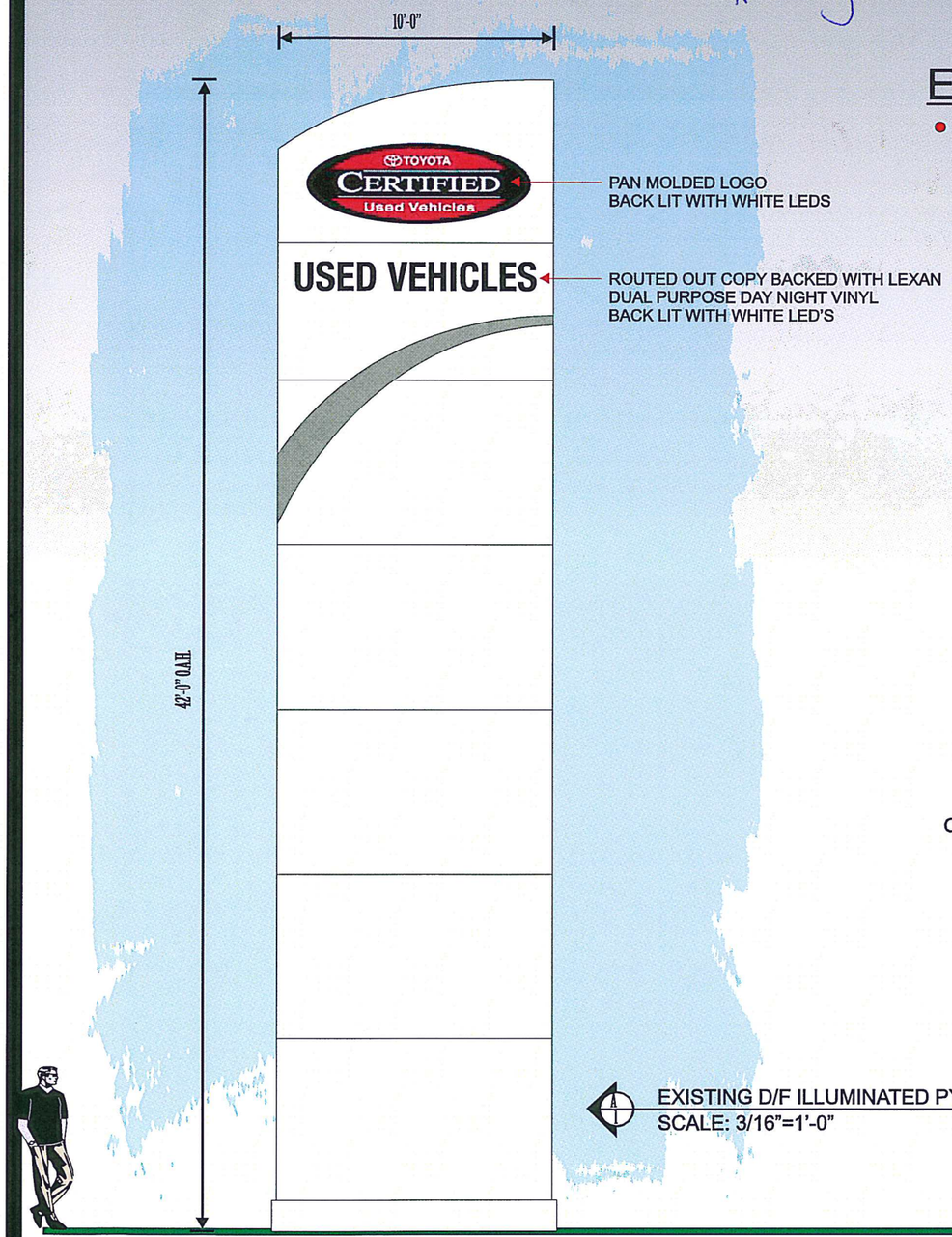
UL LISTED ELECTRIC SIGN

RELOCATION OF D/F ILLUMINATED PYLON PG. 2.

INVER GROVE HEIGHTS, MN

SQUARE FOOTAGE: 420

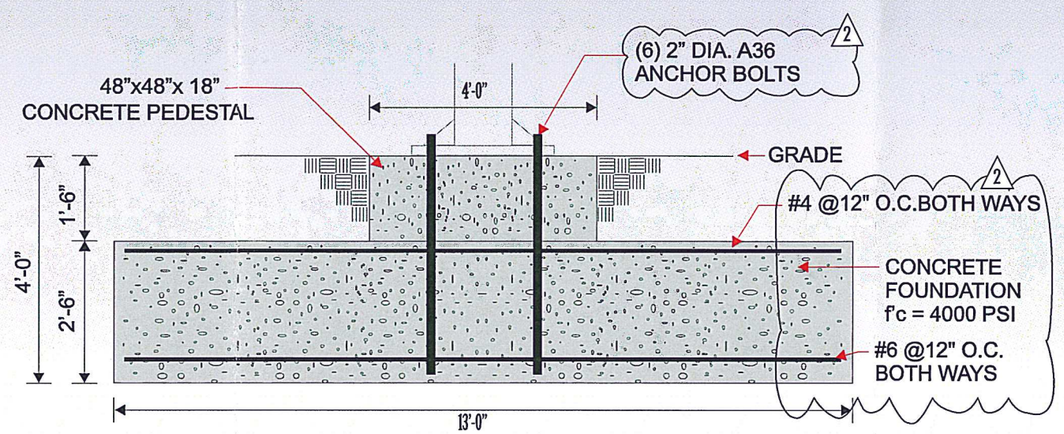
Sign to be moved



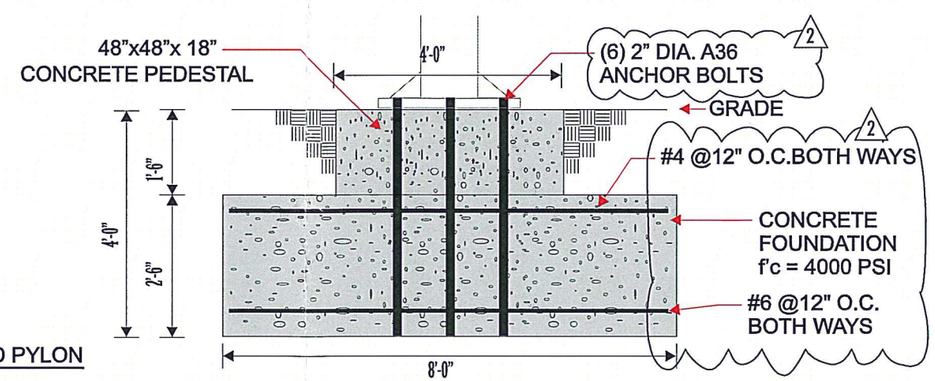
EXISTING D/F ILLUMINATED PYLON
SCALE: 3/16"=1'-0"

EXISTING DOUBLE FACE ILLUMINATED PYLON

- EXISTING D/F ILLUMINATED PYLON WILL BE RELOCATED WITH NEW FOUNDATION FOOTING



NEW FOUNDATION DETAIL - SIDE VIEW
SCALE: 3/8"=1'-0"



NEW FOUNDATION DETAIL - FRONT VIEW
SCALE: 3/8"=1'-0"

PRINTED COLORS & GRADIENTS AS SHOWN MAY VARY FROM ACTUAL FINISHED COLOR.

RELOCATION OF D/F ILLUMINATED PYLON PG. 1.

Lawrence Sign
945 PIERCE BUTLER ROUTE, ST. PAUL, MN 55104
WWW.LAWRENCESIGN.COM

HONDA
CLIENT-

INVER GROVE HEIGHTS, MN
LOCATION-

JON JASPER
ACCOUNT EXECUTIVE-

HONDA - INVER GROVE HEIGHTS, MN
DRAWING-

2-9-12
DATE-

2-22-12
2 4-02-12 HP
REVISION-

X
CUSTOMER APPROVAL

THESE PLANS ARE THE EXCLUSIVE PROPERTY OF LAWRENCE SIGN AND ARE THE RESULT OF THE ORIGINAL WORK OF ITS EMPLOYEES. THEY ARE SUBMITTED TO YOUR COMPANY FOR THE SOLE PURPOSE OF YOUR CONSIDERATION OF WHETHER TO PURCHASE THESE PLANS OR TO PURCHASE FROM LAWRENCE SIGN A SIGN MANUFACTURED ACCORDING TO THESE PLANS. DISTRIBUTION OR EXHIBITION OF THESE PLANS TO ANYONE OTHER THAN EMPLOYEES OF YOUR COMPANY, OR USEOF THESE PLANS TO CONSTRUCT A SIGN SIMILAR TO THE ONE EMBODIED HEREIN, IS EXPRESSLY PROHIBITED AND WILL RENDER THE USER LIABLE FOR DAMAGES. COPYRIGHT 2008 © LS, INC. ALL RIGHTS RESERVED.

UL LISTED

ELECTRIC SIGN

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CITY OF INVER GROVE HEIGHTS

Meeting Date:	May 29, 2012		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
Consider the Third Reading of an **Ordinance Amendment** to Title 10 of the City Code (Zoning Code) relating to allowing community gardens as a permitted use.

- Requires 3/5th's vote.

SUMMARY
The City Council reviewed the second reading of the ordinance on May 14, 2012.

ANALYSIS
Council raised questions about differentiating community gardens from personal or private gardens. The City Attorney and Staff have prepared some revisions to the ordinance which help clarify the difference between personal and community gardens.

- A new definition of personal garden has been drafted which establishes an owner occupied garden or one that is maintained by no more than two individuals that do not own or live on the property.

- Revisions to the definition of Community Garden to three or more individuals that do not own or live on the land.

- Gardening continues to be allowed in all zoning districts.

These changes should help clarify the difference between a homeowner who has their own garden and allows two other family members or others to garden on the same spot, to a community garden which is designed for larger non-owner groups.

RECOMMENDATION

Planning Staff: Recommends approval of the third reading of the ordinance amendment as proposed.

Attachments: Ordinance Amendment (3rd Reading)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, (ZONING ORDINANCE) REGARDING ADDING LANGUAGE ADDRESSING COMMUNITY GARDENS

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

Section One. **Amendment**. Title 10, Chapter 2, RULES AND DEFINITIONS of the Inver Grove Heights City Code is hereby amended to add the following:

10-2-2: **DEFINITIONS:**

COMMUNITY GARDEN: An area of land that is managed and maintained by a group of three or more individuals (either within or outside of an organization) that do not own or dwell upon the land to grow and harvest food crops and/or non-food ornamental crops such as flowers for personal use, group use, consumption or donation. Community gardens may be divided into separate distinct plots for cultivation respectively by different individuals or different groups of individuals and/or may be farmed collectively by members of the same group and may include common areas maintained and used by group members.

PERSONAL GARDEN: An area of land that is managed and maintained by the owner of the land or by the occupant of the dwelling on the land or by two or fewer individuals who do not own or dwell upon the land to grow and harvest food crops and/or non-food ornamental crops such as flowers for personal use, consumption or donation.

Section Two. **Amendment**. Title 10, Chapter 6, LAND USE MATRICES of the Inver Grove Heights City Code is hereby amended to add the following:

10-6-1: **LAND USES IN ALL RESIDENTIAL DISTRICTS:**

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD

Permitted Uses													
Community Gardens	P	P	P	P	P	P	P	P	P	P	P	P	P
Personal Garden	P	P	P	P	P	P	P	P	P	P	P	P	P

10-6-2: **LAND USES IN ALL NONRESIDENTIAL DISTRICTS:**

	Zoning District											
Use	**B-1**	**B-2**	**B-3**	**B-4**	**OP**	**I-1**	**IOP**	**I-2**	**P**	**MU-PUD**	**COMM-PUD**	**OFFICE-PUD**
Community Gardens	P	P	P	P	P	P	P	P	P	P	P	P
Personal Gardens	P	P	P	P	P	P	P	P	P	P	P	P

Section Three. **Amendment.** Title 10, Chapter 15, PERFORMANCE STANDARDS, of the Inver Grove Heights City Code is hereby amended to add the following section:

10-15-33: **COMMUNITY GARDENS AND PERSONAL GARDENS:** Where permitted, community gardens shall be subject to the following conditions:

A. Community gardens are permitted in all zoning districts.

B. Community gardens may be the principal or accessory use on a parcel.

C. No on-site retail sales shall be permitted with regard to community gardens.

D. No excavation for the community garden shall occur until after the property owner has had all underground utilities located on the site and has clearly marked the area where gardening may occur without disturbance to utilities.

E. Community gardens shall not be located within any public easement.

F. Accessory buildings for community gardens are not permitted on vacant parcels. Developed parcels may have accessory buildings as allowed in the underlying zoning district.

G. Parking for the community garden shall be provided on streets where parking is permitted or on an existing parking surface with the written permission of the owner of the parking surface.

H. Trash containers may be provided on site provided they meet accessory structure setbacks for the underlying zoning district and are screened by an opaque fence and/or landscape plantings of sufficient height to screen the containers. All trash shall be removed from the community garden site at least once per week.

I. Compost bins are permitted as regulated by section 8-6-6 of this title.

J. The community garden shall be setback a minimum of five (5) feet from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the community garden.

K. Paths may be installed to access the community garden and individual community garden plots provided the paths are constructed using natural landscape materials including wood chips, mulch, landscape rock or pea gravel.

L. The community garden site shall be designed and maintained to prevent negative impacts to adjacent properties from individual gardeners and gardening activities including but not limited to irrigation, fertilizer, soils, storm water, cultivated areas, trespassing and garden debris.

M. Community gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on the community garden site.

N. Community Garden Site Restoration. Upon cessation of the community garden, the community garden site shall be fully restored to the pre-garden status. All above ground remains of the community garden shall be promptly removed and the ground leveled and restored so it can be utilized for uses permitted in the zoning district.

O. Community Garden Signage. One (1) non-illuminated community garden identification sign may be displayed provided:

1. The sign shall not exceed ten (10) square feet in area or ten feet (10') in height and the sign shall be setback a minimum of ten feet (10') from property lines;

2. Current contact information for the community garden should be posted on the sign including the property owner and community garden manager contact name(s), address(s), and telephone number(s).

Personal gardens are not subject to the above conditions imposed on community gardens. Personal gardens may be the principal or accessory use on a parcel.

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

Passed in regular session of the City Council on the 29th day of May, 2012.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk