INVER GROVE HEIGHTS CITY COUNCIL AGENDA
TUESDAY, NOVEMBER 13, 2012
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
   A. Inver Grove Heights Royalty
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. Resolution Approving Disbursements for Period Ending November 7, 2012 _____

   B. Consider Change Order No. 3, Final Compensating Change Order No. 4, Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier) _____

   C. Consider Change Order No. 1, Final Compensating Change Order No. 2, Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-21 – 66th Street Parking Lot and Related Trails _____

   D. Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09A – Cracksealing _____

   E. Consider Change Order No. 1 for City Project No. 2012-15 – Sediment Removal from Basin at 79th Street and Blanchard Way _____

   F. Consider a Resolution Approving Special Assessment Deferral for City Project No. 2001-12 – Concord Boulevard (CSAH 56) Improvement – Corcoran Path to 65th Street _____

   G. Resolution Approving the Second Amendment to Revised and Restated Joint Powers Agreement (JPA) Establishing a Watershed Management Organization for the Lower Mississippi River Watershed and Cost Allocation Formulas for Water Quality Projects _____

   H. Approve Appointment of City Engineer to the Technical Advisory Committee (TAC) of the Lower Mississippi River Watershed Management Organization (LMRWMO) _____

   I. Approve Custom Grading Agreement for Lot 2, Block 2, Orchard Trail _____

   J. Resolution Approving a Grading and Stockpile Agreement with 160 Investments, LLC _____

K. Appointment of Auditors for the Year Ending December 31, 2012 _____

L. Consider Approval of Revised Master Plan for Heritage Village Park _____

M. Resolution Approving a Purchase Agreement Between the City of Inver Grove Heights Economic Development Authority and Bich-Lieu T. Trieu Relating to the Purchase of Property Located at 6671 Concord Boulevard East and a Resolution Approving a Purchase Agreement Between the City of Inver Grove Heights Economic Development Authority and Daniel Treu Relating to the Purchase of Property Located at 6685 Concord Boulevard East _____

N. Approve Resolution and Table Setting License Fees, Administrative Service Fees and Permit Fees for 2013 _____

O. Approve 2013 City Council Meeting Schedule _____

P. Approve 2013 Meeting Schedule of Advisory Commissions _____

Q. Approve Proposal from Visual Communications, Inc. for Development of Signage Plan for City Hall _____

R. Approve Proposal from Veit, Inc. for Demolition of Two Structures on City Owned Property _____

S. Approve Proposal From Decision Resources to Conduct a Business Attitudes and Preferences Survey _____

T. Personnel Actions _____

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

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees _____

7. REGULAR AGENDA:

PUBLIC WORKS:

A. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Establishing Utility Rates for 2013 _____

FINANCE:

B. CITY OF INVER GROVE HEIGHTS; Approve Transfer to City of Inver Grove Heights Economic Development Authority (EDA) _____

8. MAYOR & COUNCIL COMMENTS

9. ADJOURN

*This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Melissa Kennedy at 651.450.2513 or mkennedy@invergroveheights.org

AGENDA ITEM _____4B_____

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

Meeting Date:	November 13, 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 October 18, 2012 to November 7, 2012.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 7, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	$795,388.82
Debt Service & Capital Projects	995,658.66
Enterprise & Internal Service	371,420.37
Escrows	58,936.32
Grand Total for All Funds	$2,221,404.17

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 October 18, 2012 to November 7, 2012 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING October 17, 2012

WHEREAS, a list of disbursements for the period ending October 17, 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	$795,388.82
Debt Service & Capital Projects	995,658.66
Enterprise & Internal Service	371,420.37
Escrows	58,936.32
Grand Total for All Funds	$2,221,404.17

Adopted by the City Council of Inver Grove Heights this 22nd day of October, 2012.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/18/2012 - 11/7/2012

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
A. M. LEONARD	C112138741	10/31/2012	15157544	101.44.6000.451.60065	630.69
ACE PAINT & HARDWARE	512394/5	10/31/2012	POLICE	101.42.4000.421.60065	6.38
ACE PAINT & HARDWARE	512635/5	11/07/2012	PARK	101.44.6000.451.60012	10.13
ACE PAINT & HARDWARE	512737/5	11/07/2012	FIRE	101.42.4200.423.60065	5.98
ACE PAINT & HARDWARE	512752/5	11/07/2012	PARKS	101.44.6000.451.60016	21.33
ACE PAINT & HARDWARE	512853/5	11/07/2012	PARKS	101.44.6000.451.60040	29.91
ACE PAINT & HARDWARE	513312/5	11/07/2012	PARKS	101.44.6000.451.40040	24.86
ACE PAINT & HARDWARE	513362/5	10/31/2012	POLICE	101.42.4000.421.60065	29.89
ACE PAINT & HARDWARE	513448/5	10/24/2012	501226	101.42.4200.423.40040	10.68
ACE PAINT & HARDWARE	513545/5	10/24/2012	I55708	101.42.4200.423.60040	27.77
ACE PAINT & HARDWARE	513630/5	10/31/2012	501126	101.42.4200.423.40040	32.56
ACE PAINT & HARDWARE	513642/5	10/31/2012	501126	101.44.6000.451.40040	12.57
ACE PAINT & HARDWARE	513687/5	11/07/2012	501126	101.42.4200.423.40040	28.27
AERATION INDUSTRIED INTERNATIONAL	0148756	11/07/2012	PARKS	101.44.6000.451.60065	82.22
AFSCME COUNCIL 5	PR 10/19	10/24/2012	UNION DUES	101.203.2031000	857.96
AFSCME COUNCIL 5	INV0014881	11/02/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	52.72
AFSCME COUNCIL 5	INV0014882	11/02/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	765.96
AFSCME COUNCIL 5	INV0014883	11/02/2012	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	58.92
ARAMARK UNIFORM SERVICES	629-7602650	10/24/2012	15353001	101.44.6000.451.60045	24.79
ARAMARK UNIFORM SERVICES	629-7602650	10/24/2012	15353001	101.43.5200.443.60045	20.90
ARAMARK UNIFORM SERVICES	629-7607423	10/31/2012	15353001	101.43.5200.443.60045	34.07
ARAMARK UNIFORM SERVICES	629-7607423	10/31/2012	15353001	101.44.6000.451.60045	24.79
ARAMARK UNIFORM SERVICES	629-7612222	11/07/2012	PUBLIC WORKS	101.44.6000.451.60045	37.79
ARAMARK UNIFORM SERVICES	629-7612222	11/07/2012	PUBLIC WORKS	101.43.5200.443.60045	20.91
ARM REGISTRATION OFFICE	10/2/12	10/24/2012	MN DOT CLASSES MICHAEL EDWARDS	101.43.5100.442.50080	600.00
ARROW MOWER, INC.	17696	10/24/2012	4537	101.42.4200.423.40042	8.43
AT & T	287237771092X10122(	10/24/2012	287237771092	101.41.1100.413.50020	25.96
AT & T	287237771092X10122(	10/24/2012	287237771092	101.41.1000.413.50020	50.40
AT&T SUBPOENA CENTER	98028	11/07/2012	REF #11-3625	101.42.4000.421.30700	40.00
BARNA, GUZY, & STEFFEN LTD	INV0014471	10/24/2012	50003-005 IGH CITY/GEN LABOR	101.41.1100.413.30430	156.00
BELLEISLE, MONICA	10/31/12	11/07/2012	MILEAGE	101.42.4200.423.50065	49.58
BERGERSON-CASWELL INC	14664	11/07/2012	INVER GR	101.44.6000.451.40047	980.00
BITUMINOUS ROADWAYS, INC.	20131	10/31/2012	35265	101.43.5200.443.60016	18,731.32
BLOOMINGTON SECURITY SOLUTIONS INC	S79335	10/31/2012	PUBLIC WORKS	101.44.6000.451.40040	208.90
BRANDT, BRIAN	11/1/12	11/07/2012	MILEAGE	101.42.4200.423.50065	176.50
BUDGET SANDBLASTING & PAINTING INC	10/14/12	10/31/2012	ZEP POWER HOUSE	101.44.6000.451.60066	109.50
BUDGET SANDBLASTING & PAINTING INC	1/14	10/31/2012	DETAILED PAINTING MONUMENT SIGNS	101.44.6000.451.60066	455.00
CARQUEST OF MSP-ROSEMOUNT	1596-184085	10/31/2012	614420	101.44.6000.451.60016	2.63
CARQUEST OF MSP-ROSEMOUNT	1596-185731	11/07/2012	614420	101.43.5200.443.60016	2.63
CENTURY LINK	9/13/12	10/31/2012	651-4530219	101.44.6000.451.50020	42.26
CENTURY LINK	9/22/12	10/31/2012	651-457-7671	101.44.6000.451.50020	42.26
CENTURY LINK	10/12 6515220672097!	10/31/2012	651-5520672975	101.44.6000.451.50020	37.00
CENTURY LINK	10/16 6514577674 999	10/31/2012	6514577674 999	101.44.6000.451.50020	24.29
CENTURY LINK	10/19/12 6514559072	11/07/2012	6514559072	101.42.4200.423.50020	40.92
CENTURY LINK	651-453-0219	11/07/2012	IGH PARK & REC	101.44.6000.451.50020	6.47
CHADER BUSINESS EQUIPMENT	IN8624	10/31/2012	IGOO	101.42.4000.421.60040	4,285.00
CITY OF MINNEAPOLIS RECEIVABLES	400413003266	10/31/2012	612005356	101.42.4000.421.30700	1,187.40
CITY OF MINNEAPOLIS RECEIVABLES	10/31/12	11/07/2012	OTHER PROFESSISONAL SERVICES	101.42.4000.421.30700	1,187.40
CITY OF SAINT PAUL	124808	10/31/2012	STREETS	101.43.5200.443.60016	3,530.08
CONTECH ENGINEERED SOLUTIONS LLC	32-10-0179	10/19/2012	STREETS	101.43.5200.443.60016	667.71
DAKOTA COMMUNICATIONS CENTER	IG2012-11	10/24/2012	NOV 2012-DCC GEN FUND & CAPITAL PRO	101.58.9100.580.70650	1,022.50
DAKOTA COMMUNICATIONS CENTER	IG2012-11	10/24/2012	NOV 2012-DCC GEN FUND & CAPITAL PRO	101.42.4200.423.70501	3,950.15
DAKOTA COMMUNICATIONS CENTER	IG2012-11	10/24/2012	NOV 2012-DCC GEN FUND & CAPITAL PRO	101.42.4000.421.70300	35,551.35
DAKOTA CTY FINANCIAL SVCS	SEP-12	10/31/2012	RADIOS	101.42.4200.423.30700	1,372.34
DAKOTA CTY FINANCIAL SVCS	SEP-12	10/31/2012	RADIOS	101.43.5200.443.30700	46.52
DAKOTA CTY FINANCIAL SVCS	SEP-12	10/31/2012	RADIOS	101.42.4000.421.70300	1,325.82
DAKOTA ELECTRIC ASSN	10/4/12 109394-7	10/24/2012	109394-7	101.43.5400.445.40020	1,177.57
DAKOTA ELECTRIC ASSOCIATION	10/25/12 246837-9	11/07/2012	246837-9	101.44.6000.451.40020	1,265.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAKOTA ELECTRIC ASSOCIATION	10/25/12 250165-8	11/07/2012	250165-8	101.44.6000.451.40020	639.95
DAKOTA ELECTRIC ASSOCIATION	10/25/12 393563-2	11/07/2012	393563-2	101.44.6000.451.40020	718.60
DAKOTA ELECTRIC ASSOCIATION	10/25/12 443054-2	11/07/2012	443054-2	101.44.6000.451.40020	10.72
DAKOTA ELECTRIC ASSOCIATION	10/25/12 461221-4	11/07/2012	461221-4	101.43.5400.445.40020	22.83
DAKOTA ELECTRIC ASSOCIATION	10/25-12 426713-4	11/07/2012	426713-4	101.43.5400.445.40020	31.89
DANNER LANDSCAPING	9599	11/07/2012	ENG DEPT	101.44.6000.451.60065	769.50
DCA TITLE	A12-63761	11/07/2012	PARK & REC	101.44.6000.451.60065	143.00
DODGE, STEVE	11/1/12	11/07/2012	MS4 TRAINING	101.43.5100.442.50080	120.00
EFTPS	CM0000182	12/31/2011	FEDERAL WITHHOLDING	101.203.2030200	(2.53)
EFTPS	INV0008167	12/31/2011	MEDICARE WITHHOLDING	101.203.2030500	5.06
EFTPS	INV0014437	10/19/2012	FEDERAL WITHHOLDING	101.203.2030200	39,130.16
EFTPS	INV0014439	10/19/2012	MEDICARE WITHHOLDING	101.203.2030500	11,295.18
EFTPS	INV0014440	10/19/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,135.84
EFTPS	INV0014888	11/02/2012	FEDERAL WITHHOLDING	101.203.2030200	39,310.63
EFTPS	INV0014890	11/02/2012	MEDICARE WITHHOLDING	101.203.2030500	10,711.60
EFTPS	INV0014891	11/02/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	26,966.81
EFTPS	INV0014892	11/02/2012	FEDERAL WITHHOLDING	101.203.2030200	191.88
EFTPS	INV0014894	11/02/2012	MEDICARE WITHHOLDING	101.203.2030500	44.56
EFTPS	INV0014895	11/02/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	159.80
EHLERS AND ASSOCIATES, INC.	345432	10/24/2012	CONCORD REDEVELOPMENT	101.45.3200.419.30600	9,262.50
ELDER-JONES BUILDING PERMIT SERVICE	35302	10/31/2012	BD2012-1644-7605 CAHILL AVE	101.45.0000.3221000	40.80
FEDERAL SIGNAL CORPORATION	9996	10/31/2012	6182	101.42.4000.421.60040	16,885.00
FEDEX OFFICE WSP	062000004472	11/07/2012	POLICE	101.42.4000.421.50030	40.55
FIRST IMPRESSION GROUP, THE	49518	10/24/2012	BETHANY ADAMS	101.44.6000.451.50030	581.86
FIRST IMPRESSION GROUP, THE	49872	10/24/2012	JENELLE TEPPEN	101.41.1100.413.50032	2,720.00
FIRST IMPRESSION GROUP, THE	50542-P	10/31/2012	GROVE FITNESS CENTER	101.41.1100.413.50032	2,250.00
FIRSTSCRIBE	2458288	10/24/2012	ROWAY WEB APPL	101.43.5100.442.40044	250.00
FLAIR FOUNTAINS	6854	11/07/2012	PHASE MOTOR	101.44.6000.451.40047	978.40
G & M TREE MOVING INC	905	11/07/2012	JIM SWEENEY	101.44.6000.451.70501	500.00
GERTENS	269166	10/24/2012	103566	101.43.5200.443.60016	98.30
GERTENS	269790	10/31/2012	103566	101.44.6000.451.60016	10.24
GERTENS	269998	11/07/2012	PARKS	101.44.6000.451.60040	38.46
GOODIN COMPANY	02958400-00	11/07/2012	1001619	101.44.6000.451.40040	41.66
GREAT RIVER GREENING	2010	10/31/2012	SIMLEY LK SHORELINE INV #3 PER CONTRA	101.44.6000.451.70501	1,360.00
GUADALAJARA MIGUEL RAUL	10/25	11/07/2012	ONE CONCEAL CARRIER/SOFT TRAUMA PA	101.42.4000.421.60045	447.50
HAHN, NICHOLAS	11/1/12	11/07/2012	SITE MGMNT TRAINING	101.43.5100.442.50080	120.00
HANCE UTILITY SERVICES INC	19156	10/31/2012	PARKS DEPT	101.44.6000.451.30700	189.50
HANCE UTILITY SERVICES INC	19200	10/31/2012	JIM SWEENEY	101.44.6000.451.30700	190.00
HILLYARD INC	600429335	10/24/2012	274086	101.42.4200.423.60011	238.02
HOME DEPOT CREDIT SERVICES	10/12/12 6035322502	10/31/2012	6035322502554813	101.42.4200.423.60018	15.29
HOME DEPOT CREDIT SERVICES	10/12/12 6035322502	10/31/2012	6035322502554813	101.42.4200.423.40040	77.81
HOSE / CONVEYORS INC	00031736	10/24/2012	CIT300	101.43.5200.443.60016	13.64
ICMA MEMBERSHIP RENEWALS	140748	10/31/2012	MEMBER #140748	101.41.1100.413.50070	983.43
ICMA RETIREMENT TRUST - 457	INV0014388	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0014389	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	282.86
ICMA RETIREMENT TRUST - 457	INV0014390	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0014391	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	503.67
ICMA RETIREMENT TRUST - 457	INV0014392	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0014393	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	282.18
ICMA RETIREMENT TRUST - 457	INV0014394	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	915.00
ICMA RETIREMENT TRUST - 457	INV0014395	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	116.12
ICMA RETIREMENT TRUST - 457	INV0014396	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0014397	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	670.22
ICMA RETIREMENT TRUST - 457	INV0014398	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0014399	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	214.75
ICMA RETIREMENT TRUST - 457	INV0014400	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,503.84
ICMA RETIREMENT TRUST - 457	INV0014401	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	304.27
ICMA RETIREMENT TRUST - 457	INV0014402	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0014403	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	380.31
ICMA RETIREMENT TRUST - 457	INV0014404	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0014405	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.16
ICMA RETIREMENT TRUST - 457	INV0014406	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0014407	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	138.33
ICMA RETIREMENT TRUST - 457	INV0014408	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0014409	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0014410	10/19/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	550.00
ICMA RETIREMENT TRUST - 457	INV0014411	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	204.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0014412	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0014413	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0014414	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0014415	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	692.68
ICMA RETIREMENT TRUST - 457	INV0014416	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0014417	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0014418	10/19/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,087.19
ICMA RETIREMENT TRUST - 457	INV0014419	10/19/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0014429	10/19/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	457.70
ICMA RETIREMENT TRUST - 457	INV0014430	10/19/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
ICMA RETIREMENT TRUST - 457	INV0014837	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0014838	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	301.65
ICMA RETIREMENT TRUST - 457	INV0014839	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0014840	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	604.47
ICMA RETIREMENT TRUST - 457	INV0014841	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0014842	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	331.87
ICMA RETIREMENT TRUST - 457	INV0014843	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	915.00
ICMA RETIREMENT TRUST - 457	INV0014844	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.20
ICMA RETIREMENT TRUST - 457	INV0014845	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0014846	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	783.76
ICMA RETIREMENT TRUST - 457	INV0014847	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0014848	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	172.32
ICMA RETIREMENT TRUST - 457	INV0014849	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,503.84
ICMA RETIREMENT TRUST - 457	INV0014850	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	304.27
ICMA RETIREMENT TRUST - 457	INV0014851	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0014852	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	398.80
ICMA RETIREMENT TRUST - 457	INV0014853	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0014854	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	455.68
ICMA RETIREMENT TRUST - 457	INV0014855	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0014856	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.84
ICMA RETIREMENT TRUST - 457	INV0014857	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0014858	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0014859	11/02/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	550.00
ICMA RETIREMENT TRUST - 457	INV0014860	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	237.79
ICMA RETIREMENT TRUST - 457	INV0014861	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0014862	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0014863	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0014864	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	768.00
ICMA RETIREMENT TRUST - 457	INV0014865	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0014866	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0014867	11/02/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,087.19
ICMA RETIREMENT TRUST - 457	INV0014868	11/02/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0014877	11/02/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
ICMA RETIREMENT TRUST - 457	INV0014878	11/02/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
IGH FIREFIGHTERS RELIEF ASSOCIATION	INV0014421	10/19/2012	MONTHLY DUES FOR RELIEF ASSOCIATION	101.203.2032600	644.00
INFINITY WIRELESS	32358	10/31/2012	FIRE	101.42.4200.423.40042	135.00
ING DIRECT	INV0014896	11/02/2012	MSRS-HCSP	101.203.2032200	149.29
INVER GROVE FORD	10/25/12 94917	10/31/2012	MONTHLY RENTAL CHARGE 9256P	101.42.4000.421.70300	267.81
IUOE	INV0014884	11/02/2012	UNION DUES IUOE	101.203.2031000	1,151.25
J.P. COOKE CO	203570	11/07/2012	699102 INSPECTIONS	101.45.3300.419.60040	59.10
JR'S APPLIANCE DISPOSAL	79495	10/31/2012	SKYVIEW PARK	101.44.6000.451.40025	460.50
JUST RITE CONST INC	485057	11/07/2012	SKYVIEW PK	101.44.6000.451.70501	750.00
KAT-KEY'S LOCK & SAFE CO.	10/10/12	10/24/2012	SIMPLEX COMBO CHAMBER	101.42.4200.423.40040	219.35
KENISON, TERRI	#10 OCT 12	11/07/2012	CLEANING	101.42.4200.423.30700	908.44
LELS	INV0014885	11/02/2012	UNION DUES (LELS)	101.203.2031000	1,300.00
LELS SERGEANTS	INV0014886	11/02/2012	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	9/30	10/24/2012	92000E	101.42.4000.421.30410	5,285.40
LEVANDER, GILLEN & MILLER P.A.	9/30	10/24/2012	92000E	101.42.4000.421.30410	459.78
LEVANDER, GILLEN & MILLER P.A.	9/30	10/24/2012	92000E	101.42.4000.421.30410	1,704.40
LEVANDER, GILLEN & MILLER P.A.	9/30	10/24/2012	92000E	101.42.4000.421.30410	1,110.60
LEVANDER, GILLEN & MILLER P.A.	9/30	10/24/2012	92000E	101.42.4000.421.30410	4,028.45
LEVANDER, GILLEN & MILLER P.A.	9/30	10/24/2012	92000E	101.42.4000.421.30410	3,676.09
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.42.4000.421.30420	32.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.44.6000.451.30420	96.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.43.5000.441.30420	190.20
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.43.5100.442.30420	1,225.09
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.42.4000.421.30420	44.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.42.4000.421.30420	228.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.45.3000.419.30420	40.98
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.45.3200.419.30420	1,270.20
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.41.1000.413.30420	961.60
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	101.42.4000.421.30420	1,355.45
LILLIE SUBURBAN NEWSPAPERS	9/30/12	10/24/2012	001363	101.41.1100.413.50025	56.25
LILLIE SUBURBAN NEWSPAPERS	9/30/12	10/24/2012	001363	101.45.3200.419.50025	25.00
LILLIE SUBURBAN NEWSPAPERS	9/30/12	10/24/2012	001363	101.41.1100.413.50025	43.75
LOCAL GOVERNMENT INFORMATION SYSTEM	35737	10/24/2012	POLICE DEPT	101.42.4000.421.70300	1,419.00
LOCAL GOVERNMENT INFORMATION SYSTEM	35755	10/24/2012	VPN ACCESS CITY ATTORNEY	101.42.4000.421.40044	144.00
LOREN'S EXCAVATING CO., INC.	10/27/12	11/07/2012	HERITAGE PARK	101.44.6000.451.70501	1,925.00
LYNCH, JOE	10/26/12	10/31/2012	MAYOR MGR MTGS	101.41.1000.413.50075	64.21
M & J SERVICES, LLC	308	11/07/2012	PARKS	101.44.6000.451.70501	377.00
M & J SERVICES, LLC	314	11/07/2012	PARKS DEPT	101.44.6000.451.40047	730.00
M & J SERVICES, LLC	318	11/07/2012	PARKS	101.44.6000.451.40047	3,825.00
M & J SERVICES, LLC	319	11/07/2012	PARKS	101.44.6000.451.40047	1,680.00
MADSEN, BENNETT	10/18	10/24/2012	MAAG	101.42.4000.421.50075	73.69
MARTIN, FRANKLIN	9/20/12	11/07/2012	COMMUNITY DEVELOP INSPCTIONS	101.45.3300.419.50085	1,000.00
MENARDS - WEST ST. PAUL	5338	10/31/2012	30170270	101.44.6000.451.40047	14.35
METRO FIRE	45467	11/07/2012	FIRE	101.42.4200.423.40040	550.00
MILL CITY SIGN LLC	P O 13107	11/07/2012	FIRE	101.42.4200.423.30700	235.66
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0014835	11/02/2012	RICK JACKSON FEIN/TAXPAYER ID: 416005	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0014836	11/02/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416	101.203.2032100	484.54
MINNESOTA UI FUND	DOC ID 8080492 3RD Q	10/24/2012	ACCT 07978414	101.41.1200.414.20700	19.43
MN CHILD SUPPORT PAYMENT CENTER	CHILD SUPPORT 10/19/	10/19/2012	CHILD SUPPORT 10/19/12	101.203.2032100	802.95
MN DEPT OF REVENUE	INV0014438	10/19/2012	STATE WITHHOLDING	101.203.2030300	16,462.44
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.42.4200.423.60006	14.37
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.207.2070300	(0.56)
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.42.4200.423.60040	338.59
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.41.1100.413.60018	5.63
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.207.2070300	17.19
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.41.1100.413.30500	2.27
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.42.4200.423.60006	112.54
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	101.41.1100.413.30500	81.50
MN DEPT OF REVENUE	INV0014889	11/02/2012	STATE WITHHOLDING	101.203.2030300	16,232.17
MN DEPT OF REVENUE	INV0014893	11/02/2012	STATE WITHHOLDING	101.203.2030300	59.12
MN FALL EXPO	10/12/12	10/24/2012	STREETS	101.43.5200.443.50080	137.50
MN GFOA	00576	11/07/2012	EVENT REGISTRATION KRISTY & BILL	101.41.2000.415.50080	100.00
MN GLOVE & SAFETY, INC.	266342	10/31/2012	CIINVP	101.43.5100.442.60045	41.11
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.45.3200.419.20620	31.27
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.44.6000.451.20620	95.54
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.43.5200.443.20620	80.93
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.43.5000.441.20620	24.05
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.41.1100.413.20620	79.56
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.41.2000.415.20620	99.06
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.43.5100.442.20620	127.49
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.42.4000.421.20620	548.18
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.45.3000.419.20620	30.90
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.42.4200.423.20620	57.54
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.45.3300.419.20620	60.88
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	101.203.2030900	1,925.35
MN NCPERS LIFE INSURANCE	NOV 2012 #3450	11/07/2012	1012032031600	101.203.2031600	320.00
MN PIPE & EQUIPMENT	0286512	11/07/2012	2195	101.44.6000.451.60065	43.59
MN PIPE & EQUIPMENT	0286513	11/07/2012	2195	101.44.6000.451.60065	172.98
MN PIPE & EQUIPMENT	0288735	11/07/2012	2195	101.44.6000.451.60065	147.27
MN STATE FIRE DEPT ASSN	DUES INVOICE	10/31/2012	MEMBERSHIP DUES INVOICE	101.42.4200.423.50070	432.00
MOORE MEDICAL LLC	81960547 EI	10/24/2012	49363475	101.42.4200.423.60065	46.34
MRPA	10/18/12	10/24/2012	REGISTRATION MARK BORGWARDT	101.44.6000.451.50080	49.00
MTI DISTRIBUTING CO	870615-00	11/07/2012	MAINT SHOP	101.44.6000.451.40047	448.65
MTI DISTRIBUTING CO	876425-00	10/31/2012	MAINT SHOP	101.44.6000.451.40047	209.39
MTI DISTRIBUTING CO	876915-00	11/07/2012	CITY HALL IRRIGATION	101.44.6000.451.40047	420.23
MTI DISTRIBUTING CO	878038-00	11/07/2012	MAINT SHOP	101.44.6000.451.40047	595.61
MTI DISTRIBUTING CO	878642-00	10/31/2012	MAINT SHOP	101.44.6000.451.40047	103.54
MULTI REGIONAL TRAINING CENTER	770	10/24/2012	FIRE DEPT	101.42.4200.423.50070	5.98
NATURE CALLS, INC.	16165	10/31/2012	PARK MAINT	101.44.6000.451.40065	34.69
NATURE CALLS, INC.	16225	10/31/2012	PARK MAINT	101.44.6000.451.40065	867.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NATURE CALLS, INC.	16231	10/31/2012	PARK MAINT	101.44.6000.451.40065	222.13
NORTH COUNTRY INTERIORS	602217	10/24/2012	FRANK MARTIN	101.45.3300.419.30700	275.06
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.43.5000.441.30550	6.65
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.41.1100.413.30550	15.45
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.44.6000.451.30550	10.68
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.43.5100.442.30550	28.75
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.45.3300.419.30550	12.30
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.45.3000.419.30550	12.30
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.42.4000.421.30550	84.75
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	101.41.2000.415.30550	26.04
OPTUMHEALTH FINANCIAL SERVICES	INV0014431	10/19/2012	HSA ELECTION-SINGLE	101.203.2032500	2,162.84
OPTUMHEALTH FINANCIAL SERVICES	INV0014432	10/19/2012	HSA ELECTION-FAMILY	101.203.2032500	3,478.70
OPTUMHEALTH FINANCIAL SERVICES	OCT 2012	10/31/2012	MEDICAL FLEX	101.203.2031500	2,314.75
OPTUMHEALTH FINANCIAL SERVICES	OCT 2012	10/31/2012	MEDICAL FLEX	101.203.2031500	2,758.48
OPTUMHEALTH FINANCIAL SERVICES	INV0014879	11/02/2012	HSA ELECTION-SINGLE	101.203.2032500	1,987.84
OPTUMHEALTH FINANCIAL SERVICES	INV0014880	11/02/2012	HSA ELECTION-FAMILY	101.203.2032500	3,478.70
PAPCO, INC.	73832	10/31/2012	CITI012	101.44.6000.451.60012	315.77
PEARL VALLEY ORGANIX, INC.	53907	10/31/2012	MARK BORGWARDT	101.44.6000.451.60030	6,648.20
PEARL VALLEY ORGANIX, INC.	53908	10/31/2012	MARK BORGWARDT	101.44.6000.451.60030	6,302.40
PEARL VALLEY ORGANIX, INC.	53915	10/31/2012	MARK BORGWARDT	101.44.6000.451.60030	6,403.80
PEARL VALLEY ORGANIX, INC.	53916	10/31/2012	MARK BORGWARDT	101.44.6000.451.60030	6,476.60
PERA	INV0014420	10/19/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,685.80
PERA	INV0014423	10/19/2012	EMPLOYER SHARE (PERA COORDINATED PI	101.203.2030600	18,543.27
PERA	INV0014424	10/19/2012	PERA COORDINATED PLAN	101.203.2030600	15,121.49
PERA	INV0014425	10/19/2012	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0014426	10/19/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0014427	10/19/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	15,297.79
PERA	INV0014428	10/19/2012	PERA POLICE & FIRE PLAN	101.203.2030600	10,198.51
PERA	INV0014869	11/02/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,376.51
PERA	INV0014871	11/02/2012	EMPLOYER SHARE (PERA COORDINATED PI	101.203.2030600	14,853.17
PERA	INV0014872	11/02/2012	PERA COORDINATED PLAN	101.203.2030600	14,853.17
PERA	INV0014873	11/02/2012	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0014874	11/02/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0014875	11/02/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	16,479.97
PERA	INV0014876	11/02/2012	PERA POLICE & FIRE PLAN	101.203.2030600	10,986.59
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	101.45.3300.419.50080	8.00
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	101.45.3300.419.50080	8.00
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	101.45.3000.419.50080	8.00
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	101.41.1100.413.50065	10.00
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	101.43.5100.442.50080	10.00
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	101.41.1100.413.50065	10.00
RAMY TURF PRODUCTS	OP-26769-06	11/07/2012	PARKS-JEFF	101.44.6000.451.60016	596.37
RCM SPECIALTIES, INC.	3557	10/24/2012	STREETS	101.43.5200.443.60016	311.78
ROBIN KELLOGG ENTERPRISES	1212	10/24/2012	SUCCESS SEPT & OCT MATERIALS	101.45.3300.419.50080	53.36
ROBIN KELLOGG ENTERPRISES	1212	10/24/2012	SUCCESS SEPT & OCT MATERIALS	101.43.5000.441.50080	53.36
RUFFRIDGE-JOHNSON	C62208	10/31/2012	0900400	101.43.5200.443.60016	103.67
RY-MAK PLUMBING & HEATING, INC	319	11/07/2012	SKYVIEW PK	101.44.6000.451.40047	279.49
SAM'S CLUB	10/23/12 7715090401	11/07/2012	7715090401334891	101.42.4200.423.60006	752.85
SAM'S CLUB	10/23/12 7715090401	11/07/2012	7715090401334891	101.42.4200.423.60011	33.95
SAM'S CLUB	10/23/12 7715090401	11/07/2012	7715090401334891	101.42.4200.423.30700	278.00
SAM'S CLUB	10/23/12 7715090401	11/07/2012	7715090401334891	101.42.4200.423.60065	126.28
SCHMELING, JOHN	11/1/12	11/07/2012	CONST SITE MGMNT RECERTIFICATION CL	101.43.5100.442.50080	120.00
SENSIBLE LAND USE COALITION	11/7/12	11/07/2012	DESIGN AVOID DISASTER	101.45.3200.419.50080	76.00
SHERWIN-WILLIAMS	0609-7	10/31/2012	6682-5453-5	101.44.6000.451.60016	246.43
SHORT ELLIOTT HENDRICKSON, INC.	261077	10/24/2012	PROJ #117543	101.43.5100.442.30300	60.85
SIGN WAREHOUSE.COM	10954	10/24/2012	SO-103614	101.43.5200.443.60016	148.56
SMITH KRISTI	10/22/12	10/31/2012	MILEAGE LOCAL GOV'T CONFERENCE	101.41.2000.415.50065	28.86
SOLBERG AGGREGATE CO	9526	10/31/2012	STREET	101.43.5200.443.60016	210.76
SOUTH METRO PUBLIC SAFETY TRAINING	8802	10/24/2012	4390 REGISTRATION FEES	101.42.4000.421.50080	840.00
SPRINT	266948529-102	10/24/2012	266948529	101.42.4000.421.50020	979.16
STEENBERG, LUKE	10/20	10/31/2012	FOOD FIREFIGHTERS, STRUCTURE FIRE	101.42.4200.423.50075	47.14
STRAIGHT RIVER MEDIA	1274	10/31/2012	NOV-DEC NEWSLETTER	101.41.1100.413.50032	900.00
TIMESAVER OFF SITE SECRETARIAL INC	M19371	10/24/2012	CITY COUNCIL MTG	101.41.1100.413.30700	141.00
TMOBILE	494910368	10/24/2012	494910368	101.43.5100.442.50020	49.99
TOTAL CONSTRUCTION & EQUIP.	55309	10/31/2012	CIT001	101.44.6000.451.40047	288.68
TOTAL CONSTRUCTION & EQUIP.	55310	10/31/2012	CIT001	101.44.6000.451.40047	2,164.66
TOTAL CONSTRUCTION & EQUIP.	55311	10/31/2012	CIT001	101.44.6000.451.40047	2,694.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOTAL CONSTRUCTION & EQUIP.	55312	10/31/2012	CIT001	101.44.6000.451.40047	303.31
TOTAL CONSTRUCTION & EQUIP.	55419	11/07/2012	CIT001	101.44.6000.451.70501	736.68
TRACTOR SUPPLY CREDIT PLAN	TICKET 80172	10/24/2012	FIRE	101.42.4200.423.60040	111.31
TRACTOR SUPPLY CREDIT PLAN	88763	10/31/2012	MIKE	101.44.6000.451.60012	56.83
TRACTOR SUPPLY CREDIT PLAN	80888	10/31/2012	STREETS	101.43.5200.443.60016	20.32
TRACTOR SUPPLY CREDIT PLAN	80889	10/31/2012	STREETS	101.43.5200.443.60016	122.70
TRACTOR SUPPLY CREDIT PLAN	10/26/12	11/07/2012	STREETS	101.43.5200.443.60016	5.35
TRACTOR SUPPLY CREDIT PLAN	10/29/12	11/07/2012	STREETS	101.43.5200.443.60016	8.56
TRUGREEN	402549	10/31/2012	6005159433	101.44.6000.451.60035	217.49
TRUGREEN	402550	10/31/2012	6005159434	101.44.6000.451.60035	217.49
TRUGREEN	402552	10/31/2012	6005159480	101.44.6000.451.60035	43.50
TRUGREEN	402555	10/31/2012	6005159483	101.44.6000.451.60035	173.99
TRUGREEN	402557	10/31/2012	6005159485	101.44.6000.451.60035	87.00
TRUGREEN	402560	10/31/2012	6005159488	101.44.6000.451.60035	87.00
TRUGREEN	402561	10/31/2012	6005159489	101.44.6000.451.60035	43.50
TRUGREEN	11/2/12	11/07/2012	6005159484	101.44.6000.451.60035	130.49
TWIN CITIES OCCUPATIONAL HEALTH PC	101973924	10/24/2012	N26-1251001592	101.41.1100.413.30500	382.00
TWIN CITIES OCCUPATIONAL HEALTH PC	101976852	10/31/2012	N26-1251001592	101.41.1100.413.30500	327.00
TWIN CITY SEED COMPANY	29075	11/07/2012	OVERSEEDING MIXTURE	101.44.6000.451.60016	2,490.19
U OF M - CCE REGISTRATION	10/17	10/24/2012	APWA MN FALL CONFERENCE	101.43.5000.441.50080	235.00
U OF M - CCE REGISTRATION	10/2/12	10/17/2012	STORM WATER EDUCATION	101.43.5200.443.50080	75.00
U OF M - WDCP	10/23	10/24/2012	ANNUAL WETLAND CONF LAND USE BASEI	101.43.5100.442.50080	40.00
UNITED WAY	PR 10/19	10/24/2012	PLEDGE	101.203.2031300	160.00
UNITED WAY	INV0014887	11/02/2012	UNITED WAY	101.203.2031300	160.00
UNIVERSITY NATIONAL BANK	P R10/19	10/24/2012	S. HER, GARNISH	101.203.2031900	421.83
UNIVERSITY NATIONAL BANK	INV0014870	11/02/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	477.06
US BANK	10/30/12	11/01/2012	DCC WIRE PMT	101.42.4000.421.70530	6,379.17
US BANK	11/1/12	11/01/2012	NOV 1 DCC WIRE PMT	101.42.4000.421.70530	6,379.17
VANDERHEYDEN LAW OFFICE, P.A.	PR 10/19	10/24/2012	B. HENDEL, GARNISH	101.203.2031900	369.67
VANDERHEYDEN LAW OFFICE, P.A.	INV0014834	11/02/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	355.71
WACONIA FARM SUPPLY	76719	10/31/2012	30035	101.44.6000.451.60016	85.97
WAGNER'S SOD CO, INC	12-3058	10/31/2012	PARKS DEPT	101.44.6000.451.40047	8.53
WAL-MART - IGH	0005857	10/31/2012	6032202530257113	101.42.4000.421.60065	99.44
WEBER, JOE	10/23	11/07/2012	MILEAGE	101.42.4200.423.50065	176.49
XCEL ENERGY	342971209	10/31/2012	51-4779167-3	101.42.4200.423.40010	1,100.76
XCEL ENERGY	342971209	10/31/2012	51-4779167-3	101.42.4200.423.40010	139.30
XCEL ENERGY	10/2/12 342069684	10/31/2012	51-5279113-0	101.43.5200.443.40020	378.45
XCEL ENERGY	10/2/12 342069684	10/31/2012	51-5279113-0	101.43.5400.445.40020	5,930.85
XCEL ENERGY	10/3/12342269944	10/03/2012	51-6435129-1	101.43.5400.445.40020	(468.42)
XCEL ENERGY	3429796258	10/24/2012	51-5185446-3	101.42.4000.421.40042	39.64
XCEL ENERGY	10/19 342245545	10/31/2012	51-0361045-7	101.43.5400.445.40020	158.60
XCEL ENERGY	10/19 34375718	10/31/2012	51-8394358-2	101.43.5400.445.40020	58.08
XCEL ENERGY	10/19 344390941	10/31/2012	51-9359857-3	101.43.5400.445.40020	236.76
XCEL ENERGY	10/22 344526408	10/31/2012	51-7094669-1	101.43.5400.445.40020	61.35
ZIEGLER INC	K3205801	10/31/2012	4069900	101.43.5200.443.40050	2,892.38
Fund: 101 - GENERAL FUND					**601,037.72**
BENGTSON, NICOLE	JULY-OCT	11/07/2012	MISC EXPENSES	201.44.1600.465.60010	2.13
BENGTSON, NICOLE	JULY-OCT	11/07/2012	MISC EXPENSES	201.44.1600.465.50065	145.37
BENGTSON, NICOLE	JULY-OCT	11/07/2012	MISC EXPENSES	201.44.1600.465.50075	20.08
RIVER HEIGHTS CHAMBER OF COMMERCE	2831	11/07/2012	ADM SVC OCT	201.44.1600.465.40065	200.00
RIVER HEIGHTS CHAMBER OF COMMERCE	2831	11/07/2012	ADM SVC	201.44.1600.465.30700	1,666.67
Fund: 201 - C.V.B. FUND					**2,034.25**
BIGGS ANTHONY	10/2/12	10/17/2012	RELACEMENT CHECK 71719 9/28/2005	204.228.2280100	50.00
BIKE KING	110112124919	11/07/2012	BIKE HELMETS	204.44.6100.452.60009	360.00
EAGAN WAVE SOCCER CLUB	FIH-003	11/07/2012	IGH REC SOCCER	204.44.6100.452.30700	312.00
ELISSA GOSKESON	10/30/12	11/07/2012	EXPENSES SPARKS DAY	204.44.6100.452.60009	8.85
FIRST IMPRESSION GROUP, THE	49518	10/24/2012	BETHANY ADAMS	204.44.6100.452.50030	3,054.78
FIRST IMPRESSION GROUP, THE	49947	10/24/2012	BETHANY ADAMS	204.44.6100.452.50030	292.84
LISA LYNN CONSULTING	PROFESSIONAL COACHI	11/07/2012	REC DEPT	204.44.6100.452.50080	125.00
LORENCE, MICHELE	10/16/12	10/24/2012	UNABLE TO ATTEND DUE TO ILLNESS	204.44.6100.452.30700	8.00
MAXIMUM SOLUTIONS	13546	11/07/2012	VMCC	204.44.6100.452.50080	218.75
MAXIMUM SOLUTIONS	13584	11/07/2012	VMCC	204.44.6100.452.40044	1,951.12
MINNESOTA UI FUND	DOC ID 8080492 3RD Q	10/24/2012	ACCT 07978414	204.44.6100.452.20700	12.96
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	204.44.6100.452.60009	43.14
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	204.44.6100.452.60009	1.51

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	204.207.2070300	470.17
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	204.44.6100.452.60009	11.89
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	204.44.6100.452.20620	63.62
MROZINSKI CLINTON	PR 10/19/12	10/19/2012	PR 10/19/12	204.44.6100.452.10300	101.49
MROZINSKI CLINTON	PR 11/2/12	11/02/2012	PR 11/2/12	204.44.6100.452.10300	45.63
OFFICEMAX INC	099484	11/07/2012	GROVE	204.44.6100.452.60010	18.88
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	204.44.6100.452.30550	13.09
ORIENTAL TRADING COMPANY, INC.	653720684-01	11/07/2012	GROVE	204.44.6100.452.60009	131.70
QUALITY SOUNDS ENTERTAINMENT & EVENT P	10/5/12	10/24/2012	PARK & REC	204.44.6100.452.30700	300.00
SAM'S CLUB	10/23/12	11/07/2012	REC	204.44.6100.452.60009	80.73
SAM'S CLUB	10/23/12	11/07/2012	REC	204.44.6100.452.60009	9.62
SAM'S CLUB	10/23/12	11/07/2012	REC	204.44.6100.452.60009	39.09
SAM'S CLUB	10/23/12	11/07/2012	REC	204.44.6100.452.60009	8.97
SHOREVIEW COMMUNITY CENTER	630456	11/07/2012	3552	204.44.6100.452.50090	111.15
TAHO SPORTSWEAR	12TA1219	11/07/2012	PARK & REC	204.44.6100.452.60045	162.90
TAHO SPORTSWEAR	12TA1700	11/07/2012	PARK & REC	204.44.6100.452.60045	142.74
TWIN CITIES INFLATABLES, INC.	2348	10/31/2012	PARK & REC	204.44.6100.452.30700	203.06
Fund: 204 - RECREATION FUND					**8,353.68**
ACE PAINT & HARDWARE	513518/5	10/24/2012	501226	205.44.6200.453.60016	48.02
ACE PAINT & HARDWARE	513527/5	10/12/2012	501126	205.44.6200.453.60016	(32.00)
ACE PAINT & HARDWARE	513585/5	10/31/2012	501126	205.44.6200.453.60012	6.46
ACE PAINT & HARDWARE	513585/5	10/31/2012	501126	205.44.6200.453.60012	6.46
ACE PAINT & HARDWARE	513658/5	10/31/2012	501126	205.44.6200.453.60011	8.01
ACE PAINT & HARDWARE	513658/5	10/31/2012	501126	205.44.6200.453.60011	8.00
AMERICAN RED CROSS - HEALTH & SAFETY SER	10152512	10/31/2012	23193-1160008AQU	205.44.6200.453.50070	783.00
APEC	118090	11/07/2012	VMCC	205.44.6200.453.60016	86.87
BARCO PRODUCTS COMPANY	10120150	11/07/2012	PARKS	205.44.6200.453.60040	560.59
BARCO PRODUCTS COMPANY	10120150	11/07/2012	PARKS	205.44.6200.453.60040	560.59
BECKER ARENA PRODUCTS, INC.	00091132	10/24/2012	VMCC	205.44.6200.453.40040	973.63
CHARTIER TRACY	PR 10-19-12	10/19/2012	PR 10-19-12	205.44.6200.453.10300	33.02
COMCAST	10/12/12 8772105910	10/31/2012	8772105910127188	205.44.6200.453.50070	270.49
DAKOTA GLASS & GLAZING INC	2012603	10/31/2012	VMCC	205.44.6200.453.40040	447.00
DUPPONG VICKI	10/23/12	10/31/2012	SWITCHED CLASSES	205.44.0000.3493501	10.00
FIRST IMPRESSION GROUP, THE	49518	10/24/2012	BETHANY ADAMS	205.44.6200.453.50030	4,897.33
FIRST IMPRESSION GROUP, THE	49947	10/24/2012	BETHANY ADAMS	205.44.6200.453.50030	439.25
GRAINGER	9951156554	10/31/2012	806460150	205.44.6200.453.40040	601.36
GRAINGER	9954736584	10/31/2012	806460150	205.44.6200.453.60011	44.63
GRAINGER	9954736584	10/31/2012	806460150	205.44.6200.453.60011	44.63
HILLYARD INC	6000454605	11/07/2012	2704089	205.44.6200.453.60011	530.31
HILLYARD INC	6000454605	11/07/2012	2704089	205.44.6200.453.60011	530.32
HOME DEPOT CREDIT SERVICES	10/8/12 6035322017	10/31/2012	6035322017128343	205.44.6200.453.60016	22.42
HOME DEPOT CREDIT SERVICES	10/8/12 6035322017	10/31/2012	6035322017128343	205.44.6200.453.60016	104.13
HUEBSCH SERVICES	2967319	11/07/2012	COMMUNITY CNTR	205.44.6200.453.40040	17.24
HUEBSCH SERVICES	2967319	11/07/2012	COMMUNITY CNTR	205.44.6200.453.40040	108.66
KIMBALL MIDWEST	2662194	10/31/2012	226819	205.44.6200.453.60012	108.13
KIMBALL MIDWEST	2662194	10/31/2012	226819	205.44.6200.453.60012	108.14
MAXIMUM SOLUTIONS	13542	10/31/2012	VMCC	205.44.6200.453.60065	574.95
MAXIMUM SOLUTIONS	13546	11/07/2012	VMCC	205.44.6200.453.50080	218.75
MAXIMUM SOLUTIONS	13584	11/07/2012	VMCC	205.44.6200.453.40044	1,951.13
METRO GROUP INC, THE	PI 334417	11/07/2012	INV330-00	205.44.6200.453.60016	1,766.00
MINNESOTA UI FUND	DOC ID 8080492 3RD Q	10/24/2012	ACCT 07978414	205.44.6200.453.20700	549.51
MINNESOTA UI FUND	DOC ID 8080492 3RD Q	10/24/2012	ACCT 07978414	205.44.6200.453.20700	101.46
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	205.44.6200.453.50025	19.05
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	205.44.6200.453.60040	8.76
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	205.207.2070300	5,840.69
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	205.44.6200.453.20620	22.30
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	205.44.6200.453.20620	12.58
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	205.44.6200.453.20620	12.58
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	205.44.6200.453.20620	19.96
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	205.44.6200.453.20620	22.30
MROZINSKI CLINTON	PR 10/19/12	10/19/2012	PR 10/19/12	205.44.6200.453.10300	83.03
MROZINSKI CLINTON	PR 11/2/12	11/02/2012	PR 11/2/12	205.44.6200.453.10300	27.96
NAC MECHANICAL & ELECTRICAL SERVICE	85716	10/31/2012	8712-1	205.44.6200.453.80800	143,794.16
NAC MECHANICAL & ELECTRICAL SERVICE	85837	10/31/2012	8712-1	205.44.6200.453.40040	223.75
NAC MECHANICAL & ELECTRICAL SERVICE	85952	11/07/2012	8712-1	205.44.6200.453.40040	2,837.19
NAC MECHANICAL & ELECTRICAL SERVICE	85953	11/07/2012	8712-1	205.44.6200.453.40040	212.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NAC MECHANICAL & ELECTRICAL SERVICE	86052	11/07/2012	8712-1	205.44.6200.453.40040	817.48
NAC MECHANICAL & ELECTRICAL SERVICE	86053	11/07/2012	8712-1	205.44.6200.453.40040	1,850.58
OFFICEMAX INC	099484	11/07/2012	GROVE	205.44.6200.453.60065	13.43
ONE SOURCE FITNESS LLC	13555	10/31/2012	THE GROVE	205.44.6200.453.80800	3,227.63
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	205.44.6200.453.30550	5.66
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	205.44.6200.453.30550	5.65
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	205.44.6200.453.30550	5.64
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	205.44.6200.453.30550	28.23
ORIENTAL TRADING COMPANY, INC.	653720684-01	11/07/2012	GROVE	205.44.6200.453.60065	85.30
PREMIER ELECTRICAL CORPORATION	56425	11/07/2012	RICK ROACH	205.44.6200.453.40040	743.00
PUSH PEDAL PULL	0022126	10/31/2012	36-3603615	205.44.6200.453.40042	730.00
R & R SPECIALTIES OF WI, INC.	0050894-IN	10/31/2012	IGHVET	205.44.6200.453.40042	52.00
ROACH, RICK	10/31/12	11/07/2012	PARK & REC	205.44.6200.453.50065	52.11
SAM'S CLUB	10/23/12	11/07/2012	REC	205.44.6200.453.60065	18.51
SHERWIN-WILLIAMS	0663-4	10/31/2012	OE0101791Q3096	205.44.6200.453.80300	521.43
SHERWIN-WILLIAMS	0914-1	10/31/2012	6682-5453-5	205.44.6200.453.80300	472.21
SIMLEY SWIM & DIVE BOOSTER CLUB	10/29	10/31/2012	2012-2013 AD ON POSTER	205.44.6200.453.50025	100.00
SWAGGER, CHE	4/8/12	10/31/2012	TAI CHI WORKSHOP	205.44.6200.453.50070	20.60
THATCHER POOLS & SPAS	TV201210-08	10/24/2012	RECREATION SUPERINTENDENT	205.44.6200.453.60016	1,074.99
TOTAL CONSTRUCTION & EQUIP.	55417	11/07/2012	CIT001	205.44.6200.453.30700	139.17
TRACTOR SUPPLY CREDIT PLAN	88437	10/24/2012	THE GROVE	205.44.6200.453.60016	26.00
VETERAN'S MEMORIAL & GROVE COMM CTR	11/1/12	11/07/2012	PETTY CASH	205.100.1010400	1,500.00
Fund: 205 - COMMUNITY CENTER					**181,115.17**
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	290.45.3000.419.30420	2,848.00
Fund: 290 - EDA					**2,848.00**
GREAT RIVER GREENING	2015	11/07/2012	HERITAGE VILL PARK	402.44.6000.451.30700	2,000.00
WSB & ASSOCIATES, INC.	3-A	10/31/2012	PROFESSIONAL SVC 9-1-9-30	402.44.6000.451.30700	987.50
Fund: 402 - PARK ACQ. & DEV. FUND					**2,987.50**
BKV GROUP, INC.	9/30/12 PROJ 1643.01	11/07/2012	PROJ 1643.01 IGH CITY HALL & POLICE STA	428.72.5900.728.30200	36,209.91
KENNEDY & GRAVEN	10/15	10/24/2012	NV125-00045 CITY HALL CONSTRUCITION	428.72.5900.728.30420	7,201.80
MCGHIE BETTS, INC	21821	10/24/2012	N0165	428.72.5900.728.70600	2,068.00
Fund: 428 - 2008 IMPROVEMENT FUND					**45,479.71**
EMMONS & OLIVIER RESOURCES	00095-0027-15	10/31/2012	JOB 00095-0027 IGH REGIONAL BASIN CON	429.72.5900.729.30300	424.01
EMMONS & OLIVIER RESOURCES	00095-0027-16	10/31/2012	JOB 00095-0027 IGH REGIONAL BASIN CON	429.72.5900.729.30300	1,803.71
EMMONS & OLIVIER RESOURCES	00095-0027-17	10/31/2012	0095-0027 IGH REGIOAN BASIS CONSTRUC	429.72.5900.729.30300	1,778.64
EMMONS & OLIVIER RESOURCES	00095-0027-18	10/31/2012	JOB 00095-0027 IGH REGIONAL BASIN CON	429.72.5900.729.30300	318.87
LILLIE SUBURBAN NEWSPAPERS	9/30/12	10/24/2012	001363	429.72.5900.729.50025	218.75
Fund: 429 - 2009 IMPROVEMENT FUND					**4,543.98**
FIRE SAFETY USA	55976	11/07/2012	FIRE	431.73.5900.731.60040	690.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	431.73.5900.731.30420	1,213.50
MAX STEININGER, INC.	PAY VOUCHER NO 3	11/07/2012	CITY PROJECT NO 2011-21-66	431.73.5900.731.80300	25,773.09
MAX STEININGER, INC.	PAY VOUCHER NO 3A	11/07/2012	CITY PROJECT NO 2011-08	431.73.5900.731.80300	52,732.22
METZEN APPRAISALS	11/5/12	11/07/2012	ORCHARD TRAIL DEVELOP	431.73.5900.731.30700	1,200.00
TOTAL CONSTRUCTION & EQUIP.	55416	11/07/2012	CIT001	431.73.5900.731.30700	278.34
Fund: 431 - 2011 IMPROVEMENT FUND					**81,887.15**
ALBRECHT ENTERPRISES LLC	10027077	11/07/2012	CITY16	432.73.5900.732.80300	6,231.60
DAKOTA CTY SOIL & WATER	2316	10/24/2012	2012	432.73.5900.732.30700	2,535.00
JUST RITE CONST INC	485057	11/07/2012	SKYVIEW PK	432.73.5900.732.80300	500.00
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	432.73.5900.732.50030	3.30
Fund: 432 - 2012 IMPROVEMENT FUND					**9,269.90**
AMERICAN ENGINEERING TESTING, INC.	56136	10/24/2012	INV001	440.74.5900.740.30340	9,798.40
BOLTON & MENK, INC.	0150739	10/24/2012	PROJ T18.103889	440.74.5900.740.30300	16,767.50
EMMONS & OLIVIER RESOURCES	000095-0023-24	10/24/2012	HERITAGE VILLAGE PK STABILIZATION PHA	440.74.5900.740.30300	416.50
FAHRNER ASPHALT SEALERS LLC	PAY VOUCHER NO 2	11/07/2012	COTU [RPKECT MP 2012-09A	440.74.5900.740.40046	38,743.52
FRIEDGES CONTRACTING INC.	PAY VOUCHER #5	10/24/2012	PROJECT #2012-09D-URBAN STREET	440.74.5900.740.30300	669,691.19
GOODPOINTE TECHNOLOGY, INC.	130129718	10/24/2012	2012 PCI PAVEMENT CONDION SURVEY	440.74.5900.740.30300	4,935.00
GOODPOINTE TECHNOLOGY, INC.	130129723	10/24/2012	2012 PCI PAVEMENT CONDITION SURVEY	440.74.5900.740.30300	3,360.50
INFRATECH	PR12711	10/24/2012	BARRY U	440.74.5900.740.30700	2,505.00
STATE OF MN - DEPT. OF TRANS.	P00000760	11/07/2012	0000001298	440.74.5900.740.30700	150.06
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**746,367.67**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES	170664	10/24/2012	MN STORMWATER COALITION CONTRIBUT	441.74.5900.741.30300	1,240.00
Fund: 441 - STORM WATER MANAGEMENT					**1,240.00**
EMMONS & OLIVIER RESOURCES	00095-0034-3	10/31/2012	JOB 00095-0034 IGH 2012 DEVELOPMENT	446.74.5900.746.30300	163.04
EMMONS & OLIVIER RESOURCES	00095-0027-15	10/31/2012	JOB 00095-0027 IGH REGIONAL BASIN CON	446.74.5900.746.30300	424.01
EMMONS & OLIVIER RESOURCES	00095-0034-5	10/31/2012	JOB 00095-0034 IGH DEVELOP REVIEW ASS	446.74.5900.746.30300	104.53
EMMONS & OLIVIER RESOURCES	00095-0027-16	10/31/2012	JOB 00095-0027 IGH REGIONAL BASIN CON	446.74.5900.746.30300	1,803.72
EMMONS & OLIVIER RESOURCES	00095-0035-6	10/31/2012	IGH 2012 CONST OBSERV	446.74.5900.746.30300	148.98
EMMONS & OLIVIER RESOURCES	00095-0027-17	10/31/2012	0095-0027 IGH REGIOAN BASIS CONSTRUC	446.74.5900.746.30300	1,778.63
EMMONS & OLIVIER RESOURCES	00095-0027-18	10/31/2012	JOB 00095-0027 IGH REGIONAL BASIN CON	446.74.5900.746.30300	318.88
EMMONS & OLIVIER RESOURCES	00095-0035-9	10/31/2012	JOB 000095-0035 IGH 2012 CONSTRUCITO	446.74.5900.746.30300	114.16
WSB & ASSOCIATES, INC.	4B	10/31/2012	PROJ. 02108-000	446.74.5900.746.30300	2,820.75
WSB & ASSOCIATES, INC.	9/21/12 4	10/24/2012	PROJ #02108-000	446.74.5900.746.30300	411.00
WSB & ASSOCIATES, INC.	10/17/12 5	10/24/2012	PROJ #02108-000	446.74.5900.746.30300	445.00
Fund: 446 - NW AREA					**8,532.70**
BITUMINOUS ROADWAYS, INC.	20104	10/24/2012	35280	451.75.5900.751.80300	95,050.05
DAKOTA CTY WATER RESOURCES	9/5/12	10/31/2012	REGISTERED WELL USE PERMIT FEES	451.75.5900.751.30700	300.00
Fund: 451 - HOST COMMUNITY FUND					**95,350.05**
ADVISORS REALTY	11/5/12	11/07/2012	8120 CASPER E OVERPAYMENT UP	501.50.7100.512.70600	70.37
AUTOMATIC SYSTEMS CO.	25744S	10/24/2012	INVE01	501.50.7100.512.40040	120.00
AUTOMATIC SYSTEMS CO.	25774S	10/24/2012	INVE01	501.50.7100.512.40042	15,162.36
AUTOMATIC SYSTEMS CO.	25784S	10/31/2012	200012	501.50.7100.512.40042	597.04
AUTOMATIC SYSTEMS CO.	25795S	10/31/2012	INVE01	501.50.7100.512.40042	107.84
BUTLER BROTHERS ENTERPRISES INC	11/6/12	11/07/2012	BUTLER BROS #1213 HYDRANT PERMIT REI	501.207.2070300	(22.68)
BUTLER BROTHERS ENTERPRISES INC	11/6/12	11/07/2012	BUTLER BROS #1213 HYDRANT PERMIT REI	501.50.0000.3813000	(318.30)
GOODIN COMPANY	02952549-00	10/31/2012	1001619	501.50.7100.512.60040	70.66
HACH COMPANY	7989489	10/31/2012	LARRY BLURTON	501.50.7100.512.60019	969.41
HD SUPPLY WATERWORKS LTD	5650354	10/31/2012	099872	501.50.7100.512.75500	711.74
HD SUPPLY WATERWORKS LTD	5844921	10/31/2012	099872	501.50.7100.512.75500	1,463.72
HOME DEPOT CREDIT SERVICES	10/12/1260353225026	10/31/2012	6035322502691268	501.50.7100.512.60016	197.06
INTERSTATE POWER SYSTEMS, INC.	C001079670-01	10/31/2012	1368	501.50.7100.512.40040	121.06
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	501.207.2070200	9,147.49
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	501.207.2070300	8.60
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	501.50.7100.512.20620	52.37
MN PIPE & EQUIPMENT	0289066	11/07/2012	2195	501.50.7100.512.60016	1,232.38
MN PIPE & EQUIPMENT	0291566	10/24/2012	2195	501.50.7100.512.40043	2,195.96
MN PIPE & EQUIPMENT	0291604	10/24/2012	2195	501.50.7100.512.40043	723.71
MOTOR PARTS SERVICE CO.	8/17/12	10/24/2012	122209	501.50.7100.512.60016	16.06
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	501.50.7100.512.30550	23.43
PIEKARSKI-KRECH, ROSEMARY	11/6/12	11/07/2012	#1204 HYDRANT PERMIT REFUND	501.207.2070300	(5.34)
PIEKARSKI-KRECH, ROSEMARY	11/6/12	11/07/2012	#1204 HYDRANT PERMIT REFUND	501.50.0000.3813000	(75.00)
SPRIGGS PLUMBING & HEATING	2399C	10/24/2012	CINVERGR	501.50.7100.512.40040	194.00
SPRIGGS PLUMBING & HEATING	2254J	10/31/2012	LARRY BLURTON	501.50.7100.512.40040	3,265.00
UPS	0000V4650V422	10/31/2012	PUBLIC WORKS	501.50.7100.512.60016	26.53
YOCUM OIL COMPANY, INC.	518870	10/31/2012	502860	501.50.7100.512.40040	3,324.13
Fund: 501 - WATER UTILITY FUND					**39,379.60**
METROPOLITAN COUNCIL	0001002496	11/07/2012	5084 1ST NXT MO	502.51.7200.514.40015	120,470.15
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	502.51.7200.514.20620	36.98
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	502.51.7200.514.30550	15.62
PIPELINE ANALYTICS, LLC	9/17/12	10/24/2012	17151	502.51.7200.514.30700	1,500.00
Fund: 502 - SEWER UTILITY FUND					**122,022.75**
ACE PAINT & HARDWARE	511748	11/07/2012	501126	503.52.8500.526.60065	20.00
ACE PAINT & HARDWARE	513613/5	10/24/2012	501126	503.52.8400.525.40041	9.07
ARAMARK REFRESHMENT SERVICES	79097	10/24/2012	48128	503.52.8300.524.76100	114.50
ARCTIC GLACIER, INC.	460229011	10/24/2012	1726134	503.52.8300.524.60065	66.24
ARCTIC GLACIER, INC.	385229801	10/31/2012	1726134	503.52.8300.524.60065	34.12
BERGERSON-CASWELL INC	14677	11/07/2012	INVERWOOD	503.52.8600.527.40050	1,350.00
COCA COLA BOTTLING COMPANY	0168483138	10/24/2012	GOLF COURSE	503.52.8300.524.76100	125.35
COVERALL OF THE TWIN CITIES INC	7070183284	11/07/2012	707-2469	503.52.8500.526.40040	1,124.81
CUSHMAN MOTOR COMPANY INC	158258	10/31/2012	C0644	503.52.8100.522.40042	118.27
CUSHMAN MOTOR COMPANY INC	158690	11/07/2012	C0644	503.52.8600.527.40042	34.54
DAKOTA ELECTRIC ASSOCIATION	10/25/12 201360/5	11/07/2012	201360/5	503.52.8600.527.40020	202.44
DEX MEDIA EAST	10/20/12	10/31/2012	110360619	503.52.8500.526.50025	176.48
G & K SERVICES	1182878983	10/31/2012	17194	503.52.8600.527.60045	99.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
G & K SERVICES	1182145428	10/31/2012	17194	503.52.8600.527.60045	99.45
G & K SERVICES	1182178636	10/24/2012	0012446	503.52.8600.527.60045	99.45
G & K SERVICES	1182189680	10/31/2012	P O #17194	503.52.8600.527.60045	99.45
G & K SERVICES	1182200671	10/31/2012	17194	503.52.8600.527.60045	99.45
G & K SERVICES	1182211771	11/07/2012	GOLF	503.52.8600.527.60045	99.45
GRAINGER	9953070761	10/24/2012	855256939	503.52.8500.526.60065	56.86
GRANDMA'S BAKERY	279201	10/24/2012	GOLF COURSE	503.52.8300.524.76050	21.29
GRANDMA'S BAKERY	280078	10/24/2012	GOLF COURSE	503.52.8300.524.76050	21.30
GRANDMA'S BAKERY	280352	10/24/2012	GOLF COURSE	503.52.8300.524.76050	21.30
GRANDMA'S BAKERY	280679	10/24/2012	GOLD COURSE	503.52.8300.524.76050	18.41
GRANDMA'S BAKERY	281899	10/31/2012	GOLF COURSE	503.52.8300.524.76050	24.16
GRANDMA'S BAKERY	282795	10/31/2012	GOLF COURSE	503.52.8300.524.76050	21.26
LAGE TIM	10/31/12	10/31/2012	PARTS FOR SMALL MOWERS	503.52.8600.527.40042	67.15
LAKE ELMO SOD FARM, LLC	15300	10/31/2012	GOLF COURSE	503.52.8600.527.60020	303.17
LAWSON PRODUCTS, INC.	9300726700	10/31/2012	10092625	503.52.8600.527.40042	288.69
LEITNER COMPANY	208385	11/07/2012	GOLF	503.52.8600.527.60020	438.83
MENARDS - WEST ST. PAUL	7295	11/07/2012	30170265	503.52.8600.527.60020	63.70
MENARDS - WEST ST. PAUL	7607	11/07/2012	30170265	503.52.8600.527.60020	21.31
MINNESOTA UI FUND	DOC ID 8080492 3RD Q	10/24/2012	ACCT 07978414	503.52.8000.521.20700	59.88
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	503.207.2070300	13,272.24
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	503.52.8500.526.20620	23.87
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	503.52.8000.521.20620	23.86
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	503.52.8600.527.20620	44.97
NAPA OF INVER GROVE HEIGHTS	315735	11/07/2012	GOLF COURSE	503.52.8600.527.60022	77.07
NAPA OF INVER GROVE HEIGHTS	316292	11/07/2012	GOLF	503.52.8600.527.40042	19.51
NAPA OF INVER GROVE HEIGHTS	316750	11/07/2012	GOLF	503.52.8600.527.40042	221.93
NAPA OF INVER GROVE HEIGHTS	316754	11/07/2012	GOLF	503.52.8600.527.60022	38.92
NAPA OF INVER GROVE HEIGHTS	317538	11/07/2012	GOLF	503.52.8600.527.60012	17.27
NAPA OF INVER GROVE HEIGHTS	317801	11/07/2012	GOLF	503.52.8600.527.60020	32.01
NATURE CALLS, INC.	16184	10/24/2012	INVER WOOD	503.52.8600.527.40065	69.38
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	503.52.8500.526.30550	8.30
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	503.52.8600.527.30550	19.60
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	503.52.8000.521.30550	5.65
SCHAEFFER MFG CO	HV2007-INV1	10/24/2012	2237881	503.52.8600.527.60022	931.15
US FOODSERVICE	3351548	10/24/2012	332785	503.52.8300.524.60065	45.22
US FOODSERVICE	3351548	10/24/2012	332785	503.52.8300.524.76050	175.20
WINFIELD SOLUTIONS, LLC	000058190296	10/31/2012	07884532	503.52.8600.527.60035	4,719.64
WINFIELD SOLUTIONS, LLC	000058200390	10/31/2012	07884532	503.52.8600.527.60035	2,210.57
XCEL ENERGY	10/22/12 344505459	10/31/2012	51-5877511-0	503.52.8600.527.40020	19.31
Fund: 503 - INVER WOOD GOLF COURSE					**27,375.50**
LEAGUE OF MN CITIES INS TRUST	23865	11/07/2012	9-01-12- 9-01-13	602.00.2100.415.50009	90,663.75
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	602.00.2100.415.20620	2.17
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	602.00.2100.415.30550	0.21
Fund: 602 - RISK MANAGEMENT					**90,666.13**
ACE PAINT & HARDWARE	512725/5	11/07/2012	FIRE	603.00.5300.444.40041	91.39
ACE PAINT & HARDWARE	513511/5	10/24/2012	501126	603.00.5300.444.60012	34.14
ACE PAINT & HARDWARE	513634/5	10/31/2012	501126	603.00.5300.444.40041	3.20
ACE PAINT & HARDWARE	513689/5	11/07/2012	501126	603.00.5300.444.40041	21.86
ACE PAINT & HARDWARE	508969	11/07/2012	STREETS	603.00.5300.444.60011	27.77
ACE PAINT & HARDWARE	512023	11/07/2012	STREETS	603.00.5300.444.60012	19.21
ALLSTATE PETERBILT NORTH	F-222860048	10/24/2012	14649	603.140.1450050	319.17
AMERICAN TEST CENTER	2123173	11/07/2012	FIRE	603.00.5300.444.40041	1,990.00
ARAMARK UNIFORM SERVICES	629-7602650	10/24/2012	15353001	603.00.5300.444.60045	38.14
ARAMARK UNIFORM SERVICES	629-7602650	10/24/2012	15353001	603.00.5300.444.40065	68.12
ARAMARK UNIFORM SERVICES	629-7607423	10/31/2012	15353001	603.00.5300.444.60045	24.97
ARAMARK UNIFORM SERVICES	629-7607423	10/31/2012	15353001	603.00.5300.444.40065	68.12
ARAMARK UNIFORM SERVICES	629-7612222	11/07/2012	PUBLIC WORKS	603.00.5300.444.40065	68.12
ARAMARK UNIFORM SERVICES	629-7612222	11/07/2012	PUBLIC WORKS	603.00.5300.444.60045	23.18
BOYER TRUCKS - PARTS DISTRIBUTION	680774	10/24/2012	C20390	603.00.5300.444.40041	25.06
BOYER TRUCKS - PARTS DISTRIBUTION	680774X1	10/24/2012	STREETS	603.00.5300.444.40041	251.23
CARQUEST OF MSP-ROSEMOUNT	1596-185303	10/31/2012	614420	603.00.5300.444.60012	28.20
CARQUEST OF MSP-ROSEMOUNT	1596-184990	10/24/2012	614420	603.00.5300.444.40041	14.94
CARQUEST OF MSP-ROSEMOUNT	1596-184823	10/24/2012	614420	603.140.1450050	45.18
CARQUEST OF MSP-ROSEMOUNT	1596-184881	10/24/2012	614420	603.00.5300.444.40041	14.99
CARQUEST OF MSP-ROSEMOUNT	1596-185069	10/24/2012	614420	603.140.1450050	57.41

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARQUEST OF MSP-ROSEMOUNT	1596-185080	10/24/2012	614420	603.00.5300.444.60040	48.88
CARQUEST OF MSP-ROSEMOUNT	1596-185086	10/24/2012	614420	603.00.5300.444.60012	19.64
CARQUEST OF MSP-ROSEMOUNT	1596-185092	10/24/2012	614420	603.00.5300.444.60012	7.51
CARQUEST OF MSP-ROSEMOUNT	1596-185302	10/31/2012	614420	603.00.5300.444.40041	119.88
CARQUEST OF MSP-ROSEMOUNT	1596-185406	10/31/2012	614420	603.00.5300.444.40041	7.01
CARQUEST OF MSP-ROSEMOUNT	1596-185426	10/31/2012	614420	603.00.5300.444.40041	176.43
CARQUEST OF MSP-ROSEMOUNT	1596-185436	10/31/2012	614420	603.00.5300.444.60012	6.87
CARQUEST OF MSP-ROSEMOUNT	1596-185468	10/31/2012	614420	603.00.5300.444.40041	16.93
CARQUEST OF MSP-ROSEMOUNT	1596-185484	10/31/2012	614420	603.140.1450050	7.37
CARQUEST OF MSP-ROSEMOUNT	1596-185484	10/31/2012	614420	603.00.5300.444.40041	2.27
CARQUEST OF MSP-ROSEMOUNT	1596-185507	10/31/2012	614420	603.00.5300.444.40041	18.25
CARQUEST OF MSP-ROSEMOUNT	1596-185555	11/07/2012	611420	603.00.5300.444.40041	4.70
CARQUEST OF MSP-ROSEMOUNT	1596-185558	11/07/2012	611420	603.00.5300.444.40041	82.19
CARQUEST OF MSP-ROSEMOUNT	1596-185572	10/31/2012	614420	603.00.5300.444.60012	9.55
CARQUEST OF MSP-ROSEMOUNT	1596-185573	10/31/2012	614420	603.140.1450050	31.16
CARQUEST OF MSP-ROSEMOUNT	1596185577	10/31/2012	614420	603.00.5300.444.40041	(119.88)
CARQUEST OF MSP-ROSEMOUNT	1596-185626	11/07/2012	614420	603.00.5300.444.40041	10.22
CARQUEST OF MSP-ROSEMOUNT	1596-185655	11/07/2012	614420	603.140.1450050	4.57
CARQUEST OF MSP-ROSEMOUNT	CM0000352	11/07/2012	614420	603.00.5300.444.40041	(85.21)
CARQUEST OF MSP-ROSEMOUNT	1596-185705	11/07/2012	614420	603.140.1450050	30.76
CARQUEST OF MSP-ROSEMOUNT	1596-185782	11/07/2012	614420	603.00.5300.444.60012	65.98
CARQUEST OF MSP-ROSEMOUNT	1596-185802	11/07/2012	614420	603.00.5300.444.40041	27.43
CARQUEST OF MSP-ROSEMOUNT	1596-185825	11/07/2012	614420	603.140.1450050	31.49
CARQUEST OF MSP-ROSEMOUNT	1596-185839	11/07/2012	614420	603.00.5300.444.40041	15.04
CARQUEST OF MSP-ROSEMOUNT	1596-185854	11/07/2012	614420	603.00.5300.444.60012	14.74
CFA SOFTWARE INC	11849	10/24/2012	9845	603.00.5300.444.50080	1,595.00
CRAWFORD DOOR SALES COMPANY	7853	10/24/2012	N30652	603.00.5300.444.40040	30.99
CUB FOODS	10/16/12	10/24/2012	POSTAGE BOOK STREETS	603.00.5300.444.60010	9.00
CUSTOM FIRE APPARATUS INC	14517	10/24/2012	RICK	603.00.5300.444.40041	320.10
DAKOTA CTY TECH COLLEGE	00101585	10/24/2012	STREETS	603.00.5300.444.50080	400.00
EDGE MARKETING	12670	10/24/2012	PUBLIC WORKS	603.00.5300.444.60045	372.37
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW102312-1	11/07/2012	RICK	603.00.5300.444.40041	116.03
FRAMING PLACE & GALLERY, THE	19154	11/07/2012	7179	603.00.5300.444.40040	56.23
FURY MOTORS INC	PRE-INVOICE	11/07/2012	STREETS	603.00.5300.444.40041	254.65
GOODIN COMPANY	02955945-00	10/31/2012	1001619	603.00.5300.444.40040	276.27
GRAINGER	9956227327	10/31/2012	855257697	603.00.5300.444.40041	22.90
HILLYARD INC	600442963	10/31/2012	285036	603.00.5300.444.60011	163.38
HOME DEPOT CREDIT SERVICES	10/12/12 6035322502(	11/07/2012	6035322502061959	603.00.5300.444.60045	74.76
INDELCO PLASTICS CORP	738396	11/07/2012	CIT075	603.00.5300.444.40040	33.17
INVER GROVE FORD	5098510	10/31/2012	SHOP	603.00.5300.444.40041	98.37
INVER GROVE FORD	5095872	11/07/2012	STREETS	603.00.5300.444.40041	30.01
INVER GROVE FORD	5098025	10/24/2012	RICK	603.00.5300.444.40041	11.35
INVER GROVE FORD	5099030	11/07/2012	STREETS	603.00.5300.444.40041	4.53
KIMBALL MIDWEST	2651684	10/24/2012	222006	603.00.5300.444.60012	107.99
KIMBALL MIDWEST	2662385	10/31/2012	222006	603.00.5300.444.60012	495.81
KIMBALL MIDWEST	2665813	11/07/2012	222006	603.00.5300.444.60012	42.71
KREMER SERVICES LLC	0000021070	10/24/2012	SLP469	603.00.5300.444.40041	100.24
KREMER SERVICES LLC	0000021275	10/31/2012	STREETS	603.00.5300.444.40041	414.90
L.T.G. POWER EQUIPMENT	160473	11/07/2012	5656	603.00.5300.444.40041	179.71
METRO JANITORIAL SUPPLY INC	11011816	11/07/2012	STREETS	603.00.5300.444.60011	100.26
METRO JANITORIAL SUPPLY INC	11011817	11/07/2012	RICK JACKSON	603.00.5300.444.60012	229.12
MN DEPT OF REVENUE	10/22/12	10/22/2012	SALES TAX	603.00.5300.444.60021	119.63
MN FALL EXPO	10/12/12	10/24/2012	STREETS	603.00.5300.444.50080	137.50
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	603.00.5300.444.20620	21.10
MTI DISTRIBUTING CO	868588-00	10/31/2012	RICK	603.00.5300.444.40041	66.66
NAPA OF INVER GROVE HEIGHTS	312405	11/07/2012	FIRE	603.00.5300.444.40041	181.04
NAPA OF INVER GROVE HEIGHTS	317802	10/25/2012	REHAB TRAILER	603.00.5300.444.40041	229.21
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	603.00.5300.444.30550	6.65
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	603.00.5300.444.60016	12.00
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	603.00.5300.444.50070	12.00
POMP'S TIRE SERVICE, INC.	C577033267	10/24/2012	450000279	603.00.5300.444.40041	93.04
POMP'S TIRE SERVICE, INC.	10/22	10/31/2012	RICK	603.00.5300.444.40041	816.65
POMP'S TIRE SERVICE, INC.	11/1/12	11/07/2012	4502557	603.140.1450050	1,378.05
PUMP AND METER SERVICE INC	18358-19344SO	10/31/2012	494500	603.00.5300.444.40040	184.63
SOUTH EAST TOWING	180550	10/31/2012	PUBLIC WORKS	603.00.5300.444.40041	106.88
TOTAL CONSTRUCTION & EQUIP.	55313	11/07/2012	CIT001	603.00.5300.444.40040	245.70
TOTAL CONSTRUCTION & EQUIP.	55314	11/07/2012	CIT01	603.00.5300.444.40040	597.46

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOTAL CONSTRUCTION & EQUIP.	55418	11/07/2012	CIT001	603.00.5300.444.40040	231.95
TOTAL CONSTRUCTION & EQUIP.	55421	11/07/2012	CIT001	603.00.5300.444.40040	516.26
TOTAL CONSTRUCTION & EQUIP.	55422	11/07/2012	CIT001	603.00.5300.444.40040	54.64
TOXALERT INTERNATIONAL INC	15887	10/31/2012	RICK JACKSON	603.00.5300.444.40040	870.50
XCEL ENERGY	10/2/12 342069684	10/31/2012	51-5279113-0	603.00.5300.444.40010	72.55
XCEL ENERGY	10/2/12 342069684	10/31/2012	51-5279113-0	603.00.5300.444.40020	1,079.35
YOCUM OIL COMPANY, INC.	506152	08/29/2012	502860	603.140.1450060	5,758.56
YOCUM OIL COMPANY, INC.	520823	11/07/2012	502860	603.140.1450060	6,675.20
ZIEGLER INC	H888834013	10/24/2012	4069900	603.00.5300.444.40041	5,037.87
Fund: 603 - CENTRAL EQUIPMENT					**33,833.11**
COORDINATED BUSINESS SYSTEMS	CNINI00513, FCHG0083	10/24/2012	4502512	604.00.2200.416.40050	376.82
COORDINATED BUSINESS SYSTEMS, LTD	CNINC105078	10/31/2012	4502512	604.00.2200.416.40050	371.25
OFFICEMAX INC	099484	11/07/2012	GROVE	604.00.2200.416.60005	162.27
OFFICEMAX INC	099484	11/07/2012	GROVE	604.00.2200.416.60010	52.99
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	604.00.2200.416.60010	15.36
Fund: 604 - CENTRAL STORES					**978.69**
A. M. LEONARD	C112138741	10/31/2012	15157544	605.00.7500.460.60065	630.70
AMERICAN ENGINEERING TESTING, INC.	56176	10/24/2012	INV001	605.00.7500.460.30700	2,009.00
BROTHERS MFG	189077	10/31/2012	20273	605.00.7500.460.60011	47.62
HANCE UTILITY SERVICES INC	19161	10/24/2012	JIM SWEENEY	605.00.7500.460.30700	188.00
HILLYARD INC	600430886	10/24/2012	274069	605.00.7500.460.60011	407.61
HILLYARD INC	600451686	11/07/2012	274069	605.00.7500.460.60011	85.25
HOME DEPOT CREDIT SERVICES	10/12/12 6035322502(	11/07/2012	6035322502061959	605.00.7500.460.60011	135.89
HUEBSCH SERVICES	2960586	10/24/2012	10075	605.00.7500.460.40065	102.14
INTEGRA TELECOM	10205096	10/24/2012	645862	605.00.7500.460.50020	1,713.06
INTEGRA TELECOM	10227497	11/07/2012	CITY HALL	605.00.7500.460.50020	1,039.73
LONE OAK COMPANIES	10/29/12	10/29/2012	UTILITY BILLING	605.00.7500.460.50035	1,370.80
LOW VOLTAGE CONTRACTORS	PROP #5512-1-0	11/07/2012	LENEL & DVTEL SOFTWARE SUPPORT	605.00.7500.460.50070	8,016.00
LOW VOLTAGE CONTRACTORS	SOI.029753	10/31/2012	SCOTT O'DONNELL	605.00.7500.460.40040	595.00
M & J SERVICES, LLC	310	11/07/2012	ENG DEPT	605.00.7500.460.40040	35,022.85
MINNESOTA ELEVATOR, INC	256614	10/24/2012	B1530	605.00.7500.460.40040	226.00
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	605.00.7500.460.20620	8.51
MTI DISTRIBUTING CO	876915-00	11/07/2012	CITY HALL IRRIGATION	605.00.7500.460.40040	103.54
STREET FLEET	304732	10/24/2012	17498	605.00.7500.460.30700	30.07
TDS METROCOM	651-451-1944	10/24/2012	651-451-1944	605.00.7500.460.50025	259.96
USA MOBILITY WIRELESS INC	V0317493J	10/24/2012	0317493-5	605.00.7500.460.40065	4.96
XCEL ENERGY	10/2/12 342069684	10/31/2012	51-5279113-0	605.00.7500.460.40020	4,652.18
Fund: 605 - CITY FACILITIES					**56,648.87**
AT & T	287237771092X10122(	10/24/2012	287237771092	606.00.1400.413.50020	25.96
CDW GOVERNMENT INC	R306349	10/24/2012	2394832	606.00.1400.413.80610	242.75
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	606.00.1400.413.20620	20.36
OPTUMHEALTH	17296	10/17/2012	CITY OF INVER	606.00.1400.413.30550	6.65
US INTERNET	994409	10/24/2012	PATRICK MYLAN	606.00.1400.413.30700	220.00
Fund: 606 - TECHNOLOGY FUND					**515.72**
BUTLER BROTHERS ENTERPRISES INC	11/6/12	11/07/2012	BUTLER BROS #1213 HYDRANT PERMIT REI	702.229.2294300	1,000.00
CLERK OF COURT	201254403	11/07/2012	MARCUS NICHOLS	702.229.2291000	300.00
DAKOTA AWARDS INC	1210417	10/31/2012	IN23037	702.229.2290200	81.95
EARL F ANDERSEN INC	0100150-IN	10/24/2012	0004094	702.229.2284600	63.69
EARL F ANDERSEN INC	0100332-IN	10/24/2012	00004094	702.229.2284600	2,489.93
EARL F ANDERSEN INC	0100341-IN	10/24/2012	0004094	702.229.2284600	100.00
EMMONS & OLIVIER RESOURCES	00095-0034-3	10/31/2012	JOB 00095-0034 IGH 2012 DEVELOPMENT	702.229.2284600	212.50
EMMONS & OLIVIER RESOURCES	00095-0034-3	10/31/2012	JOB 00095-0034 IGH 2012 DEVELOPMENT	702.229.2284600	187.95
EMMONS & OLIVIER RESOURCES	00095-0034-3A	10/31/2012	JOB 00095-034 IGH 2012 DEVEL REVIEW A	702.229.2282200	442.24
EMMONS & OLIVIER RESOURCES	00095-0034-5	10/31/2012	JOB 00095-0034 IGH DEVELOP REVIEW ASS	702.229.2282200	681.25
EMMONS & OLIVIER RESOURCES	00095-0035-5	10/31/2012	JOB 00095-0035 IGH 2012 CONSTRUCTION	702.229.2284600	353.23
EMMONS & OLIVIER RESOURCES	00095-0035-5	10/31/2012	JOB 00095-0035 IGH 2012 CONSTRUCTION	702.229.2282200	16,232.37
EMMONS & OLIVIER RESOURCES	00095-0034-6	10/31/2012	JOB 00095-0034 IGH 2012 DEVELOP REIVE	702.229.2289901	1,187.20
EMMONS & OLIVIER RESOURCES	00095-0034-6	10/31/2012	JOB 00095-0034 IGH 2012 DEVELOP REIVE	702.229.2292200	1,559.25
EMMONS & OLIVIER RESOURCES	00095-0034-6	10/31/2012	JOB 00095-0034 IGH 2012 DEVELOP REIVE	702.229.2282200	1,910.71
EMMONS & OLIVIER RESOURCES	00095-0035-6	10/31/2012	IGH 2012 CONST OBSERV	702.229.2282200	78.75
EMMONS & OLIVIER RESOURCES	00095-0035-6	10/31/2012	IGH 2012 CONST OBSERV	702.229.2282200	2,327.23
EMMONS & OLIVIER RESOURCES	00095-0035-6	10/31/2012	IGH 2012 CONST OBSERV	702.229.2284600	58.55
EMMONS & OLIVIER RESOURCES	00095-0035-6	10/31/2012	IGH 2012 CONST OBSERV	702.229.2282200	2,194.82
EMMONS & OLIVIER RESOURCES	00095-0034-7	10/31/2012	JOB 00095-34 IGH 2012 DEVELOP REVIEW	702.229.2292200	217.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMMONS & OLIVIER RESOURCES	00095-0034-7	10/31/2012	JOB 00095-34 IGH 2012 DEVELOP REVIEW	702.229.2289901	1,093.75
EMMONS & OLIVIER RESOURCES	00095-0035-8	10/31/2012	00095-0035 IGH 2012 CONSTRUCTION OBS	702.229.2282200	3,052.00
EMMONS & OLIVIER RESOURCES	CM0000348	10/31/2012	JOB 00095-0035 IGH 2012 CONSTRUCTION	702.229.2282200	(5,000.00)
EMMONS & OLIVIER RESOURCES	00095-0034-8	10/31/2012	JOB 00095-0034 IGH 2012 DEVELOP REVIE	702.229.2289901	2,326.13
EMMONS & OLIVIER RESOURCES	00095-0035-9	10/31/2012	JOB 000095-0035 IGH 2012 CONSTRUCITO	702.229.2282200	3,106.73
EMMONS & OLIVIER RESOURCES	00095-0035-9	10/31/2012	JOB 000095-0035 IGH 2012 CONSTRUCITO	702.229.2282200	210.00
EMMONS & OLIVIER RESOURCES	00095-0035-9	10/31/2012	JOB 000095-0035 IGH 2012 CONSTRUCITO	702.229.2282200	1,852.82
EMMONS & OLIVIER RESOURCES	00095-0035-9	10/31/2012	JOB 000095-0035 IGH 2012 CONSTRUCITO	702.229.2284600	429.99
GERTENS	11/5/12	11/07/2012	ENG ESCROW RELEASE WEST WATERMAIN	702.229.2309700	5,000.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	702.229.2284901	4,483.55
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	702.229.2283800	57.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	702.229.2291800	44.00
LEVANDER, GILLEN & MILLER P.A.	10/31/12	11/07/2012	MAYOR/COUNCIL	702.229.2288701	312.00
LILLIE SUBURBAN NEWSPAPERS	9/30/12	10/24/2012	001363	702.229.2288001	21.88
LILLIE SUBURBAN NEWSPAPERS	9/30/12	10/24/2012	001363	702.229.2284101	87.50
MCDONALDS	10/19/12	10/24/2012	ESCROW FUND ACCT #7022292282701	702.229.2282701	643.64
PAUL MASON LLC	11/6/12	11/07/2012	LETTER OF CREDIT #1031 & CASH ESCROW	702.229.2292501	2,851.92
PIEKARSKI-KRECH, ROSEMARY	11/6/12	11/07/2012	#1204 HYDRANT PERMIT REFUND	702.229.2294300	1,000.00
TWIN CITY TROLLEYS-MINNEAPOLIS	10/15/12	10/24/2012	DEP MAIN STREET TROLLEY RIDES	702.229.2307200	200.00
Fund: 702 - ESCROW FUND					**53,452.28**
JR'S APPLIANCE DISPOSAL	79585	10/24/2012	CLEAN UP	703.43.5500.446.60065	5,427.90
JR'S APPLIANCE DISPOSAL	79741	11/07/2012	STREETS	703.43.5500.446.40025	38.40
MN LIFE INSURANCE CO	NOVEMBER 2012	11/07/2012	POLICY #0027324	703.43.5500.446.20620	2.36
PETTY CASH	10/22/12	10/24/2012	PETTY CASH MISC	703.43.5500.446.60065	15.38
Fund: 703 - LANDFILL ABATEMENT					**5,484.04**
l					**2,221,404.17**

AGENDA ITEM 4B

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

Consider Change Order No. 3, Final Compensating Change Order No. 4, Final Pay Voucher No. 3, Engineer's Final Report and Resolution Accepting Work for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier)

Meeting Date:	November 13, 2012
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT SB

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Dakota County Turnback Funds, Water Connection Fund, Sanitary Sewer Operating Fund, and Special Assessments.

PURPOSE/ACTION REQUESTED

Consider Change Order No. 3, Final Compensating Change Order No.4, Final Pay Voucher No. 3, Engineer's Final Report and Resolution Accepting Work for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier).

SUMMARY

The improvements were ordered as part of the 2012 Improvement Program. The contract was awarded in the amount of $414,252.20 to Max Steininger, Inc., on April 9, 2012 for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier).

Change Order No. 3 is for an increase in the contract amount for extra unanticipated bed rock removal for the installation of the sanitary sewer and water main. Final Compensating Change Order No. 4 reconciles the value of work completed to contract amount. The contractor has completed the work in accordance with the contract plans and specifications. The Contingency Fund is the funding source for Change Order No. 3.

I recommend approval of Change Order No. 3 in the amount of $ 26,356.44 and Final Compensating change Order No. 4 in the amount of ($6,121.99) for a revised contract amount of $419,488.99 and approval of Payment Voucher No. 3 in the amount of $52,732.22, acceptance of the engineer's Final Report, and approval of the Resolution Accepting Work on City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier).

TJK/me

Attachments: Change Order No. 3
Final Compensating Change Order No. 4
Final Pay Voucher No. 3
Engineer's Final Report
Resolution Accepting Work

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 3 (Three) (Final)

DATE: November 13, 2012

PERIOD ENDING: September 30, 2012

CONTRACT: 2012 Improvement Program

PROJECT NO: 2011-08 – 66th Street Improvements (Concord Blvd to the Swing Bridge Pier

TO: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	$414,252.20
Total Addition (Change Order No. 2,3)	$ 30,873.54
Total Deduction (Change Order No. 1,4)	($ 25,636.75)
Total Contract Amount	$ 419,488.99
Total Value of Work to Date	$ 419,488.99
Less Retained (0%)	$ 0.00
Less Previous Payment	$ 366,756.77
Total Approved for Payment this Voucher	$ 52,732.22
Total Payments including this Voucher	$ 419,488.99

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through September 30, 2012.

Signed by: Thomas J. Kaldunski — November 13, 2012
Thomas J. Kaldunski, City Engineer

Signed by: _____ _____
Max Steininger, Inc. — Date

Signed by: _____ November 13, 2012
George Tourville, Mayor

CHANGE ORDER NO. 3

2012 IMPROVEMENT PROGRAM
CITY PROJECT NO. 2011-08
66TH STREET IMPROVEMENTS (CONCORD BOULEVARD TO THE SWING BRIDGE PIER)

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 1, 2012
Contractor: Max Steininger, Inc. 3080 Lexington Avenue South Eagan, MN 55121	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

This Change Order is for additional bed rock removal for the installation of sanitary sewer and water main.
492 C.Y. @ $53.57 / C.Y. = $ 26,356.44

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $414,252.20	Original Contract Time:
Previous Change Orders (1 and 2) $ (14,997.66)	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order $ 399,254.54	Contract Time Prior to this Change Order
Net Increase of this Change Order $ 26,356.44	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 425,610.98	Contract Time with Approved Change
Recommended By:_____ Mike Edwards, Engineering Technician	Approved By:_____ Max Steininger, Inc.

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 13, 2012

FINAL COMPENSATING CHANGE ORDER NO. 4

2012 IMPROVEMENT PROGRAM
CITY PROJECT NO. 2011-08
66TH STREET IMPROVEMENTS (CONCORD BOULEVARD TO THE SWING BRIDGE PIER)

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 1, 2012
Contractor: Max Steininger, Inc. 3080 Lexington Avenue South Eagan, MN 55121	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

Final Compensating Amount to balance value of work completed and total payments made.

Total value of work completed	$ 419,488.99
Contract Amount to date	$425,610.98
Compensating amount	$ - 6,121.99

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $414,252.20	Original Contract Time:
Previous Change Orders (1,2, and 3) $ 11,358.78	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order $ 425,610.98	Contract Time Prior to this Change Order
Net Decrease of this Change Order ($ 6,121.99)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 419,488.99	Contract Time with Approved Change
Recommended By:_____ Mike Edwards, Engineering Technician	Approved By:_____ Max Steininger, Inc.

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 13, 2012

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2011-08
66TH STREET IMPROVEMENTS (Concord Boulevard to Swing Bridge Pier)

November 13, 2012

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Max Steininger, Inc. for City Project 2011-08 66th Street Improvements (Concord Boulevard to Swing Bridge Pier).

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

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

Original Contract Amount	$ 414,252.20
Total Addition (Change Orders 2,3)	$ 30,873.54
Total Deduction (Change Order 1,4)	($ 25,636.75)
Total Contract Amount	$ 419,488.99
Total Value of Work to Date	$ 419,488.99
Less Previous Payment	$ 366,756.77
Total Approved for Payment this Voucher	$ 52,732.22
Total Payments including this Voucher	$ 419,488.99

Sincerely,

Thomas J. Kaldunski

Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF MAX STEININGER, INC. AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $52,732.22

CITY PROJECT NO. 2011-08
66TH STREET IMPROVEMENTS (Concord Boulevard to Swing Bridge Pier)

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 9, 2012, Max Steininger Inc. satisfactorily completed improvements and appurtenances for City Project No. 2011-08 – 66TH STREET IMPROVEMENTS (Concord Boulevard to Swing Bridge Pier).

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

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

Adopted by the City Council of Inver Grove Heights this 13th day of November 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM 4C

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

Consider Change Order No. 1, Final Compensating Change Order No. 2, Final Pay Voucher No. 3, Engineer's Final Report and Resolution Accepting Work for City Project No. 2011-21 – 66th Street Parking Lot and Related Trails

Meeting Date:	November 13, 2012
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Parks Acquisition and Development Fund 402, Dakota County Parks Funds, MN DNR Grant (C005-10-3B), and State Bonding Grant (S2010-049).

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1, Final Compensating Change Order No. 2, Final Pay Voucher No. 3, Engineer's Final Report and Resolution accepting Work for City Project No. 2011-21 – 66th Street Parking Lot and Related Trails

SUMMARY

The improvements were ordered as part of the 2012 Improvement Program. The contract was awarded in the amount of $230,192.42 to Max Steininger, Inc., on April 9, 2012 for City Project No. 2011-21 – 66th Street Parking Lot and Related Trails

Change Order No. 1, is for an increase in the contract amount for prevailing wage requirements for a grant application and for construction of a temporary parking lot until a permanent parking lot can be constructed. Final Compensating Change Order No. 2 reconciles the value of work completed to contract amount. The contractor has completed the work in accordance with the contract plans and specifications. The Parks Acquisition and Development Fund (402) is the funding source for the change orders.

I recommend approval of Change Order No. 1 in the amount of $ 10,099.51 and Final Compensating Change Order No. 2 in the amount of ($4,575.98) for a revised contract amount of $ 235,715.95 and approval of Final Payment Voucher No. 3 in the amount of $ 25,773.09, acceptance of the Engineer's Final Report, and approval of the Resolution Accepting Work on City Project No. 2011-21 – 66th Street Parking Lot and Related Trails

TJK/me

Attachments: Change Order No. 1
Final Compensating Change Order No. 2
Final Pay Voucher No. 3
Engineer's Final Report
Resolution Accepting Work

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 3 (Three) (FINAL)

DATE: November 13, 2012

PERIOD ENDING: September 30, 2012

CONTRACT: 2012 Improvement Program

PROJECT NO: 2011-21 – 66th Street Parking lot and Related Trails

TO: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	$230,192.42
Total Addition (Change Order No.1)	$10,099.51
Total Deduction (Change Order No. 2)	($ 4,575.98)
Total Contract Amount	$ 235,715.95
Total Value of Work to Date	$ 235,715.95
Less Retained (0%)	$ 0.00
Less Previous Payment	$ 209,942.86
Total Approved for Payment this Voucher	$ 25,773.09
Total Payments including this Voucher	$ 235,715.95

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through September 30, 2012.

Signed by: Thomas J. Kaldunski — November 13, 2012
Thomas J. Kaldunski, City Engineer

Signed by: _____ _____
Max Steininger, Inc. — Date

Signed by: _____ November 13, 2012
George Tourville, Mayor

CHANGE ORDER NO. 1

2012 IMPROVEMENT PROGRAM
CITY PROJECT NO. 2011-21
66TH STREET PARKING LOT AND RELATED TRAILS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 1, 2012
Contractor: Max Steininger, Inc. 3080 Lexington Avenue South Eagan, MN 55121	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

Contractors Cost for Prevailing Wage Requirements	$ 4,683.45
Temporary Parking Lot Construction	$ 5,416.06
	$ 10,099.51

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 230,192.42	Original Contract Time:
Previous Change Orders $ 0.00	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order $ 230,192.42	Contract Time Prior to this Change Order
Net Increase of this Change Order $ 10,099.51	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 240,291.93	Contract Time with Approved Change
Recommended By:_____ Mike Edwards, Engineering Technician	Approved By:_____ Max Steininger, Inc.

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 13, 2012

FINAL COMPENSATING CHANGE ORDER NO. 2

2012 IMPROVEMENT PROGRAM
CITY PROJECT NO. 2011-21
66TH STREET PARKING LOT AND RELATED TRAILS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: October 1, 2012
Contractor: Max Steininger, Inc. 3080 Lexington Avenue South Eagan, MN 55121	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

Final Compensating Amount to balance value of work completed and total payments made.

Total value of work completed	$ 235,715.95
Contract Amount to date	$ 240,291.93
Compensating amount	$ - 4,575.98

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 230,192.42	Original Contract Time:
Previous Change Orders (1) $ 10,099.51	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order $ 240,291.93	Contract Time Prior to this Change Order
Net Decrease of this Change Order $ (4,575.98)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 235,715.95	Contract Time with Approved Change
Recommended By:_____ Mike Edwards, Engineering Technician	Approved By:_____ Max Steininger, Inc.

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 13, 2012

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2011-21
66TH STREET PARKING LOT AND RELATED TRAILS

November 13, 2012

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Max Steininger, Inc. for City Project 2011-21 66th Street Parking Lot and Related Trails.

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

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

Original Contract Amount	$ 230,192.42
Total Addition (Change Orders 1)	$ 10,099.51
Total Deduction (Change Order 2)	($ 4,575.98)
Total Contract Amount	$ 235,715.95
Total Value of Work to Date	$ 235,715.95
Less Previous Payment	$ 209,942.86
Total Approved for Payment this Voucher	$ 25,773.09
Total Payments including this Voucher	$ 235,715.95

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF MAX STEININGER, INC. AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $ 25,773.09

CITY PROJECT NO. 2011-21
66TH STREET PARKING LOT AND RELATED TRAILS
RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 9, 2012, Max Steininger Inc. satisfactorily completed improvements and appurtenances for City Project No. 2011-21 – 66th Street Parking Lot and Related Trails.

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

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

Adopted by the City Council of Inver Grove Heights this 13th day of November 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09A – Cracksealing

Meeting Date:	November 13, 2012
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572 TJK
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT SB

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 (440), Park Fund (444), VMCC Fund, National Guard Armory Fund.

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09A – Cracksealing.

SUMMARY

The improvements were ordered as part of the 2012 Pavement Management Program. The contract was awarded in the amount of $172,508.00 to Fahrner Asphalt on June 25, 2012 for City Project No. 2012-09A – Cracksealing.

Change Order No. 2, in the amount of $1,237.83, is for additional sweeping in the VMCC and Armory parking lots and is funded equally between Park Fund (444) and the National Guard Armory Fund. The contractor has completed the work through September 30, 2012 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 2 in the amount of $1,237.83 which results in a final contract amount of $167,519.58, Final Pay Voucher No. 2 in the amount of $38,743.52, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09A – Cracksealing.

TJK/kf

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

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2) FINAL

DATE: November 13, 2012

PERIOD ENDING: October 31, 2012

CONTRACT: 2012 Pavement Management Program

PROJECT NO: 2012-09A Cracksealing

TO: Fahrner Asphalt Sealers
P.O. Box 659
Eau Claire, WI 54702

Original Contract Amount	$172,508.00
Total Addition (Change Order No. 2)	$1,237.83
Total Deduction (Change Order No. 1)	($6,226.25)
Total Contract Amount	$167,519.58
Total Value of Work to Date	$167,519.58
Less Retained (0%)	$0.00
Less Previous Payment	$128,776.06
Total Approved for Payment this Voucher	$38,743.52
Total Payments including this Voucher	$167,519.58

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through October 31, 2012.

Signed by: Thomas J. Kaldunski — November 13, 2012
Thomas J. Kaldunski, City Engineer

Signed by: _____ _____
Fahrner Asphalt Sealers — Date

Signed by: _____ November 13, 2012
George Tourville, Mayor

FINAL COMPENSATING CHANGE ORDER NO. 2

2012 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2012-09A – CRACKSEALING

Owner:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance:	November 2, 2012
Contractor:	Fahrner Asphalt Sealers P.O. Box 659 Eau Claire, WI 54702	Engineer:	City Engineer

PURPOSE OF CHANGE ORDER

Change Order No. 2 is for adjustments to the final quantities for sweeping and cracksealing of Parking lots as follows:

Cracksealing:
Original Quantity = 25,700 LF @ $0.89/LF
Final Quantity = 25,397 LF (303 LF deduction)

303 LF x $0.89/LF = ($269.67)

Street Sweeping:
Original Quantity = 10 HR @ $90/HR
Final Quantity = 16.75/HR X $90/HR = $1,507.50

16.75/HR X $90/HR = $1,507.50

Total Final Compensating Change Order No. 2 = $1,507.50 - $269.67 = $1,237.83

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $172,508.00	Original Contract Time:
Previous Change Orders ($6,226.25)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $166,281.75	Contract Time Prior to this Change Order
Net Increase of this Change Order $1,237.83	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $167,519.58	Contract Time with Approved Change
Recommended By:_____ John Schmeling, Engineering Technician	Approved By:_____ Fahrner Asphalt

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 13, 2012

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2012-09A
CRACK SEAL

November 13, 2012

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Fahrner Asphalt Sealers. The work consisted of crack sealing.

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

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

ORIGINAL CONTRACT PRICE	$172,508.00
CHANGE ORDERS (Deduction)	($4,988.42)
FINAL CONTRACT AMOUNT	$167,519.58
FINAL VALUE OF WORK	$167,519.58
PREVIOUS PAYMENTS	$128,776.06
BALANCE DUE	$38,743.52

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF FAHRNER ASPHALT SEALERS AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $38,743.52

2012 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2012-09A – CRACKSEAL

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 25, 2012, Fahrner Asphalt Sealers, satisfactorily completed improvements and appurtenances for the 2012 Pavement Management Program, City Project No. 2012-09A – Crack Seal.

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

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

Adopted by the City Council of Inver Grove Heights this 13th day of November 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM 4E

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

Consider Change Order No. 1 for City Project No. 2012-15 – Sediment Removal from Basin at 79th Street and Blanchard Way

Meeting Date:	November 13, 2012		Fiscal/FTE Impact:
Item Type:	Consent TJK		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 SDT		FTE included in current complement
			New FTE requested – N/A
		X	Other: Storm Water Utility Fund, MPCA Grant

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 for City Project No. 2012-15 – Sediment Removal from Basin at 79th Street and Blanchard Way.

SUMMARY

The improvements were ordered as part of the 2012 Storm Sewer Maintenance Program. The contract was awarded in the amount of $128,643.00 to Dahn Construction on September 10, 2012 for City City Project No. 2012-15 – Sediment Removal from Basin at 79th Street and Blanchard Way.

Change Order No. 1 is for a time extension of the Substantial Completion Date to December 1, 2012 and for quantity and item adjustments required to protect a reinforced slope and an existing trunk sanitary sewer line running through the pond area. The contract amount remains the same. The MPCA has reviewed and concurred with this change order. The change order complies with the grant agreement.

I recommend approval of Change Order No. 1 for City Project No. 2012-15 – Sediment Removal from Basin at 79th Street and Blanchard Way.

TJK/kf

Attachments: Change Order No. 1
Revised Schedule
Revised Quantity Table
Revised Plan Sheets

CHANGE ORDER NO. 1

2012 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2012-15
SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 2, 2012
Contractor: Dahn Construction Company 13135 Doyle Path Rosemount, MN 55068	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

The scope of the project has been changed to account for avoiding an existing sanitary sewer trunk line and minimize impact to a reinforced slope. See the attached summary, table, and revised plan sheets for details. The contract amount will remain the same as the bid contract amount.

The contract time for substantial completion of the project is also being adjusted.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $128,643.00	Original Contract Time: Substantial Completion: October 15, 2012
Previous Change Orders $0.00	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order $128,643.00	Contract Time Prior to this Change Order Substantial Completion: October 15, 2012
Net Increase of this Change Order $0.00	Net Increase of Change Order 45 Calendar Days
Contract Price with all Approved Change Orders $128,643.00	Contract Time with Approved Change Substantial Completion: December 1, 2012
Recommended By: John Schmeling John Schmeling, Engineering Technician	Approved By: Dahn Construction Company

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 13, 2012

Summary of Changes

- The 15" RCP outfall structure locations and pipe alignment were adjusted to minimize impact to a reinforced steep slope on private property.
- The 36" RCP outfall was adjusted to reroute the outlet away from an existing 18" RCP sanitary sewer.
- The proposed basin configuration was adjusted to avoid an 18" RCP sanitary sewer that runs through the basin. The total contaminated sediment removal was kept the same as the original design.

Attachments: Revised Schedule
Revised Quantity Table
Revised Plan Sheets (2 pages)

Dahn Construction Company

79th Street Pond

Job Schedule

Dahn Project 12-50

Schedule as of:

Tuesday, October 30, 2012

MILESTONES:	**Start**
1 Start Date	October 22, 2012
2 Complete	November 21, 2012

Description	**Time**		**October**				**November**																											
	(workdays)		27/28	29	30	31	1	2	3/4	5	6	7	8	9	10/11	12	13	14	15	16	17/18	19	20	21	22	23	24/25	26	27	28	29	30	6/7
79th Street Pond																																		
Preconstruction Meeting	complete																																	
Mobilize Equipment							X	X																										
Clearing and Grubbing	complete																																	
Remove Cottonwood										X																								
Erosion Control										X																								
Aggregate Base Class 5										X	X																							
Storm Sewer Work												X	X																					
Cut and Fill Onsite													X																					
Export Contaminated Mateirals														X		X	X																	
Blown Compost/ Seed/ Blanket																		X	X	X														

There are several tasks that are weather sensitive and could be impacted by adverse weather.

PREPARED BY: JDS

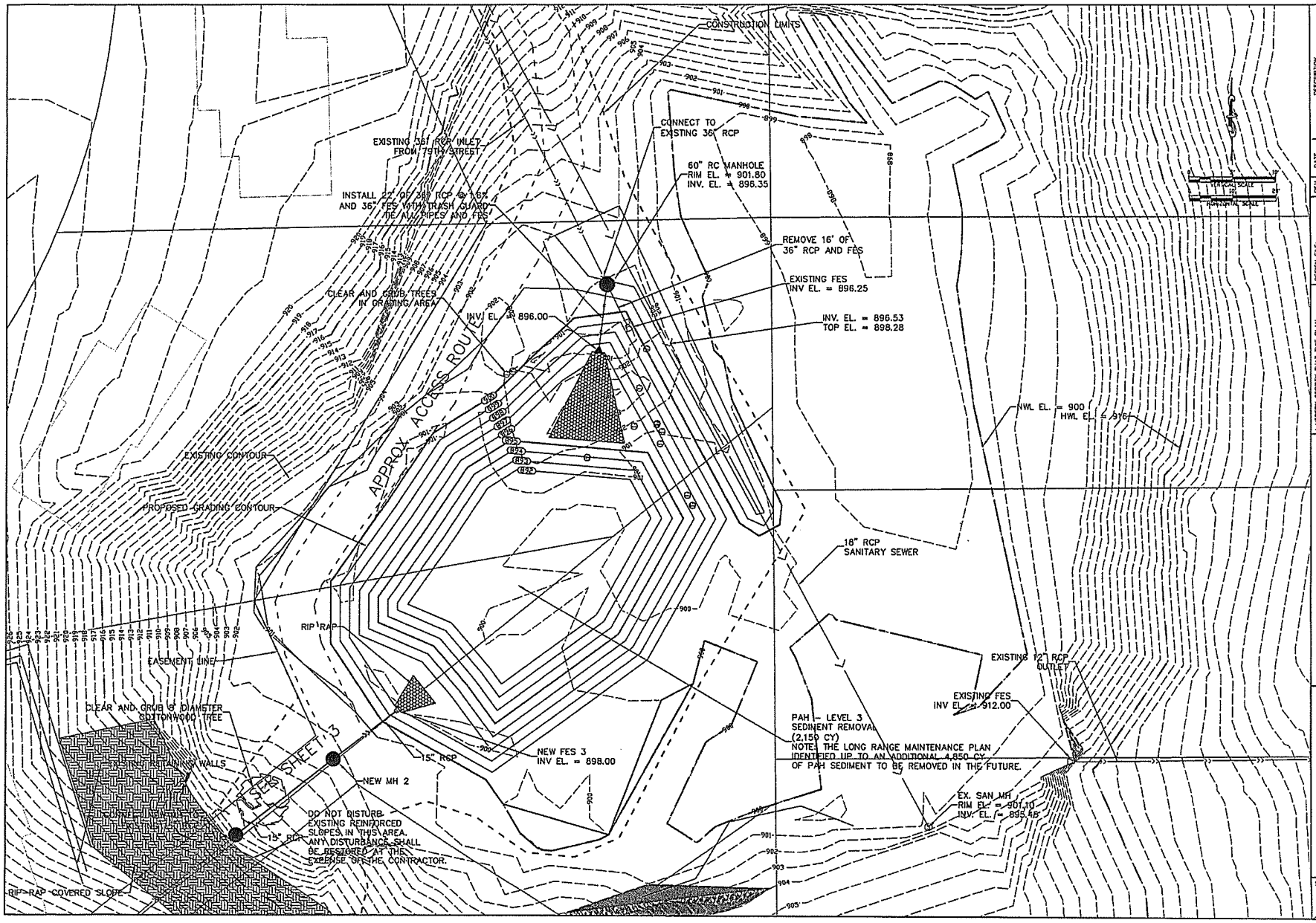
NOVEMBER 2, 2012

CITY PROJECT NO. 2012-15
SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

CHANGE ORDER NO. 1 PROJECT QUANTITY REVISIONS AND ADDITIONS

					Original Bid		Change Order No. 1 Adjusted Quantities	
Item No.	MN/Dot No.	Base Bid	Unit	Original Est. Qty	Unit Price	Bid Price	Adjusted Qty.	Adjusted Price
1	2021.501	MOBILIZATION	LS	1.00	$ 4,900.00	$ 4,900.00	1.00	$ 4,900.00
2	2101.501	CLEARING	ACRE	0.50	$ 11,000.00	$ 5,500.00	0.50	$ 5,500.00
3	2101.506	GRUBBING	ACRE	0.50	$ 11,000.00	$ 5,500.00	0.50	$ 5,500.00
4	2104.601	REMOVE EXISTING 15" RC APRON	EA	1.00	$ 600.00	$ 600.00	1.00	$ 600.00
5	2105.501	COMMON EXCAVATION (P)	CY	500.00	$ 13.50	$ 6,750.00	100.00	$ 1,350.00
6	2105.501	EXCAVATE, HAUL, AND DISPOSE OF CONTAMINATED MATERIAL (EV)	CY	2150.00	$ 36.00	$ 77,400.00	2150.00	$ 77,400.00
7	2105.526	SELECT TOPSOIL BORROW (LV)	CY	100	$ 13.00	$ 1,300.00	100	$ 1,300.00
8	2123.610	STREET SWEEPER WITH PICKUP BROOM	HR	20	$ 130.00	$ 2,600.00	20	$ 2,600.00
9	2211.501	AGGREGATE BASE CLASS 5	TON	100	$ 23.00	$ 2,300.00	100	$ 2,300.00
10	2106.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	2	$ 3,300.00	$ 6,600.00	2	$ 6,600.00
11	2501.602	15" RC PIPE APRON	EA	1	$ 740.00	$ 740.00	1	$ 740.00
12	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS III	LF	106	$ 45.00	$ 4,770.00	65	$ 2,925.00
13	2506.602	CONNECT TO EXISTING STORM SEWER	EA	1	$ 1,300.00	$ 1,300.00	1	$ 1,300.00
14	2511.501	RANDOM RIPRAP - CLASS IV	CY	35	$ 63.00	$ 2,205.00	49	$ 3,087.00
15	2573.530	STORM DRAIN INLET PROTECTION	EA	4	$ 110.00	$ 440.00	4	$ 440.00
16	2573.540	FILTER LOG, TYPE COMPOST	LF	1000.00	$ 3.30	$ 3,300.00	200.00	$ 660.00
17	2573.550	EROSION CONTROL SUPERVISOR	EA	1.00	$ 300.00	$ 300.00	1.00	$ 300.00
18	2575.605	NATIVE SEED MIX	LB	65.00	$ 5.20	$ 338.00	75.00	$ 390.00
19	2575.525	EROSION STABILIZATION MAT	SY	150.00	$ 4.50	$ 675.00	0.00	$ -
20	2575.604	BLOWN COMPOST WITH NATIVE SEED MIX	SY	150.00	$ 7.50	$ 1,125.00	0.00	$ -
21	CO 1	Salvage Existing 36" RCP	LF	0.00	$ 85.00	$ -	16.00	$ 1,360.00
22	CO 1	Connect to Existing Storm Sewer	EA	0.00	$ 1,450.00	$ -	1.00	$ 1,450.00
23	CO 1	Relay 36" RCP - Tied Joints	LF	0.00	$ 62.00	$ -	16.00	$ 992.00
24	CO 1	Relay F&I 36" RCP FES (no Trash Guard)	EA	0.00	$ 340.00	$ -	1.00	$ 340.00
25	CO 1	F&I 60" Diameter CB with R2561 Beehive	EA	0.00	$ 5,100.00	$ -	1.00	$ 5,100.00
26	CO 1	Credit for MH1 and MH2 Changes	LS	0.00	$ (950.00)	$ -	1.00	$ (950.00)
27	CO 1	MNDOT Seed Mix 328	LB	0.00	$ 9.30	$ -	50.00	$ 465.00
28	CO 1	MNDOT Seed Mix 270	LB	0.00	$ 4.00	$ -	26.00	$ 104.00
29	CO 1	Flexterra Hydromulch	SY	0.00	$ 1.40	$ -	700.00	$ 980.00
30	CO 1	Hydromulch	SY	0.00	$ 0.70	$ -	1300.00	$ 910.00
						Total: $ 128,643.00		**$ 128,643.00**

Note: Items 21-30 include added items and substitute items relating to site restoration



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REV. NO.	DATE	DESCRIPTION
1	10/31/12	REDESIGN BASIN AND REROUTE 36" RCP

DESIGN FILE: 2012-15
DRAWN BY: JDS
DESIGN BY: JDS
CHKD. BY: TJK
DWG. NAME:
DATE: 8/7/2012

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF MINNESOTA STATUTES SECTION 326.02 TO 326.15.
DATE: 8/7/2012 LIC. NO. 19293

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

SHEET NO. 2 / 3

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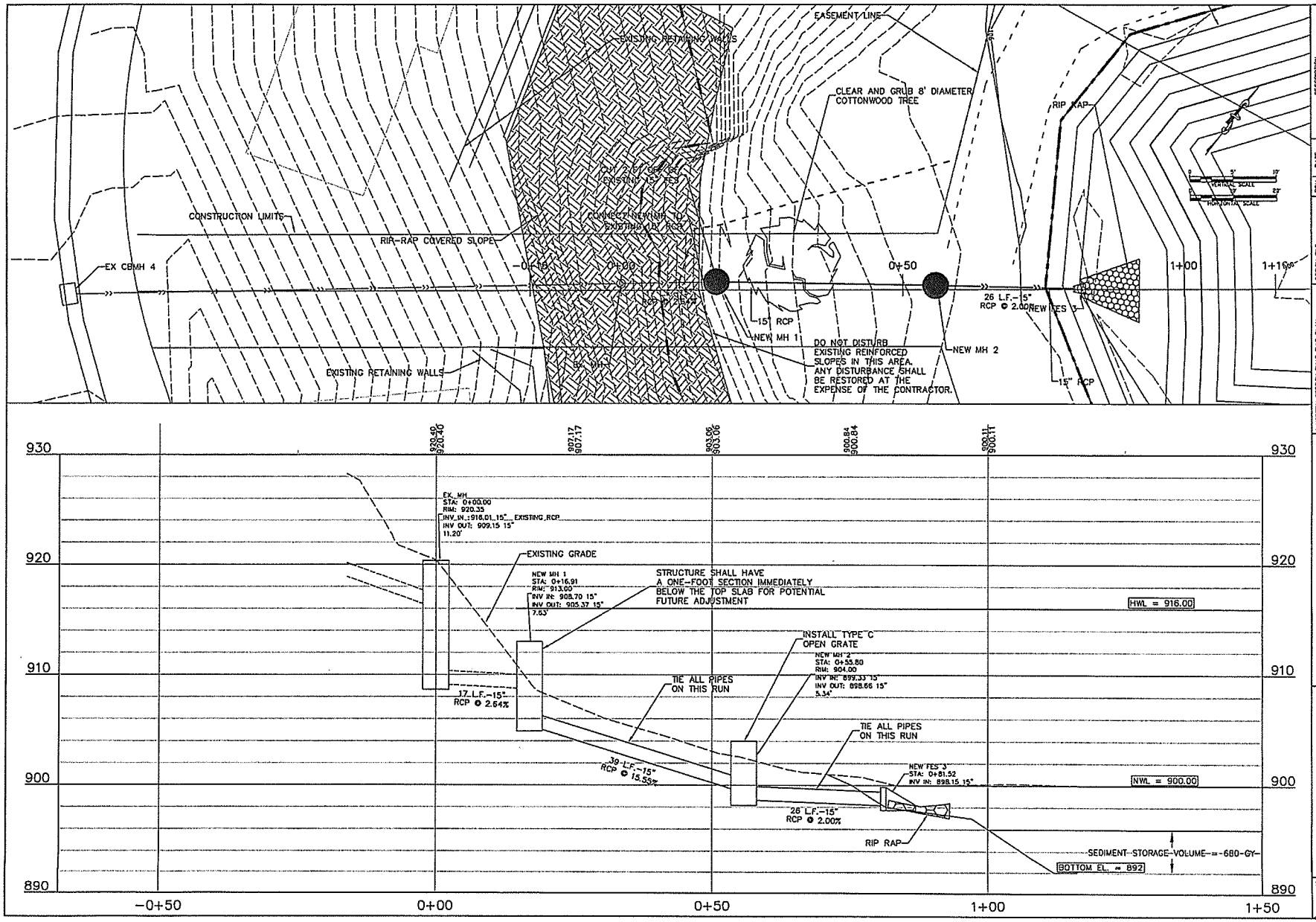


REV. NO.	DATE	DESCRIPTION
1	10/31/12	REDESIGN BASIN AND REROUTE 36" RCP

DESIGN FILE: 2012-15
DRAWN BY: JDS
DESIGN BY: JDS
CHECK. BY: TJK
DWG. NAME:
DATE: 8/7/2012

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
STATUTES, SECTION 326.02, TO 326.15
DATE: 8/8/2012 MINN. REG. NO. 19238.

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

SHEET NO. 3 / 3

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving Special Assessment Deferral for City Project No. 2001-12 –Concord Boulevard (CSAH 56) Improvement - Corcoran Path to 65TH Street

Meeting Date:	November 13, 2012
Item Type:	Consent
Contact:	Kathy Fischer, 651.450.2570
Prepared by:	Kathy Fischer, Public Works Support Specialist
Reviewed by:	Scott D. Thureen, Public Works Director

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 a resolution approving a special assessment deferral for City Project No. 2001-12 – Concord Boulevard (CSAH 56) Improvement – Corcoran Path to 65th Street.

SUMMARY

The City has received one request for an assessment deferral for two parcels owned by James S. Fleming. It has been verified that this applicant meets the requirements of deferment as outlined in City Resolution No. 09-13. Pursuant to City policy, the annual principal installment, together with interest, will be deferred, effective January 1, 2013, until the earlier of the following events:

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

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

KF

Attachments: Deferral application
Resolution

CITY OF INVER GROVE HEIGHTS
DEFERRAL OF SPECIAL ASSESSMENTS

The undersigned apply to the City of Inver Grove Heights for a deferral of a special assessment on City Project No. 2001-12.

ADDRESS: 7027 Concord Blvd, IGH MN 55076

NAMES OF ALL OWNERS	PHONE NUMBER
James & Eileen Fleming	651-450-6616
(Eileen is deceased as of 2000)	

☑ 65 years of age or older

☑ Permanent and Total (100%) Disability

☐ Active military service

Parcel: 207116100016 & 207116100017
$3,809.80 $3,422.36

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

Any ?'s pls call
Stacy Fleming
651-423-6529

Owner Signature: [signature]

Owner Signature:

Dated: 6/09/12

Eligibility Requirements per Resolution No. 09-13

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA STATUTE § 435.193 MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENTS BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY AT 7027 CONCORD BOULEVARD OWNED BY JAMES S. FLEMING

RESOLUTION NO. _____

WHEREAS, James S. Fleming, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-71161-00-016 and legally described as N 100.08 FT OF PT OF OUTLOT A BEG AT PT ON E LINE 175 FT S OF NE COR SW ON E LINE 188.71 FT NW AT RA 150 FT TO NE COR LOT 5 BLK 5 NE ON E LINE BLK 5 188.71 FT SE AT RA 150 FT TO BEG, BLOCK A, SOUTH GROVE NO. 12, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of Dakota County Recorder (the Subject Property) and Tax Parcel Number 20-71161-00-017 and legally described as PT OF OUTLOT A BEG AT PT ON E LINE 175 FT S OF NE COR SW ON E LINE 188.71 FT NW AT RA 150 FT TO NE COR LOT 5 BLK 5 NE ON E LINE BLK 5 188.71 FT SE AT RA 150 FT TO BEG EX N 100.08 FT, BLOCK A, SOUTH GROVE NO. 12, Dakota County, Minnesota according to the plat thereof on file and of record with the Office of Dakota County Recorder (the Subject Property).

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

WHEREAS, Minnesota Statute § 435.193 and City Council Resolution No. 09-13 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older; or an owner retired by virtue of a permanent and total disability; or an owner who is a member of the military as defined in Minnesota Statutes Section 190.05, for whom it would be a hardship to make the payments.

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

WHEREAS, applicant, James S. Fleming, has requested a deferment of the special assessments levied against the Subject Property.

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

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

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

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

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred with respect to tax collection year 2013 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 4.8% per year.

2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.

3. If James S. Fleming dies, then the deferment of the special assessments shall cease.

4. If James S. Fleming no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution No. 09-13, and amendments thereto, then the deferment shall cease.

5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.

6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.

7. The accrued interest at the rate of 4.8% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.

8. If the deferment ceases for the Subject Property prior to the year end of 2022, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

   If the deferment ceases after calendar year 2022, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

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

Passed this 13th day of November 2012 by the City Council of Inver Grove Heights, MN.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM 4G

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

Resolution Approving the Second Amendment to Revised and Restated Joint Powers Agreement (JPA) Establishing a Watershed Management Organization for the Lower Mississippi River Watershed and Cost Allocation Formulas for Water Quality Projects

Meeting Date:	November 13, 2012		Fiscal/FTE Impact:
Item Type:	Consent	X	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
	SDT		New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Consider resolution approving the Second Amendment to Revised and Restated Joint Powers Agreement (JPA) establishing a Watershed Management Organization for the Lower Mississippi River Watershed.

SUMMARY

The Lower Mississippi River Watershed Management Organization (LMRWMO) has been operational since 1985 and includes the cities of Inver Grove Heights, West St. Paul, South St. Paul, St. Paul, Mendota Heights, Sunfish Lake and Lilydale. The current JPA was renewed and executed by all the parties in October 2011. This Second Amendment also includes provision for all member cities to agree to be bound to the LMRWMO JPA until January 1, 2023.

The current version of the LMRWMO JPA has been in the process of being updated by the WMO Board in 2012. That update has been finalized and it now includes cost allocation formulas for water quality projects. The water quality formulas were developed by the LMRWMO Technical Advisory Committee (TAC) which consists of the City Engineers and other technical advisors of the cities which make up the LMRWMO. The water quality formulas are comparable to the original water quantity formulas established by the WMO. The LMRWMO Board has approved the 2nd Amendment and has asked the cities to approve it by December 31, 2012. The attached Amendment establishes the water quality cost allocation formula and extends the terms of the JPA until January 1, 2023 (ten years).

I recommend adoption of the resolution approving the Second Amendment to the JPA.

TJK/kf
Attachments: Resolution
Second Amendment to LMRWMO JPA

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING THE SECOND AMENDMENT TO THE REVISED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING A WATERSHED MANAGEMENT ORGANIZATION FOR THE LOWER MISSISSIPPI RIVER WATERSHED

RESOLUTION NO. _____

WHEREAS, the City Council in 1985 entered into a joint powers agreement (JPA) between the cities of South St. Paul, Inver Grove Heights, West St. Paul, Mendota Heights, Sunfish Lake, Lilydale and St. Paul establishing the Lower Mississippi River Watershed Management Organization (WMO); and

WHEREAS, the City Council entered into a joint powers agreement for a revised and restated JPA on November 13, 2001; and

WHEREAS, the City Council approved the First Amendment to the JPA on October 23, 2011; and

WHEREAS, the WMO Board of Managers has recently approved and adopted an updated watershed management plan in 2012; and

WHEREAS, the WMO Board of Managers has approved the Second Amendment to JPA which includes cost allocation formulas for water quality projects; and

WHEREAS, this update will extend the term of the JPA for the LMRWMO to January 1, 2023; and

WHEREAS, the WMO Board of Managers has presented the Second Amendment to all of the member cities for approval by the end of 2012.

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

1. That the Second Amendment to the JPA is hereby approved.

2. That the term of the JPA is hereby extended by ten years to January 1, 2023.

2. That the Mayor and the Deputy Clerk are hereby authorized and directed to execute and deliver the Second Amendment to the JPA in the name and on behalf of the City.

Adopted by the City Council of Inver Grove Heights this 13th day of November 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

SECOND AMENDMENT TO
REVISED AND RESTATED JOINT POWERS AGREEMENT
ESTABLISHING A WATERSHED MANAGEMENT ORGANIZATION
FOR THE LOWER MISSISSIPPI RIVER WATERSHED

THE PARTIES TO THIS AGREEMENT are members of the Lower Mississippi River Watershed Management Organization and have land that drain surface water into the Mississippi River. This Agreement amends the Revised and Restated Joint Powers Agreement between the members. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. §§ 471.59 and 103B.201 - 103B.255.

1. **EXISTING AGREEMENT.** The existing Revised and Restated Joint Powers Agreement for the Lower Mississippi River Watershed Management Organization shall remain in full force and effect, except as specifically amended by this Agreement.

2. **AMENDMENT.** Section 5, subdivision 1 of the Revised and Restated Joint Powers Agreement is amended in its entirety to read:

Subdivision 1. Technical Advisory Committee. The following governmental subdivisions or agencies shall be requested to appoint a non-voting advisory Member to the WMO: Dakota County, Ramsey County, Dakota County Soil and Water Conservation District, member cities. The advisory Members shall not be required to contribute funds for the operation of the WMO, except as provided in Minn. Stat. §103B.231, but may provide technical services.

3. **AMENDMENT.** Section 6, subdivision 1 of the Revised and Restated Joint Powers Agreement is amended in its entirety to read:

Subdivision 1. Appointment. The governing body of the WMO shall be its Board. Each Member shall be entitled to appoint one Manager and an alternate on the Board, consistent with the provisions of Minn. Stat. § 103B.227. The alternate shall have the right to vote in the absence of their representative. Vacancies in the office of Manager shall be filled for the remainder of the term

by the Member which appointed or had the right to appoint the Manager. All vacancies shall be filled within ninety (90) days after they occur.

4. AMENDMENT. Section 6, subdivision 4 of the Revised and Restated Joint Powers Agreement is repealed.

5. AMENDMENT. Section 10, subdivision 7 of the Revised and Restated Joint Powers Agreement is amended in its entirety to read:

> **Subdivision 7.** Capital Cost Allocation of Improvements in the Board's Watershed Management Plan. All capital improvement costs of improvements designated in the WMO's adopted watershed management plan for construction by the WMO pursuant to paragraph 10, subdivision 6A of this Agreement shall be apportioned by the following methods or a combination of these methods:
>
> A. For improvements related to water quantity:
>
> 1. A Member shall be responsible for the costs of construction of that portion of a drainage system that is located within its borders and that is necessary to accommodate its Allowable Flow and the Allowable Flow of all other tributary Members.
>
> 2. A Member shall also be responsible for its share of construction costs of a drainage system, whether or not that system is located within its borders, that is necessary to convey Excessive Flows originating within the Member's borders.
>
> 3. Increased costs of construction incurred for acquisition of lands, easements and rights of way within natural watercourses shall be the obligation of the Member in which the land lies and shall not be apportioned to other Members to the extent that such costs exceed costs which would have been incurred if there had been no improvement on such lands, easements, or rights of way.
>
> 4. Costs of construction shall include all costs associated with a WMO approved improvement (whether trunk sewer or natural conveyance) and whether or not actually constructed, including, but not limited to, costs for design, administration, construction supervision, legal fees, acquisition of lands and improvements and actual construction and maintenance costs.
>
> 5. The WMO shall consider any grant money received or to be received by a Member for sanitary sewer/storm sewer separation or for the construction, reconstruction or replacement of storm sewer facilities before making cost allocations among Members and may consider the application of any grant

proceeds toward the cost of the improvement before allocating costs between or among the Members involved, provided that such allocation would not violate the terms and conditions of the grant.

6. The attached Exhibit B is incorporated by reference and serves as a compilation of general examples of cost allocation under this Agreement for the hypothetical circumstances stated in the examples.

B. For improvements related to water quality:

1. For water quality projects and maintenance, the cost sharing will be based on the cost allocation methods in the attached Exhibit "C" incorporated by reference.

2. Or other cost sharing method approved by the Board.

3. Pursuant to Minn. Stat. § 103B.251.

6. AMENDMENT. Section 12, Subdivisions 1 and 2 of the Revised and Restated Joint Powers Agreement are amended in their entirety to read:

Subdivision 1. Each member agrees to be bound by the terms of this Agreement until January 1, 2023. It may be continued thereafter upon the agreement of all the parties.

Subdivision 2. This Agreement may be terminated prior to January 1, 2023, by the written agreement of a majority of the Members.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

[Remainder of Page Intentionally Left Blank.]

Approved by the City Council
_____, 20____.

CITY OF INVER GROVE HEIGHTS

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF LILYDALE

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF MENDOTA HEIGHTS

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF ST. PAUL

BY: _____

Attest: _____

Approved as to Form:

By:_____
Assistant City Attorney

Approved by the City Council
_____, 20____.

CITY OF SOUTH ST. PAUL

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF SUNFISH LAKE

BY: _____

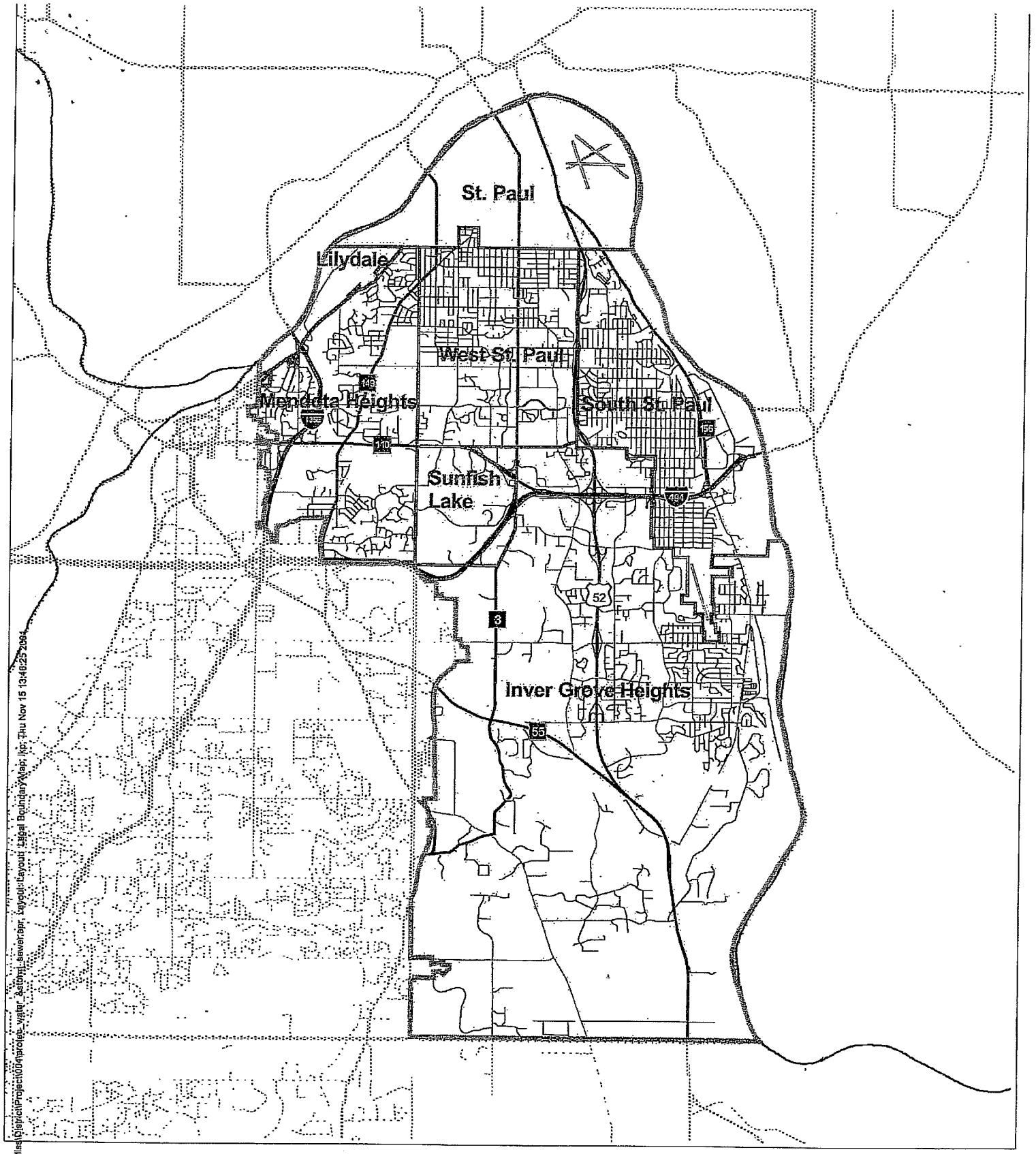
Attest: _____

Approved by the City Council
_____, 20____.

CITY OF WEST ST. PAUL

BY: _____
Its Mayor

BY: _____
Its City Manager



Legal Boundary Map of the
Lower Mississippi River
Watershed Management Organization

Exhibit A

1 0 1 Miles

N

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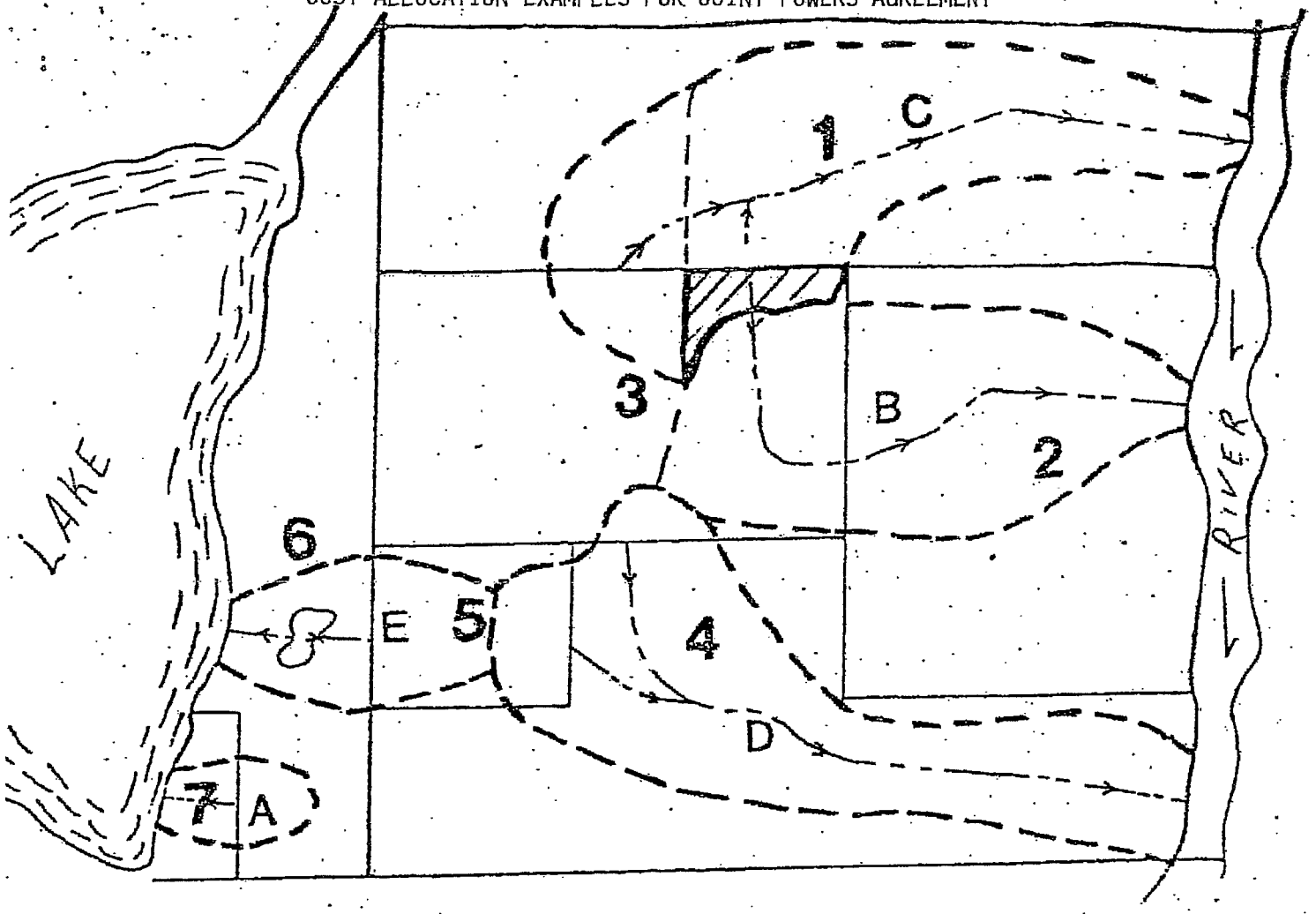
COST ALLOCATION EXAMPLES FOR JOINT POWERS AGREEMENT



EXAMPLE	DESCRIPTION
A.	Two Cities
B.	Two Cities With Diversion In
C.	Two Cities With Diversion Out
D.	Three Cities
E.	Added Ponding

LEGEND

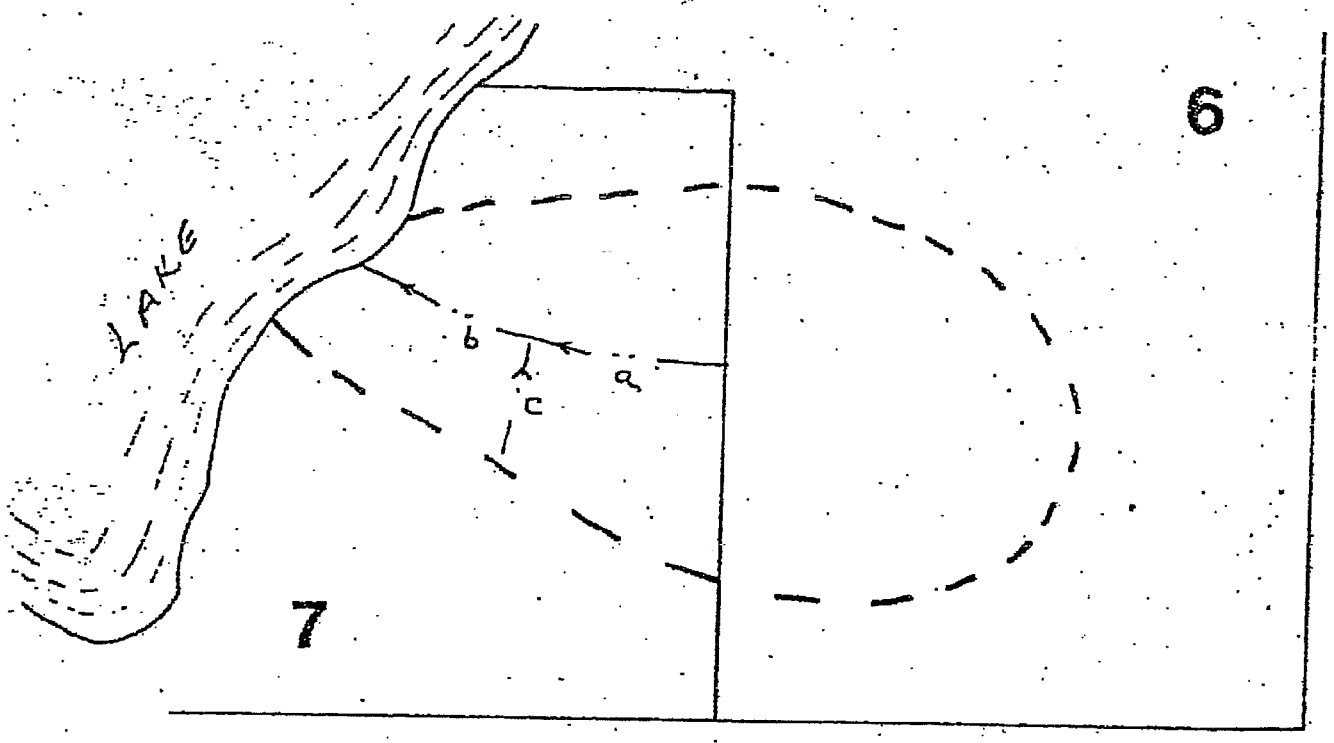
Watershed Boundary

Drainage Facility

City Boundary

Detention Pond

Diverted Area



EXAMPLE "A" - TWO CITIES

Project: Construct project (Segments "a" and "b") in City #7 to provide drainage for Cities #6 and #7 under fully developed conditions.

Cost Allocation:

City #6: Cost share $= \frac{Q_{E6}}{Q_T} \times$ Total project cost for "a".

City #7: Cost share = Total project cost $- \left(\frac{Q_{E6}}{Q_T} \times \text{Total project cost} \right)$

Where: $Q_{E6} = Q_{T6} - Q_{A6}$;

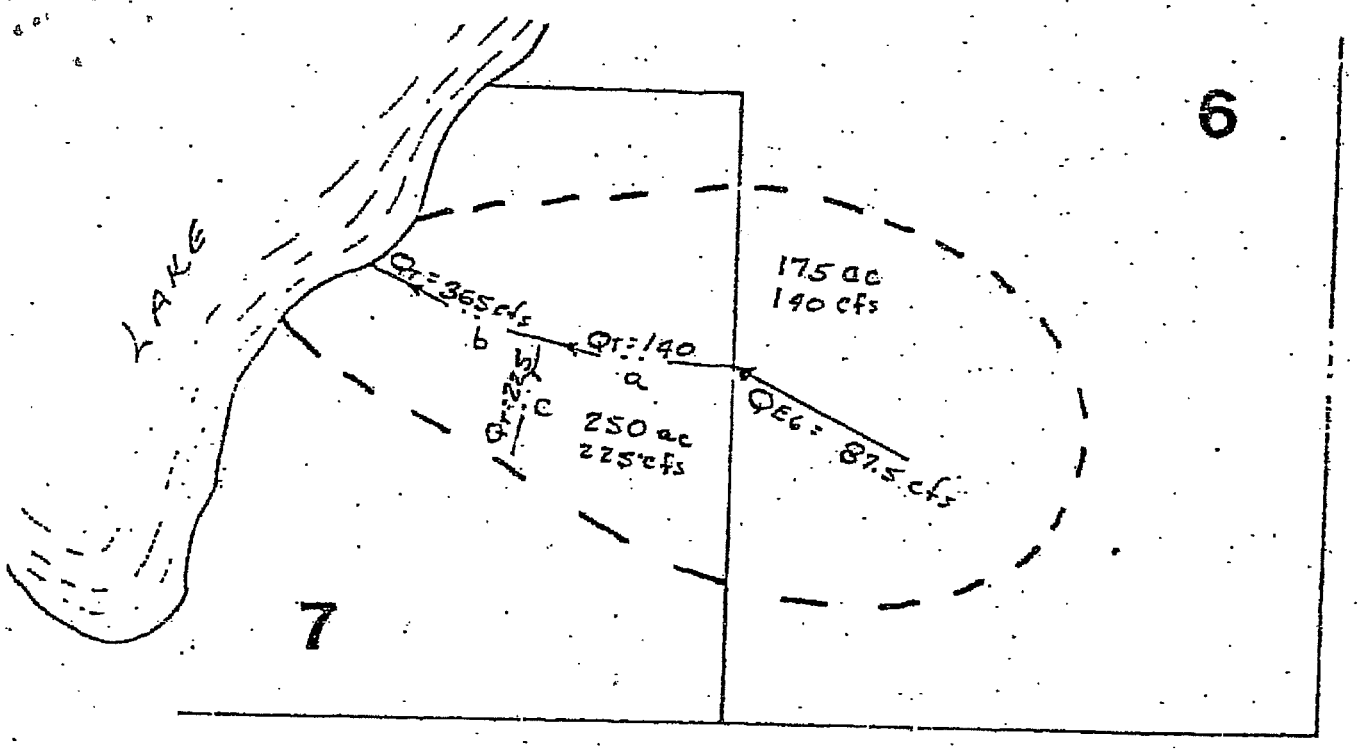
Q_{E6} is the design flow rate from City #6 which is in excess of the allowable flow rate from City #6;

Q_{A6} is the allowable flow rate from City #6;

Q_{T6} is the total design flow rate from City #6;

Q_T is the total flow rate for which the project is designed in each Segment.

City #6: Cost share for Segment "c" = Zero dollar (no tributary flow).



EXAMPLE "A" - TWO CITIES

Sample Calculations

Assume:

City #6 - Area of Watershed within City #6 = 175 acres
Full development runoff (Q_{T6}) = CIA = 0.40 x 2.0"/h x 175 = 140 cfs
Predevelopment runoff (Q_{A6}) = CIA = 0.15 x 2.0"/h x 175 = 52.5 cfs

Then:

Excess runoff (Q_{E6}) (from formulae: $Q_E = Q_T - Q_A$) = 87.5 cfs

1. City #6 cost share for Segment "a" = $\frac{87.5}{140}$ x project cost for "a" = .63 x Project cost for "a".

(From formulae: share = $\frac{Q_E}{Q_T}$ x Project cost)

Note: Segment "a" ends at first point of entry into the system from City #7.

Assume:

City #7 - Area of Watershed within City #7 = 250 acres and all flows from City #7 enter system by way of Segment "c".
Full development runoff (Q_{T7}) = CIA = .50x1.8x250 = 225 cfs
Design flow for Segment "b" = $Q_{T(SEG.\ "a")} + Q_{T7}$ = 140 + 225 = 365 cfs

2. City #6 has no cost share obligation in Segment "c" when there is no tributary flow from City #6.

(continued)

Then:

3. City #6 cost share for Segment "b" = $\frac{87.5}{365}$ x Project cost for "b" = 0.24 Project cost of "b".

(From formulae: Share = $\frac{Q_{E6}}{Q_T}$ x Project cost)

Note:

City #6 can reduce the excess flow (Q_{E6}) by detention ponding even to the amount that the rate of flow from City #6 (Q_{T6}) is no greater than the allowable flow rate (Q_{A6}). Any reduction in the total rate from City #6 would be applied to the excess rate and thereby reduce the obligation of City #6 to share in the cost of constructing any conveyance system in City #7.

SUMMARY OF COSTS

Segment "a":

City #6: Cost share = $\frac{87.5}{140}$ x Project cost for "a".

City #7: Cost share = $\frac{52.5}{140}$ x Project cost for "a".

Segment "b":

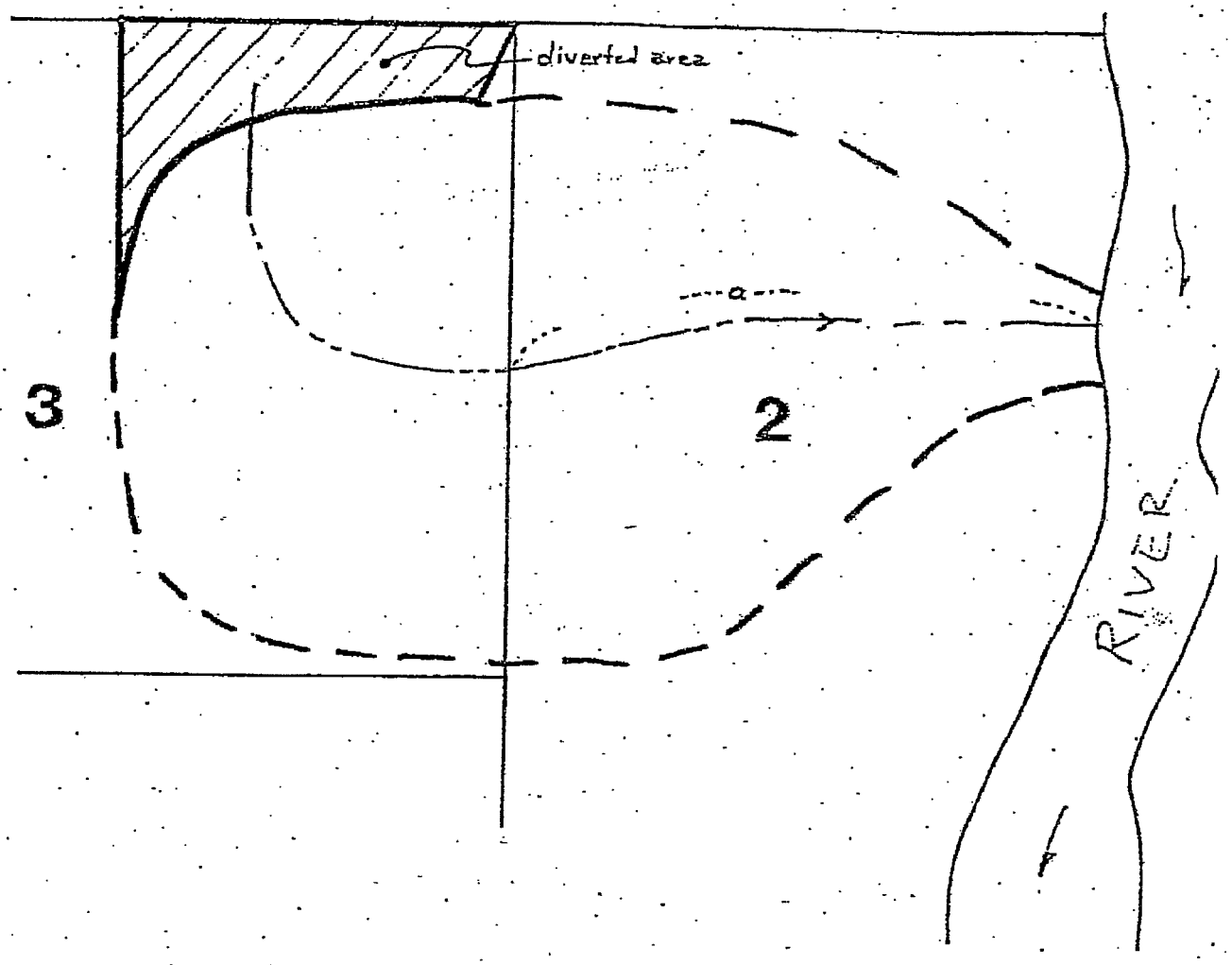
City #6: Cost share = $\frac{87.5}{365}$ x Project cost for "b".

City #7: Cost share = $\frac{277.5}{365}$ x Project cost for "b".

Segment "c":

City #6: Cost share = Zero dollar (no tributary flow).

City #7: Cost share = All of Project cost for "c".



EXAMPLE "B" - TWO CITIES WITH DIVERSION IN

Project: Construct Trunk facility "a" in City #2 only for Cities #2 and #3 under fully developed conditions.

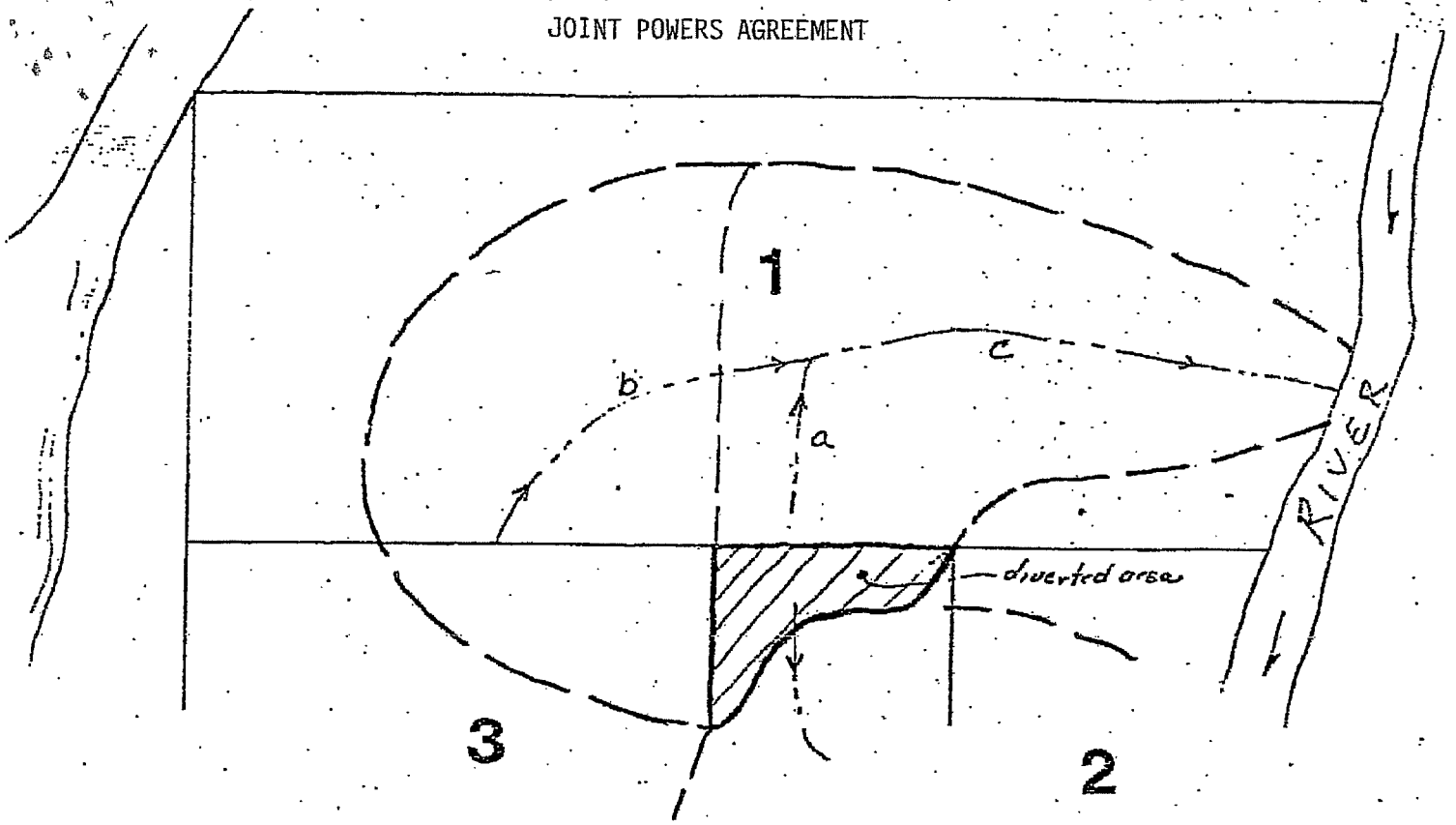
Cost Allocation:

City #3: Cost share $= \frac{Q_{E3}}{Q_T}$ x Total project cost.

Where: $Q_{E3} = Q_{T3} - Q_{A3}$
And Q_{E3} is the design flow from City #3 as described in Example "A" plus all flows coming from the area diverted. All facilities within City #3 are constructed by City #3. Detention in City #3 can reduce Q_{E3};

Q_T and Q_A are as defined in Example "A".

Note: This case applies only where waters are diverted from one City to another City or from one major drainage district to another.



EXAMPLE "C" – TWO CITIES WITH DIVERSION OUT

Project: Construct Trunk Segments "a", "b", "c" in City #1 under fully developed conditions.

Cost Allocation:

City #3: Cost share for Segment "a" = Zero dollars (all flows have been diverted away)

Cost share for Segment "b" $= \frac{Q_{E3}}{Q_T}$ x Total project cost for "b".

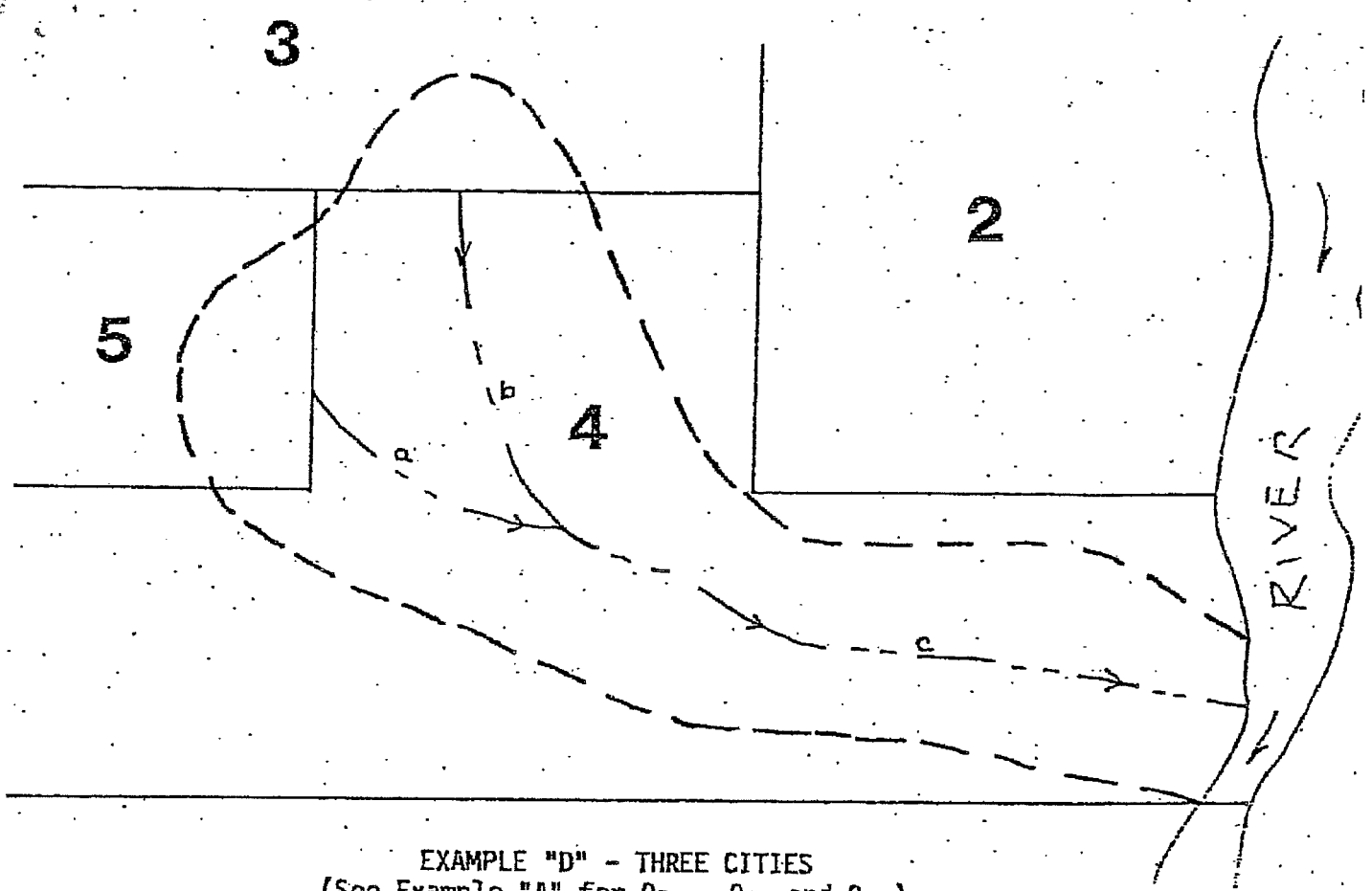
Where: Q_{E3} is the excess flow from City #3 that is tributary to Segment "b" only.

City #3: Cost share for Segment "c" $= \frac{Q_{E3}}{Q_T}$ x Total project cost for "c".

Where: Q_{E3} is the excess flow from City #3 that is tributary to Segment "c" calculated as Q_{E3} tributary to "b" minus Q_{A3} that would have been tributary to "a" had there been no diversion out of the drainage district.

Q_T and Q_A are as defined in Example "A".

Note: This case applies only where waters are diverted from one City to another City or from one major drainage district to another.



EXAMPLE "D" - THREE CITIES
(See Example "A" for Q_T, Q_A and Q_E)

Project: Construct Project (Segments "a", "b" and "c") in City #4 to provide drainage for Cities #3, #4, and #5 under fully developed conditions.

Cost Allocations:

City #3: Cost share Segment "b" = $\frac{Q_{E3}}{Q_T}$ x Project cost for "b".

Cost share Segment "a" = Zero dollars (no tributary flow).

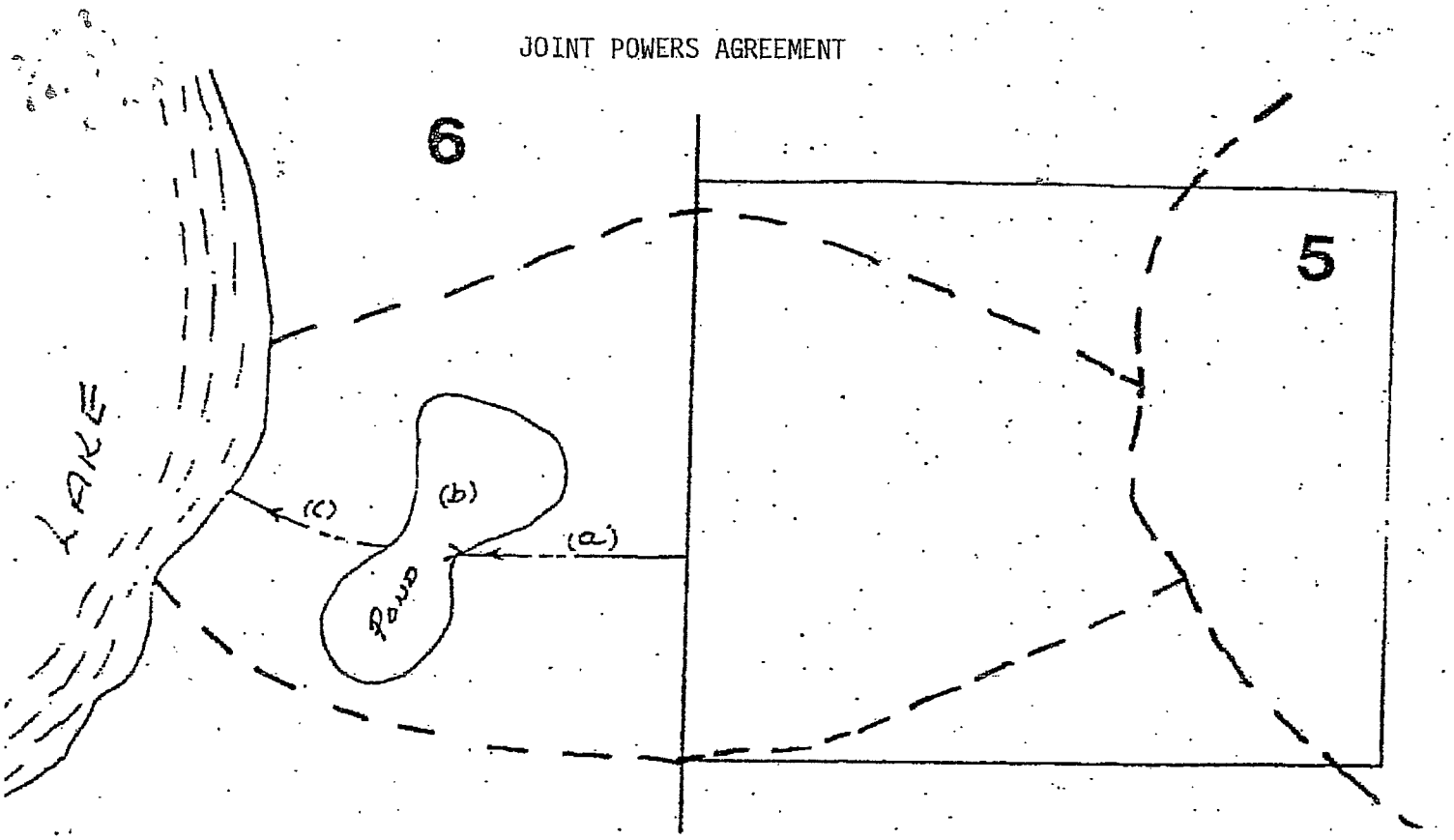
Cost share Segment "c" = $\frac{Q_{E3}}{Q_T}$ x Project cost for "c".

City #5 Cost share Segment "a" = $\frac{Q_{E5}}{Q_T}$ x Project cost for "a".

Cost share Segment "b" = Zero Dollars (no tributary flow).

Cost share Segment "c" = $\frac{Q_{E5}}{Q_T}$ x Project cost for "c".

Where: Q_T is the total flow rate for which each respective Segment is designed.



EXAMPLE "E" - ADDED PONDING
(See Example "A" for definition of Q_T , Q_A and Q_E)

Project: Construct Trunk "a", Detention Pond "b" and Outlet "c" for cities #5 and #6 under fully developed conditions.

Cost Allocation:

City #5 (Trunk "a"): Cost share $= \frac{Q_{E5}}{Q_T}$ x Project cost of Trunk "a".

Where: Q is the total flow rate in Trunk "a".

City #5 (Pond "b"): Cost share $= \frac{V_{E5}}{V_T}$ x Project cost of Pond "b".

Where: V_{E5} is the design Volume of runoff from City #5 which is in excess of the allowable Volume from City #5;

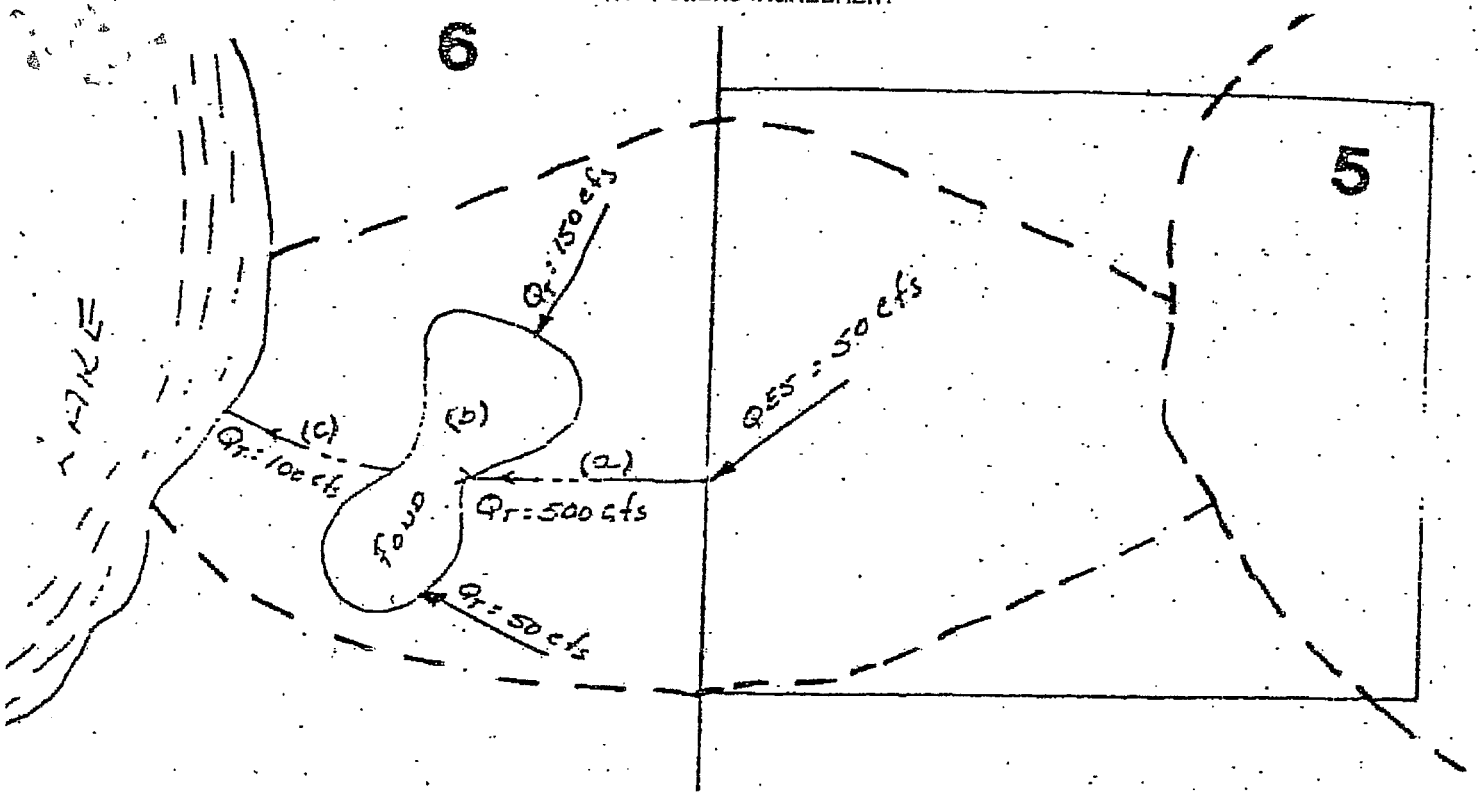
V_T is the total Volume used in the design of the detention pond.

City #5 (Outlet "c"): Cost share $= \frac{Q_{E5}}{Q_T}$ x Project cost of Outlet "c".

Where: Q_{E5} is reduced from Trunk "a" Inlet Q_{E5} by the ratio of $\frac{\text{Outlet } Q_T}{\text{Inlet } Q_T}$;

Inlet Q_T is the summation of all flows into the pond;
Outlet Q_T is the total flow rate out of the pond under design conditions.

Note: See Page 9 for sample calculations



EXAMPLE "E" - ADDED PONDING

Sample calculation for City #5 cost share for Outlet "c":

Assume:

Q_{E5} = 50 cfs

Q_T Pond inflow in Segment "a" = 500 cfs

Q_T Pond inflow from other areas = 200 cfs

ΣQ_T Pond inflow = 700 cfs

Q_T Pond Outlet "c" = 100 cfs

And:

$$Q_{E5\,(OUTLET)} = Q_{E5\,(INLET)} \times \frac{Q_{T\,(OUTLET)}}{\Sigma Q_{T\,(INLET)}}$$

$$\text{City \#5 cost share} = \frac{Q_{E5\,(OUTLET)}}{Q_{T\,(OUTLET)}} \times \text{Project cost of Outlet "c"}$$

Then:

$$Q_{E5}\ \text{(for Segment "c")} = \frac{100}{700} \times 50 = 7.14\ \text{cfs}$$

$$\text{City \#5 cost share} = \frac{7.14}{100} \times \text{Project cost of Outlet "c"}$$

Exhibit C

The Lower Mississippi River Watershed Management Organization (LMRWMO) has developed the following four water quality cost allocation methods:

1. Total Area
2. Effective Impervious Area
3. Relative Pollutant Load
4. Allowable Pollutant Load

A description of each of these four methods is provided in this exhibit, including applicable formulas, and criteria for when application of each method is appropriate. In addition, four hypothetical scenarios are presented to illustrate differences between the four cost allocation methods listed above. An alternative approach to the cost allocation methods listed above is also included, referred to as the "Cost for Equivalent Treatment." This cost allocation approach is described separately, as it must be assessed on a case-by-case basis and is intended for use only when the above methods are considered unacceptable to the LMRWMO Board.

Summary of Cost Allocation Methods

Method 1: Total Area Method

The Total Area method allocates cost based on the fractions of the total tributary area within each member city. This method does not account for the variation in pollutant loading from areas of differing land use (and imperviousness). Nor does this method account for water quality treatment that may already occur upstream of the proposed project (via natural systems or past best management practice (BMP) implementation such as ponds or sedimentation basins). This is the simplest water quality cost allocation method presented, described by Equation 1:

$$Cost_i = \frac{Area_i}{Area_{total}} \qquad \text{Equation 1}$$

...where $Cost_i$ = cost to member city i

$Area_i$ = area within member city i tributary to project

$Area_{total}$ = total area tributary to project

The Total Area Method normally should not be used for projects encompassing a wide range of land use and/or various levels of upstream treatment (and therefore varying pollutant loads). The Total Area cost allocation method is most applicable when the tributary drainage areas from each member city contribute similar pollutant loads per unit area. This is likely to occur when tributary watersheds have similar land use and levels of existing water quality treatment. Criteria for application of this method include:

- Similar land uses across member cities' tributary areas
- Similar levels of existing treatment (if applicable) across member cities' tributary areas/land uses

Method 2: Effective Impervious Area Method

The Effective Impervious Area Method is similar to the Total Area Method in that costs are apportioned based on the fractions of tributary area within each member city. However, the Effective Impervious Area Method is based on the fraction of impervious area (versus total area) within each member city, to account for variation in land use (and imperviousness) throughout the tributary area. The Effective Impervious Area Method also accounts for existing upstream water quality treatment by applying a treatment effectiveness coefficient to areas already receiving treatment, in recognition that the pollutant contribution from "treated" areas will be less. The Effective Impervious Area Method is appealing because it accounts for differences in pollutant contribution from tributary areas both due to land use differences (via an assumed relationship between imperviousness and pollutant loading) and the presence of upstream treatment.

In the Effective Impervious Area Method, the cost is apportioned to each member city based on the fraction of that city's effective tributary area to the total effective tributary area. The effective tributary area includes 100% of the untreated impervious area and a fraction of the treated impervious area. This method is described by the following formulas:

$$Cost_i = \frac{Area_{effective,i}}{Area_{effective,total}} \qquad \text{Equation 2-a}$$

$$Area_{effective,i} = Area_{untreated\ imp,i} + E * Area_{treated\ imp.,i} \qquad \text{Equation 2-b}$$

...where $Cost_i$ = cost to member city i

$Area_{effective,i}$ = untreated impervious area plus fraction of treated, impervious

$Area_{effective,total}$ = sum of effective areas of each tributary member city

$Area_{untreated\ imp,i}$ = untreated impervious area within member city i tributary to project

$Area_{treated\ imp,i}$ = treated impervious area within member city i tributary to project

E = BMP treatment effectiveness (unitless value from 0 to 1.0, 0.5 proposed for total phosphorus)

As shown in Equation 2-b, the Effective Impervious Area Method incorporates treated areas using a coefficient to account for the treatment efficiency of existing Best Management Practices (BMPs). For simplicity, a single coefficient of 0.5 is proposed. This value is based on total phosphorus removal performance presented in Table L8 of the *Minnesota Stormwater Manual (*MPCA, 2008). Other coefficients may be more applicable for specific pollutants. Impervious areas (both treated and untreated) are calculated by summing the impervious area for all tributary land uses. Impervious area for each land

use is calculated based on the tributary area and an assumed impervious fraction for the given land use (see Table 1 for example impervious fraction assumptions for a selection of land uses).

$$Area_{imp,i} = \sum K_j Area_{i,j} \qquad \text{Equation 2-c}$$

...where $Area_{imp,i}$ = treated or untreated impervious area within member city *i* tributary to project

$Area_{i,j}$ = area within member city *i* of land use *j* tributary to project

K = fraction of imperviousness for land use *j* (unitless value from 0 to 1.0)

The Effective Impervious Area cost allocation method is most applicable when tributary areas are comprised of different land use types and existing water quality treatment BMPs. This method simplifies variability in treatment efficiency in order to limit method complexity. If no existing treatment BMPs are in-place, this method presents a relatively simple way to account for variability in land use. Criteria for application of this method include:

- Impervious areas are present in tributary watersheds
- Varying land uses across tributary watersheds
- Treatment BMPs are present in tributary areas

Table 1. Average impervious fraction of land use types

Land Use	Impervious Fraction
Natural/Park/Open	0.0
Low Density Residential	0.2
High Density Residential	0.4
Institutional	0.5
Highway	0.5
Commercial	0.8
Industrial/Office	0.8

Method 3: Relative Pollutant Load

Method 3 – Relative Pollutant Load allocates cost based on the fraction of the total pollutant load to the project that is contributed by each member city. This method is more detailed than Method 2 (presented above) in that it estimates pollutant loading (pounds of pollutant per year) from land used and considers variable effectiveness of existing treatment. While a detailed runoff model (e.g., P8) could be used to estimate Relative Pollutant Loading, use of a calculation based "simple" method is proposed to limit the level of computational effort required. The simple method, which is described in the Minnesota Stormwater Manual, estimates runoff volume and pollutant concentrations based on imperviousness and land use, as described in the following formulas:

$$Cost_i = \frac{W_i}{W_{total}} \qquad \text{Equation 3-a}$$

$$W_i = W_{untreated,i} + \sum W_{BMP,j,i} \qquad \text{Equation 3-b}$$

$$W_{untreated,i} = 0.2(P)(R_v)(C)(Area_{untreated,i}) \qquad \text{Equation 3-c}$$

$$W_{BMP,j,i} = 0.2(P)(R_v)(C)(Area_{BMP,j,i})(BMP_{RE}) \qquad \text{Equation 3-d}$$

...where $Cost_i$ = cost to member city i

W_i = annual load contributed by member city i (lbs/yr)

W_{total} = total annual load to the project (lbs/yr)

$W_{untreated,i,}$ = annual load contributed from untreated areas of member city i (lbs/yr)

$W_{BMP,i,j}$ = annual load contributed from areas of member city i treated by BMP j (lbs/yr)

P = annual precipitation (inches)

R_v = runoff coefficient (0.05 + 0. 9*I) (unitless)

I = average percent imperviousness of tributary area (unitless value from 0 to 1.0)

C = concentration of pollutant in runoff (0.3 mg/L for P in urban environments)

$Area_{untreated,i}$ = untreated area within city i tributary to project (acres)

$Area_{BMP,j,i}$ = area within city i tributary to treatment BMP j (acres)

BMP_{RE} = 1 – BMP treatment efficiency (unitless value from 0 to 1.0)

0.2 = unit conversion factor based on the input parameters as shown above

In the simple method, annual precipitation (P), area, and a runoff coefficient (R_v) are multiplied to create a runoff volume. That volume is multiplied by an assumed pollutant concentration (C) to determine the load (W). The runoff coefficient is an area-weighted average based on imperviousness. The fraction of

imperviousness for each land use type is as described in Method 2 (see Table 1).When there is existing treatment within the tributary watershed, the pollutant removal is quantified by the removal efficiency of a given best management practice (BMP_{RE}). BMP removal efficiencies are derived from Table L8 of the *Minnesota Stormwater Manual* (MPCA, 2008). The total load from a member city to the proposed project is the sum of the untreated load and the treated load from each BMP.

This method is more technical than area-based methods and requires detailed user inputs. This method accounts for varying degrees of treatment. This method is identical to Method 2 (Impervious Area Method) if all BMP treatment efficiencies are the same. The benefit of this method is the calculation of annual load from each area, which may be required for grant reporting or demonstrating waste load allocation (WLA) compliance. Criteria for application of this method include:

- Varying land uses across tributary watersheds
- Significant treatment BMPs are present in tributary areas
- Wide range in effectiveness of existing treatment

Method 4: Allowable Pollutant Load

Method 4 – Allowable Pollutant Load, apportions cost for water quality improvements similar to the existing allowable flow method, but based on pollutant load rather than flow. In this method, an upstream member city's portion of the project cost is based on the percentage of the upstream city's "excess" load relative to the total load to the project. Excess load is the total load from the upstream member city less an "allowable" load. Thus, the upstream city receives a credit for that allowable pollutant load. The credit is paid by the downstream city in which the project is located. The cost assigned to the city in which the project is located is based on the ratio of that city's total load (including the allowable pollutant loads from all upstream member cities) to the total load to the project.

The total load from areas tributary to the project is calculated using the simple method as described in Method 3 – Relative Pollutant Load. There are many ways that the "allowable" pollutant load could be defined. Allowable pollutant load is calculated by multiplying a member city's tributary area by an export coefficient (pollutant loading per unit area) corresponding to natural conditions. For simplicity, a single export coefficient is proposed for each pollutant. An export coefficient of 0.15 kg/ha/year (or 0.17 lbs/acre/year) is proposed for total phosphorus generated from natural areas. This value represents a combination of forested, mixed, and idle land export coefficients summarized in the *Review of Published Export Coefficients and Event Mean Concentration Data* (Lin, 2004). Excess load is calculated as the difference between the total load and the allowable pollutant load. This method is described by the formulas shown below:

$$Cost_{up.\ i} = \frac{W_{excess,up.\ i}}{W_{total}} \qquad \text{Equation 4-a}$$

$$W_{excess,up.\ i} = W_{up.\ i} - W_{allowable,up.\ i} \qquad \text{Equation 4-b}$$

$$W_{allowable,up.\ i} = (C_{nat})(Area_{up.\ i}) \qquad \text{Equation 4-c}$$

$$Cost_{host} = Cost_{total} - \sum Cost_{up.\ i} = \frac{W_{total} - \sum W_{excess,up.\ i}}{W_{total}} \qquad \text{Equation 4-d}$$

...where $Cost_{up.\ i}$ = cost to upstream member city *i*

$Cost_{host}$ = cost to member city in which the project is located

W_{total} = annual total load to project (lbs, see Method 3 – Relative Pollutant Load)

$W_{up.\ i}$ = annual total load from upstream member city *i* tributary to project (lbs, see Method 3 – Relative Pollutant Load)

$W_{allowable,up.\ i,}$ = annual allowable pollutant load from upstream member city *i* tributary to project (lbs)

$W_{excess,up.\ i}$ = annual excess load from upstream member city *i* tributary to project (lbs)

$Area_{up.\ i}$ = area within upstream member city *i* tributary to project (acres)

C_{nat} = pollutant-specific export coefficient (lbs/acre/yr, 0.17 proposed for total phosphorus)

The allowable pollutant load calculation shown above is provided as a simple method applicable to most situations. In some cases (e.g., TMDL waste load allocations) it may be useful to define allowable pollutant load through other methods. Relative to Method 3 – Relative Pollutant Load, Method 4 rewards member cities that have taken steps to reduce their loading towards pre-development levels. Criteria for application of this method are similar to Method 3 and include:

- Varying land uses across tributary watersheds
- Significant treatment BMPs are present in tributary areas
- Wide range in effectiveness of existing treatment

Alternative Approach: Cost for Equivalent Treatment

Cost for Equivalent Treatment apportions the cost for water quality improvements located downstream of a member city based on the cost to achieve the same level of treatment through other means. In this method, an upstream city would contribute to a downstream city's water quality improvement project based on the cost of implementing other equally-effective BMPs, and the share of the improvement (or pounds of loading reduction) that they get credit for. This method implies that a pollutant reduction target has been established for each city (i.e., improving the quality of a downstream lake requires a certain level of treatment throughout the watershed). Desired load reductions could be estimated using the simple method described in Method 3 (Relative Pollutant Load).

This method could be considered when an upstream city believes the proposed downstream water quality improvement project is too expensive as a result of BMP selection and/or other design factors, and a less

expensive option exists to achieve the expected results of the downstream project. However, this method is only applicable if the less expensive option is feasible and can be demonstrated to achieve similar results, through comparison of estimated load reductions for the proposed project and the alternative, equivalent treatment. The inherent difficulty of the Cost for Equivalent Treatment approach is assessing an appropriate cost for equivalent treatment. The cost of achieving a given load reduction may vary based on many factors, including treatment location (i.e., upstream versus downstream), further complicating the estimation of a cost for equivalent treatment. Given the number of variables involved, this cost allocation approach is less structured than the other methods.

Ultimately, the cost for equivalent treatment allocation method must be applied on a case-by-case basis and should be limited to situations where other cost allocation methods are not applicable or acceptable to the LMRWMO Board.

Method Comparison via Hypothetical Scenarios

Four hypothetical scenarios involving three contributing cities were developed to illustrate the differences between cost allocation Methods 1 through 4 (Method 5 – Cost of Equivalent Treatment must be considered on a case-by-case basis and cannot be evaluated in the hypothetical situations presented here). Characteristics of the three contributing cities were varied to create the following four scenarios (see Figure 1):

- Scenario 1 – Identical land use with no treatment
- Scenario 2 – Different land use with no treatment
- Scenario 3 – Identical land use with varying levels of treatment
- Scenario 4 – Different land use with varying levels of treatment

For simplicity, all four scenarios include three contributing cities, with equal land area contributions. The contributing areas include:

- City A – 10 acres located in member city A, upstream of the project
- City B – 10 acres located in member city B, upstream of the project
- City C – 10 acres located in member city C, in which the project is located

Each scenario and the resulting relative cost distributions are summarized in the following sections.

Figure 1. Schematic of scenarios used to evaluate cost allocation methods

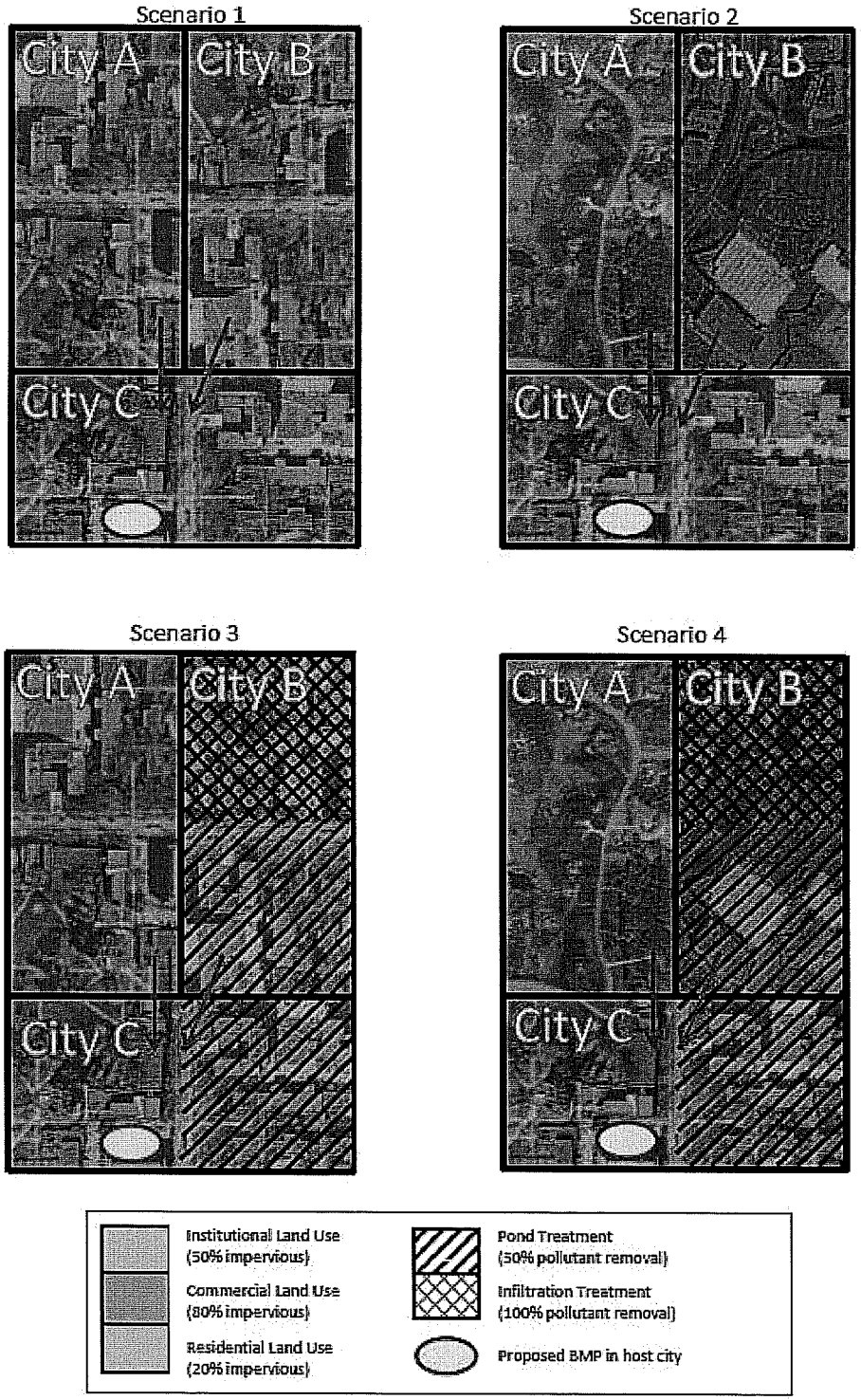


Figure 1. Schematic of scenarios used to evaluate cost allocation methods

Scenario 1 – Identical Land Use with No Treatment

Scenario 1 assumes institutional land use (50 percent impervious area) for all areas within each contributing city. All land within each contributing city is assumed to be untreated. This scenario is illustrated in Figure 1. The relative cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 2.

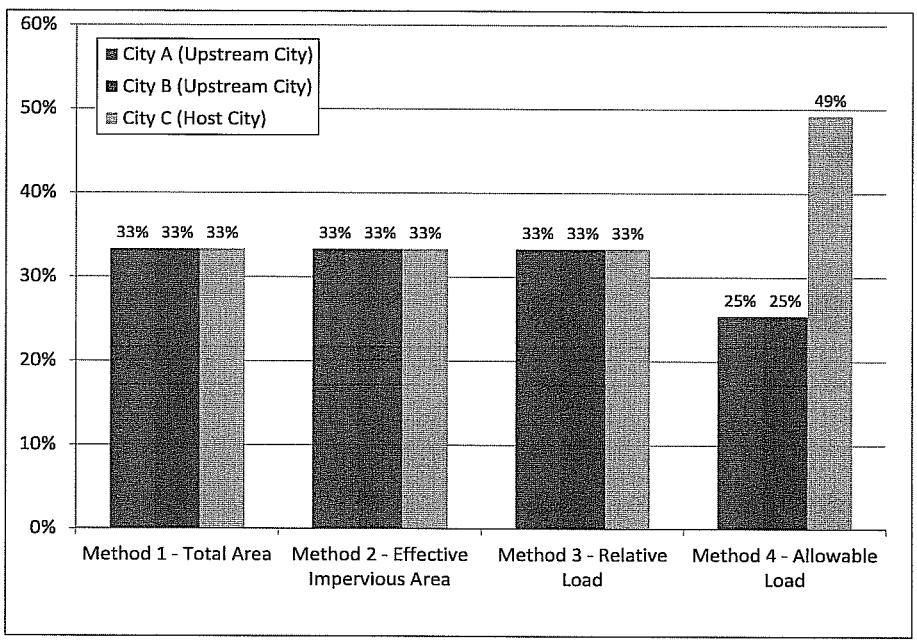


Figure 2. Cost allocation results for Scenario 1 – Identical land use

Costs are equally distributed amongst all cities according to cost allocation Methods 1 through 3 in Scenario 1. As each city's contributing area has identical characteristics, each has the same area, impervious area, and load, resulting in equivalent cost distribution for those methods. In Method 4 – Allowable Pollutant Load, upstream cities A and B receive a credit for an allowable pollutant load, reducing their relative cost from 33 percent of the total to 25 percent of the total. City C, as the host city, bears the cost for that credit; the cost to city C increases from 33 percent to 49 percent.

Scenario 2 – Different land use with no treatment

Scenario 2 assumes a unique land use type for each contributing city. City A is classified as low density residential land use (20 percent impervious). City B is classified as commercial land use (80 percent impervious). City C, the host city, is designated as institutional land use (50 percent impervious), as in Scenario 1. No treatment is assumed for any of the contributing area. This scenario is illustrated in Figure 1. The relative cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 3.

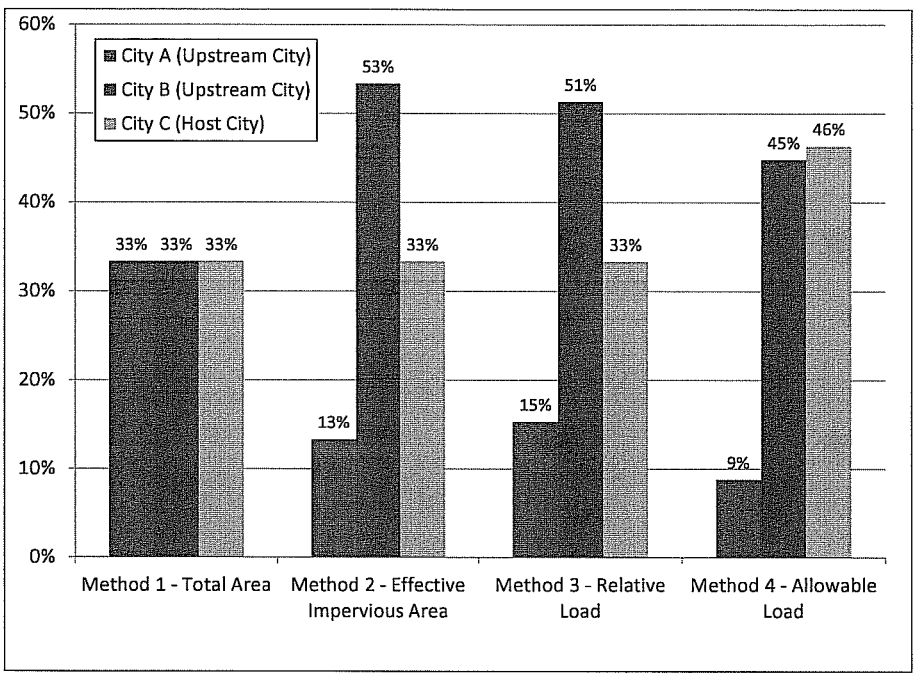


Figure 3. Cost allocation results for Scenario 2 – Different land use

In Scenario 2, the different land uses result in significantly different cost allocations for Method 2 – Effective Impervious Area as compared to Method 1 – Total area. Method 3 – Relative Pollutant Load returns a cost allocation approximately equal to Method 2, as there is no treatment in any of the contributing areas. The small difference between Methods 2 and 3 is due to the runoff coefficient used in the simple method formula to calculate pollutant load. In Scenario 2, the load from city B is much greater than its allowable pollutant load, resulting in a smaller cost difference between Method 3 and Method 4 – Allowable Pollutant Load. Thus, the additional allowable pollutant load borne by the host city (city C) is smaller than in Scenario 1.

Scenario 3 – Similar land use with varying treatment

Scenario 3 assumes the same land use as in Scenario 1, but adds various levels of existing water quality treatment. City A has no treatment. In city B, half of the tributary area is treated via a pond; the other half is treated by infiltration. Half city C's contributing area is treated by a pond and the remaining half of the area is untreated. Pollutant removal efficiency is assumed to be 50 percent for a pond and 100 percent for infiltration. This scenario is illustrated in Figure 1. The cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 4.

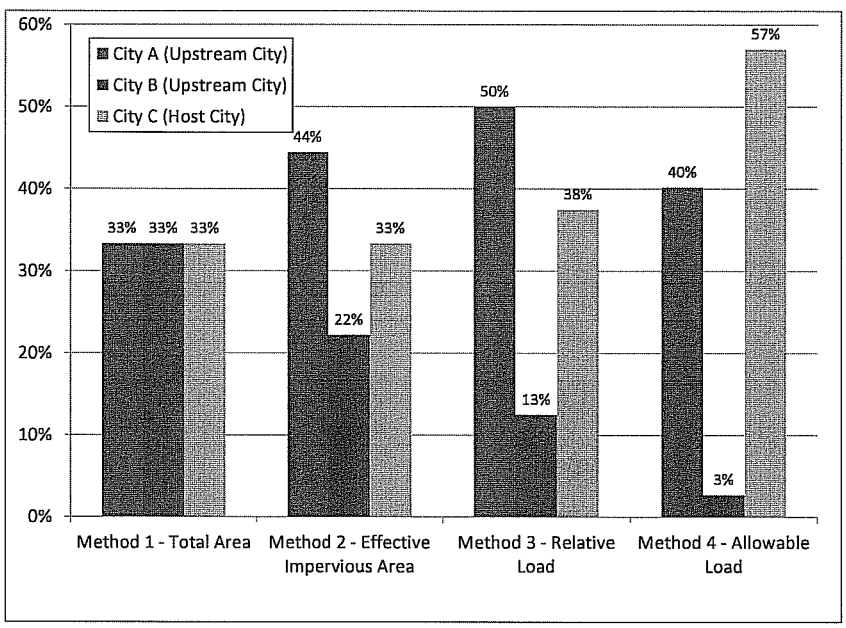


Figure 4. Cost allocation results for Scenario 3 – Identical land use with treatment

As with Scenarios 1 and 2, Method 1 – Total Area results in an equal cost allocation among each city. In Method 2 – Effective Impervious Area, the cost to city A is increased due to the lack of existing treatment BMPs within its contributing area. City B has the lowest "effective" imperviousness because 100% of the contributing area receives some kind of treatment. The cost to city C is higher than city B because only half of the area in city C receives treatment. In Scenario 3, Method 3 – Relative Pollutant Load results in a reduced cost for city B relative to Method 2 because the average treatment efficiency for the two BMPs is greater than the overall efficiency assumed in method 2 (50% pollutant removal). The relative cost to city C between Method 2 and Method 3 is similar, as the assumed treatment efficiency in Method 2 is the same as the treatment efficiency of the single pond in Method 3. The relative cost to city A is similar between Methods 2 and 3 because there is no treatment in city A. Using Method 4 – Allowable Pollutant Load, the cost assigned to city A decreases because city A gets a credit for the load expected under natural watershed conditions ("allowable" load). City B receives the same credit; the cost assigned to city B is minimal because the treatment present in city B reduces the total load to a value close to the allowable pollutant load. The cost to city C increases relative to the other methods, as city C must bear the cost of the allowable pollutant load credited to city A and city B.

Scenario 4 – Different land use with varying treatment

Scenario 4 is the most complex scenario and a scenario likely to occur in the LMRWMO. This scenario combines the differing land use types in Scenario 2 with the varying levels of existing water quality treatment of Scenario 3. This scenario is illustrated in Figure 1. The cost breakdown between cities A, B, and C is illustrated for each of the four cost allocation methods in Figure 5.

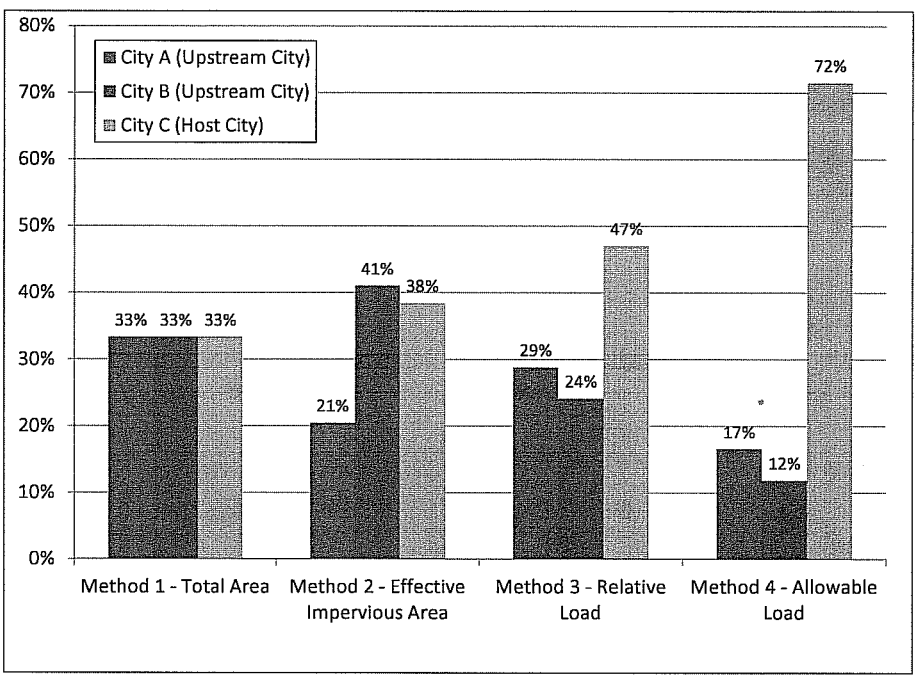


Figure 5. Cost allocation results for Scenario 4 – Different land use with treatment

Method 1 – Total Area results in the same cost breakdown as the other scenarios. In Method 2 – Effective Impervious Area, the lower imperviousness of city A reduces its cost share relative to Method 1. For city B and city C, the costs are approximately the same, as the more intense land use in city B is offset my more treatment. Like Scenario 3, the cost to city B is reduced in Method 3 – Relative Pollutant Load relative to Method 2 because the treatment efficiencies for the two BMPs in city B are greater than the assumed treatment efficiency in Method 2. As in Scenario 3, the reduction in relative cost to city B when moving from Method 2 to Method 3 results in increased relative costs to city A and city C. Method 4 – Allowable Pollutant Load, provides credit to city A and city B for their allowable pollutant loads, resulting in decreased relative costs to those cities and increased relative cost to city C as compared to the other methods.

Summary and Recommendations

Several potential cost allocation methods are presented in this memorandum. The four scenarios described in this memo provide an opportunity to compare and contrast potential water quality project cost allocation methods. Table 2 includes a summary of the cost breakdown between the three hypothetical cities for all cost allocation methods and scenarios. The cost to each city as a fraction of the total project cost is also presented in Figure 6 for all methods and all scenarios. The inputs used in these scenarios are summarized in Table 3.

Table 2. Summary of cost allocation results for all methods and scenarios

Method	Cost to City A / B / C as Percent of Total			
	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Method 1 – Total Area	33 / 33 / 33	33 / 33 / 33	33 / 33 / 33	33 / 33 / 33
Method 2 – Impervious Area	33 / 33 / 33	13 / 53 / 33	44 / 22 / 33	21 / 41 / 38
Method 3 – Relative Pollutant Load	33 / 33 / 33	15 / 51 / 33	50 / 13 / 38	29 / 24 / 47
Method 4 – Allowable Pollutant Load	25 / 25 / 49	9 / 45 / 46	40 / 3 / 57	17 / 12 / 72

Method 2 – Total Area, Method 3 – Relative Pollutant Load, and Method 4 – Allowable Pollutant Load all possess a wide range of applicability, as these methods account for differing land use and existing treatment in tributary watershed areas.

Method 4 – Allowable Pollutant Load is unique among the cost allocation methods in that it applies an "allowable load" credit to the upstream cities, resulting in increased relative cost to city C. This trend is apparent in each hypothetical scenario. This is most pronounced in Scenario 4, when city A and city B are contributing loading close to their allowable pollutant loads. This effect is masked somewhat in Scenario 2, when upstream city B is contributing load well in excess of its allowable pollutant load. Methods 2 and 3 provide similar results when treatment is not present (Scenarios 1 and 2), but deviate when treatment is present (Scenarios 3 and 4).

Method 4 – Allowable Pollutant Load differs from all other methods in that it gives upstream cities credit for the load expected under natural conditions. Should the LMRWMO wish to maintain this credit, Method 4 is recommended in all situations. If credit for allowable pollutant load is not deemed necessary, Methods 2 and 3 are recommended. When treatment is not present, Method 2 – Impervious Area is recommended. When treatment is present, Method 3 – Relative Pollutant Load is recommended.

Selecting a Cost Allocation Method

The applicability of each cost allocation method described herein varies according to the specifics of the proposed project. In general, use of the simplest method deemed appropriate and acceptable to the LMRWMO Board shall be used. Because of the additional effort associated with the Cost for Equivalent Treatment option, use of that allocation approach should be limited to instances when the affected member cities cannot agree to another cost allocation method.

The following should normally be used for method selection, but is not mandatory:

- If the tributary drainage areas from each member city are similar, consider Method 1 (Total Area Method).
- If the project cost is relatively low, consider Method 1 (Total Area Method) or Method 2 (Effective Impervious Area Method).
- If treatment BMPs are present in upstream tributary areas, consider Method 2 (Effective Impervious Area Method), Method 3 (Relative Pollutant Load) or Method 4 (Allowable Pollutant Load).
- If a quantitative calculation of pollutant load is required, consider Method 3 (Relative Pollutant Load) or Method 4 (Allowable Pollutant Load).
- When a reduction in an upstream city's financial obligation for stormwater discharged to a downstream community is appropriate due to implementation of BMPs in the upstream tributary area, consider Method 4 (Allowable Pollutant Load).
- If affected member cities are dissatisfied with all other methods, consider using the Cost for Equivalent Treatment allocation method.

When the information and resources allow, calculation and comparison of all four methods are recommended as part of determining the most appropriate cost allocation. The LMRWMO Board may determine that the most appropriate cost allocation is based directly on one of the four methods identified herein, or it may be an average or combination of several different methods. Understanding the range of possible cost allocation scenarios will result in greater confidence in the ultimate cost allocation selected.

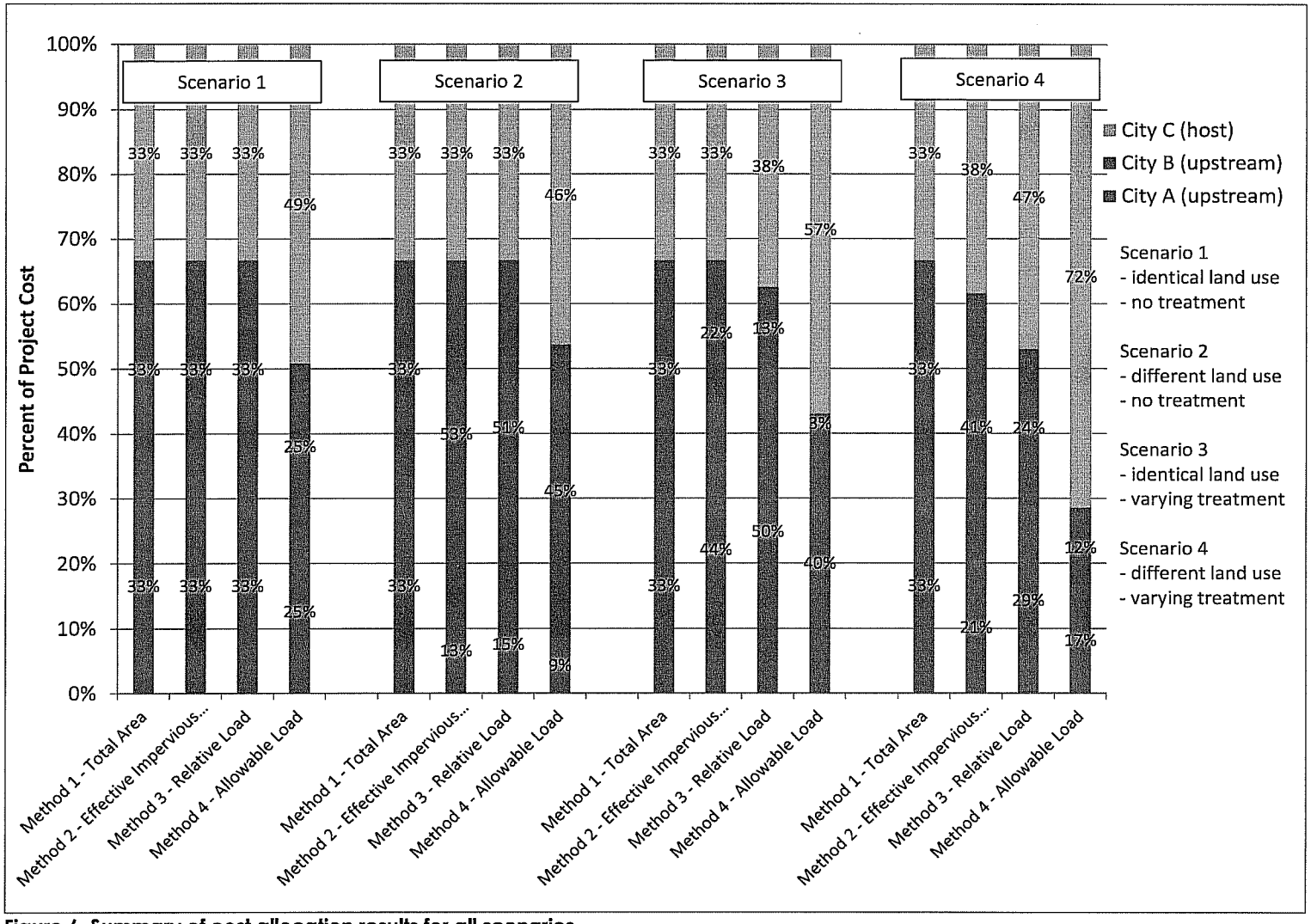


Figure 6. Summary of cost allocation results for all scenarios

Table 3. Summary of contributing area inputs for Scenarios 1 through 4

Watershed Characteristic	Scenario 1			Scenario 2			Scenario 3			Scenario 4		
	City A	City B	City C	City A	City B	City C	City A	City B	City C	City A	City B	City C
Total Area (acres)	10	10	10	10	10	10	10	10	10	10	10	10
Land Use	Inst	Inst	Inst	Res	Com	Inst	Inst	Inst	Inst	Res	Com	Inst
Impervious Fraction	0.5	0.5	0.5	0.2	0.8	0.5	0.5	0.5	0.5	0.2	0.8	0.5
Is there treatment?	No	No	No	No	No	No	No	Yes	Yes	No	Yes	Yes
Untreated Area (acres)	10	10	10	10	10	10	10	0	5	10	0	5
Area treated by BMP 1 (single pond)	--	--	--	--	--	--	--	5	5	--	5	5
BMP 1 Removal Efficiency	--	--	--	--	--	--	--	0.5	0.5	--	0.5	0.5
Area treated by BMP 2 (infiltration)	--	--	--	--	--	--	--	5	--	--	5	--
BMP 2 Removal Efficiency	--	--	--	--	--	--	--	1.0	--	--	1.0	--

Approved by the City Council
_____, 20____.

CITY OF INVER GROVE HEIGHTS

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF LILYDALE

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF MENDOTA HEIGHTS

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF ST. PAUL

BY: _____

Attest: _____

Approved as to Form:

By:_____
Assistant City Attorney

Approved by the City Council
_____, 20____.

CITY OF SOUTH ST. PAUL

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF SUNFISH LAKE

BY: _____

Attest: _____

Approved by the City Council
_____, 20____.

CITY OF WEST ST. PAUL

BY: _____
Its Mayor

BY: _____
Its City Manager

AGENDA ITEM 4H

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

Approve Appointment of City Engineer to the Technical Advisory Committee (TAC) of the Lower Mississippi River Watershed Management Organization (LMRWMO)

Meeting Date:	November 13, 2012		Fiscal/FTE Impact:
Item Type:	Consent	X	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
	SDT		New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Approve appointment of Thomas J. Kaldunski, PE, City Engineer, as the Inver Grove Heights representative on the TAC of the Lower Mississippi River Watershed Management Organization per the Second Amendment to the Joint Powers Agreement of the LMRWMO.

SUMMARY

The City of Inver Grove Heights has been actively involved with the LMRWMO since its inception in 1985. The City has had various public officials and citizens serve on the Board of the LMRWMO. Currently, the Board is made up of citizens appointed by the City Council. The appointed Citizen Board members have voting authority for LMRWMO. From time to time, the Board has asked its TAC, comprised of City Engineers, Public Works Directors, and other governmental agencies to review specific technical issues such as cost allocation formulas and updates to the Watershed Management Plan.

The TAC reports their findings and recommendation to the Board for final approval. The TAC is a non-voting advisory committee. The appointed board member has voting authority to make the decisions for the LMRWMO.

The Inver Grove Heights City Engineer has been a long serving member of the TAC. With the adoption of the Second Amendment to the JPA for the LMRWMO, the Board has asked its member City Councils to appoint a non-voting advisory member to the LMRWMO TAC.

It is recommended that the City of Inver Grove Heights appoint its current City Engineer, Thomas J. Kaldunski, PE, or his successors to this non-voting advisory member position to continue the City's support of the LMRWMO and its TAC.

TJK/kf

AGENDA ITEM 4I

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

Approve Custom Grading Agreement for Lot 2, Block 2, Orchard Trail

Meeting Date:	November 13, 2012		Fiscal/FTE Impact:
Item Type:	Consent	X	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 SDT		FTE included in current complement
			New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Approve a Custom Grading Agreement for a new home to be built in the Orchard Trail Addition (1697 86th Court East).

SUMMARY

The owners of Lot 2, Block 2, Orchard Trail Addition, are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owner, Mr. Thomas Mihm, representing Mihm Custom Homes, Inc., has provided the required Grading and Erosion Control Plans. They are following the Storm Water Management Plan from the original Orchard Trail Development requirements which allows the site to drain to an existing wetland and regional basin in the Orchard Trail Development. They have also signed the Custom Grading Agreement (attached) which spells out the conditions to be met which includes the construction of a rain garden to treat the new impervious surface runoff before it is discharged. They will also be providing a surety of $10,000 to ensure compliance. An engineering escrow of $1,500 will also be provided to cover any costs incurred by the City for review and inspection of the site grading. The owner will be able to apply for his building permit following the Council approval of the Custom Grading Agreement.

It is recommended that the City Council approve the Custom Grading Agreement for Lot 2, Block 2, Orchard Trail and authorize the Mayor to execute the Agreement. The homeowner will provide surety and escrows as he applies for his building permit in the coming weeks.

TJK/kf
Attachments: Custom Grading Agreement
Existing site plan

CUSTOM GRADING AGREEMENT
FOR
LOT 2, BLOCK 2, ORCHARD TRAIL
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 13th day of November, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Mihm Custom Homes, Inc., a Minnesota corporation.

1.4 **PLAT.** "Plat" means the plat of Orchard Trail located in Inver Grove Heights, Dakota County, Minnesota.

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

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

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

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

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

b.) pipeline companies.

1.13 **PRIOR EASEMENT HOLDERS.** "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Plat or transferred pursuant to this Custom Grading Agreement.

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

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

a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;

b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) breach of the Owner Warranties.

1.16 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.

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

A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.

B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to Lot 2, Block 2, Orchard Trail.

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

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

A. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

1.19 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:
Mihm Custom Homes, Inc.
Attention: Thomas C. Mihm, President
842 Ivy Lane
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.

1.21 **LOT.** Lot means Lot 2, Block 2, Orchard Trail, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

3.3 **GRADING/DRAINAGE PLAN.** The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. The Owner shall install a driveway raingarden in accordance with the Orchard Trail Raingardens plans prepared by Emmons & Oliver Resources, Inc. dated June 16, 2005. The Orchard Trail Raingardens plans prepared by Emmons & Oliver Resources, Inc. are on file with the City.

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

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

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

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

3.8 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Lot in accord with the Development Plans. The Owner agrees 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 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 Custom Grading Agreement. 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 Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.9 AS BUILT INFORMATION. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD.

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 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

a.) breach by the Owner of the Owner Warranties;

b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

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

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

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the Improvements;

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by

the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

a.) the City may specifically enforce this Custom Grading Agreement;

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;

c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;

d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

("Escrow Amount").

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, 2014. 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, 2014, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

a.) a Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2014.

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

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

10.2 <u>ESCROW RELEASE AND ESCROW INCREASE.</u>

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

10.3 <u>ADDITIONAL INSPECTION ESCROW.</u> In addition to the Escrow Amount, the Owner shall also deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

This Engineering Escrow Amount shall be used to pay the City for engineering inspection fees at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Improvements, the City shall return to the Owner any remaining portion of the Engineering Escrow Amount not

otherwise charged the Owner for engineering inspection performed by the City.

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 the Improvements in the event such problems and deficiencies arise after the City has accepted the Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

a.) The expiration of the warranty period under Section 1.17(E) of this Agreement.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems exceed the initially deposited $1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

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

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

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

11.4 RECORDING. This Custom Grading Agreement shall be recorded by the Owner with the County Recorder by January 15, 2013, and the Owner shall provide and execute any and all documents necessary to implement the recording.

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

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

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of November, 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.

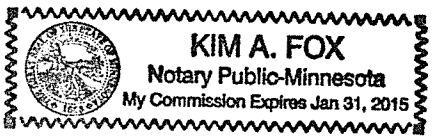
_____
Notary Public

OWNER:
MIHM CUSTOM HOMES, INC.

By: Thomas C. Mihm
Thomas C. Mihm
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

On this 9th day of November, 2012, before me a Notary Public within and for said County, personally appeared Thomas C. Mihm, to me personally known, who being by me duly sworn, did say that he is the President of Mihm Custom Homes, Inc., a Minnesota corporation, and that the foregoing instrument was executed on behalf of Mihm Custom Homes, Inc. by authority of the Boards of Directors of Mihm Custom Homes, Inc.



Kim A. Fox
Notary Public

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

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

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APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Grading, Drainage, and Erosion Control	11-7-12	Pioneer Engineering, P.A.
2.)	Driveway Raingarden	6-16-05	Emmons & Oliver Resources
3.)	Driveway	11-7-12	Pioneer Engineering, P.A.

APPENDIX 2
IMPROVEMENTS

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

CHECKED	COMPLETION DATE	IMPROVEMENT
X	Prior to obtaining building permit	grading, drainage, erosion control
X	Prior to obtaining building permit	curb cut to street
X	Within 6 months after Certificate of Occupancy	landscaping
X	Prior to Certificate of Occupancy	driveway

The Owner shall install a driveway raingarden in accordance with the Orchard Trail Raingardens plans prepared by Emmons & Oliver Resources, Inc. dated June 16, 2005. The Orchard Trail Raingardens plans prepared by Emmons & Oliver Resources, Inc. are on file with the City. The driveway raingarden must be installed prior to Certificate of Occupancy.

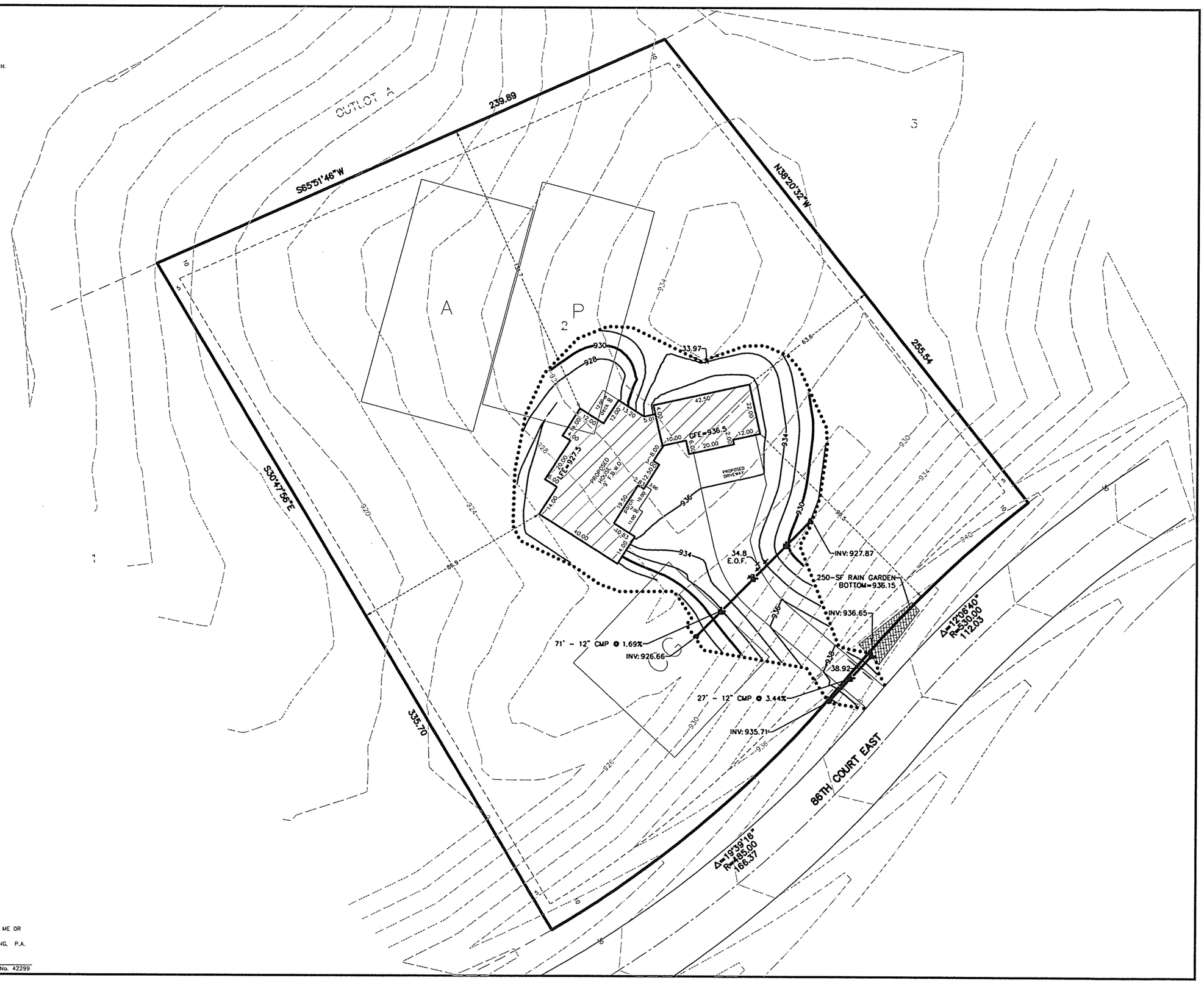
PIONEER*engineering*

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive, Mendota Heights, MN 55120, Phone: (651) 681 1914 Fax: (651) 681 9488 - Pioneereng.com

Certificate of Survey for: **MIHM CUSTOM HOMES**

ADDRESS: 1697 86TH COURT EAST, INVER GROVE HIEGHTS, MN.
BUYER: PAUL STRICKER MODEL: ELEVATION:



LOT AREA = 76,513 sq. ft.
HOUSE AREA =
DRIVEWAY AREA =

BENCH MARK:
TOP NUT HYDRANT
ELEV.=

LOWEST ALLOWABLE OPENING ELEVATION :()
LOWEST ALLOWABLE FLOOR ELEVATION :()

HOUSE ELEVATIONS	:(PROPOSED)	/ASBUILT
LOWEST FLOOR ELEVATION	:(927.5)	/
TOP OF FOUNDATION ELEV.	:()	/
GARAGE SLAB ELEV. @ DOOR	:(936.5)	/
T.O.F. ELEVATION @ LOOKOUT	:()	/

X 000.00 DENOTES EXISTING ELEVATION
(000.00) DENOTES PROPOSED ELEVATION
DENOTES DRAINAGE FLOW DIRECTION
DENOTES SPIKE

NOTE: ADD FOUNDATION LEDGE AS REQUIRED

NOTE: GRADING PLAN BY PIONEER LAST DATED 9-14-04 WAS USED TO DETERMINE THE PROPOSED ELEVATIONS SHOWN ON THIS CERTIFICATE.

NOTE: PROPOSED BUILDING DIMENSIONS SHOWN ARE FOR HORIZONTAL LOCATION OF STRUCTURES ON THE LOT ONLY. CONTACT BUILDER PRIOR TO CONSTRUCTION FOR APPROVED CONSTRUCTION PLANS.

NOTE: NO SPECIFIC SOILS INVESTIGATION HAS BEEN PERFORMED ON THIS LOT BY THE SURVEYOR. THE SUITABILITY OF SOILS TO SUPPORT THE SPECIFIC HOUSE PROPOSED IS NOT THE RESPONSIBILITY OF THE SURVEYOR.

NOTE: THIS CERTIFICATE DOES NOT PURPORT TO SHOW EASEMENTS OTHER THAN THOSE SHOWN ON THE RECORDED PLAT.

NOTE: CONTRACTOR MUST VERIFY DRIVEWAY DESIGN.

NOTE: BEARINGS SHOWN ARE BASED ON AN ASSUMED DATUM

WE HEREBY CERTIFY TO MIHM CUSTOM HOMES THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE BOUNDARIES OF:

LOT 2, BLOCK 2, ORCHARD TRAIL

DAKOTA COUNTY, MINNESOTA

IT DOES NOT PURPORT TO SHOW IMPROVEMENTS OR ENCROACHMENTS, EXCEPT AS SHOWN, AS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION THIS 6TH DAY OF NOVEMBER, 2012.

REVISED:	NOTE:
xx-xx-xx	xxx

SCALE : 1 INCH = 20 FEET

SIGNED: PIONEER ENGINEERING, P.A.

BY: _____
Peter J. Hawkinson License No. 42299

(2358) 112311000 NJK

(Print On 22" x 34" Sheet)

AGENDA ITEM 4J

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

Resolution Approving a Grading and Stockpile Agreement with 160 Investments, LLC

Meeting Date:	November 13, 2012		Fiscal/FTE Impact:
Item Type:	Consent TJK	X	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:			FTE included in current complement
			New FTE requested – N/A
			Other:

SUMMARY

As you know the City and Tradition Homes have been discussing a stockpile agreement for the material removed from the Argenta Hills 5th Addition site. An estimated 35,000 CY of material was stockpiled further to the west.

A draft agreement was prepared by the City Attorney and shared with Mr. Jacob Fick of Tradition Homes. We are planning to meet next week to discuss the terms of the stockpile agreement and come to the final agreement. It is anticipated the stockpile agreement will be brought to the Council for approval in late November or early December.

TJK/kf

AGENDA ITEM _____

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

Appointment of Auditors for the Year Ending December 31, 2012

Meeting Date:	November 13, 2012
Item Type:	Consent
Contact:	Kristi Smith 651-450-2521
Prepared by:	Kristi Smith, Finance Director
Reviewed by:	N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To approve the appointment of Kern, DeWenter, Viere, Ltd. as auditors for the City of Inver Grove Heights for the year ending December 31, 2012.

SUMMARY

In 2007, an RFP was issued for professional audit services for the three years ending December 31, 2007, 2008, and 2009 with the option to continue for an additional three years. As a result of this process Kern, DeWenter, Viere, Ltd. was selected to provide audit services to the City.

Staff has been pleased with the work of Kern, DeWenter, Viere, Ltd. and wishes to continue to use their services. The scope of the services to be provided is the same as it was for 2011 and is included in the attached agreement. We expect to have interim work done during the month of January 2013 and fieldwork done during March 2013. We would anticipate having the Comprehensive Annual Financial Report completed and ready to present to the City Council in May 2013. The fee will not exceed $37,500 for the audit and $3,200 for the Single Audit, if necessary. At this time a Single Audit is not anticipated.

I recommend that Kern, DeWenter, Viere, Ltd. be appointed as the City's auditors for the year ending December 31, 2012 and that execution of the attached agreement for auditing services be authorized.

KDV

Expert advice. When you need it.[SM]

October 9, 2012

Ms. Kristi Smith, CPA, CFE, Director of Finance
Mr. Joe Lynch, City Administrator
Members of the City Council
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

We are pleased to confirm our understanding of the services we are to provide the City of Inver Grove Heights (the City) for the year ended December 31, 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City as of and for the year ended December 31, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Schedule of Funding Progress – OPEB (if applicable)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of expenditures of federal awards, if applicable.

2) Combining and Individual Fund Statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory and Statistical Information.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and, where applicable, cash flows in conformity

with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on March 4, 2013 if applicable.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting

material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Kern, DeWenter, Viere, Ltd. (KDV) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to applicable regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation

will be provided under the supervision of KDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the [Name of Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity]. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 4, 2013 and to issue our reports no later than May 15, 2013. Steven Wischmann, CPA/CFF, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $ 37,500 for the audit of the financial statements and $3,200 for the single audit, if applicable. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.[pp] The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.[qq] If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Inver Grove Heights and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Steven Wischmann

Steven Wischmann, CPA/CFF, CFE
Kern, DeWenter, Viere, Ltd.

RESPONSE:

This letter correctly sets forth the understanding of the City of Inver Grove Heights.

By: _____
Title: _____
Date: _____

AGENDA ITEM _____

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

Consider Approval of Revised Master Plan for Heritage Village Park

Meeting Date:	November 13, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	X	None
Contact:	Eric Carlson – 651.450.2587		Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Mark Borgwardt		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
Recommend approval of the updated Heritage Village Park Master Plan as attached.

SUMMARY
In September 2004 the City of Inver Grove Heights adopted the 1st master plan for Heritage Village Park (attached). This version of the plan envisioned the main entrance to the park at a newly created 63th St crossing of the rail road tracks. The railroad did not approve a crossing of the tracks at 63th St so a different plan was created to provide access to the park.

In December 2011 the City adopted an updated master plan for Heritage Village Park (see attached) based on the fact that property currently owned by Allied Waste would become part of the park.

In April 2012 the City began the process to update the master plan for Heritage Village Park based on the fact that Allied Waste does not appear to be interested in selling their property for park purposes. Brauer's and Associates was hire in an amount not to exceed $6,300. Brauer's involvement was minimized to control costs.

Staff met with marina owners and Concord neighborhood businesses to review three concepts that had been developed and we also hosted an open house to solicit feedback. Brauer took all of the comments and developed the attached version of the master plan that we are presenting this evening.

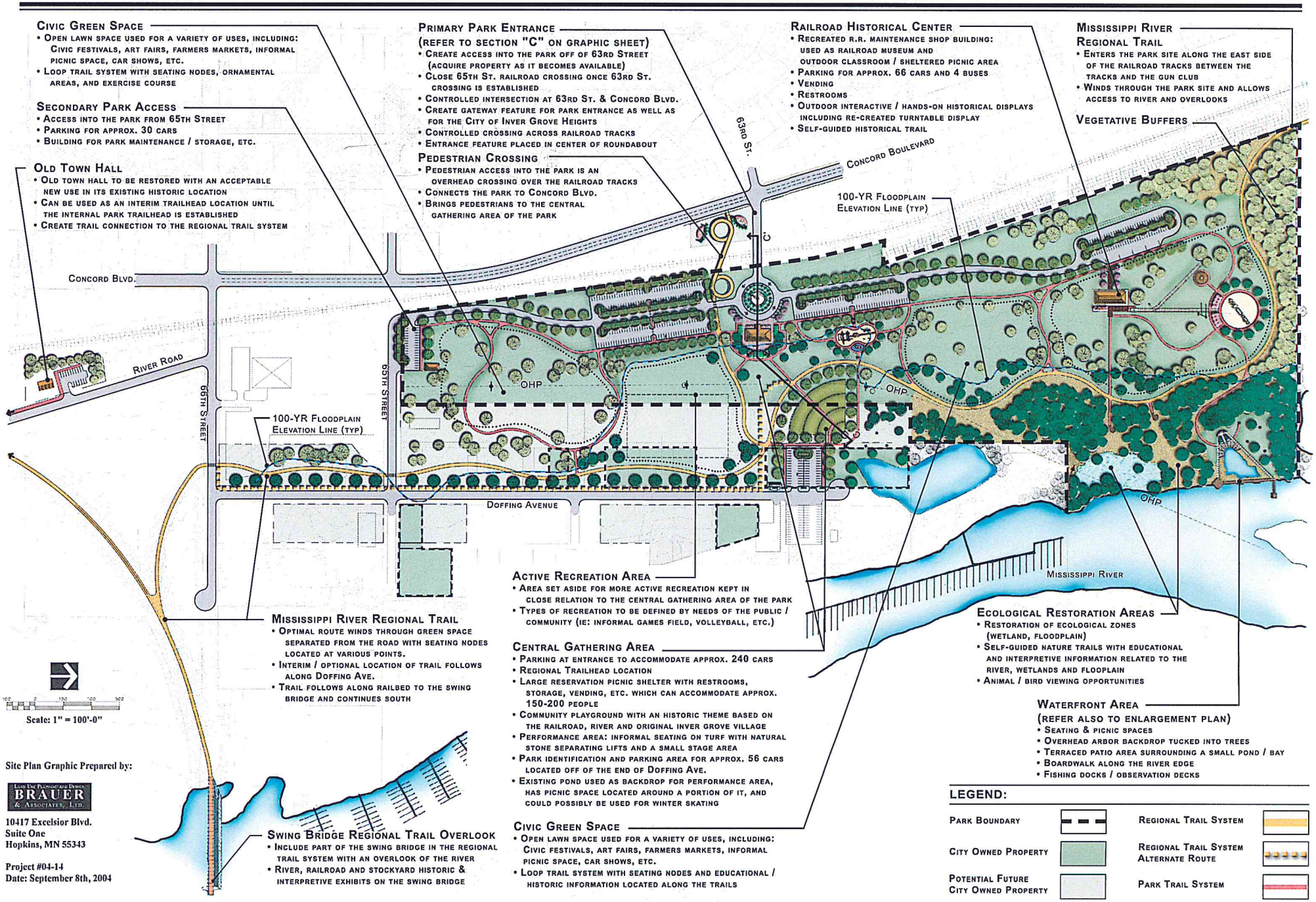
The proposed plan includes all of the program elements that have been in the previously approved plans including:

- Parking
- Future public building
- Playground/Sprayground
- Areas for historic buildings
- Performance area
- Picnic shelters

It is recommended that the attached plan be approved by the Council. The Park and Recreation Commission reviewed this issue on October 10th and is recommending approval.

Heritage Village Park on the Mississippi Master Plan

City of Inver Grove Heights Parks & Recreation



Civic Green Space
- Open lawn space used for a variety of uses, including: Civic festivals, art fairs, farmers markets, informal picnic space, car shows, etc.
- Loop trail system with seating nodes, ornamental areas, and exercise course

Secondary Park Access
- Access into the park from 65th Street
- Parking for approx. 30 cars
- Building for park maintenance / storage, etc.

Old Town Hall
- Old town hall to be restored with an acceptable new use in its existing historic location
- Can be used as an interim trailhead location until the internal park trailhead is established
- Create trail connection to the regional trail system

Primary Park Entrance
(refer to section "C" on graphic sheet)
- Create access into the park off of 63rd Street (acquire property as it becomes available)
- Close 65th St. railroad crossing once 63rd St. crossing is established
- Controlled intersection at 63rd St. & Concord Blvd.
- Create gateway feature for park entrance as well as for the City of Inver Grove Heights
- Controlled crossing across railroad tracks
- Entrance feature placed in center of roundabout

Pedestrian Crossing
- Pedestrian access into the park is an overhead crossing over the railroad tracks
- Connects the park to Concord Blvd.
- Brings pedestrians to the central gathering area of the park

Railroad Historical Center
- Recreated R.R. maintenance shop building: used as railroad museum and outdoor classroom / sheltered picnic area
- Parking for approx. 66 cars and 4 buses
- Vending
- Restrooms
- Outdoor interactive / hands-on historical displays including re-created turntable display
- Self-guided historical trail

Mississippi River Regional Trail
- Enters the park site along the east side of the railroad tracks between the tracks and the gun club
- Winds through the park site and allows access to river and overlooks

Vegetative Buffers

Active Recreation Area
- Area set aside for more active recreation kept in close relation to the central gathering area of the park
- Types of recreation to be defined by needs of the public / community (ie: informal games field, volleyball, etc.)

Central Gathering Area
- Parking at entrance to accommodate approx. 240 cars
- Regional Trailhead location
- Large reservation picnic shelter with restrooms, storage, vending, etc. which can accommodate approx. 150-200 people
- Community playground with an historic theme based on the railroad, river and original inver grove village
- Performance area: informal seating on turf with natural stone separating lifts and a small stage area
- Park identification and parking area for approx. 56 cars located off of the end of Doffing Ave.
- Existing pond used as backdrop for performance area, has picnic space located around a portion of it, and could possibly be used for winter skating

Civic Green Space
- Open lawn space used for a variety of uses, including: Civic festivals, art fairs, farmers markets, informal picnic space, car shows, etc.
- Loop trail system with seating nodes and educational / historic information located along the trails

Mississippi River Regional Trail
- Optimal route winds through green space separated from the road with seating nodes located at various points.
- Interim / optional location of trail follows along Doffing Ave.
- Trail follows along railbed to the swing bridge and continues south

Swing Bridge Regional Trail Overlook
- Include part of the swing bridge in the regional trail system with an overlook of the river
- River, railroad and stockyard historic & interpretive exhibits on the swing bridge

Ecological Restoration Areas
- Restoration of ecological zones (wetland, floodplain)
- Self-guided nature trails with educational and interpretive information related to the river, wetlands and flooplain
- Animal / bird viewing opportunities

Waterfront Area
(refer also to enlargement plan)
- Seating & picnic spaces
- Overhead arbor backdrop tucked into trees
- Terraced patio area surrounding a small pond / bay
- Boardwalk along the river edge
- Fishing docks / observation decks

Legend:

Park Boundary		Regional Trail System	
City Owned Property		Regional Trail System Alternate Route	
Potential Future City Owned Property		Park Trail System	

Site Plan Graphic Prepared by:

Land Use Planning and Design
BRAUER & Associates, Ltd.

10417 Excelsior Blvd.
Suite One
Hopkins, MN 55343

Project #04-14
Date: September 8th, 2004

inver grove heights, mn

Heritage Village Park

ON THE MISSISSIPPI RIVER

Brauer & Associates, Ltd.
Land Use Planning And Design
10417 Excelsior Blvd. - Suite One
Hopkins, MN 55343
Tel 952-236-0631
Fax. 952-235-0633

Project # 10-07
Date: Dec. 1st, 2010

N 0' 100' 200' 300' Graphic Scale

Infiltration Basin (typ)
Use of basins and rain gardens to collect and pretreat stormwater before entering another water body

Improved Roadway
Improve Doffing Ave. with designated turn lanes, adequate separation from adjacent businesses / residents, improved storm water collection, etc.

Historical Buildings
Town Hall and Schoolhouse buildings could be relocated to increase historical significance of the park - depending on final use and costs for relocation. Locations shall be based on use of buildings to fit with appropriate setting, but could be part of the Heritage Gardens

Asphalt Trails
Provides access to park amenities and creates internal loops

Community Space
Open lawn space for various community events, informal sports, etc.

Heritage Gardens
Ornamental gardens containing artifacts, sculptures and interpretive signage displaying the historical significance of the community intertwined with various seating areas and walkways

Event Seating
Small to medium sized park stage for various demonstrations, plays, movies, and park events with adjacent tiered seating in the hillside

Community Space
Open lawn space for various community events, informal sports, etc.

Park Entry
Main park entry with dedicated turning lane, one-way roundabout entrance, park signage monument, drop off area, and parking lots.

Lawn Space
Lawn space designed to recall the roundhouse can be used for many recreational games common with picnics and gatherings, such as lawn volleyball, ladderball, bean bags, croquet, etc.

65th Street Access
65th Street access off of Concord leads to a parking lot and would remain the alternate fire access

Central Play Area
Community sized playground for all age groups and a small splash pad area surrounding an open air picnic shelter

66th Street Gateway
66th Street access off of Concord becomes the main park entrance road with a gateway monument sign along Concord

River Access
Small trail leads down to the river with blocks or large stones creating large steps along the waters edge that can withstand flooding for seating and viewing the river

Rock Island Bridge
Bridge overlook with entrance patio area for gathering and displaying historical information

Deck Overlook
Small deck built on upper railroad track area overlooking the natural areas and river with a staircase leading down to the bridge overlook

History Mystery Node
Location for "clue" associated with a historical themed treasure hunt (typ)

Bridge Gateway
A pedestrian trail leading to the bridge overlook contains historical signage over the trail and a monument sign is placed at the end of the roadway, creating a significant gateway to the bridge location

Regional Trailhead
Parking lot for bridge and trailhead with adjacent bike racks, seating, information kiosk, and restroom facilities with City utility services

Park Building
Multi-purpose building provides main park focal point when entering. Building contains full restrooms, picnic space for approx. 200 people, storage, and a patio area with additional picnic space and custom grills overlooking the lawn

Trail Connections
Trail built on previous railroad line provides a neighborhood connection

Trail Stop
Trail stop with bike racks, information kiosk and maps with directions to Rock Island Bridge are provided along the trail intersection

Regional Trail
Connection to the South

Master Plan-South

inver grove heights, mn

Heritage Village Park

ON THE MISSISSIPPI RIVER

Bruer & Associates, Ltd.
Land Use Planning and Design
10417 Excelsior Blvd - Suite One
Hopkins, MN 55343
Tel: 952-238-0631
Fax: 952-278-0533

Project # 10-07
Date: Dec. 1st, 2010

Pond Picnic Area
Gazebo picnic shelter overlooks the pond and adjacent lawn space, with adjacent satellite restrooms and a small fishing pier on the pond

Community Space
Open lawn space for various community events, informal sports, etc. with adjacent picnic shelter and parking lots

Improved Roadway
Improve Doffing Ave. with designated turn lanes, adequate separation from adjacent businesses / residents, improved storm water collection, etc.

N
0' 100' 200' 300'
Graphic Scale

Interpretive Overlooks
Small overlooks to be placed along the trail throughout the park to make use of scenic views, provide seating areas, and to illustrate historical interpretive information

History Mystery Node
Location for "clue" associated with a historical themed treasure hunt (typ)

Roundhouse Location
Rustic stone benches are placed along the edge of the roundhouse location for historical signficance

Infiltration Basin (typ)
Use of basins and rain gardens to collect and pretreat stormwater before entering another water body

Natural Area
Enhance and restore native prairie and savanna areas of the park with appropriate plant species

Regional Trail
Connection to the North

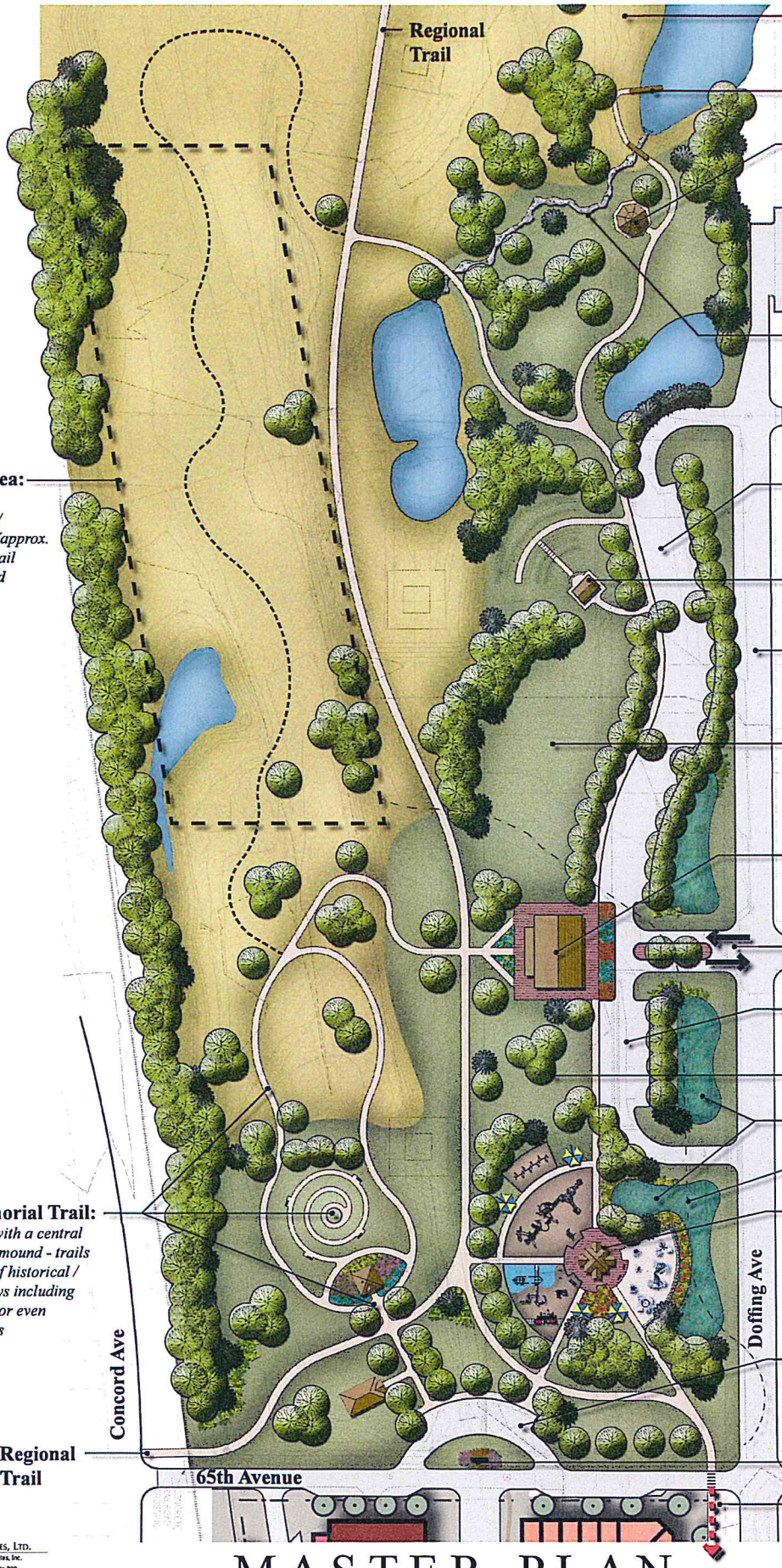
Vegetative Buffers
Create vegetative buffers along the berm for additional screening and naturalization. Plantings shall be appropriate for savannas or hardwood forests

Master Plan - North

Heritage Village Park ON THE MISSISSIPPI RIVER

N

0' 60' 120' 180'
Graphic Scale



Native / Naturalized Landscape

Pier on Pond

Large Group Picnic Shelter

Natural Picnic Setting with Streambed to Pond

Infiltration Area:
Land set aside for stormwater system/ infiltration basins (approx. 3 acres) - nature trail could possibly wind through this area

Parking Lot
Approx. 95-100 spaces in three lots up to building

Small Performance Area

Doffing Ave.
Upgraded with widened road width

Informal / Multipurpose Lawn

Main Park Building
Picnic shelter w/restrooms

Main Park Entrance

Parking Lot
Approx. 25-30 spaces

Picnic Space

Rain Garden / Infiltration Basin

100 yr Floodplain

Heritage Memorial Trail:
Trail loop system with a central path rotating up a mound - trails contain a variety of historical / interpretive displays including signage, artifacts, or even historical buildings

Play Area
Community sized playground areas separated by age/use with splash pad and centrally located picnic shelter

Parking Lot
Approx. 10-12 spaces with links to regional trail system

Regional Trail

Park Monument

Trail Connection to Rock Island Swing Bridge

Brauer & Associates, Ltd.
A Division of WSB & Associates, Inc.
701 Xerxes Avenue South - Suite 300
Minneapolis, MN 55416
Tel. 763-541-4800
Project #1702-230

MASTER PLAN

AGENDA ITEM _____

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

Concord Boulevard Neighborhood - Acquisitions

Meeting Date:	November 13, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Thomas J. Link: 651-450-2546		Amount included in current budget
Prepared by:	Tom Link, Director of Comm. Dev.	X	Budget amendment requested
Reviewed by:	NA		FTE included in current complement
			New FTE requested – N/A
			Other (Revenue)

PURPOSE/ACTION REQUESTED

The City Council is to consider the following resolutions regarding the acquisition of 6671 and 6685 Concord Boulevard:

- Resolution Approving a Purchase Agreement Between the City of Inver Grove Heights Economic Development Authority and Bich-Lieu T. Trieu Relating to the Purchase of Property Located at 6671 Concord Boulevard East

- Resolution Approving a Purchase Agreement Between the City of Inver Grove Heights Economic Development Authority and Daniel Treu Relating to the Purchase of Property Located at 6685 Concord Boulevard East

BACKGROUND

Bich-Lieu Trieu and Daniel Treu, owners of single-family residential properties at 6671 and 6685 Concord Boulevard respectively, approached the City and expressed an interest in selling their properties.

ANALYSIS

The two properties, each of .45 acres, are adjacent to each other. They are to the north of and adjacent to two other lots that the City owns. The two properties are currently designated as Mixed Use in the Comprehensive Plan. They are designated for High Density Residential in the draft Concord Boulevard Neighborhood Plan, adopted by the City Council this last spring. The Planning Commission found the acquisition of the properties to be consistent with the Comprehensive Plan since it aligns with the City's economic development goals, the redevelopment plans of the Concord neighborhood, and the on-going planning efforts to update the Concord Neighborhood Plan. The two properties also lie in one of the areas selected by the City Council for redevelopment efforts.

The public purpose of the acquisitions would be economic development. The City would acquire the properties, remove the buildings, and at some future, undetermined time, sell the properties for redevelopment. To this effect, the Inver Grove Heights Economic Development

Authority (EDA) would be the buyer. The EDA created the necessary economic development district at its meeting on November 5, thus giving the EDA the authority to acquire the properties.

The total costs of the two acquisitions would be $320,000, including acquisition, environmental assessment, legal and closing costs, and demolition. As previously discussed by the EDA, the purchase price of 6671 is $134,436, based on the Dakota County Assessors market value. The purchase price of 6685 would be $114,138, again based on the County's valuation. The EDA would demolish the buildings and sell the lands, currently valued by the County Assessor at $50,200, to a future developer.

The acquisitions would be funded from the EDA Fund. That fund will have sufficient funds, assuming that the City Council approves the transfer of $500,000 from the Host Community fund. The EDA previously approved the transfer of these funds with the stipulation that staff would determine the time and need for the transfer. The fund transfer is a separate action item on this Council agenda.

RECOMMENDATION

City staff recommends approval of the purchase agreements contingent on the City Council approval of the fund transfer.

Enc: Resolution Approving a Purchase Agreement Between the City of Inver Grove Heights Economic Development Authority and Bich-Lieu T. Trieu Relating to the Purchase of Property Located at 6671 Concord Boulevard East
Resolution Approving a Purchase Agreement Between the City of Inver Grove Heights Economic Development Authority and Daniel Treu Relating to the Purchase of Property Located at 6685 Concord Boulevard East
Purchase Agreements (2)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND BICH-LIEU T. TRIEU RELATING TO THE PURCHASE OF PROPERTY LOCATED AT 6671 CONCORD BOULEVARD EAST

WHEREAS, Bich-Lieu T. Trieu (Trieu) owns the real property located at 6671 Concord Boulevard East, Inver Grove Heights, Minnesota, described on the attached Exhibit A (Real Property). The Real Property is tax parcel identification number: 20-43250-00-120.

WHEREAS, the City of Inver Grove Heights Economic Development Authority (EDA) desires to purchase the Real Property in order to promote economic development in the City of Inver Grove Heights.

WHEREAS, the EDA and Trieu have negotiated the attached Purchase Agreement for the sale of the Real Property by Trieu to the EDA for the purchase price of $134,436.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has created Economic Development District No. 4 to allow the EDA to purchase the Real Property.

WHEREAS, Economic Development District No. 4 consists of four (4) tax identification parcels immediately west of Concord Boulevard between 66th Street and 68th Street in Inver Grove Heights and includes the Real Property. The four (4) tax identification parcels are: 20-43250-00-120; 20-43250-00-140; 20-43250-00-150 and 20-43250-00170.

WHEREAS, the purpose of Economic Development District No. 4 is to authorize the EDA to acquire (through negotiation) one or more parcels within the development district for future economic development purposes, including resale to private parties for redevelopment.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has the power and authority to purchase the Real Property for economic development.

WHEREAS, the EDA has asked the City of Inver Grove Heights to provide the monies to the EDA for the purchase of the Real Property.

WHEREAS, prior to providing the purchase monies, the City Council has determined that it wants to review and approve the Purchase Agreement for the Real Property.

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

1. The City Council hereby approves the attached Purchase Agreement between the EDA and Bich-Lieu T. Trieu for the Real Property at a purchase price of $134,436.

2. With respect to the monies that the City of Inver Grove Heights provided to the EDA, the Council approves the use of such monies for the purchase of the Real Property.

Adopted by the City Council of the City of Inver Grove Heights this 13th day of November, 2012.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Lots 11 and 12, Block 1 in William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND DANIEL TREU RELATING TO THE PURCHASE OF PROPERTY LOCATED AT 6685 CONCORD BOULEVARD EAST

WHEREAS, Daniel Treu (Treu) owns the real property located at 6685 Concord Boulevard East, Inver Grove Heights, Minnesota, described on the attached Exhibit A (Real Property). The Real Property is tax identification parcel: 20-43250-00-140.

WHEREAS, the City of Inver Grove Heights Economic Development Authority (EDA) desires to purchase the Real Property in order to promote economic development in the City of Inver Grove Heights.

WHEREAS, the EDA and Treu have negotiated the attached Purchase Agreement for the sale of the Real Property by Treu to the EDA for the purchase price of $114,138.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has created Economic Development District No. 4 to allow the EDA to purchase the Real Property.

WHEREAS, Economic Development District No. 4 consists of four (4) tax identification parcels immediately west of Concord Boulevard between 66th Street and 68th Street in Inver Grove Heights and includes the Real Property. The four (4) tax identification parcels are: 20-43250-00-120; 20-43250-00-140; 20-43250-00-150 and 20-43250-00170.

WHEREAS, the purpose of Economic Development District No. 4 is to authorize the EDA to acquire (through negotiation) one or more parcels within the development district for future economic development purposes, including resale to private parties for redevelopment.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has the power and authority to purchase the Real Property for economic development.

WHEREAS, the EDA has asked the City of Inver Grove Heights to provide the monies to the EDA for the purchase of the Real Property.

WHEREAS, prior to providing the purchase monies, the City Council has determined that it wants to review and approve the Purchase Agreement for the Real Property.

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

1. The City Council hereby approves the attached Purchase Agreement between the EDA and Daniel Treu for the Real Property at a purchase price of $114,138.

2. With respect to the monies that the City of Inver Grove Heights provided to the EDA, the Council approves the use of such monies for the purchase of the Real Property.

Adopted by the City Council of the City of Inver Grove Heights this 13th day of November, 2012.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Lots 13 and 14, Block 1 in William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

PURCHASE AGREEMENT

This Agreement is made this 22nd day of October, 2012, by and between **Bich-Lieu T. Trieu**, a single person, (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights Economic Development Authority,** an economic development authority established under Minnesota Statutes § 469.090 to 469.1082 (hereinafter referred to as "Buyer").

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located at **6671 Concord Boulevard East, Inver Grove Heights, MN, 55076 [Property Identification Number 20-43250-00-120]** and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and any of the following items of personal property and fixtures to the extent owned by Seller and currently located on the Property: stove, oven, refrigerator, ~~microwave~~, dishwasher, garden bulbs, ~~plants~~, shrubs, trees, storm windows and inserts, storm doors, screens, awnings, window shades, blinds, ~~curtains~~ ~~traverse drapery rods~~, attached lighting fixtures with bulbs, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built in humidifiers, built in air-conditioning units, built in electronic air filters, television antennas, water softeners, built in dishwashers, garbage disposals, built in trash compactors, built in ovens and cooking stoves, hood fans, intercoms, installed carpeting, work benches, security systems, (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**").

   The following personal property and fixtures shall be retained by the Seller and will **not** be conveyed to Buyer as part of the sale:

   Two garage door openers and controls, MICROWAVE, YARD LIGHT, CURTAINS, FLOWERS, LIVING ROOM LIGHT

2. **Purchase Price**. Subject to Section 6, at Closing, Buyer will pay Seller One Hundred Thirty Four Thousand and Four Hundred and Thirty Six Dollars (**$134,436.00**) ("**Purchase Price**").

3. **Relocation Benefits.** Seller is aware of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

   Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits. At closing and as a condition precedent to closing, Seller will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges

that Seller will make such waiver of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller may be entitled.

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

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

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

As Buyer and Seller agree that this is a voluntary sale, state and federal law permit the Buyer to request a waiver of relocation benefits from the Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is substantially the same as shown on **Exhibit B** and the final form of which will be subject to the approval of the Buyer. Buyer will arrange for a relocation consultant to meet with the Seller prior to closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If the Seller does not waive relocation benefits, this Agreement will be terminated and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

4. **Date and Location of Closing.** The Date of Closing for the Property shall be December 5, 2012. Closing shall occur at DCA Title located at 1276 South Robert Street West St. Paul, MN 55118 (hereafter "Title Company").

5. **Possession Date.** The Possession Date shall be the Date of Closing.

6. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of One Hundred Thirty Four Thousand and Four Hundred and Thirty Six Dollars (**$134,436.00**) shall be payable by Buyer to Seller on the Closing Date in the form of wire transfer or certified check from the Buyer.

7. **Property and Environmental Investigation**. Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental

condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain any additional environmental information necessary for Buyer to complete its due diligence with respect to the Property. The Buyer's environmental assessment work will begin as soon as reasonably possible after the full execution of this Agreement. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis, including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property, and may also procure, at Buyer's expense, a Phase I and/or a Phase II environmental study (the "Environmental Study"). Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of its investigation and the Environmental Study are acceptable to the Buyer, in Buyer's sole discretion. The Buyer agrees to make a determination about the suitability of the environmental condition of the Property **no later than November 16, 2012. IF BUYER DETERMINES, IN BUYER'S SOLE DISCRETION, THAT THE CONDITION OF THE PROPERTY IS UNACCEPTABLE OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY IS UNACCEPTABLE ON OR PRIOR TO NOVEMBER 16, 2012, THEN BUYER MAY TERMINATE THIS AGREEMENT BY GIVING SELLER WRITTEN NOTICE OF THE TERMINATION.** Prior to **NOVEMBER 16, 2012**, Seller agrees to give Buyer, and its consultants, reasonable access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, the testing of the soil for the presence or absence of hazardous materials in, on or about the Property, to determine the physical condition of the Property and the buildings located thereon, and the legal compliance of the Property and to review any other matter related to the Property. In the event the Buyer determines, in its sole discretion, that there exists an unacceptable condition (environmental or otherwise), this Agreement will be null and void at the option of the Buyer. Buyer shall make this determination on or prior to **November 16, 2012**.

8. **Moving Costs.** Seller shall not be entitled to any additional Moving Costs to move Seller's personal property or possessions as part of this transaction.

9. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date, free of any liens and encumbrances.

10. **Warranty Deed.** Seller shall deliver title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the "**Permitted Encumbrances**"):

    a) Building, zoning and platting laws, ordinances and state and federal regulations;

b) Reservations of any minerals or mineral rights to the State of Minnesota;

c) The lien of current taxes not yet due and payable;

d) Utility easements and road easements existing at the date hereof, which do not interfere with, the existing use of the Property.

11. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated to the Date of Closing.

12. **Special Assessments.** On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2012, 2013 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.

13. **Title.** After acceptance of this Agreement, Buyer, at Buyer's cost, shall immediately obtain a Commitment of Title Insurance in the amount of $134,436 from the Title Company for the Property. The Buyer shall be allowed twenty (20) days after receipt thereof for examination of said title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 60 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty-(20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so within 60 days from the date of written objections thereto as above provided, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement.

Buyer shall pay the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

14. **Environmental Warranties.** Seller warrants to Buyer that to Seller's knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on

the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C.. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain hazardous wastes or petroleum. Seller also warrants that there are no underground storage tanks of any kind located on the Property.

Seller also warrants that no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

Seller also warrants that no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including

but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

Seller warrants that the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

15. **Labor and Materials.** Seller warrants that as of the Closing Date there will be no labor or material furnished to the Property for which payment has not been made.

16. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.

17. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.

18. **Wells.** Seller represents that there are existing water wells on the Property and that they have been properly sealed.

19. **Sewage Treatment System.** Seller represents that there is not an individual sewage treatment system, septic tank or cesspool system on or serving the Property.

20. **Lead Paint Disclosure.** Seller represents that the dwelling was constructed on the Property before 1978. Attached hereto and made a part hereof as **Exhibit C** is a Lead Paint Addendum for Housing Constructed before 1978.

21. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.

22. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to **November 16, 2012**, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:

    (a) any recorded easements to which the Property is subject;

    (b) the status of any encumbrances and the marketability of title with respect to the Property;

    (c) any physical encroachments on the Property;

(d) the soil, ground, engineering, structural, physical, geological and legal inspections of the Property;

(e) the environmental condition of the Property;

(f) the physical condition of the Property (environmental or otherwise) and the buildings located thereon.

Further, the Buyer's obligation to close this transaction is expressly conditioned upon the Buyer creating a development district for the Property pursuant to Minnesota Statute § 469.101 prior to November 16, 2012.

If Buyer does not create a development district for the Property prior to November 16, 2012, or in the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent have not been met, then Buyer on or before November 16, 2012 shall give written notice to Seller that the conditions precedent have not been met and in such case, this Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form.

23. **Delivery of Possession and Removal of Personal Property.** The Seller further agrees that, prior to delivery of possession of the property, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative prior to Closing and prior to the Date of Delivery. **Notwithstanding the required removal of personal property and debris described in this section, the Buyer accepts the buildings and structures on the Property in their "As Is" condition with the EXCEPTION that the inside of the premises must be delivered in "swept clean" condition on the Date of Closing.**

24. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to (i) a breach of any of Seller's warranties made in Paragraph 14 or (ii) any claim made against Buyer arising out of, relating to, or resulting from ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law or a violation of ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law relating to the condition of the Property prior to the Date of Closing.

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

26. **Acknowledgment of Fair Market Value**. Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.

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

28. **Assignment of Agreement**. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.

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

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

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

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

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

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

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

36. **Closing Costs.**

36.1. **Pro-Ration Of Utilities.** The cost of utilities, if any, shall be prorated at Closing.

36.2 **State Deed Tax.** Upon delivery of the Warranty Deed, Buyer shall pay the state deed tax due on the Warranty Deed.

36.3. **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the premium required for the issuance of the Title Policy.

36.4 **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the title company as a closing fee shall be paid by Buyer.

36.5 **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.

37. **Closing Documents.**

37.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following with such documents to be effective as of the Closing Date:

a.) A Warranty Deed, in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.

b.) An Affidavit of Title by Seller indicating that on the Closing Date, to Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.

c.) A Well Certificate in the form required by law signed by Seller warranting that Seller does know of "Wells" on the Property within the meaning of Minn. Stat. § 103I.

d.) Lead Paint Disclosure – Exhibit C;

e.) Waiver of Relocation Benefits – Exhibit B;

f.) Physical possession of all keys to the Property;

g.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances.

h.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing.

37.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:

a.) Wire transfer or certified check in the sum of $134,436 for the Property.

b.) Standard Affidavit of Buyer.

c.) Such other closing documents which the Seller may reasonably request.

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

City of Inver Grove Heights Economic Development Authority
Attn: Tom Link, Executive Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

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

Bich-Lieu T. Trieu
6671 Concord Boulevard
Inver Grove Heights, MN 55076

39. **No Broker Fees**. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or

finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

40. **Sole Occupant**. Seller represents and warrants to Buyer that, as of the date of this Agreement, the Seller is the only occupant of the Property.

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

I, the undersigned, Owner of the above-described Property, do hereby accept this Agreement and sale hereby made.

By: _____
Bich-Lieu T. Trieu

The City of Inver Grove Heights Economic Development Authority, as Buyer, agrees to purchase the above-described Property for the price and on the terms and conditions set forth above.

By: _____
George Tourville
Its: President

By: _____
Tom Link
Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 11 and 12, Block 1, William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

EXHIBIT B

WAIVER OF RELOCATION BENEFITS FORM

WAIVER OF RELOCATION BENEFITS

THIS AGREEMENT ("Agreement"), dated this _____ day of _____, 2012, is entered into between the City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082 ("EDA") and Bich-Lieu T. Trieu, a single person, hereinafter referred to as the ("Owner").

I. RECITALS

1.01 The City of Inver Grove Heights Economic Development Authority is an economic development authority established under Minnesota Statutes § 469.090 and 469.1081, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.

1.02 Owner owns property at 6671 Concord Boulevard East, Inver Grove Heights, County of Dakota, Minnesota.

1.03 Owner has requested that the EDA purchase certain real estate owned by Owner which is located at 6671 Concord Boulevard East, Inver Grove Heights, in the County of Dakota, Minnesota, and which is legally described as follows ("Subject Property"):

Lots 11 and 12, Block 1, William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

1.04 Pursuant to Minnesota Statutes, section 117.521, Owner desires to waive the possible claim that Owner may have for relocation benefits pursuant to Minnesota and federal law. Prior to any action by the EDA indicating intent to acquire the Subject Property, Owner requested that the EDA acquire the Subject Property through negotiation. Owner clearly intended to sell the Subject Property on the public market prior to any inquiry or action by the EDA in this matter.

1.05 The EDA has explained to Owner that, but for Owner's waiver herein, Owner may be or is eligible under Minnesota Statutes, Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation Owner may be eligible for:

Relocation Assistance:	Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim.	
Relocation Services:	Provide comparable properties for possible replacement sites, Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.	
Relocation Payments:	Estimated Price differential payment	$_____
	Estimated moving costs	$_____
	Estimated Closing costs	$_____
	Total:	$_____
Relocation Benefits:	Relocation benefits would include all of the above **(Assistance, Services and Payments).**	

1.06 Owner specifically represents and agrees that they are entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the EDA, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Owner, for good and valuable consideration provided as part of the **$134,436** paid by EDA as the purchase price for subject property and for relocation benefits, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases, relinquishes, and forfeits forever any other claim that Owner may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes, Chapter 117 and other provisions of state and federal law. The consideration being by Owner in return for this waiver is as follows:

The purchase of the Subject Property for the total unallocated sum of $134,436.

2.02 Under Minnesota Statutes, Owner may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapter 548 or 677; or Laws 1973, chapter 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapter 462, 458, or 458c.

2.03 EDA and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. EDA represented that EDA would not acquire the Subject Property in the event that negotiations between EDA and Owner had failed to result in an amicable purchase agreement. Owner has requested that the Subject Property be acquired by the EDA and such request preceded any negotiations by the EDA to acquire the Subject Property. The Owner clearly showed an intent to sell the Subject Property on the public market prior to any discussions, inquiries or negotiations by the EDA.

If the purchase agreement requiring this Agreement is not completed, the EDA has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If the purchase agreement requiring this Agreement is terminated for any reason, the Owner is free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

The EDA and the Owner acknowledge that EDA has acquired other property in the general geographic area as the Subject Property. The EDA has not set a specific time limit to acquire the Subject Property or other properties in the general geographic area nor has the EDA determined whether to acquire such properties.

The Owner and the EDA agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included any and all payments to which the Owner may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As the EDA and Owner agree that this is a voluntary sale, state and federal law permit the EDA to request this Waiver of Relocation Benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner was be required to sign this waiver of relocation benefits Agreement. The EDA arranged for a relocation consultant to meet with the Owner prior to closing. The relocation consultant determined the amount of relocation benefits for which the Owner would be eligible if this were a non-voluntary sale. If the Owner did not waive relocation benefits, this purchase agreement would be terminated and the Owner would be free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

2.04 The recitals contain in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.

2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

OWNER

Bich-Lieu T. Trieu

CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

By: George Tourville
Its: President

By: Tom Link
Its: Executive Director

EXHIBIT C

LEAD PAINT DISCLOSURE FORM

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

© Copyright 2008 Minnesota State Bar Association, Minneapolis, Minnesota. (Use only with "Minnesota Standard Residential Purchase Agreement," Minnesota State Bar Association 2008.)

This addendum is a continuation of the Purchase Agreement dated _____ by and between Bich-Lieu T. Trieu, as Sellers, and City of Inver Grove Heights Economic Development Authority, as Buyers, for property located at or described as Lots 11 and 12, Block in William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD PAINT INSPECTION CONTINGENCY

Buyer shall have 10 days from the signing of this Agreement to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards and to give seller the inspection or risk assessment report and a list of repairs required by buyer to correct problems set out in the report. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home for more information.)

If the report discloses problems seller shall have seven (7) days after receipt of the report and list to elect in writing whether to correct the problems prior to closing.

If seller elects to make the corrections, seller shall provide buyer prior to closing with certification from a risk assessor or inspection demonstrating that the problems have been corrected.

If seller does not elect to make the corrections, buyer shall have three (3) days to elect to take the property in its "as is" condition as to problems set out in the report, or this purchase agreement is void.

Buyer may waive in writing the rights contained in this contingency at any time.

Seller's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ lead-based paint or lead-based paint hazards are present in the housing (explain:)

(ii) ☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to seller (check (i) or (ii) below):

(i) ☐ Seller has provided buyer with all records and reports in seller's possession or reasonably obtainable by seller pertaining to lead-based paint and lead-based paint hazards in the housing (list documents below).

(ii) ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) ____ ____ Buyer has received copies of all information listed at (b)(i) above.

(d) ____ ____ Buyer has received the pamphlet, Protect Your Family from Lead in Your Home, an EPA publication available at www.epa.gov/lead/pubs/leadpdfe.pdf.

(e) ____ ____ Buyer has (check (i) or (ii) below):

(i) ____ ____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards; or,

(ii) ____ ____ waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ____ Agent has informed seller of seller's obligations under 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Bich-Lieu T. Trieu Seller Bich-Lieu T. Trieu date	George Tourville Purchaser George Tourville, President date
Seller date	Tom Link Purchaser Tom Link, Executive Director date
Listing broker / agent date	Selling broker / agent date

PURCHASE AGREEMENT

This Agreement is made this 22nd day of October, 2012, by and between **Daniel Treu**, a single person, (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights Economic Development Authority,** an economic development authority established under Minnesota Statutes § 469.090 to 469.1082 (hereinafter referred to as "Buyer").

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located at **6685 Concord Boulevard East, Inver Grove Heights, MN, 55076 [Property Identification Number 20-43250-00-140]** and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and any of the following items of personal property and fixtures to the extent owned by Seller and currently located on the Property: dishwasher, garden bulbs, plants, shrubs, trees, storm windows and inserts, storm doors, screens, awnings, window shades, curtains-traverse-drapery rods, attached lighting fixtures with bulbs, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built in humidifiers, built in electronic air filters, television antennas, water softeners, built in dishwashers, garbage disposals, built in trash compactors, built in ovens, hood fans, intercoms, installed carpeting, work benches, security systems, (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**").

   The following personal property and fixtures shall be retained by the Seller and will **not** be conveyed to Buyer as part of the sale:

   Washing machine, dryer, stove, microwave, refrigerator, one ceiling fan, window air conditioning units, window blinds, garage door opener and controls.

2. **Purchase Price**. Subject to Section 6, at Closing, Buyer will pay Seller One Hundred Fourteen Thousand and One Hundred and Thirty Eight Dollars (**$114,138.00**) ("**Purchase Price**").

3. **Relocation Benefits.** Seller is aware of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

   Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits. At closing and as a condition precedent to closing, Seller will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges

that Seller will make such waiver of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller may be entitled.

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

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

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

As Buyer and Seller agree that this is a voluntary sale, state and federal law permit the Buyer to request a waiver of relocation benefits from the Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is substantially the same as shown on **Exhibit B** and the final form of which will be subject to the approval of the Buyer. Buyer will arrange for a relocation consultant to meet with the Seller prior to closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If the Seller does not waive relocation benefits, this Agreement will be terminated and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

4. **Date and Location of Closing.** The Date of Closing for the Property shall be December 5, 2012. Closing shall occur at DCA Title located at 1276 South Robert Street West St. Paul, MN 55118 (hereafter "Title Company").

5. **Possession Date.** The Possession Date shall be the Date of Closing.

6. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of One Hundred Fourteen Thousand and One Hundred Thirty Eight Dollars (**$114,138.00**) shall be payable by Buyer to Seller on the Closing Date in the form of wire transfer or certified check from the Buyer.

7. **Property and Environmental Investigation**. Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental

condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain any additional environmental information necessary for Buyer to complete its due diligence with respect to the Property. The Buyer's environmental assessment work will begin as soon as reasonably possible after the full execution of this Agreement. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis, including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property, and may also procure, at Buyer's expense, a Phase I and/or a Phase II environmental study (the "Environmental Study"). Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of its investigation and the Environmental Study are acceptable to the Buyer, in Buyer's sole discretion. The Buyer agrees to make a determination about the suitability of the environmental condition of the Property **no later than November 16, 2012. IF BUYER DETERMINES, IN BUYER'S SOLE DISCRETION, THAT THE CONDITION OF THE PROPERTY IS UNACCEPTABLE OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY IS UNACCEPTABLE ON OR PRIOR TO NOVEMBER 16, 2012, THEN BUYER MAY TERMINATE THIS AGREEMENT BY GIVING SELLER WRITTEN NOTICE OF THE TERMINATION.** Prior to **NOVEMBER 16, 2012**, Seller agrees to give Buyer, and its consultants, reasonable access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, the testing of the soil for the presence or absence of hazardous materials in, on or about the Property, to determine the physical condition of the Property and the buildings located thereon, and the legal compliance of the Property and to review any other matter related to the Property. In the event the Buyer determines, in its sole discretion, that there exists an unacceptable condition (environmental or otherwise), this Agreement will be null and void at the option of the Buyer. Buyer shall make this determination on or prior to **November 16, 2012**.

8. **Moving Costs.** Seller shall not be entitled to any additional Moving Costs to move Seller's personal property or possessions as part of this transaction.

9. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date, free of any liens and encumbrances.

10. **Warranty Deed.** Seller shall deliver title by Warranty Deed and the Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the "**Permitted Encumbrances**"):

    a) Building, zoning and platting laws, ordinances and state and federal regulations;

b) Reservations of any minerals or mineral rights to the State of Minnesota;

c) The lien of current taxes not yet due and payable;

d) Utility easements and road easements existing at the date hereof, which do not interfere with, the existing use of the Property.

11. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated to the Date of Closing.

12. **Special Assessments.** On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2012, 2013 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.

13. **Title.** After acceptance of this Agreement, Buyer, at Buyer's cost, shall immediately obtain a Commitment of Title Insurance in the amount of $114,138 from the Title Company for the Property. The Buyer shall be allowed twenty (20) days after receipt thereof for examination of said title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 60 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty-(20) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so within 60 days from the date of written objections thereto as above provided, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement.

Buyer shall pay the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

14. **Environmental Warranties.** Seller warrants to Buyer that to Seller's knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on

the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C.. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain hazardous wastes or petroleum. Seller also warrants that there are no underground storage tanks of any kind located on the Property.

Seller also warrants that no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

Seller also warrants that no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including

but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

Seller warrants that the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

15. **Labor and Materials.** Seller warrants that as of the Closing Date there will be no labor or material furnished to the Property for which payment has not been made.

16. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.

17. **Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60.** The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.

18. **Wells.** Seller represents that Seller is not aware whether there is an existing water well on the Property. To the extent there is found to be an existing well on the Property that is not in use, the Buyer will be responsible to close and seal the well at Buyer's expense.

19. **Sewage Treatment System.** Seller represents that there is not an individual sewage treatment system, septic tank or cesspool system on or serving the Property.

20. **Lead Paint Disclosure.** Seller represents that the dwelling was constructed on the Property before 1978. Attached hereto and made a part hereof as **Exhibit C** is a Lead Paint Addendum for Housing Constructed before 1978.

21. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.

22. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to **November 16, 2012**, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:

    (a) any recorded easements to which the Property is subject;

    (b) the status of any encumbrances and the marketability of title with respect to the Property;

(c) any physical encroachments on the Property;

(d) the soil, ground, engineering, structural, physical, geological and legal inspections of the Property;

(e) the environmental condition of the Property;

(f) the physical condition of the Property (environmental or otherwise) and the buildings located thereon.

Further, the Buyer's obligation to close this transaction is expressly conditioned upon the Buyer creating a development district for the Property pursuant to Minnesota Statute § 469.101 prior to November 16, 2012.

If Buyer does not create a development district for the Property prior to November 16, 2012, or in the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent have not been met, then Buyer on or before November 16, 2012 shall give written notice to Seller that the conditions precedent have not been met and in such case, this Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form.

23. **Delivery of Possession and Removal of Personal Property.** The Seller further agrees that, prior to delivery of possession of the property, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative prior to Closing and prior to the Date of Delivery. **Notwithstanding the required removal of personal property and debris described in this section, the Buyer accepts the buildings and structures on the Property in their "As Is" condition with the EXCEPTION that the inside of the premises must be delivered in "swept clean" condition on the Date of Closing.**

24. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to (i) a breach of any of Seller's warranties made in Paragraph 14 or (ii) any claim made against Buyer arising out of, relating to, or resulting from ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law or a violation of ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law relating to the condition of the Property prior to the Date of Closing.

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

26. **Acknowledgment of Fair Market Value**. Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.

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

28. **Assignment of Agreement**. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.

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

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

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

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

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

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

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

36. **Closing Costs.**

36.1. **Pro-Ration Of Utilities.** The cost of utilities, if any, shall be prorated at Closing.

36.2 **State Deed Tax.** Upon delivery of the Warranty Deed, Buyer shall pay the state deed tax due on the Warranty Deed.

36.3. **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the premium required for the issuance of the Title Policy.

36.4 **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the title company as a closing fee shall be paid by Buyer.

36.5 **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.

37. **Closing Documents.**

37.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following with such documents to be effective as of the Closing Date:

a.) A Warranty Deed, in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances.

b.) An Affidavit of Title by Seller indicating that on the Closing Date, to Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.

c.) A Certificate signed by Seller warranting that Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I or if there are "Wells", a Well Certificate in the form required by law.

d.) Lead Paint Disclosure – Exhibit C;

e.) Waiver of Relocation Benefits – Exhibit B;

f.) Physical possession of all keys to the Property;

g.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances;

h.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing.

37.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:

a.) Wire transfer or certified check in the sum of $114,138 for the Property.

b.) Standard Affidavit of Buyer.

c.) Such other closing documents which the Seller may reasonably request.

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

City of Inver Grove Heights Economic Development Authority
Attn: Tom Link, Executive Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

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

Daniel Treu
6685 Concord Boulevard
Inver Grove Heights, MN 55076

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

40. **Sole Occupant**. Seller represents and warrants to Buyer that, as of the date of this Agreement, the Seller is the only occupant of the Property.

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

I, the undersigned, Owner of the above-described Property, do hereby accept this Agreement and sale hereby made.

By: _____
Daniel Treu

The City of Inver Grove Heights Economic Development Authority, as Buyer, agrees to purchase the above-described Property for the price and on the terms and conditions set forth above.

By: _____
George Tourville
Its: President

By: _____
Tom Link
Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 13 and 14 in William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

EXHIBIT B

WAIVER OF RELOCATION BENEFITS FORM

WAIVER OF RELOCATION BENEFITS

THIS AGREEMENT ("Agreement"), dated this _____ day of _____, 2012, is entered into between the City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 and 469.1081 ("EDA") and Daniel Treu, a single person, hereinafter referred to as the ("Owner").

I. RECITALS

1.01 The City of Inver Grove Heights Economic Development Authority is an economic development authority established under Minnesota Statutes § 469.090 to 469.1082, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.

1.02 Owner owns property at 6685 Concord Boulevard East, Inver Grove Heights, County of Dakota, Minnesota.

1.03 Owner has requested that the EDA purchase certain real estate owned by Owner which is located at 6685 Concord Boulevard East, Inver Grove Heights, in the County of Dakota, Minnesota, and which is legally described as follows ("Subject Property"):

Lots 13 and 14 in William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

1.04 Pursuant to Minnesota Statutes, section 117.521, Owner desires to waive the possible claim that Owner may have for relocation benefits pursuant to Minnesota and federal law. Prior to any action by the EDA indicating intent to acquire the Subject Property, Owner requested that the EDA acquire the Subject Property through negotiation. Owner clearly intended to sell the Subject Property on the public market prior to any inquiry or action by the EDA in this matter.

1.05 The EDA has explained to Owner that, but for Owner's waiver herein, Owner may be or is eligible under Minnesota Statutes, Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation Owner may be eligible for:

Relocation Assistance:	Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim.	
Relocation Services:	Provide comparable properties for possible replacement sites, Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.	
Relocation Payments:	Estimated Price differential payment	$_____
	Estimated moving costs	$_____
	Estimated Closing costs	$_____
	Total:	$_____
Relocation Benefits:	Relocation benefits would include all of the above **(Assistance, Services and Payments).**	

1.06 Owner specifically represents and agrees that they are entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the EDA, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Owner, for good and valuable consideration provided as part of the **$114,138** paid by EDA as the purchase price for subject property and for relocation benefits, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases, relinquishes, and forfeits forever any other claim that Owner may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes, Chapter 117 and other provisions of state and federal law. The consideration being by Owner in return for this waiver is as follows:

The purchase of the Subject Property for the total unallocated sum of $114,138.

2.02 Under Minnesota Statutes, Owner may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapter 548 or 677; or Laws 1973, chapter 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapter 462, 458, or 458c.

2.03 EDA and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. EDA represented that EDA would not acquire the Subject Property in the event that negotiations between EDA and Owner had failed to result in an amicable purchase agreement. Owner has requested that the Subject Property be acquired by the EDA and such request preceded any negotiations by the EDA to acquire the Subject Property. The Owner clearly showed an intent to sell the Subject Property on the public market prior to any discussions, inquiries or negotiations by the EDA.

If the purchase agreement requiring this Agreement is not completed, the EDA has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If the purchase agreement requiring this Agreement is terminated for any reason, the Owner is free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

The EDA and the Owner acknowledge that EDA has acquired other property in the general geographic area as the Subject Property. The EDA has not set a specific time limit to acquire the Subject Property or other properties in the general geographic area nor has the EDA determined whether to acquire such properties.

The Owner and the EDA agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included any and all payments to which the Owner may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As the EDA and Owner agree that this is a voluntary sale, state and federal law permit the EDA to request this Waiver of Relocation Benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner was be required to sign this waiver of relocation benefits Agreement. The EDA arranged for a relocation consultant to meet with the Owner prior to closing. The relocation consultant determined the amount of relocation benefits for which the Owner would be eligible if this were a non-voluntary sale. If the Owner did not waive relocation benefits, this purchase agreement would be terminated and the Owner would be free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

2.04 The recitals contain in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.

2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

OWNER

Daniel Treu

CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

By: _____
George Tourville
Its: President

By: _____
Tom Link
Its: Executive Director

EXHIBIT C

LEAD PAINT DISCLOSURE FORM

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

© Copyright 2008 Minnesota State Bar Association, Minneapolis, Minnesota. (Use only with "Minnesota Standard Residential Purchase Agreement," Minnesota State Bar Association 2008.)

This addendum is a continuation of the Purchase Agreement dated _____ by and between Daniel Treu, as Sellers, and City of Inver Grove Heights Economic Development Authority, as Buyers, for property located at or described as Lots 13 and 14, Block in William F. Krech Addition to Inver Grove, Dakota County, Minnesota.

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD PAINT INSPECTION CONTINGENCY

Buyer shall have 10 days from the signing of this Agreement to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards and to give seller the inspection or risk assessment report and a list of repairs required by buyer to correct problems set out in the report. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home for more information.)

If the report discloses problems seller shall have seven (7) days after receipt of the report and list to elect in writing whether to correct the problems prior to closing.

If seller elects to make the corrections, seller shall provide buyer prior to closing with certification from a risk assessor or inspection demonstrating that the problems have been corrected.

If seller does not elect to make the corrections, buyer shall have three (3) days to elect to take the property in its "as is" condition as to problems set out in the report, or this purchase agreement is void.

Buyer may waive in writing the rights contained in this contingency at any time.

Seller's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ lead-based paint or lead-based paint hazards are present in the housing (explain:)

(ii) ☑ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to seller (check (i) or (ii) below):

(i) ☐ Seller has provided buyer with all records and reports in seller's possession or reasonably obtainable by seller pertaining to lead-based paint and lead-based paint hazards in the housing (list documents below).

(ii) ☑ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) ____ ____ Buyer has received copies of all information listed at (b)(i) above.

(d) ____ ____ Buyer has received the pamphlet, Protect Your Family from Lead in Your Home, an EPA publication available at www.epa.gov/lead/pubs/leadpdfe.pdf.

(e) ____ ____ Buyer has (check (i) or (ii) below):

(i) ____ ____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards; or,

(ii) ____ ____ waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ____ Agent has informed seller of seller's obligations under 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller ~~Bich-Lieu T. Trieu~~ Daniel Treu	10-16-2012 date	Purchaser George Tourville, President	date
Seller	date	Purchaser Tom Link, Executive Director	date
Listing broker / agent	date	Selling broker / agent	date

AGENDA ITEM _____

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

CONSIDER ATTACHED RESOLUTION AND TABLE SETTING FORTH LICENSE FEES, ADMINISTRATIVE SERVICE FEES AND PERMIT FEES

Meeting Date:	November 13, 2012		Fiscal/FTE Impact:
Item Type:	Consent		None
Contact:	JTeppen, 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 attached resolution and table setting forth license fees, administrative service fees and permit fees for 2013.

SUMMARY Each year Staff submits to Council recommendations on various license fees, administrative service fees and permit fees after internal review and review with what other Metro area cities are charging for the same things.

The only fees proposed to change for 2013 are:

- To add an investigative fee for Solicitors. The fee is proposed to be $20 – the same as for a Peddler.
- To add a fee of $80 for a water heater replacement
- To add a fee of $50 for a new or replacement of a water softener
- To increase the fee of a Zoning Letter from $50 to $75 as the information requested has become more complex and time consuming.

Attached is a resolution setting license, administrative and permit fees for 2013.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING 2013 LICENSE, ADMINISTRATIVE SERVICES AND PERMIT FEES

WHEREAS, the Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached Fee Schedule. Said schedule shall be effective January 1, 2013.

Adopted by the City Council of Inver Grove Heights this 13th day of November, 2012.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Garbage Collection	8-6-2	31-Dec	$150.00 plus $3.00 per truck
Dogs	5-4-2-1	April 30 two year lic	$20 male/female $12 spay/neuter
Non-Commercial Kennels	5-4-2-10	February 28 two year lic	$100.00
Commercial Kennels		February 28 two year lic	$500.00
Duplicate Dog ID Tag			$1.00
Dog License Transfer Fee (to transfer ownership or from another City)			1/2 cost of new license
Automobile Sales	4-5A-5	1 yr after date of issuance	$300 Class A $100 Class B
Service Station	4-5B-4	31-Dec	$60 first pump $8 each add pump
Junk Yard	4 - 5C - 4	10-Jan	$1,000
Contractor	4-6-2	31-Dec	$50.00
Dance Halls	4-4-4	1-Jun	$150 Public Hall $75 Cabaret
Bowling Alleys	4-3-5	1 yr after date of issuance	$50.00
Trade or Business	4-6-2	31-Dec	$50.00
Pawnbroker	4-2-5	31-Dec	$8,000
Saunas, Massage Parlors, Escort Services and Employees	4-8-5	31-Dec	Business License $1,050 Personal Service $400 Investigation $250

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Massage Therapist	4 - 8A - 4	31-Dec	$500 Initial Investigation of therapeutic massage business; includes investigation for one (1) massage therapist. $100 annual license fee of therapeutic massage license business; includes annual license fee for one massage therapist. $175 initial investigation of massage therapist. $50 annual license fee for massage therapist
Peddler's License		31-Dec	$50.00
Liquor:			
3.2 Beer	4 - 1C - 6	31-Dec	
On-Sale			$350.00
Off-Sale	4 - 1A - 10	31-Dec	$100.00
Temporary On Sale	4 - 1A - 17	Period not to exceed 7 days	$25.00
Liquor:			
On-Sale	4 - 1A - 10	31-Dec	
Gross Annual Liquor Sales		Annual License Fee	
$0 - $250,000			$3,500
$250,001 - $500,000			$4,500
$500,001 - $1,000,000			$7,000
$1,000,001 and above			$10,000
Temporary On Sale			$30
Off-Sale	4 - 1A - 10	31-Dec	$200 pro-rated qtrly
On-Sale Wine	4 - 1A - 10	31-Dec	$650 pro-rated qtrly

Special Club	4 - 1A - 10	31-Dec	$225 pro-rated qtrly
Sunday On-Sale	4 - 1A - 10	31-Dec	$200 pro-rated qtrly
Bottle Club	4 - 1A - 10	30-Jun	$300 pro-rated qtrly

Payment for these on-sale licenses may be paid semi-annually. No holder of a license may engage in the activity conveyed by such license without having made payment to the City in advance of the period covered. Any license holder who engages in the activity permitted by the license and who has not paid a semi-annual fee shall be closed by the Police Department, subject to violation of 4-1A-19 of the City Code and Revocation or Suspension of License pursuant to 4-1A-19 of the City Code.

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Investigations, New	4-1-9		
Single natural person			$250.00
Partnership			$400.00
Corporation			$500.00
Club			$325.00
Change of Ownership			$250.00
Clearance Letter for Records Check			$15.00
Pawnbroker			$150.00
Peddler/**Solicitor**			$20.00
Investigations, Police - Renewal			$50.00

Sales/Fees (all taxable)	Fee
Copies (per page)	$.25 per page
State Accident Report	$.25 per page
Background for DCSS foster care/day care	$5.00
APS Transaction fee	$1.60
Photos	$1.00 each $5.00 min
CD Rom	$20.00
DVD CD	$20.00
All other police reports/data (no cost for victim of domestic assault)	$.25 per page fees for data requests other than photocopy requests of 100 or more pages will be based on the actual cost of retrieving the data
Hunting Permit Fee	$20.00
Peddler's Photo ID Badge	$10.00
Comprehensive Annual Financial Report	$25.00
Proposed Budget	$25.00
Annual Budget	$25.00
Capital Improvement Plan	$25.00
Code Book	$200.00
Comprehensive Guide Plan	$100.00
Comprehensive Plan Technical Appendices	$16.00
Water Resources Management Plan	$290.00
Construction Plan Sheet (22" x 34")	$3.00
Microfilm Report	$1.00
Zoning and Related Land Use Regulations Manual	$25.00
Subdivision Regulations Manual	$6.00
Standard Printed Maps Fees for maps are based on size. Custom map sizes are available upon request	
Letter (8.5" x 11")	$5.00
Tabloid (11" x 17")	$10.00
C-size (18" x 24")	$15.00
D-size (24" x 36")	$20.00
E - size (36" x 48")	$25.00

Sales/Fees (all taxable)	Fee
Custom Map Production Using Existing Data	is subject to an hourly fee of $50.00 (one-half hour minimum) in addition to the size-based map fee
Custom Map Production with Data Development	is subject to an hourly fee of $100.00 (one-half hour minimum) in addition to the size-based map fee
Electronic Data Vector: shapefile or CAD Raster: IMG, TF, SID Graphic Files: JPG, PDF, TIFF, AVI	cost provided per request
GIS Data or Graphic Files	
Delivery on CD	$10.00
Delivery by email	$5.00
Additional Shipping/Handling Fees apply to map products by delivered by mail Mailed in Envelope (large maps folded): Letter or Tabloid	$1.00
C or D size	$2.00
E size	$3.00
Mailed in Tube: Letter or Tabloid	$2.00
C-size (18" x 24")	$3.00
D-size (24" x 36")	$4.00
E-size (36" x 48")	$5.00
CD Mailed	$2.00
Subdivision Code	$5.00
Computer Readouts	$4.00
Fire Marshal's Report	$.25 per page
MFIRS Report	$.25 per page

Sales/Fees (all taxable)	**Fee**
Photographs (negatives or digital)	$1.00 each $5.00 min
Cemetery Lots	$120.00
City Council Minutes	$80.00
City Council Agendas	$50.00
Assessment Search	$15.00
Finger Printing	$20.00
Pound Redemption Fees	$35.00
Potentially Dangerous/Dangerous Dog Registration	$500.00
Animal Cage Rental	$5.00
Police Officer and Squad Cart Off Duty Charge	$66.00/hour
Returned Check/ACH/Credit/Debit Card Charge	$30.00
Grove Membership Late Fee	$25.00
Reissued Permits during calendar year for Police, Fire and Combination Police/Fire Alarm System:	
First issued permit	$100.00
Second issued permit	$200.00
Third issued permit	$300.00
Sewage Tank Maintenance Permit (Commercial)	$35.00
Wetland Conservation Act Certification	$75.00
Wetland Replacement Plan	$200 (escrow $2,500)
Zoning Letter	**$75** ~~$50~~
Meter Testing:	
5/8" meter	$75.00
3/4" meter	$75.00
1" meter	$75.00
1 1/2" meter	$100.00
2" meter	$100.00
Compound meter	$350.00
Water Turn-Offs and Turn-Ons	$25.00

Sales/Fees (all taxable)	Fee
Land Alteration Permit (Plan Checking):	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	$25 plus $0.25 per Cubic Yard
500 up to 10,000 Cubic Yards	$150 plus $0.03 per Cubic Yard
10,000 up to 100,000 Cubic Yards	$950 plus $0.005 per Cubic Yard
100,000 Cubic Yards or more	$1150 plus $0.003 per Cubic Yard

Sales/Fees (all taxable)	Fee
Land Alteration Permit (Grading Inspection) :	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	$25 plus $0.25 per Cubic Yard
500 up to 10,000 Cubic Yards	$150 plus $0.02 per Cubic Yard
10,000 up to 100,000 Cubic Yards	$550 plus $0.005 per Cubic Yard
100,000 Cubic Yards or more	$800 plus $0.002 per Cubic Yard
All land alteration permits require a surety, based on the area disturbed, to guarantee final site restoration	
Annual Renewal	$75.00
Building Permit Fees	
*Plan Review Fee	65% of the building permit fee when determined by valuation
Decks	Based on valuation x.0005 of valuation*
Roofing (new and existing homes)	$100.00
Siding (new and existing homes)	$100.00
Garage	Based on valuation x.0005 of valuation*
Porch	Based on valuation x.0005 of valuation*
Moving of Buildings	$300.00

Sales/Fees (all taxable)	Fee
Building Demolition Accessory Structures	$100.00
Single Family Homes	$100.00
Commercial	Based on valuation x.0005 of valuation
Mobile Home Installation	Based on valuation x.0005 of valuation*
Retaining Walls	Based on valuation x.0005 of valuation*
Above Ground Swimming Pools (includes fence)	Based on valuation x.0005 of valuation*
In Ground Swimming Pools	Based on valuation plus plan review fee x.0005 of valuation*
Fences (around pools and property)	$50.00
Inspections when no permit is issued	$100.00
Inspections outside of normal business hours when approved by the Director	$150.00/hour
Right-of-Way (Street Opening) Permit - surety may be required to ensure that the street is properly restored	$75.00
Overweight Load Permit	$50.00 per load
Driveway Permit	$25.00
Plumbing Single-Family Residential Base Fee	$80.00
Each Fixture	$3.00

Sales/Fees (all taxable)	Fee
Plumbing Commercial and Multi-Family	$80.00 base fee plus 2% of contracted work value in dollars
Plumbing Installation or Replacement of single fixture	$80.00
Water Heater Replacement	**$50.00**
Water Softener (New or Replacement)	**$50.00**
Utilities 1. On-Site Septic Systems (includes site review and $40 County fee):	
Single-family - new and existing	$500. flat fee + $5.00 state surcharge = $505.00
Commercial Systems less than 4,999 Gallons Per Day	$750 flat fee + $5.00 state surcharge = $755.00
Commercial Systems more than 5,000 Gallons Per Day	$1,500 flat fee + 5.00 state surcharge = $1,505.00
2. Sewer and Water Connection Inspection (together or separately)	$125.00
3. Commercial and Multi-Family Sewer and Water Connection Inspection (together or separately)	$80.00 base fee plus 2% of contracted work value in dollars
Tank Replacement	$250.00 flat fee
Mechanical 1. Single-family residential: New Construction	$100.00
Furnace replacement	$80.00
Gas Fireplace or other single gas appliance	$80.00
A/C (New or Replacement)	$80.00
2. Commercial and Multi-Family	$80.00 base fee plus 2% of contracted work value in dollars
Gas Piping and Air Test Only	$50.00

Sales/Fees (all taxable)	Fee
Signs and Billboards	
1. Permanent Business Signs regardless of size	$40.00
2. Billboards up to 100 s.f. in area	$200.00
Billboards over 100 s.f.	$300.00
3. Temporary Portable Signs	$15.00
4. Monument/Pylon Signs	based on valuation
Fire Prevention Permits	
1. Fire Permits	
	$25 each to maximum of $150 per occupancy
2. Burning Permits	
a. Recreational Bonfire	$5.00
b. Permanent recreational fire ring	$15.00
c. Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights of way	$0.50/cubic yard, $100.00 minimum
d. Open burning permit as defined in Minnesota Rules related to open burning	$25.00
3. Ventilation System Cleaning Permit	$55.00
Hydrant, meter or valve damage deposit	$1,000.00
Daily hydrant/meter rental fee	$2.00

AGENDA ITEM _____

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

2013 CITY COUNCIL MEETING SCHEDULE

Meeting Date:	November 13, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent	x	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
			Other

PURPOSE/ACTION REQUESTED Accept the 2013 City Council Meeting Schedule

SUMMARY In past years, the City Council has met with each of its Advisory Commissions during a work session. Staff proposes that the Council reconsider that tradition since there haven't been any driving issues to discuss with the Commissions. Should an issue arise, a meeting would be scheduled with the Commission.

We will again hold the Commission Recognition/Appreciation Dinner that began in 2012.

The Council has also traditionally set aside time during a work session to meet with the various Departments. Staff proposes to eliminate those meetings and replace them with an annual report that summarizes in writing each departments acitivities from the previous year. That annual report can be shared with the City Council, as well as the community.

The schedule will also need to include a meeting at with the District 199 School Board - our annual Joint Powers meeting. At this time we don't have a date set. When a date is arrived at, the City Council will be asked to confirm it.

At this time the schedule does not include any other meetings; i.e. budget, joint meetings with other cities, etc.

This calendar is modified from time to time. Council is provided with an updated meeting schedule as warranted throughout the year.

RECOMMENDATION: Staff recommends the Council review and approve the proposed 2013 meeting schedule.

2013 CITY COUNCIL MEETING SCHEDULE
INVER GROVE HEIGHTS

REGULAR MEETINGS **7:00 P.M.**	**SPECIAL MEETINGS** **5:30 P.M.**	**HOLIDAYS** **CITY HALL CLOSED**
JANUARY 14 JANUARY 28	JANUARY 14 JANUARY 28	JANUARY 1 – New Year's Day JANUARY 21 - Martin Luther King, Jr.
FEBRUARY 11 FEBRUARY 25	FEBRUARY 11 FEBRUARY 25 **FEBRUARY tbd- School District**	FEBRUARY 18 - President's Day
MARCH 11 MARCH 25	MARCH 11 MARCH 25	MARCH 29 – Good Friday – ½ day
APRIL 8 APRIL 22	APRIL 8 APRIL 22 **APRIL 18 – Commission Appreciation 6:00 p.m.**	
MAY 13 MAY 28* Tuesday	MAY 13 MAY 28 **MAY 20 – Commission Interviews – 7 p.m.**	MAY 27 - Memorial Day
JUNE 10 JUNE 24	JUNE 10 JUNE 24	
JULY 8 JULY 22	JULY 8 JULY 22	JULY 4 – Fourth of July
AUGUST 12 AUGUST 26	AUGUST 12	
SEPTEMBER 9 SEPTEMBER 23	SEPTEMBER 9 SEPTEMBER 23	SEPTEMBER 2 - Labor Day
OCTOBER 14 OCTOBER 28	OCTOBER 14 OCTOBER 28	
NOVEMBER 12* Tuesday NOVEMBER 25	NOVEMBER 12 NOVEMBER 25	NOVEMBER 11 - Veterans Day NOVEMBER 28 & 29 - Thanksgiving
DECEMBER 9 DECEMBER 23 (If nec.)	DECEMBER 19	DECEMBER 24 - Christmas Eve/1/2 Day DECEMBER 25 - Christmas Day Holiday

AGENDA ITEM _____

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

APPROVE 2013 MEETING SCHEDULE OF ADVISORY COMMISSIONS

Meeting Date:	November 13, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Contact:	JTeppen, 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
			Other

PURPOSE/ACTION REQUESTED Accept the attached meeting schedules for 2013.

SUMMARY Section 2-1-6 of the City Code specifies that each Commission and task force shall file a schedule of regular meetings with the City Clerk.

Each of the City Council's Advisory Commissions; Planning, Environmental, Parks and Recreation, and Airport Relations, Housing Committee and Convention and Visitors Bureau has submitted their schedules of regular meetings for 2013, and they are attached. Also included is the Economic Development Authority's proposed schedule.

Staff recommends the Council review and accept the attached schedule of meetings for 2013. These meeting dates and times will be kept on file with the City Clerk.

ECONOMIC DEVELOPMENT AUTHORITY MEETING SCHEDULE FOR 2013

The Economic Development Authority meets regularly on the first Monday of the months of February, May, August, and November at 6:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Monday, February 4, 2013	6:00 p.m.
Monday, May 6, 2013	6:00 p.m.
Monday, August 5, 2013	6:00 p.m.
Monday, November 4, 2013	6:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

ENVIRONMENTAL COMMISSION MEETING SCHEDULE FOR 2013

The Environmental Commission meets regularly on the fourth Thursday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Thursday, January 24, 2013	7:00 p.m.
Thursday, February 28, 2013	7:00 p.m.
Thursday, March 28, 2013	7:00 p.m.
Thursday, April 25, 2013	7:00 p.m.
Thursday, May 23, 2013	7:00 p.m.
Thurday, June 27, 2013	7:00 p.m.
Thursday, July 25, 2013	7:00 p.m.
Thursday, August 22, 2013	7:00 p.m.
Thursday, September 26, 2013	7:00 p.m.
Thursday, October 24, 2013	7:00 p.m.
Thursday, November 21, 2013*	7:00 p.m.
Thursday, December 26, 2013	7:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

HOUSING COMMITTEE MEETING SCHEDULE FOR 2013

The Housing Committee meets regularly on the second Tuesday of the month at 5:00 p.m. at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 8, 2013	5:00 p.m.
Tuesday, March 12, 2013	5:00 p.m.
Tuesday, May 14, 2013	5:00 p.m.
Thursday, September 10, 2013	5:00 p.m.
Thursday, November 12, 2013	5:00 p.m.

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

PLANNING COMMISSION MEETING SCHEDULE FOR 2013

The Planning Commission meets regularly on the first and third Tuesdays of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, January 2, 2013*	7:00 p.m.
Tuesday, January 15, 2013	7:00 p.m.
Tuesday, February 5, 2013	7:00 p.m.
Tuesday, February 19, 2013	7:00 p.m.
Tuesday, March 5, 2013	7:00 p.m.
Tuesday, March 19, 2013	7:00 p.m.
Tuesday, April 2, 2013	7:00 p.m.
Tuesday, April 16, 2013	7:00 p.m.
Tuesday, May 7, 2013	7:00 p.m.
Tuesday, May 21, 2013	7:00 p.m.
Tuesday, June 4, 2013	7:00 p.m.
Tuesday, June 18, 2013	7:00 p.m.
Tuesday, July 2, 2013	7:00 p.m.
Tuesday, July 16, 2013	7:00 p.m.
Wednesday, August 7, 2013*	7:00 p.m.
Tuesday, August 20, 2013	7:00 p.m.
Tuesday, September 3, 2013	7:00 p.m.
Tuesday, September 17, 2013	7:00 p.m.
Tuesday, October 1, 2013	7:00 p.m.
Tuesday, October 15, 2013	7:00 p.m.
Tuesday, November 5, 2013	7:00 p.m.
Tuesday, November 19, 2013	7:00 p.m.
Tuesday, December 3, 2013	7:00 p.m.
Tuesday, December 17, 2013	7:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

Airport Relations Commission Meeting Schedule for 2013

The Airport Relations Commission meets regularly on the first Wednesday falling at mid-quarter at 6:30 p.m. in the Mayors Conference Room at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, February 6, 2013	6:30 p.m.
Wednesday, May 1, 2013	6:30 p.m.
Wednesday, August 7, 2013	6:30 p.m.
Wednesday, November 6, 2013	6:30 p.m.

Inver Grove Heights Convention & Visitors Bureau
Meeting Schedule for 2013

The Inver Grove Heights Convention & Visitors Bureau meets on the 4th Thursday of each month at 9:30 a.m. at the River Heights Chamber of Commerce/ IGH CVB Office, located at 5782 Blackshire Path, IGH, MN 55076.

NO MEETING IN JANUARY 2012	
Thursday, February 28, 2013	9:30 a.m.
Thursday, March 28, 2013	9:30 a.m.
Thursday, April 25, 2013	9:30 a.m.
Thursday, May 23, 2013	9:30 a.m.
Thursday, June 27, 2013	9:30 a.m.
NO MEETING IN JULY 2013	
Thursday, August 22, 2013	9:30 a.m.
Thursday, September 26, 2013	9:30 a.m.
Thursday, October 24, 2013	9:30 a.m.
Thursday, Nov. 14, 2013*	9:30 a.m.
Thursday, Dec. 19, 2013*	9:30 a.m.

*Date changed from regularly scheduled 4th Thursday of the month due to schedule conflicts or Holidays.

Note: The IGH CVB reserves the right to cancel/reschedule/add “Special Meetings” throughout the year if needed for a quorum, schedule conflicts or special projects.

PARKS AND RECREATION ADVISORY COMMISSION MEETING SCHEDULE FOR 2013

The Parks and Recreation Advisory Commission meets regularly on the second Wednesday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, January 9, 2013	7:00 p.m.
Wednesday, February 13, 2013	7:00 p.m.
Wednesday, March 13, 2013	7:00 p.m.
Wednesday, April 10, 2013	7:00 p.m.
Wednesday, May 8, 2013	7:00 p.m.
Thursday, June 12, 2013	7:00 p.m.
Wednesday, July 10, 2013	7:00 p.m.
Wednesday, August 14, 2013	7:00 p.m.
Wednesday, September 11, 2013	7:00 p.m.
Wednesday, October 9, 2013	7:00 p.m.
Wednesday, November 13, 2013	7:00 p.m.
Wednesday, December 11, 2013	7:00 p.m.

AGENDA ITEM _____

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

APPROVE PROPOSAL FROM VISUAL COMMUNICATIONS, INC FOR DEVELOPMENT OF SIGNAGE PLAN FOR CITY HALL

Meeting Date:	November 13, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent	[ ]	None
Contact:	JTeppen, 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 Approve proposal from Visual Communications, Inc for development of a signage plan for City Hall (interior and exterior).

SUMMARY During development of the Architect's contract for the construction of the Public Safety Addition/City Hall Renovation, development of a signage plan was dropped from their list of responsibilities. We now need to address that lack of building signage.

Visual Communications, Inc, has provided a proposal that has two parts: Analysis and Design and Signage Procurement.

During the analysis and design phase, they will provide professional analysis and documentation of all needed signs and create a standards portfolio (2-3 design options) and development of a final design. Fees for this phase are anticipated not to exceed $1,800 for interior signage and $1,900 for exterior signage.

The sign procurement phase will provide us with final specifications of all sign and sign types as well as project management (including shop drawings). Fees for this phase are anticipated not to exceed $1,900.

Total for both phases is $5,600 and staff recommends funding from the City Facilities Fund which has an unencumbered fund balance of $633,000.

AGENDA ITEM _____

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

APPROVE PROPOSAL TO DEMOLISH CITY OWNED STRUCTURES LOCATED AT 7456 SOUTH ROBERT TRAIL AND 1467 80TH STREET EAST

Meeting Date:	November 13, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Contact:	JTeppen, 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
			Other

PURPOSE/ACTION REQUESTED Approve proposal to demolish City owned structures located at 7456 South Robert Trail and 1467 80th Street East.

SUMMARY In June of this year, Council authorized staff to request proposals to demolish the structures on two City owned properties that were acquired for easements. The structures on both properties aren't suitable for resale or re-use.

The Fire Department was able to hold training sessions inside the property on 80th Street.

The City received three proposals:

Veit and Co, Inc	$32,650
Kamish Excavating, Inc	$38,360
Lloyd's Construction Service, Inc.	$39,860

Staff recommends that the Council approve the proposal from Veit and Co, Inc for $32,350. The funds for this come from the City Facilities Fund which has an unencumbered fund balance of $633,000.

AGENDA ITEM _____

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

Meeting Date: November 13, 2012
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To approve the Proposal submitted by Decision Resources to conduct a Business Attitudes and Preferences Survey in the City of Inver Grove Heights. The cost of the survey has been budgeted for and would come out of the Host Community Fund.

SUMMARY

The Council has met on two other occasions this year to hear about and discuss a possible business survey this year. The City has not conducted a business survey and so we have no baseline data to compare how we are doing in responding to requests for information and policy development toward retaining current businesses and attracting new businesses.

Decision Resources conducted our residential survey, done in 2010, and has made a proposal to collect 253 random samples of businesses in Inver Grove Heights. This will be a telephone survey conducted with either the CEO, President or some other executive of the business authorized to respond. We will not be talking with support staff or receptionists to get his feedback information. The cost for this survey is $12,250 and has been budgeted for in the Host Community Fund in 2012. We have decided at this time not to collect information from home based businesses because we are trying to get baseline information first. In subsequent years we can add in survey of these businesses. As indicated in the proposal, this information would be collected over a three to four week period. The data and report will be presented to the Council at a Work Session and then formally during a regular Council meeting after you have had a chance to discuss it, in 2013.

Staff recommends approval of the proposal for a Business Attitudes and Preferences Survey conducted by Decision Resources in 2012 at the cost of $12,250.

PROJECT PROPOSAL

Decision Resources, Ltd.
3128 Dean Court
Minneapolis, Minnesota 55416
(612) 920-0337
Fax: (612) 929-1069

To: Joe Lynch **Date:** October 30, 2012

From: Peter Leatherman **Subject:** Survey Project Costs and Schedule

Business Survey Parameters:

- 253 Random Sample of City of Inver Grove Heights business owners and managers
- 75 Questions
- Business Attitudes and Preferences Survey

Costs:

- 253 Random Sample ± 5.0 in 95 out of 100 cases $12,250.00
- Each additional question would be $150.00

Project Schedule:

- Completion of all fieldwork within a three to four week period.
- Coding, data entry and preparation of the frequencies. The frequencies are available within two weeks after completion of the fieldwork.
- Presentation of the survey results at a City Council meeting.
- Delivery of the final written report to the City of Inver Grove Heights, including presentation graphics. Afterwards, telephone consultation, as the need arises, will be provided about the study's findings and implications.

Work Products:

- Frequencies of Responses
- Cross-Tabulation Tables
- Written Analysis

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	November 13, 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 employment of: Nicole Wilson as Police Officer and Dennis Tumberg as GIS Technician.

AGENDA ITEM _____

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

CONSIDER SECOND READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2012

Meeting Date:	November 13, 2012		Fiscal/FTE Impact:
Item Type:	Regular	x	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
			Other

PURPOSE/ACTION REQUESTED The Council is asked to consider the second reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 4.5%. These proposed fees are based on financial projections supplied by Ehlers and Associates.

Staff proposes to add fees for:

- Non-Conforming Use Certificate (none currently exists);
- An escrow to Street/Easement Vacation and Rezoning requests (to cover staff and city attorney time);
- A Final Plan Unit Development fee (none currently exists);

Should the MCES SAC fees come in lower than anticipated for 2013, the City Council will consider amending the ordinance to lower the fees.

The proposed changes are reflected on the attached.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.
Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.
Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.
The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat
The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	~~$1,055~~ **$1,095** multiplied by a density factor of 3.5 multiplied by Gross Acres

Fees Payable At Time of Building Permit
The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	~~$710~~ **$735** per SAC Unit
Water Treatment Plant Fee	~~$620~~ **$640** per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	~~$1,470~~ **$1,525**
1 ½ inch	~~$3,390~~ **$3,415**
2 inch	~~$5,860~~ **$6,065**
3 inch	~~$13,170~~ **$14,190**
4 inch	~~$23,425~~ **$24,245**
6 inch (or larger)	~~$54,925~~ **$56,845**

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat
The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	~~$1,055~~ **$1,095** multiplied by a density factor of 3.5 multiplied by Gross Acres

Fees Payable At Time of Building Permit
The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	~~$2,365~~ **$2,435** per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	~~$375~~ $**385** per SAC Unit
B-Line Special Connection Charge	~~$995~~ **$1,030** per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	~~$475~~ **$490**
6 inch	~~$800~~ **$830**
8 inch	~~$1,415~~ **$1,465**
10 inch	~~$2,215~~ **$2,295**
12 inch	~~$3,300~~ **$3,300**

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

Fees Payable At Time of Plat
(Northwest Area)

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	~~$910~~ **$955** multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	~~$910~~ **$955** multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	~~$910~~ **$955** multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	~~$910~~ **$955** multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$910~~ **$955**.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net

	Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by ~~$910~~ **$955.**
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by ~~$910~~ **$955**.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$910~~ **$955**.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Payable At Time of Building Permit
(Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit	~~$2,530~~ **$2,640** per SAC Unit

Fee (Northwest Area)	
Water Treatment Plant Fee (Northwest Area)	~~$620~~ **$640** per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	~~$1,505~~ **$1,575**
1 ½ inch	~~$3,380~~ **$3,530**
2 inch	~~$6,000~~ **$6,270**
3 inch	~~$13,490~~ **$14,095**
4 inch	~~$24,000~~ **$25,080**
6 inch (or larger)	~~$56,265~~ **$58,795**

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat
(Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	~~$1,460~~ **$1,525** multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	~~$1,460~~ **$1,525** multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	~~$1,460~~ **$1,525** multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	~~$1,460~~ $**1,525** multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,460~~ **$1,525**.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area

	Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by ~~$1,460~~ **$1,525**.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by ~~$1,460~~ **$1,525**.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,460~~ **$1,525**.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit
(Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	~~$2,365~~ **$2,435** per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	~~$4,030~~ **$4,215** per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	

4 inch	~~$490~~ **$510**
6 inch	~~$825~~ **$860**
8 inch	~~$1,460~~ **$1,525**
10 inch	~~$2,285~~ **$2,390**
12 inch	~~$3,280~~ **$3,430**

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat
(Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	~~$9,860~~ **$10,355** per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	~~$10,090~~ **$10,595** per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	~~$11,325~~ **$11,890** per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	~~$11,015~~ **$11,565** per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	~~$10,710~~ **$11,245** per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	~~$10,090~~ **$10,595** per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	~~$10,090~~ **$10,595** per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	~~$10,710~~ **$11,245** per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~$3,695~~ **$3,825** per acre for water trunk line area benefit

~~$3,695~~ **$3,825** per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	$250		$0
Conditional Use Permit, other	$500		$1,250
Conditional Use Permit, other – amendment	$150		$500
Comprehensive Plan Amendment	$500	$50	$2,500
Comprehensive Plan Amendment - minor	$200		$250
Zoning Code Amendment	$500		$500
Zoning Code Amendment – minor	$100		$250
Rezoning	$500	$50	~~$0~~ **$500**
Variance - Residential	$200		$0
Variance - Commercial	$200		
Planned Unit Development **Preliminary** **Final**	 $1,000 + plat fees **$500**		 $5,000 **$2,500**
Planned Unit Development Amendment	$250		$1,000
Determination of Substantially Similar Use	$200		$200
Major Site Plan Review	$500		~~$1,500~~ $2,000
Preliminary Plat	$250/+ $5 per lot		$3,000
Final Plat – single family	$350	$25/lot	~~$500~~ $2,000
Final Plat - other	$200	$100/acre	$3,000
Waiver of Plat	$300	$25	
Administrative Subdivision	$100	$25/lot	
Street Easement Vacation	$150	$50	**$250**
Street Dedication	$150	$50	
Wetland Conservation Act Certification	$75		
Wetland Replacement Plan	$200	$100/acre	$2,500

Northwest Area Sketch Plan Review			$1,000
Northwest Area Environmental Studies Fee	$80/gross acre		
Abstract Fee	$46		
Interim Use Permit	**$500**		**$1,250**
Non Conforming Use Certificate	**$500**		**$$1,250**

(Ord. 1180, 12-10-2007)

Section 4. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 26th day of November, 2012.

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

AGENDA ITEM 7A

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Establishing Utility Rates for 2013

Meeting Date: November 13, 2012
Item Type: Regular
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: SDT

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 three separate resolutions establishing water, sanitary sewer and storm water rates for 2013.

SUMMARY

For the past several years, the City has adjusted water and sanitary sewer rates based upon recommendations in a 2003 rate study that was completed by our financial consultant, Ehlers and Associates. Those annual rate adjustments have been 2.5% for water and 3.5% for sanitary sewer.

An update of that rate study was completed this past year. The study results recommended that the water rate increase be adjusted downward to 2.0% per year.

The study recommended that the sanitary sewer rate be increased by 6.0% in 2013, and by 3.5% per year thereafter. This recommendation is due to the fact that the city held its rate increase down over the past few years while the fees it pays to Metropolitan Council Environmental Services for sewage treatment have increased at 8% per year over the same period.

I recommend that the storm water utility rates remain unchanged for 2013.

I recommend passage of the three resolutions establishing utility rates for 2013, with water rates increasing by 2.0%, sanitary sewer rates increasing by 6.0% and storm water rates remaining unchanged.

SDT/kf
Attachment: Resolutions

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WATER UTILITY RATES EFFECTIVE JANUARY 1, 2013

WHEREAS, Title 8, Chapter 2, Section 8-2-10A of the City Code states that the City Council shall determine water rates by resolution.

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

Water utility usage rates, commencing January 1, 2013 for monthly and quarterly billings are established as follows:

Single Family Dwelling
The first 6,000 gallons or less.....$20.51 per quarter
6,001 – 20,000 gallons.....$2.38 per 1,000
20,001 – 40,000 gallons.....$2.74 per 1,000
40,001 and more gallons.....$2.96 per 1,000

The minimum charge per quarter shall be $20.51

Multi-Family/Mobile Homes

The first 2,000 gallons or less	$6.84 per unit/month
2,001 – 7,000 gallons	$2.38 per 1,000
7,001 – 13,000 gallons	$2.74 per 1,000
13,001 and more gallons	$2.96 per 1,000

The minimum charge per unit per month shall be $6.84

Commercial/Institutional/Industrial
The first 2,000 gallons or less.....$6.84 per month
2,001 – 7,000 gallons.....$2.38 per 1,000
7,001 – 13,000 gallons.....$2.74 per 1,000
13,001 and more gallons.....$2.96 per 1,000

The minimum charge per month shall be $6.84

Special Senior Rates
0 – 6,000 gallons per quarter.....$10.05 per quarter
6,001 and more gallons.....Same as applicable rate above

Adopted this 13th day of November 2012 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SEWER UTILITY RATES EFFECTIVE JANUARY 1, 2013

WHEREAS, Title 8, Chapter 4, Section 8-4-6 of the City Code states that the City Council shall determine sewer rates by resolution.

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

Sewer utility usage rates, commencing January 1, 2013, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	$27.66 per quarter
All over 6,000 gallons	$3.49 per 1,000 gallons

The minimum charge per quarter shall be $27.66

Multi-Family/Mobile Homes

The first 2,000 gallons or less	$9.21 per unit/per month
All over 2,000 gallons	$3.49 per 1,000 gallons

The minimum charge per unit per month shall be $9.21

Commercial/Institutional/Industrial

The first 2,000 gallons or less	$9.21 per month
All over 2,000 gallons	$3.49 per 1,000 gallons

The minimum charge per month shall be $9.21

Adopted this 13th day of November 2013 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ESTABLISHING STORM WATER UTILITY RATES EFFECTIVE JANUARY 1, 2013

RESOLUTION NO. _____

WHEREAS, Ordinance No. 1155, approved June 11, 2007, created a storm water utility; and

WHEREAS, Ordinance No. 1155 provided for the establishment and imposition of fees to pay the normal, reasonable, and current costs of constructing, operating, maintaining and improving the storm water management system; and

WHEREAS, a fee schedule has been developed that considers the relative use of the storm water management system by different types of land uses.

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

Monthly storm water utility rates, commencing January 1, 2013 are established as follows:

Storm Water Utility Group		Per Lot (L) or Acre (A)	Rural (Base Fee) Monthly	Urban (Base + Surcharge) Monthly	NWA Developed (Base + Surcharge) Monthly
Single-Family Residential	R-1A	L	$ 0.92	$ 2.68	$ 8.03
	R-1B	L	0.59	1.72	5.16
	R-1C	L	0.50	1.27	3.82
	Estate (5 ac cap)	A	0.66	1.91	5.72
Multiple Family Residential	R-2 (Duplex/Twinhomes)	A	1.45	4.20	12.61
	R-3 (6+ units/ac)	A	1.72	4.97	14.91
	R-4 (Manufactured Home)	A	1.98	5.73	17.20
Other	Agricultural/Open Space (10 ac cap)	A	0.40[1]	1.15	0.40
	Business District	A	2.90	8.40	25.23
	General Business	A	3.83	11.08	33.25
	Shopping Center	A	3.30	9.55	28.67
	Industrial	A	2.77	8.02	24.08
Public/ Institutional	Schools/Churches/Other	A	1.72	4.97	14.91
	Golf Courses/Cemeteries/Parks	A	0.40[1]	1.15	3.44
	City Facilities	A	2.90	8.40	25.23

[1]The minimum annual fee per parcel is $6.00.

These fees shall be included in the existing utility billing for parcels on City sewer or water, or they will be a new billing for parcels not on City sewer or water.

Adopted this 13th day of November 2013 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

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

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

Meeting Date:	November 13, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent	[ ]	None
Contact:	Kristi Smith 651-450-2521	[ ]	Amount included in current budget
Prepared by:	Kristi Smith, Finance Director	[ ]	Budget amendment requested
Reviewed by:	Tom Link, Comm. Dev. Dir	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[X]	Other

PURPOSE/ACTION REQUESTED

Approve resolution authorizing transfer from Host Community Fund (HCF) to EDA.

SUMMARY

At the August 6, 2012 EDA meeting the Commission approved Resolution 12-03, recommending a transfer to the EDA from the HCF. At this time staff is recommending Council authorize the transfer of $500,000 from HCF to EDA.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING TRANSFER TO
ECONOMIC DEVEOPMENT AUTHORITY

WHEREAS, there was intended to be a transfer of $500,000 to the EDA Fund from the Host Community Fund in 2011 that did not occur; and

WHEREAS, the EDA recommended approval of the transfer in EDA Resolution 12-03 on August 6, 2012.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the following transfer is authorized in 2012:

From:	Host Community Fund	451.57.9200.590.91100	$500,000
To:	Economic Development Authority	290.45.0000.3911000	500,000

Adopted by the City of Inver Grove Heights this 13th day of November 2012.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk