

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, FEBRUARY 25, 2013
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. i) Minutes – February 11, 2013 Council Study Session _____
 - ii) Minutes – February 11, 2013 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending February 20, 2013 _____
 - C. Resolution Approving Property Access Agreement with the Minnesota Pollution Control Agency _____
 - D. Resolution Authorizing the City to Enter into an Agreement with Dakota County for Engineering, Highway Construction, Signal Revisions for County Project No. 56-10, Traffic Signal Agreement No. 13-01, City Project No. 2013-07 _____
 - E. Approve Joint Powers Agreement between Inver Grove Heights, Dakota County and West St. Paul for the Design and Construction of Traffic Signal Improvements at the Intersection of Babcock Trail (CSAH 73) and Mendota Road (CSAH 14) as City Project No. 2013-08 _____
 - F. Accept Resignation of Environmental Commissioner _____
 - G. Approve 2013 EAB Work Plan for 2012-2014 Forest Bonding Grant _____
 - H. Approve 2013-14 VMCC Ice Rates _____
 - I. Consider Renewal of Fairway Flyzers Discs, Inc. North Valley Disc Golf Operations Agreement _____
 - J. Consider Donation Request from Inver Grove Heights Days Committee _____
 - K. Personnel Actions _____
5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.
6. **PUBLIC HEARINGS:**

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. BILL KRECH; Consider Resolution and Related Improvement Documents relating to a Conditional Use Permit to Exceed the Impervious Surface Maximum for property located at 9074 Alger Court _____

B. JOHN GIESKE; Consider Resolution relating to a Variance to Allow an Accessory Structure 10 Feet from the Front Property Line whereas 30 feet is required for property located at 8373 Alta Avenue _____

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Review and Discuss Draft Ordinance Regulating the Feeding of Deer _____

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

**INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, FEBRUARY 11, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, February 11, 2013, in the City Hall Lower Level Training Room. Mayor Tourville called the meeting to order at 5:30 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Parks & Recreation Director Carlson, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Police Chief Stanger, Fire Chief Thill, and Deputy Clerk Kennedy.

2. NDC CABLE/INET FRANCHISE RENEWAL

Jodie Miller, NDC4, explained franchise renewals are completed every 10-15 years. The current franchise agreement will expire in March of 2015. A seven (7) city group comprises the cable commission and Inver Grove Heights is the largest user in the group.

Brian Grogan, Attorney from Moss & Barnett, stated there were roughly 22,000 cable subscribers in the NDC4 region. The current franchise was granted on April 1, 2000 and will expire on March 31, 2015. There are currently seven (7) public, educational, and governmental (PEG) channels offered jointly with the cities of Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul. The PEG fee started at \$0.83 and increased to \$1.15 in 2012. He noted the PEG fee was over and above the 5% franchise fee. The franchise fee equals 5% of gross revenues on cable service, it does not include telephone or broadband. The fee pays for the right to access City streets, right-of-way, easements, etc. The 2012 franchise fee was \$980,000 and 25% (\$245,000) was paid to cities in 2012. The total franchise value was \$1.4 million per year plus the value of I-Net and other in-kind provisions. It is anticipated that the value of the next franchise, assuming another 15 year agreement, would be over \$20 million. The anticipated value did not include the value of I-Net.

Mr. Grogan outlined the renewal process. He explained the process typically begins three (3) years before the franchise expires. The NDC4 franchises with Comcast expire on March 31, 2015. Comcast issued a letter requesting renewal of the franchise on July 27, 2012. Federal law allows for a high presumption for renewal due to the regulations set forth in the Cable Act. Since the inception of the Cable Act there have been only three (3) documented cases in the U.S. where renewal of a franchise agreement was denied. Renewal is extremely likely to be achieved unless the provider has failed to perform satisfactorily. Renewal can be accomplished through either an informal or a formal process. The informal process contains very few deadlines but provides limited leverage. The formal process is arduous and expensive but holds more opportunity for greater leverage. The renewal work plan involved the prioritization of the objectives of the cable commission and to draft a needs assessment. The needs assessment would include a review of the payments under the current franchise, a PEG review and assessment for the next ten (10) years, technology review, I-Net review, and a telephone survey focused on customer service, PEG use, and overall system performance. He noted the needs assessment is a very important tool used to create leverage for the negotiation process.

Mr. Grogan explained decisions would need to be made regarding the PEG channels in terms of the type of production facility that would be needed, the type of equipment that would be required for future broadcasting, the number of channels needed, the placement of the PEG channels, and what the fee would be in the next franchise. He stated the institutional network would also be a critical area of discussion during negotiations. Currently 13 institutions, including City facilities, are served by six (6) strands of fiber. The construction of I-Net cost approximately \$850,000. No additional payments are made to Comcast as each user site lights the fiber and uses what they desire. Each institution can use up to 1 gig of capacity. It is estimated that the current arrangement saves thousands of dollars annually per site. The continuation of this service or its transition to something new will be critical at the time of the franchise renewal. He noted the goal is to preserve the institutional network.

Mr. Grogan stated negotiations would not occur until 2014 however the process to prepare will begin in the spring of 2013. The model franchise will be created and negotiations will begin to try to come up with compromises that will appease all parties involved. He explained the Commission will not always be able

to speak publicly about the negotiation proceedings but Ms. Miller would continue to communicate with the City throughout the entire process. He noted it was also likely that Comcast would try to lobby City officials during negotiations.

Councilmember Piekarski Krech questioned if Comcast was experiencing a downturn in customers due to the offers being made by other providers such as Century Link.

Mr. Grogan stated Century Link was a part of the DISH network and he was uncertain if Comcast had seen a reduction in subscribers.

Mayor Tourville noted subscriptions to the DISH network limited access to PEG and other certain channels.

Ms. Miller explained a franchise is never exclusive, multiple franchises can be granted. She noted it was rare to have two-line service, but the Commission would welcome some competition.

Mr. Grogan stated with competition in the market cities have little say or impact on the rates that are established.

Mayor Tourville stated the biggest subscriber complaint is related to the cost of service. He reiterated the I-Net piece of the discussion would be very important to the negotiations.

Ms. Miller explained the Commission would look at alternatives service options in the event they were needed.

3. INVER WOOD GOLF COURSE FUND BALANCE DISCUSSION

Mr. Carlson provided some historical background information on the golf course. From 1987 to 1989 the City studied the feasibility and planned for the construction of the golf course. The consultant for the project, Effective Golf Course Systems, provided the City with a pro-forma that projected rounds, revenues, and expenses. The consultant projected that a golf course could be constructed that would support all costs of financing and operations. The pro-forma also projected a large positive cash balance through 2012. In 1994 the City developed a business plan that outlined a more realistic financial outcome for the course. The plan suggested the City could expect a negative cash balance through 2012 and outlined anticipated rounds, rates, expenses, and capital improvements that would need to be considered. Several outside factors affected the performance of the golf course including an oversupply of courses in the local market, and two (2) major recessions. At the conclusion of 2011 the golf course had an audited cash balance of (\$3,679,513). In 2012 the Economic Development Authority purchased excess land from the course to help retire the development debt. It is anticipated that the cash balance of the course will be (\$2,900,000) at the end of 2012. Going forward the golf course should be able to operate with positive annual cash results to break even on operations as the net operating income for 2012 was \$46,000. The goal is to protect and increase the amount of revenue that is generated per round of golf. However the City would need to provide assistance from other sources to cover capital investments in equipment and property improvements. The value of the 235 acres of land represents a range of 15 to 25 million dollars and serves as protection of the City's investments of the golf course.

Mayor Tourville stated the course offers two (2) different products, the 18-hole championship course and the 9-hole executive course. He asked that staff provide information regarding the revenue generated per round for each of the two courses.

Mr. Carlson indicated that information could easily be put together and provided to the Council. He stated from 1990-2011 the total operative revenue of the course, both the executive and championship courses, was \$31,000,000. The interest earned over that period was \$1,000,000 and the bond proceeds equaled \$1,000,000 for total revenue of \$33,000,000. The total operating expenses over that period were \$25,000,000. With interest expenses of \$6,000,000 and the purchase of \$6,000,000 in assets the total expenses were \$37,000,000.

Councilmember Piekarski Krech questioned if the assets included the initial purchase of the land.

Ms. Smith explained the figure represented the total assets that have been purchased throughout the life of the course. It did not include the original land purchase because that represented a non-cash item.

Mr. Carlson stated in order to purchase the land for the course there was a loan from the closed bond fund to the host community fund and then the loan was paid back by the host community fund.

Councilmember Piekarski Krech asked for an accounting of the true asset level of the course, including floating assets. She stated it was her understanding that the golf course was supposed to pay back the host community fund for the original land purchase of \$1,900,000.

Mr. Carlson stated they could not find language to that effect in any of the agreements at the time the land was purchased.

Mayor Tourville stated the excess property was valued differently than the rest of the course because of the zoning designation.

Mr. Carlson stated the projected land value of the 235 acres was based on the 2010 EDA appraisal of \$124,000 per acre.

Councilmember Bartholomew stated when he calculated the net operating income for 2012 he did not come up with \$46,000.

Ms. Smith stated depreciation needed to be factored into the calculation.

Councilmember Mueller opined something different needed to be done in terms of operations at the course. He stated more of the suggestions from the operational audit should have been implemented. He provided information on rates at other public courses in the area and stated Inver Wood was slightly more expensive.

Mr. Carlson stated it was determined that the strategy of discounting rounds did not work in 2010 and 2011. Although the number of rounds increased slightly, the revenue did not. He explained with the current price structure that was implemented in 2012 it is projected that the golf course could break even or better on net operating costs. The revenue generated would not be enough to handle the capital improvement needs going forward.

Mr. Lynch stated the goal is to address the problem going forward because the decisions that were made in the past and the debt that was incurred as a result cannot be changed. He noted the information is being presented to Council in preparation for discussions regarding the future of the course and the development of alternative options to deal with the issue.

Mayor Tourville stated a number of the suggested strategies from the operational audit were implemented. Some of the suggestions were not financially feasible.

Councilmember Madden stated the City may have to consider selling the property if the economy does not improve in the near future.

Councilmember Mueller stated something needs to be done to generate more revenue and all options need to be considered, including selling the property or bringing in private management.

Councilmember Bartholomew stated he was part of the committee that participated in the operational audit and it is his belief that a few things were missed in the report. He opined that improvements could be made from an operational standpoint to generate additional revenue. He asked that staff look at payroll for the course against revenues.

Mayor Tourville stated the golf course was an amenity in the community.

Councilmember Bartholomew stated he recognized the course's value as an amenity, but wanted it to operate as efficiently as possible.

The meeting was adjourned at 6:50 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 11, 2013 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, February 11, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Parks & Recreation Director Carlson, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Police Chief Stanger and Deputy Clerk Kennedy

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Bartholomew removed Item 4E from the Consent Agenda.

- A.** i) Minutes – January 28, 2013 Council Study Session
ii) Minutes – January 28, 2013 Regular Council Meeting

B. Resolution No. 13-15 Approving Disbursements for Period Ending February 6, 2013

C. Approve Purchase of Capital Equipment

D. Approve Sentence to Serve Contract

Motion by Madden, second by Bartholomew, to approve the Consent Agenda

Ayes: 5

Nays: 0 Motion carried.

E. Personnel Actions

Councilmember Bartholomew questioned which departments the seasonal/temporary hires were assigned to work for.

Ms. Teppen stated one of the individuals was hired to work at the child care center at the VMCC. She indicated she would check on the other two (2) individuals and provide Council with the information.

Mayor Tourville suggested the department information be included on all personnel action items going forward.

Motion by Bartholomew, second by Madden, to approve personnel actions.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Jerry Kahlert, 6885 Benton Way, asked the Council to think about the financial and social impacts on the community of the recent cutbacks in state and federal funding. He opined the City has lost considerable amounts of money from cutbacks caused by increased spending on national security measures. He noted the purpose is not to take anything away from those individuals who serve in the military. He expressed concern that members of Congress were calling for exotic weapons systems and hardware that have not been requested by the Pentagon. He opined the U.S. is paying for weapons that may have little or no use and as a result residents and citizens suffer because of spending cuts. He asked the City to total up the recent funding cutbacks and their impact on services and to consider adopting a resolution asking Minnesota's congressional delegates to stand up for those citizens at the local level whose way of life has been eroded by out of control spending. He noted similar resolutions were adopted in Minneapolis, St. Paul, and Duluth, and has been supported by other religious and civic groups throughout the State.

Mayor Tourville stated his understanding was that a majority of the resolutions being signed by other cities referenced all federal spending from a more general perspective rather than focusing solely on the

Department of Defense.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Temporary On-Sale Intoxicating Liquor License for the Church of St. Patrick Taste Extravaganza on May 3, 2013

Ms. Kennedy explained the Church of St. Patrick applied for a temporary on-sale intoxicating license in conjunction with a one-day event on May 3, 2013. The applicant submitted all required documentation and the appropriate license fee.

Councilmember Madden stated the applicant had applied for and received temporary permits in the past and there had been no issues during the events.

Motion by Madden, second by Mueller to close the public hearing

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Mueller, to approve a temporary on-sale intoxicating liquor license for the Church of St. Patrick Taste Extravaganza on May 3, 2013

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. RAHUL KANSARA; Consider a Resolution relating to a Planned Unit Development Amendment to Amend the Approved Site and Elevation Plans for the property located at 5653 Bishop Avenue

Mr. Link explained the request was for a PUD amendment to change the approved site and elevation plans to upgrade the exterior of the hotel and implement a covered pick-up and drop-off area at the entrance that would be approximately 700 square feet in size. The exterior siding would be replaced with stone and stucco in neutral colors. He stated the site improvements would meet setbacks and access to the property would not change. No additional impervious surface would be added to the property. He noted the new pick-up/drop-off area would result in the loss of six (6) parking spaces. The parking was originally approved on a shared basis with the restaurant and the reduction in parking was not expected to impact either the hotel or the restaurant. Both Planning staff and the Planning Commission recommended approval of the request.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 13-16 approving a Planned Unit Development Amendment to Amend the Approved Site and Elevation Plans for the property located at 5653 Bishop Avenue

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

B. CITY OF INVER GROVE HEIGHTS; Consider Advisory Board Applications and Appointments

Mr. Kuntz stated annual appointments are typically made at the Council's second meeting in May. Because a number of commissions have vacancies the administration has brought forth consideration to fill those vacancies for the remainder of each respective term. One (1) vacancy exists on the Planning Commission, one (1) vacancy exists on the Parks and Recreation Advisory Commission, and several vacancies remain on the Airport Relations Commission. He questioned if the Council wanted to proceed by debate and motion or if they wanted to proceed by way of the ballot process.

Councilmember Piekarski Krech stated she would prefer to proceed with the ballot process because there

were three (3) applicants for the vacancy on the Planning Commission.

The Council agreed to proceed with the ballot process and to consider applications for the Planning Commission first.

Mr. Kuntz explained some time ago the City Council, when faced with the exercise of appointing members to a commission, acknowledged very clearly the importance of the positions and the desire to have as many volunteers come forth as possible and to have them all considered by the Council. It was recognized that the usual method of appointment whereby there is debate can sometimes preclude a candidate from being considered by the entire Council. As an alternate approach to the debate and motion process, the Council has considered a public ballot process. He stated when a position is vacant or up for consideration because the term expired, all candidates who have come forth to apply are listed on the ballot. With respect to the Planning Commission three (3) persons have applied for the vacant position. The individuals are listed on the ballot in alphabetical order. On the first ballot Council members cast a number of votes equal to the vacancies that exist. In this instance the Council would vote for one (1) candidate on the first ballot. Any person on the first ballot receiving at least one (1) vote is automatically placed on the second ballot. Any individual receiving no votes on the first ballot does not appear on the second ballot. The Council then proceeds on the second ballot by voting for an amount equal to one (1) fewer than the number of names remaining. After the balloting process the results are shared with the Council and the protocol has generally been that a motion is made to appoint the remaining individual to the vacant position. He noted that all of the ballots are public information, become part of the public record, and are made available for inspection upon request.

The Council proceeded with the first round of balloting for the Planning Commission vacancy.

Mr. Kuntz tallied the votes from the first ballot and announced that two (2) names remained on the second ballot. He directed the Council to vote for one (1) individual on the second ballot.

Following the second round of balloting it was announced that Bill Klein had received the highest number of votes.

Motion by Piekarski Krech, second by Madden, to appoint Bill Klein to the vacant Planning Commission term expiring May 23, 2013

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Mueller, to appoint Mark Freer to the vacant Parks and Recreation Advisory Commission term expiring May 23, 2014

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Bartholomew stated the Lions Club hosted their "Moonlight Bowl" event at Drkula's over the weekend and it was very well attended. He thanked all of the merchants that donated prizes and sponsored the event.

9. EXECUTIVE SESSION:

A. Discuss Collective Bargaining

Mayor Tourville announced the Council would move to a closed session to discuss the City Hall mediation process with the City's legal counsel.

10. ADJOURN: Motion by Bartholomew, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 8:22 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 25, 2013
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 6, 2013 to February 20, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 20, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$393,891.10
Debt Service & Capital Projects	174,033.55
Enterprise & Internal Service	369,258.23
Escrows	1,555.28
	<hr/>
Grand Total for All Funds	<u><u>\$938,738.16</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2517.

Attached to this summary for your action is a resolution approving the disbursements for the period February 6, 2013 to February 20, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 20, 2013**

WHEREAS, a list of disbursements for the period ending February 20, 2013 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	\$393,891.10
Debt Service & Capital Projects	174,033.55
Enterprise & Internal Service	369,258.23
Escrows	1,555.28
Grand Total for All Funds	<u><u>\$938,738.16</u></u>

Adopted by the City Council of Inver Grove Heights this 25th day of February, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 2/6/2013 - 2/20/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	514494/5	02/14/2013	1/15/13	101.44.6000.451.60040	8.54
ACE PAINT & HARDWARE	514593/5	02/14/2013	1/24/13	101.43.5200.443.60016	37.84
AFSCME COUNCIL 5	INV0017450	02/08/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0017451	02/08/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	653.07
AFSCME COUNCIL 5	INV0017452	02/08/2013	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	74.25
ARAMARK UNIFORM SERVICES	629-7679357	02/14/2013	792069636	101.43.5200.443.60045	45.02
ARAMARK UNIFORM SERVICES	629-7679357	02/14/2013	792069636	101.44.6000.451.60045	28.59
ARAMARK UNIFORM SERVICES	629-7684190	02/14/2013	792069636	101.43.5200.443.60045	24.08
ARAMARK UNIFORM SERVICES	629-7684190	02/14/2013	792069636	101.44.6000.451.60045	45.54
ASPEN MILLS	131157	02/14/2013	550771	101.42.4200.423.60045	146.85
ASSOCIATED MECHANICAL CONTRACTORS	38662	02/14/2013	S26577	101.42.4200.423.40040	489.56
AT & T MOBILITY	287237771092X02122013	02/20/2013	287237771092	101.41.1000.413.50020	52.62
AT & T MOBILITY	287237771092X02122013	02/20/2013	287237771092	101.41.1100.413.50020	26.31
BARNA, GUZY, & STEFFEN LTD	111028	02/14/2013	50003-005 GENERAL LABOR	101.41.1100.413.30430	91.00
BOUND TREE MEDICAL LLC	81000149	02/22/2013	WEB024283	101.42.4200.423.60065	62.41
CENTURY LINK	1/22/13 651 457 4184 746	02/14/2013	651 457 4184 746	101.44.6000.451.50020	57.95
CENTURY LINK	1/22/13 651 457 5524 959	02/14/2013	651 457 5524 959	101.44.6000.451.50020	64.32
CITY OF SAINT PAUL	126314	02/14/2013	GRANT WRITING 101	101.42.4000.421.50080	130.00
COLLINS ELECTRICAL CONST.	1330080.01	02/14/2013	1/28/13	101.43.5400.445.30700	513.55
COLLINS ELECTRICAL CONST.	134001.01	02/14/2013	1/28/13	101.43.5400.445.30700	1,397.75
COORDINATED BUSINESS SYSTEMS	CNIN113079	02/22/2013	4555082	101.42.4200.423.30700	123.75
CULLIGAN	1/31/13 157-98459100-6	02/14/2013	157-98459100-6	101.42.4200.423.60065	47.49
DAKOTA CTY CHIEFS OF POLICE ASSOC.	MEMBERSHIP DUES 2013	02/20/2013	2013 MEMBERSHIP DUES	101.42.4000.421.50070	485.00
DAKOTA CTY FINANCIAL SVCS	00005094	02/14/2013	2013 DPC PARTICIPATION	101.42.4000.421.50070	8,936.00
DAKOTA CTY FINANCIAL SVCS	00005145	02/20/2013	UTILITIES-4TH QTR 2012	101.43.5400.445.40020	435.52
DAKOTA CTY PROP TAXATION & RECORDS	T709499	02/14/2013	1/9/13 TORRENS FEE	101.45.3200.419.50025	46.00
DAKOTA CTY WATER RESOURCES	2013 JPA PUMP MAINTENANCE	02/14/2013	2013 JPA PUMP MAINTENANCE	101.45.3300.419.30700	4,564.89
DAKOTA ELECTRIC ASSN	1/29/13 246837-9	02/14/2013	246837-9	101.44.6000.451.40010	362.35
DAKOTA ELECTRIC ASSN	1/29/13 250165-8	02/14/2013	250165-8	101.44.6000.451.40010	54.55
DAKOTA ELECTRIC ASSN	1/29/13 393563-2	02/14/2013	393563-2	101.44.6000.451.40010	333.86
DAKOTA ELECTRIC ASSN	1/29/13 426713-4	02/20/2013	426713-4	101.43.5400.445.40020	32.68
DAKOTA ELECTRIC ASSN	1/29/13 443054-2	02/14/2013	443054-2	101.44.6000.451.40010	14.52
DAKOTA ELECTRIC ASSN	1/29/13 461221-4	02/14/2013	461221-4	101.43.5400.445.40020	22.37
DAKOTA ELECTRIC ASSN	2/7/13 109394-7	02/20/2013	109394-7	101.43.5400.445.40020	1,243.30
EDELMANN & ASSOCIATES, INC.	132234	02/14/2013	5794	101.44.6000.451.40047	194.67
EFTPS	INV0017457	02/08/2013	FEDERAL WITHHOLDING	101.203.2030200	37,318.28
EFTPS	INV0017459	02/08/2013	MEDICARE WITHHOLDING	101.203.2030500	10,180.78
EFTPS	INV0017460	02/08/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	29,698.92
EMBROIDME.COM	5530	02/14/2013	2/6/12	101.43.5100.442.60045	63.00
FEDEX OFFICE	062000004472	02/20/2013	ACCOUNT 9980016701	101.42.4000.421.50030	40.55
FISCHER MINING, LLC	5786	02/14/2013	4753	101.43.5200.443.60016	536.38
FISCHER MINING, LLC	5800	02/14/2013	4753	101.43.5200.443.60016	1,140.90
FRESHWATER SOCIETY	92254	02/14/2013	2/1/13	101.43.5200.443.50080	250.00
FULL SOURCE, LLC	FS2051795-SO	12/31/2012	FS314958	101.42.4000.421.40042	1,164.00
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.41.1100.413.30550	61.05
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.41.2000.415.30550	153.79
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.42.4000.421.30550	486.30
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.43.5100.442.30550	99.22
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.43.5200.443.30550	25.67
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.44.6000.451.30550	60.54
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.45.3000.419.30550	44.63
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.45.3200.419.30550	37.35
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	101.45.3300.419.30550	68.45
GENESIS EMPLOYEE BENEFITS, INC	2/8/13 PR	02/08/2013	HSA ELECTION 2/8/13 PAYROLL PROCESS	101.203.2032500	6,377.87
GERTENS	269168	12/31/2012	103566	101.43.5200.443.60016	138.93
GLASSING FLORIST	00327504	02/14/2013	00002015	101.42.4000.421.60065	58.67
HEALTHEAST MEDICAL TRANSPORTATION	12-4140	02/14/2013	BLOOD ALCOHOL DRAW	101.42.4000.421.30700	85.00
HOISINGTON KOEGLER GROUP INC.	012-027-7	02/20/2013	CONCORD BOULEVARD	101.45.3200.419.30600	2,481.25
ICMA RETIREMENT TRUST - 457	INV0017405	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0017406	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	323.74
ICMA RETIREMENT TRUST - 457	INV0017407	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	200.00
ICMA RETIREMENT TRUST - 457	INV0017408	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	622.15
ICMA RETIREMENT TRUST - 457	INV0017409	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0017410	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	307.32
ICMA RETIREMENT TRUST - 457	INV0017411	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	940.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0017412	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.20
ICMA RETIREMENT TRUST - 457	INV0017413	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0017414	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	720.41
ICMA RETIREMENT TRUST - 457	INV0017415	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0017416	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	239.44
ICMA RETIREMENT TRUST - 457	INV0017417	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,553.84
ICMA RETIREMENT TRUST - 457	INV0017418	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	INV0017419	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	240.00
ICMA RETIREMENT TRUST - 457	INV0017420	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	379.77
ICMA RETIREMENT TRUST - 457	INV0017421	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	190.00
ICMA RETIREMENT TRUST - 457	INV0017422	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	463.78
ICMA RETIREMENT TRUST - 457	INV0017423	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0017424	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	152.51
ICMA RETIREMENT TRUST - 457	INV0017425	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0017426	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0017427	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	550.00
ICMA RETIREMENT TRUST - 457	INV0017428	02/08/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	61.34
ICMA RETIREMENT TRUST - 457	INV0017429	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	200.24
ICMA RETIREMENT TRUST - 457	INV0017430	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0017431	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0017432	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0017433	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	750.32
ICMA RETIREMENT TRUST - 457	INV0017434	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0017435	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0017436	02/08/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,857.57
ICMA RETIREMENT TRUST - 457	INV0017437	02/08/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0017446	02/08/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
ICMA RETIREMENT TRUST - 457	INV0017447	02/08/2013	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
INFINITY WIRELESS	32904	02/14/2013	14031	101.42.4200.423.40042	295.00
INVERCITY PRINTING INC	121224	02/20/2013	150 HAULERS LABELS 2013	101.41.1100.413.50030	154.22
IUOE	INV0017453	02/08/2013	UNION DUES IUOE	101.203.2031000	1,151.25
KEEPRS, INC	205989	02/14/2013	1/9/13	101.42.4000.421.60045	765.09
KENISON, TERRI	JANUARY 2013	02/14/2013	JANUARY 2013	101.42.4200.423.30700	908.44
LANGUAGE LINE SERVICES	3103378	02/14/2013	9020909043	101.42.4000.421.50020	18.04
LELS	INV0017454	02/08/2013	UNION DUES (LELS)	101.203.2031000	1,350.00
LELS SERGEANTS	INV0017455	02/08/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.41.1000.413.30420	1,888.80
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.42.4000.421.30420	112.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.42.4000.421.30420	32.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.42.4000.421.30420	1,908.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.42.4000.421.30420	40.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.42.4000.421.30420	380.60
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.42.4000.421.30420	595.50
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.43.5000.441.30420	1,196.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.43.5100.442.30420	2,032.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.44.6000.451.30420	140.40
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.45.3000.419.30420	109.80
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	101.45.3200.419.30420	1,591.88
LEVANDER, GILLEN & MILLER P.A.	1/31/13 92000E	02/20/2013	92000E	101.42.4000.421.30410	14,877.93
LOW VOLTAGE CONTRACTORS	SIL-41204	02/20/2013	7015 CLAYTON AVE INSTALL	101.42.4200.423.40040	4,705.00
LYNCH, JOE	2/6/13	02/20/2013	REIMBURSE-MEETING	101.41.1100.413.50075	23.74
MADISON NATIONAL LIFE INSURANCE COMPANY	1083529	02/20/2013	MARCH 2013	101.203.2031700	2,549.53
MADISON NATIONAL LIFE INSURANCE COMPANY	1083529	02/20/2013	MARCH 2013	101.42.4000.421.20630	(30.48)
MENARDS - WEST ST. PAUL	15065	02/14/2013	30170270	101.44.6000.451.40040	51.23
METROPOLITAN COUNCIL ENVIRON SRVCS	JANUARY 2013	02/14/2013	JANUARY 2013	101.41.0000.3414000	(97.40)
MINNEAPOLIS OXYGEN CO.	171057341	02/22/2013	113504	101.42.4200.423.40042	65.60
MINNEAPOLIS OXYGEN CO.	171057343	02/20/2013	113504	101.42.4000.421.60065	29.16
MINNESOTA CHIEFS OF POLICE ASSOCIATION	4/22-4/25 ETI REGISTRATION L.	02/20/2013	REGISTRATION-L. STANGER	101.42.4000.421.50080	325.00
MINNESOTA CHIEFS OF POLICE ASSOCIATION	4/22-4/25 ETI REGISTRATION-J.	02/20/2013	REGISTRATION-J. OTIS	101.42.4000.421.50080	325.00
MINNESOTA CHIEFS OF POLICE ASSOCIATION	4/22-4/25 ETI REGISTRATION-S.	02/20/2013	REGISTRATION-S. FOLMAR	101.42.4000.421.50080	325.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0017403	02/08/2013	RICK JACKSON FEIN/TAXPAYER ID: 4160052	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0017404	02/08/2013	JUSTIN PARRANTO FEIN/TAXPAYER ID: 4160052	101.203.2032100	484.54
MINNESOTA GOVERNMENT FINANCE OFFICERS ASSOCIATION	00764	02/14/2013	MEMBERSHIP RENEWAL	101.41.2000.415.50070	60.00
MN DEPT OF LABOR & INDUSTRY	JANUARY 2013	02/14/2013	JANUARY 2013	101.207.2070100	1,505.05
MN DEPT OF LABOR & INDUSTRY	JANUARY 2013	02/14/2013	JANUARY 2013	101.41.0000.3414000	(30.10)
MN DEPT OF REVENUE	INV0017458	02/08/2013	STATE WITHHOLDING	101.203.2030300	15,420.45
MN/DOT-TRAINING COORDINATOR	PAVEMENT MARKING & DESIGN	02/20/2013	PAVEMENT MARKING DESIGN AND APPLICATION	101.43.5200.443.50080	100.00
MN/DOT-TRAINING COORDINATOR	PAVEMENT MARKING DESIGN	02/20/2013	PAVEMENT MARKING DESIGN & APPLICATION	101.43.5200.443.50080	100.00
MOBILE MAINTENANCE INC	51652	02/20/2013	OVERPAYMENT PERMIT #2013-185/186	101.45.0000.3221000	25.00
MRPA	3/22/13	02/20/2013	MARCH 22 2014 REGISTRATION-E. CARLSON	101.44.6000.451.50080	49.00
NATIONAL RESERVE LAW OFFICERS	55077MN13	02/20/2013	MEMBERSHIP 2013	101.42.4000.421.50070	315.00
OXYGEN SERVICE COMPANY, INC	03217839	02/20/2013	04394	101.42.4000.421.60065	23.85
PERA	INV0017438	02/08/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,256.05
PERA	INV0017440	02/08/2013	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	14,100.14

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PERA	INV0017441	02/08/2013	PERA COORDINATED PLAN	101.203.2030600	14,100.14
PERA	INV0017442	02/08/2013	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	57.69
PERA	INV0017443	02/08/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0017444	02/08/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	16,709.22
PERA	INV0017445	02/08/2013	PERA POLICE & FIRE PLAN	101.203.2030600	11,139.47
RILEY, BEN	35994	02/14/2013	DUPLICATE PERMIT MH 2012-1586	101.45.0000.3224000	63.60
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	101.41.1100.413.60070	38.48
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	101.41.2000.415.60010	70.54
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	101.41.2000.415.60070	44.82
SAM'S CLUB	1/23/13 7715 0904 0133 4891	02/14/2013	7715 0904 0133 4891	101.42.4200.423.60065	164.46
SENSIBLE LAND USE COALITION	4961268	12/31/2012	MEMBERSHIP DUES	101.45.3000.419.50070	250.00
SOUTH ST PAUL, CITY OF	AUTO THEFT PREVENTION GRAN	12/31/2012	AUTO THEFT PREVENTION GRANT	101.42.4000.421.60040	20,723.70
SOUTH ST PAUL, CITY OF	2/8/13 UTILITY BILL	02/14/2013	2/8/13 UTILITY BILL	101.207.2070900	33.00
ST CROIX TREE SERVICE	77891	02/14/2013	1/24/13	101.44.6000.451.30700	3,200.91
STEARNS WEAR	22789	02/20/2013	100 SPIT SOCK HOOD	101.42.4000.421.60065	301.00
STRAIGHT RIVER MEDIA	1276	02/20/2013	MARCH-APRIL 2013 NEWSLETTER	101.41.1100.413.50032	900.00
TIMESAVER OFF SITE SECRETARIAL INC	M19577	02/14/2013	CITY COUNCIL 1/14 AND 1/28	101.41.1100.413.30700	465.60
TIMESAVER OFF SITE SECRETARIAL INC	M19607	02/20/2013	CITY COUNCIL MEETING 2/11/13	101.41.1100.413.30700	144.00
TOTAL CONSTRUCTION & EQUIP.	56294	02/14/2013	CIT001	101.44.6000.451.40040	185.56
TWIN CITIES OCCUPATIONAL HEALTH PC	102013166	02/14/2013	N26-1251001591	101.41.1100.413.30500	512.00
TWIN CITIES OCCUPATIONAL HEALTH PC	101972967	02/20/2013	N26-1251001589	101.41.1100.413.30500	80.00
U OF M - EXTENSION REGISTRATION	1184749-52203388	02/14/2013	REPEATING SUCCESSES IN STORMWATER B	101.43.5100.442.50080	95.00
UNIFORMS UNLIMITED	150672	02/14/2013	I14866	101.42.4000.421.60045	304.08
UNIFORMS UNLIMITED	151951	02/14/2013	I14866	101.42.4000.421.60045	94.90
UNIFORMS UNLIMITED	152214	02/20/2013	I14866	101.42.4000.421.60018	80.71
UNITED WAY	INV0017456	02/08/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	INV0017439	02/08/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	456.79
USA MOBILITY WIRELESS INC	W0317409B	02/14/2013	0317409-1	101.42.4000.421.50020	4.89
VANDERHEYDEN LAW OFFICE, P.A.	INV0017402	02/08/2013	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	342.50
VOLUNTEER FIREFIGHTERS BENEFIT	2013 APPLICATION	02/20/2013	2013 APPLICATIONS	101.42.4200.423.50070	55.00
WEST ST. PAUL, CITY OF	AUTO THEFT PREVENTION GRAN	12/31/2012	AUTO THEFT PREVENTION GRANT	101.42.4000.421.60040	20,723.70
WHAT WORKS INC	IGHPD13-01	02/14/2013	1/24/13	101.42.4000.421.30700	900.00
WORKS COMPUTING, INC.	19550	12/31/2012	INVER	101.42.4000.421.40044	1,449.76
WORKS COMPUTING, INC.	19550	12/31/2012	INVER	101.42.4200.423.30700	1,449.76
XCEL ENERGY	355926341	02/14/2013	51-9782436-1	101.43.5400.445.40020	112.42
XCEL ENERGY	356577045	02/20/2013	51-8849473-7	101.43.5400.445.40020	93.85
XCEL ENERGY	356716033	02/14/2013	51-6431857-4	101.42.4200.423.40010	2,529.21
XCEL ENERGY	356716033	02/14/2013	51-6431857-4	101.42.4200.423.40020	1,492.86
XCEL ENERGY	356716454	02/14/2013	51-6435129-1	101.43.5400.445.40020	141.42
ZEE MEDICAL SERVICE	54181933	02/14/2013	1/23/13	101.44.6000.451.60045	80.14
Fund: 101 - GENERAL FUND					299,761.12
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	204.44.6100.452.30550	59.22
IGH SENIOR CLUB	2/4/13	02/14/2013	JANUARY 2013 MEMBERSHIPS	204.227.2271000	512.00
IGH/SSP COMMUNITY EDUCATION	2/4/13	02/14/2013	SENIOR TRIP/NEWSLETTER	204.227.2271000	1,786.00
MAYER ARTS INC	1/24/13	02/14/2013	DANCE CLASS	204.44.6100.452.30700	1,084.00
MRPA	2/19/13	02/14/2013	2013 SAFETY CAMP ROUND TABLE	204.44.6100.452.50080	10.00
PARTY CITY	451955	02/20/2013	10203315	204.44.6100.452.60009	188.71
TAHO SPORTSWEAR	13TF0085	02/14/2013	1/23/13	204.44.6100.452.60045	606.39
YOUTH LACROSSE OF MINNESOTA	2013 ANNUAL MEMBERSHIP	02/14/2013	2013 ANNUAL MEMBERSHIP	204.44.6100.452.50070	150.00
Fund: 204 - RECREATION FUND					4,396.32
BALTGALVIS, ROBERT	2/13/13	02/20/2013	REIMBURSE-CLOTHING ALLOWANCE BOOTS	205.44.6200.453.60045	60.74
BALTGALVIS, ROBERT	2/13/13	02/20/2013	REIMBURSE-CLOTHING ALLOWANCE BOOTS	205.44.6200.453.60045	60.75
COMMON SENSE BUILDING SERVICES, INC.	30699	02/22/2013	FEBRUARY 2013	205.44.6200.453.40040	7,233.14
CRARY, AMY	1/12/13	02/14/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	24.88
GARTNER REFRIGERATION & MFG, INC	41334	02/14/2013	X3408	205.44.6200.453.40040	420.00
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	205.44.6200.453.30550	37.74
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	205.44.6200.453.30550	3.50
GOODIN COMPANY	02970683-00	02/14/2013	1001619	205.44.6200.453.60016	175.65
GOODIN COMPANY	01200347-00	02/14/2013	1001619	205.44.6200.453.60016	178.19
GRAINGER	9054357992	02/14/2013	806460150	205.44.6200.453.60016	70.06
GRAINGER	9054357992	02/14/2013	806460150	205.44.6200.453.60016	70.05
GRAINGER	9061219789	02/14/2013	806460150	205.44.6200.453.60016	75.02
GRAINGER	9063582176	02/22/2013	806460150	205.44.6200.453.60016	60.21
GRAINGER	9065433469	02/22/2013	806460150	205.44.6200.453.60016	122.09
GRAINGER	9065433469	02/22/2013	806460150	205.44.6200.453.60016	122.10
GRAINGER	9061015278	02/14/2013	806460150	205.44.6200.453.60016	(1.85)
HAWKINS, INC.	3434777	02/22/2013	108815	205.44.6200.453.60024	949.89
HAWKINS, INC.	3434778	02/22/2013	108815	205.44.6200.453.60024	1,127.19
HILLYARD INC	600551753	02/14/2013	274069	205.44.6200.453.60011	603.80
HILLYARD INC	600551753	02/14/2013	274069	205.44.6200.453.60011	603.79
HOME DEPOT CREDIT SERVICES	2/5/13 6035 3220 1712 8343	02/22/2013	6035 3220 1712 8343	205.44.6200.453.60016	28.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOME DEPOT CREDIT SERVICES	2/5/13 6035 3220 1712 8343	02/22/2013	6035 3220 1712 8343	205.44.6200.453.60040	45.23
HOME DEPOT CREDIT SERVICES	2/5/13 6035 3220 1712 8343	02/22/2013	6035 3220 1712 8343	205.44.6200.453.60040	45.24
LUNA, CASSIE	2/11/13	02/20/2013	REFUND-WATER PARK MAINTENANCE	205.207.2070300	2.33
LUNA, CASSIE	2/11/13	02/20/2013	REFUND-WATER PARK MAINTENANCE	205.44.0000.3492900	32.67
MAGNUM POOL AND SPA SERVICE	15550	02/14/2013	1/25/13	205.44.6200.453.40040	110.00
MN PREMIER PUBLICATIONS	1/30/13 AD MN PARENT	02/14/2013	MN PARENT AD	205.44.6200.453.50025	424.00
MONEY MAILER OF THE TWIN CITIES	7571	02/14/2013	1/18/13	205.44.6200.453.50025	420.00
MSHSL REGION 3AA	2/14/13	02/20/2013	SECTION PROCEEDS 3AA	205.44.0000.3492200	4,283.50
NAC MECHANICAL & ELECTRICAL SERVICE	88763	02/14/2013	8712-1	205.44.6200.453.40040	382.50
NOVOPRINT USA, INC.	550803	02/14/2013	CONTRACT#21728	205.44.6200.453.50025	1,095.00
OFFICEMAX INC	043569	02/14/2013	687054	205.44.6200.453.60065	106.85
PIONEER PRESS	0113414398	02/14/2013	414398 1/1/13-1/31/13	205.44.6200.453.50025	250.00
R & R SPECIALTIES OF WI, INC.	0051651-IN	02/14/2013	IGHVET	205.44.6200.453.40042	73.00
R & R SPECIALTIES OF WI, INC.	0051773-IN	02/14/2013	IGHVET	205.44.6200.453.40042	54.00
RICE SOUND & SERVICE INC	04-2272	02/14/2013	1/21/13	205.44.6200.453.40042	130.00
RICE SOUND & SERVICE INC	04-2275	02/14/2013	1/29/13	205.44.6200.453.40042	417.57
ROACH, RICK	JANUARY 2013	02/14/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	30.80
ROACH, RICK	JANUARY 2013	02/14/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	2.55
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	205.44.6200.453.60040	20.71
SAM'S CLUB	1/23/13A 7715 0900 6160 6950	12/31/2012	7715 0900 6160 6950	205.44.6200.453.60065	13.56
SAM'S CLUB	1/23/13A 7715 0900 6160 6950	12/31/2012	7715 0900 6160 6950	205.44.6200.453.60065	22.02
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.50080	380.00
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	64.82
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	31.56
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	16.03
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	159.96
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	167.51
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	8.29
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	25.62
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	41.21
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	101.97
SAM'S CLUB	1/23/13B 7715 0900 6160 6950	02/14/2013	7715 0900 6160 6950	205.44.6200.453.60065	14.44
SECTIONAL BASKETBALL PROGRAM	2013 SOUVENIR PROGRAM AD	02/20/2013	SECTIONALS MARCH 2013 AD	205.44.6200.453.50025	150.00
SPRUNG SERVICES	62274	02/14/2013	2/5/13	205.44.6200.453.40040	630.50
VANCO SERVICES LLC	00005377857	02/14/2013	JANUARY 2013	205.44.6200.453.70600	126.05
XCEL ENERGY	356550394	02/14/2013	51-6867948-7	205.44.6200.453.40010	4,386.09
XCEL ENERGY	356550394	02/14/2013	51-6867948-7	205.44.6200.453.40010	12,041.06
XCEL ENERGY	356550394	02/14/2013	51-6867948-7	205.44.6200.453.40020	12,753.96
XCEL ENERGY	356550394	02/14/2013	51-6867948-7	205.44.6200.453.40020	13,733.16
Fund: 205 - COMMUNITY CENTER					64,843.46
DAKOTA CTY COMM DEV AGENCY	JPA OPEN TO BUSINESS	02/14/2013	JPA OPEN TO BUSINESS PROGRAM	290.45.3000.419.30700	6,250.00
EVERGREEN LAND SERVICES	00-10591	02/14/2013	RELOCATION CONSULTANT	290.45.3000.419.30700	300.00
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	290.45.3000.419.30550	4.20
INTEGRA REALTY RESOURCES	124-2012-0406	12/31/2012	196482	290.45.3000.419.30700	3,750.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	290.45.3000.419.30420	1,912.00
PROGRESS PLUS	100	02/20/2013	MEMBERSHIP INVESTMENT 1ST HALF	290.45.3000.419.50070	12,500.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3103	02/14/2013	MEMBERSHIP DUES	290.45.3000.419.50070	174.00
Fund: 290 - EDA					24,890.20
LOW VOLTAGE CONTRACTORS	SIL-41204	02/20/2013	7015 CLAYTON AVE INSTALL	400.00.7500.423.40040	14,000.00
Fund: 400 - CAPITAL FACILITIES FUND					14,000.00
METROPOLITAN COUNCIL ENVIRON SRVCS	JANUARY 2013	02/14/2013	JANUARY 2013	404.217.2170000	9,740.00
Fund: 404 - SEWER CONNECTION FUND					9,740.00
DAKOTA CTY PROP TAXATION & RECORDS	2821	12/31/2012	TAX INCREMENT FINANCE CHARGE FOR 201405.57.9000.570.30700		531.00
Fund: 405 - NORTH SIDE WTR STOR. FAC.					531.00
EVERGREEN LAND SERVICES	00-10229	12/31/2012	RELOCATION SOUTHVIEW SANITATION	425.72.5900.725.30700	442.85
Fund: 425 - 2005 IMPROVEMENT FUND					442.85
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	429.72.5900.729.30420	472.50
Fund: 429 - 2009 IMPROVEMENT FUND					472.50
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	431.73.5900.731.30420	445.50
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	431.73.5900.731.30420	337.50
Fund: 431 - 2011 IMPROVEMENT FUND					783.00
HOISINGTON KOEGLER GROUP INC.	012-038-6	02/22/2013	012-038	432.73.5900.732.30700	6,409.29
Fund: 432 - 2012 IMPROVEMENT FUND					6,409.29
AMERICAN ENGINEERING TESTING, INC.	INV001	02/14/2013	57377	440.74.5900.740.30340	2,219.70
Fund: 440 - PAVEMENT MANAGEMENT PROJ					2,219.70
LOWER MISSISSIPPI RIVER WMO	2013-02	02/14/2013	2013 DUES	441.74.5900.741.30300	27,067.23
SOUTH ST PAUL, CITY OF	2/8/13 UTILITY BILL	02/14/2013	2/8/13 UTILITY BILL	441.207.2070800	49.68
Fund: 441 - STORM WATER MANAGEMENT					27,116.91

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PIONEER ENGINEERING	94146	02/14/2013	PROJECT 112050	446.74.5900.746.30300	698.50
Fund: 446 - NW AREA					698.50
DAKOTA CTY PROP TAXATION & RECORDS	2821	12/31/2012	TAX INCREMENT FINANCE CHARGE FOR 2014	452.57.9000.570.30700	4,968.00
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					4,968.00
BLACKBERRY POINTE APARTMENTS	INV0017645	02/20/2013	2ND HALF 2012	453.57.9000.570.90100	97,114.80
DAKOTA CTY PROP TAXATION & RECORDS	2821	12/31/2012	TAX INCREMENT FINANCE CHARGE FOR 2014	453.57.9000.570.30700	8,487.00
EHLERS AND ASSOCIATES, INC.	345901	02/14/2013	BRENTWOOD HILLS TIF	453.70.5900.703.30150	1,050.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					106,651.80
ACE PAINT & HARDWARE	514680/5	02/14/2013	2/1/13	501.50.7100.512.60016	3.04
ACE PAINT & HARDWARE	514746/5	02/14/2013	2/8/13	501.50.7100.512.60016	17.61
CITY OF BLOOMINGTON	1/1/13-1/31/13	02/14/2013	1/1/13-1/31/13	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	501.50.7100.512.30550	62.29
GOPHER STATE ONE-CALL	61768	02/14/2013	MN00435	501.50.7100.512.30700	126.15
GRAINGER	9066065138	02/20/2013	806460150	501.50.7100.512.60016	37.44
GRAINGER	9066065146	02/20/2013	806460150	501.50.7100.512.60016	(41.09)
MN DNR - OMB	1980-6052 2012	02/14/2013	2012 MN DNR ANNUAL REPORT PERMIT 19	501.50.7100.512.30700	16,303.85
MN GLOVE & SAFETY, INC.	269668	02/20/2013	CTINVE	501.50.7100.512.60045	147.96
MN PIPE & EQUIPMENT	0295179	02/14/2013	2195	501.50.7100.512.60016	625.73
SHORT ELLIOTT HENDRICKSON, INC.	264293	12/31/2012	PROJECT 122227	501.50.7100.512.30300	220.21
SHORT ELLIOTT HENDRICKSON, INC.	265655	12/31/2012	122227	501.50.7100.512.30300	2,406.82
SOUTH ST PAUL, CITY OF	2/8/13 UTILITY BILL	02/14/2013	2/8/13 UTILITY BILL	501.50.7100.512.40005	250.73
TKDA	002013000045	02/14/2013	0014026.007	501.50.7100.512.30700	1,381.10
XCEL ENERGY	356709141	02/14/2013	51-6098709-7	501.50.7100.512.40010	1,793.42
XCEL ENERGY	356709141	02/14/2013	51-6098709-7	501.50.7100.512.40020	13,497.72
Fund: 501 - WATER UTILITY FUND					37,252.98
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	502.51.7200.514.30550	17.67
METROPOLITAN COUNCIL	0001008786	02/14/2013	5084	502.51.7200.514.40015	128,384.95
SOUTH ST PAUL, CITY OF	2/8/13 UTILITY BILL	02/14/2013	2/8/13 UTILITY BILL	502.51.7200.514.40015	450.20
XCEL ENERGY	356709141	02/14/2013	51-6098709-7	502.51.7200.514.40020	1,125.91
Fund: 502 - SEWER UTILITY FUND					129,978.73
CUTTER & BUCK	92304233	02/20/2013	1006103	503.52.8000.521.60045	1,201.37
CUTTER & BUCK	92304233	02/20/2013	1006103	503.52.8100.522.60045	326.80
CUTTER & BUCK	92304233	02/20/2013	1006103	503.52.8300.524.60045	137.60
G & K SERVICES	1182367767	02/20/2013	17194	503.52.8600.527.60045	108.46
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	503.52.8000.521.30550	7.00
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	503.52.8500.526.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	503.52.8600.527.30550	48.20
MRPA	3/22/13	02/20/2013	3/22/13 REGISTRATION-E. CARLSON & A. M	503.52.8500.526.50080	49.00
SOUTH BAY DESIGN	020113	02/20/2013	FEBRUARY MONTHLY SITE UPDATES	503.52.8500.526.50025	195.00
TDS METROCOM	2/13/13 651 457 3667	02/20/2013	651 457 3667	503.52.8500.526.50020	211.80
Fund: 503 - INVER WOOD GOLF COURSE					2,299.58
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	602.00.2100.415.30550	4.61
LEAGUE OF MN CITIES INS TRUST	C0012566	02/20/2013	C0012566 RASMUSSEN, ANNE	602.00.2100.415.70200	4,447.60
LEAGUE OF MN CITIES INS TRUST	C0018386	02/20/2013	C0018386 O'BRIEN COLLEEN	602.00.2100.415.70200	6,840.07
LEAGUE OF MN CITIES INSURANCE TRUST	C0018901	02/14/2013	AMBROSE, FRANK C0018901	602.00.2100.415.70200	450.00
Fund: 602 - RISK MANAGEMENT					11,742.28
ABM EQUIPMENT & SUPPLY	0134987-IN	02/14/2013	0126850	603.00.5300.444.80700	68,758.03
ACE PAINT & HARDWARE	514724/5	02/20/2013	2/6/13	603.00.5300.444.60012	3.53
ACE PAINT & HARDWARE	514750/5	02/20/2013	2/8/13	603.00.5300.444.60012	2.45
ARAMARK UNIFORM SERVICES	629-7679357	02/14/2013	792069636	603.00.5300.444.40065	112.56
ARAMARK UNIFORM SERVICES	629-7679357	02/14/2013	792069636	603.00.5300.444.60045	26.73
ARAMARK UNIFORM SERVICES	629-7684190	02/14/2013	792069636	603.00.5300.444.40065	75.91
ARAMARK UNIFORM SERVICES	629-7684190	02/14/2013	792069636	603.00.5300.444.60045	26.73
BOYER TRUCKS - PARTS DISTRIBUTION	704508	02/20/2013	C20390	603.00.5300.444.40041	468.18
CARQUEST OF MSP-ROSEMOUNT	1596-190472	02/14/2013	614420	603.00.5300.444.60012	22.56
CARQUEST OF MSP-ROSEMOUNT	1596-190472	02/14/2013	614420	603.140.1450050	166.73
CARQUEST OF MSP-ROSEMOUNT	1596-190473	02/14/2013	614420	603.00.5300.444.40041	179.21
CARQUEST OF MSP-ROSEMOUNT	1596-190674	02/20/2013	614420	603.00.5300.444.40041	55.65
CARQUEST OF MSP-ROSEMOUNT	1596-190674	02/20/2013	614420	603.00.5300.444.60012	8.34
CARQUEST OF MSP-ROSEMOUNT	1596-190806	02/20/2013	614420	603.00.5300.444.60040	13.38
CARQUEST OF MSP-ROSEMOUNT	1596-190910	02/20/2013	614420	603.00.5300.444.40041	(21.16)
CARQUEST OF MSP-ROSEMOUNT	1596-191048	02/20/2013	614420	603.00.5300.444.40041	68.06
CAT-PERSONAL SAFETY TRAINING	11369	02/20/2013	1/15/13	603.00.5300.444.60065	169.19
COMMON SENSE BUILDING SERVICES, INC.	30699	02/22/2013	FEBRUARY 2013	603.00.5300.444.40040	292.58
DAKOTA CTY TREASURER-AUDITOR (APV)	7565	02/14/2013	LICENSE FEE EPA ID NO MND007183841 GE	603.00.5300.444.40025	133.50
DIAMOND MOWERS INC	0074095-IN	02/14/2013	0017353	603.00.5300.444.40041	263.46
EMERGENCY APPARATUS MAINTENANCE	65447	02/14/2013	65447	603.00.5300.444.40041	125.14
FACTORY MOTOR PARTS COMPANY	1-4097812	02/14/2013	10799	603.00.5300.444.40041	399.74
FORCE AMERICA, INC.	01399264	02/14/2013	366100	603.00.5300.444.40041	40.98
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	603.00.5300.444.30550	43.54
HILLYARD INC	600558643	02/14/2013	285036	603.00.5300.444.60011	421.65
HOSE / CONVEYORS INC	00005264	02/20/2013	CIT300-1	603.00.5300.444.40041	92.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERSTATE POWERSYSTEMS	R001073197:01	02/14/2013	31421	603.00.5300.444.40041	185.57
INVER GROVE FORD	5106062	02/14/2013	2/4/13	603.00.5300.444.40041	34.76
INVER GROVE FORD	5106318	02/14/2013	2/6/13	603.00.5300.444.40041	98.86
INVER GROVE FORD	5106543	02/20/2013	2/8/13	603.00.5300.444.40041	21.03
INVER GROVE FORD	5106545	02/20/2013	2/8/13	603.00.5300.444.40041	74.54
INVER GROVE FORD	5106546	02/20/2013	2/8/13	603.00.5300.444.40041	(21.03)
KIMBALL MIDWEST	2819577	02/20/2013	222006	603.00.5300.444.60012	302.00
LIGHTINGHOUSEUSA, INC.	20088	12/31/2012	12/31/12	603.00.5300.444.40040	2,399.95
LITTLE FALLS MACHINE INC	00050182	02/14/2013	00012656	603.00.5300.444.40041	982.07
METRO JANITORIAL SUPPLY INC	11012048	02/20/2013	2/8/13	603.00.5300.444.60012	107.29
NAPA OF INVER GROVE HEIGHTS	328537	02/22/2013	2/11/13	603.00.5300.444.40041	37.47
R & R CARPET SERVICE	4732	02/14/2013	1/10/13	603.00.5300.444.40065	41.15
R & R CARPET SERVICE	4892	02/14/2013	1/24/13	603.00.5300.444.40065	41.15
R & R SPECIALTIES OF WI, INC.	0051467-IN	02/14/2013	0159235	603.00.5300.444.40041	255.06
SCHARBER & SONS	15372	02/20/2013	SKID LOADER 011516	603.00.5300.444.80400	43,705.18
SCHARBER & SONS	P08224	02/20/2013	INVER001	603.00.5300.444.40041	21.50
TITAN MACHINERY	198917 PC	02/20/2013	6239910	603.00.5300.444.40041	19.16
YOCUM OIL COMPANY, INC.	539345	02/14/2013	502860	603.140.1450060	13,421.76
YOCUM OIL COMPANY, INC.	539346	02/14/2013	502860	603.140.1450060	6,387.40
YOCUM OIL COMPANY, INC.	539347	02/14/2013	502860	603.140.1450060	3,259.30
ZARNOTH BRUSH WORKS	0142270-IN	02/20/2013	INV1669	603.140.1450050	363.38
Fund: 603 - CENTRAL EQUIPMENT					143,686.55
COORDINATED BUSINESS SYSTEMS, LTD	221447543	02/14/2013	923425	604.00.2200.416.40050	350.52
CUB FOODS	2/6/13	02/14/2013	CHARGE ACCOUNT PURCHASE 2/6/13	604.00.2200.416.60010	46.00
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60005	110.74
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60005	202.80
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60010	141.30
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60010	10.99
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60010	221.49
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60010	468.72
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60010	515.73
S & T OFFICE PRODUCTS	1/31/13	02/14/2013	S28777	604.00.2200.416.60010	110.35
SAM'S CLUB	1/23/13 7715 0904 0133 4891	02/14/2013	7715 0904 0133 4891	604.00.2200.416.60010	91.25
US BANCORP EQUIPMENT FINANCE, INC.	221446875	02/14/2013	923425	604.00.2200.416.40050	7,932.59
Fund: 604 - CENTRAL STORES					10,202.48
COMMON SENSE BUILDING SERVICES, INC.	30699	02/22/2013	FEBRUARY 2013	605.00.7500.460.40040	3,717.55
CULLIGAN	1/31/13 157-98503022-8	02/20/2013	157-98503022-8	605.00.7500.460.60011	98.02
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	605.00.7500.460.30550	3.50
HILLYARD INC	600558639	02/14/2013	0317493-5	605.00.7500.460.60016	64.99
HILLYARD INC	600579286	02/20/2013	274069	605.00.7500.460.60011	1,453.17
HORWITZ NS/I	W27436	02/14/2013	CTYOFIGH	605.00.7500.460.40040	279.50
HORWITZ NS/I	W27627	02/20/2013	CTYOFIGH	605.00.7500.460.40040	1,445.03
HORWITZ NS/I	W27657	02/20/2013	CTYOFIGH	605.00.7500.460.40040	745.25
HUEBSCH SERVICES	3017493	02/14/2013	100075	605.00.7500.460.60016	83.12
HUEBSCH SERVICES	3025166	02/20/2013	100075	605.00.7500.460.40065	102.03
LONE OAK COMPANIES	58038	02/14/2013	1/31/13	605.00.7500.460.50035	350.43
LOW VOLTAGE CONTRACTORS	SOI.030742	02/14/2013	85892	605.00.7500.460.40040	295.00
MINNESOTA ELEVATOR, INC	268002	02/20/2013	5395	605.00.7500.460.40040	226.00
US POSTMASTER	2/9/13 POSTAGE DUE CHECK RE	02/14/2013	POSTAGE DUE CHECK REQUEST PERMIT 95C	605.00.7500.460.50035	100.00
Fund: 605 - CITY FACILITIES					8,963.59
ADVANCED TECHNOLOGY SYSTEMS, INC.	68132	02/20/2013	2/5/20	606.00.1400.413.60010	423.43
AT & T MOBILITY	287237771092X02122013	02/20/2013	287237771092	606.00.1400.413.50020	26.31
CUSTOM HEADSETS, INC	49246	02/14/2013	C3143	606.00.1400.413.60065	191.31
GENESIS EMPLOYEE BENEFITS, INC	0156	02/20/2013	MONTHLY FEE	606.00.1400.413.30550	41.80
INTEGRA TELECOM	120335209	02/14/2013	002129	606.00.1400.413.40044	583.20
INTEGRA TELECOM	120335242	02/14/2013	002129	606.00.1400.413.50070	483.69
LEICA GEOSYSTEMS INC	93420984	02/14/2013	209374	606.00.1400.413.80610	14,543.49
NEGOV	07-9082	02/20/2013	YEAR LICENSE	606.00.1400.413.80620	6,067.00
OFFICE OF ENTERPRISE TECHNOLOGY	DV13010451	02/22/2013	200B00171	606.00.1400.413.30750	311.81
US INTERNET	1008827	02/14/2013	2/10/13-3/9/13	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	19565	02/14/2013	INVER	606.00.1400.413.30700	2,240.00
Fund: 606 - TECHNOLOGY FUND					25,132.04
ARAMARK REFRESHMENT SERVICES	1054575	02/14/2013	39398	702.229.2286500	173.31
CULLIGAN	1/31/13 157-98473242-8	02/20/2013	157-98473242-8	702.229.2286300	59.97
HENNEPIN COUNTY DISTRICT COURT	09429560	02/20/2013	ANGEL HERNANDEZ OCAMPO	702.229.2291000	50.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	702.229.2283800	57.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	702.229.2284901	55.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	702.229.2290301	55.00
LEVANDER, GILLEN & MILLER P.A.	1/31/13 81000E	02/14/2013	81000E	702.229.2293201	605.00
RAMSEY COUNTY SHERIFF'S DEPT	62VB12183	02/20/2013	ANTHONY DESHAWN MACKEY	702.229.2291000	500.00
Fund: 702 - ESCROW FUND					1,555.28
Grand Total					938,738.16

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Property Access Agreement with the Minnesota Pollution Control Agency

Meeting Date: February 25, 2013
Item Type: Consent
Contact: Scott D. Thureen, Public Works Director
Prepared by: Scott D. Thureen, 651-450-2571
Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution approving property access agreement with the Minnesota Pollution Control Agency.

SUMMARY

The City has been approached by a consultant, working for the Minnesota Pollution Control Agency (MPCA), requesting permission to install a shallow groundwater monitoring well on City property at Fire Station No. 1. The well would be part of the MPCA's ambient groundwater monitoring network. As noted in the attached fact sheet, this program focuses on determining the amount of non-agricultural chemical in the aquifers that are most susceptible to pollution from human activities.

The agreement provides the City's consent for installation and collection of water samples from the well. The agreement can be terminated by either party with 60 days written notice.

I recommend approval of the resolution that authorizes the City to enter into the agreement.

TJK/kf
Attachments: Resolution
Agreement
Fact Sheet

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

RESOLUTION NO. _____

**RESOLUTION APPROVING PROPERTY ACCESS AGREEMENT WITH THE MINNESOTA
POLLUTION CONTROL AGENCY**

WHEREAS, the Minnesota Pollution Control Agency (MPCA) is enhancing its ambient groundwater monitoring network in Minnesota; and

WHEREAS, this network will help provide information about the quality of Minnesota's groundwater and identify trends in water quality; and

WHEREAS, the MPCA desires to install a shallow groundwater well on City property at Fire Station No. 1 as part of said network; and

WHEREAS, the MPCA has prepared a property access agreement that grants the City's consent to install the monitoring well on the Fire Station No. 1 property and collect water samples from that well; and

WHEREAS, the agreement also states the responsibilities of both parties.

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

Approved by the City Council of Inver Grove Heights this 25th day of February 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

MPCA PROPERTY ACCESS AGREEMENT WITH

(Property Owner)

1. Purpose of Agreement. The Minnesota Pollution Control Agency (MPCA) is enhancing its ambient groundwater monitoring network in Minnesota. The attached fact sheet describes this groundwater monitoring network (“network”), which will help provide information about the quality of Minnesota’s groundwater and identify trends in water quality. The MPCA is assessing groundwater in this region. As part of the groundwater assessment, the MPCA is installing wells to obtain water samples for analysis.
2. Parties. This agreement is between the MPCA and _____ (the “Property Owner”), who owns property located at _____ (the “Property”) where the MPCA would like to install a monitoring well. The MPCA is authorized to enter any property, public and private, for the purpose of conducting surveys under Minn. Stat. § 115.04, subd. 3.
3. Consent to access. The “Property Owner” hereby consents to participation in the network and authorizes the MPCA, its employees and agents, to enter the Property for the purpose of:
 - 1) installing a permanent groundwater monitoring well at the location shown on attachment 1; and
 - 2) collecting groundwater samples from the monitoring well according to the schedule set forth below.
4. Notice. The MPCA will notify the Property Owner of the name of the environmental consulting firm that will be managing the monitoring well installation at least two weeks before the installation.
5. Location of well. The MPCA’s consultant will coordinate the monitoring well installation with the Property Owner to ensure that a mutually agreeable location on the Property is identified.
6. Permits, required actions. The MPCA will be responsible for obtaining all permits and providing notices to utilities related to the installation. The MPCA’s consultant will coordinate all contractors involved in installation, including locating all utilities prior to well installation and completing all Minnesota Department of Health permits required to install the well.
7. Well installation. The Property Owner understands and agrees that the well installation will require three separate site visits. All buried utilities will be located during the first site visit. This will take approximately 1-2 hours to complete and will be done prior to the well installation. The well will be drilled during second site visit, which will take approximately one working day to complete. The well will be prepared for water sample collection during the final site visit. These preparations involve pumping water from the well and monitoring its quality. These activities will take one-half day to complete and will be performed no sooner than 24 hours after well installation.
8. Sampling; notice of sampling. After installation, the MPCA will sample the monitoring well once a year. Sampling will involve pumping water from the well, collecting field measurements of the water, and collecting samples for later laboratory analysis. Sampling will take between 1 to 2 hours to complete. The MPCA or its consultant will notify the Property Owner at least 48 hours before entering the Property for the purpose of well installation or sampling.
9. Hours of work. All work under this access agreement will be conducted during regular business hours (8:00 AM to 5:00 PM) unless the MPCA or its consultant receives written permission by the owner or his/her agent to conduct work during different hours.

10. Disturbance of property. The well installation and sampling will be performed by the MPCA in a manner which minimizes interference with the Property Owner's use of the Property. If the MPCA's activities disturb any portion of the Property, the MPCA will restore the property to as close to its original condition as is reasonably possible under the circumstances.

11. Property Owner responsibilities. The Property Owner agrees to take reasonable precautions to insure that the equipment of the MPCA or its agents that is located on the Property, and any monitoring wells that are located on the Property, are not damaged and that the work being conducted by the MPCA, its employees and agents is not disrupted.

12. Sampling results. Upon request, the MPCA shall provide copies of the results of all sampling conducted on the Property to the Property Owner after test validations. The data collected from the monitoring well on the Property will be public information.

13. Liability. The MPCA will be liable for injury to or loss of property or personal injury or death caused by any act or omission of any employee of the State of Minnesota in the performance of the work described above, under circumstances where the State of Minnesota, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.

14. Termination. This monitoring well is part of a network designed to provide long-term information about Minnesota's groundwater quality. It is the MPCA's intention to maintain this monitoring well and to monitor it indefinitely. This agreement, however, can be terminated by either party (MPCA or Property Owner) with 60 days written notice to the other party. The Property Owner understands that, should either party decide to terminate this agreement, state law requires proper closure of the well. The MPCA will be responsible for all costs and activities associated with closure of the monitoring well. The Property Owner agrees and understands that, to close the well, it will be necessary to provide access to the MPCA for the purpose of well closure, and the Property Owner hereby agrees to provide that access, conditioned only on 48 hours written notice.

15. Sale of Property. If the Property Owner sells the Property, the Property Owner agrees that it shall notify the buyer of this access agreement and provide the MPCA with notice and an opportunity to reach agreement with the buyer under which continued access for sampling will be allowed.

MINNESOTA POLLUTION CONTROL AGENCY

PROPERTY OWNER

Glenn Skuta
Manager, Water Monitoring Section

Signature

Date: _____

Date: _____



**Minnesota
Pollution
Control
Agency**

For More Information

For additional information about the MPCA's ambient groundwater quality monitoring network, contact the MPCA's Ambient Groundwater Monitoring Coordinator in the Environmental Analysis and Outcomes Division at 651-296-6300 or 800-657-3864.

Enhancing Ambient Groundwater Quality Monitoring in Minnesota

For the Clean Water Land and Legacy Amendment

Water Quality/Ambient Monitoring #1.05 • December 2009

Ground water provides drinking water to about 75 percent of Minnesotans and contributes water to stream, rivers, lakes, and wetlands. The Minnesota Pollution Control Agency (MPCA) monitors the quality of our groundwater and protects it from contamination in cooperation with other state and local agencies.

What Is Ambient Monitoring?

Ambient monitoring is one important component of the MPCA's groundwater protection efforts. Data collected from ambient monitoring activities provide information about the general quality of Minnesota's groundwater and helps identify whether the quality is getting better, worse, or not changing. Ambient monitoring involves the sampling of groundwater across large geographic settings and provides a large-scale or "big picture" view of groundwater quality conditions across the state. Ambient monitoring is not conducted where there is known contamination.

How Is This Information Used?

Data collected from MPCA ground water investigations is valuable to drinking water protection efforts. This data informs the state's drinking water supply protection efforts, identifies threats to groundwater quality, and guides the development of best management practices to avoid future groundwater impacts. These data are available on-line through the MPCA's Environmental Data Access system.

MPCA's Ambient Groundwater Monitoring Network

The MPCA's ambient monitoring network focuses on determining the amount of non-agricultural chemicals in the aquifers that are most susceptible to pollution from human activities. The network focuses on the surficial

sand and gravel and Prairie du Chien-Jordan aquifers. Both of these are heavily used for drinking water. Assessments of agricultural chemicals are performed by the Minnesota Department of Agriculture.

A network of shallow wells tapping the water table is monitored by the MPCA as an early warning network in the surficial sand and gravel aquifers. Groundwater near the water table typically is not used as a source of potable water supplies and likely does not reflect the quality of water people are consuming, but any changes in groundwater quality will be detected first in these wells. The early warning network detects whether human activities may be affecting groundwater quality.

The MPCA is enhancing its early warning network to improve the assessment of groundwater quality conditions and trends across the state. The agency will be installing additional monitoring wells and focuses on typical urban land use settings. The newly-constructed wells will be sampled annually for non-agricultural chemicals.

Clean Water Land and Legacy Amendment

Enhancements to the MPCA's ambient groundwater quality monitoring network are funded through the Clean Water, Wildlife, Cultural Heritage and Natural Areas Amendment. On November 4, 2008, Minnesota voters approved this amendment which increased the sales and use tax rate by three-eighths of one percent on taxable sales through 2034. Part of these funds are used to protect, enhance, and restore the groundwater, with at least five percent of the funds targeted to protect drinking water source.

PROPOSED WELL #126

COUNTY: Dakota

LOCATION: Inver Grove Heights Fire Station #1
7015 Clayton Ave E
Inver Grove Heights, MN

LONGITUDE: -93.035218

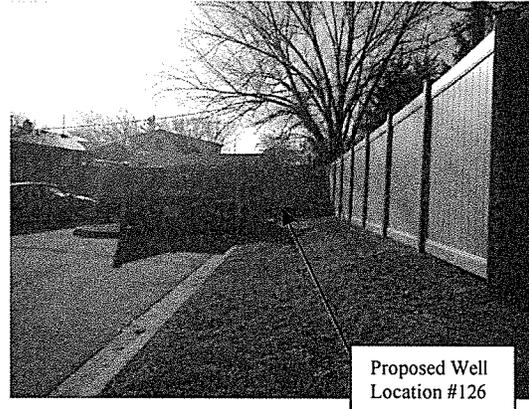
LATITUDE: 44.847465

DESIRED LAND USE:
Sewered Residential



Current Land Use:

The proposed well location is located on the Inver Grove Heights Fire Station number 1 property. The proposed well would be located in the southwest corner off of the parking area and in the grass area behind the trash enclosure. The fire truck entrance/exit is on the north side of the property and would not be impacted. The current land use within 500 meters of the well location is approximately 100% sewered residential.



Proposed well location in the SW corner of the property in the grass area behind the trash enclosure.

Hydrogeology:

- **Estimated Surface Elevation:** 825 ft
- **Soil Type:** Sand
- **Glacial Setting:** Terrace Deposits
- **Sediment Type:** Moderately Calcareous
- **Estimated Groundwater Elevation/Depth:** 810 ft / 15 ft bgs
- **Groundwater Flow:** East-Northeast
- **Bedrock Formation:** Prairie Du Chien Group
- **Bedrock Elevation:** 750 ft / 75 ft bgs

Property Owner:

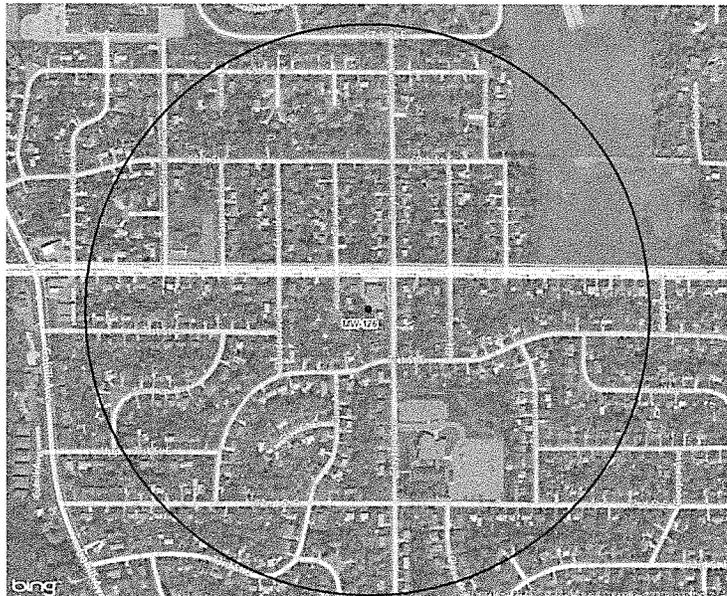
City of Inver Grove Heights

Property Accessibility:

The proposed well location is easily accessible from Clayton Avenue and the parking area of the fire station.

Comments:

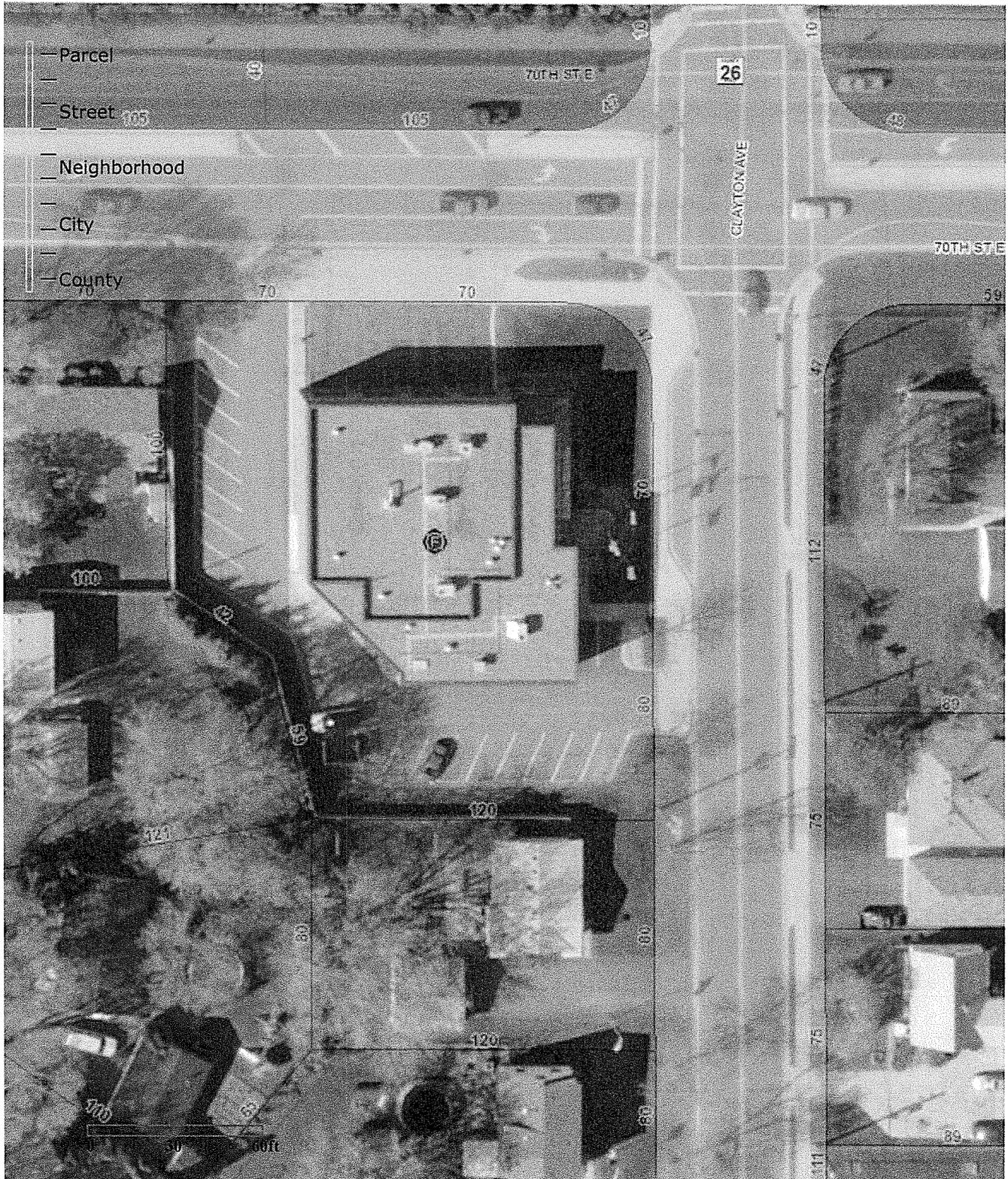
- Access agreement pending



[County Home](#)



Property Information Search



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into an Agreement with Dakota County for Engineering, Highway Construction, Signal Revisions for County Project No. 56-10, Traffic Signal Agreement No. 13-01, City Project No. 2013-07

Meeting Date: February 25, 2013
Item Type: Consent
Contact: Scott D. Thureen, 651-450-2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SSA*

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

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing the City of Inver Grove Heights to enter into an agreement with Dakota County for engineering, highway construction, signal revisions for County Project No. 56-10, Traffic Signal Agreement No. 13-01, City Project No. 2013-07.

SUMMARY

The County will be revising the traffic signal at the intersection of Concord Boulevard (County State-Aid Highway 56) and Cahill Avenue. Flashing yellow left-turn signal arrows will be added for the left turn movements from Concord Boulevard to Cahill Avenue.

The estimated total project cost is \$30,000. The City's estimated cost share, per the County's cost-sharing policy, is \$13,500. Municipal State Aid funds will be used to fund the City's share of the cost.

I recommend approval of the resolution authorizing the City to enter into Agreement No. 13-01 with Dakota County.

TJK/kf

- Attachments: Resolution
Agreement No. 13-01
Plan Cover Sheet

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN AGREEMENT WITH DAKOTA COUNTY FOR ENGINEERING, HIGHWAY CONSTRUCTION AND SIGNAL REVISIONS FOR THE INTERSECTION OF CONCORD BOULEVARD (COUNTY STATE AID HIGHWAY 56) AND CAHILL AVENUE IN THE CITY OF INVER GROVE HEIGHTS

WHEREAS, it is considered mutually desirable to revise the existing traffic control signal at the intersection of Concord Boulevard (County State Aid Highway 56) and Cahill Avenue to add flashing yellow left turn signal arrows for the left turn movements from Concord Boulevard to Cahill Avenue; and

WHEREAS, Dakota County has prepared construction plans for said project and will lead the project; and

WHEREAS, Agreement No. 13-01 has been prepared which addresses the cost split and the project responsibilities for the two governmental agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights enter into an agreement with Dakota County for engineering, highway construction, and signal revisions at the intersection of Concord Boulevard (County State Aid Highway 56) and Cahill Avenue, City Project No. 2013-07, Dakota County Project No. 56-10.

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

Approved by the City Council of Inver Grove Heights this 25th day of February 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

JOINT POWERS AGREEMENT

**DAKOTA COUNTY
TRANSPORTATION DEPARTMENT**

AGREEMENT FOR
ENGINEERING, HIGHWAY CONSTRUCTION,
SIGNAL REVISIONS

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

FOR

COUNTY PROJECT NO. 56-10

TRAFFIC SIGNAL AGREEMENT NO. 13-01

CITY PROJECT NUMBER 2013-07

SAP: 019-656-009

FOR THE

Revisions to the traffic control signal at the intersection of County State Aid Highway (CSAH) 56 (Concord Boulevard) and Cahill Avenue, in accordance with the plans and specifications for the above referenced project in Inver Grove Heights, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as the "County" and the City of Inver Grove Heights, referred to in this Agreement as the "City", and witnesses the following:

WHEREAS, under Minnesota Statutes Sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to revise the existing traffic control signal at the intersection of County State Aid Highway (CSAH) 56 (Concord Boulevard) and Cahill Avenue, in accordance with the plans and specifications for the above referenced project in Inver Grove Heights, Dakota County, the "project"; and

WHEREAS, the County and the City will jointly participate in the costs of said engineering and signal revisions; and

WHEREAS, this Agreement will not change any of the terms or conditions of existing Minnesota Department of Transportation Agreements Nos. 85457R and 85458R which will remain in full force and effect after completion of the signal construction, except as defined for signal energy, street lights, and mast arm signing provided for in this Agreement; and

WHEREAS, the County and City will share project responsibilities; and jointly participate in project costs associated with engineering, signal revisions, and related activities as set forth in this agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Plans and Specifications. The County shall prepare the necessary plan sheets, specifications, and proposals, consistent with State Aid design standards and the Dakota County Transportation Plan. City approval of the plans and specifications is necessary prior to advertising for bids. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.
2. Engineering and Inspection Costs. The County shall perform the engineering, contract administration, and inspection required to complete the items of work specified in this

Agreement. The work described in this paragraph shall constitute "Engineering and Inspection" and shall be referred to as such in this Agreement. Engineering and Inspection costs of the signal system revisions and all related incidental items shall be shared in the amount of 55% by the County and 45% by the City.

3. Construction Costs. The contract cost of the work and, if portions of the work are not contracted, the cost of all labor, materials, and equipment rental required to complete the work shall constitute the actual "Construction Cost" and shall be referred to as such in this agreement. The Construction Cost of the signal system revisions and all related incidental items shall be shared in the amount of 55% by the County and 45% by the City.

4. Signal Revisions. The County, by contract, shall revise the traffic control signal system at CSAH 56 (Concord Boulevard) and Cahill Avenue.

5. County Furnished Materials. Upon completion of the work and computation of the cost of County furnished materials, the County shall invoice the City for the City's share of the cost of materials furnished by the County.

6. Signal Energy. Upon completion of said traffic control signal construction, the County and the City shall be responsible for providing the necessary electrical power for the operation of the traffic control signals (except street lights). The County will receive the bill for the electrical power of the traffic control signals and invoice the City for its portion as follows:

County's Share = 50%

City's Share = 50%

7. Signal Maintenance. Maintenance responsibilities of the traffic signal (except street lights) shall be as defined in existing Minnesota Department of Transportation Agreement Nos. 85457R and 85458R. If the County needs to disturb the City's public right-of-way for the purpose of future maintenance or repair of the signal system, the County shall restore the disturbed area, including the road surface, to its original condition at the time of the disturbance.

8. Street Lights. Upon completion of the traffic control signals construction, electrical power necessary for the operation of the streetlights and maintenance of the street lights will be provided in accordance with the County's most current Transportation Plan. Currently, all street light maintenance is the responsibility of the City.

9. Mast Arm Signs. Upon completion of the traffic control signal construction, the County shall maintain and keep in repair the mast arm mounted street name signs at the cost and expense of the County.

10. Payment. The County will administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as the project work progresses and when certified for payment by the County Engineer. The County, in turn, will bill the City for its share of the project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency will reimburse the invoicing agency for its share of the costs incurred under this agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

11. Operation. The geometric configuration of the intersection for both the main roadway and side streets including lane alignments and traffic assignments for all approaches, traffic signing, signal phasing and traffic operations will be determined by the County Engineer through the County Traffic Engineer. The City agrees to make no changes to the intersection operation through pavement marking, signing, or other construction measures beyond routine maintenance except with the written approval of the County. The City acknowledges that the County has the right to correct any changes made by the City to the signal and/or any intersection approach (including city street approaches) that are made without the prior review and approval of the County. Costs for correcting the unapproved changes will be paid for by the City.

12. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the project cost participation must be approved by both the City and County prior to execution of work.

13. Amendments. Any amendment to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

14. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2014.

15. Subsequent Excavation. After completion of the project regarding installation, and after expiration of the warranty period regarding repair, if excavation within the highway right of way is necessary to repair or install water, sewer, or other city utilities, the City shall restore the excavated area and road surface to its original condition at the time of the disturbance. The City will obtain a permit from the County for all work within County right of way and will be subject to all permit conditions.

16. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures, and State statutes as applicable to carrying out the work contemplated in this Agreement unless amended by the contract specifications.

17. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents, including future operation and maintenance of facilities owned by the County and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

18. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

19. Audit. Pursuant to Minn. Stat. Sec. 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County, the City, and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

20. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the County and the City regarding the project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the signal revisions provided for in this Agreement.

21. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7100, or his successor. The City's authorized representative for the purpose of the administration of this Agreement is Scott D. Thureen, Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, phone (651) 450-2571, or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

In all other respects, except as defined in sections 6, 7, and 8, of this agreement, the terms and conditions set forth in Minnesota Department of Transportation Agreement Nos. 85457R and 85458R are effective and binding between and among the parties.

[SIGNATURE PAGE TO FOLLOW]

N:\Highway\AGREMENT\2013\TSA 13-01 (CP 56-10) IGH C0024709.doc

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____
Mayor

(SEAL)

By _____
City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

County Engineer

By _____
Physical Development Director

Date _____

APPROVED AS TO FORM:

Assistant County Attorney Date

COUNTY BOARD RESOLUTION

No. 13- _____ Date _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Authorizing the City of Inver Grove Heights to Enter into an Agreement with Dakota County and the City of West St. Paul for Engineering, Highway Construction, Signal Revisions for County Project No. 14-27, Traffic Signal Agreement No. 13-02, City Project No. 2013-08

Meeting Date: February 25, 2013
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SA*

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

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing the City of Inver Grove Heights to enter into an agreement with Dakota County and the City of West St. Paul for engineering, highway construction, signal revisions for County Project No. 14-27, Traffic Signal Agreement No. 13-02, City Project No. 2013-08.

SUMMARY

The County will be revising the traffic signal at the intersection of Mendota Road/Southview Boulevard (County State Aid Highway 14) and Babcock Trail/Oakdale Avenue (County State Aid Highway 73). Flashing yellow left-turn signal arrows will be added for the left turn movements on all four legs of the intersection.

The estimated total project cost is \$50,000. The City's estimated cost share, per the County's cost-sharing policy, is \$11,250. Municipal State Aid funds will be used to fund the City's share of the cost.

I recommend approval of the resolution authorizing the City to enter into Agreement No. 13-02 with Dakota County and the City of West St. Paul.

TJK/kf
 Attachments: Resolution
 Agreement No. 13-02
 Plan Cover Sheet

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AN AGREEMENT WITH DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL FOR ENGINEERING, HIGHWAY CONSTRUCTION AND SIGNAL REVISIONS AT MENDOTA ROAD/SOUTHVIEW BOULEVARD (COUNTY STATE AID HIGHWAY 14) AND BABCOCK TRAIL/OAKDALE AVENUE (COUNTY STATE AID HIGHWAY 73) IN THE CITY OF INVER GROVE HEIGHTS

WHEREAS, it is considered mutually desirable to revise the existing traffic control signal at the intersection of Mendota Road/Southview Boulevard (County State Aid Highway 14) and Babcock Trail/Oakdale Avenue (County State Aid Highway 73) to add flashing yellow left turn signal arrows for the left turn movements on all four legs of the intersection; and

WHEREAS, Dakota County has prepared construction plans for said project and will lead the project; and

WHEREAS, Agreement No. 13-02 has been prepared which addresses the cost split and the project responsibilities for the three governmental agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights enter into an agreement with Dakota County and the City of West St. Paul for engineering, highway construction, and signal revisions at the intersection of Mendota Road/Southview Boulevard (County State Aid Highway 14) and Babcock Trail/Oakdale Avenue (County State Aid Highway 73), City Project No. 2013-08, Dakota County Project No. 14-27.

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

Approved by the City Council of Inver Grove Heights this 25th day of February 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

JOINT POWERS AGREEMENT

**DAKOTA COUNTY
TRANSPORTATION DEPARTMENT**

**AGREEMENT FOR
ENGINEERING, HIGHWAY CONSTRUCTION,
SIGNAL REVISIONS**

BETWEEN

THE COUNTY OF DAKOTA

THE CITY OF INVER GROVE HEIGHTS

AND

THE CITY OF WEST ST. PAUL

FOR

COUNTY PROJECT NO. 14-27

SAP: 019-614-011

INVER GROVE HEIGHTS PROJECT NO. 2013-08

FOR THE

Revisions to the traffic control signal at the intersection of County State Aid Highway (CSAH) 14 (Mendota Road/Southview Boulevard) and CSAH 73 (Babcock Trail/Oakdale Avenue), in accordance with the plans and specifications for the above referenced project in the Cities of Inver Grove Heights, and West St. Paul, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this agreement as the "County", the City of Inver Grove Heights, referred to in this Agreement as "Inver Grove Heights", and the City of West St. Paul referred to in this Agreement as "West St. Paul" (collectively the "Cities"), and witnesses the following:

WHEREAS, under Minnesota Statutes Sections 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to revise the existing traffic control signal at the intersection of County State Aid Highway (CSAH) 14 (Mendota Road/Southview Boulevard) and CSAH 73 (Babcock Trail/Oakdale Avenue), in accordance with the plans and specifications for the above referenced project in the Cities of Inver Grove Heights, and West St. Paul, Dakota County, the "project"; and

WHEREAS, the County and the Cities will jointly participate in the costs of said engineering and signal revisions; and

WHEREAS, this Agreement will not change any of the terms or conditions of existing Traffic Signal Agreement No. 00-06 which will remain in full force and effect after completion of the signal construction provided for in this Agreement; and

WHEREAS, the County and Cities will share project responsibilities; and jointly participate in project costs associated with engineering, signal revisions, and related activities as set forth in this agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Plans and Specifications. The County shall prepare the necessary plan sheets, specifications, and proposals, consistent with State Aid design standards and the Dakota County Transportation Plan. Cities approval of the plans and specifications is necessary prior to

advertising for bids. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.

2. Engineering and Inspection Costs. The County shall perform the engineering, contract administration, and inspection required to complete the items of work specified in this Agreement. The work described in this paragraph shall constitute "Engineering and Inspection" and shall be referred to as such in this Agreement. Engineering and Inspection costs of the signal system revisions and all related incidental items shall be shared in the amount of 55% by the County, 22.5% by Inver Grove Heights and 22.5% by West St. Paul.
3. Construction Costs. The contract cost of the work and, if portions of the work are not contracted, the cost of all labor, materials, and equipment rental required to complete the work shall constitute the actual "Construction Cost" and shall be referred to as such in this agreement. The Construction Cost of the signal system revisions and all related incidental items shall be shared in the amount of 55% by the County, 22.5% by Inver Grove Heights and 22.5% by West St. Paul.
4. Signal Revisions. The County, by contract shall revise the traffic control signal system at CSAH 14 (Mendota Road/Southview Boulevard) and CSAH 73 (Babcock Trail/Oakdale Avenue).
5. County Furnished Materials. Upon completion of the work and computation of the cost of County furnished materials, the County shall invoice the Cities for their share of the cost of materials furnished by the County.
6. Signal Maintenance. Maintenance responsibilities of the traffic signal (except street lights) shall be as defined in existing Traffic Signal Agreement No. 00-06. If the County needs to disturb the City's public right-of-way for the purpose of future maintenance or repair of the signal system, the County shall restore the disturbed area, including the road surface, to its original condition at the time of the disturbance.
7. Payment. The County will administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as the project work progresses and when certified for payment by the County Engineer. The County, in turn, will bill

the Cities for their share of the project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency will reimburse the invoicing agency for their share of the costs incurred under this agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. Operation. The geometric configuration of the intersection for both the main roadway and side streets including lane alignments and traffic assignments for all approaches, traffic signing, signal phasing and traffic operations will be determined by the County Engineer through the County Traffic Engineer. The Cities agree to make no changes to the intersection operation through pavement marking, signing, or other construction measures beyond routine maintenance except with the written approval of the County. The Cities acknowledge that the County has the right to correct any changes made by the Cities to the signal and/or any intersection approach (including city street approaches) that are made without the prior review and approval of the County. Costs for correcting the unapproved changes will be paid for by the Cities.

9. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the project cost participation must be approved by both the County and Cities prior to execution of work.

10. Amendments. Any amendment to this Agreement will be effective only after approval by all governing bodies and execution of a written amendment document by duly authorized officials of each body.

11. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of all governing bodies and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2014.

12. Subsequent Excavation. After completion of the project regarding installation, and after expiration of the warranty period regarding repair, if excavation within the highway right of way is necessary to repair or install water, sewer, or other city utilities, the Cities shall restore the excavated area and road surface to its original condition at the time of the disturbance. The Cities will obtain a permit from the County for all work within County right of way and will be subject to all permit conditions.

13. Rules and Regulations. The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures, and State statutes as applicable to carrying out the work contemplated in this Agreement unless amended by the contract specifications.

14. Indemnification. The County agrees to defend, indemnify, and hold harmless the Cities against any and all claims, liability, loss, damage, or expense arising from the County carrying out its obligations under this Agreement that are caused by negligent acts or omissions of the County and/or those of County employees or agents. Each City agrees to defend, indemnify, and hold harmless the County and the other City against any and all claims, liability, loss, damage, or expense arising from each City carrying out its obligations under this Agreement that are caused by or result from negligent acts or omissions of the City and/or those of the City's employees or agents. All Parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law, Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against any Party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

15. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the Cities and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Cities. Any and all persons engaged in the work to be performed by the Cities shall not be considered employees of the County for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a

consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

16. Audit. Pursuant to Minn. Stat. Sec. 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the Cities relevant to the Agreement are subject to examination by the County, the Cities, and either the Legislative Auditor or the State Auditor as appropriate. The County and the Cities agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

17. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the County and the Cities regarding the project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the signal revisions provided for in this Agreement.

18. Authorized Representatives. The County's authorized representative for the purpose of the administration of this Agreement is Mark Krebsbach, Dakota County Engineer, 14955 Galaxie Avenue, 3rd Floor, Apple Valley, MN 55124-8579, phone (952) 891-7100, or his successor. The City of Inver Grove Heights authorized representative for the purpose of the administration of this Agreement is Scott D. Thureen, Public Works Director, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, phone (651-450-2571), or his successor. The City of West St. Paul's authorized representative for the purpose of the administration of this Agreement is Matt Saam, Public Works Director, 1616 Humboldt Avenue, West St. Paul, MN. 55118, phone (651-552-4100) or his successor. All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. All parties may change its address by written notice to the other parties. Mailed notice shall be deemed complete two business days after the date of mailing.

In all other respects, the terms and conditions set forth in Traffic Signal Agreement 00-06 are effective and binding between and among all parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____

Mayor

(SEAL)

By _____

City Clerk

Date _____

CITY OF WEST ST. PAUL

RECOMMENDED FOR APPROVAL:

Public Works Director

By _____

Mayor

(SEAL)

By _____

City Clerk

Date _____

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

County Engineer

By _____
Physical Development Director

Date _____

APPROVED AS TO FORM:

Assistant County Attorney Date

COUNTY BOARD RESOLUTION

No. 13- _____ Date _____

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ACCEPT RESIGNATION FROM ENVIRONMENTAL COMMISSION

Meeting Date: February 25, 2013
 Item Type: Consent
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Accept Greg Groenjes resignation from the Environmental Commission.

SUMMARY Greg Groenjes has submitted his resignation from the Environmental Commission.

Greg has served on the Environmental Commission since 2006 as a commission member and most recently as the Chair. His leadership and dedication to the commission and the community will be greatly missed.

The City Council will make their annual appointments in May to fill the position.

February 14, 2013

Dear Mayor Tourville and Inver Grove Heights City Council Members,

I regret to inform you that I am resigning my position as Chair of the Environmental Commission effective immediately. Environmental Commission members are aware of my resignation and are prepared to elect a new chair at their next meeting.

My resignation is prompted by a new job and subsequent relocation to the north metro. In October 2012 I started working for Connexus Energy, Ramsey MN as a Construction and Maintenance Manager. Due to my responsibilities directing power restoration activities following severe weather events, I need to be located close to the Connexus headquarters in Ramsey. On February 16, 2013 I am moving from Inver Grove Heights to Andover. It is difficult to leave our home of 28 years but I am also looking forward to creating connections in a new community.

I have appreciated the opportunity to serve my community as a member of the Environmental Commission since 2006. I like to think that the Commission helps inform the City Council and perhaps guides decisions that have environmental impacts. I have no doubt that the remaining Commission members will continue to provide you with that valuable service.

Please accept my resignation.

Sincerely,

Greg Groenjes

10469 Barnes Way
Inver Grove Heights, MN 55077

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve 2013 EAB Work Plan for 2012-2014 Forest Bonding Grant

Meeting Date: February 25, 2013
 Item Type: Agenda-New
 Contact: Mark Borgwardt
 Prepared by: Mark Borgwardt, Brian Swoboda
 Reviewed by: Eric Carlson

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the use of \$9,000 of City funds from the Community Project Fund (Fund 450) to be used in 2013 for fighting Emerald Ash Borer. The City will utilize the remaining balance of \$8,200 worth of grant dollars from a \$25,000 Forest Bonding Grant the City received in 2012.

SUMMARY

In June 2010 the City adopted the Emerald Ash Borer Management Plan (see attached). The plan outlines how the city will take a proactive approach and spread the physical and fiscal costs associated with the outbreak of Emerald Ash Borer over a 10-year timeframe. The loss of ash trees in Inver Grove Heights will have a devastating effect on home values, quality of life and the environment. Our goal is to buffer that impact in advance by implementing current best arboricultural management activities.

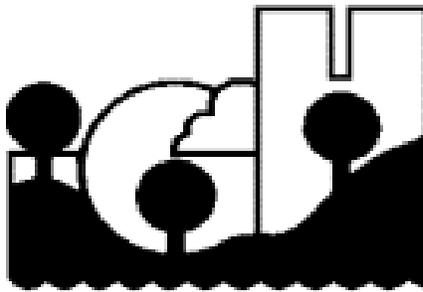
Work on the Emerald Ash Borer to date in the City includes:

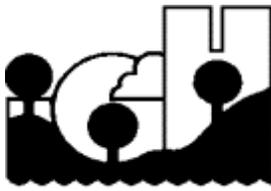
	Ash Trees Removed	New Trees Planted	Forest Bonding Grant (MN DNR)	City Funds
2011	100	100	\$25,000	\$6,900
2012	50	50	\$16,800	\$6,000
2013	50	50	\$8,200	\$9,000
	200	200	\$50,000	\$21,900

The City has budgeted \$33,000 in the Community Projects Fund over the course of the next several years to address the Emerald Ash Borer issue.

CITY OF INVER GROVE HEIGHTS

June 2010





City of Inver Grove Heights Emerald Ash Borer Management Plan

Purpose:

The City will take a proactive approach and spread the physical and fiscal costs associated with the outbreak of Emerald Ash Borer over a 10-year timeframe. The loss of ash trees in Inver Grove Heights will have a devastating effect on home values, quality of life and the environment. Our goal is to buffer that impact in advance by implementing current best arboricultural management activities.

Introduction:

The Emerald Ash Borer (EAB) is a non-native insect that was introduced to North America from Asia. It was discovered in the Detroit, Michigan / Windsor, Ontario area in 2002 and probably arrived in wood packing materials on cargo ships or airplanes. Despite eradication and suppression efforts, EAB has killed over 20 million Ash trees in Michigan, Ohio, Indiana, Illinois, Maryland and Ontario. EAB is a beetle that is smaller than a dime. The adult does very little damage. However, this is not the case with the larvae (immature stage) that feed on the inner bark of Ash trees. This feeding disrupts the tree's ability to transport water and nutrients. Larval feeding takes place over a period of years and eventually kills the infested tree. All species of Ash are susceptible. Because EAB is hard to detect, it can be present for years before an infestation is confirmed. There are currently no known control measures for EAB. This means that it has the potential of killing all of Ash trees throughout the United States and Canada. In Inver Grove Heights there are ash trees which compose the urban tree canopy within the park system, Inver Wood Golf Course, and other public property. There are Ash trees located within the right-of-way (ROW) growing as boulevard trees. There are also a large amount of Ash trees found on public natural areas and private property. It is possible that despite state and federal quarantines of infested regions, EAB may already be established in Inver Grove Heights.

Economic Impact:

Removing and reforesting Ash trees will be a tremendous physical and financial challenge for the City and private property owners. Utilizing a simple formula for removals, stumping and replanting a cost estimate can be determined. For example, consider an average removal cost of \$200, (disposal, stump removal, and restoration) and an average replanting cost of \$200. At these rates, the economic impact of losing 1,113 trees would be about \$329,000.

At this time there are no known federal or state grant programs available to help assist the City in the removal and reforestation activities that will be necessary to combat this infestation.

Inform the Public:

In addition to utilizing TV & newspaper media relations, there are other means whereby the City can disseminate information about EAB. The most accessible are those that the City has direct control over. These include: "*Insights*", our newsletter, our web site, direct mail and cable TV.

The City of Inver Grove Heights must prepare and manage for the arrival of EAB on three fronts:

- Public property (i.e. parks, golf course, City Hall, Fire Stations, Water Treatment Plant etc.)
- Boulevard street trees within the right-of-way
- Private property trees

*City of Inver Grove Heights
Ash Tree Inventory
May 2010*

	Good		Fair		Poor		Total
	Tree Count	Percentage	Tree Count	Percentage	Tree Count	Percentage	
Park (mowed area)	368	41%	33	20%	11	24%	412
Inver Wood Golf Course	39	4%	2	1%	0	-	41
City Facilities	61	7%	17	11%	1	2%	79
Right-of-way (public)	439	48%	109	68%	33	74	581
Private property	-	-	-	-	-	-	Unknown
Total	907		161		45		1,113

The current evidence from Michigan and Ohio show that once EAB becomes established – it takes about five to ten years to infest and kill the majority of the ash trees in a city.

Public Property Trees:

1. The City will not plant any new ash trees on public property.
2. The City shall begin to remove any poor quality trees or trees in fair condition with major defects.
3. The City will continue to cooperate with the Minnesota Department of Agriculture and Minnesota Department of Natural Resources to establish EAB detection trees as needed on city property.
4. Ash trees in wooded areas will be left alone – unless by a bike path or structure and may cause harm if it falls. If it is an early EAB infestation we will be removing infested trees as needed to slow the spread to the community.
5. In mowed areas ash trees will be replaced.

Right-of-Way Trees:

1. The City will begin a policy of excluding any new ash trees on public right-of-way – with the recommendation that citizens and businesses discontinue the use of ash in new plantings.
2. The City will remove any boulevard ash tree at citizen request. Based on current City Ordinance (7-1-4), a new tree cannot be placed in the right-of-way.
3. The City will permit residents to chemically treat an ash tree in the public ROW under the conditions of hiring a licensed tree service that is bonded and insured, and that is a State of Minnesota Licensed Commercial Pesticide Applicator using state approved trunk injection pesticides only. By using trunk injections hopefully this reduces pesticide exposure to others and the environment overall. (Note: Chemical treatment would not preclude future removal of said ash tree if deemed necessary.)
4. The City will hire a contractor to begin to remove 10% of ash trees each year beginning with poor and fair quality trees. The removal shall include the complete removal of the tree, stump and ground restoration. All costs will be borne by the City of Inver Grove Heights.
5. Trees removed from the ROW will not be replaced.

Trees on Private Property:

1. There are many thousands of ash trees, large and small, on private property in Inver Grove Heights. No reliable inventory exists, and ash densities vary by neighborhood.
2. Property owners are urged to monitor for the EAB.
3. City of Inver Grove Heights Ordinance, Chapter 8 Diseased Trees, will be updated to reflect the Emerald Ash Borer threat. The same parameters concerning Dutch Elm Disease and Oak wilt are appropriate measures to slow the spread of EAB.
4. It would be prudent for residents to establish a relationship with an ISA Certified Arborist now in the event that ash evaluation or removal is desired. When residents call the City with questions they will be encouraged to consult with a ISA Certified Arborist that is insured and bonded. City staff will not inspect trees on private property.
5. The City also encourages residents to replace trees lost with species appropriate for the site, or to plant new trees in advance of EAB infestation and ash removal as a way of tree canopy cover and lessening the large economic and environmental impact of the Emerald Ash Borer.
6. The City will not treat or dispose of any trees found on private property.

Ordinances and Policies:

The City has Ordinances and policies that affect and outline what actions the City can take to manage diseased trees. Ordinance revisions will be recommended to the City Council as appropriate to address the infestation of EAB.

Title 5 Chapter 8

The diseased tree ordinance will be updated as necessary to include EAB.

Title 7 Chapter 1

Under current City Ordinance, trees are not permitted within 5' of the public ROW.

Development Plan Approval Process

Future approvals of development/redevelopment will include a condition stating that no ash trees shall be allowed as a condition of approval.

Structured Removal Plan:

The City will adopt a proactive "Structured Removal Plan" of ash trees, including those in decline, and that meets a set percentage of ash in anticipation of the larger loss of the entire ash population. The intent is to hopefully slow the spread of EAB by reducing host trees, thus, spreading out management costs over several years by avoiding a "spike" in diseased and dangerous trees.

Disposal:

The probable loss of thousands of ash trees creates several challenges for the City in regards to public trees as well as residents and commercial tree services dealing with private property trees.

In the early stages of infestation, care to slow down the spread of EAB is paramount not only for Inver Grove Heights, but to other communities and the state.

The most critical period for movement of confirmed EAB ash trees is the months of May - July. This is the period where adult beetles emerge from trees, begin feeding on foliage, move to even more trees, and lay their eggs. During this period, it is best to leave these trees standing and not chance the possible spread of EAB by transporting beetle infested wood to other areas. After this period, from about August 1st to April 30th each year, EAB trees can be removed and transported so long as they are promptly chipped to the required dimensions, less than 1”x1”x1” in any one dimension, effectively killing any EAB larvae.

The City will explore emergency marshalling yard(s)—suitable for on-site tub grinding--within areas of EAB confirmed trees that need to be removed in response to an emergency, such as clean up of a wind storm during the months when beetles are active. These yard(s) would be used to process all wood in the area, including public, and private from property owners and commercial tree services.

Reforestation:

The future expected loss of ROW, public and open space ash trees will require a massive reforestation effort. The benefits trees provide is broadly understood and includes cleaning our air, cooling our atmosphere, saving energy through shade and wind breaks, and making our city safer and more pleasant. Re-planting lost trees may be the most important part of the management plan because it will keep Inver Grove Heights a livable city for future generations.

One strategy to increase the number of new trees planted is to choose less expensive 1 ½ to 1 ¾ inch, bare root stock. This is becoming common practice in many communities. The loss of ash trees due to EAB will require an infusion of tree planting money.

Links to Websites with EAB Information:

- [Minnesota Department of Agriculture](#)
- [University of Minnesota Department of Forest Resources](#)
- [Emerald Ash Borer Web site](#)

Projected Budget Cost (Public):

*City of Inver Grove Heights
Ash Tree Management
Estimated Costs
May 2010*

	Trees	Removal @ \$200/tree	Replacement @ \$200/tree	Total
Park (mowed area)	412	\$82,400	\$82,400	\$164,800
Inver Wood Golf Course	41	\$8,200	\$8,200	\$16,400
City Facilities	79	\$15,800	\$15,800	\$31,600
Right-of-way (public)	581	\$116,200	NA	\$116,200
Total	1,113	\$222,600	\$106,400	\$329,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve 2013-14 VMCC Ice Rates

Meeting Date: February 25, 2013
Item Type: Consent Agenda
Contact: Eric Carlson 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve 2013-14 Ice Rates for the VMCC.

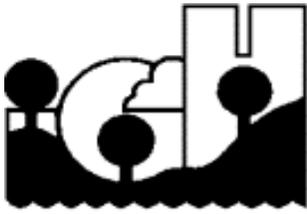
SUMMARY

The Council is asked to establish ice rates each year as outlined in Section 3.1.1 of the lease agreement between the City of Inver Grove Heights and Independent School District 199 for the Armory and for the Inver Gove Heights Veteran’s Memorial Community Center (VMCC). Doing so will allow the City to charge ISD 199 for ice Time used by the boys and girls high school hockey program and physical education classes outlined in the lease

The City and School District entered into a lease for the use of the VMCC in May of 1995. The lease requires the School District to pay the City a sum of \$100,000 annually for the construction of the VMCC over a 20-year period resulting in a contribution of \$2,000,000. Additionally, the lease outlines the City can charge the School District for ice time used by the District for athletics and physical education classes.

The lease also stipules that the Community Center Advisory Committee (CCAC) consisting of the City Administrator, Finance Director, Park and Recreation Director, School District Business Manager, and Activities Director meet to discuss operational issues at the AMCC. The CCAC is charged with establishing the market rate ice time at the VMCC by using a prescribed list of area arenas to establish an “average ice rate.

The proposed ice rate for 2013-14 is to remain the same as it was in 2012-13 at \$200 per hour.



City of Inver Grove Heights Veteran's Memorial Community Center

2013-2014 Ice Rate Study

Arena	2012-2013 Prime	2012-2013 Non- Prime	2013-2014 Prime Proposed	2013-2014 Non- Prime Proposed
Cottage Grove	\$200	\$130	\$205	\$135
Eagan	\$195	\$130	\$200	\$135
Lakeville	\$215	n/a	\$215	n/a
Rosemount	\$185	\$125	\$185	\$125
South St Paul	\$195	\$155		
West St Paul	\$190	n/a	\$193	n/a
Edina	\$200	\$150	\$205	\$165
Burnsville	\$175	n/a	\$185	n/a
Minnetonka	\$190	n/a	\$190	n/a
Parade (Minneapolis)	\$175	\$140	\$180	\$150
Average			\$195	\$142
Maximum Market Rate 5% greater than average			\$205	\$149
Current VMCC Rate	\$200	\$130		
Proposed VMCC Rate			\$200	\$135

Notes:

- Lease allows rate to be below market, at market, but no more than 5% above market.
- Provides users of 675 or more hours of ice between October 1st and March 10th a \$10 per hour discount.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Renewal of Fairway Flyzers Discs, Inc. North Valley Disc Golf Operations Agreement

Meeting Date: February 25, 2013
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Consider Renewal of Fairway Flyerz Discs, Inc. North Valley Disc Golf Operations Agreement

SUMMARY

In 2011 and 2012, Fairway Flyerz Discs, Inc. operated a mobile sales unit at the North Valley Park disc golf course. Fairway Flyerz Discs, Inc. sold daily and annual passes, concessions, disc golf product and provided an on-course presence at the site seven (7) days a week. Highlights of the term agreement over the past two (2) years are listed below:

YEAR	# Users	Length of Season	Age Restrictions	City's Portion of Revenue Agreement	Fairway Flyerz/City Percentage Split of Sales
2011	6,224	April-end of September	Under 21 free	\$6,268	50%/50%
2012	4,838	May-mid September	14 & Under free; discount of \$2 on daily rate with valid high school ID	\$5,825	60%/40%

Fairway Flyerz, Inc. is proposing the following terms for 2013. This proposal is based on the usage and sales levels that occurred in 2011 and 2012.

- Length of season would remain from May-mid September.
- Same age restrictions as 2012 season.
- Fairway Flyerz Discs, Inc. /City Split of revenue would be 80%/20%.

Pros/Cons of the proposed new terms include:

Pros:

- Continued presence of Fairway Flyerz reduces vandalism, litter and unwanted behavior at the park.
- Continued presence at the park provides for an additional set of eyes and ears to identify maintenance issues.
- Generates some general fund money for Recreation Fund.
- Experience vendor provides ability to provide better disc golf experience through added course improvements, knowledge and education.
- Proposed revenue split of 80%/20% is comparable to revenue splits the Recreation Division has with other service contractors to provide recreation programs and services.

- Maintains disc golf course partnership the City has with South St. Paul's Kaposia disc golf course.

Cons:

- Loss of 50% of revenue earned if volume of users remains constant.
- Continue to provide opportunity for a limited number of players.
- Potential pressure from users to continue to make additional improvements to maintain higher standards of a pay-to-play course.

The City of South St. Paul has already approved a renewal agreement with Fairway Flyerz Discs for the upcoming season.

The Parks and Recreation Commission unanimously approved the proposed changes to the operations agreement at their February 13 meeting.

Staff recommends renewal of the operations agreement for one (1) more year.

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Star City Days, Inc.
P.O. Box 2031
Inver Grove Heights, MN 55076

February 7, 2013

City of Inver Grove Heights
Attn: Mr. Joe Lynch, City Administrator
8150 Barabara Ave.
Inver Grove Heights, Mn 55077

Re: Inver Grove Heights Days 2013 Contribution

Dear Mr. Lynch,

The Inver Grove Heights Days Committee would like to thank you and the City Council for your contribution and staff support for Inver Grove Heights Days 2012.

We are working hard planning for this year's annual celebration, which will be held September 5th – 8th.

The Inver Grove Heights Days Committee is requesting the City of Inver Grove Heights to continue with the contribution amount of \$5000.00 towards the Fireworks Show.

At you earliest convenience the check can be issued to Star City Days, Inc. and mailed to:

Inver Grove Heights Days
P.O. Box 2031
Inver Grove Heights, MN 55076

We look forward to working with you and thank you in advance for your support to this years Inver Grove Heights Days celebration..

Sincerely,
Becky L. Austing
Treasurer, Star City Days, Inc.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 25, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Aquatics – Emily Erhart, and Greta Amtsbauer, Recreation – Hanna Johnson.

Please confirm the seasonal/temporary termination of employment of: Aquatics – Tanner Johnson.

Please confirm the employment of: Robin Reitberger, Office Support, Police Department.

Please confirm the termination of employment of: Karl Luhr, Fire Lieutenant, will remain as Firefighter.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BILL KRECH - Case No. 13-02C

Meeting Date: February 25, 2013
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: *HB* Planning
 Engineering

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

PURPOSE/ACTION REQUESTED

Consider a resolution and related improvement documents for a **Conditional Use Permit** to exceed the impervious surface maximum in a residential district. This request is for the property located at 9074 Alger Court.

- Requires a 4/5th's vote.
- 60-day deadline: March 23, 2013 (first 60 days)

SUMMARY

The applicant is currently building a new home on the property and installing a geo-thermal heating system. The applicant was informed by his contractor that it would be beneficial to install the geo-thermal system under a rain-garden. To obtain credit for future impervious surface, and to ensure that the rain garden meets City standards the applicant decided it would be to his advantage to apply for the CUP now to allow for an additional 3,100 square feet of hard cover on his property.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks and aesthetics, environmental impacts, and public health and safety impacts.

The impervious surface CUP criteria would also be met. The applicant is working with the Engineering Department on obtaining final approval of a storm water management plan. The applicant's lot is located in Marianna Ranch; this development was approved without having a grading plan for each individual lot therefore a custom grade agreement is also required between the City and property owner.

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit to exceed the impervious surface maximum and the related improvement documents.

Planning Commission: Recommended **approval** of the requests at their February 19, 2013 meeting with the conditions listed in the attached resolutions (8-0).

- Attachments:
- CUP Resolution
 - Custom Grade Agreement
 - Stormwater Facilities Maintenance Agreement
 - Planning Commission Recommendation
 - Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED THE
IMPERVIOUS SURFACE REQUIREMENTS IN A RESIDENTIAL DISTRICT**

Bill Krech
Case No. 13-02C

WHEREAS, an application for Conditional Use Permit has been submitted for the property located at 9074 Alger Court and legally described as:

Lot 11, Block 5, MARIANNA RANCH, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder

WHEREAS, the request is to allow an additional 3,100 square feet of impervious coverage on the property;

WHEREAS, the aforescribed property is zoned PUD, Planned Unit Development;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties among other criteria, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on February 19, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to exceed the impervious coverage maximum is hereby approved subject to the following conditions:

1. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
2. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
3. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.
4. Any additional impervious surface, in excess of 11,800 square feet, would require additional City approvals and not included with this request.

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

Adopted by the City Council of Inver Grove Heights this 25th day of February, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

CUSTOM GRADING AGREEMENT
FOR
9074 ALGER COURT
LOT 11, BLOCK 5, MARIANNA RANCH
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 25th day of February, 2013, 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 Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property 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 William D. Krech and Christina A. Krech, husband and wife.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified on the attached Appendix 1 and depicted on the attached Appendix 3.

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

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

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

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

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

1.10 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.

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

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

1.12 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 pursuant to this Custom Grading Agreement.

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

1.14 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.

1.15 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.

1.16 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 the Property.

- 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.

1.17 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.

1.18 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: William D. Krech and Christina A. Krech
7755 Argenta Trail
Inver Grove Heights, MN 55077

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.

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 11, Block 5, Marianna Ranch, 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 Property 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 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.

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 Property 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. The Owner shall construct drainage facilities adequate to serve the Property 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. 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 or 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 10 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- 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, 2015. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2015, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the 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, 2015.

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 ESCROW RELEASE AND ESCROW INCREASE.

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 ADDITIONAL INSPECTION ESCROW. 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 review, attorney fees, inspection, consultant fees, erosion and sediment control expenses, and other City costs 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 1.16(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 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 Property 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 Property.

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 Property 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)
)
COUNTY OF DAKOTA) ss.

On this 25th day of February, 2013, 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:

William D. Krech

Christina A. Krech

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of February, 2013, by William D. Krech and Christina A. Krech, husband and wife.

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Certificate of Survey (Sheet 1 of 2)	2/15/13	Stonebrooke Engineering
2.) Rain Garden Design (Sheet 2 of 2)	2/15/13	Stonebrooke Engineering

APPENDIX 2
IMPROVEMENTS

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

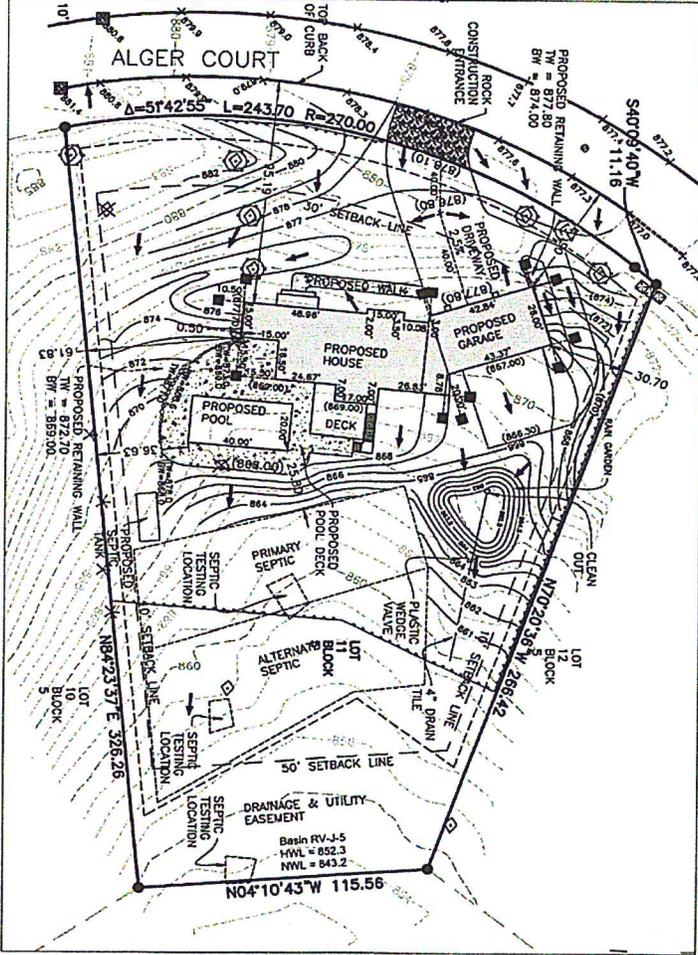
<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u>X</u>	Prior to obtaining building permit	sediment & erosion control
<u>X</u>	Prior to Certificate of Occupancy	retaining walls, grading, drainage
<u>X</u>	Prior to Certificate of Occupancy	driveway
<u>X</u>	Prior to Certificate of Occupancy	As-built Certificate of Survey
<u>X</u>	September 10, 2013	Rain Garden
<u>X</u>	Within 6 months after Certificate of Occupancy	landscaping

APPENDIX 3 DEPICTIONS OF DEVELOPMENT PLANS



*CERTIFICATE OF SURVEY FOR: WILLIAM KRECH
9074 ALGER COURT, INVER GROVE HEIGHTS, MN*

- LEGEND**
- NONPERMIT POOL
 - IRON PIPE HOUSE/SEWER SET
 - WOOD HSA SET
 - DRAINAGE ABANDON
 - EXISTING SPOT ELEVATION
 - PROPOSED ELEVATION
 - AS-BUILT ELEVATION
 - PROPOSED CONTOURS
 - EXISTING CONTOURS
 - FIRE PROTECT
 - CATCH BASIN WITH/LET PROTECTION
 - SEWER MANHOLE
 - RETAINING WALL
 - CURB STOP
 - UTILITY RECEIVAL
 - SHT FENCE
 - SHT
 - DECADOUS TREE
 - CONIFEROUS TREE
 - TREE REMOVAL
 - CONCRETE SURFACE
- LEGAL DESCRIPTION:**
Lot 11, Block 5, MARIANNA RANCH, according to the plat thereof, on file and of record in the Office of the Dakota County Recorder.
- Builder:**
William Krech
7735 Argento Trail
Inver Grove Heights, MN 55077
- Support:**
Stonebrooke Engineering, Inc.
12467 Boone Ave, S., Suite 1
Savage, MN 55378
Phone: 952-402-9202, Fax: 952-403-8003
www.stonebrookeengineering.com
- PROPOSED ELEVATIONS:**
TOP OF FOUNDATION = 878.10
GRADE FLOOR = 877.80
BASEMENT FLOOR (WB) = 889.50
- NOTE:**
SEE BUILDING PLANS FOR ARCHITECTURAL DIMENSIONS, CONSTRUCTION SHALL VERIFY DIMENSION & CENTER OF BUILDING FWD SOLS CONNECTION. CONTOURS SHOWN ARE FROM ORIGINAL GRADING PLAN AND ARE FOR INFORMATION ONLY. USE SPOT ELEVATIONS FOR PROPOSED GRADING.
- NOTE:**
ALL BUILDING OFFSET STAKES ARE OFFSETS UNLESS DENOTED. GRADE TO DRAIN AROUND SEPTIC AREAS
- LOT AREA, SQUARE FOOTAGE:**
56,337 SQUARE FEET
- APPROXIMATE SQUARE FOOTAGE:**
PROPOSED DRIVEWAY AREA = 4,620
PROPOSED DECK/WALK AREA = 2916
TOTAL IMPERVIOUS SURFACE = 10,896
- ALLOWED IMPERVIOUS SURFACE IS THE MAXIMUM ADDITIONAL IMPERVIOUS SURFACE WITH A C.U.P. IS 56,337 SQ. FT.**



1	EXISTING	EXISTING CONTOURS	EXISTING CONTOURS
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100	PROPOSED	PROPOSED CONTOURS	PROPOSED CONTOURS

EROSION CONTROL NOTES:

1. INSTALL APPROVED EROSION CONTROL FENCE WHERE SHOWN PRIOR TO START OF CONSTRUCTION. FENCE TO BE INSTALLED ON DOWNHILL SLOPES TO CONTROL EROSION AND RUNOFF TO ADJACENT PROPERTIES.
2. ALL EROSION CONTROL TO REMAIN INTACT AND IN PLACE UNTIL DISTURBED AREAS CAN BE SOODED OR RE-SEED TO STABILIZE GRADE.
3. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
4. SILT TRACKED ONTO THE STREET SHALL BE SWEEP THE SAME DAY BY A WATER BASED SWEEPER.
5. PROVIDE CLASS V GRAVEL CONSTRUCTION ENTRANCES TO CONTROL SOIL MIGRATION. (SEE CITY STANDARD PLATE EC-04)
6. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED UPON COMPLETION OF CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)

SEE CITY STANDARD PLATE EC-01 FOR COMPLETE LIST OF EROSION CONTROL MEASURES.

APPENDIX 3
DEPICTIONS OF DEVELOPMENT PLANS

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
9074 ALGER COURT
LOT 11, BLOCK 5, MARIANNA RANCH
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 25th day of February, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and William D. Krech and Christina A. Krech, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means William D. Krech and Christina A. Krech, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future raingardens and drainage swales lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey (Sheet 1) and Erosion Control (Sheet 2) Plan prepared by Stonebrooke Engineering dated February 15, 2013, and approved by the City Engineer on February 21, 2013. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D.**

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A.**

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Agreement dated February 25, 2013, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve a conditional use permit to exceed the allowed maximum impervious coverage standard to construct a home, garage, swimming pool and deck on the Landowner Property. Landowner has also requested that the City approve the Development Plans identified in the Custom Grading Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the conditional use permit if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement. The City is also willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to September 10, 2013, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;

- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller

than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make

payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

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

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

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

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

- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner shall deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Subject to Section 4.2, upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

4.2 Additional Escrow Amount for Turf Establishment. The Landowner shall deposit \$3,000 in cash with the City (hereinafter "Additional Escrow Amount") contemporaneously with the execution of this Agreement. The Additional Escrow Amount shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Landowner Property in the event such problems and deficiencies arise. The City may use the Additional Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Landowner any remaining Additional Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$3,000 Additional Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Conditional Use Permit and Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Planning Report and Engineering Report relating to the conditional use permit are met, the Council will approve the conditional use permit for the Landowner Property. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Custom Grading Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: William D. Krech and Christina A. Krech
7755 Argenta Trail
Inver Grove Heights, MN 55077

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.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

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

On this 25th day of February, 2013, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

William D. Krech

Christina A. Krech

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of February, 2013,
by William D. Krech and Christina A. Krech, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 11, Block 5, Marianna Ranch, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. <u>Replacement</u> of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

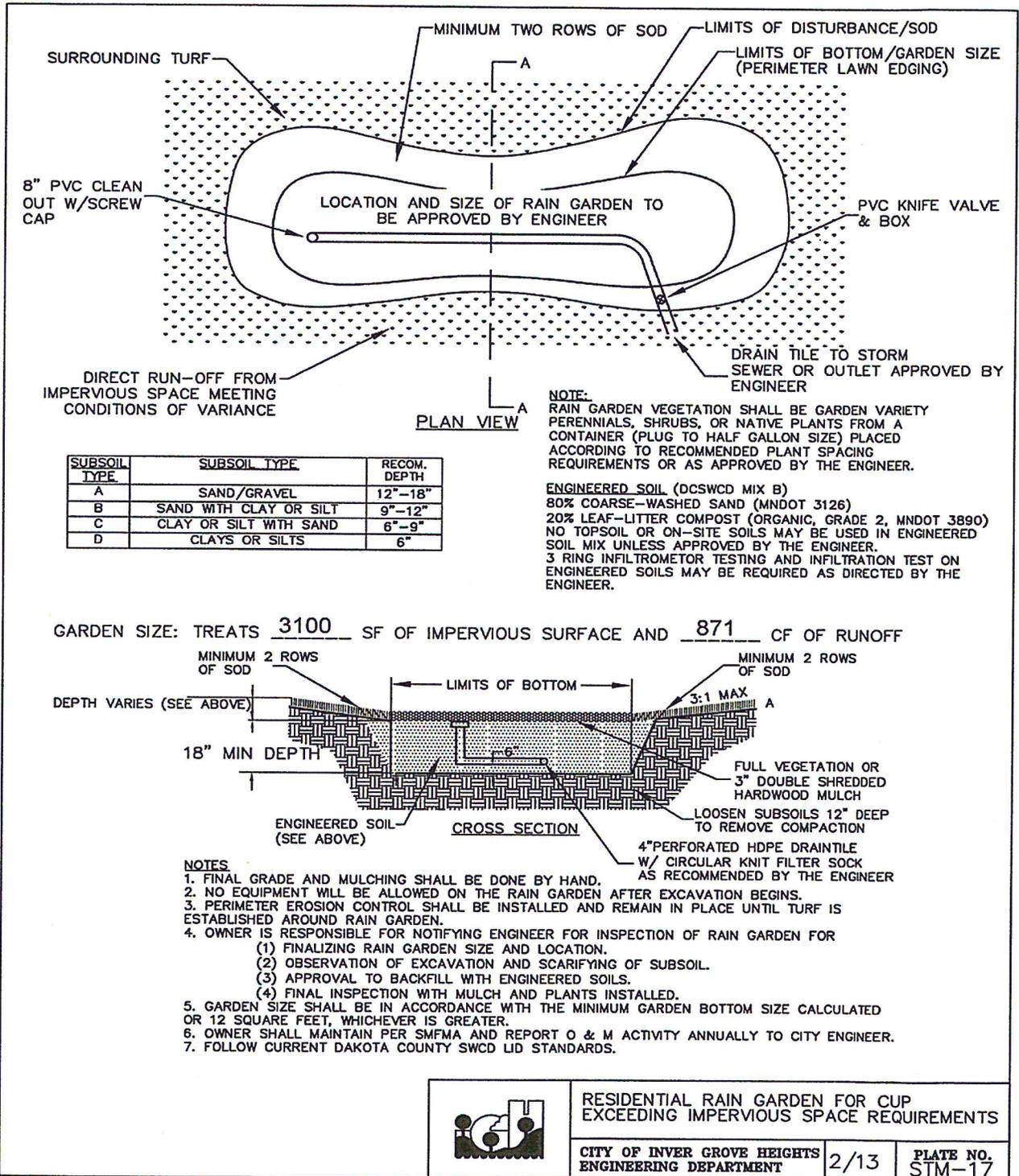
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLICIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT E
RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE
REQUIREMENTS (STM-17)



RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT 2/13 PLATE NO. STM-17

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 19, 2013
SUBJECT: **BILL KRECH – CASE NO. 13-02C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to allow additional impervious surface coverage for the property located at 9074 Alger Court. 50 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is currently building a new home on the property and installing a geothermal heating system. The applicant was informed by his contractor that it would be beneficial to install the geothermal system underneath the rain garden. To obtain credit for future impervious surface, and to ensure that the rain garden meets City standards, Mr. Krech is applying now for a conditional use permit to allow an additional 3,100 square feet of impervious surface on his property. A site plan was submitted by the applicant featuring the house and driveway that is being constructed as well as a future proposed pool and patio area. The proposed request meets both the general CUP and impervious surface CUP criteria. Staff recommends approval of the request with the five conditions listed in Alternative A. Staff has not heard from any of the surrounding property owners.

Commissioner Wippermann asked for clarification regarding the applicant's original request for an additional 10 percent of impervious coverage whereas only a portion of that was being requested at this time.

Ms. Botten replied that after discussions with staff the applicant decided to reduce his request to 3,100 square feet.

Commissioner Maggi asked if there was a time limit on the cash escrows.

Ms. Botten replied in the affirmative, stating she was not sure of the specific timing.

Commissioner Simon asked if the CUP was based on the specific site plan that was submitted, including the pool, patio, etc.

Ms. Botten replied the request was for an additional 3,100 square feet of impervious surface; not this specific site plan. As long as the applicant stayed within that amount they could change their site plan as needed.

Opening of Public Hearing

Recommendation to City Council

February 19, 2013

Page 2

The applicant, Bill Krech, 7755 Argenta Trail, advised he was available to answer any questions.

Chair Hark asked if the applicant understood and agreed with the conditions listed in the report.

Mr. Krech replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the request for a conditional use permit to exceed the impervious surface maximum in a residential district, for the property located at 9074 Alger Court, with the five conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on February 25, 2013.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: February 14, 2013 **CASE NO.:** 13-02C

HEARING DATE: February 19, 2013

APPLICANT & PROPERTY OWNER: Bill Krech

REQUEST: A Conditional Use Permit to allow additional impervious surface on a residential lot

LOCATION: 9074 Alger Court

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: PUD, Planned Unit Development

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner 

BACKGROUND

The applicant is requesting a Conditional Use Permit to exceed the allowed impervious surface amount to construct a pool and patio area on his property in the future. The applicant is currently building a new home on the property and installing a geo-thermal heating system. The applicant was informed by his contractor that it would be beneficial to install the geo-thermal system under a raingarden. To insure the raingarden was in compliance with City requirements Mr. Krech decided it would be to his advantage to apply for the conditional use permit now for the future installation of additional impervious surface. The total impervious coverage proposed would be for the house, attached garage, driveway, sidewalk, patio, and walkway around pool. Details of the impervious coverage are listed in the following chart.

	Square Feet	Allowed Impervious Coverage
Lot Size	56,337	8,700
Allowed additional impervious coverage by CUP	10% of lot area	5,634
Proposed additional impervious surface	3,100	-
Total impervious coverage requested	11,800	14,334

SPECIFIC REQUEST

A Conditional Use Permit to allow additional impervious surface above the allowed maximum but within the additional 10% of lot area.

SURROUNDING USES:

The subject site is surrounded by the following uses:

- North –Residential; zoned PUD, single-family; guided RDR, Rural Density Residential
- West - Residential; zoned PUD, single-family; guided RDR, Rural Density Residential
- South - Residential; zoned PUD, single-family; guided RDR, Rural Density Residential
- East - Open Space; zoned PUD; guided Public Open Space

EVALUATION OF REQUEST:

GENERAL CUP CRITERIA

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

The proposed conditional use permit meets the above criteria. As shown in Exhibit A, the surrounding properties are all single-family residential homes. The proposed impervious surface would aesthetically fit in with the neighborhood. Additionally, the applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff on the applicant's property.

IMPERVIOUS SURFACE CUP CRITERIA

The zoning ordinance sets a maximum impervious surface allowed on each lot in the city based on lot size categories. Impervious surface can be increased by up to 10% of the lot area with a conditional use permit provided the following criteria are met:

- a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
- b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
- c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
- d) The design of the facility shall provide storage and treatment for the 100-year event volume as it relates to the additional impervious surface being considered with a conditional use application.
- e) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
- f) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan. Surety shall be

provided to ensure construction of the system according to the plans approved by the City Engineer.

- g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

ENGINEERING REVIEW

The Engineering Department has reviewed the plans and is working with the applicant on stormwater and grading requirements. The applicant's lot is located in Marianna Ranch which was approved without having a grading plan for each individual lot therefore a custom grade agreement is required between the City and property owner. Engineering has made recommendations on conditions that are included at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction plans.

ALTERNATIVES

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

A. Approval If the Planning Commission finds the requests to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of the Conditional Use Permit to allow additional impervious surface subject to the following conditions:
 1. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
 2. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
 3. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.
 4. Any additional impervious surface, in excess of 11,800 square feet, would require additional City approvals and not included with this request.
 5. A Custom Grading Agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to issuance of the Certificate of Occupancy. A \$10,000 assurance and \$1,500 engineering cash escrow shall be submitted prior to Certificate of Occupancy for engineering review, attorney fees, inspection, consultant fees, erosion and sediment control

expenses, and other City costs at the City's standard rates charged for such tasks.

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

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Applicant Narrative
Exhibit C - Site Plan



Bill Krech
Case No. 13-02C



Exhibit A
Zoning and Location Map

January 22nd 2013

To: City of Inver Grove Heights

From: William and Christina Krech
7755 Argenta Trail
Inver Grove Heights MN 55077

Re: Rain Garden &
Conditional Use Permit for additional impervious surface
9074 Alger court
Inver Grove Heights MN 55077

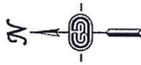
To Whom It May Concern,

We are currently constructing a new home and features at 9074 Alger court Inver Grove Heights which will meet the current allowable impervious surface of 8700 sq. ft. It is our intentions to install a pool in the future with a concrete patio surround which will exceed the allowable impervious surface for this lot. It is our understanding that with the allowance of the additional impervious surface, we will be required to install a rain garden to offset the water runoff. We discovered it would be beneficial to our project to install our Geo thermal system under the required rain garden. Our Geo thermal installer states this type of installation would assist in the performance of the Geo thermal system and allow for a more efficient system. Therefore we are applying for a conditional use permit to request an additional 5627.90 sq. ft. of impervious surface, the maximum allowed at 9074 Alger Court. I'm requesting the maximum allowed of surface at this time to account for future projects, to avoid the need for future construction of additional rain gardens and provide the most economical solution for our project.

*Amount has been reduced since
the submittal.*

Sincerely submitted
William Krech
William Krech

CERTIFICATE OF SURVEY FOR: WILLIAM KRECH 9074 ALGER COURT, INVER GROVE HEIGHTS, MN



- LEGEND**
- MONUMENT FOUND
 - IRON PIPE MONUMENT SET
 - WOOD HUB SET
 - DRAINAGE ARROW
 - ▲ EXISTING SPOT ELEVATION
 - PROPOSED ELEVATION
 - AS-BUILT ELEVATION
 - PROPOSED CONTOURS
 - EXISTING CONTOURS
 - FIRE HYDRANT
 - CATCH BASIN/WINLET PROTECTION
 - SEWER MANHOLES
 - RETAINING WALL
 - CURB STOP
 - UTILITY PEDESTAL
 - SILT FENCE
 - SIGN
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - TREE REMOVAL
 - CONCRETE SURFACE

LOT AREA SQUARE FOOTAGE:
56337 SQUARE FEET

APPROXIMATE SQUARE FOOTAGE:
PROPOSED DRIVEWAY AREA = 4620
PROPOSED BUILDING AREA = 3560
PROPOSED DECK/WALK AREA = 2816

TOTAL IMPERVIOUS SURFACE = 10,996

—ALLOWED IMPERVIOUS SURFACE IS 8700 SQ.FT. THE MAXIMUM ADDITIONAL IMPERVIOUS SURFACE WITH A C.U.P. IS 5634 SQ. FT.

LEGAL DESCRIPTION:
Lot 11, Block 5, MARIANNA RANCH
according to the plat thereof on file and of record in the
Office of the Dakota County Recorder.

Builder:
William Krech
7755 Argenta Trail
Inver Grove Heights, MN 55077

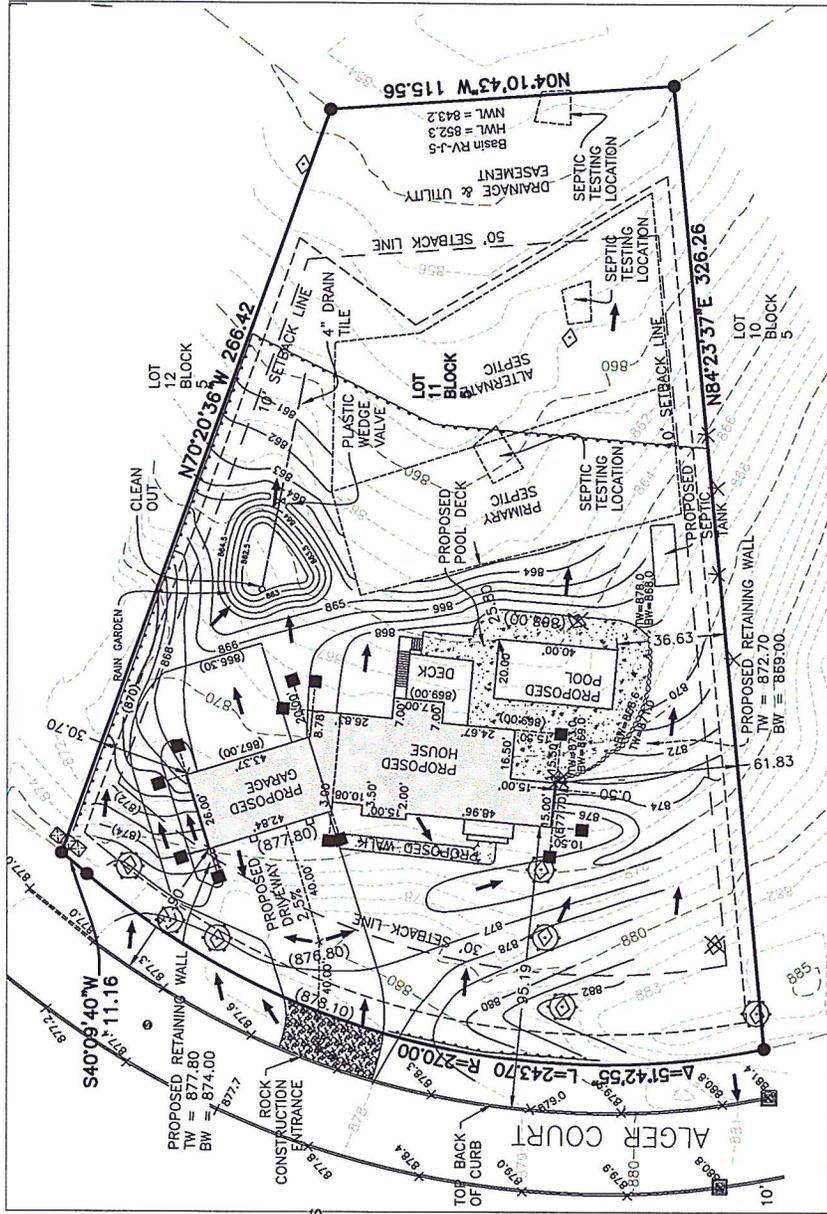
Surveyor:
Stonebrooke Engineering, Inc.
12467 Boone Ave. S., Suite 1
Savage, MN 55378
Phone: 952-402-9202 Fax: 952-403-6803
www.stonebrookeengineering.com

PROPOSED ELEVATIONS:
TOP OF FOUNDATION = 878.10
GARAGE FLOOR = 877.80
BASEMENT FLOOR (WO) = 869.50

NOTE:
SEE BUILDING PLANS FOR
ARCHITECTURAL DIMENSIONS.
CONTRACTOR SHALL VERIFY
DIMENSION & EXTENT OF
BUILDING PAD SOILS CORRECTION.

**CONTOURS SHOWN ARE FROM ORIGINAL
GRADING PLAN AND ARE FOR INFORMATION ONLY.
USE SPOT ELEVATIONS FOR PROPOSED GRADING.**

SET BACK REQUIREMENTS:
30' FRONT HOUSE TO R.O.W.
30' FRONT GARAGE TO R.O.W.
10' SIDE HOUSE TO PROPERTY LINE
50' SIDE GARAGE TO PROPERTY LINE
50' REAR HOUSE TO PROPERTY LINE



EROSION CONTROL NOTES:

1. INSTALL APPROVED EROSION CONTROL FENCE WHERE SHOWN PRIOR TO START OF CONSTRUCTION. FENCE TO BE INSTALLED ON DOWNHILL SLOPES TO CONTROL EROSION AND RUNOFF TO ADJACENT PROPERTIES.
2. ALL EROSION CONTROL TO REMAIN INTACT AND IN PLACE UNTIL DISTURBED AREAS CAN BE SODED OR RE-SEDED TO STABILIZE GRADE.

3. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
4. SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER BASED SWEEPER.

5. PROVIDE CLASS V GRAVEL CONSTRUCTION ENTRANCES TO CONTROL SOIL MIGRATION. (SEE CITY STANDARD PLATE EC-04)
6. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)

SEE CITY STANDARD PLATE EC-01 FOR COMPLETE LIST OF EROSION CONTROL MEASURES.

DESIGNED BY	W. KRECH
CHECKED BY	W. KRECH
DATE	08/27/13

BY THE STATE OF MINNESOTA, I, JAMES J. HANSEN, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THIS SURVEY.

DATE OF RECORDING: 08/27/13

FILE NO.: 13-0827

BOOK: 226602

PAGE: 1 OF 2

DATE OF SURVEY: 08/27/13

PROJECT: 9074 ALGER COURT, INVER GROVE HEIGHTS, MN

OWNER: MARIANNA RANCH

SCALE: 1" = 40'

STATIONING: 0+00 TO 0+100

DATE OF SURVEY: 08/27/13

PROJECT: 9074 ALGER COURT, INVER GROVE HEIGHTS, MN

OWNER: MARIANNA RANCH

SCALE: 1" = 40'

STATIONING: 0+00 TO 0+100

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DATE OF SURVEY: 08/27/13

PROJECT: 9074 ALGER COURT, INVER GROVE HEIGHTS, MN

OWNER: MARIANNA RANCH

SCALE: 1" = 40'

STATIONING: 0+00 TO 0+100

DATE OF SURVEY: 08/27/13

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STATIONING: 0+00 TO 0+100

DATE OF SURVEY: 08/27/13</

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GEISKE – Case No. 13-03V

Meeting Date: February 25, 2013
Item Type: Regular
Contact:  Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a **Variance** to allow an accessory structure 10 feet from the front property line whereas 30 feet is required for property located at 8373 Alta Avenue.

- Requires a 3/5th's vote.
- 60-day deadline: March 30, 2013 (first 60-days)

SUMMARY

The applicant is requesting an after-the-fact variance to allow a 10'x12' storage shed 10 feet from the front property line whereas 30 feet is the required setback. The shed was installed in 2009. The applicant's property is abutting a lake and changes elevation over 40 feet from the front of the property to the back. The shed is located 25 feet from the road and 65 feet to the closest neighboring structure. The shed does meet all other setback and zoning requirements including building materials and impervious surface.

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

Although there is a change in elevation, staff believes the shed could be moved to the west to meet the required setbacks. The setback standards do not preclude the homeowner from reasonable use of the property. Additionally, approving the shed 10 feet from the front property line could set a precedent for other shed encroachments and have an effect on the neighborhood aesthetics.

Planning Staff: Staff believes the variance request is a significant request and the applicant has not identified practical difficulties to comply with the ordinance as the shed could be moved to meet the setback requirements. Based on the information provided staff recommends denial of the setback variance with the findings listed in the attached resolution. If the variance is denied staff recommends the shed be removed or relocated to meet the setback requirements prior to July 31, 2013.

Planning Commission: At the February 19 public hearing, the Planning Commission also recommended denial of the request (8-0).

Attachments: Resolution
Planning Commission Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW A SHED 10 FEET FROM THE
FRONT PROPERTY LINE WHEREAS 30 FEET IS REQUIRED**

**CASE NO. 13-03V
John Gieske**

Property located at 8373 Alta Avenue and legally described as follows:

**Lot 1, Block 2, Paradise Valley No. 2, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, an application has been received for a Variance to allow a shed 10 feet from the front property line whereas 30 feet is the required setback;

WHEREAS, the afore described property is zoned R-1A, Single Family Residential;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 19, 2013 in accordance with City Code Section City Code 10-3-3: C;

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

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance. The applicant currently has an attached garage and an additional 12'x20' shed.
2. Approval of the variance could set a precedent for other front yard encroachment setbacks.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. The shed could be moved to the west complying with setback requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a shed 10 feet from the front property line is hereby denied. The shed shall be removed or relocated to meet the setback requirements prior to July 31, 2013.

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

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2013.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: February 19, 2013
SUBJECT: **JOHN GIESKE – CASE NO. 13-03V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow an accessory building to be located 10 feet from the front property line whereas 30 feet is required, for the property located at 8373 Alta Avenue. 5 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a 20 foot after-the-fact variance to allow a 10' x 12' storage shed to be located 10 feet from the front property line whereas 30 feet is required. She advised that the applicant's property abuts a lake and changes elevation over 40 feet from the front of the property to the back. The shed, which was built in 2009, is located 25 feet from the road and 65 feet from the closest neighboring structure. In addition to the shed, the applicant also has an attached garage and an additional 12' x 20' shed. Although the property has a change in elevation, staff believes the shed could be moved west to meet the required setbacks. Staff recommends denial of the request as the request does not preclude the applicant from reasonable use of the property, approval of a variance could set a precedent for other encroachment setbacks, and there is a lack of practical difficulties. Staff did not receive any comments from surrounding property owners.

Chair Hark asked what information a citizen would be given when calling regarding a permit.

Ms. Botten replied that someone calling the Inspections Department regarding the need for a permit for a 10' x 12' structure would be told a permit is not needed. They would also likely be referred to the Planning Department and told they were required to meet impervious surface and setback standards.

Commissioner Simon noted there was an additional metal shed next to the 12' x 20' shed which looked like it was within the front setback as well.

Commissioner Maggi asked if that had different standards as it was not a permanent structure.

Ms. Botten replied in the affirmative.

Commissioner Wippermann asked how many accessory buildings were allowed on this property.

Ms. Botten replied only one detached accessory structure was allowed; however, a structure 10'

x 12' in size or smaller would not count towards that number.

Commissioner Lissarrague stated the existing privacy fence blocked most of the view of the shed.

Opening of Public Hearing

Chair Hark advised that the applicant was not present.

Aida Schaefer, 8450 Alta Avenue East, stated she owned the two lots at the end of the dead end street, just past the applicant's property. She stated the property looked cluttered and adversely impacted the aesthetic and financial value of her home. She advised that the fence was not very high and was not a complete enclosure; therefore, the three accessory structures were visible from the street. She stated it seemed as if the intent of the ordinance was not to have numerous structures on a property; however, potentially the applicant could have several structures provided they were 10' x 12' or smaller. She stated the subject property was not visually consistent with the rest of the homes along that street and she recommended that the request be denied.

Planning Commission Discussion

Commissioner Gooch stated he did not support the request as it did not meet the variance criteria.

Chair Hark agreed with Commissioner Gooch, stating there appeared to be ample room to move the shed to the west.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Maggi, to deny the request for a variance to allow an accessory building 10 feet from the front property line whereas 30 feet is required, based on the rationale stated by staff in the planning report, for the property located at 8373 Alta Avenue

Motion carried (8/0). This item goes to the City Council on February 25, 2013.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: February 14, 2013 **CASE NO.:** 13-03V

HEARING DATE: February 19, 2013

APPLICANT AND PROPERTY OWNER: John Geiske

REQUEST: A variance from the front yard setback requirements

LOCATION: 8373 Alta Avenue

COMP PLAN: LDR, Low Density Residential

ZONING: R-1A, Single-family Residential

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

BACKGROUND

The applicant is requesting a 20 foot variance to allow a 10' x 12' storage shed 10 feet from the front property line whereas 30 feet is the required setback. The shed was installed around 2009. The applicant worked with a contractor who called the City and asked if a permit was required to install the shed and was told a permit was not required. Even though a permit was not required setbacks would still have to be met, which the applicant and contractor were unaware of. The City became aware of the location of the shed when a complaint was submitted. The applicant is requesting a variance to keep the shed 10 feet from the front property line.

The applicant's property is abutting a lake and changes elevation over 40 feet from the front of the property to the back. The shed is located 25 feet from the road and 65 feet from the closest neighboring structure. In addition to the 10' x 12' shed the applicant has an attached garage and a 12' x 20' shed.

SPECIFIC REQUEST

The following specific application is being requested:

- A.) A **Variance** to allow a shed to be located 10 feet from the front property line whereas 30 feet is the required setback.

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

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

EVALUATION OF REQUEST:

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

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

The zoning code allows for certain encroachments into the front yard setback area. A shed is not one of the allowed encroachments therefore the request does not meet the intent of the zoning ordinance. The shed does meet all other setbacks and zoning requirements including building materials and impervious surface. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as residential.

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

The property does have a change in elevation but in this case, the shed could be moved west and meet the setback requirements. Setback standards are not precluding the homeowner from reasonable use of the property as the property has an attached garage and a separate detached structure.

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

The property does have some topographical restraints and is limited in buildable area. Some change in grade may have to be done but the shed could be moved to meet setback requirements.

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

One of the functions of a front yard setback is to maintain consistency of structure placement and aesthetic qualities from street view. Even though the applicant lives at the end of a dead-end road allowing a shed 10 feet from the property line could set a precedent for other shed encroachments on single family lots.

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

Economic considerations do appear to be a basis for this request. The property owner would have to hire someone to move the shed in addition to changing the grade of his property to relocate the shed.

ALTERNATIVES

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

A. Approval If the Planning Commission finds the setback variance to be acceptable, the Commission should recommend approval of the request as submitted.

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

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for other encroachment setbacks.
3. Staff does not believe there are practical difficulties in complying with the official control as the shed could be moved to the west complying with setback requirements.

RECOMMENDATION

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

Staff believes the 20' variance request is a significant request and the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Site Plan
Exhibit C – Topographical Map



John Geiske Case No. 13-03V

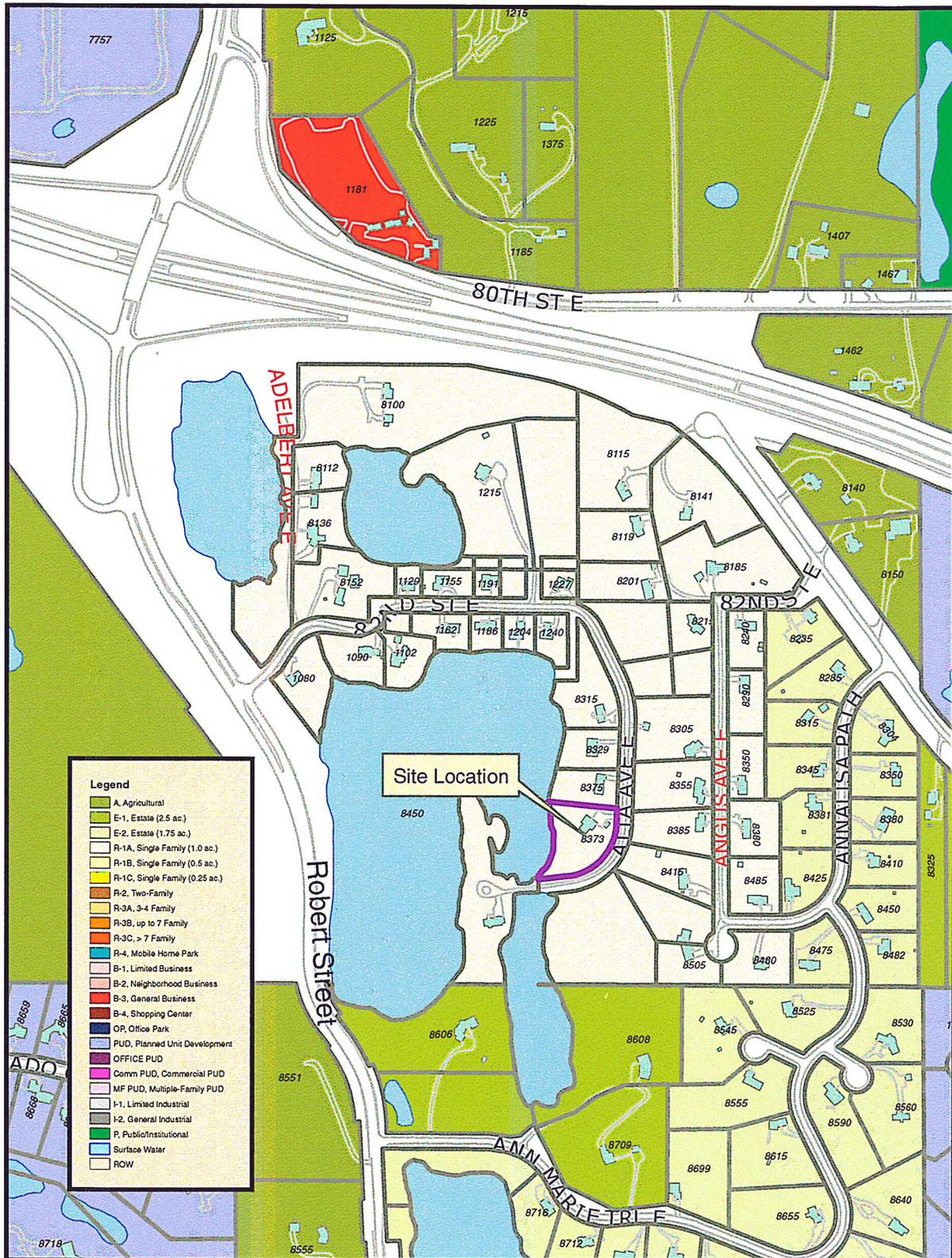
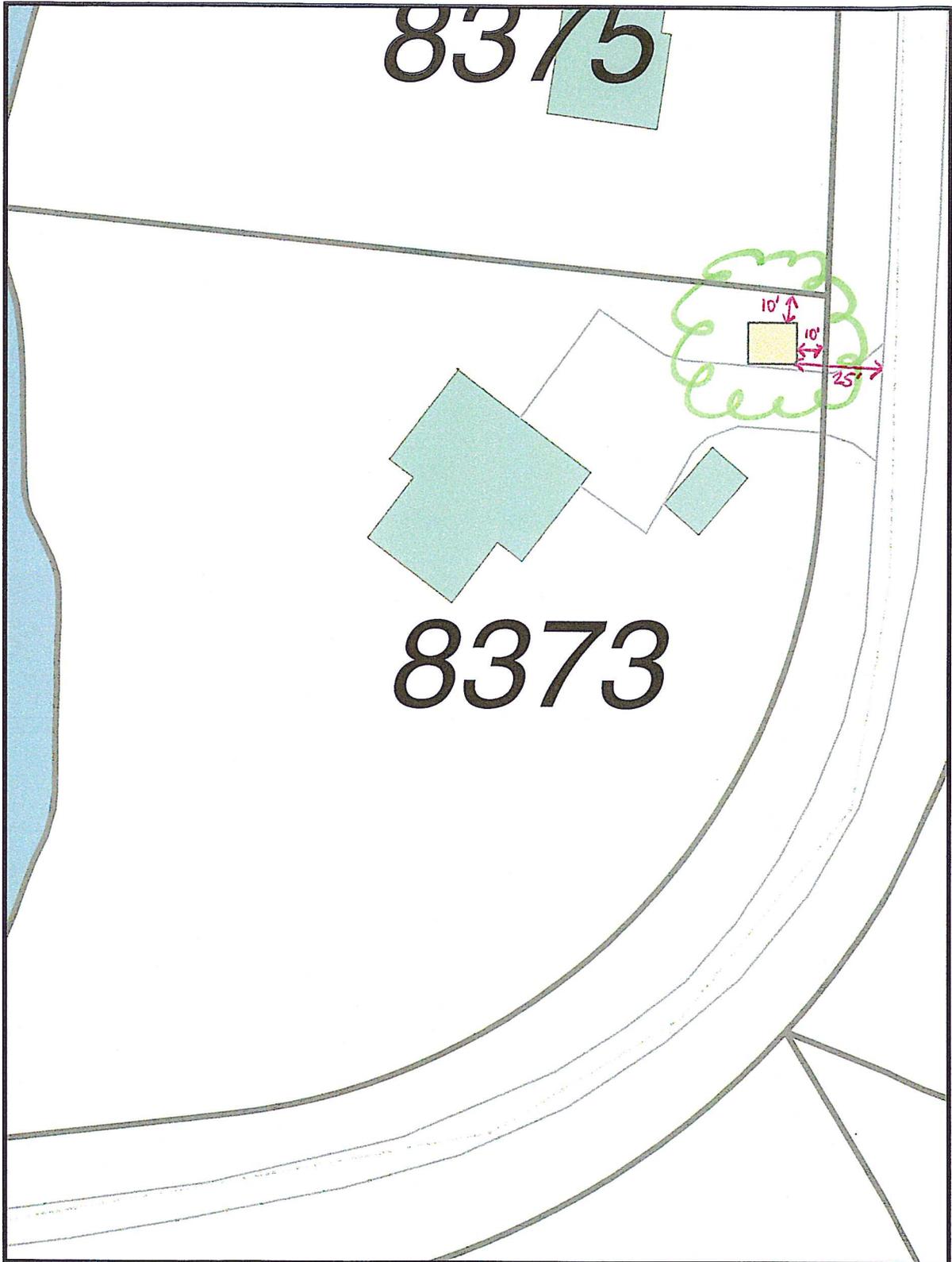


Exhibit A
Zoning and Location Map

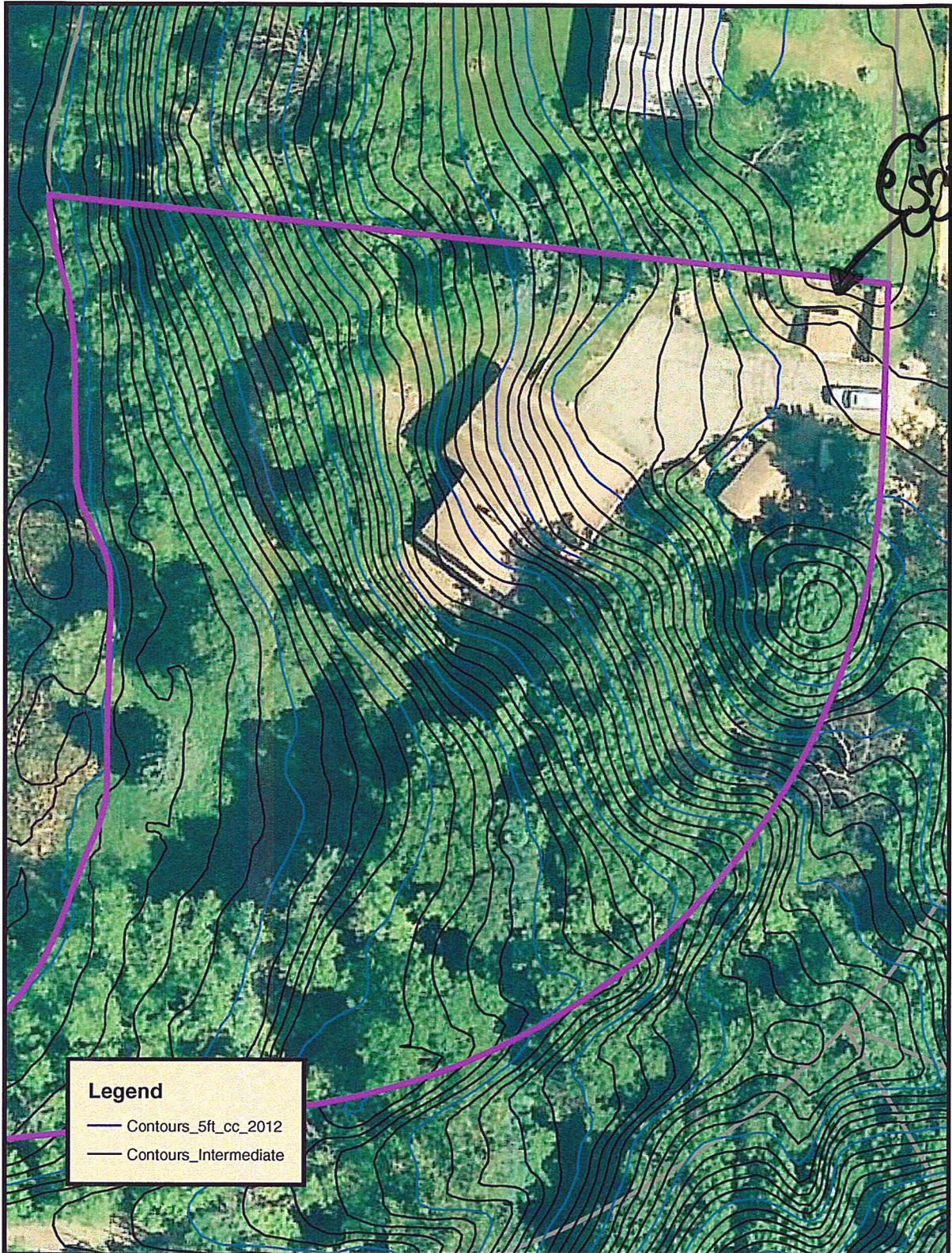


8373 Alta Avenue
Shed Variance





John Geiske
Case No. 13-03V

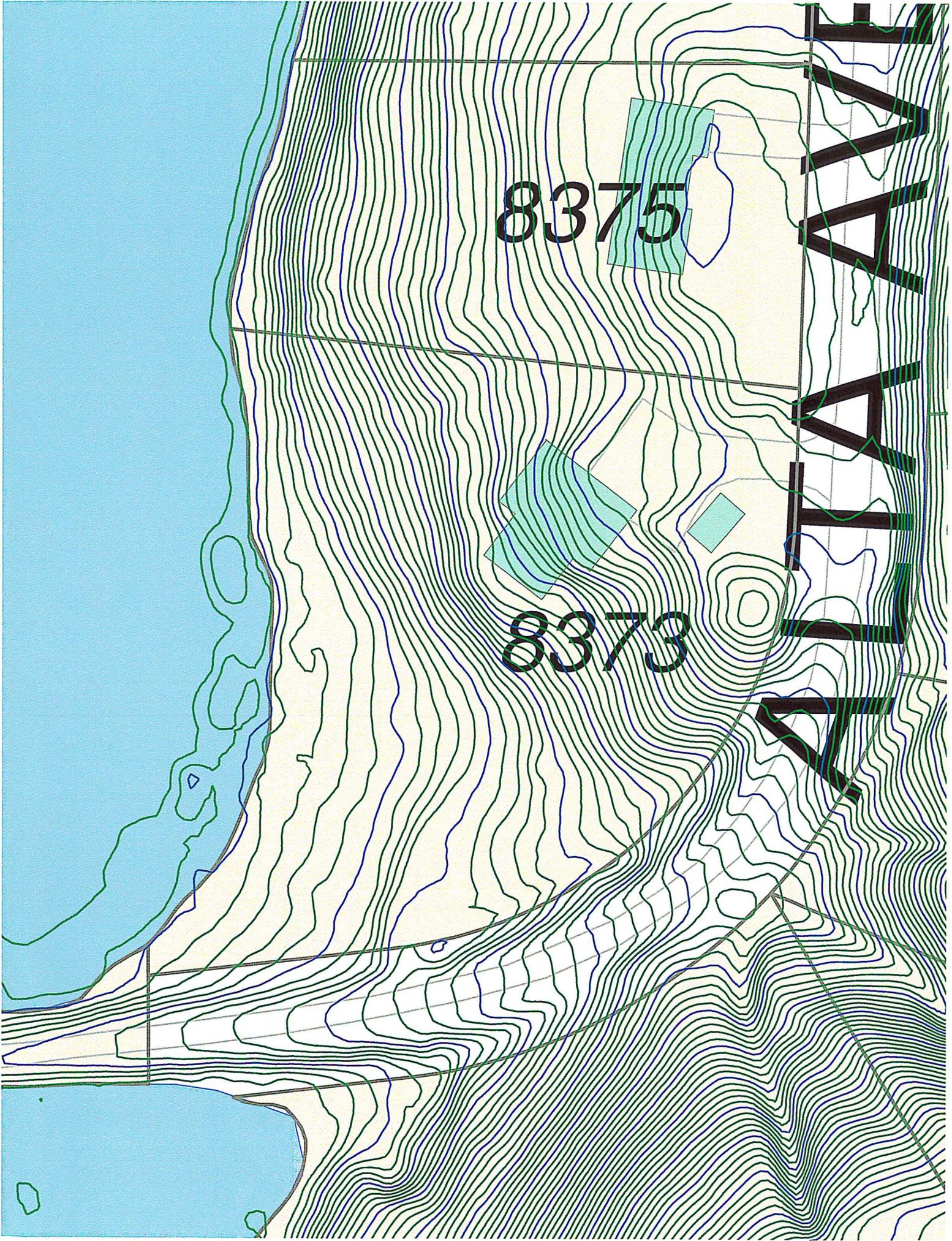


Legend

- Contours_5ft_cc_2012
- Contours_Intermediate



Exhibit C
Topographical Map



8375

8373

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REVIEW AND DISCUSS DRAFT ORDINANCE REGULATING THE FEEDING OF DEER

Meeting Date: February 25, 2013
 Item Type: Regular
 Contact: JTeppen
 Prepared by:
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider the first reading of an ordinance setting forth regulations on the feeding of deer within the City.

SUMMARY At its January 14, 2013 work session, the City Council reviewed and discussed the proposed ordinance language regarding the feeding of deer within the City. This discussion followed resident complaints of deer feeding on landscape materials. They state that their neighbors feed the deer, which brings the deer into their neighborhoods.

In previous conversations with the DNR, they have advised the City that generally problems are caused by human development moving toward natural habitat, overpopulation of animals, and excessive feeding. The result is that controls on the feeding of animals and wildlife are necessary to protect property and health of animals and humans alike.

The DNR is concerned that overfeeding may encourage large numbers of animals to congregate in feeding areas. It could make it easier for diseases to be passed among animals. That is of special concern with the possible introduction of CWD (Chronic Wasting Disease) into Minnesota.

In addition to the property damage to landscapes and gardens, disruption of normal routes for animals may cause increased traffic accidents involving wildlife. If byproducts of feeding, such as seed hulls, shells, and spilled corn are not regularly cleaned up they may become a nuisance by attracting rodents and other vermin.

A press release was sent to the Minneapolis Star Tribune, The Saint Paul Pioneer Press, the SouthWest Review and to the online news outlet, Patch. A piece will be in the upcoming issue of Insights (set to be delivered to residents on March 5), it's on the home page of the City's web site, and on the City's Facebook page. As of the writing of this item, there have been no comments or questions submitted to staff. Should any come, they will be forwarded to the City Council.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, CHAPTER X, SECTION X, MEETINGS

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title X, Chapter X, Section X is hereby amended in its entirety to read as follows:

X-X-X DEER FEEDING

- A. Findings and Purpose: The City Council finds that feeding of deer contributes to a high deer density in the City which in turn causes a threat to the public health, safety and welfare. The high deer density has resulted in damage to landscapes and damage to the understory of wooded areas. Further, the high deer density causes an increased potential for accidents between vehicles and deer and increased potential for contact with deer ticks that could result in Lyme disease.

PROHIBITION

- A. No person shall feed deer within the City of Inver Grove Heights. For purposes of this section, feeding shall mean providing grain, fruits, vegetables, nuts, hay or other edible material, either on the ground or at a height of less than five (5) feet above the ground, in a manner that attracts or is designed to attract or is likely to attract deer on a regular basis. Living food sources, such as a fruit trees, or other live vegetation, shall not be considered as deer feeding.

EXCEPTION

- A. The prohibition contained in the above section shall not apply to veterinarians or governmental game officials, who in the course of their duties have deer in their custody or under their management. Further, the prohibition contained in the section above shall not apply to a Minnesota of Department of Natural Resources deer management program approved by the City of Inver Grove Heights.

PENALTY

- A. Violation of this Section shall be a misdemeanor.

Section 2. 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 March, 2013.

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk