

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MAY 13, 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. Minutes – April 22, 2013 Regular City Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending May 8, 2013 _____
 - C. Accept and Approve Comprehensive Annual Financial Report for the Year Ended December 31, 2012 and the Auditor’s Communications Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance _____
 - D. Approve Custom Grading, Fill and Encroachment Agreements for Lot 7, Block 1, Orchard Trail 1595 86th Court East _____
 - E. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 7533 Alpine Court (Lot 2, Block 3, Argenta Hills 2nd Addition) _____
 - F. Agreement for 2013 Citizen-Assisted Lake Monitoring Program (CAMP) _____
 - G. Resolution Approving Improvement Agreement and Storm Water Facilities Maintenance Agreement for Povolny Specialties Company located at 7350 Courthouse Blvd. _____
 - H. Resolution Approving Compromise Agreement and Settlement Stipulation, Order and Judgment between ABE Investments, LLC and the City of Inver Grove Heights relating to City Project No. 2001-12 _____
 - I. Approve 2012 Business Survey _____
 - J. Accept Donation to Inver Grove Heights Police Department _____
 - 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. 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 _____
- B. BRIAN & JULIE LEHMAN;** Consider an Ordinance Amendment to Allow Dog Grooming as a Conditional Use in A, Agricultural and E-1, Estate Residential Zoning Districts _____
- C. JOE AMUNDSON (J&B AUTO SALES);** Consider Resolution and related Documents relating to a Conditional Use Permit Amendment to Expand the Automobile and Off Highway Vehicle Sales Lot on the Property Located at 6360 Concord Boulevard _____
- D. CITY OF INVER GROVE HEIGHTS;** Consider the following actions regarding Ordinance allowing Urban Chickens:
- i) Third Reading of an Ordinance Amendment to Allow Chickens in Single Family Residential Areas _____
 - ii) Approve Resolution Adopting a License Fee for Urban Chickens _____
 - iii) Approve an Ordinance Amendment to the Zoning Ordinance Allowing Chickens in the E-2, R-1A, R-1B, R-1C and R-2 Zoning Districts _____

ADMINISTRATION:

- E. CITY OF INVER GROVE HEIGHTS;** Consider the Third Reading of an Ordinance Regulating the Feeding of Deer _____

PUBLIC WORKS:

- F. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Ordering the Project and Receiving the Bids for City Project No. 2011-15, Orchard Trail Stormwater Improvements _____

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 MEETING
MONDAY, APRIL 22, 2013 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, April 22, 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, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Parks and Recreation Director Carlson, and Deputy Clerk Kennedy

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Mayor Tourville removed Item 4J from the Consent Agenda.

Councilmember Madden removed Item 4O from the Consent Agenda.

- A. i) Minutes – April 1, 2013 Council Study Session
ii) Minutes – April 8, 2013 Regular Council Meeting
- B. **Resolution No. 13-41** Approving Disbursements for Period Ending April 17, 2013
- C. Pay Voucher No. 1 for City Project No. 2006-08, Asher Water Tower Replacement
- D. Change Order No. 2, Final Compensating Change Order No. 3, Final Pay Voucher No. 3, Engineer's Final Report and **Resolution No. 13-42** Accepting Work for City Project No. 2010-41, T.H. 3 Turn Lanes at Autumn Way
- E. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 8255 College Trail
- F. Approve Custom Grading Agreement and Indemnification Agreement for 10130 Adam Avenue
- G. **Resolution No. 13-43** Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project No. 2011-02, Concord Boulevard Basin at 78th Street
- H. **Resolution No. 13-44** Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project No. 2011-15, Orchard Trail Storm Water Improvements
- I. **Resolution No. 13-45** Approving and Ratifying the Submittal of a Grant Application for a TMDL Storm Water Grant with Minnesota Pollution Control Agency (MPCA) for City Project No. 2013-03, SP 27 Storm Water Facilities Repairs
- K. Accept and Approve Proposal from Braun Intertec Corporation for Street Geotechnical Exploration for the Five Year Pavement Management Program Plan
- L. Approve Purchase of Indoor Sweeper for Veterans Memorial Community Center
- M. Approve Joint Powers and Easement Agreement with Dakota County for the Construction of Trailhead Facilities on City Property Located at 4465 66th St
- N. Approve Turf Care Products in the Park System for 2013
- P. Approve 2013-2014 Collective Bargaining Agreement with Law Enforcement Labor Services (LELS), Local 84
- Q. **Resolution No. 13-47** Approve the 2012 Budget for the Economic Development Authority Fund
- R. Approve Amended Joint Powers Agreement with Dakota County for Purpose of Establishing a Pharmaceutical Drug Disposal Program
- S. Approve Appointment of Assistant Fire Chief to Full Time, Permanent Status

T. Personnel Actions**Motion by Madden, second by Piekarski Krech, to approve the Consent Agenda****Ayes: 5****Nays: 0 Motion carried.**

J. Accept Quotes and Approve Proposal from SEH, Inc. for a Wetland Delineation Report for City Project No. 2012-07, Bohrer Pond Northwestern Pre-Treatment Basin Restoration

Mayor Tourville stated he would abstain from voting.

Motion by Madden, second by Bartholomew, to accept quotes and approval proposal from SEH, Inc. for a Wetland Delineation Report for City Project No. 2012-07, Bohrer Pond Northwestern Pre-Treatment Basin Restoration**Ayes: 4****Nays: 0****Abstain: 1 (Tourville) Motion carried.****O. Consider Naming of Park Land**

Jim Huffman explained the reason the Parks and Recreation Advisory Commission proposed the name Swing Bridge Park was because a number of artifacts were collected from Dakota County that represent the history of the Rock Island Swing Bridge and the proposed name would tie into the display of the artifacts.

Mr. Carlson stated the proposal recommended by the Parks and Recreation Advisory Commission was related specifically to the 17 acres surrounding the Rock Island Swing Bridge. The recommendation is to designate the 17 acres as Swing Bridge Park. He explained a recommendation would be brought forward in the future for the separate area now known as Heritage Village Park.

Councilmember Piekarski Krech opined that Heritage Village Park is such an overused name and she would like to see a name that is more indicative of Inver Grove Heights.

Mayor Tourville clarified the County facilities would be part of Swing Bridge Park.

Mr. Carlson explained the County facilities would be located within the park. The City would own the land and the County would own some of the facilities. He stated a maintenance and ownership agreement would be presented to Council in the near future.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 13-46 Approving Name of Park Land**Ayes: 5****Nays: 0 Motion carried.****5. PUBLIC COMMENT:**

Vance Grannis Jr., 9249 Barnes Avenue, stated April 22nd was Earth Day and questioned what the Council and the City were doing to protect the planet. He explained he would like to be able to brag in the future that Inver Grove Heights is the "greenest" City that is the most forward thinking in terms of promoting energy saving technologies. He stated in order to achieve that goal the City needed to update its current ordinances to recognize those technologies. He suggested that the Environmental Commission be tasked with making recommendations to the Council as far as what the City could do to encourage residents and developers to utilize energy saving technology. He noted an existing ordinance contained a problem with respect to wind technology because it was written many years ago when the City was dealing with the large wind turbines on a 200 foot pole. There is now a different type of wind turbine, called a vertical axis, which is mounted on a light pole and is much smaller in scale. The vertical axis model is designed in such a manner that birds will not fly into them and they are completely quiet. In Cook County the ordinance was

changed to accommodate a vertical axis. He requested that the City update its current regulations to make it easier and less expensive to install a vertical axis wind turbine. He offered to draft an ordinance similar to what was adopted in Cook County.

Mayor Tourville clarified the ordinance would be amended to add the vertical axis model as an option in addition to the larger wind turbines.

Mr. Grannis confirmed the ordinance would be amended to reflect a simpler procedure to deal with the smaller, vertical axis model because they do not need the requirements and regulations that would apply to the larger models. He asked the City Council to refer the ordinance amendment to the Planning Commission. He noted he would provide the City Attorney with a copy of his draft ordinance for review and comment prior to the Planning Commission meeting.

Mayor Tourville suggested that staff prepare the information to take it to the Planning Commission.

Mr. Grannis stated staff has had the information for over a year and has not had the time to research the issue and bring it forward for consideration.

Councilmember Madden stated he would like a lot more discussion on the issue because of concerns about fitting the structures in with current building and zoning regulations.

Councilmember Bartholomew questioned what barriers exist in the current City Code that would prevent someone from installing a vertical axis turbine.

Mr. Grannis stated the vertical axis turbine required a conditional use permit, was limited to certain areas of the City, and required extensive setbacks.

Councilmember Bartholomew questioned if any other cities in the metro area have regulations that would allow vertical axis turbines.

Mr. Grannis stated they are allowed in St. Paul and was not aware of any others.

Councilmember Piekarski Krech opined the City did need to be more proactive in keeping the City Code up to date to allow residents and businesses to take advantage of the technologies that are available to them.

Councilmember Madden suggested that staff prepare the information and bring it to a work session for discussion. He stated he does not want to rush into anything without discussing the information.

Councilmember Bartholomew clarified the intent was to provide the information to staff to move it through the system and onto the Planning Commission as quickly as possible.

Mayor Tourville stated staff may want to discuss the information with Council during a work session before taking it to the Planning Commission.

Motion by Mueller, second by Piekarski Krech, to receive the information submitted by Mr. Grannis and to direct staff to place the item on an upcoming work session agenda for discussion

Ayes: 5

Nays: 0 Motion carried.

Joe Harms, 4455 66th St., stated he would be curious to know how much time and money was invested into the Mendota Heights Par 3 Golf Course maintenance proposal. He opined there are many more important issues that need to be addressed in the City. He questioned why the rezoning of parcels along 66th Street was not completed prior to a project being started. He stated he received approval in 1991 for a street and alley vacation that is still not reflected on the certificates of title for both pieces of his property. He questioned why the issue still had not been addressed by staff.

Mr. Lynch stated he had been working with the City Attorney to address Mr. Harm's concerns regarding the street and alley vacation.

Mr. Kuntz stated the necessary information was submitted to Dakota County and he would follow up to determine why it was not reflected on the certificates of title.

Terry Piper, Commander of VFW Post 295 in South St. Paul, invited the Council and residents of the City to attend the annual Memorial Day parade and service at Oak Hill Cemetery. He discussed the Veterans of Foreign Wars State Commander's mission and read a letter detailing the State Commander's "Ride for Healing" project. The event was chosen as a fundraiser for the Vietnam Education Center in Washington D.C. As part of the event, Vietnam Veterans will be recognized throughout the State. The week-long event will begin on Memorial Day at the Minnesota State Capitol and will culminate on June 1st in the Brainerd Lakes area. Four (4) teams of motorcycle riders will travel through the four (4) corners of the State and stop at VFW Posts along their journey to Brainerd. Community events will be held to honor and thank Vietnam Veterans. The South St. Paul VFW will host an event on May 29th from 2:45 to 3:45 as the caravan rides through. He invited the community and all Vietnam Veterans to attend the ceremony.

Mayor Tourville thanked the VFW and stated the information would be posted on the City's website.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Public Hearing to Order City Project No. 2013-09E, 2013 Pavement Management Program – Henry Avenue Bituminous Pavement Removal and Replacement

Mr. Kaldunski stated the project was a joint effort with the City of South St. Paul. The portion of the project in Inver Grove Heights would affect two (2) properties, one (1) owned by Xcel Energy and one (1) owned by Frattalone's Dawn Way Landfill. It was proposed that 75% of the project costs be assessed. He noted he had been in contact with the owners of the two (2) properties proposed to be assessed.

Motion by Piekarski Krech, second by Madden, to close the public hearing.

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 13-48 Ordering City Project No. 2013-09E, 2013 Pavement Management Program – Henry Avenue Bituminous Pavement Removal and Replacement

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider Approval of Temporary On-Sale Intoxicating Liquor License for St. Patrick's Catholic Church, 3535 72nd St. E.

Ms. Kennedy explained St. Patrick's Catholic Church applied for a temporary on-sale intoxicating liquor license in conjunction with their annual fall festival on September 13th, 14th, and 15th. She stated similar licenses had been issued to the Church for past events and no issues were experienced. She noted a certificate of liquor liability insurance would be provided prior to the event.

Motion by Madden, second by Bartholomew, to close the public hearing.

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Bartholomew, to approve Temporary On-Sale Intoxicating Liquor License for St. Patrick's Catholic Church Annual Fall Festival on September 13, 14, and 15, 2013 for property located at 3535 72nd St. E.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:**ADMINISTRATION:****A. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Regulating the Feeding of Deer

Ms. Teppen explained the proposed ordinance was revised as per Council direction at the regular meeting on April 8th. The map was updated to expand the deer feeding zone to include areas to the west of Inver Grove Trail and to the north along the Mississippi River. She explained staff discussed the question of enforcement with respect to both the deer feeding and chicken ordinances. It was determined that the police would enforce the regulations related to the feeding of deer and the code compliance specialist would enforce the regulations for chickens.

Mayor Tourville questioned why that determination was made.

Mr. Lynch explained the enforcement of the deer feeding regulations would be occasional, while enforcement of the chicken regulations would be of a more personal nature and would require site inspections by someone with knowledge of and familiarity with zoning code regulations. He stated enforcement of the deer feeding regulations would require site observations that could be handled by the Police department.

Councilmember Bartholomew questioned if any additional comments had been received from the public with respect to the map or the revisions that were made to the draft ordinance.

Ms. Teppen responded in the negative.

Councilmember Piekarski Krech stated she was confused regarding Section 5-10-2, 2(b) and 2(c) because one is a provision for a height requirement and the other is a provision for keeping feed in a feeder.

Mr. Kuntz explained on the first page of the ordinance, subparts a, b, and c are each exceptions that are stated in the disjunctive to mean either/or.

Councilmember Bartholomew questioned how the issue of individuals who want to feed birds from the ground would be addressed. He stated there are some birds that need to be ground fed because they won't eat from a feeder. He suggested implementing language that would allow birdseed mixtures, fruits, grains, vegetables and nuts on the ground, but not in excess of two (2) pounds. An amount small enough so that it will not attract deer but would take care of the individuals that want to feed small animals and birds from the ground.

Mr. Kuntz stated a statement to that effect could be added as another exception.

Councilmember Madden agreed it should be added.

Councilmember Bartholomew stated he heard concerns from several residents regarding vegetation that has died off or been killed by frost. He suggested both examples be added as exceptions to the prohibition section that would not be violations of the ordinance. He questioned if the exceptions listed in 5-10-3 were necessary given that they applied to agencies outside of the City's jurisdiction.

Mr. Kuntz recommended that the section remain in the ordinance because there are instances in which the agencies identified would have to abide by the regulations set forth by local ordinance.

Mayor Tourville outlined the contents of the map and identified the designated "no feeding" zones.

Ms. Teppen noted the map would be posted on the City's website.

Mr. Kuntz reviewed the two (2) additional exceptions that were discussed by Council. The first would relate to vegetation that is left in place after it has died or after a frost. The second related to leaving or placing on the ground of not more than four (4) pounds of feed, grains, vegetable, fruits, nuts, etc.

Amy Hunting, 2645 96th Street, stated she felt the ordinance was very clear and well done. She thanked the Council for taking all opinions into consideration.

Mayor Tourville stated some residents along Inver Grove Trail were not in favor of being added into an area in which feeding would be allowed because they have had issues with illegal bow hunting and residents felt allowing the deer to be fed would send the wrong message.

Councilmember Bartholomew opined the intent is not to promote deer feeding. He noted deer feeding already happens and the regulations would merely confine it to specific areas within the City.

Motion by Piekarski Krech, second by Madden, to approve the Second Reading of an Ordinance Regulating the Feeding of Deer with the changes as noted.

Ayes: 5

Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

B. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amendment to Allow Chickens in Single Family Residential Areas

Mr. Hunting explained the ordinance would allow chickens in single family residential areas whereas they are currently allowed only in Agricultural and E-1 districts without restrictions. He noted the proposed ordinance would have no impact on the existing zoning districts where chickens are allowed. Council reviewed the proposed ordinance on April 8th and directed staff to make several changes. The notification requirement was changed so only the directly abutting properties would be notified. The language with respect to licensing was modified to spell out the specific criteria. Licensure was set up as an administrative process and a section was added, in conjunction with the notification process, which would trigger a Council review if a directly abutting neighbor submitted an objection to the proposed license within the specified time period. All applications would be reviewed by staff, including a site inspection of the applicant's property. He explained the maximum number of chickens allowed was set at five (5). Tractor Supply was contacted for information regarding their purchase policy and it was determined that their company-wide policy required chickens to be purchased in groups of six (6) to deter customers from purchasing individual chicks solely for use as a pet.

Mayor Tourville stated his recollection was that Council had previously agreed to raise the maximum to six (6).

Councilmember Madden agreed that the number should be increased to six (6).

Mr. Hunting stated the language prohibiting chickens being kept in a garage was removed to address issues with inclement weather. References to building code compliance for the coops were also removed, although the coops would still have to be reviewed for zoning code compliance. The requirement for daily cleaning of the coop was modified to reflect that the area needed to be maintained in healthy and clean conditions. With respect to license fees, staff checked with the cities of Eagan and Farmington as each city recently implemented a licensure process for chickens and it was found that the permit range from \$50 to \$100. He noted the process in each of the cities was more extensive than what is proposed in the Inver Grove Heights draft ordinance, although both did include similar site inspection requirements. The fee would be a Council decision.

Councilmember Piekarski Krech questioned if staff had a suggestion for the fee.

Mr. Hunting explained staff had briefly discussed the license fee, but had not had a chance to break down the cost that would be involved in terms of staff time to process and review applications. He noted the fee would be dependent on Council's policy decision regarding site inspections.

Councilmember Piekarski Krech opined no site inspection was needed prior to license approval unless a complaint was received.

Councilmember Mueller agreed site inspections should be done only a complaint basis.

Councilmember Piekarski Krech suggested the requirement to keep the chickens in the coop or the run at all times be modified to require that the chickens be confined on the premises.

Mr. Hunting stated the proposed ordinance did not include a minimum or maximum size for the run. He explained the intent is for the chickens to be required to be fenced in or contained in an area. The area could be the entire backyard. The proposed ordinance included a ten (10) foot setback from property lines.

Councilmember Bartholomew stated an email was received requesting that Council consider allowing chickens, without a permit, in the E-2 and R-1A zoning districts. He noted he would be in favor of permitting chickens in the E-2 district.

Councilmember Piekarski Krech questioned why the City chose to not allow chickens in the E-2 and R-1A zoning districts.

Mr. Hunting stated they were excluded from the E-2 and R-1A districts because it was felt that those were smaller areas that had much more of a residential use than Agricultural or E-1 properties.

Councilmember Piekarski Krech questioned the address requirements of the license application section. She stated the address of the real property owner should be the same as the person applying for the permit. She suggested the requirement prohibiting construction of the “coop or run prior to time of construction of the principal structure” should be changed to “prior to the time of occupancy of the principal structure”.

Mayor Tourville stated some cities have had issues with rental properties and that is why the application asks for the address of the real property owner. The intent is to prevent a renter from keeping chickens without the property owner’s knowledge or consent.

Councilmember Piekarski Krech suggested that the licensing provision related to a late fee charge be removed.

Councilmember Mueller questioned if a fee would be required for renewal of a license.

Ms. Kennedy stated licenses would be issued in two year periods. After a license expires a new license would need to be obtained for the corresponding fee.

Mayor Tourville suggested \$25 as a starting point for the fee.

Councilmember Mueller questioned how much a dog license costs.

Ms. Kennedy stated a dog license cost \$12 if the dog was spayed or neutered and \$20 if the dog was unaltered.

Councilmember Bartholomew questioned if roosters and adult males were the same.

Councilmember Piekarski Krech stated a rooster was an adult male chicken, but one could have an adult male chicken that is not a rooster if it has been caponized.

Councilmember Bartholomew suggested violations of the ordinance be changed to a petty misdemeanor.

Mr. Kuntz stated the issue was ultimately a Council decision. He explained a petty misdemeanor does not allow any court to impose jail time. Punishment would be in the form of a fine.

The Council agreed to make violations of the proposed ordinance a petty misdemeanor.

Jill Sampson, 8660 Ann Marie Trail, stated she was in favor of the proposed ordinance and demonstrates that the City has a better understanding of urban chickens. She requested that Council consider permitting chickens in the E-2 district without a license and no limit on the maximum number. She stated it would be nice if the chickens were allowed to be outside of the coop or run.

Councilmember Piekarski Krech questioned what the minimum lot size was for an E-1 property.

Mr. Hunting stated the minimum lot size for an E-1 property was 2.5 acres. For an E-2 property the minimum was 1.75 acres and R-1A was 40,000 square feet.

The Council agreed to permit chickens on E-2 properties without a license.

Councilmember Piekarski Krech stated the language in condition G, number (8), was confusing because it implied that the run also needed to have a roof.

Mr. Hunting stated that was not the intent and clarified the run did not have to be roofed.

Councilmember Piekarski Krech questioned if “directly abutting” was the same as contiguous.

Mr. Hunting stated the normal notification process refers to abutting properties. He noted the word contiguous could be added for purposes of clarification.

Mayor Tourville clarified no additional notification, beyond the application, would be required if an applicant’s property directly abuts City property.

Motion by Piekarski Krech, second by Bartholomew, to approve the Second Reading of an Ordinance Amendment to Allow Chickens in Single Family Residential Areas with the changes as noted.

Ayes: 5

Nays: 0 Motion carried.

C. PAUL BUTE; Consider a Resolution relating to a Variance to allow a 2,400 Square Foot Accessory Structure on a Lot Less than 5.0 Acres in Size for Property Located at 10016 Barnes Avenue

Mr. Link reviewed the location of the property. The property is 4.39 acres in size and the ordinance states lots under five (5) acres cannot have an accessory building exceeding 1,600 square feet. The variance is a request to construct an accessory building 2,400 square feet in size. The lot was created in the early 1970’s and at that time the City’s definition of lot size for zoning purposes included the road easement. In 2002 the City changed the definition of lot size to exclude the road easement; therefore the property became recognized as less than five (5) acres. With the change to the definition the size of the accessory structure became restricted to 1,600 square feet. The practical difficulty relates to the change in the City’s ordinance which altered the definition of lot size. The proposed accessory structure would fit well in the neighborhood as there are other structures similar in size and it would not negatively impact any surrounding properties. Both Planning staff and the Planning Commission recommended approval of the variance.

Councilmember Piekarski Krech questioned if all of the lots in the development were reduced in size because of the definition change.

Mr. Link stated he was unsure how the definition change affected the other properties in the development. He noted the applicant’s property was unique because it was a corner lot and had a road easement removed along two (2) sides of the property.

Dave Fleischhaker, 10300 Brent Avenue, stated he was a neighbor of the applicant and he did not object to the variance request.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 13-49 relating to a Variance to allow a 2,400 Square Foot Accessory Structure on a Lot Less than 5.0 Acres in Size for property located at 10016 Barnes Avenue

Ayes: 5

Nays: 0 Motion carried.

D. MICHAEL & RUTH NEWBAUER; Consider a Resolution relating to a Variance to allow a New Home 20 Feet from the Front Property Line whereas 30 Feet is required for property located at 7930 Blanchard Way

Mr. Link reviewed the location of the property. The request is for a variance from the front yard setback to allow for the construction of a home. He noted the property has a somewhat unusual configuration. The property was platted in 1988 and has never been built on. Two (2) similar variances were approved in the past, however construction never occurred and the variance lapsed. The practical difficulty was related to the topography of the lot as the property drops off approximately 25 feet in the back, down to a wetland or

a pond. The buildable area is further reduced by a conservation easement held by the City over the slopes. The purpose of the conservation easement was to protect the steep slopes from runoff and erosion. Moving the house forward to the 20 foot setback mitigates the impact of the construction on the slopes. The proposed house would be a typical size for a residential property it would not be out of character in the neighborhood, and would be consistent with the comprehensive plan. The three (3) lots to the north were also granted variances from front yard setbacks prior to construction. Staff recommended approval of the variance with the practical difficulty being the topography of the lot and the precedent set by approval of similar variances for the property in the past. Planning Commission also recommended approval of the variance.

Karen Eichstadt, 7936 Blanchard Way, stated her house was located on the north side of the applicant's lot. She expressed concerns regarding problems experienced in the development. She stated the lots in the development look flat from the front, but are extraordinarily steep in the back and the 25 foot drop is almost vertical. She explained her property seems to shift and move and has not completely settled even though her house was constructed in 1994. The majority of the shifting and movement occurs on the south side of her lot. She stated their retaining walls have been fixed repeatedly and the ravine widened last fall after trees were removed in conjunction with drainage work on the pond. As the snow melted she observed a large break off of land that dropped three (3) feet off her property. Her main concern was that the proposed construction of the house would cause more significant shifting of the hill and affect the stability of the neighboring properties. She stated there has been no answer in terms of what would happen if the neighbors on either side experience significant erosion issues during construction of the home. She explained her intent was to prevent problems to her property before they occur.

Mayor Tourville asked Mr. Thureen if he had any suggestions from an engineering perspective. He opined the applicant cannot start digging the foundation and cause the neighbors house to collapse.

Mr. Thureen explained building code contains requirements pertaining to preparation of the lot to construct the foundation of the home. He stated the City Engineer has a site visit scheduled to look at the lot and the neighbors' concerns. He noted the project that was done on the pond has not been completed. Work will resume on the project once weather permits.

Ms. Eichstadt stated the building code and engineering specifications are meant to protect the home that is being built. She opined they would not protect the adjoining lots from being damaged.

Mayor Tourville stated the building and engineering specifications are in place to protect everyone. He explained he did not think the City would allow a house to be built without thinking about the impact on neighboring properties.

Mr. Link explained the question that was raised at the Planning Commission was would the City assure the neighbors there would be no damage and would the City accept liability. The response to those questions was no. The City has two (2) sets of regulations in place to protect both the applicant and the neighbors. Engineering regulations related to stormwater and erosion control, and a State building code requirement for an analysis of the soils. He explained when a building permit is pulled for a residence that is located on or near steep slopes the applicant is required to provide an engineering analysis of the soil and the soil's ability to support the structure. The footings and foundation have to be designed and approved by a professional engineer. The applicant would be required to comply with both regulations.

Ms. Eichstadt stated the type of damage that could occur to her home was not covered by homeowner's insurance and the City could not allow something like this to happen and assume someone else would take care of it and bear the responsibility. She reiterated she was trying to be proactive to mitigate the damages.

Mayor Tourville stated the applicant would be taking on the responsibility for damages that occur because of the construction on his property.

Mike Newbauer, applicant, stated his lot was the only one in the neighborhood that has a 2:1 slope from the top to the bottom and already has a gabion wall at the bottom. He explained he sat down with

engineering and planning before the lot was purchased and they saw no problem with constructing a home on the lot. He noted there was a tremendous amount of brush and grass clippings along the neighbor's property line that could also cause erosion issues.

Mayor Tourville stated there has been an issue with dumping on the empty lot.

Mr. Newbauer stated he has tried to clean the property up and put a stop to the dumping because the whole neighborhood knows it is happening.

Mayor Tourville questioned if the applicant could legally build on the lot.

Mr. Link responded the applicant could legally build with a variance.

Mayor Tourville clarified similar variances had been granted for other properties in the neighborhood.

Mr. Link stated that was correct.

Mayor Tourville asked the applicant if his contractor and engineer felt the home could be constructed safely.

Mr. Newbauer explained the footings of the house would be deeper than normal and more strength was added to the garage structure. He stated he has done everything that is required and researched all of the issues being discussed before he purchased the lot.

Ms. Eichstadt stated Mr. Newbauer has done a good job of trying to clean up the property and prevent dumping.

Carol Ferry, 7924 Blanchard Way, expressed concern regarding the stability of the property and the potential erosion that could occur as a result of construction. She stated the existing gabion walls on her property lose rocks every year and felt construction could cause the walls to be less stable than they already are.

Councilmember Piekarski Krech questioned who originally installed the gabion walls.

Ms. Ferry stated the builder who originally constructed the home in 2005. She provided pictures to demonstrate the steepness of the slope behind and next to her property.

Mayor Tourville opined the applicant wants to protect his investment just as much as the neighbors want to protect theirs and will likely do everything possible to prevent and protect against erosion.

Ms. Ferry presented photos of the erosion control measures at the base of her property. She explained the stakes that were put in place to mark the conservation easement have significantly shifted over time and the tarps are bulging with dirt that has eroded and washed away from her property above.

Mayor Tourville questioned if the erosion tarp was installed by the City.

Mr. Thureen stated that was perimeter erosion control that was installed as part of the original grading. Lots 11-14 were graded later than the other lots in the development and a land alteration permit was issued to facilitate the grading plan. Once the steep slope was graded it needed to have something in place to catch the runoff until the turf was established. He noted the control that was put in place did a good job of serving its purpose. He stated the tarps should have been removed a long time ago, when the slope was established because they no longer serve any purpose. Removal of the tarps would be the responsibility of either the builder or the property owner at that time.

Mayor Tourville questioned if the City would remove the tarps if the builder could not be located.

Mr. Thureen stated staff should be able to contact the party responsible and request removal.

Mayor Tourville stated if staff could not locate the responsible party the City should take the tarps out when the project on the pond is completed in the spring.

Ms. Ferry questioned what would prevent additional runoff and erosion once the tarps were removed. She stated she is concerned about the stability of the slope.

Mr. Link stated the City's responsibility is to assure that the City's regulations with respect to storm water and erosion control are met. The City also has the responsibility to see that the necessary engineering is done on the footings and foundation of the house and that the soil is able to bear the load of the weight of the house. Beyond those items it is the responsibility of the applicant and his contractor to make sure the project goes ahead in a reasonable manner.

Councilmember Piekarski Krech questioned what if the neighboring properties are disturbed in the course of digging the foundation for the new home.

Mr. Link stated if the project was not in compliance with the City's storm water regulations or the building code, then the City had the authority to do something.

Councilmember Piekarski Krech clarified if the City allows a house to be constructed and the neighbor's house falls into the ravine that would not be the City's responsibility.

Mr. Link explained if the construction was consistent with the engineered plans submitted to the City, then the City fulfilled the extent of its obligation. The City relies on the engineering of the building plans prepared by the applicant's contractor. The City does not engineer the house or the footings or any portion of the project.

Mayor Tourville stated the issue would become a civil matter because the applicant had the project engineered and constructed to specifications by a contractor. He opined the applicant is aware of the responsibility he bears in terms of making sure the project does not cause problems on any of the properties.

Ms. Ferry questioned if it would be possible to delay issuance of a building permit until a soil analysis is completed.

Mr. Link stated the building code requires that the foundations and footings be designed by a Minnesota licensed structural engineer and that they be designed considering the material of the soils, height of the slope, slope gradient, the load intensity, and the erosion characteristics.

Mayor Tourville confirmed the applicant would have to do all of those things up front, prior to issuance of a building permit. He asked if the applicant intended to comply with the requirements set forth.

Mr. Newbauer stated he had to get the original soil borings from the surveyor.

Councilmember Piekarski Krech questioned if the applicant would have to get current soil borings done on the property.

Mr. Link stated he would obtain an answer from the Chief Building Official.

Mr. Newbauer stated the borings were done when the neighbor's house was constructed in 2004.

Mayor Tourville stated the applicant's contractor or engineer would need to perform new borings to determine the current condition of the soil.

Mr. Newbauer stated he would get new borings done if that was a stipulation of the building permit.

Mr. Link reiterated if there are problems beyond the extent of the State building code or City ordinances it would become a civil matter between the property owners.

Councilmember Piekarski Krech stated she is also concerned by the fact that variances were granted for the same property in the past and a home was never constructed.

Mr. Link stated the City's regulations and the building code are more demanding and sophisticated now than they were in 1998 and 2003 when the other variances were approved.

Councilmember Bartholomew confirmed the question in front of the Council was whether or not the variance should be approved. The next step would be for the property owner to apply for the building permit. That process has best practice requirements and stipulations in place with respect to what the property owner must do to obtain the building permit. He stated once the property owner has met and fulfilled the best practice requirements he would be issued a building permit.

Mr. Newbauer clarified he would be required to meet all of the requirements of the State building code and City ordinances.

Mayor Tourville responded in the affirmative.

Mr. Newbauer stated he wants to do everything possible to ensure no damage is done to anyone's property.

Motion by Bartholomew, second by Mueller, to adopt Resolution No. 13-50 relating to a Variance to allow a New Home 20 Feet from the Front Property Line whereas 30 Feet is required for property located at 7930 Blanchard Way

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider an Ordinance Amendment Rezoning Three Parcels from I-1, Limited Industry to P, Institutional located along 66th Street at the Intersection of Doffing Avenue

Mr. Link reviewed the location of the properties, currently zoned industrial (I-1). The ordinance amendment would rezone the three (3) parcels to institutional (P) to make the parcels consistent with the current zoning of other City park property, the comprehensive plan, and the future trailhead of the Mississippi River Regional trail. He acknowledged that the rezoning should have been addressed earlier and stated it was an oversight on the part of the Planning staff. He noted there have been a number of instances, both for developments and City projects, where rezoning has been left until the end once all of the details and pieces have fallen into place. Planning staff recommended approval of the rezoning request to be consistent with the City's plans and the intended use of the property. The Planning Commission also recommended approval of the request.

Motion by Bartholomew, second by Madden, to adopt Ordinance No. 1263 Rezoning Three Parcels from I-1, Limited Industry to P, Institutional located along 66th Street at the Intersection of Doffing Avenue

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

F. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amending City Code Section 4-7-13 relating to Designated Trade Area Expenditures

Ms. Kennedy explained the item was previously discussed at the April 1st Council work session. Staff was directed to prepare an ordinance amendment that would clarify the language specifically related to trade area expenditure requirements. The amendment would not change the requirement or the intent of the ordinance.

Councilmember Piekarski Krech suggested adopting the ordinance in one reading because the proposed change was not substantive in nature.

Motion by Piekarski Krech, second by Madden, to adopt Ordinance No. 1264 Amending City Code Section 4-7-13 relating to Designated Trade Area Expenditures and to waive the requirement for three (3) readings of the ordinance

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN: Motion by Mueller, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 9:45 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 13, 2013
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of April 18, 2013 to May 8, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 8, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$546,703.48
Debt Service & Capital Projects	590,585.38
Enterprise & Internal Service	428,195.27
Escrows	14,508.10
	<hr/>
Grand Total for All Funds	<u><u>\$1,579,992.23</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period April 18, 2013 to May 8, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING May 8, 2013**

WHEREAS, a list of disbursements for the period ending May 8, 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	\$546,703.48
Debt Service & Capital Projects	590,585.38
Enterprise & Internal Service	428,195.27
Escrows	14,508.10
Grand Total for All Funds	<u><u>\$1,579,992.23</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of May, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 4/18/2013 - 5/8/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
3M	SS06045	05/01/2013	SS06045 Q0006	101.43.5200.443.60016	537.50
A & S TRAINING LLC	A&S# DS-P-13-1	05/08/2013	USE OF FORCE TRAINING	101.42.4000.421.50080	950.00
ACE PAINT & HARDWARE	515417/5	05/01/2013	2/15/13	101.44.6000.451.40040	44.97
ACE PAINT & HARDWARE	515434/5	05/01/2013	4/16/13	101.44.6000.451.40040	59.25
ACE PAINT & HARDWARE	515442/5	04/24/2013	4/16/13	101.42.4200.423.60011	10.14
ACE PAINT & HARDWARE	515471/5	05/08/2013	4/18/13	101.43.5200.443.60016	14.21
ACE PAINT & HARDWARE	515497/5	05/08/2013	4/22/13	101.43.5200.443.60016	5.32
ACE PAINT & HARDWARE	515511/5	05/08/2013	4/23/13	101.43.5200.443.60016	1.69
ACE PAINT & HARDWARE	515525/5	05/01/2013	4/23/13	101.42.4200.423.40040	2.78
ACE PAINT & HARDWARE	515538/5	05/01/2013	4/24/13	101.44.6000.451.60012	60.14
ACE PAINT & HARDWARE	515364/5	05/01/2013	4/9/13	101.44.6000.451.40040	184.18
AFSCME COUNCIL 5	INV0019245	05/03/2013	UNION DUES (AFSCME FAIR SHAR	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0019246	05/03/2013	UNION DUES (AFSCME FULL SHAR	101.203.2031000	752.02
AFSCME COUNCIL 5	INV0019247	05/03/2013	UNION DUES (AFSCME FULL SHAR	101.203.2031000	89.10
ALL SAFE IINDUSTRIES	02-56134	05/08/2013	4/29/13	101.42.4200.423.60065	349.00
AT & T MOBILITY	287237771092X04122013	05/01/2013	287237771092 3/5/13-4/4/13	101.41.1000.413.50020	51.86
AT & T MOBILITY	287237771092X04122013	05/01/2013	287237771092 3/5/13-4/4/13	101.41.1100.413.50020	25.93
AT & T MOBILITY	287237771092X04122013	05/01/2013	287237771092 3/5/13-4/4/13	101.43.5100.442.50020	30.93
BATTERIES PLUS	030-580302	05/01/2013	030-02	101.42.4200.423.60065	26.67
BEACON ATHLETICS	0426949-IN	05/01/2013	02202013MB	101.44.6000.451.60016	460.00
BECKER ARENA PRODUCTS, INC.	00093630	05/01/2013	INV005	101.44.6000.451.40040	499.70
BELLEISLE, MONICA	4/29/13	05/08/2013	REIMBURSE-MILEAGE	101.42.4200.423.50065	54.34
CENTURY LINK	4/19/13 651 455 9072 782	05/08/2013	651 455 9072 782	101.42.4200.423.50020	40.75
CENTURY LINK	4/7/13 651 451 0205 745	05/01/2013	651 451 0205 745	101.44.6000.451.50020	57.95
CITY OF MINNEAPOLIS RECEIVABLES	400413003863	05/01/2013	612005356	101.42.4000.421.30700	2,804.40
CITY OF SAINT PAUL	126768	04/24/2013	MARCH 2013	101.42.4000.421.40042	48.75
COLLINS ELECTRICAL CONST.	1330570.01	05/08/2013	4/30/13	101.43.5400.445.30700	185.58
COLLINS ELECTRICAL CONST.	1330578.01	05/08/2013	4/30/13	101.43.5400.445.30700	524.83
DAKOTA COMMUNICATIONS CENTER	IG2013-05	05/01/2013	MAY 2013 DCC FEE	101.42.4000.421.70501	38,846.70
DAKOTA COMMUNICATIONS CENTER	IG2013-05	05/01/2013	MAY 2013 DCC FEE	101.42.4200.423.70501	4,316.30
DAKOTA ELECTRIC ASSN	4/4/13 109394-7	05/01/2013	109394-	101.43.5400.445.40020	1,243.30
EFTPS	INV0018954	04/19/2013	FEDERAL WITHHOLDING	101.203.2030200	36,607.23
EFTPS	INV0018956	04/19/2013	MEDICARE WITHHOLDING	101.203.2030500	10,664.46
EFTPS	INV0018957	04/19/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	33,241.50
EFTPS	INV0019014	04/19/2013	FEDERAL WITHHOLDING	101.203.2030200	855.50
EFTPS	INV0019016	04/19/2013	MEDICARE WITHHOLDING	101.203.2030500	157.88
EFTPS	INV0019252	05/03/2013	FEDERAL WITHHOLDING	101.203.2030200	37,901.42
EFTPS	INV0019254	05/03/2013	MEDICARE WITHHOLDING	101.203.2030500	10,363.52
EFTPS	INV0019255	05/03/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,847.06
EFTPS	INV0019270	05/03/2013	FEDERAL WITHHOLDING	101.203.2030200	306.29
EFTPS	INV0019272	05/03/2013	MEDICARE WITHHOLDING	101.203.2030500	401.26
FIRST IMPRESSION GROUP, THE	52418	05/01/2013	4363	101.42.4000.421.50030	78.08
FIRST IMPRESSION GROUP, THE	52640-P	04/24/2013	MAY/JUNE INSIGHTS	101.41.1100.413.50035	2,320.00
FIRSTSCRIBE	2459319	05/08/2013	3/1/13	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.41.1100.413.30550	38.65
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.41.2000.415.30550	70.83
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.42.4000.421.30550	293.35
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.43.5100.442.30550	49.73
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.43.5200.443.30550	24.51
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.44.6000.451.30550	40.23
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.45.3000.419.30550	24.47
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.45.3200.419.30550	14.95
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	101.45.3300.419.30550	30.05
GENESIS EMPLOYEE BENEFITS, INC	INV0018948	04/19/2013	HSA ELECTION-SINGLE	101.203.2032500	2,902.14
GENESIS EMPLOYEE BENEFITS, INC	INV0018949	04/19/2013	HSA ELECTION-FAMILY	101.203.2032500	3,901.18
GENESIS EMPLOYEE BENEFITS, INC	INV0019243	05/03/2013	HSA ELECTION-SINGLE	101.203.2032500	2,927.14
GENESIS EMPLOYEE BENEFITS, INC	INV0019244	05/03/2013	HSA ELECTION-FAMILY	101.203.2032500	3,901.18
GRAINGER	9117277229	04/24/2013	806460150	101.43.5200.443.60040	240.87
GRAINGER	9123536535	05/01/2013	806460150	101.44.6000.451.40040	39.02

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER	9111662269	05/01/2013	806460150	101.44.6000.451.40040	253.96
GRAINGER	9112413811	05/01/2013	806460150	101.44.6000.451.40040	82.08
GRAINGER	911662277	05/01/2013	806460150	101.44.6000.451.40040	34.31
HOFF, BARRY & KOZAR, P.A.	10311	05/01/2013	4292-001	101.41.1000.413.30420	360.15
HOFF, BARRY & KOZAR, P.A.	10311	05/01/2013	4292-001	101.41.1100.413.30420	360.15
HOME DEPOT CREDIT SERVICES	4/12/13 6035 3225 0255 4813	05/01/2013	6035 3225 0255 4813	101.42.4200.423.60011	74.86
IAAI	47687.00	05/01/2013	2013 1 YEAR MEMBERSHIP	101.42.4200.423.50070	75.00
ICMA RETIREMENT TRUST - 457	INV0018903	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0018904	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	261.92
ICMA RETIREMENT TRUST - 457	INV0018905	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	200.00
ICMA RETIREMENT TRUST - 457	INV0018906	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	560.86
ICMA RETIREMENT TRUST - 457	INV0018907	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0018908	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	392.88
ICMA RETIREMENT TRUST - 457	INV0018909	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	940.00
ICMA RETIREMENT TRUST - 457	INV0018910	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	116.12
ICMA RETIREMENT TRUST - 457	INV0018911	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0018912	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	675.24
ICMA RETIREMENT TRUST - 457	INV0018913	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0018914	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	262.11
ICMA RETIREMENT TRUST - 457	INV0018915	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	INV0018916	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	INV0018917	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	90.00
ICMA RETIREMENT TRUST - 457	INV0018918	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	370.49
ICMA RETIREMENT TRUST - 457	INV0018919	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0018920	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	442.06
ICMA RETIREMENT TRUST - 457	INV0018921	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0018922	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	157.97
ICMA RETIREMENT TRUST - 457	INV0018923	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0018924	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0018925	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0018926	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	145.15
ICMA RETIREMENT TRUST - 457	INV0018927	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	INV0018928	04/19/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	61.34
ICMA RETIREMENT TRUST - 457	INV0018929	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	249.05
ICMA RETIREMENT TRUST - 457	INV0018930	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0018931	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0018932	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0018933	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	796.60
ICMA RETIREMENT TRUST - 457	INV0018934	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	947.63
ICMA RETIREMENT TRUST - 457	INV0018935	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0018936	04/19/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,673.85
ICMA RETIREMENT TRUST - 457	INV0018937	04/19/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0018946	04/19/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
ICMA RETIREMENT TRUST - 457	INV0018947	04/19/2013	ROTH IRA (AGE 50 & OVER)	101.203.2032400	250.00
ICMA RETIREMENT TRUST - 457	INV0019198	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0019199	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	307.68
ICMA RETIREMENT TRUST - 457	INV0019200	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	200.00
ICMA RETIREMENT TRUST - 457	INV0019201	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	618.00
ICMA RETIREMENT TRUST - 457	INV0019202	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0019203	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	497.36
ICMA RETIREMENT TRUST - 457	INV0019204	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	940.00
ICMA RETIREMENT TRUST - 457	INV0019205	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	127.70
ICMA RETIREMENT TRUST - 457	INV0019206	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0019207	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	743.22
ICMA RETIREMENT TRUST - 457	INV0019208	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0019209	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	252.64
ICMA RETIREMENT TRUST - 457	INV0019210	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	INV0019211	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	INV0019212	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	90.00
ICMA RETIREMENT TRUST - 457	INV0019213	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	390.81
ICMA RETIREMENT TRUST - 457	INV0019214	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0019215	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	459.43
ICMA RETIREMENT TRUST - 457	INV0019216	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0019217	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	236.88
ICMA RETIREMENT TRUST - 457	INV0019218	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0019219	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0019220	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0019221	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	148.05
ICMA RETIREMENT TRUST - 457	INV0019222	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0019223	05/03/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	58.78
ICMA RETIREMENT TRUST - 457	INV0019224	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	200.24
ICMA RETIREMENT TRUST - 457	INV0019225	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0019226	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0019227	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0019228	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	885.42
ICMA RETIREMENT TRUST - 457	INV0019229	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	947.63
ICMA RETIREMENT TRUST - 457	INV0019230	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0019231	05/03/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,673.85
ICMA RETIREMENT TRUST - 457	INV0019232	05/03/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0019241	05/03/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
ICMA RETIREMENT TRUST - 457	INV0019242	05/03/2013	ROTH IRA (AGE 50 & OVER)	101.203.2032400	250.00
IMAGE TREND INC	25244	04/24/2013	11362	101.42.4200.423.30700	3,123.75
INFINITY WIRELESS	33279	05/01/2013	4/17/13	101.42.4200.423.40042	240.00
ING DIRECT	INV0019013	04/19/2013	MSRS-HCSP	101.203.2032200	21,428.00
ING DIRECT	INV0019267	05/03/2013	MSRS-HCSP	101.203.2032200	572.37
INVER GROVE FORD	4/25/13	05/08/2013	94917	101.42.4000.421.70300	267.81
INVER GROVE HEIGHTS ANIMAL HOSPITAL	2013 RABIES CLINIC	05/01/2013	2013 RABIES CLINIC	101.00.0000.3650000	1,170.00
INVER HILLS COMMUNITY COLLEGE	5/8/13 & 5/11/13 RENTAL	05/01/2013	ROOM RENTAL AGREEMENT	101.41.1100.413.30500	255.00
IUOE	INV0019248	05/03/2013	UNION DUES IUOE	101.203.2031000	1,151.25
KDV (KERN, DEWENTER, VIERE, LTD)	169491	05/01/2013	04032	101.41.2000.415.30100	10,000.00
LEAGUE OF MN CITIES	2013 DIRECTORY	05/01/2013	2013 DIRECTORY ORDER	101.43.5100.442.50070	56.32
LELS	INV0019249	05/03/2013	UNION DUES (LELS)	101.203.2031000	1,250.00
LELS SERGEANTS	INV0019250	05/03/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.41.1000.413.30420	2,387.80
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.42.4000.421.30420	136.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.42.4000.421.30420	112.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.43.5100.442.30420	2,783.60
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.44.6000.451.30420	9,219.45
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.45.3000.419.30420	96.59
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	101.45.3200.419.30420	588.00
LOCAL GOVERNMENT INFORMATION SYSTEM	36565	04/24/2013	106325	101.42.4000.421.70501	1,525.00
LOCAL GOVERNMENT INFORMATION SYSTEM	36576	04/24/2013	111541	101.42.4200.423.30700	108.00
LYNCH, JOE	4/18/13	05/01/2013	REIMBURSE-MEETING	101.41.1100.413.50075	56.95
MADISON NATIONAL LIFE INSURANCE COMPANY	1089743	04/24/2013	MAY 2013 101243900000000	101.203.2031700	2,487.25
MADISON NATIONAL LIFE INSURANCE COMPANY	1089743	04/24/2013	MAY 2013 101243900000000	101.42.4000.421.20630	(37.02)
MENARDS - WEST ST. PAUL	21376	05/01/2013	30170270	101.44.6000.451.60040	23.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0018901	04/19/2013	RICK JACKSON FEIN/TAXPAYER ID:	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0018902	04/19/2013	JUSTIN PARRANTO FEIN/TAXPAYE	101.203.2032100	484.54
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0019196	05/03/2013	RICK JACKSON FEIN/TAXPAYER ID:	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0019197	05/03/2013	JUSTIN PARRANTO FEIN/TAXPAYE	101.203.2032100	484.54
MN DEPT OF AGRICULTURE	2013 RENEWAL LICENSE 2013907	04/24/2013	2013 APPLICATOR LICENSE RENEW	101.43.5200.443.50070	170.00
MN DEPT OF AGRICULTURE	20139074 2013 RENEWAL	05/01/2013	LICENSE 20139074 2013 RENEWAL	101.43.5200.443.50070	170.00
MN DEPT OF REVENUE	INV0018955	04/19/2013	STATE WITHHOLDING	101.203.2030300	15,598.50
MN DEPT OF REVENUE	INV0019015	04/19/2013	STATE WITHHOLDING	101.203.2030300	311.93
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.207.2070300	60.66
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.207.2070300	(0.30)
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.42.4000.421.50030	2.34
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.42.4200.423.50070	5.84
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.43.5100.442.60042	10.31
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.43.5100.442.60042	8.25
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.43.5100.442.60042	8.25
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.45.3300.419.50035	7.75
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.45.3300.419.50035	6.28
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	101.45.3300.419.50035	4.24
MN DEPT OF REVENUE	INV0019253	05/03/2013	STATE WITHHOLDING	101.203.2030300	15,802.10
MN DEPT OF REVENUE	INV0019271	05/03/2013	STATE WITHHOLDING	101.203.2030300	200.96
MN GLOVE & SAFETY, INC.	270737	05/01/2013	CTINVP	101.44.6000.451.60045	14.99
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.203.2030900	2,066.45
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.41.1100.413.20620	50.60
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.41.2000.415.20620	61.92
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.42.4000.421.20620	312.47
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.42.4200.423.20620	36.58
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.43.5000.441.20620	3.17
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.43.5100.442.20620	69.31
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.43.5200.443.20620	62.43
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.44.6000.451.20620	54.76
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.45.3000.419.20620	19.32

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.45.3200.419.20620	19.67
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	101.45.3300.419.20620	29.93
MN NCPERS LIFE INSURANCE	4/29/13	05/01/2013	MAY 2013 PREMIUM	101.203.2031600	320.00
MOST DEPENDABLE FOUNTAINS	INV28673	05/01/2013	4/16/13	101.44.6000.451.60016	269.00
MRPA	CPSI TRAINING 2013	05/08/2013	CPSI TRAINING-J. HAWKINS & T. B	101.44.6000.451.50080	260.00
MSANI	2013 CAN-AM CONFERENCE-J. DE	05/01/2013	2013 CAN-AM CONFERENCE J. DE	101.42.4000.421.50080	150.00
OSWALD, SCOTT	4/29/13	05/01/2013	REIMBURSE-LUNCH TRAINING	101.42.4200.423.50075	9.62
OXYGEN SERVICE COMPANY, INC	03223442	04/24/2013	04394	101.42.4000.421.60065	13.25
PERA	INV0018938	04/19/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,340.63
PERA	INV0018940	04/19/2013	EMPLOYER SHARE (PERA COORDI	101.203.2030600	14,628.83
PERA	INV0018941	04/19/2013	PERA COORDINATED PLAN	101.203.2030600	14,628.83
PERA	INV0018942	04/19/2013	EMPLOYER SHARE (PERA DEFINED	101.203.2030600	57.69
PERA	INV0018943	04/19/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0018944	04/19/2013	EMPLOYER SHARE (POLICE & FIRE	101.203.2030600	15,053.43
PERA	INV0018945	04/19/2013	PERA POLICE & FIRE PLAN	101.203.2030600	10,035.63
PERA	INV0019233	05/03/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,359.20
PERA	INV0019235	05/03/2013	EMPLOYER SHARE (PERA COORDI	101.203.2030600	14,745.00
PERA	INV0019236	05/03/2013	PERA COORDINATED PLAN	101.203.2030600	14,745.00
PERA	INV0019237	05/03/2013	EMPLOYER SHARE (PERA DEFINED	101.203.2030600	57.69
PERA	INV0019238	05/03/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0019239	05/03/2013	EMPLOYER SHARE (POLICE & FIRE	101.203.2030600	16,284.22
PERA	INV0019240	05/03/2013	PERA POLICE & FIRE PLAN	101.203.2030600	10,856.11
PERA	INV0019268	05/03/2013	EMPLOYER SHARE (POLICE & FIRE	101.203.2030600	1,571.65
PERA	INV0019269	05/03/2013	PERA POLICE & FIRE PLAN	101.203.2030600	1,047.78
PINE BEND PAVING, INC.	43713	05/08/2013	4/16/13	101.43.5200.443.60016	267.08
PINE BEND PAVING, INC.	45613	05/08/2013	4/18/13	101.43.5200.443.60016	2,212.87
PIONEER ATHLETICS	INV474565	05/01/2013	CI5498	101.44.6000.451.60016	2,396.25
PRECISE MRM	306639	05/08/2013	308345	101.43.5200.443.50070	64.29
PX PRODUCTS CO	6173	05/01/2013	4/1/13	101.44.6000.451.60016	353.60
RCM SPECIALTIES, INC.	3689	05/08/2013	4/24/13	101.43.5200.443.60016	855.86
S & T OFFICE PRODUCTS	4/30/13	05/08/2013	APRIL 2013	101.41.2000.415.50030	315.28
S & T OFFICE PRODUCTS	4/30/13	05/08/2013	APRIL 2013	101.41.2000.415.60070	104.82
SAM'S CLUB	4/23/13 7715 0900 6117 2300	05/08/2013	7715 0900 6117 2300	101.41.1000.413.50075	107.41
SAM'S CLUB	4/23/13 7715 0904 0133 4891	05/01/2013	7715 0904 0133 4891	101.42.4200.423.60011	75.17
SAM'S CLUB	4/23/13 7715 0904 0133 4891	05/01/2013	7715 0904 0133 4891	101.42.4200.423.60018	325.26
SAM'S CLUB	4/23/13 7715 0904 0133 4891	05/01/2013	7715 0904 0133 4891	101.42.4200.423.60065	46.82
SCHADEGG, JEFFREY	12/28/12	05/08/2013	PR 12/28/12	101.42.4200.423.20100	143.65
SCHROEPFER, WILLIAM	4/24/13	05/01/2013	REIMBURSE-MARCH MILEAGE	101.41.2000.415.50075	23.50
SENSIBLE LAND USE COALITION	5/29/13 CONFERENCE	05/01/2013	5/29/13 CONFERENCE - T. LINK &	101.45.3000.419.50080	38.00
SENSIBLE LAND USE COALITION	5/29/13 CONFERENCE	05/01/2013	5/29/13 CONFERENCE - T. LINK &	101.45.3200.419.50080	38.00
SEXTON COMPANY, THE	55905	05/01/2013	4115	101.43.5100.442.60065	108.40
SEXTON COMPANY, THE	56075	05/01/2013	4115	101.44.6000.451.60045	42.70
SEXTON COMPANY, THE	56078	05/01/2013	4115	101.44.6000.451.60045	8.54
SHERWIN-WILLIAMS	3120-0	05/01/2013	6682-5453-5	101.44.6000.451.40040	118.89
SHERWIN-WILLIAMS	5069-5	05/01/2013	6682-5453-5	101.44.6000.451.40040	79.64
SPRINT	842483314-137	05/08/2013	842483314	101.41.1000.413.50020	71.70
SPRINT	842483314-137	05/08/2013	842483314	101.41.1100.413.50020	86.07
SPRINT	842483314-137	05/08/2013	842483314	101.41.2000.415.50020	35.85
SPRINT	842483314-137	05/08/2013	842483314	101.42.4000.421.50020	1,323.34
SPRINT	842483314-137	05/08/2013	842483314	101.42.4200.423.50020	647.92
SPRINT	842483314-137	05/08/2013	842483314	101.43.5000.441.50020	87.21
SPRINT	842483314-137	05/08/2013	842483314	101.43.5100.442.50020	442.36
SPRINT	842483314-137	05/08/2013	842483314	101.43.5200.443.50020	256.47
SPRINT	842483314-137	05/08/2013	842483314	101.44.6000.451.50020	420.89
SPRINT	842483314-137	05/08/2013	842483314	101.45.3000.419.50020	106.37
SPRINT	842483314-137	05/08/2013	842483314	101.45.3300.419.50020	189.29
STATE FIRE MARSHAL DIVISION	2013 STATE FIRE MARSHAL CONF	05/01/2013	REGISTRANT: NEAL ST. ONGE	101.42.4200.423.50080	50.00
STRAIGHT RIVER MEDIA	1277	04/24/2013	MAY-JUNE 2013	101.41.1100.413.50032	900.00
SU-Z'S EMBROIDERY INC	27194	04/24/2013	2/20/13	101.43.5100.442.60045	59.99
T MOBILE	4/8/13 494910368	05/01/2013	494910368	101.43.5100.442.50020	99.98
T. A. SCHIFSKY & SONS, INC.	54720	05/08/2013	4/23/13	101.43.5200.443.60016	782.00
TAB PRODUCTS CO. LLC	2169112	05/01/2013	2903609	101.42.4000.421.60065	393.95
TIMESAVER OFF SITE SECRETARIAL INC	M19719	05/01/2013	3/25 & 4/8 COUNCIL MEETING	101.41.1100.413.30700	421.20
TOURVILLE, GEORGE	4/26/13	05/01/2013	REIMBURSE-HOTEL STAY	101.41.1000.413.50075	130.84
TWIN CITIES OCCUPATIONAL HEALTH PC	102042505	05/01/2013	N26-1251001589	101.41.1100.413.30500	165.00
ULTRA-CHEM, INC.	1081287	05/01/2013	V3709A	101.44.6000.451.60016	498.27
UNIFIRST CORPORATION	090 0157861	04/24/2013	1051948	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	090 0157861	04/24/2013	1051948	101.44.6000.451.60045	44.99
UNIFIRST CORPORATION	090 0158634	05/08/2013	1051948	101.43.5200.443.60045	23.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	090 0158634	05/08/2013	1051948	101.44.6000.451.60045	34.28
UNIFIRST CORPORATION	090 0159437	05/08/2013	1051948	101.43.5200.443.60045	34.48
UNIFIRST CORPORATION	090 0159437	05/08/2013	1051948	101.44.6000.451.60045	34.28
UNIFORMS UNLIMITED	159870	04/24/2013	I14866	101.42.4000.421.60045	459.56
UNITED WAY	INV0019251	05/03/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	INV0019234	05/03/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	467.20
US BANK	4/29/13	04/29/2013	MAY 1, 2013 DCC WIRE PMT	101.42.4000.421.70530	2,381.27
US BANK	4/29/13	04/29/2013	MAY 1, 2013 DCC WIRE PMT	101.42.4200.423.70530	264.56
VERONA SAFETY SUPPLY, INC.	102070	05/01/2013	4/8/13	101.44.6000.451.40040	456.80
VICTORY CORPS	454669	05/01/2013	IFD5507	101.42.4200.423.60065	365.52
WHAT WORKS INC	IGH13-3	05/01/2013	2/21/13-4/23/13	101.41.1100.413.30700	1,995.00
XCEL ENERGY	363441351	05/01/2013	51-5279113-0	101.43.5200.443.40020	346.15
XCEL ENERGY	363441351	05/01/2013	51-5279113-0	101.43.5400.445.40020	11,290.09
XCEL ENERGY	363493641	05/01/2013	51-8849473-7	101.43.5400.445.40020	72.73
XCEL ENERGY	366087433	05/08/2013	51-8394358-2	101.43.5400.445.40020	36.84
XCEL ENERGY	366101177	05/08/2013	51-9359857-3	101.43.5400.445.40020	318.65
XCEL ENERGY	366233863	05/08/2013	51-7094669-1	101.43.5400.445.40020	37.66
XCEL ENERGY	363630274	05/01/2013	51-6435129-1	101.43.5400.445.40020	137.69
XCEL ENERGY	364314074	05/01/2013	51-4779167-3	101.44.6000.451.40010	683.30
XCEL ENERGY	364314074	05/01/2013	51-4779167-3	101.44.6000.451.40020	1,217.05
XCEL ENERGY	364318970	05/01/2013	51-5185446-3	101.42.4000.421.40042	45.89
Fund: 101 - GENERAL FUND					515,911.03
MALL OF AMERICA ENTERTAINMENT COMPANY	0015719-IN	05/08/2013	CONSIGNMENT TICKETS	201.44.1600.465.50025	2,150.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3199	05/08/2013	FEBRUARY 2013	201.44.1600.465.30700	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3199	05/08/2013	FEBRUARY 2013	201.44.1600.465.40065	200.00
RIVER HEIGHTS CHAMBER OF COMMERCE	3393	05/08/2013	4/22/13	201.44.1600.465.40065	103.22
RIVER HEIGHTS CHAMBER OF COMMERCE	3393	05/08/2013	4/22/13	201.44.1600.465.50035	6.10
RIVER HEIGHTS CHAMBER OF COMMERCE	3207	05/08/2013	APRIL 2013	201.44.1600.465.30700	1,666.67
RIVER HEIGHTS CHAMBER OF COMMERCE	3207	05/08/2013	APRIL 2013	201.44.1600.465.40065	200.00
Fund: 201 - C.V.B. FUND					4,575.99
CAULKINS, HEATHER	4/17/13	04/24/2013	REIMBURSE-SHELTER RENTAL	204.207.2070300	3.33
CAULKINS, HEATHER	4/17/13	04/24/2013	REIMBURSE-SHELTER RENTAL	204.44.0000.3471000	46.67
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	204.44.6100.452.30550	31.21
GOPHER	8629902	05/01/2013	404658	204.44.6100.452.60009	36.99
IGH SENIOR CLUB	5/2/13	05/08/2013	SENIOR MEMBERSHIPS APRIL/LUN	204.227.2271000	1,482.00
IGH/SSP COMMUNITY EDUCATION	5/2/13	05/08/2013	FASHION SHOW/SENIOR TRIP/SCC	204.227.2271000	1,482.00
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	204.207.2070300	838.12
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	204.44.6100.452.60009	3.19
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	204.44.6100.452.60009	4.48
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	204.44.6100.452.60009	3.19
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	204.44.6100.452.60009	7.63
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	204.44.6100.452.20620	38.92
SPRINT	842483314-137	05/08/2013	842483314	204.44.6100.452.50020	159.55
TARGET BANK	4/18/13 00028954117	05/01/2013	00028954117	204.44.6100.452.60009	13.18
TARGET BANK	4/18/13 00028954117	05/01/2013	00028954117	204.44.6100.452.60009	60.53
Fund: 204 - RECREATION FUND					4,210.99
ACE PAINT & HARDWARE	515440/5	05/01/2013	4/16/13	205.44.6200.453.60065	25.56
COMCAST	4/12/13 8772 10 591 01271888	04/24/2013	8772 10 591 0127188	205.44.6200.453.50070	188.85
COMMON SENSE BUILDING SERVICES, INC.	31081	05/01/2013	MONTHLY CONTRACT	205.44.6200.453.40040	7,233.14
EZ FITNESS SOLUTIONS, LLC	13-00001	05/01/2013	4/23/13	205.44.6200.453.40042	707.11
GARTNER REFRIGERATION & MFG, INC	41854	05/01/2013	X3408	205.44.6200.453.40040	361.50
GARTNER REFRIGERATION & MFG, INC	41859	05/01/2013	X3408	205.44.6200.453.40040	317.00
GARTNER REFRIGERATION & MFG, INC	41860	05/01/2013	X3408	205.44.6200.453.40040	537.00
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	205.44.6200.453.30550	26.74
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	205.44.6200.453.30550	10.50
GOODIN COMPANY	02983977-00	05/01/2013	1001619	205.44.6200.453.60016	49.59
GRAINGER	9122441190	05/01/2013	806460150	205.44.6200.453.60011	13.38
GRAINGER	9122441190	05/01/2013	806460150	205.44.6200.453.60011	13.39
HAWKINS, INC.	3457706 RI	05/01/2013	108815	205.44.6200.453.60024	1,134.41
HAWKINS, INC.	3457707 RI	05/01/2013	108815	205.44.6200.453.60024	1,261.19
HILLYARD INC	600655060	04/24/2013	274069	205.44.6200.453.60011	251.32
HILLYARD INC	600655060	04/24/2013	274069	205.44.6200.453.60011	251.31
HOME DEPOT CREDIT SERVICES	4/7/13 6035 3220 1712 8343	04/24/2013	6035 3220 1712 8343	205.44.6200.453.60016	1.00
ICE SKATING INSTITUTE	29119342	05/08/2013	0020075	205.44.6200.453.50070	25.00
ISD #196 - COMMUNITY EDUCATION	SPRSMR20135	05/01/2013	SPRING/SUMMER 2013 CATALOG	205.44.6200.453.50025	319.00
KAT-KEY'S LOCK & SAFE CO.	102588	05/01/2013	4/18/13	205.44.6200.453.60016	7.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LUHRS, KRISTAL	4/18/13	04/24/2013	REFUND-LOW ENROLLMENT	205.44.0000.3493501	10.00
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	205.207.2070300	8,146.81
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	205.44.6200.453.40042	16.43
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	205.44.6200.453.50025	18.17
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	205.44.6200.453.60040	5.60
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	205.44.6200.453.60040	23.61
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	205.44.6200.453.60065	6.73
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	205.44.6200.453.20620	15.88
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	205.44.6200.453.20620	7.94
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	205.44.6200.453.20620	7.94
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	205.44.6200.453.20620	25.08
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	205.44.6200.453.20620	15.87
PETERSON, SUSAN	4/30/13	05/08/2013	REFUND-RACE DAY LOW ENROLLM	205.44.0000.3493501	39.00
RICE SOUND & SERVICE INC	04-2285	04/24/2013	4/15/13	205.44.6200.453.40040	227.50
RICE SOUND & SERVICE INC	04-2288	05/08/2013	4/26/13	205.44.6200.453.40042	60.00
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.60065	44.94
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.60065	43.43
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.60065	68.96
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.60065	48.99
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.60065	14.44
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.60065	10.96
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.76050	20.98
SAM'S CLUB	4/23/13 7715 0900 6160 6950	05/08/2013	7715 0900 6160 6950	205.44.6200.453.76100	32.74
SEELHAMMER, RHEA	PR 04/05 PR	05/01/2013	4/5 ACH RETURN	205.44.6200.453.10300	24.94
SPRINT	842483314-137	05/08/2013	842483314	205.44.6200.453.50020	89.25
SPRINT	842483314-137	05/08/2013	842483314	205.44.6200.453.50020	89.25
SPRINT	842483314-137	05/08/2013	842483314	205.44.6200.453.50020	29.04
SPRINT	842483314-137	05/08/2013	842483314	205.44.6200.453.50020	41.00
TRACTOR SUPPLY CREDIT PLAN	4/19/13 6035 3012 0018 3679	05/01/2013	6035 3012 0018 3679	205.44.6200.453.60040	6.41
TRACTOR SUPPLY CREDIT PLAN	4/19/13 6035 3012 0018 3679	05/01/2013	6035 3012 0018 3679	205.44.6200.453.60040	6.42
WERZ, JOSEPH	4/19/13 PR	05/01/2013	4/19/13 PR ACH RETURN	205.44.6200.453.10300	57.02
Fund: 205 - COMMUNITY CENTER					22,003.52
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	290.45.3000.419.30550	1.95
Fund: 290 - EDA					1.95
DAKOTA CTY PROPERTY RECORDS	2841	04/24/2013	ANNUAL SPECIAL ASSESSMENT FE	399.57.9000.570.30700	9,379.50
Fund: 399 - CLOSED BOND FUND					9,379.50
ST. CROIX TREE SERVICE, INC.	78519	05/01/2013	3/31/13	402.44.6000.451.30700	10,687.50
Fund: 402 - PARK ACQ. & DEV. FUND					10,687.50
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	421.72.5900.721.30420	2,665.00
Fund: 421 - 2001 IMPROVEMENT FUND					2,665.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	423.72.5900.723.30420	195.50
Fund: 423 - 2003 IMPROVEMENT FUND					195.50
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	425.72.5900.725.30420	1,274.60
Fund: 425 - 2005 IMPROVEMENT FUND					1,274.60
CB&I, INC.	PAY VO. NO. 1	04/24/2013	CITY PROJECT NO. 2006-08	426.72.5900.726.80300	377,150.00
SHORT ELLIOTT HENDRICKSON, INC.	267385	04/24/2013	4340	426.72.5900.726.30300	2,966.52
Fund: 426 - 2006 IMPROVEMENT FUND					380,116.52
BOLTON & MENK, INC.	0154612	05/01/2013	T18.106198	431.73.5900.731.30420	3,862.50
EMMONS & OLIVIER RESOURCES	00095-0037-1	05/08/2013	00095-0037	431.73.5900.731.30300	446.50
EMMONS & OLIVIER RESOURCES	00095-0005-1	05/01/2013	00095-0005	431.73.5900.731.30300	3,572.25
Fund: 431 - 2011 IMPROVEMENT FUND					7,881.25
DAKOTA CTY SOIL & WATER	2361	05/01/2013	JANUARY-MARCH 2013	432.73.5900.732.30700	210.00
Fund: 432 - 2012 IMPROVEMENT FUND					210.00
AMERICAN ENGINEERING TESTING, INC.	57377	05/08/2013	INV001	440.74.5900.740.30340	2,219.70
AMERICAN ENGINEERING TESTING, INC.	57932	05/01/2013	INV001	440.74.5900.740.30340	1,241.40
KENNEDY & GRAVEN	113751	05/08/2013	NV125-0004	440.74.5900.740.30440	42.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					3,503.10
ST. CROIX TREE SERVICE, INC.	78628	05/01/2013	4/10/13	443.74.5900.743.40047	1,442.81
Fund: 443 - TREE PRESERVATION FUND					1,442.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	515505/5	05/01/2013	4/22/13	501.50.7100.512.60011	10.67
ACE PAINT & HARDWARE	515530/5	05/08/2013	4/24/13	501.50.7100.512.60016	23.45
ACE PAINT & HARDWARE	515548/5	05/08/2013	4/25/13	501.50.7100.512.60016	14.48
AUTOMATIC SYSTEMS CO.	26124 S	05/01/2013	INVE01	501.50.7100.512.40040	302.30
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	501.50.7100.512.30550	36.29
GOODIN COMPANY	02982650-00	05/01/2013	1001619	501.50.7100.512.40043	30.74
HD SUPPLY WATERWORKS LTD	8004098	05/08/2013	099872	501.50.7100.512.75500	2,006.20
HOME DEPOT CREDIT SERVICES	4/12/13 6035 3225 0269 1268	05/01/2013	6035 3225 0269 1268	501.50.7100.512.60016	126.60
LEAGUE OF MN CITIES	182071	05/01/2013	WORKSHOP-D. HELLING & D. MCN	501.50.7100.512.50080	40.00
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	501.207.2070200	1,235.71
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	501.50.7100.512.20620	35.48
SPRINT	842483314-137	05/08/2013	842483314	501.50.7100.512.50020	256.53
STANTEC CONSULTING SERVICES INC.	674159	04/24/2013	92607	501.50.7100.512.30300	375.00
TRACTOR SUPPLY CREDIT PLAN	4/19/13 6035 3012 0018 3679	05/01/2013	6035 3012 0018 3679	501.50.7100.512.60016	42.84
VALLEY-RICH CO, INC	18653	05/01/2013	130205	501.50.7100.512.40046	3,368.68
VESSCO INC	57112	05/08/2013	13641	501.50.7100.512.40040	20.52
VESSCO INC	57121	05/08/2013	13641	501.50.7100.512.40040	63.16
WATER CONSERVATION SERVICES INC	3930	05/01/2013	MARCH 25 2013 74TH AND DAWN	501.50.7100.512.30700	274.08
Fund: 501 - WATER UTILITY FUND					8,262.73
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	502.51.7200.514.30550	16.62
METROPOLITAN COUNCIL	0001015979	05/08/2013	5084	502.51.7200.514.40015	128,384.95
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	502.51.7200.514.20620	23.40
XCEL ENERGY	11811379	04/24/2013	RE-LOCATION RIVER ROAD LIFT ST	502.51.7200.514.40043	3,964.77
Fund: 502 - SEWER UTILITY FUND					132,389.74
ACE PAINT & HARDWARE	515580/5	05/08/2013	4/29/13	503.52.8600.527.40040	14.04
ALL TEST & INSPECTIONS INC	CR13-11359	05/08/2013	4/9/13	503.52.8600.527.50045	454.80
ARAMARK REFRESHMENT SERVICES	1066724	05/01/2013	48128X	503.52.8300.524.40042	68.08
ARAMARK REFRESHMENT SERVICES	1070177	05/01/2013	48128	503.52.8300.524.76100	114.50
ARCTIC GLACIER, INC.	459311616	05/01/2013	1726134	503.52.8300.524.60065	92.08
ARCTIC GLACIER, INC.	462312707	05/08/2013	1726134	503.52.8300.524.60065	157.32
CLEVELAND GOLF	4007836 NO	05/08/2013	587360	503.52.8200.523.76250	112.50
COCA COLA BOTTLING COMPANY	0198519706	05/01/2013	4/25/13	503.52.8300.524.76100	2,120.64
COCA COLA BOTTLING COMPANY	0108510214	05/08/2013	5/2/13	503.52.8300.524.76100	528.92
COLLEGE CITY BEVERAGE	1190	11/30/2012	GOLF COURSE	503.52.8300.524.76150	(97.16)
COLLEGE CITY BEVERAGE	451286	05/01/2013	3592	503.52.8300.524.76150	552.70
COLLEGE CITY BEVERAGE	4168	05/01/2013	3592	503.52.8300.524.76150	129.00
COLLEGE CITY BEVERAGE	451349	05/08/2013	3592	503.52.8300.524.76150	176.50
DAKOTA ELECTRIC ASSN	4/25/13 201360-5	05/08/2013	201360-5	503.52.8600.527.40020	194.65
DEX MEDIA EAST	4/20/13 110360619	05/01/2013	110360619	503.52.8500.526.50025	68.03
DRAFT TECHNOLOGIES	04301306J	05/08/2013	4/26/13	503.52.8300.524.40042	50.00
G & K SERVICES	1182434506	05/01/2013	0012446	503.52.8600.527.60045	91.55
G & K SERVICES	1182468371	05/01/2013	0012446	503.52.8600.527.60045	91.55
G & K SERVICES	1182479687	05/01/2013	0012446	503.52.8600.527.60045	90.36
G & K SERVICES	1182491069	05/01/2013	0012446	503.52.8600.527.60045	90.36
G & K SERVICES	1182502317	05/08/2013	17194	503.52.8600.527.60045	90.36
GARY'S PEST CONTROL	48586	05/08/2013	5/7/13	503.52.8500.526.40040	69.64
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	503.52.8000.521.30550	7.00
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	503.52.8500.526.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	503.52.8600.527.30550	22.30
GRAINGER	9110887891	05/08/2013	855256939	503.52.8600.527.40040	610.87
GRANDMA'S BAKERY	338569	05/01/2013	24400	503.52.8300.524.76050	38.59
GRANDMA'S BAKERY	338886	05/01/2013	24400	503.52.8300.524.76050	72.76
GRANDMA'S BAKERY	339142	05/01/2013	24400	503.52.8300.524.76050	29.57
GRANDMA'S BAKERY	339442	05/01/2013	24400	503.52.8300.524.76050	29.57
GRANDMA'S BAKERY	339756	05/08/2013	24400	503.52.8300.524.76050	26.38
GRANDMA'S BAKERY	340733	05/08/2013	24400	503.52.8300.524.76050	29.61
GRANDMA'S BAKERY	341299	05/08/2013	24400	503.52.8300.524.76050	29.59
GRANDMA'S BAKERY	341582	05/08/2013	24400	503.52.8300.524.76050	29.59
GRANDMA'S BAKERY	341941	05/08/2013	24400	503.52.8300.524.76050	35.55
GRANDMA'S BAKERY	58374	05/08/2013	24400	503.52.8300.524.76050	(36.00)
HEGGIES PIZZA	36013	05/08/2013	1708	503.52.8300.524.76050	132.90
JJ TAYLOR DIST. COMPANY OF MN	CM0000368	12/12/2012	00834	503.52.8300.524.76150	(334.40)
JJ TAYLOR DIST. COMPANY OF MN	2083645	05/01/2013	00834	503.52.8300.524.76150	441.00
KANES DISTRIBUTING LIMITED	083220	05/01/2013	0000066991	503.52.8500.526.60042	365.00
M. AMUNDSON LLP	151228	05/01/2013	902858	503.52.8300.524.76050	752.40
MENARDS - WEST ST. PAUL	21536	05/08/2013	30170265	503.52.8600.527.40040	29.37
MENARDS - WEST ST. PAUL	21757	05/08/2013	30170265	503.52.8600.527.40040	128.24
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	503.207.2070300	56.83

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	503.52.8600.527.60020	47.89
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	503.52.8000.521.20620	10.60
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	503.52.8500.526.20620	14.84
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	503.52.8600.527.20620	28.19
MTI DISTRIBUTING CO	888319-01	05/01/2013	402307	503.52.8600.527.40042	113.63
MTI DISTRIBUTING CO	890332-00	05/01/2013	402307	503.52.8600.527.40042	514.78
MTI DISTRIBUTING CO	890778-00	05/01/2013	402307	503.52.8600.527.40042	986.01
MTI DISTRIBUTING CO	890886-00	05/01/2013	402307	503.52.8600.527.40042	175.65
MTI DISTRIBUTING CO	891645-00	05/01/2013	402307	503.52.8600.527.40042	1,266.22
MTI DISTRIBUTING CO	890339-00	05/01/2013	402307	503.52.8600.527.40042	(113.21)
NAPA OF INVER GROVE HEIGHTS	332289	05/01/2013	301	503.52.8600.527.40042	415.17
NARDINI FIRE EQUIPMENT CO., INC.	429948	05/01/2013	INVGOLCLU	503.52.8600.527.60065	173.16
NATIONAL AUTOMATIC SPRINKLER CO.	28693	05/01/2013	4/12/13	503.52.8500.526.50055	350.00
NIKE USA, INC.	13527077	03/20/2013	79282	503.52.8200.523.76200	(66.50)
NIKE USA, INC.	949666753	05/01/2013	79282	503.52.8200.523.76200	219.27
PARAMOUNT APPAREL INTERNATIONAL	2095302	05/01/2013	68682	503.52.8200.523.76200	429.40
PETTY CASH	4/23/13	04/24/2013	SEASON OPENING CHANGE BANK	503.100.1010700	1,500.00
PETTY CASH	4/23/13	04/24/2013	SEASON OPENING CHANGE BANK	503.100.1010800	300.00
PGA OF AMERICA	5/1/13 03608811(0)	05/08/2013	03608811(0) ANNUAL DUES	503.52.8500.526.50070	406.00
PGA OF AMERICA	5/1/13 10378800(6)	05/08/2013	10378800(6)	503.52.8500.526.50070	406.00
PIONEER PRESS	0413520544	05/08/2013	520544	503.52.8500.526.50025	50.00
PRESTIGE ELECTRIC, INC.	85727	05/08/2013	INVERWOOD	503.52.8500.526.40040	201.00
REINDERS, INC.	3019703-00	05/08/2013	326799	503.52.8600.527.60030	2,276.11
SOUTH BAY DESIGN	050113	05/08/2013	MONTHLY SITE UPDATES	503.52.8500.526.50025	32.50
SPRINT	842483314-137	05/08/2013	842483314	503.52.8500.526.50020	195.72
TAYLOR MADE GOLF COMPANY INC	19494922	05/01/2013	602343	503.52.8200.523.76200	282.93
TIM LOCKLER'S	4/30/13	05/08/2013	4/30/13	503.52.8500.526.40040	416.00
TITAN MACHINERY	65298-CL	05/08/2013	5885389	503.52.8600.527.40042	230.08
TITLEIST	1569559	05/01/2013	008363 1243 062177 1243 00106	503.52.8200.523.76450	455.05
TOLL GAS & WELDING SUPPLY	133238	05/08/2013	C1376	503.52.8600.527.40042	53.99
US FOODSERVICE	3856412	05/01/2013	03805983	503.52.8300.524.60065	733.81
US FOODSERVICE	3856412	05/01/2013	03805983	503.52.8300.524.76050	1,320.37
US FOODSERVICE	4082480	05/08/2013	03805983	503.52.8300.524.60065	107.50
US FOODSERVICE	4082480	05/08/2013	03805983	503.52.8300.524.76050	425.45
WINFIELD SOLUTIONS, LLC	000058480660	05/08/2013	156650	503.52.8600.527.60035	3,195.43
WINFIELD SOLUTIONS, LLC	000058483859	05/08/2013	156650	503.52.8600.527.60030	6,249.73
WINZER CORPORATION	4635078	05/08/2013	177723	503.52.8600.527.40042	483.07
XCEL ENERGY	366758430	05/08/2013	51-5754364-1	503.52.8500.526.40010	112.05
XCEL ENERGY	366758430	05/08/2013	51-5754364-1	503.52.8500.526.40020	496.14
XCEL ENERGY	366758430	05/08/2013	51-5754364-1	503.52.8600.527.40010	311.61
Fund: 503 - INVER WOOD GOLF COURSE					32,577.13
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	602.00.2100.415.30550	2.35
HELEY, DUNCAN & MELANDER, PLLP	3/31/13 6694-637M	05/01/2013	6694-637M	602.00.2100.415.30420	4,498.03
KENNEDY & GRAVEN	113599	05/01/2013	NV125-0045	602.00.2100.415.30420	5,963.63
LEAGUE OF MN CITIES INS TRUST	25028	05/08/2013	9/1/12-9/1/13	602.00.2100.415.50009	90,663.75
LEAGUE OF MN CITIES INS TRUST	43421	05/08/2013	9/1/12 to 9/1/13	602.00.2100.415.50010	43,710.25
LEAGUE OF MN CITIES INS TRUST	43421	05/08/2013	9/1/12 to 9/1/13	602.00.2100.415.50010	4,159.50
LEAGUE OF MN CITIES INS TRUST	43421	05/08/2013	9/1/12 to 9/1/13	602.00.2100.415.50011	37,988.00
LEAGUE OF MN CITIES INS TRUST	43421	05/08/2013	9/1/12 to 9/1/13	602.00.2100.415.50012	10,809.75
LEAGUE OF MN CITIES INS TRUST	43421	05/08/2013	9/1/12 to 9/1/13	602.00.2100.415.50015	523.25
LEAGUE OF MN CITIES INS TRUST	43421	05/08/2013	9/1/12 to 9/1/13	602.00.2100.415.50016	3,331.50
LEAGUE OF MN CITIES INS TRUST	4/9/13 PC0018105	05/06/2013	PC0018105	602.00.2100.415.70200	10,546.85
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	602.00.2100.415.20620	1.36
Fund: 602 - RISK MANAGEMENT					212,198.22
ABSOLUTE TRAILER SALES INC	191546	05/01/2013	4/19/13	603.00.5300.444.40041	511.20
ACE PAINT & HARDWARE	515435/5	05/01/2013	4/16/13	603.00.5300.444.40041	12.29
ACE PAINT & HARDWARE	515569/5	05/08/2013	4/26/13	603.00.5300.444.40041	11.16
AMERICAN FLAGPOLE & FLAG CO	105996	05/08/2013	4/17/13	603.00.5300.444.40040	213.64
ARROW PEST CONTROL	2148	05/08/2013	4/23/13	603.00.5300.444.40040	72.85
BOYER TRUCKS - PARTS DISTRIBUTION	735529X2	05/08/2013	C20390	603.00.5300.444.40041	232.78
BOYER TRUCKS - PARTS DISTRIBUTION	735535X1	05/08/2013	C20390	603.00.5300.444.40041	151.56
BOYER TRUCKS - PARTS DISTRIBUTION	CM725908	04/24/2013	C20390	603.00.5300.444.40041	(5.44)
CARQUEST OF MSP-ROSEMOUNT	1596-192548	04/24/2013	614420	603.140.1450050	25.44
CARQUEST OF MSP-ROSEMOUNT	1596-193602	04/24/2013	614420	603.00.5300.444.40041	44.56
CARQUEST OF MSP-ROSEMOUNT	1596-193602	04/24/2013	614420	603.140.1450050	118.28
CARQUEST OF MSP-ROSEMOUNT	1596-193603	04/24/2013	614420	603.00.5300.444.40041	(57.32)
CARQUEST OF MSP-ROSEMOUNT	1596-193654	04/24/2013	614420	603.00.5300.444.40041	(10.71)
CARQUEST OF MSP-ROSEMOUNT	1596-193663	05/08/2013	614420	603.00.5300.444.40041	319.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARQUEST OF MSP-ROSEMOUNT	1596-193708	04/24/2013	614420	603.140.1450050	28.57
CARQUEST OF MSP-ROSEMOUNT	1596-193768	04/24/2013	614420	603.00.5300.444.60012	57.31
CARQUEST OF MSP-ROSEMOUNT	1596-193817	04/24/2013	614420	603.140.1450050	23.93
CARQUEST OF MSP-ROSEMOUNT	1596-193824	05/08/2013	614420	603.00.5300.444.40041	472.55
CARQUEST OF MSP-ROSEMOUNT	1596-193840	04/24/2013	614420	603.00.5300.444.40041	358.36
CARQUEST OF MSP-ROSEMOUNT	1596-193840	04/24/2013	614420	603.00.5300.444.60012	16.86
CARQUEST OF MSP-ROSEMOUNT	1596-193860	04/24/2013	614420	603.00.5300.444.40041	63.18
CARQUEST OF MSP-ROSEMOUNT	1596-193894	05/08/2013	614420	603.00.5300.444.40041	44.18
CARQUEST OF MSP-ROSEMOUNT	1596-193894	05/08/2013	614420	603.00.5300.444.60012	10.96
CARQUEST OF MSP-ROSEMOUNT	1596-193894	05/08/2013	614420	603.140.1450050	11.07
CARQUEST OF MSP-ROSEMOUNT	1596-193916	05/08/2013	614420	603.00.5300.444.60012	29.53
CARQUEST OF MSP-ROSEMOUNT	1596-193949	05/08/2013	614420	603.00.5300.444.40041	21.75
CARQUEST OF MSP-ROSEMOUNT	1596-193971	05/08/2013	614420	603.00.5300.444.40041	(566.82)
CARQUEST OF MSP-ROSEMOUNT	1596-194061	05/08/2013	614420	603.00.5300.444.40041	53.54
CARQUEST OF MSP-ROSEMOUNT	1596-194097	05/08/2013	614420	603.00.5300.444.60040	87.50
CARQUEST OF MSP-ROSEMOUNT	1596-194172	05/08/2013	614420	603.00.5300.444.60040	58.61
CARQUEST OF MSP-ROSEMOUNT	1596-194179	05/08/2013	614420	603.00.5300.444.40041	9.60
CARQUEST OF MSP-ROSEMOUNT	1596-194179	05/08/2013	614420	603.00.5300.444.60012	59.02
CARQUEST OF MSP-ROSEMOUNT	1596-194205	05/08/2013	614420	603.140.1450050	31.09
CARQUEST OF MSP-ROSEMOUNT	1596-194240	05/08/2013	614420	603.00.5300.444.40041	7.03
CARQUEST OF MSP-ROSEMOUNT	1596-194241	05/08/2013	614420	603.00.5300.444.40041	5.24
CARQUEST OF MSP-ROSEMOUNT	1596-194249	05/08/2013	614420	603.00.5300.444.60040	27.84
CARQUEST OF MSP-ROSEMOUNT	1596-194323	05/08/2013	61420	603.00.5300.444.40041	12.83
CARQUEST OF MSP-ROSEMOUNT	1596-194244	05/08/2013	614420	603.00.5300.444.60012	64.35
CARQUEST OF MSP-ROSEMOUNT	1596-194417	05/08/2013	614420	603.00.5300.444.40041	168.41
CARQUEST OF MSP-ROSEMOUNT	1596-194427	05/08/2013	614420	603.00.5300.444.40041	48.25
CARQUEST OF MSP-ROSEMOUNT	1596-194449	05/08/2013	614420	603.140.1450050	19.72
CARQUEST OF MSP-ROSEMOUNT	1596-194498	05/08/2013	614420	603.00.5300.444.40041	52.69
CARQUEST OF MSP-ROSEMOUNT	1596-194519	05/08/2013	614420	603.140.1450050	227.02
CARQUEST OF MSP-ROSEMOUNT	1596-194559	05/08/2013	614420	603.00.5300.444.40041	114.37
CARQUEST OF MSP-ROSEMOUNT	1596-194565	05/08/2013	614420	603.00.5300.444.40041	(25.59)
CARQUEST OF MSP-ROSEMOUNT	1596-194577	05/08/2013	614420	603.00.5300.444.40041	(52.17)
CARQUEST OF MSP-ROSEMOUNT	1596-193430	04/24/2013	614420	603.00.5300.444.40041	29.26
CARQUEST OF MSP-ROSEMOUNT	1596-193430	04/24/2013	614420	603.140.1450050	4.57
CARQUEST OF MSP-ROSEMOUNT	1596-193442	04/24/2013	614420	603.00.5300.444.40041	57.32
CARQUEST OF MSP-ROSEMOUNT	1596-193461	04/24/2013	614420	603.00.5300.444.40041	6.85
CARQUEST OF MSP-ROSEMOUNT	1596-193511	04/24/2013	614420	603.00.5300.444.40041	14.52
CARQUEST OF MSP-ROSEMOUNT	1596-193525	04/24/2013	614420	603.00.5300.444.60012	11.73
CARQUEST OF MSP-ROSEMOUNT	1596-193544	04/24/2013	614420	603.140.1450050	16.44
CARQUEST OF MSP-ROSEMOUNT	1596-194590	05/08/2013	614420	603.00.5300.444.40041	56.32
CARQUEST OF MSP-ROSEMOUNT	1596-194632	05/08/2013	614420	603.00.5300.444.40041	4.35
CFA SOFTWARE INC	12049	05/08/2013	9845	603.00.5300.444.70600	625.00
COMMON SENSE BUILDING SERVICES, INC.	31081	05/01/2013	MONTHLY CONTRACT	603.00.5300.444.40040	292.58
ELECTRIC FIRE & SECURITY	84252	05/08/2013	131021	603.00.5300.444.40040	986.99
FLEETPRIDE	53196531	04/24/2013	501278	603.00.5300.444.40041	470.38
FORCE AMERICA, INC.	01404696	05/08/2013	366100	603.00.5300.444.40041	309.94
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	603.00.5300.444.30550	21.14
GRAINGER	9109293507	04/24/2013	806460150	603.00.5300.444.60040	19.91
INVER GROVE FORD	5108156	05/08/2013	2/28/13	603.00.5300.444.40041	73.66
INVER GROVE FORD	5108167	05/08/2013	2/28/13	603.00.5300.444.40041	21.71
INVER GROVE FORD	6115303/1	04/24/2013	4/12/13	603.00.5300.444.40041	59.99
INVER GROVE FORD	5112905	05/08/2013	4/29/13	603.00.5300.444.40041	152.68
INVER GROVE FORD	5113071	05/08/2013	4/30/13	603.00.5300.444.40041	(57.74)
INVER GROVE FORD	5111281	04/24/2013	4/8/13	603.00.5300.444.40041	48.40
INVER GROVE FORD	5113193	05/08/2013	5/1/13	603.00.5300.444.40041	108.84
INVER GROVE FORD	5113309	05/08/2013	5/2/13	603.00.5300.444.40041	57.50
I-STATE TRUCK CENTER	C242253270:01	05/08/2013	13468	603.00.5300.444.40041	161.36
KIMBALL MIDWEST	2943759	05/08/2013	222006	603.00.5300.444.60012	176.47
LARSON COMPANIES	B-231130116	05/08/2013	14649	603.140.1450050	81.05
LEAGUE OF MN CITIES	182131	04/24/2013	WORKSHOP-UNDERDAHL, JACKSO	603.00.5300.444.50080	60.00
LITTLE FALLS MACHINE INC	00051069	04/24/2013	046827	603.00.5300.444.40041	110.24
LITTLE FALLS MACHINE INC	00051077	04/24/2013	046861	603.00.5300.444.40041	557.08
METRO JANITORIAL SUPPLY INC	110121496	05/08/2013	4/18/13	603.00.5300.444.60011	225.76
METRO JANITORIAL SUPPLY INC	11012195	05/08/2013	4/18/13	603.00.5300.444.60012	106.36
MN DEPT OF REVENUE	MARCH 2013	04/23/2013	MARCH 2013 PETRO TAX	603.46.0000.3650000	660.92
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	603.00.5300.444.20620	17.43
MN LOCKS	101055165	05/08/2013	4/17/13	603.00.5300.444.40040	224.00
MN LOCKS	101055278	05/08/2013	4/24/13	603.00.5300.444.40040	166.37
MN WANNER COMPANY	0098025-IN	04/24/2013	0000440	603.00.5300.444.40041	54.87

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	893473-00	05/08/2013	91180	603.00.5300.444.40041	26.72
P.A. JONES LLC	12704	04/24/2013	3/14/13	603.00.5300.444.40041	1,568.00
PIONEER RIM & WHEEL CO	1-195133	04/24/2013	12613	603.00.5300.444.40041	323.64
POMP'S TIRE SERVICE, INC.	450004418	04/24/2013	4502557	603.00.5300.444.40041	85.52
POMP'S TIRE SERVICE, INC.	450004825	04/24/2013	4502557	603.00.5300.444.40041	553.67
POMP'S TIRE SERVICE, INC.	450004860	05/08/2013	4502557	603.00.5300.444.40041	738.68
POMP'S TIRE SERVICE, INC.	98000163	05/08/2013	4502557	603.140.1450050	1,378.05
RDO EQUIPMENT COMPANY	P97639	05/08/2013	2556007	603.00.5300.444.40041	496.55
RDO EQUIPMENT COMPANY	P97774	05/08/2013	2556007	603.00.5300.444.40041	22.05
RDO EQUIPMENT COMPANY	P97795	05/08/2013	2556007	603.00.5300.444.40041	(55.75)
RUFFRIDGE-JOHNSON	M01796	05/01/2013	900400	603.00.5300.444.80800	13,573.13
RUFFRIDGE-JOHNSON	M01797	05/01/2013	900400	603.00.5300.444.80400	74,812.50
RUFFRIDGE-JOHNSON	C63040	04/24/2013	0900400	603.00.5300.444.40041	81.91
SCHLOMKA SERVICES LLC	14233	04/24/2013	4/8/13	603.00.5300.444.40040	255.00
SPRINT	842483314-137	05/08/2013	842483314	603.00.5300.444.50020	99.30
TRACTOR SUPPLY CREDIT PLAN	4/19/13 6035 3012 0018 3679	05/01/2013	6035 3012 0018 3679	603.00.5300.444.40041	9.63
TRENCHERS PLUS, INC.	IT78598	04/24/2013	R03634	603.00.5300.444.40041	588.23
UNIFIRST CORPORATION	090 0157861	04/24/2013	1051948	603.00.5300.444.40065	70.31
UNIFIRST CORPORATION	090 0157861	04/24/2013	1051948	603.00.5300.444.60045	28.50
UNIFIRST CORPORATION	090 0158634	05/08/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0158634	05/08/2013	1051948	603.00.5300.444.60045	39.21
UNIFIRST CORPORATION	090 0159437	05/08/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0159437	05/08/2013	1051948	603.00.5300.444.60045	28.50
WACONIA FARM SUPPLY	77098	05/08/2013	30035	603.00.5300.444.60040	453.14
WESTERN PETROLEUM COMPANY	97117030-41801	04/24/2013	112741	603.140.1450050	1,337.63
WESTERN PETROLEUM COMPANY	97117866-41801	05/08/2013	112741	603.00.5300.444.40041	79.90
XCEL ENERGY	363441351	05/01/2013	51-5279113-0	603.00.5300.444.40010	1,472.63
XCEL ENERGY	363441351	05/01/2013	51-5279113-0	603.00.5300.444.40020	1,901.94
YOCUM OIL COMPANY, INC.	544486	05/01/2013	502860	603.140.1450050	3,211.30
YOCUM OIL COMPANY, INC.	550847	05/08/2013	502860	603.140.1450050	6,143.60
ZARNOTH BRUSH WORKS	0143511-IN	05/08/2013	INV1669	603.00.5300.444.40041	426.06
ZARNOTH BRUSH WORKS	0143511-IN	05/08/2013	INV1669	603.140.1450050	1,737.25
ZIEGLER INC	SW140131412	04/24/2013	4069900	603.00.5300.444.40041	2,135.52
Fund: 603 - CENTRAL EQUIPMENT					122,943.88
COORDINATED BUSINESS SYSTEMS	CNIN118375	05/01/2013	4502512	604.00.2200.416.40050	371.25
COORDINATED BUSINESS SYSTEMS	CNIN118419	05/01/2013	4502512	604.00.2200.416.40050	123.75
NEOPOST USA INC	13931827	05/08/2013	4033118	604.00.2200.416.60010	442.46
S & T OFFICE PRODUCTS	4/30/13	05/08/2013	APRIL 2013	604.00.2200.416.60010	775.37
SHAPCO PRINTING	197981-01	05/08/2013	0585	604.00.2200.416.60010	472.82
Fund: 604 - CENTRAL STORES					2,185.65
BLOOMINGTON ELECTRIC CO.	00032537	05/08/2013	1362	605.00.7500.460.40040	285.00
COMMON SENSE BUILDING SERVICES, INC.	31081	05/01/2013	MONTHLY CONTRACT	605.00.7500.460.40040	3,717.55
CULLIGAN	3/31/13 157-98503022-8	05/01/2013	157-98503022-8	605.00.7500.460.60011	10.28
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	605.00.7500.460.30550	3.50
HILLYARD INC	600665786	05/08/2013	274069	605.00.7500.460.60011	163.77
HUEBSCH SERVICES	3055111	05/01/2013	100075	605.00.7500.460.40065	114.88
HUEBSCH SERVICES	3062958	05/08/2013	100075	605.00.7500.460.40065	114.88
INTEGRA TELECOM	120337913	05/01/2013	002129	605.00.7500.460.40040	483.69
LONE OAK COMPANIES	4/25/13	04/24/2013	UTILITY POSTAGE	605.00.7500.460.50035	1,384.61
MINNESOTA ELEVATOR, INC	273565	05/01/2013	5395	605.00.7500.460.40040	226.00
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	605.00.7500.460.40065	216.78
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	605.00.7500.460.60065	36.53
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	605.00.7500.460.60065	16.00
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	605.00.7500.460.20620	5.41
OVERHEAD DOOR CO OF THE NORTHLAND	78317	05/01/2013	4/5/13	605.00.7500.460.40040	452.10
P&D MECHANICAL CONTRACTING CO.	9285	05/01/2013	3/31/13	605.00.7500.460.40040	130.00
XCEL ENERGY	363441351	05/01/2013	51-5279113-0	605.00.7500.460.40020	8,368.42
ZEMAN ENTERPRISES LLC	4/22/13	05/01/2013	CONCRETE FLOOR-POLICE GARAG	605.00.7500.460.40040	875.00
Fund: 605 - CITY FACILITIES					16,604.40
AT & T MOBILITY	287237771092X04122013	05/01/2013	287237771092 3/5/13-4/4/13	606.00.1400.413.50020	55.93
DELL MARKETING	XJ4PMFXK3	05/08/2013	19368783	606.00.1400.413.40049	117.02
DELL MARKETING	XFW3DT892	05/08/2013	19368783	606.00.1400.413.60041	3,215.07
DELL MARKETING	XFXPWC7X3	05/08/2013	19368783	606.00.1400.413.40049	117.83
GENESIS EMPLOYEE BENEFITS, INC	18271	04/10/2013	3/31/13	606.00.1400.413.30550	22.90
IDEAL SYSTEM SOLUTIONS, INC.	29136	05/08/2013	CITYIGH-JAW	606.00.1400.413.30700	8,316.00
INTEGRA TELECOM	10809719	05/01/2013	645862	606.00.1400.413.50025	844.19
INTEGRA TELECOM	120338742	05/01/2013	002129	606.00.1400.413.40044	75.00
INTEGRA TELECOM	10839755	05/08/2013	887115	606.00.1400.413.50020	1,029.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOW VOLTAGE CONTRACTORS	SIL-41290	05/01/2013	C-02569	606.00.1400.413.50070	8,016.40
MN DEPT OF REVENUE	MARCH 2013	04/22/2013	MARCH 2013 SALES & USE TAX	606.00.1400.413.60042	13.68
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	606.00.1400.413.20620	23.70
SPRINT	842483314-137	05/08/2013	842483314	606.00.1400.413.50020	85.86
TDS METROCOM	4/13/13 651 451 1944	05/01/2013	651 451 1944	606.00.1400.413.50025	259.56
WORKS COMPUTING, INC.	19783	05/01/2013	INVER	606.00.1400.413.80610	50,080.17
WORKS COMPUTING, INC.	19824	05/01/2013	3/23/12-4/22/13	606.00.1400.413.30700	1,150.00
WORKS COMPUTING, INC.	19825	05/01/2013	3/31/13	606.00.1400.413.30700	840.00
Fund: 606 - TECHNOLOGY FUND					74,263.12
AJ LAND DEVELOPMENT INC.	4/12/13	05/01/2013	ESCROW FUND BALANCE REFUND	702.229.2290101	371.55
APPLIED CONCEPTS, INC.	234532	05/01/2013	020437	702.229.2291000	2,912.50
ARAMARK REFRESHMENT SERVICES	62471	05/08/2013	39398	702.229.2286500	95.16
CHISAGO COUNTY SHERIFF'S OFFICE	05000021	05/08/2013	BRIAN ANTHONY MEDEK	702.229.2291000	300.00
CULLIGAN	3/31/13 157-98473242-8	05/01/2013	157-98473242-8	702.229.2286300	23.32
EMMONS & OLIVIER RESOURCES	00095-0037-2	05/08/2013	00095-0037	702.229.2289901	302.75
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2287301	33.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2288801	44.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2289401	22.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2293201	318.80
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2293701	1,550.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2293801	44.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2295501	380.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2295801	1,970.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2295901	755.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2296001	76.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2296201	721.00
LEVANDER, GILLEN & MILLER P.A.	4/30/13 81000E	05/08/2013	81000E	702.229.2296401	709.00
MOTOROLA	13953089	05/08/2013	10000632209 0001	702.229.2291000	3,179.05
WASHINGTON COUNTY COURT ADMIN	105041427	05/08/2013	BRIAN ANTHONY MEDEK	702.229.2291000	200.00
Fund: 702 - ESCROW FUND					14,007.13
JR'S APPLIANCE DISPOSAL	80838	04/24/2013	4/12/13	703.43.5500.446.40025	252.00
LIBERTY TIRE RECYCLING, LLC	0000248694	05/08/2013	058454	703.43.5500.446.40025	247.50
MN LIFE INSURANCE CO	MAY 2013	05/08/2013	0027324	703.43.5500.446.20620	1.47
Fund: 703 - LANDFILL ABATEMENT					500.97
Grand Total					1,579,992.23

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acceptance and Approval of Comprehensive Annual Financial Report for the Year Ended December 31, 2012 and the Auditor’s Communications Letter and Reports on Compliance with Governmental Auditing Standards and Legal Compliance

Meeting Date: May 13, 2013
 Item Type: Consent Agenda
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To accept and approve the Comprehensive Annual Financial Report (CAFR), the Auditor’s Communications Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance for the year ended December 31, 2012.

SUMMARY

Each year the City contracts with an independent Certified Public Accounting firm to audit the City’s Comprehensive Annual Financial Report. Kern, DeWenter, Viere, Ltd. performed the audit for the 2012 CAFR. They have issued an unqualified (clean) opinion on the City’s financial statements. This is the highest form of assurance a Certified Public Accounting Firm can issue. In addition to the CAFR, the Auditor’s Communications Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance are enclosed with this memo.

In reviewing the CAFR, I suggest reading the Letter of Transmittal which begins on page 3 in the Introductory Section of the report, Management’s Discussion and Analysis (MD&A) which begins on page 19 in the Financial Section of the report, and the Notes to the Financial Statements which begin on page 47 in the Financial Section in the report.

The auditors did note a significant deficiency in conducting the audit. The significant deficiency was “Lack of Segregation of Accounting Duties”. Under the audit standards the auditors need to cite specific examples based on their review and testing of the City’s internal controls. This is a comment likely to be received every year. The City’s response to the comment is included in the auditor’s “Report on Matters Identified as a Result of the Audit of the Financial Statements”.

The auditors also noted a material weakness in conducting the audit. The material weakness was “Prior Period Adjustment”. A prior period adjustment was found by staff when reviewing special assessments in the NWA. When the assessments were levied the entire amount was recorded in the NWA and should have been allocated between the NWA and Park Acquisition and Development Funds. Prior year collections have been reported as a prior period adjustment. Future collections will be allocated and reported properly. Previously, property taxes and special assessment receipts and reconciliations were completed by the same person. In 2012 these duties were split between two people. One person is responsible for the recording of the receipts while another is responsible for year-end reconciliation.

Steve Wischmann, CPA from Kern, DeWenter, Viere, Ltd. was present at the May 6, 2013 work session to review the reports and answer questions.

We will be submitting the CAFR to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting. This will be the 27th year that we have participated in this program. We will also put the CAFR on the City's website.

A special thanks to the Finance Department staff and all departments for their assistance in preparing for the audit and completion of the CAFR.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading, Fill and Encroachment Agreements for Lot 7, Block 1, Orchard Trail (Mihm) 1595 86th Court East

Meeting Date: May 13, 2013
Item Type: Consent
Contact: Thomas J. Kaldunski, City Engineer
Prepared by: Thomas J. Kaldunski, 651.450.2572
Reviewed by: Scott D. Thureen, Public Works Director

SJA

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

PURPOSE/ACTION REQUESTED

Approve a Custom Grading, Fill and Encroachment Agreements for a new home to be built at 1595 86th Court East.

SUMMARY

The owners of 1595 86th Court East are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Tom and Ann Mihm (Mihm Construction), have provided the required Grading and Erosion Control Plans. They are following the Storm Water Management Plan from the original Orchard Trail Development which allows the site to drain to an existing series of basins on the north side of the house. They have also signed the Custom Grading Agreement (attached) which spells out the conditions to be met. They will also be providing a surety of \$10,000 to ensure compliance. An engineering escrow of \$1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owners will be able to apply for a building permit following the Council approval of the Custom Grading Agreement.

In addition, the original development plan allowed for the construction of the septic system within the existing drainage and utility easement. The City Attorney has prepared an Encroachment Agreement to allow the septic system to be built on the City's easement. The septic system design has been reviewed by the Building Department. The Encroachment Agreement holds the owners responsible for additional project costs, due to the septic system being located in the easement, if the City does a future project on the easement.

Mihm Construction has also requested up to 500 cubic yards of excess fill that may be generated by City Project No. 2011-15 – Orchard Trail Stormwater Improvements. The Fill Agreement addresses the conditions under which this material could be provided.

It is recommended that the City Council approve the Custom Grading Agreement, Fill Agreement and Encroachment Agreement for 1595 86th Court (Lot 7, Block 1, Orchard Trail) and authorize the Mayor to execute the Agreements. The owners will provide surety and escrows as they apply for a building permit in the coming weeks.

TJK/kf
Attachments: Custom Grading Agreement
Fill Agreement
Encroachment Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 7, BLOCK 1, ORCHARD TRAIL
1595 86th COURT EAST
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 13th day of May, 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 Lot;

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

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

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

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

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

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

- a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;
- b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) breach of the Owner Warranties.

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to Lot 7, Block 1, Orchard Trail.

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

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

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

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

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

If to Owner: Mihm Custom Homes, Inc.
Attention: Thomas C. Mihm, President
842 Ivy Lane
Eagan, MN 55123

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

1.21 **LOT.** Lot means Lot 7, Block 1, Orchard Trail, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

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

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

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

3.8 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Lot in accord with the Development Plans. The Owner agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Custom Grading Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

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

Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk.

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

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

ARTICLE 6 **OWNER WARRANTIES**

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

8.1 **INDEMNIFICATION OF CITY.** Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs 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 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10 **ESCROW DEPOSIT**

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

("Escrow Amount").

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 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 inspection fees at the City's standard rates charged for such tasks.

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

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

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to the Improvements in the event such problems and deficiencies arise after the City has accepted the Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. This Custom Grading Agreement shall be recorded by the Owner with the County Recorder by April 30, 2013, and the Owner shall provide and execute any and all documents necessary to implement the recording.

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

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

On this 13th day of May, 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:
MIHM CUSTOM HOMES, INC.**

By: _____
Thomas C. Mihm
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Thomas C. Mihm, to me personally known, who being by me duly sworn, did say that he is the President of Mihm Custom Homes, Inc., a Minnesota corporation, and that the foregoing instrument was executed on behalf of Mihm Custom Homes, Inc. by authority of the Board of Directors of Mihm Custom Homes, Inc.

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

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APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Grading, Drainage, and Erosion Control	May 3, 2013	Pioneer Engineering, P.A.

The grading, drainage and erosion control shall also meet the requirements in the City Engineer Review and Comment Report dated May 13, 2013 prepared by City Engineer Tom Kaldunski.

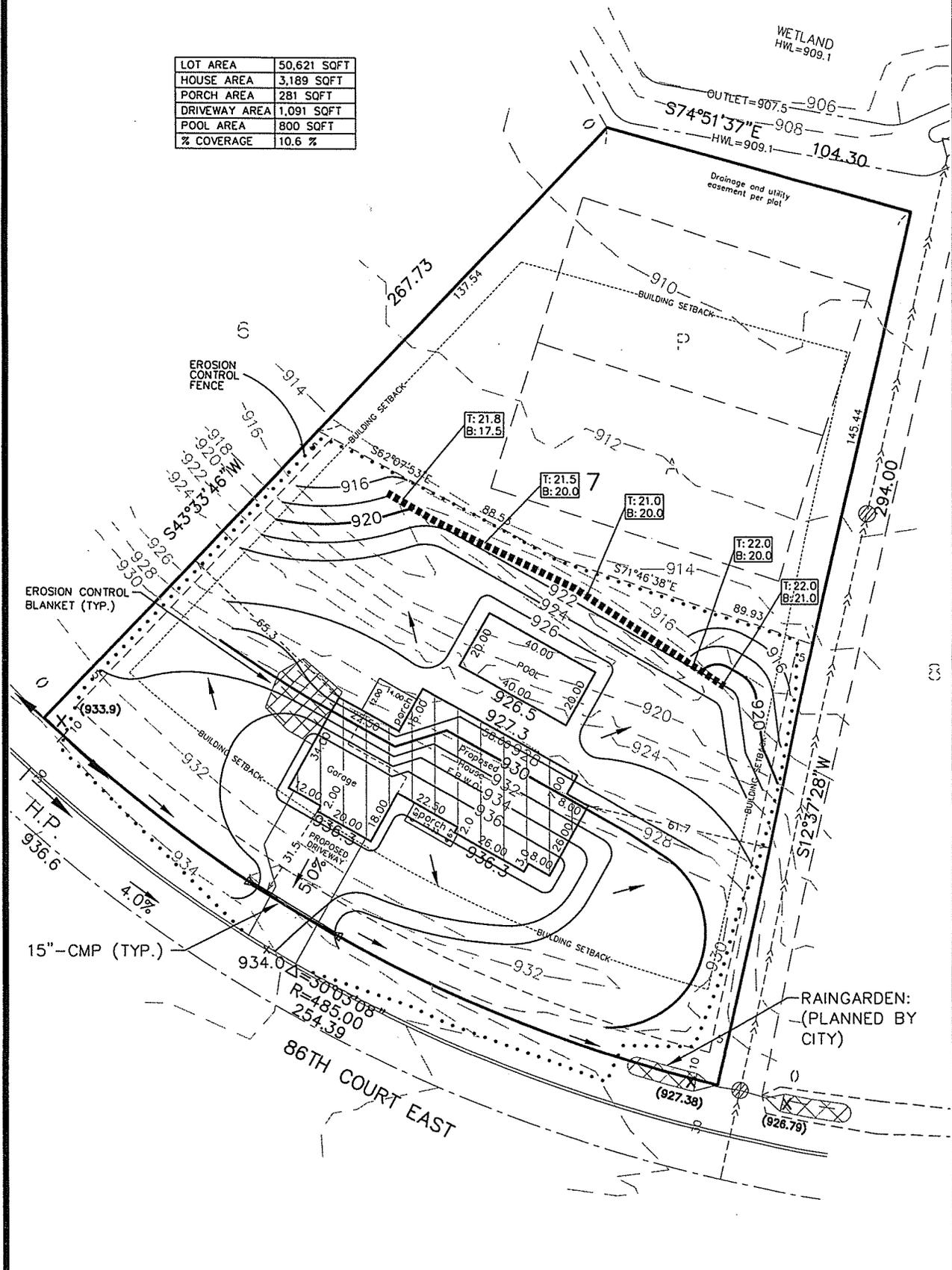
APPENDIX 2
IMPROVEMENTS

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	grading, drainage, erosion control

The City will construct the raingarden pursuant to the plan dated April 16, 2013 prepared by the City

LOT AREA	50,621 SQFT
HOUSE AREA	3,189 SQFT
PORCH AREA	281 SQFT
DRIVEWAY AREA	1,091 SQFT
POOL AREA	800 SQFT
% COVERAGE	10.6 %



PIONEERengineering
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 Ph.: (651) 681-1914
 Fax: (651) 681-9488
 www.pioneereng.com

Revisions:
 1.) 05-02-13 CITY COMMENTS
 Project #: 112311002
 Folder #: 2368
 Drawn by:

Custom Grading Exhibit for:
MIHM CUSTOM HOMES

FILL SUPPLY AGREEMENT
LOT 7, BLOCK 1, ORCHARD TRAIL, DAKOTA COUNTY, MINNESOTA

THIS FILL SUPPLY AGREEMENT (“Agreement”) is made effective as of the 13th day of May, 2013, by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as the “City”) and **Mihm Custom Homes, Inc.**, a Minnesota corporation, (hereafter referred to as the “Property 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 **Property Owner.** “Property Owner” means Mihm Custom Homes, Inc., a Minnesota corporation.

1.4 **Property.** “Property” means Lot 7, Block 1, Orchard Trail, Dakota County, Minnesota.

1.5 **Term.** “Term” means term of this Agreement from and including the effective date of this Agreement until and including December 31, 2013.

ARTICLE 2
RECITALS

Recital No. 1. The City has a plat dedicated drainage and utility easement over all of Outlot A, Orchard Trail, Dakota County, Minnesota.

Recital No. 2. The City has a planned storm water drainage pond improvement Project 2011-15 “Orchard Trail Storm Water Improvements” whereby the City plans to dredge storm water ponds located within said Outlot A and had planned to deposit the dredged soil within the eastern portion of said Outlot A.

Recital No. 3. The Property Owner owns the Property which is a single-family residential located adjacent to said Outlot A and the Property Owner has requested that the City deposit the dredged soil from its storm water ponds upon the Property to facilitate the future grading and development of the Property by the Property Owner.

ARTICLE 3
COVENANTS AND AGREEMENTS OF PROPERTY OWNER

3.1 Right of Entry and Waiver of Trespass. Property Owner covenants and agrees as follows:

(a) The Property Owner grants to the City, its agents, servants, representatives and contractors the right, privilege and license to enter upon the Property for the purposes of ingress and egress, and for the deposit of dredged soil from said Outlot A upon the Property.

(b) The Property Owner waives all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on the Property. This waiver shall survive the expiration of the Term of this Agreement.

(c) The right, privilege and license granted by the Property Owner to the City to enter upon the Property for the purposes of ingress and egress, and the deposit of dredged soil from said Outlot A shall terminate upon the expiration of the Term of this Agreement.

(d) The Property Owner covenants, represents, warrants and agrees with and to the City that it is well seized in fee of the Property and has good right to grant to the City the right, privilege and license to the City to enter upon the Property for the purposes of ingress and egress, and the deposit of dredged soil.

3.2 Soil Testing and Property Owner Accepts Soil As-Is. Property Owner acknowledges that the City has not tested the soil to be dredged from said Outlot A and makes no representations regarding the cleanliness of the soil. Property Owner acknowledges and agrees that Property accepts all risk related to the environmental condition of the soil to be dredged from said Outlot A which may or may not be uncontaminated, inert, solid earthen material that meets the standards imposed by the Minnesota Pollution Control Agency. Property Owner agrees further that it accepts the dredged fill from said Outlot A as-is and acknowledges that

dredged fill from an existing storm water drainage pond may not be soil suitable for compaction and/or load bearing soil suitable for the support of structures.

3.3 Soil Quantity and Grading. Property Owner acknowledges that the City cannot guarantee the quantity of the soil to be dredged from said Outlot A and acknowledges that the City cannot guarantee the location in which certain quantities of dredged soil will be deposited upon the Property. The Property Owner agrees to provide the City with a separate “Custom Grading Agreement and Plan” within thirty (30) days following the City’s completion of its dredging and soil deposit activities pursuant to the Agreement. The Property owner agrees that the Property owner shall secure City and any other necessary governmental permits required for the Property Owner to grade the deposited dredged fill at the Property Owner’s sole expense.

Property Owner acknowledges and agrees that the City’s contractor’s equipment necessary to deliver and place the dredged fill from said Outlot A upon the Property may destroy grass, bushes, trees and other vegetation and may result in the compaction of soil. The Owner also acknowledges and agrees that the City’s contractor will be directed by the City to attempt to deliver and place the fill in a location desired by the Property Owner; however, the Property Owner acknowledges and agrees that fill material shall not be placed in the flood storage volume areas located within existing City drainage and utility areas encumbering the Property. The Property Owner acknowledges and agrees that the City’s contractor will probably use large construction equipment that will essentially “dump the dredged fill in an area upon the Property as desired and designated by the Property Owner, and the Property Owner agrees that the Property Owner shall be solely responsible for the cost and performance of grading, erosion control, silt fencing, top soil placement, seed/sod establishment and all other restoration work required within Property Owner’s Property.

Property Owner agrees to place seed and install erosion control “Best Management Practices (BMPs)” within fourteen (14) days of final grading of the fill material.

“Best Management Practices (BMPs)” are erosion and sediment control and storm water management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction-phasing, minimizing the length of time soil areas are exposed, and other management practices published by state or designated area-wide planning agencies.

Examples of BMPs can be found in the current versions of the *Inver Grove Heights Stormwater Manual – Northwest Area* (2006), the Minnesota Pollution Control Agency’s publications, *Minnesota Stormwater Manual*, the United States Environmental Protection Agency’s, *Stormwater Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices*, Minnesota Department of Transportation’s, *Erosion Control Design Manual* and *Erosion Control Handbook for Local Roads*, and the Metropolitan Council’s *Minnesota Urban Small Sites BMP Manual* as supplemented and amended from time to time.

3.4 Release. The Property Owner agrees that the City, its officials, employees, agents and contractors shall not be liable to the Owner, or any subsequent owner of the Property, for any damage to the Property or to Property Owner’s personal property from any cause arising directly or indirectly from the terms of this Agreement, and the Property Owner waives all claims and hereby

releases the City, its officials, employees, agents and contractors of and from all claims for injury to person(s) or damage to real or personal property arising for any reason from the transaction or actions contemplated by this Agreement. Furthermore the Property Owner agrees that the City, its officials, employees, agents and contractors shall not be liable to the Property Owner, or any subsequent owner of the Property, for any costs expense or damage arising directly or indirectly from the delivery or placement of fill arising from the City's storm water pond dredging project or from the activities of the City's contractor upon the Property Owner's Property as may be authorized and directed by the Property Owner or arising from the compaction of soil by construction equipment delivering dredged fill or arising from the quality, quantity, impurity and/or contamination of the dredged fill material, and the Property Owner waives all claims and hereby releases the City, its officials, employees, agents and contractors of and from all claims for injury to person(s) or damage to real or personal property arising from the Property Owner's performance of grading, erosion control, silt fencing, top soil placement, seed/sod establishment and all other restoration work required within Property Owner's Property including, but not limited to, any unintended drainage patterns created by Property Owner's grading work.

ARTICLE 4
COVENANTS AND AGREEMENTS OF THE CITY

4.1 City to Supply Dredged Fill to Property. The City agrees during the Term of this Agreement, to supply and deliver dredged soil from its storm water drainage pond excavation and rain garden excavation Project 2011-15 "Orchard Trail Storm Water Improvements" to the Property Owner's Property as may be available and reasonably practical to deliver in locations as may be designated by the Property Owner (which do not conflict with the flood storage volume areas that exist within City drainage and utility easements). The Property Owner shall not be required to pay the City for the fair market value of the dredged fill deposited upon the Property.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Property and shall be binding upon the parties and the successors and assigns of the parties..

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

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

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

5.5 No Waiver of Immunity. Nothing contained in this Agreement shall be deemed a waiver by the City or an abrogation of the City's immunities or of the City's protections, privileges, benefits, and defenses under Minnesota Statutes Chapter 466.

5.6 No Third Party Recourse. Third parties shall have no recourse against the City or the Property Owner under this Agreement.

5.7 Incorporation of Recitals. The recitals to this Agreement are deemed to be true and accurate and are incorporated into this Agreement.

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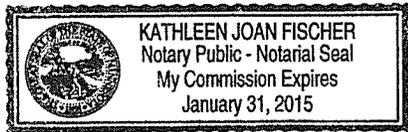
PROPERTY OWNER

MIHM CUSTOM HOMES, INC.

By: Thomas C. Mihm
Thomas C. Mihm
Its: Chief Executive Officer

STATE OF MINNESOTA)
COUNTY OF Dakota) ss.

On this 6th day of May, 2013, before me a Notary Public within and for said County, personally appeared Thomas C. Mihm, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of Mihm Custom Homes, Inc., Minnesota corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Chief Executive Officer acknowledged said instrument to be the free act and deed of the corporation.



Kathleen Joan Fischer
Notary Public

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

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 7, BLOCK 1, ORCHARD TRAIL
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 13th day of May, 2013, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and by Mihm Custom Homes, Inc., a Minnesota Corporation (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.4 City Easement. “City Easement” means the following easements located on the Subject Land:

The permanent drainage and utility easement located on the north side of the Subject Land dedicated on the recorded plat of Orchard Trail, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means, Mihm Custom Homes, Inc., a Minnesota Corporation, and their assigns and successors in interest with respect to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice 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 prepaid, addressed as follows:

IF TO CITY: City of City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER: Mihm Custom Homes, Inc.
Attention: Thomas C. Mihm, President
842 Ivy Lane
Eagan, MN 55123

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

1.7 Landowner Improvements. “Landowner Improvements” means a septic system to be constructed on the Subject Land in the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the sketch attached as **Exhibit B** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to place the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner

Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements. After construction, the Landowner, at its expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City,

the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at its own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such

as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land 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 Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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 this 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.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees 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 any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 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 and 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.

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

3.18 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.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth 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 13th day of May, 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

**OWNER:
MIHM CUSTOM HOMES, INC.**

By: _____
Thomas C. Mihm
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Thomas C. Mihm, to me personally known, who being by me duly sworn, did say that he is the President of Mihm Custom Homes, Inc., a Minnesota corporation, and that the foregoing instrument was executed on behalf of Mihm Custom Homes, Inc. by authority of the Boards of Directors of Mihm Custom Homes, Inc.

Notary Public

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

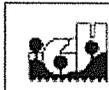
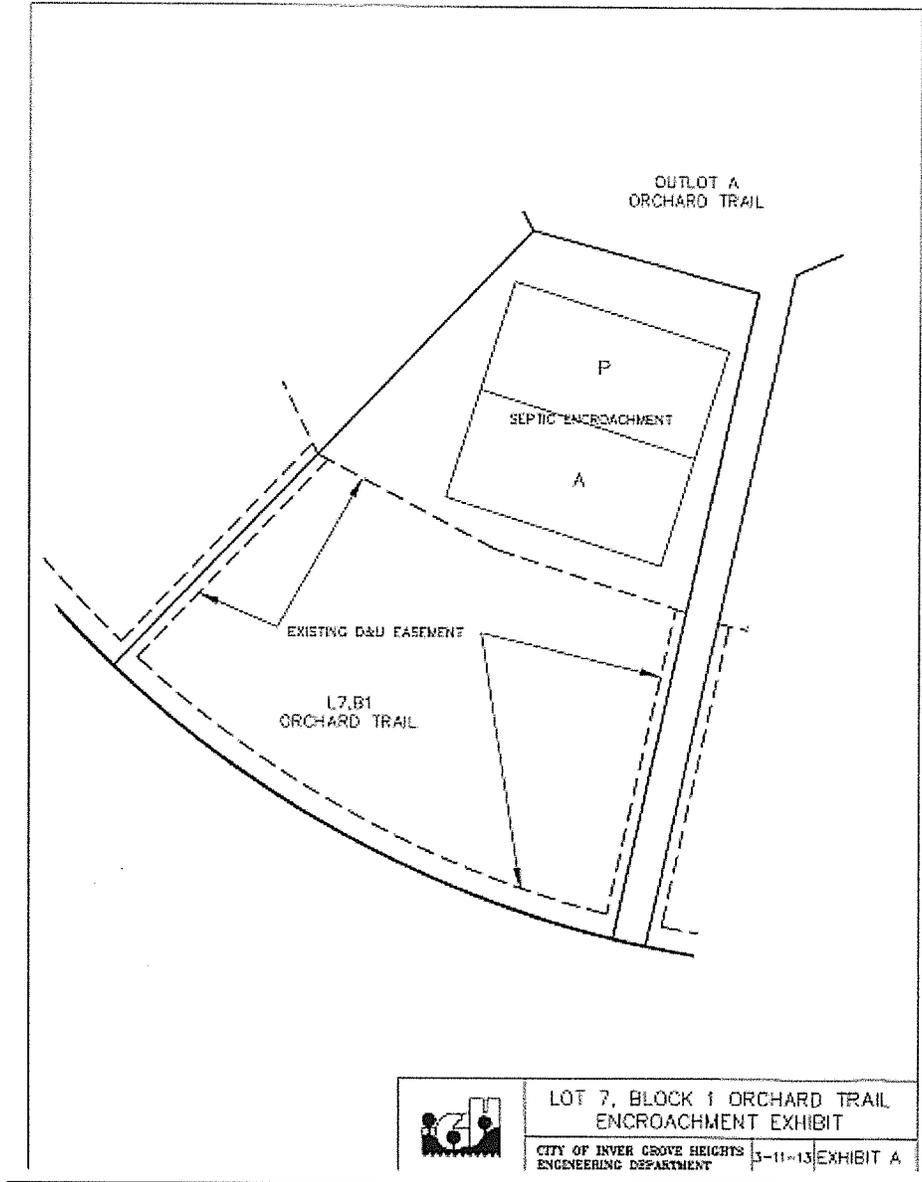
After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 7, Block 1, Orchard Trail, according to the recorded plat thereof on file and of record with the County Recorder of Dakota County, Minnesota.

EXHIBIT B
CONSTRUCTION PLAN



LOT 7, BLOCK 1 ORCHARD TRAIL
ENCROACHMENT EXHIBIT

CITY OF INVER GROVE HEIGHTS 3-11-13 EXHIBIT A
ENGINEERING DEPARTMENT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of an Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 7533 Alpine Court (Lot 2, Block 3, Argenta Hills 2nd Addition)

Meeting Date: May 13, 2013
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SAT

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

PURPOSE/ACTION REQUESTED

Consider approval of an agreement related to a homeowner's fence and gate encroaching within a drainage and utility easement at the entrance to the property located at 7533 Alpine Court (Lot 2, Block 3, Argenta Hills 2nd Addition).

SUMMARY

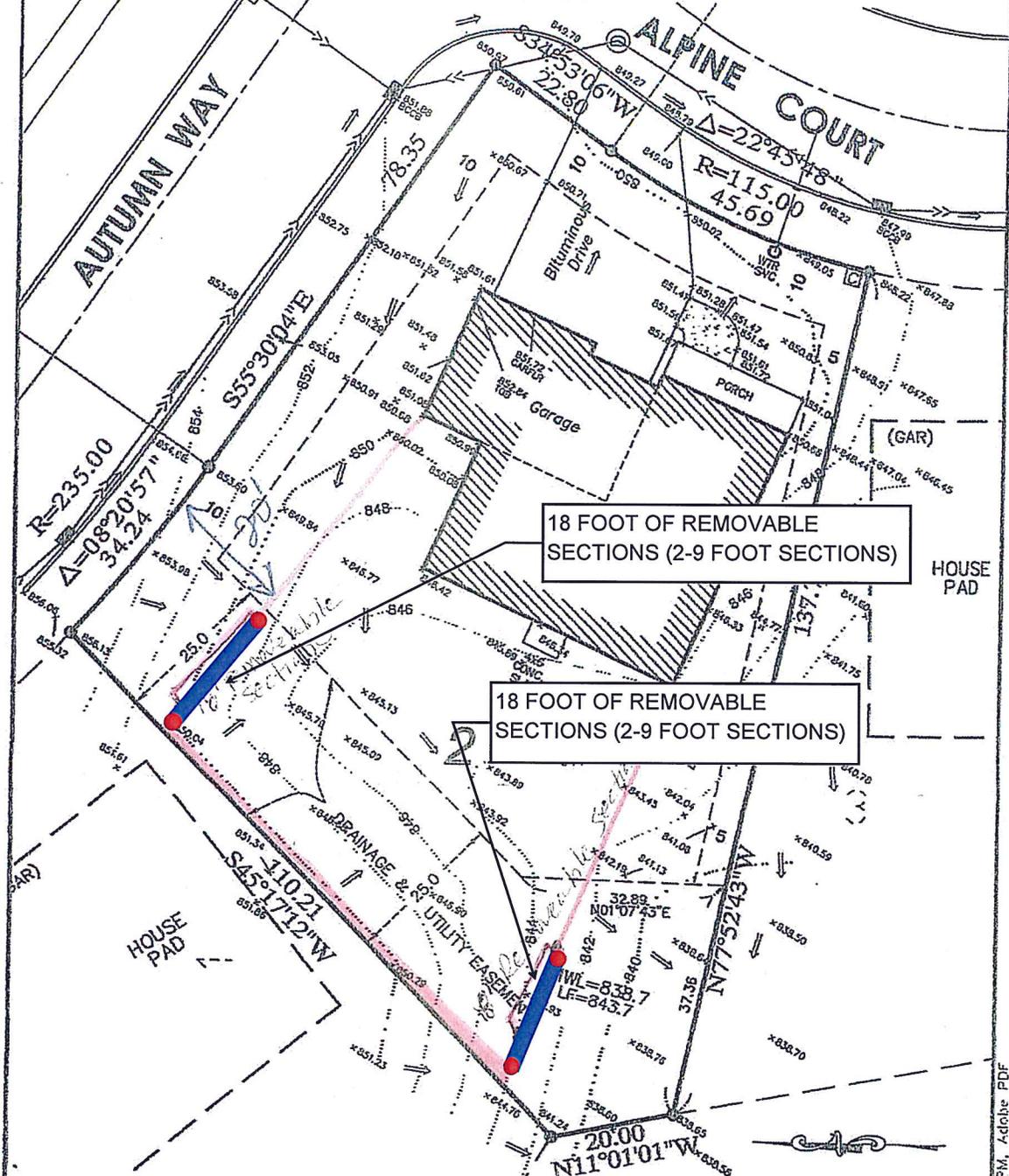
The owners of 7533 Alpine Court, Matthew and Tammy Dian, applied for a fence permit on April 18, 2013. During the review process, they requested authorization to cross a drainage and utility easement to install a black vinyl chain link fence. Since the easement is for access to an infiltration basin, Engineering staff required that an easement encroachment agreement be executed requiring the homeowner to install 2 9-foot removable sections of fence, with a removable post in the center of the 18-foot section, on each end to allow access through the easement. The added removable sections and easement encroachment agreement will keep the homeowner in compliance with the City's Obstruction Policy for pond and storm water facilities access.

A copy of the signed encroachment agreement is attached. It is recommended that the City Council approve the execution of the agreement as outlined in this memo.

TJK/kf

Attachments: Exhibit
Agreement

GRADING AS-BUILT SURVEY ~for~ CAPSTONE HOMES



--- DENOTES EXISTING CONTOURS
 x1011.2 DENOTES EXISTING ELEVATION.
 ↗ DENOTES DIRECTION OF DRAINAGE.

(12 CRS. LOOKOUT BASEMENT)
PROPOSED ELEVATIONS:
 GARAGE FLOOR = 851.7
 TOP OF BLOCK = 852.1
 TOP OF FOOTING = 843.7
 LOWEST FLOOR = 844.0
 LOWEST OPENING = 847.2 (TOP OF KNEEWALL)

(MEAS. 09/07/2011)
 (12 CRS. LOOKOUT BASEMENT)
AS-BUILT ELEVATIONS:
 --- 851.7
 --- 852.8-Gar. 852.1-House

Lot 2, Block 3, ARGENTA HILLS 2ND ADDITION, Dakota County, Minnesota.

Location: INVER GROVE HEIGHTS

Scale 1"= 20'	⊙ Denotes Iron Monument	Bearing Datum: Assumed	Job No. 11014HS	Drwg By MMD
---------------	-------------------------	------------------------	-----------------	-------------

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

E. G. RUD & SONS, INC.

By: *[Signature]*

Dated this 7th day of September, 2011. Minnesota License No. 41578

E. G. RUD & SONS, INC.
 PROFESSIONAL LAND SURVEYORS
 6776 LAKE DRIVE NE, SUITE 110
 LINO LAKES, MINNESOTA 55014
 TEL. (651) 361-8200
 FAX (651) 361-8701
 www.egrud.com

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**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 3, ARGENTA HILLS 2ND ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 13th day of May, 2013, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and by Matthew C. Dian and Tammy D. Dian, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 2, Block 3, Argenta Hills 2nd Addition, Dakota County, Minnesota

1.4 City Easement. “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easement located on the westerly side of the Subject Land dedicated on the recorded plat of Argenta Hills 2nd Addition, Dakota County, Minnesota; and adjoining Lot 1, Block 3, Argenta Hills 2nd Addition

1.5 Landowner. “Landowner” means individually and collectively Matthew C. Dian and Tammy D. Dian, husband and wife, and their successors assigns.

1.6 Formal Notice. “Formal Notice” means notice 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 prepaid, addressed as follows:

IF TO CITY: City of City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER: Matthew C. Dian and Tammy D. Dian
7533 Alpine Court
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.

1.7 Landowner Improvements. “Landowner Improvements” means the fence to be constructed on the westerly side of the Subject Land in the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential

shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to place the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

With respect to the northerly and southerly portions of the fence that are contained within the City Easement, those particular portions of the fence shall contain an eighteen (18) foot span of removable sections, with each span containing two nine (9) foot long segments. The purpose of having the removable segments is to allow the City access to the City Easement without having to remove the entire fence.

The Landowner shall not place any other structures, irrigation systems, buildings, additional fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements. After construction, the Landowner, at its expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at its own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land 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 Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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 this 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.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees 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 any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties to the Subject Land that may be acquired from and after the date of this Agreement.

3.16 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 and 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.

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

3.18 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.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth 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 13th day of May, 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

Matthew C. Dian
Matthew C. Dian

Tammy D. Dian
Tammy D. Dian

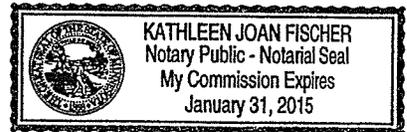
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 13th day of May, 2013, by Matthew C. Dian and Tammy D. Dian, husband and wife.

Kathleen Joan Fischer
Notary Public

This instrument was drafted by and after recording, please return to:

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



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Agreement for 2013 Citizen-Assisted Lake Monitoring Program (CAMP)

Meeting Date: May 13, 2013
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDA

	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: Funding provided by LMRWMO

PURPOSE/ACTION REQUESTED

Approve the Intergovernmental Agreement between the Metropolitan Council and the City of Inver Grove Heights for the 2013 Water Quality Sampling Program.

The City has participated in the CAMP (Citizen Assisted Lake Monitoring Program) since 1995. The lake monitoring program involves collection of in-lake samples from 192 lakes in the Twin Cities Metropolitan Area. The sampling measures surface water temperature and transparency; surface water samples are analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll-a on a monthly basis from mid-April to mid-October (approximately 7 sampling events). After each monitoring date, samples are submitted to the Metropolitan Council for chemical analysis.

The Lower Mississippi River Watershed Management Organization (LMRWMO) has agreed to provide funding in 2013 to sample the same four lakes in the City of Inver Grove Heights as sampled in 2012. The LMRWMO will provide funding to cover the costs for the sample collections by the SWCD, and for the cost of the testing kit. The LMRWMO also provided funding to cover the cost of the lab analysis by the Metropolitan Council for the four lakes.

A copy of the Intergovernmental Agreement with the Metropolitan Council is attached. The Intergovernmental Agreement defines the responsibilities of the City and the Met Council. A map showing the four lakes that the LMRWMO has selected to sample is included. It includes Simley Lake and three lakes in the Marcott chain of lakes. The City has received permission from private landowners to access the lakes for this water quality testing. The SWCD will collect water samples seven times from each of these four lakes and deliver the samples to the Met Council for testing.

Public Works/Engineering recommends approval of the agreement,

TJK/kf
 Attachment: Map
 LMRWMO letter
 Agreement

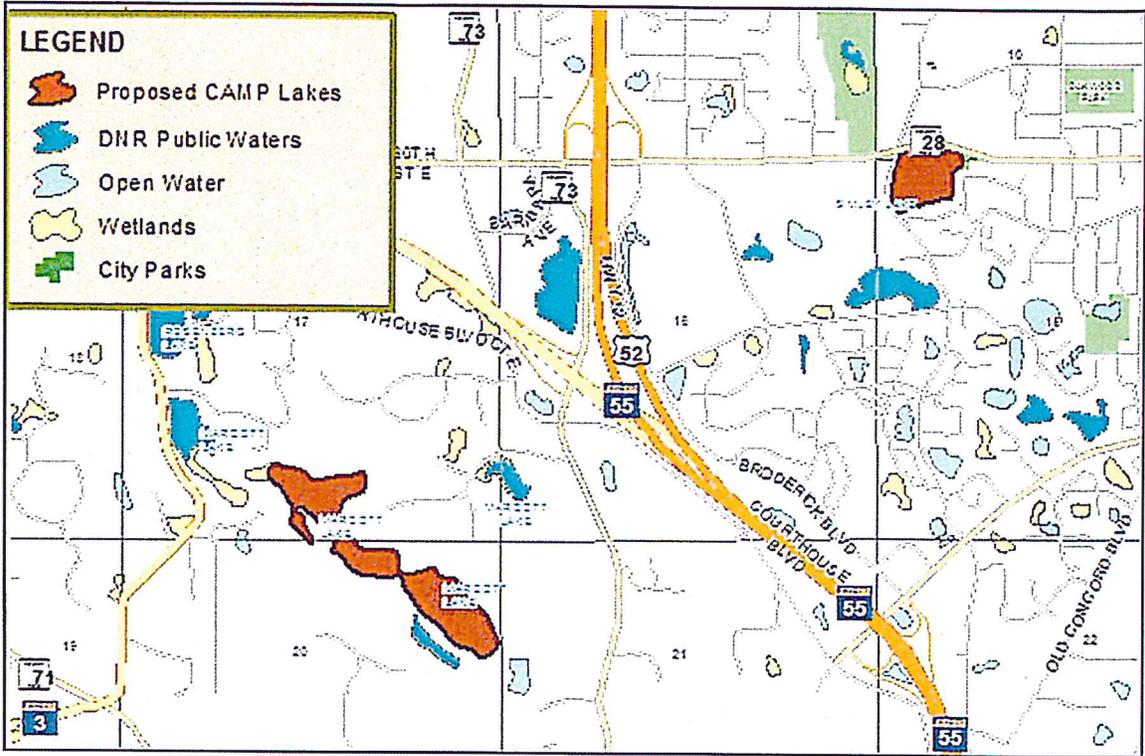


Figure 1. Proposed Inver Grove Heights CAMP Lakes

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
CITY OF INVER GROVE HEIGHTS**

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (the "Council") and the City of Inver Grove Heights (the "City"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the City agree to undertake a volunteer lake sampling study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

II. SPECIFIC SCOPE OF SERVICES

2.01 Lake Monitoring Program. The City and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples to be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a lake sampling form to help describe the lake and weather conditions at the time of the sampling event. Lakes will be visited biweekly from April through October of 2013 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled over the deepest open water location. After each sampling date, the Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.

b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2013.

Lake name	ID#	Maximum # of sampling dates	Approximate sampling interval	Quantity of new kits
Ohmans, east basin	19-0042	7	Monthly	0
Ohmans, west basin	19-0042	7	Monthly	0
Rosenberg	19-0041	7	Monthly	0
Simley	19-0037	7	Monthly	0

2.02 City Responsibilities. The City agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the City wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program.
- e. Ensuring that the volunteers fill out sampling forms during each sampling event, and collect and store samples until picked up by a Council representative.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey and train volunteers, pick up and deliver samples to the laboratory, and analyze the results of the lake and City data collection program.
- b. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- c. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to determine if any problems exist involving the volunteer's sampling methods and what should be done to correct the problem.
- d. Provide the sample bottles and labels, and filters for chlorophyll filtration.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the City agrees to pay the Council the following amounts per lake site listed in section 2.01(b).

Number of Sampling Dates	Payment amount (excludes sampling equipment)
8 to 14	\$550
6 to 7	\$280
1 to 5	\$200

For lake sites requiring sampling equipment, the cost for a kit of sampling equipment is \$150 per kit.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the City shall be made within 30 days following the end of the Monitoring Period. An invoice specifying the amount owed by the City will be sent under separate cover.

3.03 Additional Analyses. The total amount specified in the previous paragraph does not include the cost of any additional analyses requested by the City, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the City and subject to the availability of Council resources for carrying out such analyses. The Council will bill the City after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2013, and will terminate on December 31, 2013, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 City Personnel. Thomas Kaldunski, or such other person as may be designated in writing by the City, will serve as the City's representative and will assume primary responsibility for coordinating all services with the Council.

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Kent Johnson, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's

Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

4.05 Equal Employment Opportunity; Affirmative Action. The Council and the City agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the City agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or City.

4.08 Termination of Agreement. The Council and the City will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of sampling events occurring for each lake before termination versus the total sampling events specified for each lake. The balance of the amounts will be refunded by the Council to the City.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

CITY OF INVER GROVE HEIGHTS

Date _____

By _____

Name _____

Its _____

METROPOLITAN COUNCIL

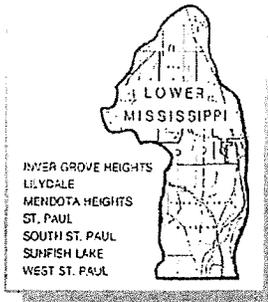
Date _____

By _____

Name _____

EMA Section Manager

Lower Mississippi River Watershed Management Organization



February 12, 2013

Lower Mississippi River WMO Members:

Tom Kaldunski, Inver Grove Heights
 John Sachi, South St. Paul
 John Mazzitello, Mendota Heights
 Mayor Williams, Sunfish Lake

Dear LMRWMO Members,

At their meeting on February 7, 2013, the Board of Managers of the Lower Mississippi River Watershed Management Organization approved their 2013 Lake Monitoring Program with reimbursement to cities for monitoring as shown below. Reimbursement to cities from the LMRWMO is for actual monitoring costs including CAMP fees and payment to the Dakota County Soil and Water Conservation District for sample collection on three Marcott Lakes and Simley Lake.

Lake	Status	Location	Maximum reimbursed to city by LMRWMO
Marcott Lake #1	2 nd year of monitoring in CAMP; 7 samples	Inver Grove Heights	\$2,100
Marcott Lake #2	2 nd year of monitoring in CAMP; 7 samples	Inver Grove Heights	\$2,100
Marcott Lake #3	2 nd year of monitoring in CAMP; 7 samples	Inver Grove Heights	\$2,100
Simley Lake	2 nd year of monitoring in CAMP; 7 samples	Inver Grove Heights	\$2,100
Hornbean Lake	Continue CAMP as in previous years; 14 samples	Sunfish Lake/Inver Grove Heights	\$550
Horseshoe Lake	Continue CAMP as in previous years; 14 samples	Sunfish Lake/Inver Grove Heights	\$550
Anderson Pond	Continue CAMP as in previous years; 7 samples	South St. Paul	\$280
LeVander Pond	Continue CAMP as in previous years; 7 samples	South St. Paul	\$280
Rogers Lake	Continue CAMP as in previous years; 14 samples	Mendota Heights	\$550
Sunfish Lake	Continue CAMP as in previous years; 14 samples	Sunfish Lake	\$550
Seidl's Lake	Continue CAMP as in previous years; 7 samples	South St. Paul/Inver Grove Heights	\$280
CAMP Test Kit			\$150
TOTAL LMRWMO COSTS			\$11,590

Sincerely,

Laura Jester, Watershed Administrator

Ⓢ = \$8,550

CC: Judy MacManus, Sunfish Lake
 Mary Jeanne Schneeman, Mendota Heights
 Janna Kieffer, LMRWMO Engineer
 Bob Bullard, LMRWMO Chair

C/O DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
 4100 220TH ST. WEST SUITE 102
 FARMINGTON, MN 55024

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Mike Povolny (Povolny Specialties)

Meeting Date: May 13, 2013
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving an Improvement Agreement, Storm Water Facilities Maintenance Agreement and Permanent Utility, Drainage and Storm Water Ponding Easement for the Povolny Specialties building expansion at 7350 Courthouse Boulevard.

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

SUMMARY

City Staff has been working with Mr. Povolny on his final development plans and documents for his building expansion of his business. A revised grading plan was submitted and reviewed by Engineering for compliance with city standards.

ANALYSIS

Ponding for the site occurs along the west boundary of the site, just north of the wetland. The standard maintenance of the storm water system is the responsibility of the landowner and is covered in the storm water facilities maintenance agreement. Engineering is requiring a public drainage and utility easement be dedicated over the storm pond and wetland area to protect this area from any future development.

RECOMMENDATION

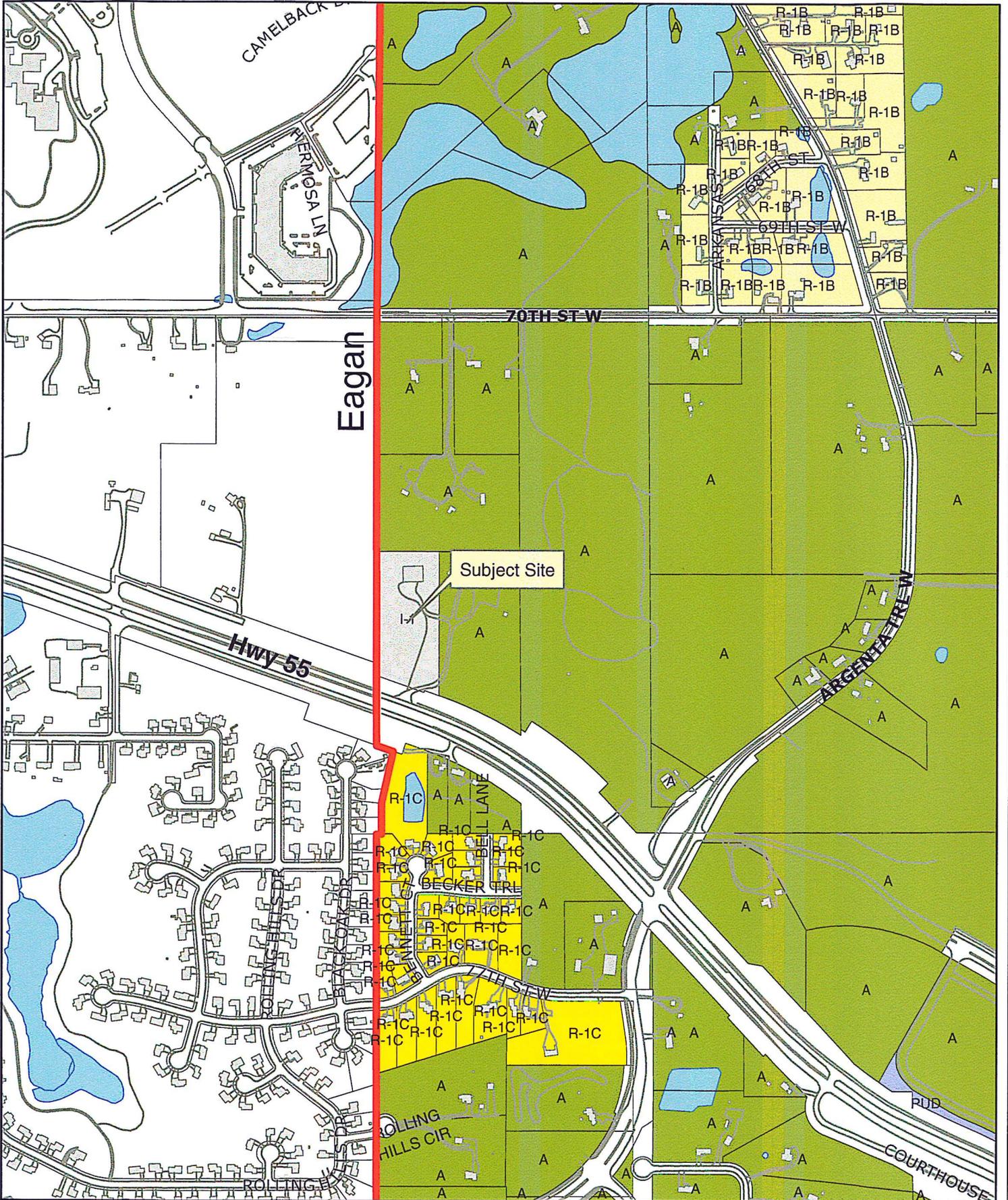
Planning Staff: Both Planning and Engineering recommend approval of the Improvement Agreement and related documents

Attachments: Location Map
 Resolution approving Improvement Agreement, Storm Water Facilities Improvement Agreement
 Storm Water Facilities Maintenance Agreement
 Permanent Utility, Drainage and Storm Water Ponding Easement document



Povolny Specialties

7350 Courthouse Boulevard



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, STORM WATER FACILITIES MAINTENACE AGREEMENT AND A PERMANENT UTILTY, DRAINAGE AND STORM WATER PONDING EASEMENT FOR PROPERTY LOCATED AT 7350 COURTHOUSE BOULEVARD

Povolny Specialties

WHEREAS, the City Council approved a Conditional Use Permit for a Manufacturing and Assembly Operation with Outdoor Storage for Povolny Specialties;

WHEREAS, the conditions of approval required the developer and city to enter into an improvement agreement and other agreements relating to storm water and easements;

WHEREAS, the agreements shall be executed by the landowner prior to receiving any building permits for the building expansion under the approved conditional use permit;

WHEREAS, the documents have been prepared and are presented to Council for approval;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Improvement Agreement, Storm Water Facilities Maintenance Agreement and Permanent Utility, Drainage and Storm Water Ponding Easement are hereby approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the documents.

Passed this 13th day of May, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
7350 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 7350 COURTHOUSE BLVD, INVER GROVE HEIGHTS, MN**

THIS AGREEMENT, made and entered into on the 13th day of May, 2013, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping.

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **Developer.** "Developer" means Povolny Specialties, Inc, a Minnesota Corporation; and Michael J. Povolny and Kim A. Povolny, husband and wife; and their successors and assigns.

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

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

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

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

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

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

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

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

d.) breach of the Developer Warranties.

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

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

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or

the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

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

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

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

I. **Fee Title.** Michael J. Povolny and Kim A. Povolny own fee title to the Subject Property. Povolny Specialties, Inc, holds a lease on the Subject Property.

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

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

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

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

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

If to Developer: Michael J. Povolny, Kim A. Povolny, and
Povolny Specialties, Inc.
7350 Courthouse Blvd.
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.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

ARTICLE 3 **DEVELOPER IMPROVEMENTS**

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

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

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

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

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

ARTICLE 4 **OTHER PERMITS**

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

paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

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

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

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

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

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

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

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

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

7.2 **City Miscellaneous Expenses.** The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

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

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

ARTICLE 8 **DEVELOPER WARRANTIES**

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

ARTICLE 9 **CITY WARRANTIES**

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

ARTICLE 10 **INDEMNIFICATION OF CITY**

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

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;

- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to the Developer obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

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

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

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

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and

construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

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

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

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

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

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

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13
MISCELLANEOUS

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

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of May, 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
POVOLNY SPECIALTIES, INC.**

By: _____
Michael J. Povolny
Its: President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Michael J. Povolny, to me personally known, who being by me duly sworn did say that he is the President of Povolny Specialties, Inc., a Minnesota corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said President and acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

OWNER AND DEVELOPER

Michael J. Povolny

Kim A. Povolny

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Michael J. Povolny and Kim A. Povolny, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

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

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EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described on the attached Certificate of Title No. 85855.

Torrens Property
PID: 20-00700-28-013

CERTIFICATE OF TITLE

No. 85855

Transferred from Certificate Number(s): 64027 by Document Number 223223

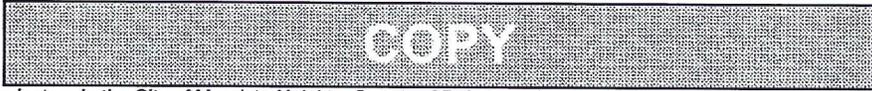
Originally registered on the 12th day of November, 1965, Volume 76 Page 26

STATE OF MINNESOTA, }
 COUNTY OF DAKOTA } S.S

REGISTRATION

This is to certify that

Michael J. Povolny,
 and Kim A. Povolny,
 residing at 1901 South Lexington, in the City of Mendota Heights, County of Dakota and State of MN
 as joint tenants,



are now the owners of an estate, in fee simple of and in the following described land, situated in the County of Dakota and State of Minnesota,
 The West 317.00 feet of the following described parcel lying south of the north 1205.50 feet thereof:

That part of the West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section Seven (7), Township Twenty seven N (27N) Range Twenty two W (22W) lying North of State Trunk Highway No. 55 described as followings: Beginning at the Northwest corner of said Section Seven (7), as marked by Judicial Land Mark, thence East along the North line of said Section 719.56 feet to a point which is 664.125 feet (40 1/4 rods) West of the Northeast corner of said West Half of the Northwest Quarter (W 1/2 NW 1/4), as marked by Judicial Land Mark, thence South and parallel with the East line of said (continued on last page)

Title Notes:

Subject to the encumbrances, liens and interest noted by the memorial underwritten or endorsed hereon; and subject to the following rights or encumbrances subsisting, as provided in Section 508.25, Minnesota Statutes, namely:

1. Liens, claims or rights arising under the laws or the Constitution of the United States, which the statutes of this state cannot require to appear of record.
2. Any real property tax or special assessment.
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease.
4. All rights in public highways upon the land.
5. Such right of appeal or right to appear and contest the application as is allowed by law.
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title.
7. Any outstanding mechanics lien rights which may exist under Section 514.01 to 514.17.

That the said Michael J. Povolny, and Kim A. Povolny, are of the ages of 18 years or older, are under no legal incapacity, and are married to each other.

Certificate of Title Number 85855 Page 1 of 4

MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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Bk 64/MR Pg 614		09/23/1955 03:00 PM	09/23/1955	\$1.00	A. A. Welshons
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RUNNING IN FAVOR OF

Right of Way Ease.

Socony Mobil Oil Company, Inc.

43177		10/03/1966 11:00 AM	07/01/1966		P. R. Welshons
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MEMORIALS

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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RUNNING IN FAVOR OF

Agree. Mod. Ease. 64-614

Mobil Oil Corporation formerly Socony Mobil Oil Company, Inc.
(Defines 40' strip)

104178	.	06/26/1979 03:00 PM	05/22/1979		James J. Foutchis
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RUNNING IN FAVOR OF

Conveyance and Extinguishment of Right of Access

Marilyn J. Christopherson to State of Minnesota
(covers Westerly 30'-see Doc.)

105305	.	08/21/1979 09:00 AM	07/27/1979		James J. Foutchis
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RUNNING IN FAVOR OF

Q.C. Deed

State of Minnesota to Marilyn J. Christopherson
(See Instrument)

247126	.	09/13/1991 03:10 PM	09/13/1991	\$170,000.00	James N. Dolan
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RUNNING IN FAVOR OF

Mortgage

Cherokee State Bank of St. Paul

144925	.	03/06/1985 03:00 PM	05/23/1966		James N. Dolan
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RUNNING IN FAVOR OF

Change of Name

Socony Mobil Oil Company, Inc.
(To: Mobil Oil Corporation)

274506	.	03/17/1993 02:19 PM	12/22/1992		James N. Dolan
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RUNNING IN FAVOR OF

Assignment Bk. 64 M.R. Page 614

Mobil Pipe Line Company

288816	.	10/21/1993 09:25 AM			James N. Dolan
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RUNNING IN FAVOR OF

Fin. State.

Cherokee State Bank of St. Paul

288817	.	10/21/1993 09:25 AM	02/12/1993		James N. Dolan
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MEMORIALS

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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RUNNING IN FAVOR OF

Ext. Mtge. 247126

(extends time from Mar. 15, 1992 to Feb. 15, 1996)

359552	.	08/29/1997 02:14 PM	05/20/1997		James N. Dolan
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RUNNING IN FAVOR OF

Easement

Northern States Power Company

(Grants the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild or remove electric transmission lines)

(See Doc.)

375673	.	06/17/1998 08:18 AM			Joel T. Beckman
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RUNNING IN FAVOR OF

Continuation Financing Statement 288816

659051	SATISFACTION	03/11/2010 09:00 AM	03/06/2010		Joel T. Beckman
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RUNNING IN FAVOR OF

Satisfies Mortgage Doc. No. 247126 and Satisfies Fin. Statement Doc. No. 288816

675152	RESOLUTION	01/31/2011 09:00 AM	12/13/2010		Joel T. Beckman
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RUNNING IN FAVOR OF

City of Inver Grove Heights

Resolution approving a conditional use permit for a manufacturing and assembly operation and outdoor storage

687207	MORTGAGE	11/17/2011 02:23 PM	09/21/2011	\$568,000.00	Joel T. Beckman
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RUNNING IN FAVOR OF

Bank of America, N.A.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 7th day of December, 1989
James N. Dolan, Registrar of Titles,
In and for the County of Dakota
and State of Minnesota.

By Pat Brown, Deputy

MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
--------------------	---------------------	---------------------------	---------------------	--------	------------------------

Legal continuation: West Half of the Northwest Quarter (W 1/2 NW 1/4), 2145.9 feet to the Northerly Right of Way line of State Trunk Highway No. 55, as marked by Judicial Land Mark, thence Northwesterly along said Right of Way line to its intersection with the West line of Section Seven (7), as marked by Judicial Land Mark thence North along said Section line 1840.9 feet to the place of beginning, as marked by Judicial Land Mark.

Subject to an easement for ingress and egress over the following described property: Commencing at the intersection of the north R/W line of S.T.H. No. 55 and the west line fo said Section 7; thence southeasterly, along said R/W line, 139.91 feet to the point of beginning of the land to be described; thence northeasterly, at right angles to said R/W line, 70.0 feet; thence southeasterly, parallel with said R/W line to the east line of the west 317.00 feet of the NW 1/4 of said Section 7; thence south along said east line to the north R/W line of S.T.H. No. 55; thence northwesterly, southwesterly, and northwesterly along said R/W line to the point of beginning.

Subject to Zoning Regulations of Inver Grove Township, County of Dakota, State of Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Grading, Drainage and Erosion Control Plan	April 22, 2013	Rehder & Associates, Inc.
2.) Landscaping Plan	April 22, 2013	Rehder & Associates, Inc.
3.) Stormwater Plan	April 22, 2013	Rehder & Associates, Inc.

The above-listed Development Plans were approved by the City Engineer on April 26, 2013.

The Development Plans also include compliance by the Developer with the conditions set forth in that certain letter to Allan Hunting, City Planner, from Assistant City Engineer, Steve Dodge dated October 24, 2012 ("Letter"). The Letter is on file with the City.

The Grading, Drainage and Erosion Control Plan is attached hereto and made a part of this Exhibit B.

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	11-15-13, or prior to issuance of building permit, whichever occurs first.	general site grading, drainage and erosion control
X	11-15-13, or prior to issuance of building permit whichever occurs first.	stormwater facilities
X	11-15-13, or prior to issuance of certificate of occupancy whichever occurs first.	site landscaping

The items listed above are Developer Improvements and are not Developer Public Improvements.

EXHIBIT D

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A BUILDING PERMIT FOR THE SUBJECT PROPERTY.** Before the Developer begins construction and before the City issues a building permit for the Subject Property, all the following conditions must be satisfied:
- a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow and vegetation escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Developer must execute an Drainage, Utility and Stormwater Ponding Easement for the Subject Property. The form of the easement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) Developer must show evidence to the City that the Developer has obtained a temporary grading and construction easement from the landowner who owns the land on the west side of the Subject Property for the purpose of allowing the Developer to grade the land on the west side of the Subject Property for drainage purposes. The owner of the land on the west side of the Subject Property appears to be Gift of Mary, LLC, or its successors. The form of the temporary easement is subject to the approval of the City Attorney and the Director of PWD.
 - h.) Developer must show written evidence to the City that the City of Eagan has approved the Development Plans. This approval is required pursuant to Article 13 of the 1997 Joint Powers Agreement between the City of Inver Grove Heights and the City of Eagan.

- 2.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A CERTIFICATE OF OCCUPANCY.** Before the City issues a certificate of occupancy for the Subject Property, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All landscaping must be completed.
- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Site grading, drainage and erosion control (incl. ponds)	\$11,880.00
2.) Stormwater Utilities	\$10,743.00
3.) Site landscaping and restoration	\$6,000.00
4.) As-built Record Plans	\$3,000.00
5.) Construction debris clean-up	\$2,000.00
SUBTOTAL:	\$33,623.00
<u>MULTIPLIED BY:</u>	x 1.25
EQUALS	\$42,028.75 Say \$42,030.00
<u>ESCROW AMOUNT:</u>	\$42,030.00

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition, the Owner shall deposit \$5,000 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 Development Plans, the Developer Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to pond stabilization, grading, drainage and erosion control and landscaping on the Subject Property and failures, if any, of the Developer to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

Upon satisfactory completion of the Developer Improvements as determined by the Director of PWD, the City shall return the remaining balance of the Engineering Escrow Amount to the Developer except for \$1,500. The City shall return to the Developer any remaining portion of the \$1,500 when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.
- b.) pond stabilization 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 or maintenance obligations for stormwater facilities exceed the initially deposited \$5,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
7350 COURTHOUSE BLVD
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of May, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Michael J. Povolny and Kim A. Povolny, 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 Michael J. Povolny and Kim A. Povolny, 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 wetlands, aboveground or underground storm water storage facilities, storm water pipes, ponds, conduits, culverts, ditches, catch basins, drainage facilities, drainage swales, storm water treatment system, storm water quality structures

or storm water collection ponds and other stormwater facilities and appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Site Plan prepared by Rehder & Associates, Inc. dated April 22, 2013, and approved by the City Engineer on April 26, 2013. The Storm Water Facility Plan is on file with the City and is attached to this Agreement as part of 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.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, 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 November 15, 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);
- 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;
- 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 Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.
- e. 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 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

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 13th day of May, 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:

Michael J. Povolny

Kim A. Povolny

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of May, 2013, by Michael J. Povolny and Kim A. Povolny, 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 on the attached Certificate of Title No. 85855.

Torrens Property
PID: 20-00700-28-013

CERTIFICATE OF TITLE

No. 85855

Transferred from Certificate Number(s): 64027 by Document Number 223223

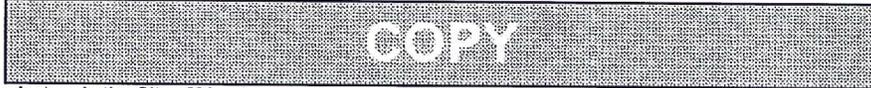
Originally registered on the 12th day of November, 1965, Volume 76 Page 26

STATE OF MINNESOTA, }
 COUNTY OF DAKOTA } S.S

REGISTRATION

This is to certify that

Michael J. Povolny,
 and Kim A. Povolny,
 residing at 1901 South Lexington, in the City of Mendota Heights, County of Dakota and State of MN
 as joint tenants,



are now the owners of an estate, in fee simple of and in the following described land, situated in the County of Dakota and State of Minnesota,

The West 317.00 feet of the following described parcel lying south of the north 1205.50 feet thereof:

That part of the West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section Seven (7), Township Twenty seven N (27N) Range Twenty two W (22W) lying North of State Trunk Highway No. 55 described as followings: Beginning at the Northwest corner of said Section Seven (7), as marked by Judicial Land Mark, thence East along the North line of said Section 719.56 feet to a point which is 664.125 feet (40 1/4 rods) West of the Northeast corner of said West Half of the Northwest Quarter (W 1/2 NW 1/4), as marked by Judicial Land Mark, thence South and parallel with the East line of said (continued on last page)

Title Notes:

Subject to the encumbrances, liens and interest noted by the memorial underwritten or endorsed hereon; and subject to the following rights or encumbrances subsisting, as provided in Section 508.25, Minnesota Statutes, namely:

1. Liens, claims or rights arising under the laws or the Constitution of the United States, which the statutes of this state cannot require to appear of record.
2. Any real property tax or special assessment.
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease.
4. All rights in public highways upon the land.
5. Such right of appeal or right to appear and contest the application as is allowed by law.
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title.
7. Any outstanding mechanics lien rights which may exist under Section 514.01 to 514.17.

That the said Michael J. Povolny, and Kim A. Povolny, are of the ages of 18 years or older, are under no legal incapacity, and are married to each other.

Certificate of Title Number 85855 Page 1 of 4

MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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Bk 64/MR Pg 614	.	09/23/1955 03:00 PM	09/23/1955	\$1.00	A. A. Welshons
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RUNNING IN FAVOR OF

Right of Way Ease.

Socony Mobil Oil Company, Inc.

43177	.	10/03/1966 11:00 AM	07/01/1966		P. R. Welshons
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MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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RUNNING IN FAVOR OF

Agree. Mod. Ease. 64-614

Mobil Oil Corporation formerly Socony Mobil Oil Company, Inc.
(Defines 40' strip)

104178	.	06/26/1979 03:00 PM	05/22/1979		James J. Foutchis
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RUNNING IN FAVOR OF

Conveyance and Extinguishment of Right of Access

Marilyn J. Christopherson to State of Minnesota
(covers Westerly 30'-see Doc.)

105305	.	08/21/1979 09:00 AM	07/27/1979		James J. Foutchis
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RUNNING IN FAVOR OF

Q.C. Deed

State of Minnesota to Marilyn J. Christopherson
(See Instrument)

247126	.	09/13/1991 03:10 PM	09/13/1991	\$170,000.00	James N. Dolan
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RUNNING IN FAVOR OF

Mortgage

Cherokee State Bank of St. Paul

144925	.	03/06/1985 03:00 PM	05/23/1966		James N. Dolan
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RUNNING IN FAVOR OF

Change of Name

Socony Mobil Oil Company, Inc.
(To: Mobil Oil Corporation)

274506	.	03/17/1993 02:19 PM	12/22/1992		James N. Dolan
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RUNNING IN FAVOR OF

Assignment Bk. 64 M.R. Page 614

Mobil Pipe Line Company

288816	.	10/21/1993 09:25 AM			James N. Dolan
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RUNNING IN FAVOR OF

Fin. State.

Cherokee State Bank of St. Paul

288817	.	10/21/1993 09:25 AM	02/12/1993		James N. Dolan
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MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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RUNNING IN FAVOR OF

Ext. Mtge. 247126

(extends time from Mar. 15, 1992 to Feb. 15, 1996)

359552	.	08/29/1997 02:14 PM	05/20/1997		James N. Dolan
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RUNNING IN FAVOR OF

Easement

Northern States Power Company

(Grants the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild or remove electric transmission lines)

(See Doc.)

375673	.	06/17/1998 08:18 AM			Joel T. Beckman
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RUNNING IN FAVOR OF

Continuation Financing Statement 288816

659051	SATISFACTION	03/11/2010 09:00 AM	03/06/2010		Joel T. Beckman
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RUNNING IN FAVOR OF

Satisfies Mortgage Doc. No. 247126 and Satisfies Fin. Statement Doc. No. 288816

675152	RESOLUTION	01/31/2011 09:00 AM	12/13/2010		Joel T. Beckman
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RUNNING IN FAVOR OF

City of Inver Grove Heights

Resolution approving a conditional use permit for a manufacturing and assembly operation and outdoor storage

687207	MORTGAGE	11/17/2011 02:23 PM	09/21/2011	\$568,000.00	Joel T. Beckman
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RUNNING IN FAVOR OF

Bank of America, N.A.

IN WITNESS WHEREOF, I have hereunto subscribed
my name and affixed the seal of my office
this 7th day of December, 1989
James N. Dolan, Registrar of Titles,
In and for the County of Dakota
and State of Minnesota.

By Pat Brown, Deputy

MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
-----------------	------------------	------------------------	------------------	--------	------------------------

Legal continuation: West Half of the Northwest Quarter (W 1/2 NW 1/4), 2145.9 feet to the Northerly Right of Way line of State Trunk Highway No. 55, as marked by Judicial Land Mark, thence Northwesterly along said Right of Way line to its intersection with the West line of Section Seven (7), as marked by Judicial Land Mark thence North along said Section line 1840.9 feet to the place of beginning, as marked by Judicial Land Mark.

Subject to an easement for ingress and egress over the following described property: Commencing at the intersection of the north R/W line of S.T.H. No. 55 and the west line fo said Section 7; thence southeasterly, along said R/W line, 139.91 feet to the point of beginning of the land to be described; thence northeasterly, at right angles to said R/W line, 70.0 feet; thence southeasterly, parallel with said R/W line to the east line of the west 317.00 feet of the NW 1/4 of said Section 7; thence south along said east line to the north R/W line of S.T.H. No. 55; thence northwesterly, southwesterly, and northwesterly along said R/W line to the point of beginning.

Subject to Zoning Regulations of Inver Grove Township, County of Dakota, State of 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 D STORM WATER FACILITY PLAN

See the attached Site Plan prepared by Rehder & Associates, Inc. dated April 22, 2013.



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

Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and completed at the job site for all information that pertains solely to the fabrication processes or to techniques of construction; for all coordination of the work of all trades; and for ensuring consistency with the Contract Documents.

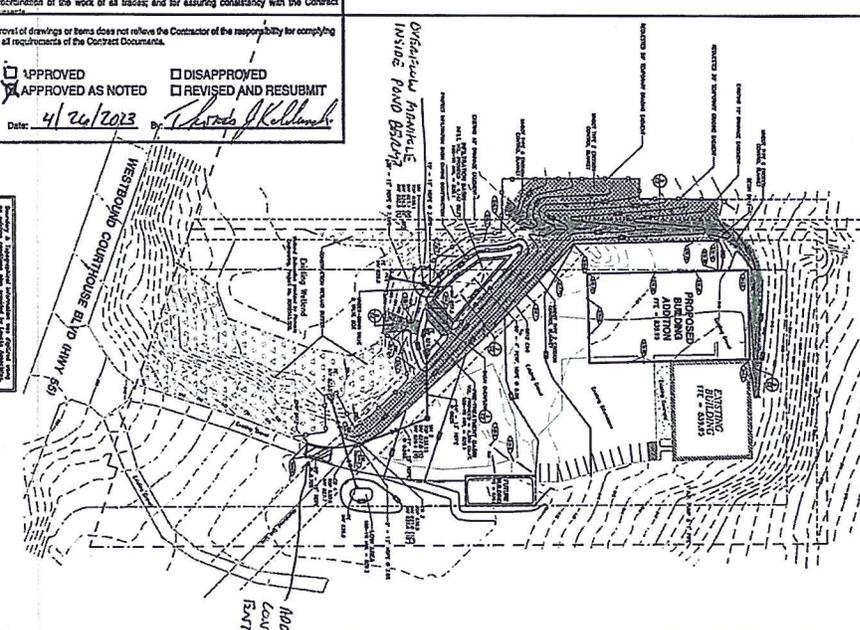
Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.

APPROVED
 APPROVED AS NOTED

DISAPPROVED
 REVISED AND RESUBMIT

Date: 4/26/2013 By: Chris J. Kellomaki

Originals Available Inside Room 854472



GRADING NOTES

- 1. All grading notes are in feet above ground.
- 2. Proposed finished ground elevations are shown in red.
- 3. Proposed finished ground elevations are shown in blue.
- 4. Proposed finished ground elevations are shown in green.
- 5. Proposed finished ground elevations are shown in yellow.
- 6. Proposed finished ground elevations are shown in orange.
- 7. Proposed finished ground elevations are shown in purple.
- 8. Proposed finished ground elevations are shown in pink.
- 9. Proposed finished ground elevations are shown in light blue.
- 10. Proposed finished ground elevations are shown in light green.
- 11. Proposed finished ground elevations are shown in light yellow.
- 12. Proposed finished ground elevations are shown in light orange.
- 13. Proposed finished ground elevations are shown in light purple.
- 14. Proposed finished ground elevations are shown in light pink.
- 15. Proposed finished ground elevations are shown in light light blue.
- 16. Proposed finished ground elevations are shown in light light green.
- 17. Proposed finished ground elevations are shown in light light yellow.
- 18. Proposed finished ground elevations are shown in light light orange.
- 19. Proposed finished ground elevations are shown in light light purple.
- 20. Proposed finished ground elevations are shown in light light pink.

EROSION CONTROL NOTES

- 1. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 2. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 3. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 4. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 5. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 6. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 7. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 8. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 9. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.
- 10. Erosion control measures shall be installed and maintained in accordance with the specifications in the contract documents.

CONTROL DRAIN OPERATIONAL SCHEDULE

ITEM	DESCRIPTION	OPERATIONAL SCHEDULE
1.01	CONTROL DRAIN	OPERATIONAL
1.02	CONTROL DRAIN	OPERATIONAL
1.03	CONTROL DRAIN	OPERATIONAL
1.04	CONTROL DRAIN	OPERATIONAL
1.05	CONTROL DRAIN	OPERATIONAL
1.06	CONTROL DRAIN	OPERATIONAL
1.07	CONTROL DRAIN	OPERATIONAL
1.08	CONTROL DRAIN	OPERATIONAL
1.09	CONTROL DRAIN	OPERATIONAL
1.10	CONTROL DRAIN	OPERATIONAL
1.11	CONTROL DRAIN	OPERATIONAL
1.12	CONTROL DRAIN	OPERATIONAL
1.13	CONTROL DRAIN	OPERATIONAL
1.14	CONTROL DRAIN	OPERATIONAL
1.15	CONTROL DRAIN	OPERATIONAL
1.16	CONTROL DRAIN	OPERATIONAL
1.17	CONTROL DRAIN	OPERATIONAL
1.18	CONTROL DRAIN	OPERATIONAL
1.19	CONTROL DRAIN	OPERATIONAL
1.20	CONTROL DRAIN	OPERATIONAL

INSPECTION AND MAINTENANCE

- 1. The contractor shall provide a detailed inspection and maintenance schedule for the storm water facility.
- 2. The contractor shall provide a detailed inspection and maintenance schedule for the storm water facility.
- 3. The contractor shall provide a detailed inspection and maintenance schedule for the storm water facility.
- 4. The contractor shall provide a detailed inspection and maintenance schedule for the storm water facility.
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- 9. The contractor shall provide a detailed inspection and maintenance schedule for the storm water facility.
- 10. The contractor shall provide a detailed inspection and maintenance schedule for the storm water facility.

INSTRUMENTATION NOTES

- 1. The contractor shall provide a detailed instrumentation schedule for the storm water facility.
- 2. The contractor shall provide a detailed instrumentation schedule for the storm water facility.
- 3. The contractor shall provide a detailed instrumentation schedule for the storm water facility.
- 4. The contractor shall provide a detailed instrumentation schedule for the storm water facility.
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- 8. The contractor shall provide a detailed instrumentation schedule for the storm water facility.
- 9. The contractor shall provide a detailed instrumentation schedule for the storm water facility.
- 10. The contractor shall provide a detailed instrumentation schedule for the storm water facility.

GENERAL NOTES

- 1. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 2. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 3. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 4. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 5. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 6. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 7. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 8. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 9. The contractor shall provide a detailed general notes schedule for the storm water facility.
- 10. The contractor shall provide a detailed general notes schedule for the storm water facility.

LEGEND

- 1. PROPOSED ADDITION
- 2. EXISTING
- 3. PROPOSED CONTROL DRAIN
- 4. PROPOSED CONTROL DRAIN
- 5. PROPOSED CONTROL DRAIN
- 6. PROPOSED CONTROL DRAIN
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- 17. PROPOSED CONTROL DRAIN
- 18. PROPOSED CONTROL DRAIN
- 19. PROPOSED CONTROL DRAIN
- 20. PROPOSED CONTROL DRAIN

GRADING SCHEDULE

- 1. GRADING SCHEDULE
- 2. GRADING SCHEDULE
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- 19. GRADING SCHEDULE
- 20. GRADING SCHEDULE

ISSUED

NO.	DATE	DESCRIPTION
1	4/26/2013	ISSUED
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Rehder & Associates, Inc.
Civil Engineering, Surveying and Land Development
2000 E. Federal Drive, Suite 100 • Eden Prairie, Minnesota 55349
Phone: 952-261-7777 • Fax: 952-261-7778 • Email: info@rehder.com

PROJECT NO. 121-1024618 DRAWING NO. 1024618-002

PERMANENT UTILITY, DRAINAGE AND STORM WATER PONDING EASEMENT

THIS **PERMANENT UTILITY, DRAINAGE AND STORM WATER PONDING EASEMENT** (Easement) is made, granted and conveyed this 13th day of May, 2013, between Michael J. Povolny and Kim A. Povolny, husband and wife, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (the Landowner Property).

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities**, under, over, across, through and upon the following described premises (the Easement Area) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference. **Exhibit B** includes the legal description of the Easement Area as well as the depiction of the Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and

b.) to maintain the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate.

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

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's property described on Exhibit A and the Easement Area described on Exhibit B and have good right to grant and convey the permanent Easement herein to the City.

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

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

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 13th day of May, 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

LANDOWNER

Michael J. Povolny

Kim A. Povolny

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Michael J. Povolny and Kim A. Povolny, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

**This instrument was drafted by
and after recording, please return to:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described on the attached Certificate of Title No. 85855.

Torrens Property
PID: 20-00700-28-013

CERTIFICATE OF TITLE

No. 85855

Transferred from Certificate Number(s): 64027 by Document Number 223223

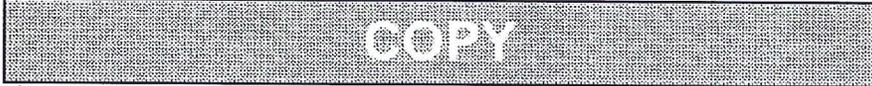
Originally registered on the 12th day of November, 1965, Volume 76 Page 26

STATE OF MINNESOTA, }
 COUNTY OF DAKOTA } S.S

REGISTRATION

This is to certify that

Michael J. Povolny,
 and Kim A. Povolny,
 residing at 1901 South Lexington, in the City of Mendota Heights, County of Dakota and State of MN
 as joint tenants,



are now the owners of an estate, in fee simple of and in the following described land, situated in the County of Dakota and State of Minnesota,

The West 317.00 feet of the following described parcel lying south of the north 1205.50 feet thereof:

That part of the West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section Seven (7), Township Twenty seven N (27N) Range Twenty two W (22W) lying North of State Trunk Highway No. 55 described as followings: Beginning at the Northwest corner of said Section Seven (7), as marked by Judicial Land Mark, thence East along the North line of said Section 719.56 feet to a point which is 664.125 feet (40 1/4 rods) West of the Northeast corner of said West Half of the Northwest Quarter (W 1/2 NW 1/4), as marked by Judicial Land Mark, thence South and parallel with the East line of said (continued on last page)

Title Notes:

Subject to the encumbrances, liens and interest noted by the memorial underwritten or endorsed hereon; and subject to the following rights or encumbrances subsisting, as provided in Section 508.25, Minnesota Statutes, namely:

1. Liens, claims or rights arising under the laws or the Constitution of the United States, which the statutes of this state cannot require to appear of record.
2. Any real property tax or special assessment.
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease.
4. All rights in public highways upon the land.
5. Such right of appeal or right to appear and contest the application as is allowed by law.
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title.
7. Any outstanding mechanics lien rights which may exist under Section 514.01 to 514.17.

That the said Michael J. Povolny, and Kim A. Povolny, are of the ages of 18 years or older, are under no legal incapacity, and are married to each other.

Certificate of Title Number 85855 Page 1 of 4

MEMORIALS

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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Bk 64/MR Pg 614	.	09/23/1955 03:00 PM	09/23/1955	\$1.00	A. A. Welshons
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RUNNING IN FAVOR OF

Right of Way Ease.

Socony Mobil Oil Company, Inc.

43177	.	10/03/1966 11:00 AM	07/01/1966		P. R. Welshons
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MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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RUNNING IN FAVOR OF

Agree. Mod. Ease. 64-614

Mobil Oil Corporation formerly Socony Mobil Oil Company, Inc.
(Defines 40' strip)

104178	.	06/26/1979 03:00 PM	05/22/1979		James J. Foutchis
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RUNNING IN FAVOR OF

Conveyance and Extinguishment of Right of Access

Marilyn J. Christopherson to State of Minnesota
(covers Westerly 30'-see Doc.)

105305	.	08/21/1979 09:00 AM	07/27/1979		James J. Foutchis
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RUNNING IN FAVOR OF

Q.C. Deed

State of Minnesota to Marilyn J. Christopherson
(See Instrument)

247126	.	09/13/1991 03:10 PM	09/13/1991	\$170,000.00	James N. Dolan
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RUNNING IN FAVOR OF

Mortgage

Cherokee State Bank of St. Paul

144925	.	03/06/1985 03:00 PM	05/23/1966		James N. Dolan
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RUNNING IN FAVOR OF

Change of Name

Socony Mobil Oil Company, Inc.
(To: Mobil Oil Corporation)

274506	.	03/17/1993 02:19 PM	12/22/1992		James N. Dolan
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RUNNING IN FAVOR OF

Assignment Bk. 64 M.R. Page 614

Mobil Pipe Line Company

288816	.	10/21/1993 09:25 AM			James N. Dolan
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RUNNING IN FAVOR OF

Fin. State.

Cherokee State Bank of St. Paul

288817	.	10/21/1993 09:25 AM	02/12/1993		James N. Dolan
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MEMORIALS

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
RUNNING IN FAVOR OF					
Ext. Mtge. 247126					
(extends time from Mar. 15, 1992 to Feb. 15, 1996)					
359552	.	08/29/1997 02:14 PM	05/20/1997		James N. Dolan
RUNNING IN FAVOR OF					
Easement					
Northern States Power Company (Grants the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild or remove electric transmission lines) (See Doc.)					
375673	.	06/17/1998 08:18 AM			Joel T. Beckman
RUNNING IN FAVOR OF					
Continuation Financing Statement 288816					
659051	SATISFACTION	03/11/2010 09:00 AM	03/06/2010		Joel T. Beckman
RUNNING IN FAVOR OF					
Satisfies Mortgage Doc. No. 247126 and Satisfies Fin. Statement Doc. No. 288816					
675152	RESOLUTION	01/31/2011 09:00 AM	12/13/2010		Joel T. Beckman
RUNNING IN FAVOR OF					
City of Inver Grove Heights					
Resolution approving a conditional use permit for a manufacturing and assembly operation and outdoor storage					
687207	MORTGAGE	11/17/2011 02:23 PM	09/21/2011	\$568,000.00	Joel T. Beckman
RUNNING IN FAVOR OF					
Bank of America, N.A.					

IN WITNESS WHEREOF, I have hereunto subscribed
my name and affixed the seal of my office
this 7th day of December, 1989
James N. Dolan, Registrar of Titles,
In and for the County of Dakota
and State of Minnesota.

By Pat Brown, Deputy

MEMORIALS

OF ESTATES, EASMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF DOCUMENT	REGISTRATION DATE TIME	DATE OF DOCUMENT	AMOUNT	SIGNATURE OF REGISTRAR
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Legal continuation: West Half of the Northwest Quarter (W 1/2 NW 1/4), 2145.9 feet to the Northerly Right of Way line of State Trunk Highway No. 55, as marked by Judicial Land Mark, thence Northwesterly along said Right of Way line to its intersection with the West line of Section Seven (7), as marked by Judicial Land Mark thence North along said Section line 1840.9 feet to the place of beginning, as marked by Judicial Land Mark.

Subject to an easement for ingress and egress over the following described property: Commencing at the intersection of the north R/W line of S.T.H. No. 55 and the west line fo said Section 7; thence southeasterly, along said R/W line, 139.91 feet to the point of beginning of the land to be described; thence northeasterly, at right angles to said R/W line, 70.0 feet; thence southeasterly, parallel with said R/W line to the east line of the west 317.00 feet of the NW 1/4 of said Section 7; thence south along said east line to the north R/W line of S.T.H. No. 55; thence northwesterly, southwesterly, and northwesterly along said R/W line to the point of beginning.

Subject to Zoning Regulations of Inver Grove Township, County of Dakota, State of Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner Property, in the City of Inver Grove Heights, Dakota County, Minnesota described as follows:

That part of the West 317.00 feet of the West Half of the Northwest Quarter of Section 7, Township 27, Range 22, Dakota County, Minnesota lying south of the North 1205.50 feet thereof and lying north of the north right of way line of State Trunk Highway No. 55 described as follows:

Commencing at the northwest corner of said West Half of the Northwest Quarter; thence South 0 degrees 06 minutes 27 seconds East, along the west line of said West Half of the Northwest Quarter, a distance of 1556.40 feet to the point of beginning; thence South 36 degrees 11 minutes 07 seconds East a distance of 54.23 feet; thence South 46 degrees 05 minutes 28 seconds East a distance of 23.66 feet; thence South 80 degrees 34 minutes 12 seconds East a distance of 80.76 feet; thence North 78 degrees 59 minutes 13 degrees East a distance of 24.32 feet; thence South 38 degrees 39 minutes 28 seconds East a distance of 73.83 feet; thence North 74 degrees 22 minutes 03 seconds East a distance of 123.00 feet to the east line of said West 317.00 feet, also being the east line of land described in Certificate of Title No. 85855; thence South 0 degrees 06 minutes 27 seconds East, along said east line, a distance of 20.76 feet; thence South 74 degrees 22 minutes 03 seconds West a distance of 136.52 feet; thence South 16 degrees 39 minutes 11 seconds West a distance of 43.96 feet; thence South 40 degrees 40 minutes 47 seconds West a distance of 42.77 feet; thence South 22 degrees 19 minutes 04 seconds West a distance of 65.73 feet; thence South 72 degrees 43 minutes 50 seconds West a distance of 63 feet, more or less, to said north right of way line of State Trunk Highway No. 55; thence northwesterly, along said north right of way line to the west line of said West Half of the Northwest Quarter; thence North 0 degrees 06 minutes 27 seconds West, along said west line, to the point of beginning.

Easement Sketch for: POVOLNY SPECIALTIES

Northwest corner of the Northwest Quarter of Section 7, Township 27, Range 22 (Dakota County Cast Iron Monument)

South line of the North 1205.50 feet of the Northwest Quarter of Section 7, Township 27, Range 22

West line of the Northwest Quarter of Section 7, Township 27, Range 22

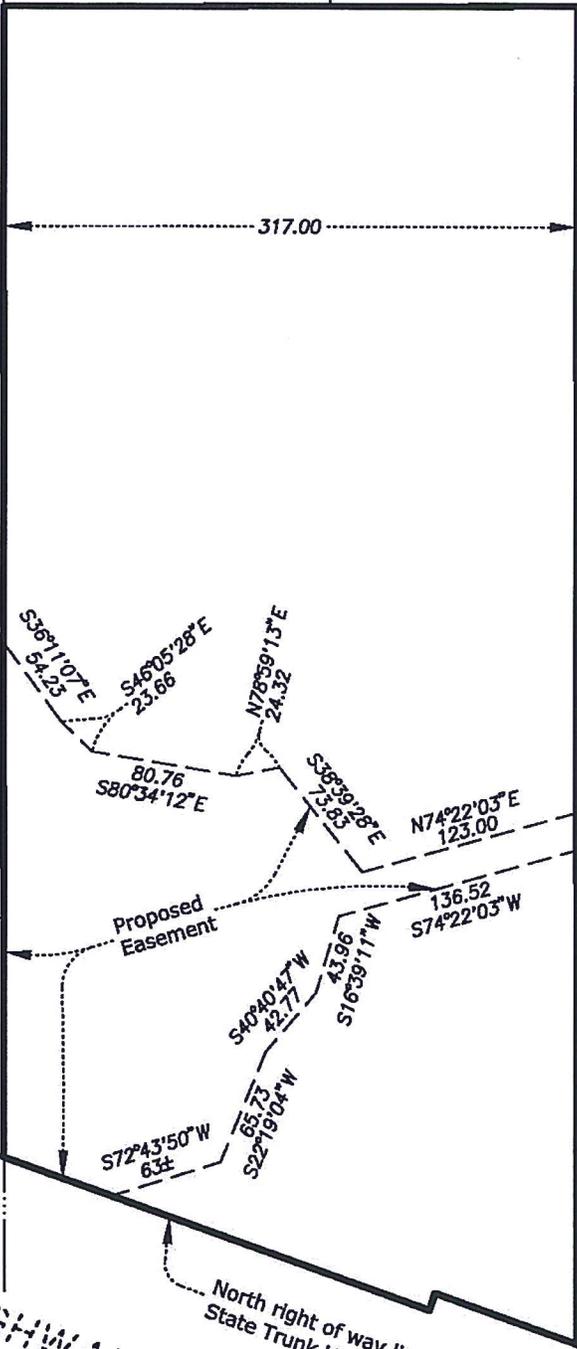
East line of land described in Certificate of Title No. 85855



Scale: 1 inch = 100 feet

TRUNK HIGHWAY NO. 55

North right of way line of State Trunk Highway No. 55



I hereby certify that this survey was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 3rd day of May, 2013.

REHDER & ASSOCIATES, INC.

Thomas J. Adam
Thomas J. Adam, Land Surveyor
Minnesota License No. 43414

Rehder and Associates, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
✦JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, Jay P. Karlovich, and David B. Gates City Attorneys
DATE: May 6, 2013
**RE: Concord Boulevard Street Reconstruction Phase II Improvements,
City Project No. 2001-12 –
Assessment Appeal / Compromise Agreements for the Dismissal of
Assessment Appeal re ABE Investments, LLC**

Section 1. Background. This memo relates to a proposed settlement of a special assessment appeal matter, in District Court File No. 19HA-CV-12-3791. As part of City Project No. 2001-12, the Concord Boulevard Street Reconstruction Phase II Improvements, the City undertook the reconstruction and resurfacing of Concord Boulevard, the installation of new turn lanes, sidewalks, trails, curb and gutter and other drainage improvements. On June 25, 2012, the Council held an assessment hearing and adopted a \$7,231.78 special assessment against property owned by ABE Investments LLC at the corner of Concord Boulevard and 80th Street. The Property Owner appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court.

After negotiations between the parties to settle the assessment appeal action, the Property Owner has agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal and memorialize the covenants and agreements between the City and Property Owner in connection with the assessment appeal.

The salient terms of the Compromise Agreement between the City and Property Owner provide as follows:

- City to Reduce Assessment by \$2,731.78. The City agrees that the City shall accept payment of \$4,500 on or before July 1, 2013 as full satisfaction of the Assessment, or, alternatively, reduce the remaining principal balance of the \$7,231.78 assessment by a reduction amount of \$2,731.78 in the event the Property Owner chooses to pay the assessment amount in installments.

- Any assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-12-3791 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. Council Action. The Council is asked to consider the following at the May 13, 2013 meeting:

1. Approval of the attached resolution approving the Compromise Agreement between the City and ABE Investments, LLC for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-12-3791, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-12-3791.
2. Authorizing the Mayor and Deputy City Clerk to execute the documents referenced above. The Council is also asked to authorize the City Attorney to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court to obtain dismissal of the special assessment appeal, District Court File No. 19HA-CV-12-3791.

The City Administrator and the City Attorney recommend approval of the proposed \$2,731.78 assessment reduction to settle the assessment appeal based on the unique access characteristics of the subject property, and based upon the appraisal and other litigation costs needed to prosecute the assessment appeal in pursuit of the full \$7,231.78 assessment.

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

RESOLUTION NO. 13-_____

**RESOLUTION APPROVING A COMPROMISE AGREEMENT,
AND A SETTLEMENT STIPULATION, ORDER AND JUDGMENT
BETWEEN ABE INVESTMENTS, LLC AND THE CITY OF
INVER GROVE HEIGHTS RELATING TO CITY PROJECT NO. 2001-12**

WHEREAS, ABE Investments LLC, a Minnesota limited liability company (the “Property Owner”), owns real property in the City of Inver Grove Heights currently identified as Dakota County Property Tax ID No. is 20-18920-01-010 (the “ABE Investments Property”).

WHEREAS, the Feasibility Report for the Concord Boulevard Street Reconstruction Phase II Improvements, City Project No. 2001-12 (the “Project”), proposed to specially assess the ABE Investments Property, pursuant to the Preliminary Assessment Roll contained in the Feasibility Report.

WHEREAS, on June 25, 2012, the Council approved Resolution No. 12-107, adopting the third and final assessment roll for the Project.

WHEREAS, the final assessment roll for the Project included a special assessment of \$7,231.78 against the ABE Investments Property.

WHEREAS, the Property Owner appealed the special assessment by filing an action in Dakota County District Court File No. 19HA-CV-12-3791.

WHEREAS, the Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-12-3791.

WHEREAS, the salient terms of the Compromise Agreement between the City and Property Owner are as follows:

- The City agrees that the City shall accept payment of \$4,500.00 from the Property Owner on or before July 1, 2013 as full satisfaction of the Assessment Levy Amount and all accrued interest thereon, or, alternatively, reduce the remaining principal balance of the \$7,231.78 assessment against the ABE Investments Property by a reduction amount of \$2,731.78.
- Any assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City.

- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-12-3791 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between ABE Investments, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights.
2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-12-3791.
3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between ABE Investments, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-12-3791.
4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-12-3791.
5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-12-3791.

Passed this 13th day of May, 2013.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

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

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the ____ day of _____, 2013 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and ABE Investments LLC, a Minnesota limited liability company ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-18290-01-010 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City reconstructed and resurfaced Concord Boulevard, installed new turn lanes, sidewalks, trails, curb and gutter and other drainage improvements as part of the City's Concord Boulevard Street Reconstruction Phase II Improvements, City Project No. 2001-12 (the "Project");

WHEREAS, on June 25, 2012, the City held an assessment hearing and levied a \$7,231.78 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-12-3791; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-12-3791.

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

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-12-3791.

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

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-12-3791.

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

ARTICLE II
DEFINITIONS

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

- (a) **Agreement:** This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-12-3791.
- (b) **Agreement Date:** The date written in the first paragraph of the Agreement.
- (c) **Assessment Levy Amount:** The amount of the City's original assessment levy against the Property for the Project improvements in the amount of \$7,231.78.
- (d) **City:** The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) **Project:** The City's Concord Boulevard Street Reconstruction Phase II Improvements, City Project No. 2001-12.

- (f) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-18290-01-010 and legally described as follows:

Lot 1, Block 1, Concord Commons, Dakota County, Minnesota.
- (g) Property Owner: ABE Investments LLC, a Minnesota limited liability company.
- (h) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-12-3791.

ARTICLE III
COVENANTS AND AGREEMENTS

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

- (a) City acceptance of \$4,500.00 Property Owner total payment on or before July 1, 2013 as full satisfaction of Assessment Levy Amount and all accrued interest thereon: The City and the Property Owner acknowledge that the Assessment Levy Amount was certified to Dakota County to be collected with the property taxes for the Property over a ten (10) year period with interest accruing at four and eight tenths percent (4.8%) per annum from the June 25, 2012 assessment levy date. The City and the Property Owner also acknowledge that Dakota County will be collecting \$625.01 in assessment principal and interest on the Assessment Levy Amount with the first half of the Property's payable 2013 property taxes which are collected on May 15, 2013 by Dakota County. The City and the Property Owner hereby agree that if the Property Owner delivers a payment in the amount of \$3,874.99 ($\$4,500.00 - \$625.01 = \$3,874.99$) to the City on or before July 1, 2013, the City shall certify to Dakota County that the Assessment Levy Amount and all accrued interest thereon has been paid in full.
- (b) Alternative City Reduction of Property Assessment Principal Balance: If the Property Owner fails or chooses to not make the \$3,874.99 payment to the City on or before July 1, 2013, the City agrees that the City shall certify to Dakota County that the remaining principal balance of on the Assessment Levy Amount be reduced in the amount of \$2,731.78 ($\$7,231.78 - \$4,500.00 = \$2,731.78$). Said \$2,731.78 assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. The Property Owner acknowledges and agrees that said assessment principal reduction amount would be subtracted from the \$6,508.60 principal balance of on the Assessment Levy

Amount remaining after the collection of the payable 2013 property taxes for the Property, and the Property Owner acknowledges and agrees that said assessment principal reduction shall not affect the assessment principal and interest on the Assessment Levy Amount being collected with the Property's payable 2013 property taxes.

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

- (a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.
- (b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has executed this Agreement and provided the Property Owner with a fully executed copy of this Agreement; and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.
- (c) Property Owner \$3,874.99 lump sum payment to the City on or before July 1, 2013 or Property Owner agreement to \$2,731.78 assessment principal reduction: Property Owner hereby agrees to delivers a payment in the amount of \$3,874.99 ($\$4,500.00 - \$625.01 = \$3,874.99$) to the City on or before July 1, 2013; or, Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the City's \$2,731.78 assessment principal reduction amount certified by the City to Dakota County pursuant to this Agreement. The City and the Property Owner acknowledge that the Assessment Levy Amount was certified to Dakota County to be collected with the property taxes for the Property over a ten (10) year period with interest accruing at four and eight tenths percent (4.8%) per annum from the June 25, 2012 assessment levy date. Property Owner acknowledges and agrees that if the Property does not deliver a payment in the amount of \$3,874.99 to the City on or before July 1, 2013, the City's certification of the \$2,731.78 assessment principal reduction amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the Assessment Levy Amount that will be collected with the payable 2013 property taxes for the Property. Property Owner acknowledges and agrees that the benefit of the City's potential certification of the \$2,731.78 assessment principal reduction amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2014 property

taxes.

- (d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property for the Project improvements up to \$4,500.00. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 12-107, including, but not limited to, notice and hearing requirements and any claim that any or all of said \$4,500.00 amount exceeds the benefit to the Property for the Project.

ARTICLE 4 **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

section of this Agreement.

Section 4.09 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The balance of this page is intentionally left blank.

Exhibit A

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-12-3791

ABE Investments LLC,
a Minnesota limited liability company,

Appellant,

**SETTLEMENT STIPULATION
ORDER AND JUDGMENT**

v.

City of Inver Grove Heights,

Case Type: Special Assessment
Appeal

Respondent.

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

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

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
APPELLANT

STEPHEN L. NELSON, P.A.

By: _____
Stephen L. Nelson, Lic. No. 78219
Stephen L. Nelson, P.A.
665 North Snelling Avenue
St. Paul, MN 55104
Telephone: (651) 646-5000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

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

ORDER

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

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2013.

BY THE COURT:

Judge of District Court

JUDGMENT

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

Dated: _____, 2013.

COURT ADMINISTRATOR:

By: _____

Its: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ACCEPT RESULTS OF BUSINESS SURVEY

Meeting Date: May 13, 2013
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Accept the recently completed survey of businesses administered by Decision Resources.

SUMMARY The City Council heard a presentation from Decision Resources at their work session meeting on May 6 on the results of the business survey.

A copy of their power point presentation is attached. Their presentation will be on the City's web site and we will communicate much of the results in an upcoming issue of Insights.

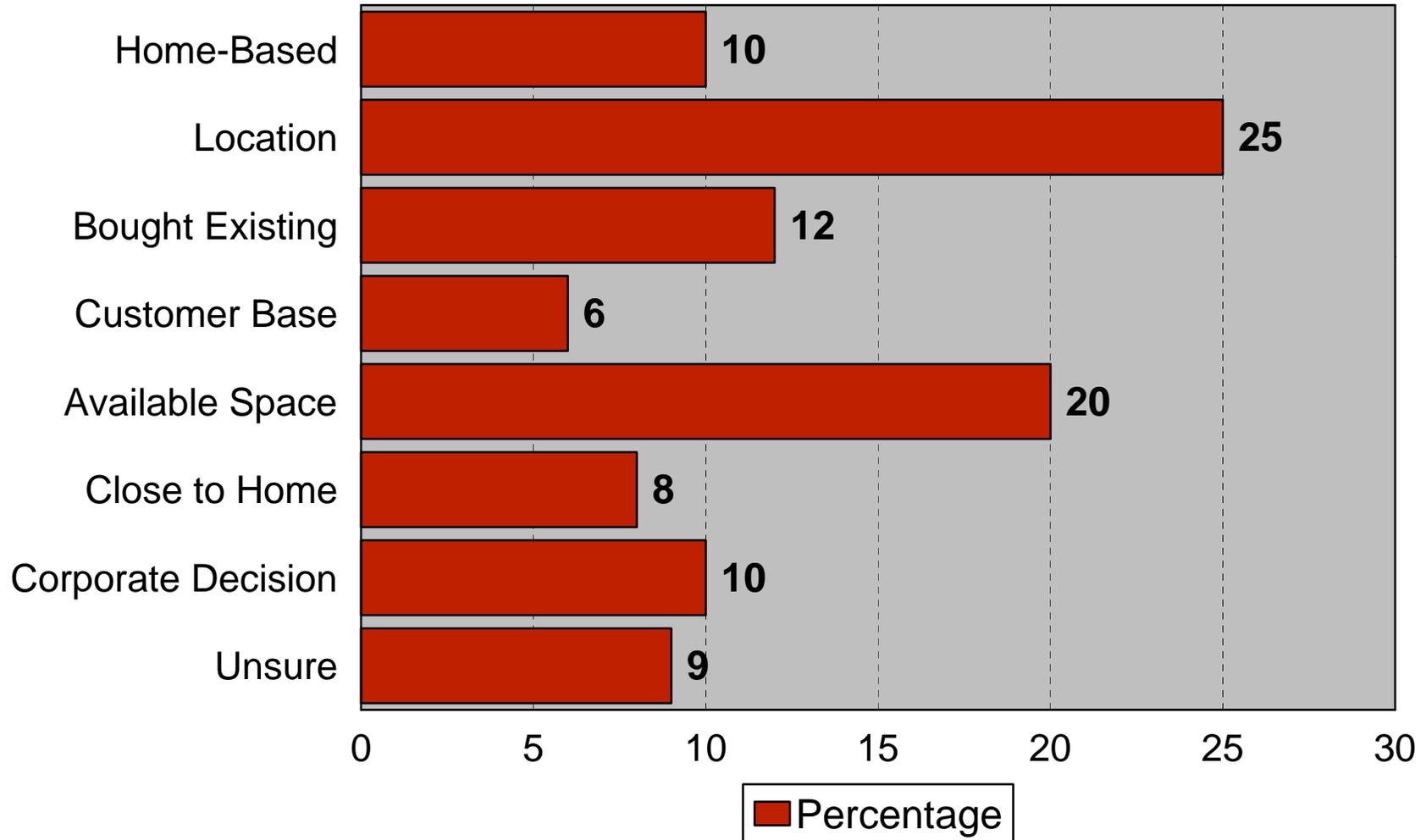
2012 City of Inver Grove Heights

Local Business Study

Decision Resources, Ltd.

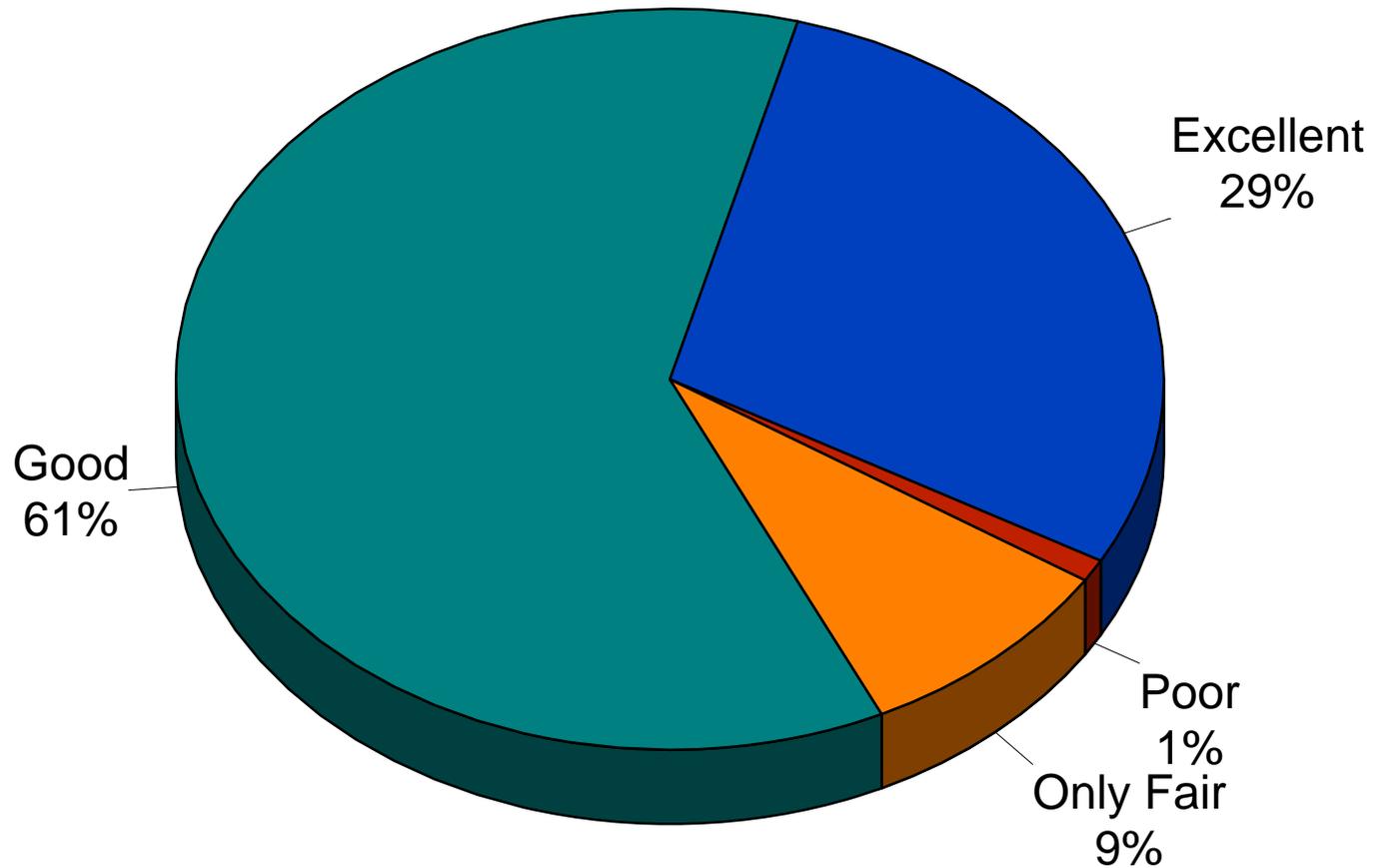
Primary Reason for Locating

2012 City of Inver Grove Heights Business Study



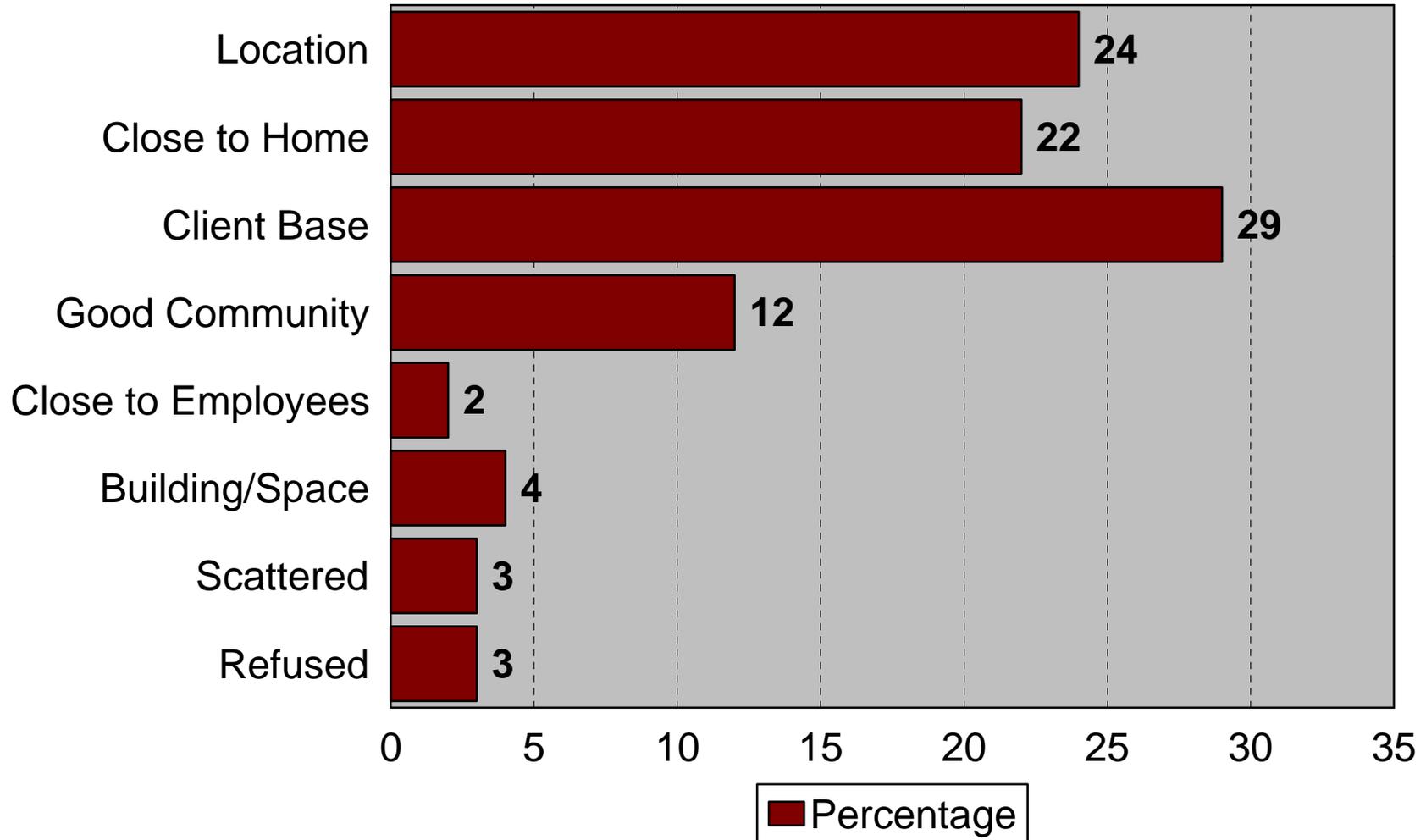
City Business Atmosphere

2012 City of Inver Grove Heights Business Study



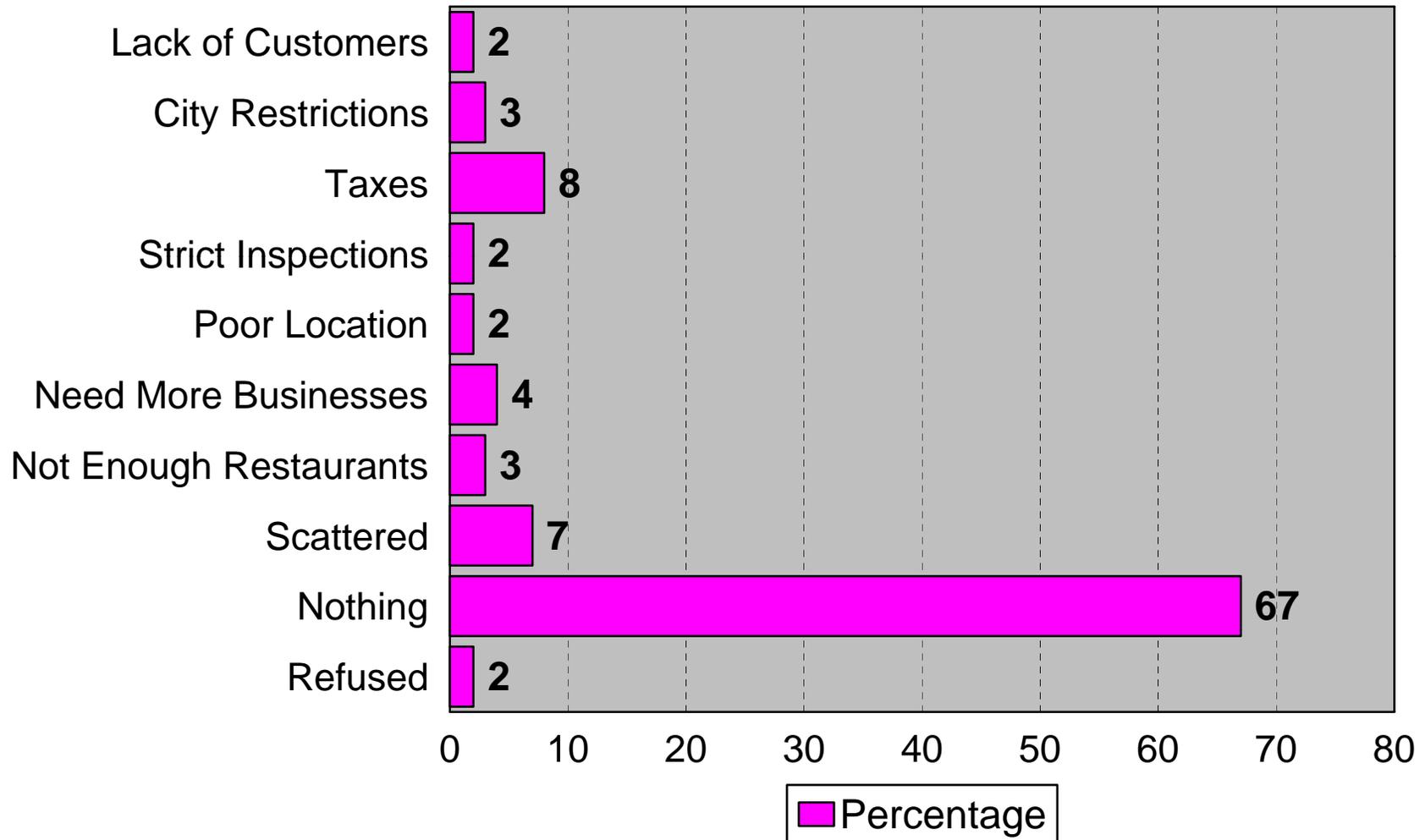
Like Most about Inver Grove Heights

2012 City of Inver Grove Heights Business Study



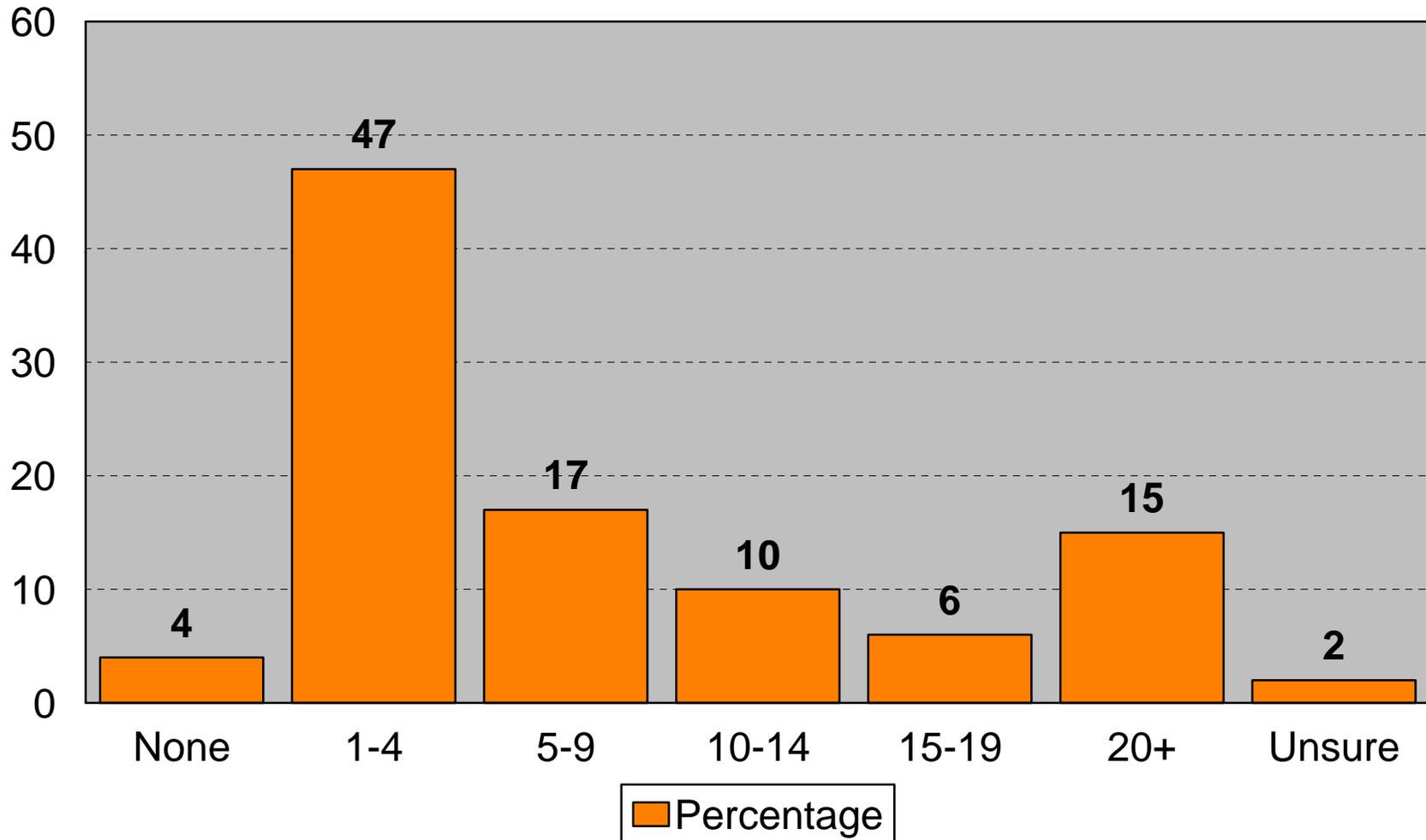
Like Least about Inver Grove Heights

2012 City of Inver Grove Heights Business Study



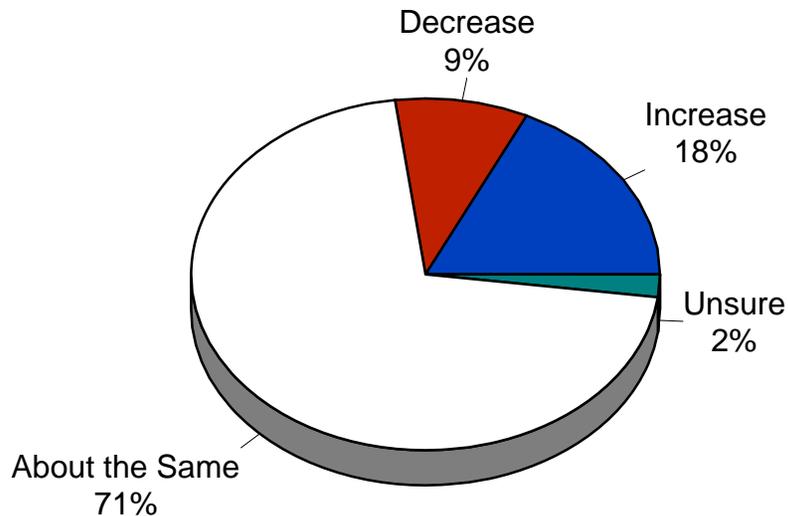
Full-Time Work Force

2012 City of Inver Grove Heights Business Study

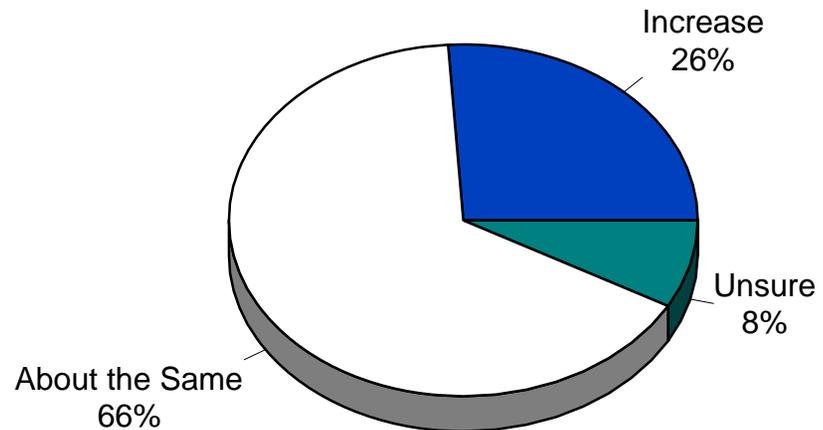


Change in Numbers of Full-Time Employees

2012 City of Inver Grove Heights Business Study



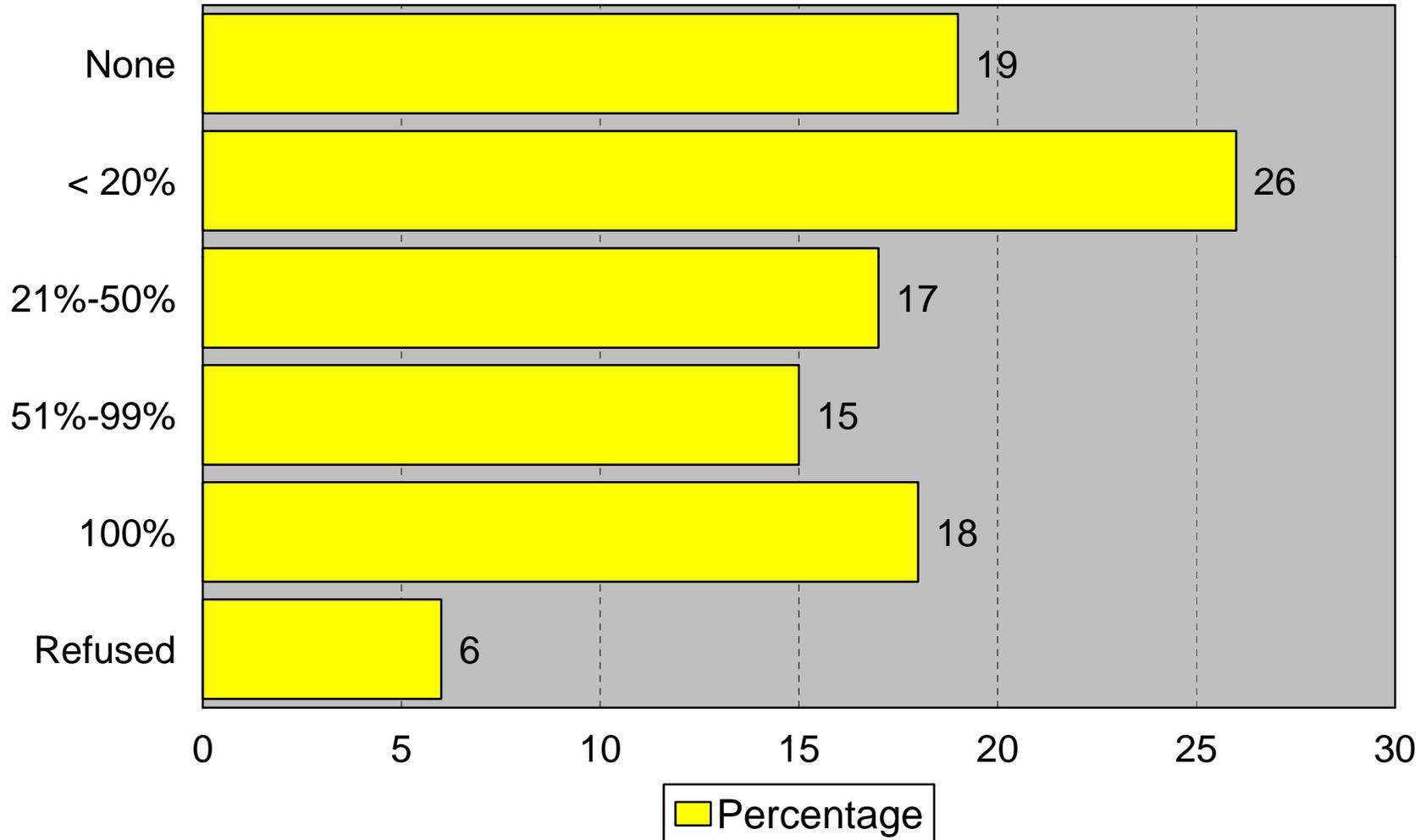
Past 24 Months



Next 24 Months

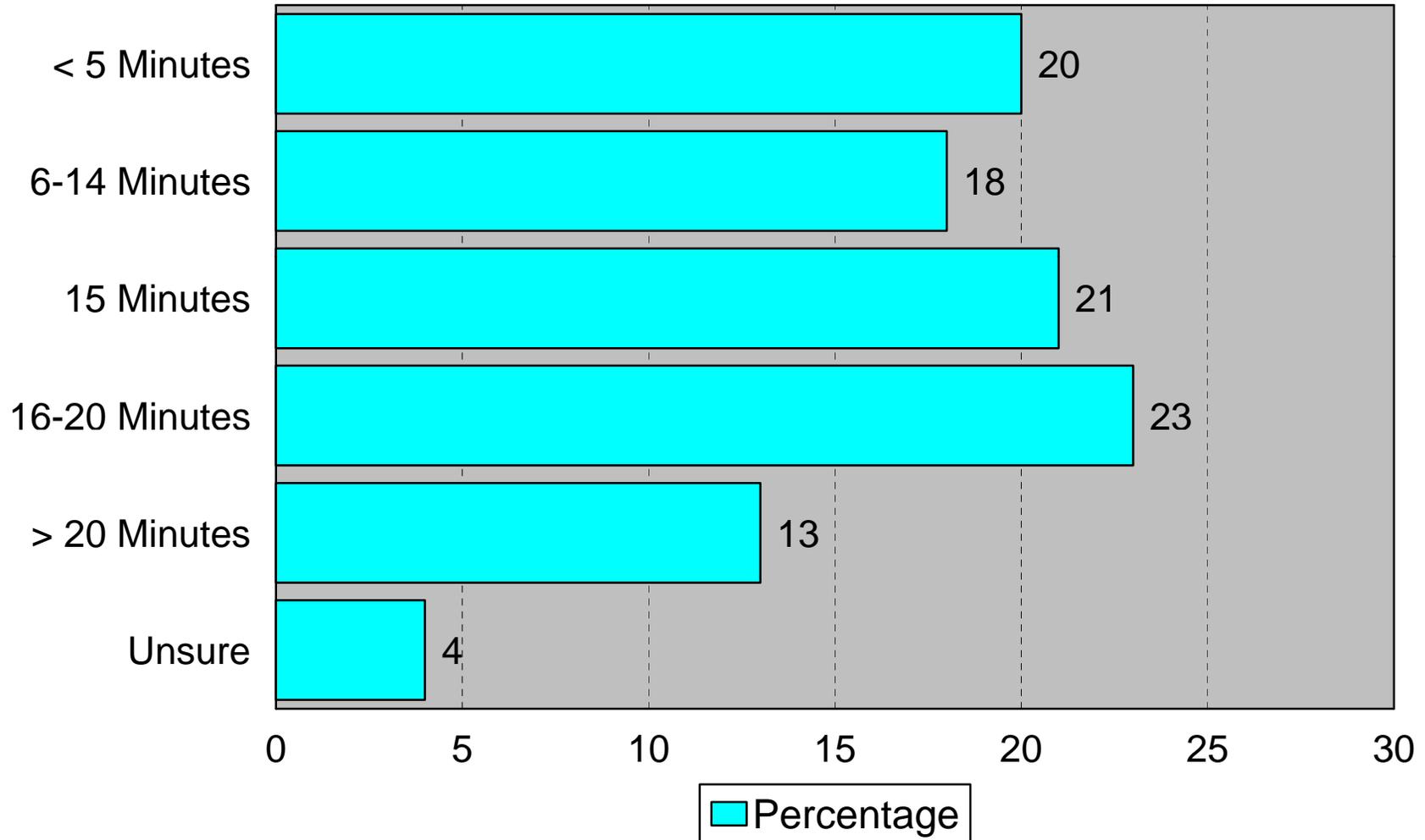
Workforce Living in Inver Grove Heights

2012 City of Inver Grove Heights Business Study



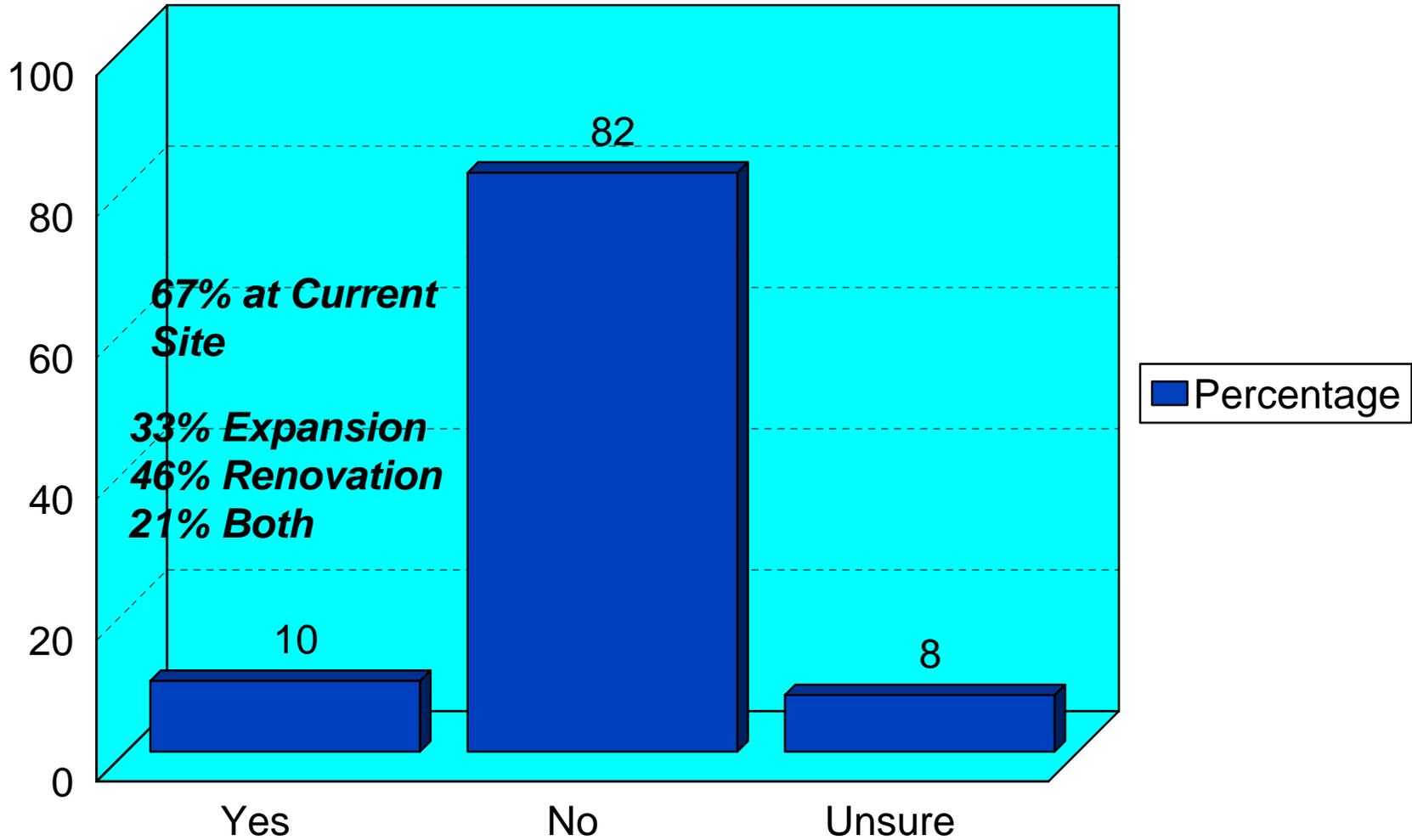
Average Commute Time

2012 City of Inver Grove Heights Business Study



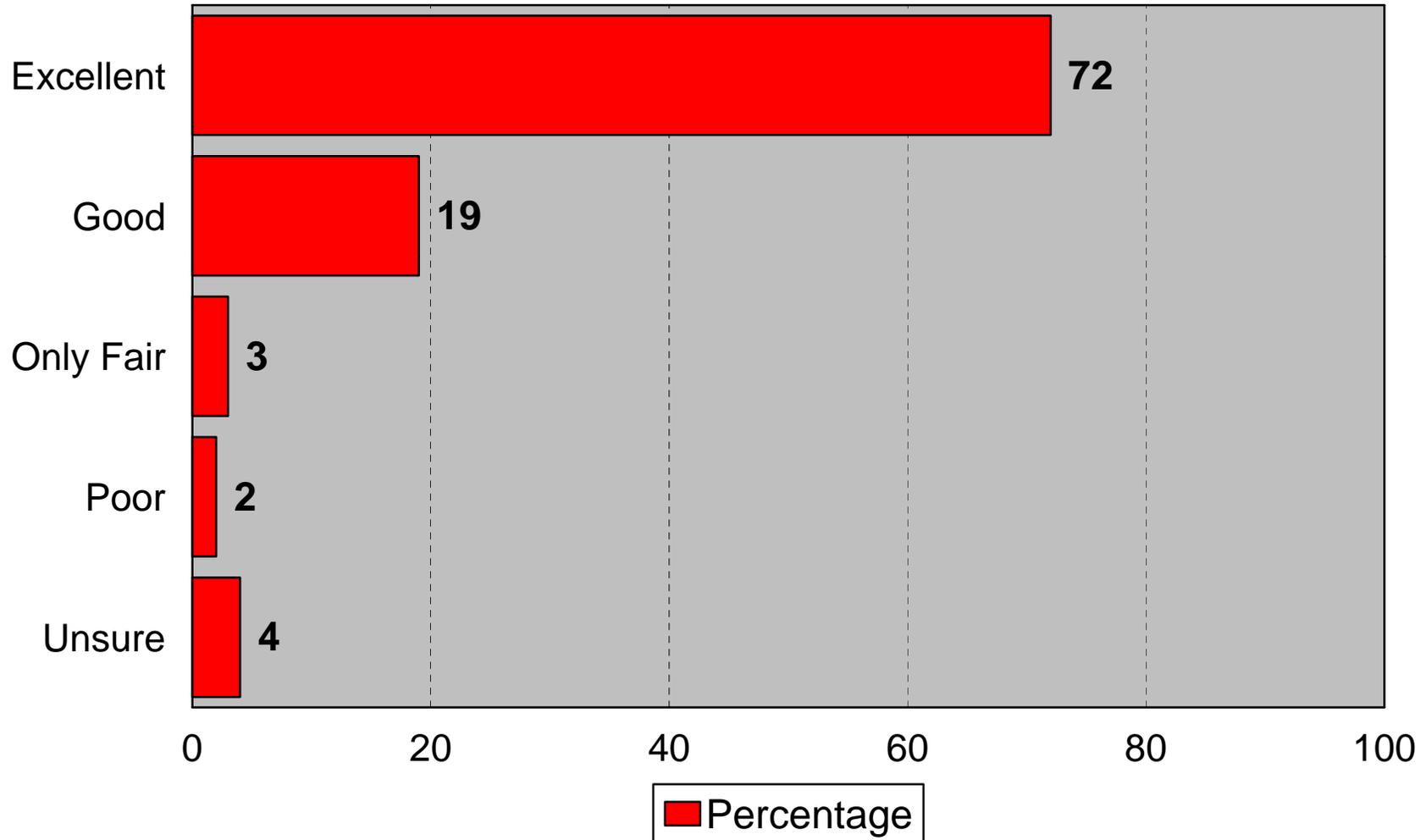
Expansion Plans 1-3 Years

2012 City of Inver Grove Heights Business Study



Adequacy of Labor Pool

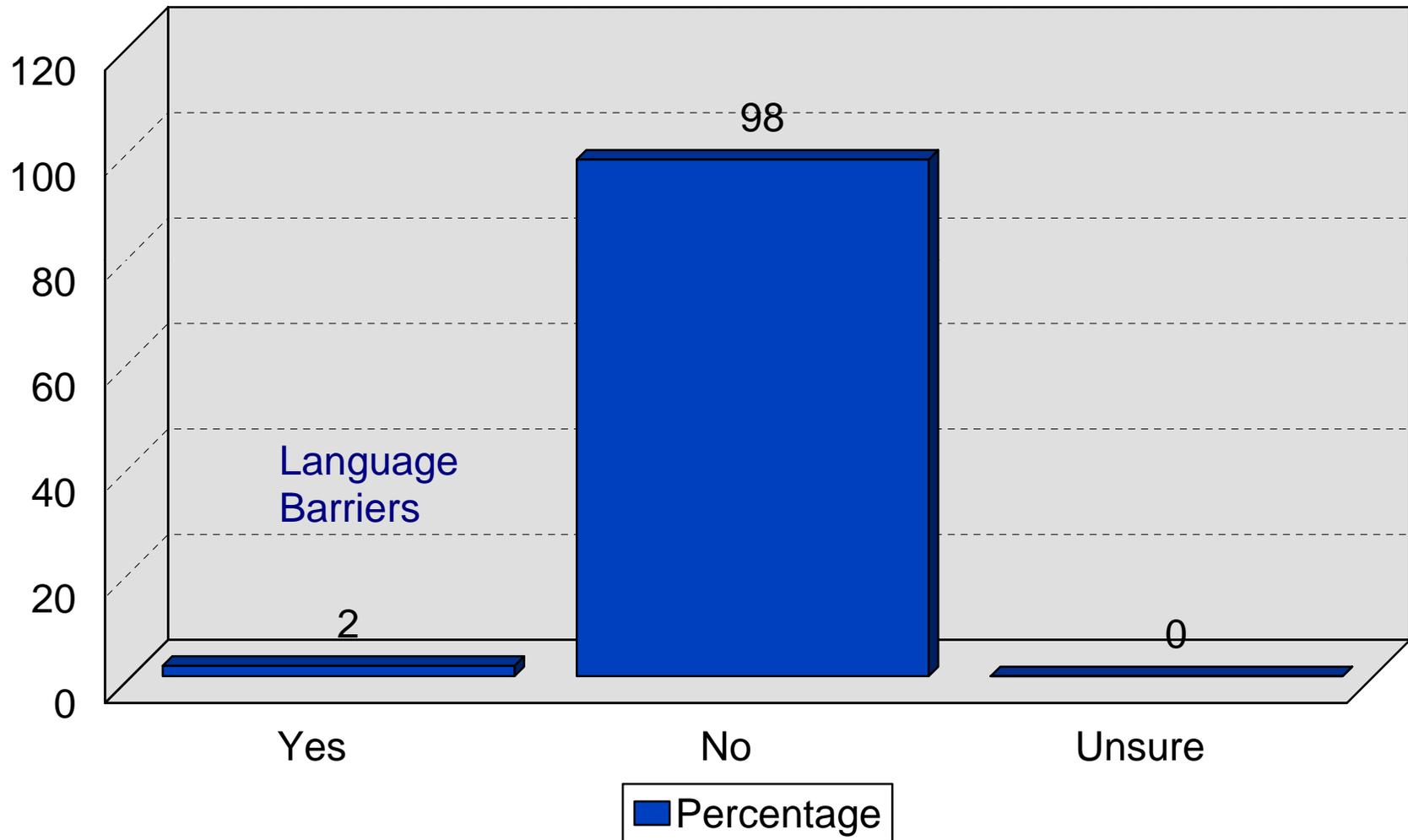
2012 City of Inver Grove Heights Business Study



Decision Resources, Ltd.

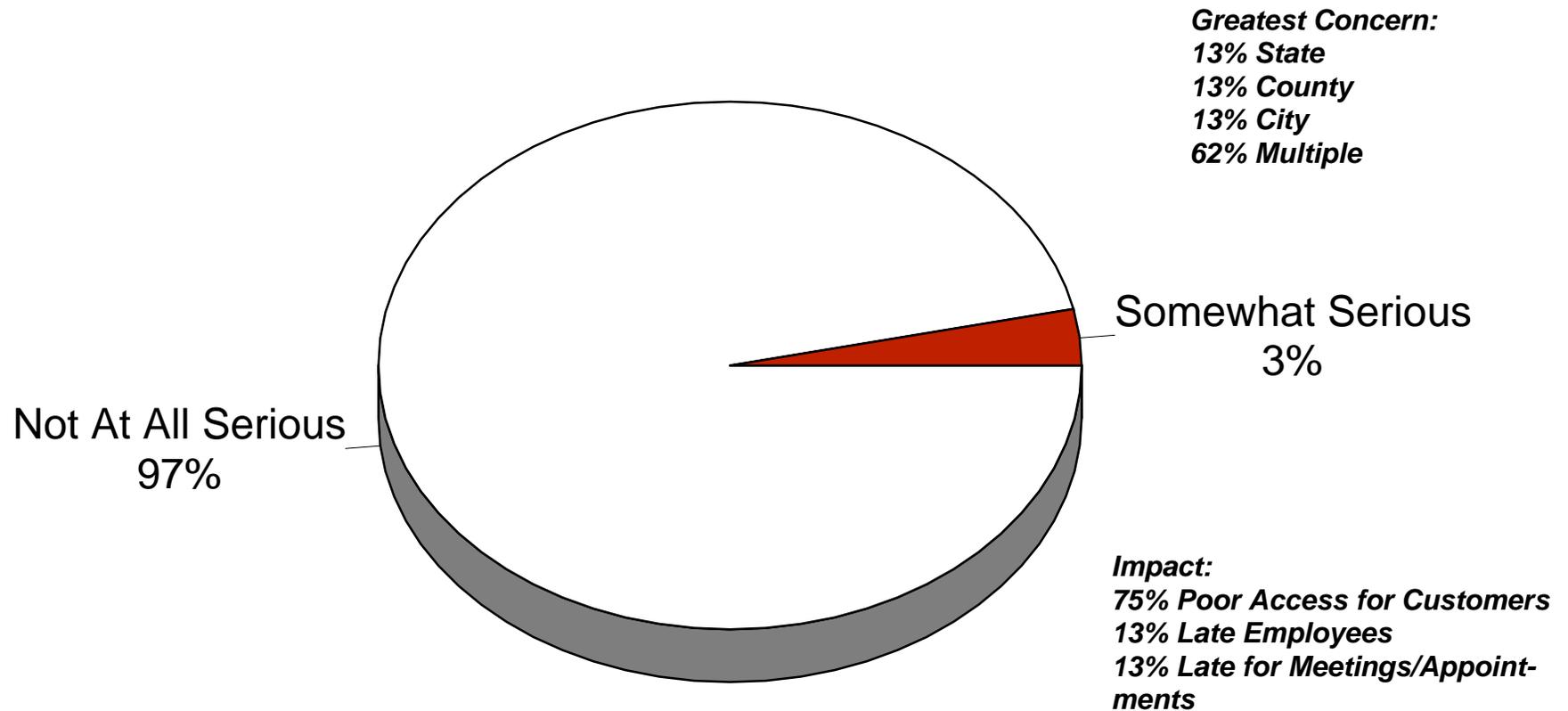
Diversity-Related Labor Pool Issues

2012 City of Inver Grove Heights Business Study



Impact of Traffic Congestion

2012 City of Inver Grove Heights Business Study



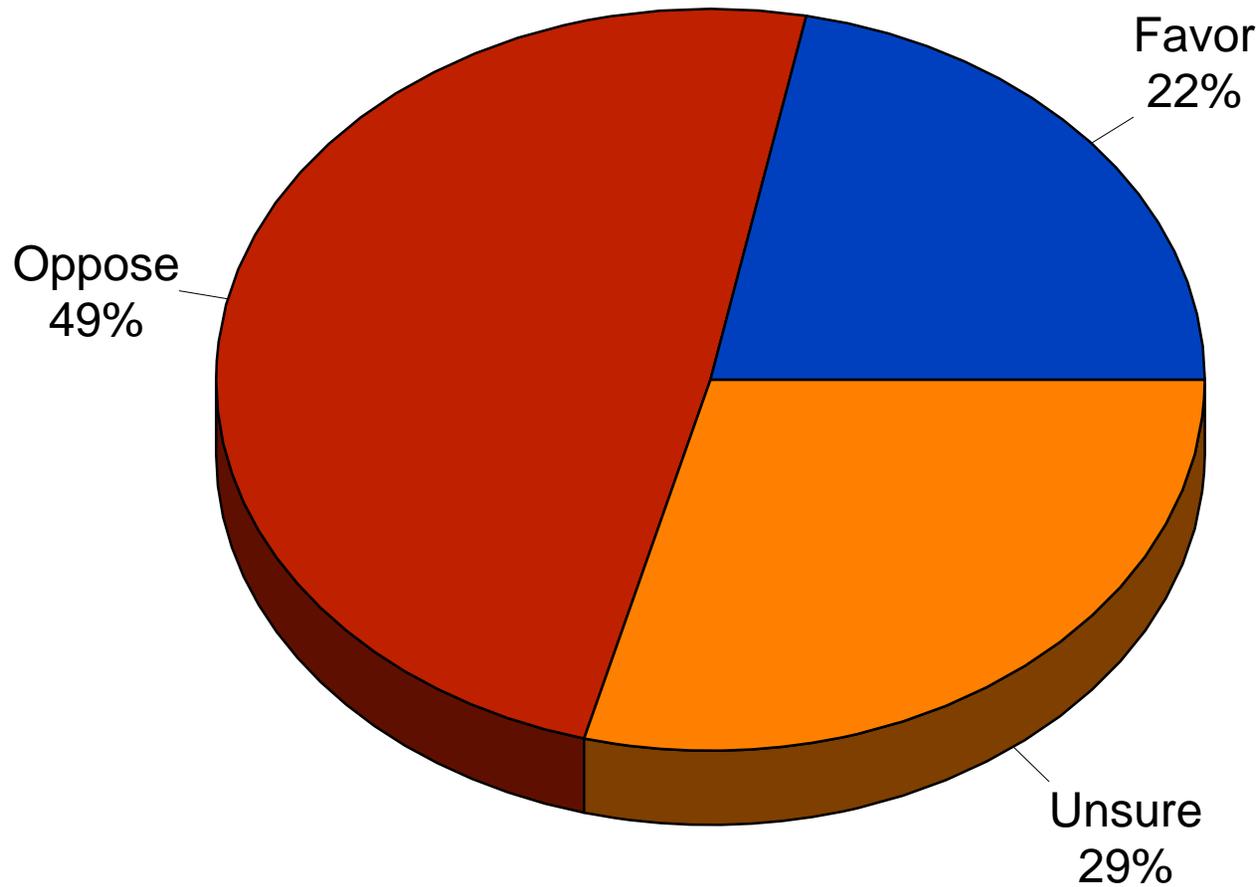
Value of City Services

2012 City of Inver Grove Heights Business Study



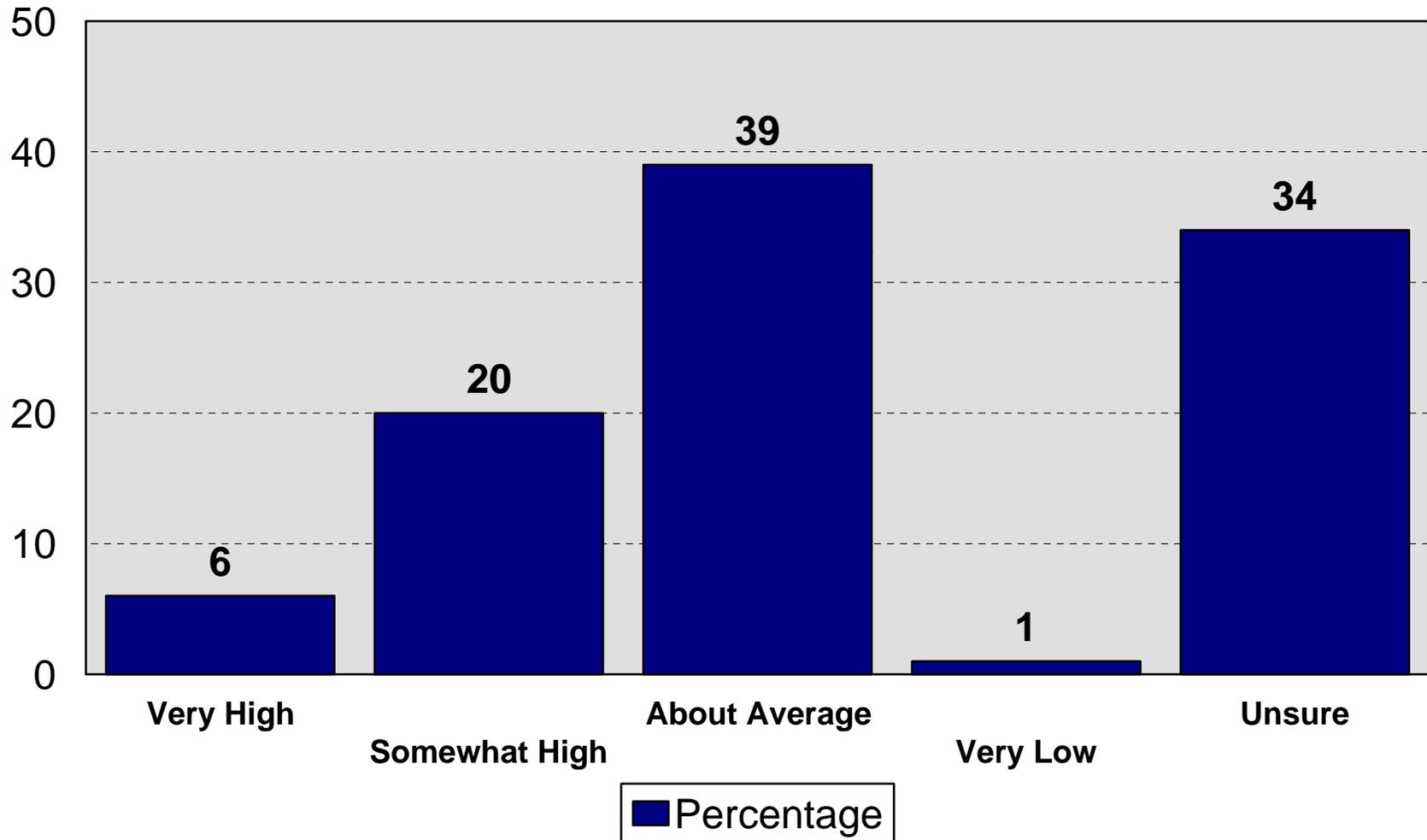
Property Tax Increase to Maintain

2012 City of Inver Grove Heights Business Study



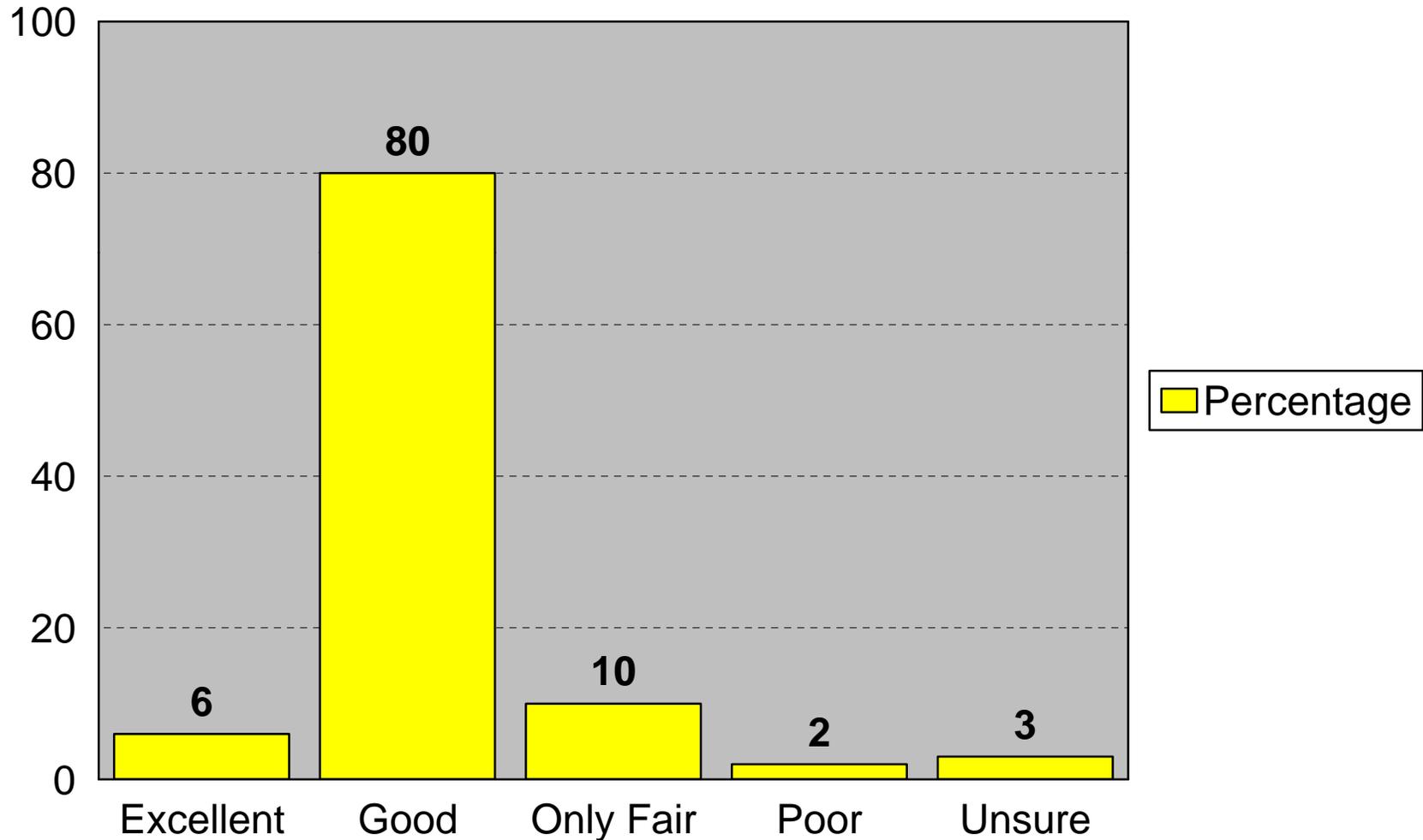
Property Taxes in Comparison

2012 City of Inver Grove Heights Business Study



City Responsiveness

2012 City of Inver Grove Heights Business Study



Official Contact with City

2012 City of Inver Grove Heights Business Study

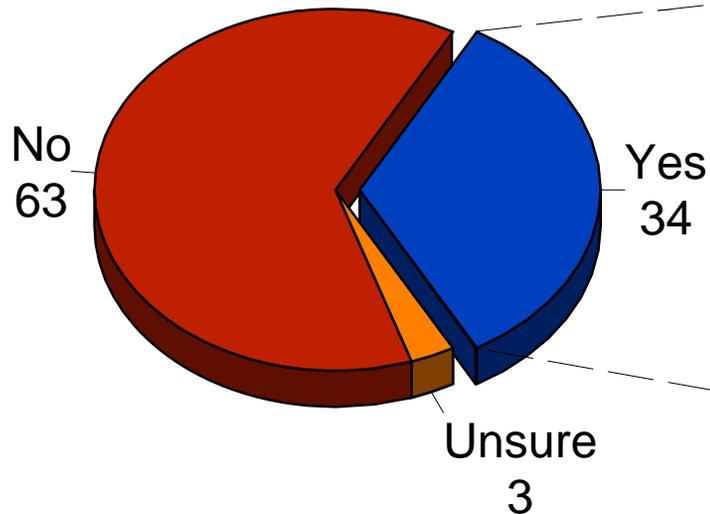
Contacts:

35%, Inspections/Permits

16%, Planning

16%, Police

8%, Public Works



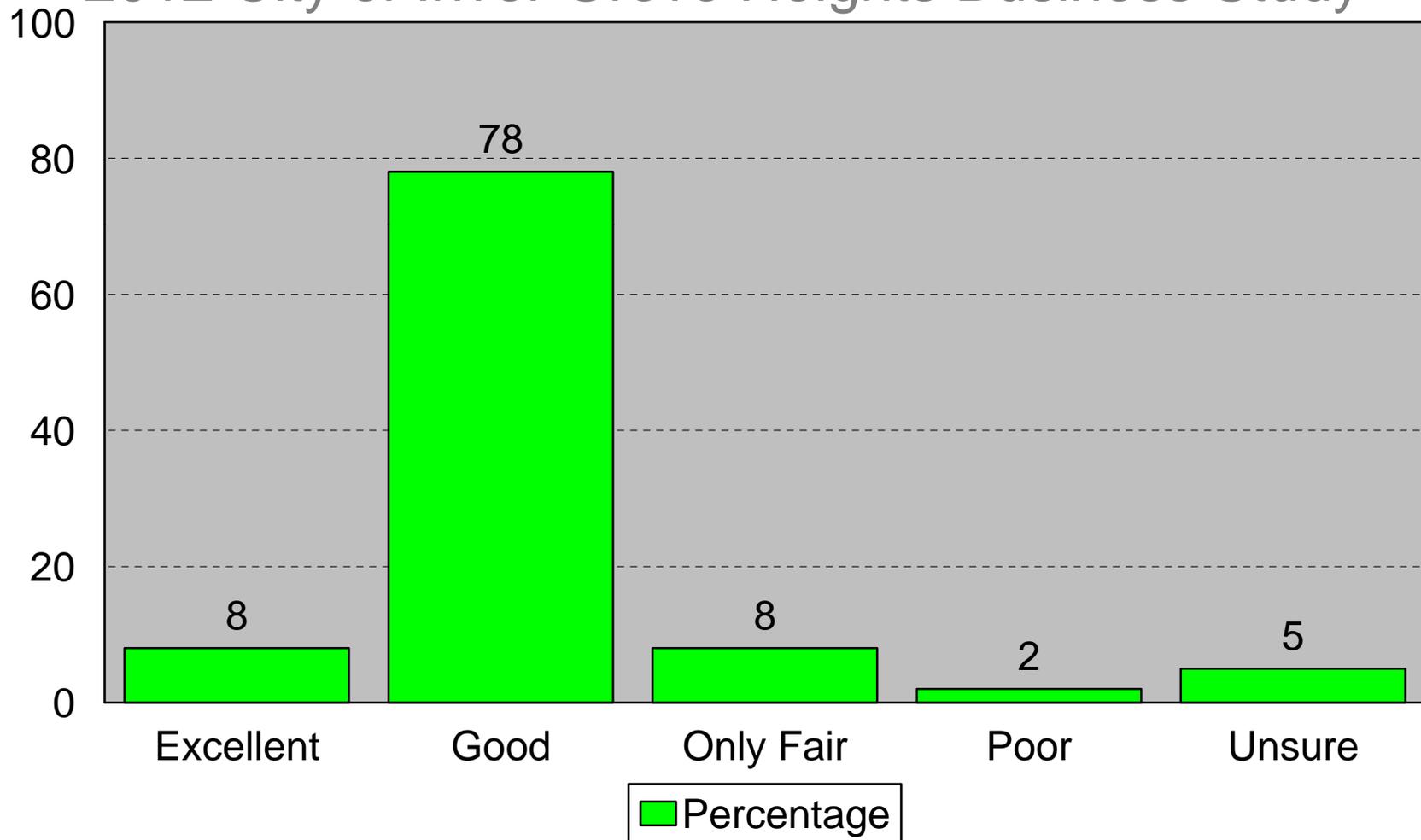
Contact during Past Year on Official Basis



Judgment of Handling Contact by City

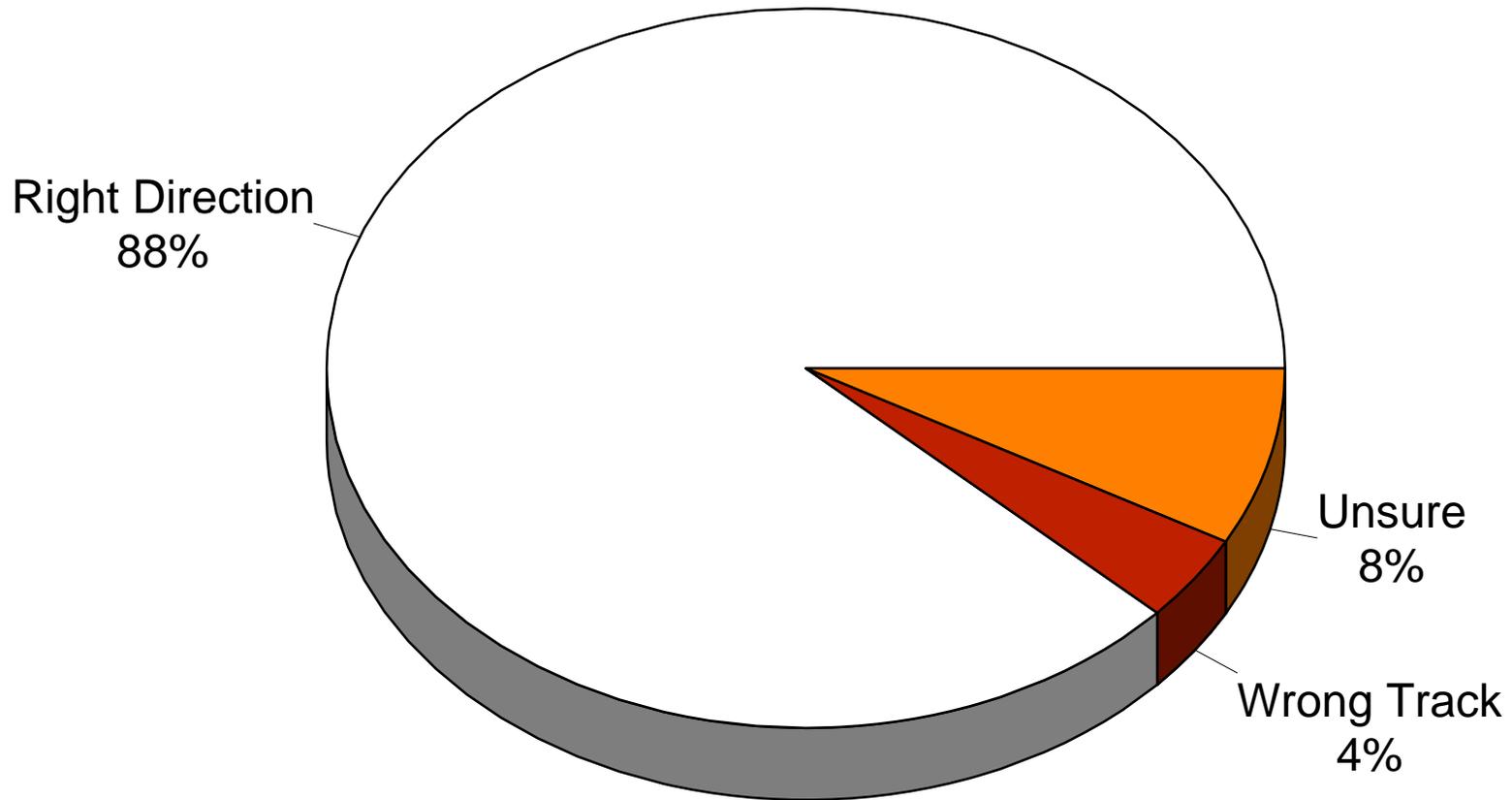
Responsiveness to Redevelopment Projects

2012 City of Inver Grove Heights Business Study



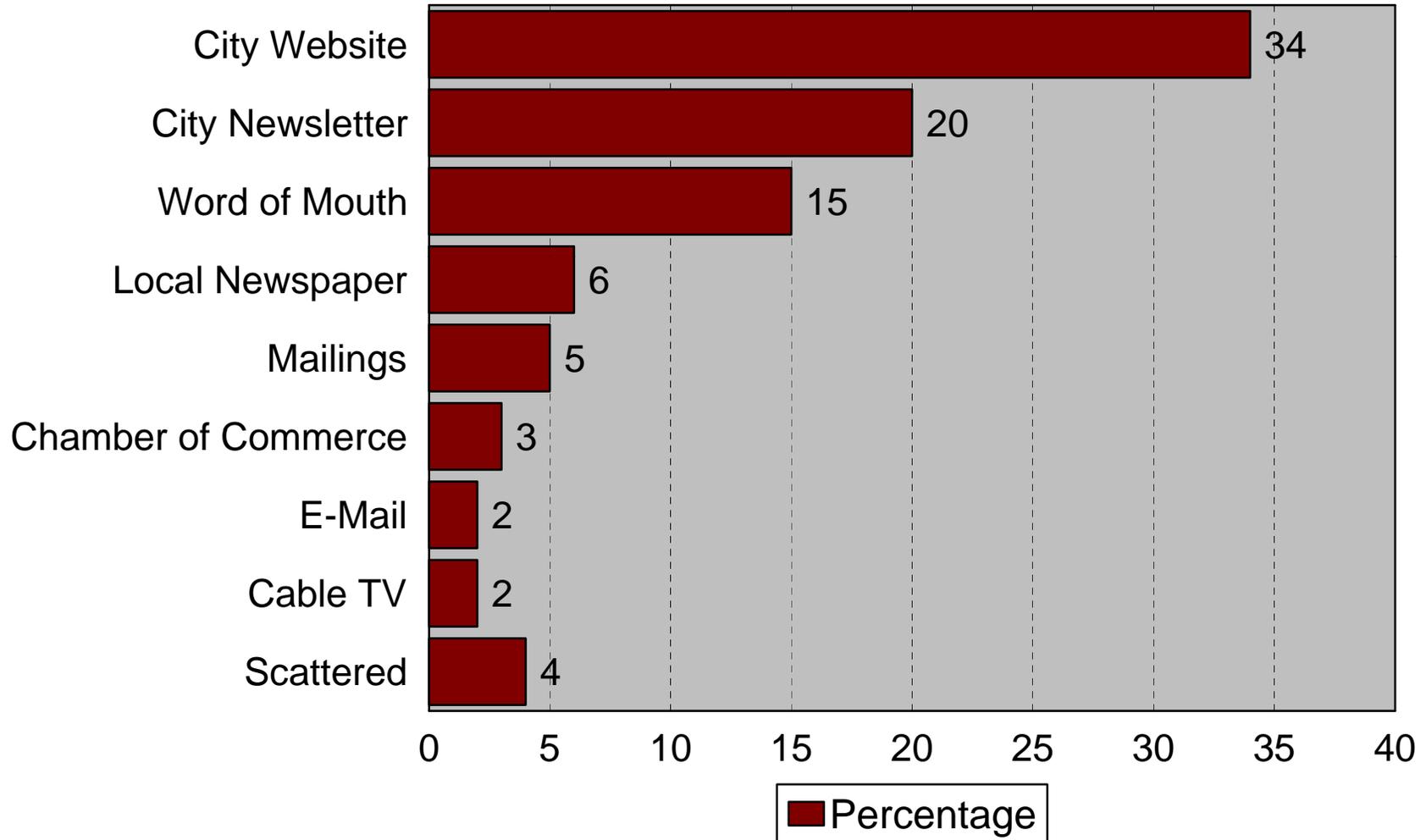
Direction of Community

2012 City of Inver Grove Heights Business Study



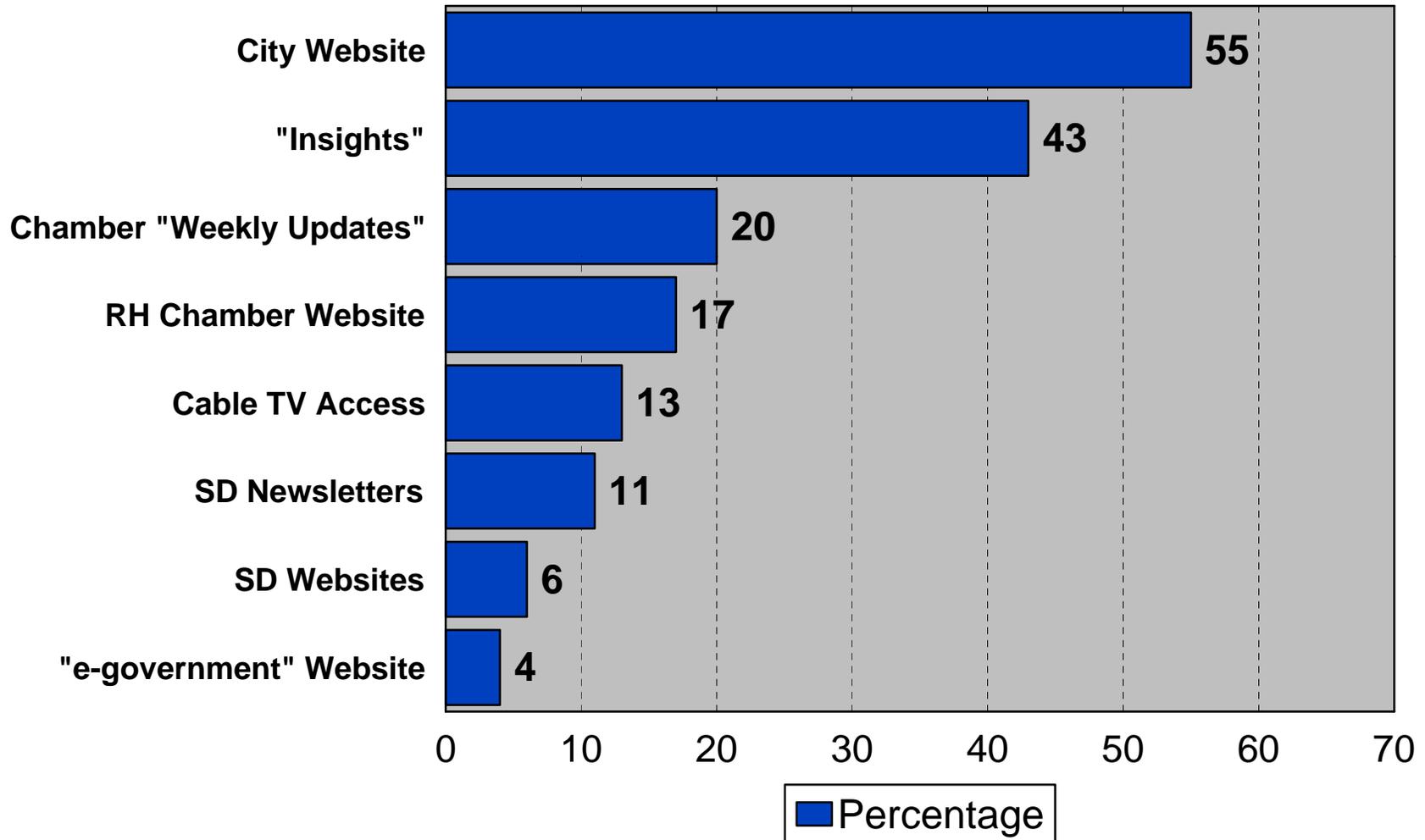
Primary Information Source

2012 City of Inver Grove Heights Business Study



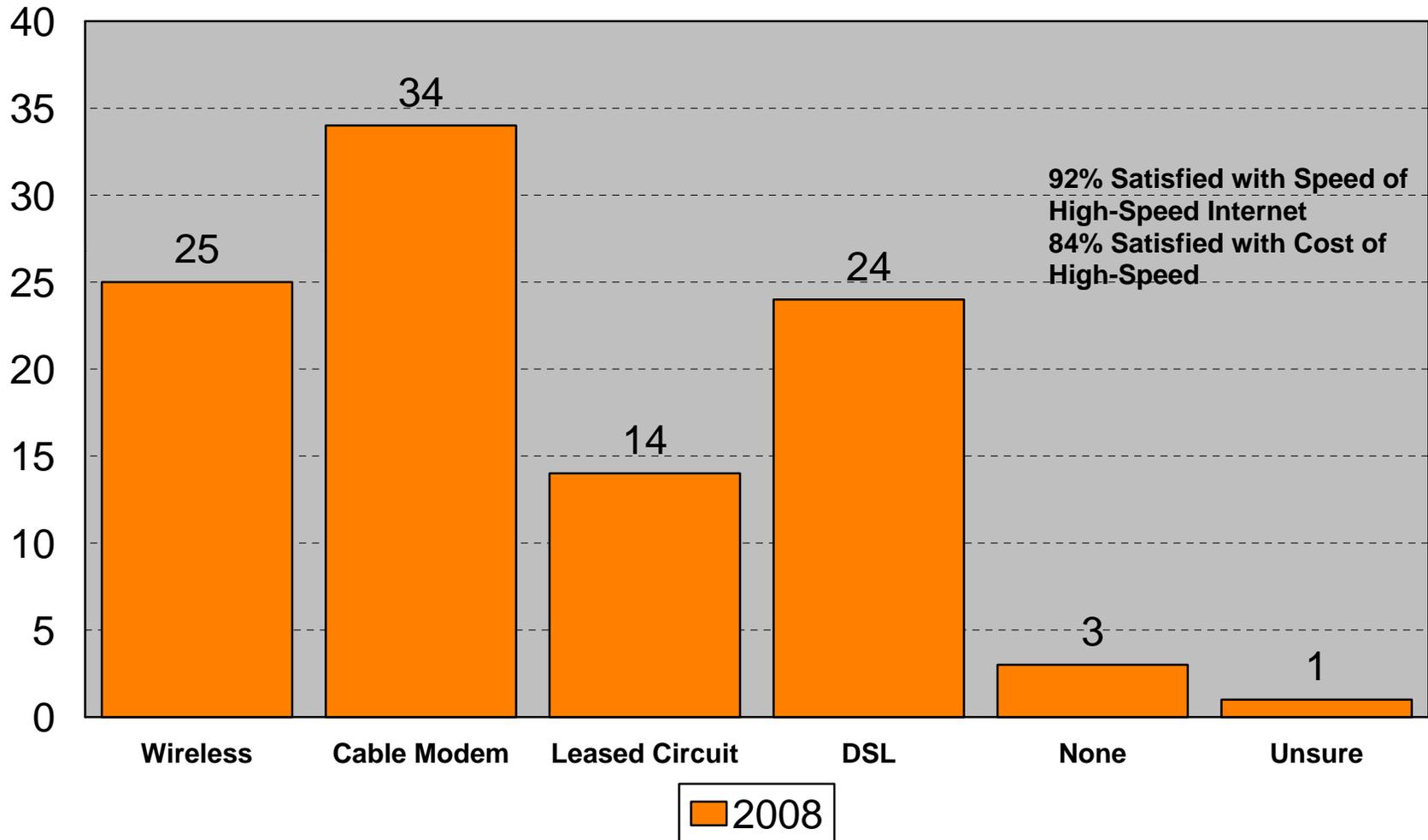
Read/Accessed Publication

2012 City of Inver Grove Heights Business Study



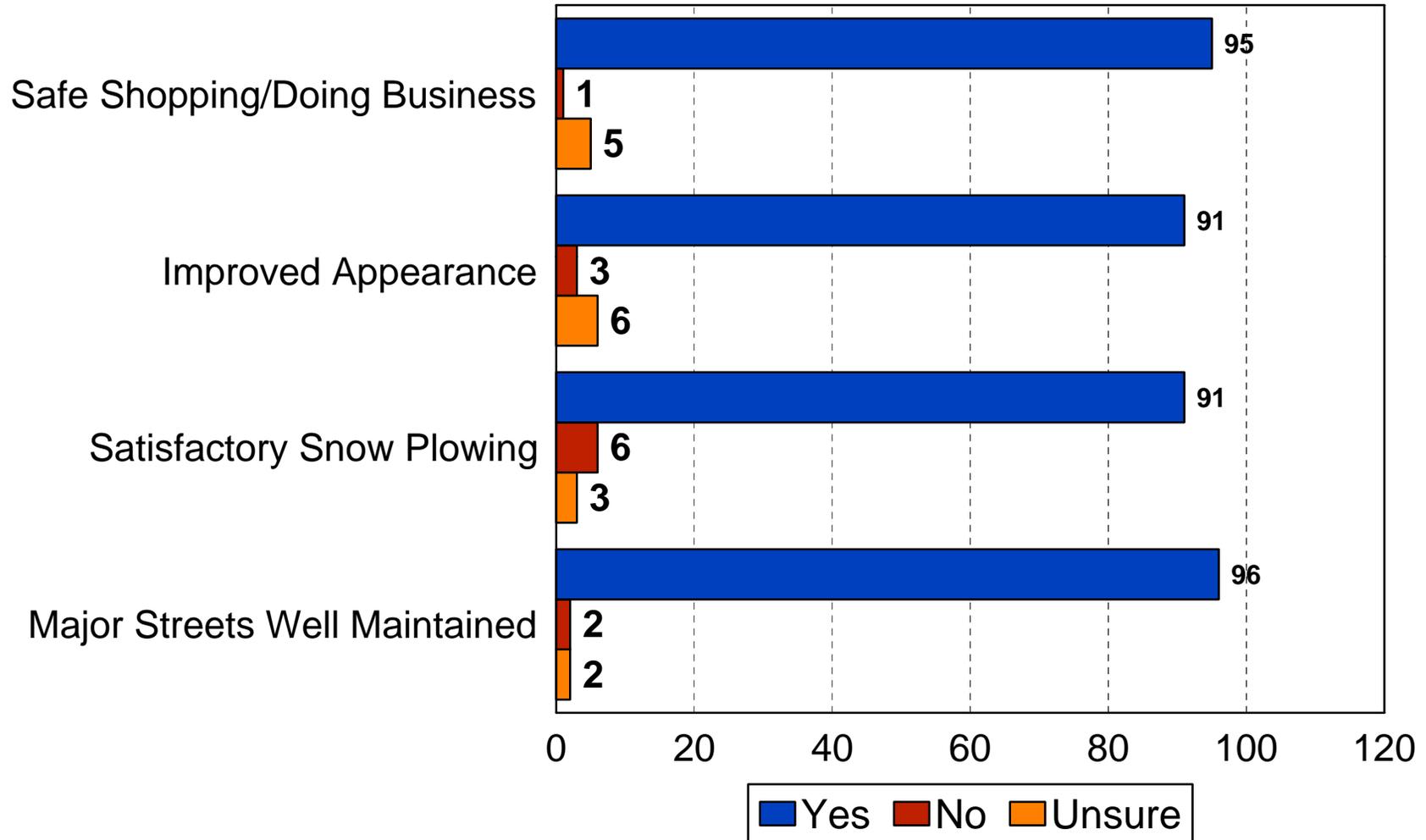
High-Speed Internet Service

2012 City of Inver Grove Heights Business Study



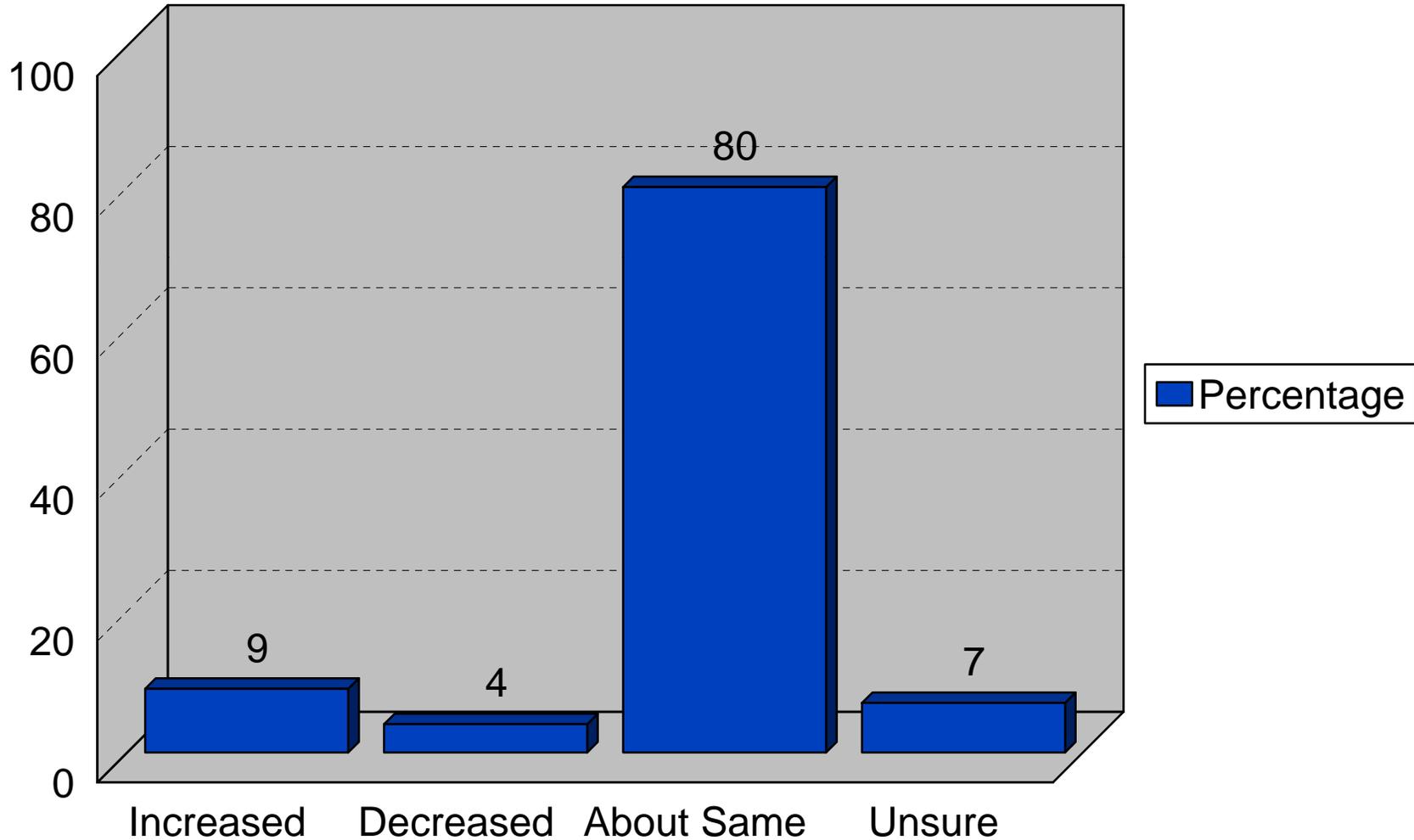
City Perceptions

2012 City of Inver Grove Heights Business Study



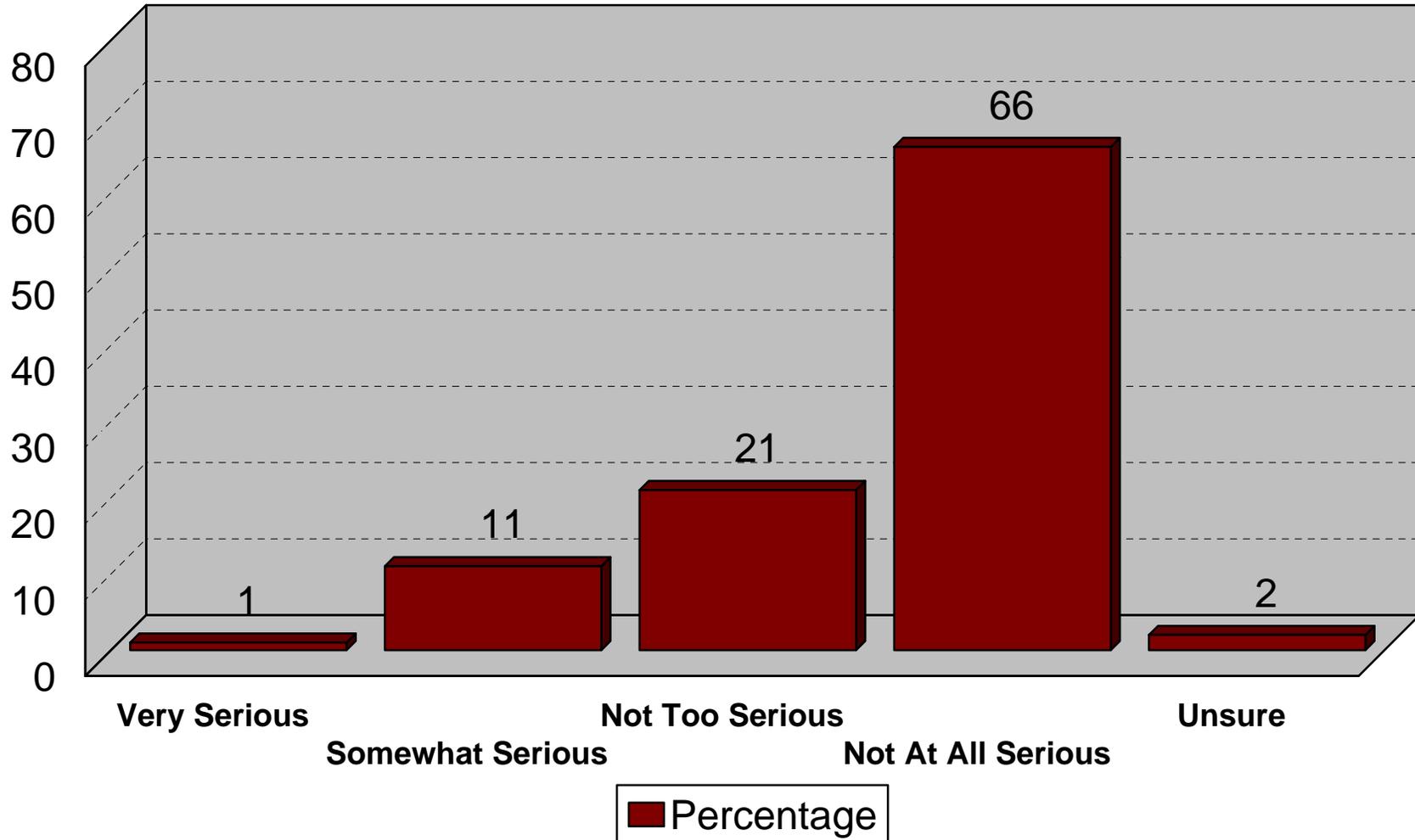
Crime Rate in Area

2012 City of Inver Grove Heights Business Study



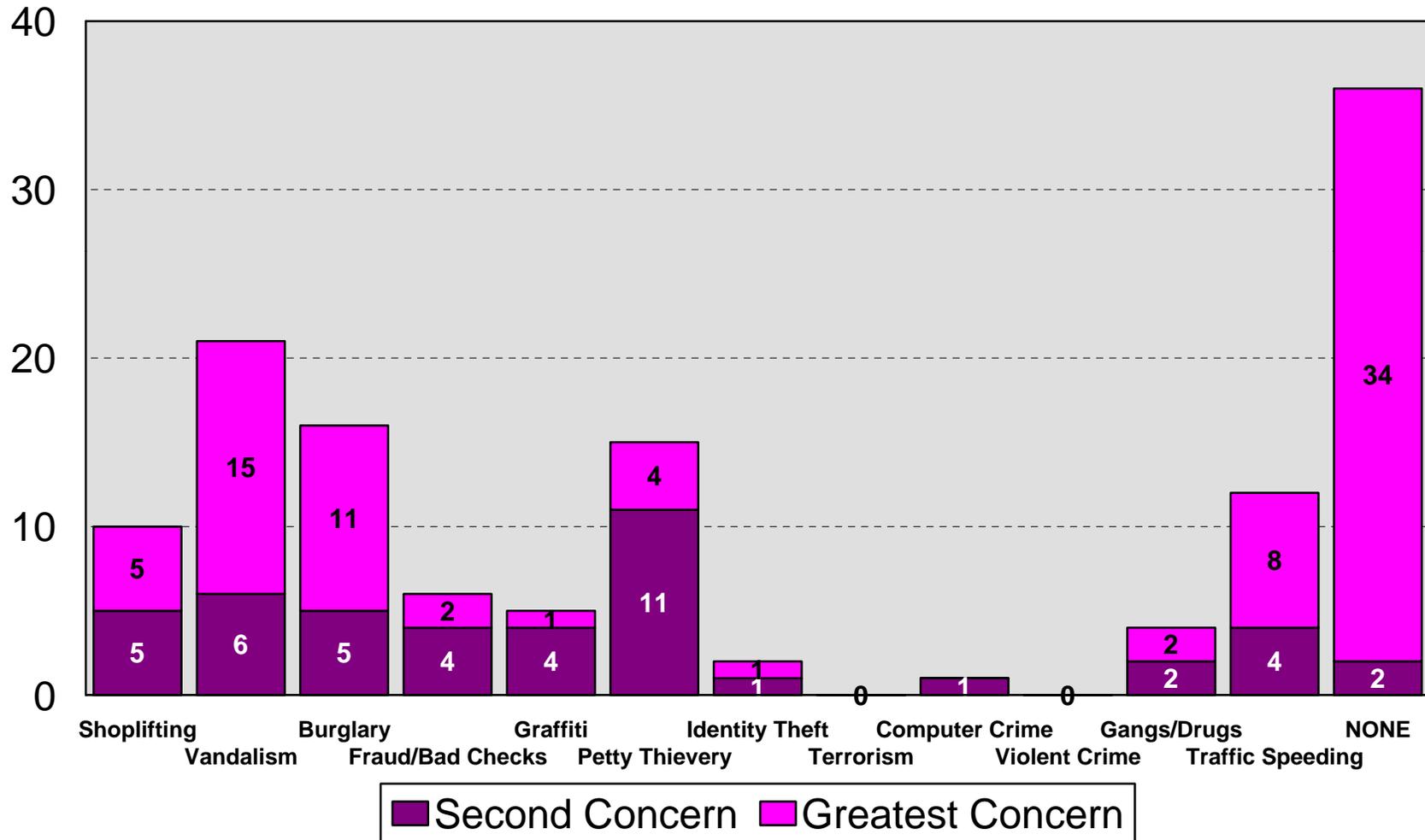
Impact of Crime

2012 City of Inver Grove Heights Business Study



Public Safety Issues

2012 City of Inver Grove Heights Business Study



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 13, 2013
Item Type: Consent
Contact: Chief Larry Stanger
(651) 450-2526
Prepared by: Chief Larry Stanger
Police Department
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 request to accept a donation of stuffed animals to the Inver Grove Heights Police Department by Emily Sullivan and Megan Yourczek.

SUMMARY:

Emily Sullivan and Megan Yourczek are seventh graders at the Inver Grove Heights Middle School. They are working on an English project about child abuse and wanted to donate stuffed animals for police officers to give out to children involved in traumatic events such as domestic violence. Attached is their letter for this request.

4/17/2013

Emily Sullivan and Megan Yourczek

4075-65th Street East

Inver Grove Heights, MN 55076

Dear Mr. Stanger,

This is Emily Sullivan and Megan Yourczek from Inver Grove Heights Middle School, sending you a letter to confirm what we talked about to you on the phone, and via email, about donating stuffed animals to victims of abuse.

Here's what we said in the email:

Hi! We are seventh graders at Inver Grove Heights Middle School, and are currently working on an English project about child abuse and were wondering if we could donate some stuffed animals to your Police Department for you to hand out to children who have been abused. Can you please get in touch as soon as possible so we can find out how to donate and if we are able to?

Thanks!

Megan Yourczek and Emily Sullivan

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 13, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Golf – Lee Dembsky, Darrin Hughes, Walter Knosp, Matt Willig, John Ferguson, Elmer Guetschoff, Lyle Knutson, William Korte, Jennifer Kruckenberg, Bill Miller, Ross Dembsky, John Swanson, Nick DeMike, Loann Evenson, Dorothy Lencowski, Darlene Saltis, Joan Sirek, Stephanie Wilmes-Hess, Shane McNally, Brogan Hawkins, Andrew Hosszu, Samuel Hosszu, Alejandro Morales, Yadira Ibarro Sosa, Darrell Swenson, James Gosen, Gary Harker, Nicolas Benish, Taylor Hosszu, Matthew Mundy, Joseph Hofstad, Erik Welde and Daniel Jasperson. Recreation – Robert O’Brien, Hannah Smith, Guest Services – Korissa Emerson, Alyssa Christiansen, Aquatics – Ryan Reeves, Mikie Kubes, Kyla Henderson, and Amber Cress.

Please confirm the separation of employment of: Mike Carter, Parks Lead Worker.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GEISKE – Case No. 13-03V

Meeting Date: May 13, 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. (tabled from February 25, 2013)

- Requires a 3/5ths vote.
- 60-day deadline: May 29, 2013 (second 60-days)

SUMMARY

This item was discussed at the February 25, 2013 City Council meeting. 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 Council directed staff to meet with the applicant on the property to determine if the structure could be relocated. Tom Link, Community Development Director, Tom Kaldunski, City Engineer, Frank Martin, Building Official, and Heather Botten, Associate Planner met with John Gieske at his property on May 8, 2013.

It was determined that it is feasible to move the structure. The lot's steep slopes do not affect the required 30' setback. The shed is currently built into a low bank near the north property line. In order to meet the required setbacks it was estimated that about 20 cubic yards of fill would have to be removed and a three foot retaining wall would have to be constructed about 15' -20' in length to move the shed. Moving the shed would not have an impact to the drainage on the property. The shed could not be shifted to meet the setback requirements; the structure would have to be dismantled and rebuilt.

The shed was constructed about four years ago. It is small, attractive, and screened by a fence on the north and east sides. It is located at the end of a dead end road and on a lot about 1.49 acres in size. The applicant has stated he would have difficulty moving the structure. The shed does meet all other setback and zoning requirements including the five foot side yard setback requirement.

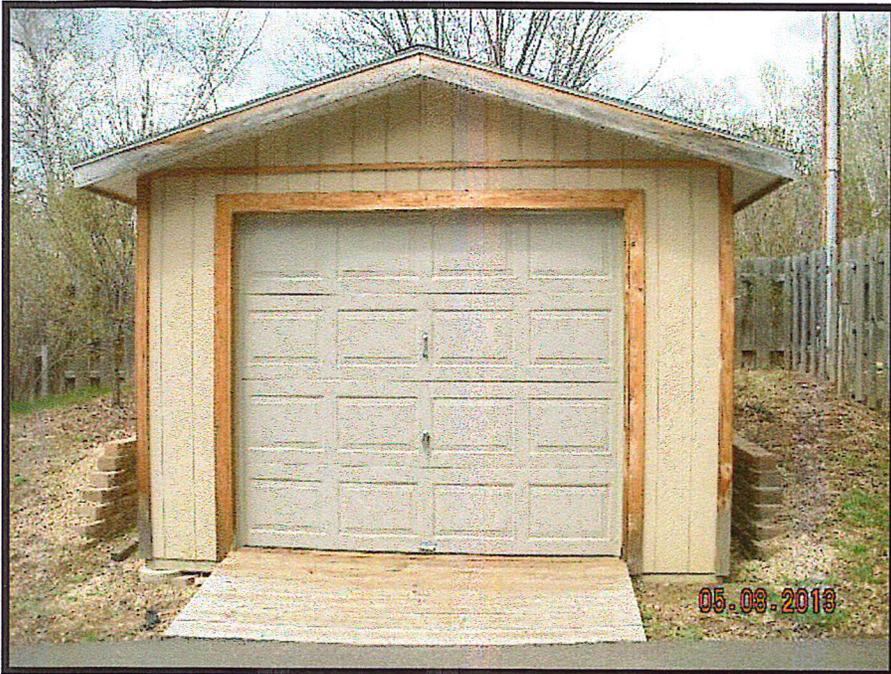
Setback standards are not precluding the homeowner from reasonable use of the property as the property has an attached garage and a separate detached structure. One of the functions of a front yard setback is to maintain consistency of structure placement and aesthetic qualities from street view. Even though the applicant lives at the end of a dead-end road allowing a shed 10 feet from the front property line is a substantial request and could set a precedent for other shed encroachments on single-family lots.

It has been brought to staff's attention that there is case law relating to after-the-fact variances. The court has indicated that the City can also consider the following for after-the-fact variances:

1. whether the applicant acted in good faith;
2. whether the applicant attempted to comply with the ordinance;
3. whether there was a substantial investment;
4. whether the construction has been completed;
5. whether there are similar structures in the area; and
6. whether the city's benefits were outweighed by the applicant's burden if the applicant were required to comply with the ordinance.

Attached for your reference are pictures of the existing shed and the surrounding area. The previous paragraphs provide the City Council additional information to make their determination on the variance request.

Attachments: Pictures of the property
2-25-13 CC Minutes
Denial Resolution
2-25-13 CC Packet



existing shed
looking north

Shed area that
would meet
setbacks



View of shed looking
east

B. CITY OF INVER GROVE HEIGHTS; 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

Mr. Link explained the request was for a variance from the front yard setback for an accessory structure. Ordinance requires a front yard setback of 30 feet and the structure being considered has a setback of ten (10) feet. The structure is a 10' by 12' storage shed that is already located in the northeast corner of the property. Staff became aware of the issue after a complaint was received. Planning staff determined the shed could be moved a little to the west in order to comply with the setback requirement and did not believe that the setback standards would preclude a reasonable use of the property. Both Planning staff and the Planning Commission recommended denial of the request.

Mayor Tourville stated there was a difference of opinion with respect to whether or not the structure could be moved to the west.

Mr. Link stated there was a slope to the property but staff believed the structure could be moved to the west in order to comply with the setback requirement.

John Gieske, 8373 Alta Avenue, stated the structure could not be moved to the west.

Councilmember Piekarski Krech questioned why it would not be possible to move the structure.

Mr. Gieske stated the structure would still be in violation of the setback requirement for the property line to the north. He explained if the structure could have been moved he would have done it a long time ago.

Mayor Tourville asked if the structure would be in violation of the setback requirement if it was moved to the west.

Mr. Link responded in the negative. He stated the required setback from the north property line was only five (5) to ten (10) feet and if the structure was moved 20 feet to the west it would still comply with that setback. He explained the most critical issue was the topography and moving the structure would require some grading. He noted the applicant believes that the slopes are too steep to be able to relocate the structure, even with grading.

Councilmember Mueller stated it looks like the property has a 40' drop as you move to the west.

Mr. Link explained that it does not drop that much at the proposed location for the structure.

Councilmember Mueller confirmed the setback from the northern property line would not be an issue.

Mr. Link reiterated the setback from the north would be ten (10) feet and the structure was currently at that distance, so the applicant would be able to move the structure directly to the west and still maintain the setback from the north.

Councilmember Piekarski Krech questioned how much right-of-way was there.

Mr. Link stated the road was very narrow.

Councilmember Mueller stated the gravel road was approximately the width of a car and a half and was crowded to the west because of the wash off the hill to the east.

Mr. Gieske stated there was a 40' drop from the level of the road down to his house and another steep slope to the west of his house that prevents him from being able to move the structure.

Councilmember Mueller stated he could only see the roof of the shed behind the six (6) foot high fence.

Mayor Tourville stated the big concern is with setting a precedent. He explained he looked at the property and it was difficult to determine if the slope would be too steep to the west because of the snow cover. He questioned why the applicant chose the current location of the shed.

Mr. Gieske explained the people he hired to build the shed chose the spot because they thought it was the only place it could go on the property.

Councilmember Bartholomew stated when he visited the property it appeared as though it would be feasible to move the structure but there was a lot of snow on the ground and it was hard to see the actual grade. He explained he believed staff's opinion that the structure could be moved given that the contour map shows a five foot drop to the proposed location. He suggested that the item be tabled until the spring so it will be easier to see the grade of the property. Then a final determination can be made as to whether or not it would be feasible to move the structure.

Mayor Tourville stated both parties could meet on the property in the spring, after the snow has melted, to determine if the structure could be relocated.

Mr. Gieske agreed to wait until the spring and stated he appreciated Council's consideration.

Motion by Madden, second by Piekarski Krech, to table consideration of the item until May 13, 2013 and to direct staff to extend the first 60 day deadline for another 60 days.

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

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

Mr. Lynch explained at a January work session the Council heard discussion and concerns about the current deer population and the feeding of deer in the City. Council directed staff to inform the community and advertise the intent to move forward with a proposed ordinance that would prohibit the feeding of deer in order to get as much feedback on the issue as possible.

Ned Hunter, 9836 Laureate Ct., stated he and his wife feed the deer because they enjoy it. They like living in the country and enjoy watching the animals. He explained they only feed the deer enough to supplement their regular diet. He opined if they stop feeding the deer they will survive but it will be at the expense of private gardens, shrubs, and landscaping. He stated everyone recognizes the problem and agrees there are too many deer. He opined that the proposed ordinance would not address the problem of overpopulation because the deer are reproducing at an alarming rate. He suggested that all metro cities work together to solve the problem and opined the only humane solution would be to organize a controlled, mass slaughter of the deer.

Mayor Tourville explained 4-5 years ago the DNR spoke to many cities in the metro area about urban deer feeding. He stated the DNR made it very clear that residents were not doing the deer any favors by feeding them in urban areas because the deer become accustomed to it and take part. He noted the DNR also advised cities to adopt control measures because the feed on the ground created problems for the deer and made them more susceptible to disease. He explained there have been a number of car accidents involving deer and people in the urban residential areas have complained about the effects of the increased population. The DNR also linked the coyote population to the high volume of well fed deer in the City.

Councilmember Madden added that the DNR is also concerned with the introduction of chronic waste disease within the deer population. He suggested Council may want to consider limiting the ordinance to the urban areas of the City because that is where the majority of the problems seem to be concentrated.

Vance Grannis, Jr., 9249 Barnes Ave. E., stated he did not attend because he wanted to feed the deer. He attended because he does want to feed cardinals, chickadees, blue jays, quail, grouse, ring necked pheasants, and other birds. He opined that the proposed ordinance was too broad and would prohibit the feeding of birds and squirrels in addition to deer. He opined if his neighbors want to feed the deer they should be allowed to do so. The problem in the City is the overpopulation of deer and prohibiting feeding is not going to reduce the number of deer. He asked the Council to get answers to several questions before proceeding with the ordinance. He questioned what evidence the City had that feeding the deer caused the overpopulation problem and what evidence the City had that not feeding the deer would reduce the deer population. He also questioned what evidence there was to prove that not feeding the

**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 October 1, 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

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:

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

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a Variance to 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 3/5ths 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

**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,
West	Low Density Residential
	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

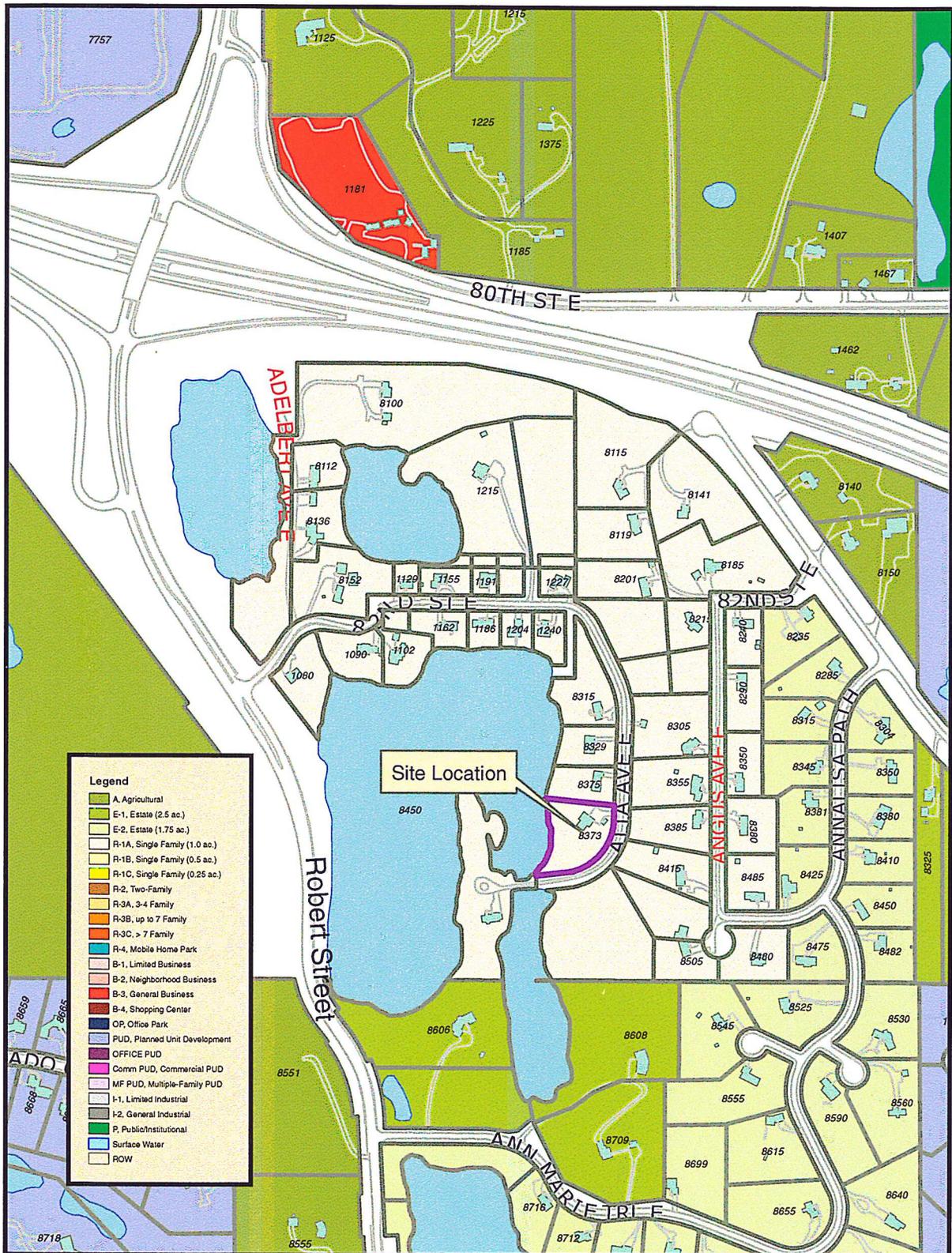
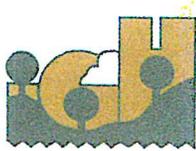
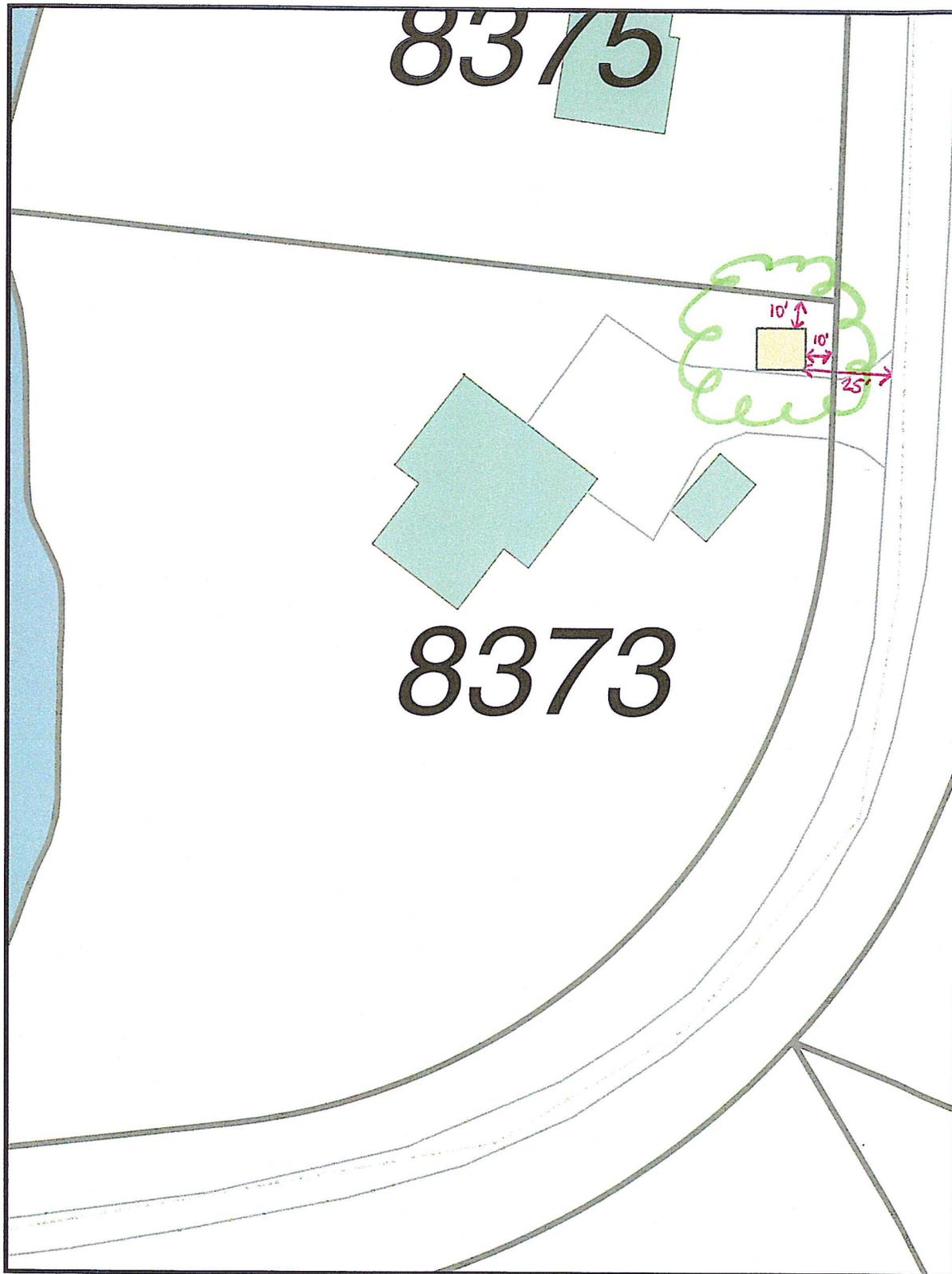


Exhibit A
Zoning and Location Map

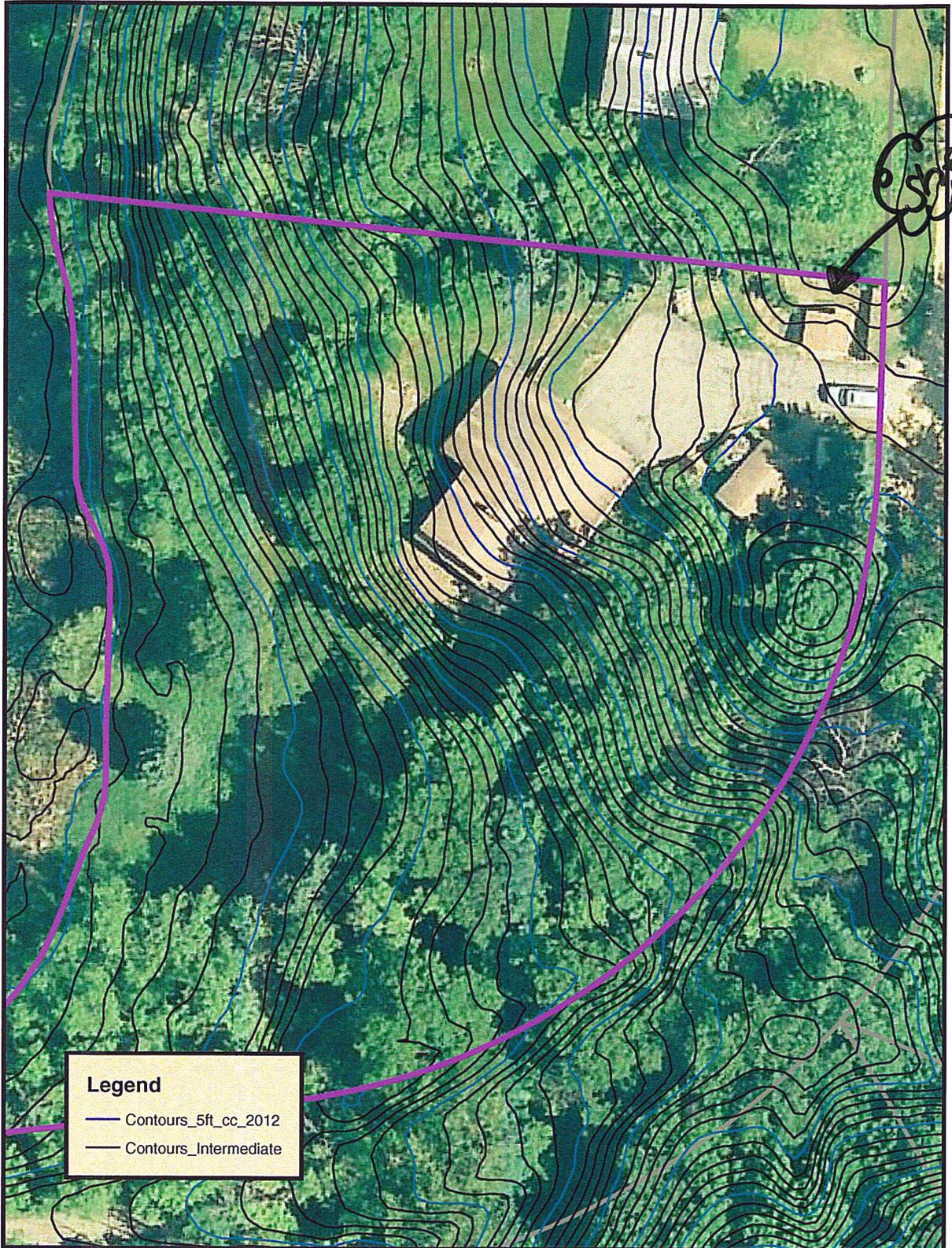


8373 Alta Avenue
Shed Variance





John Geiske
Case No. 13-03V

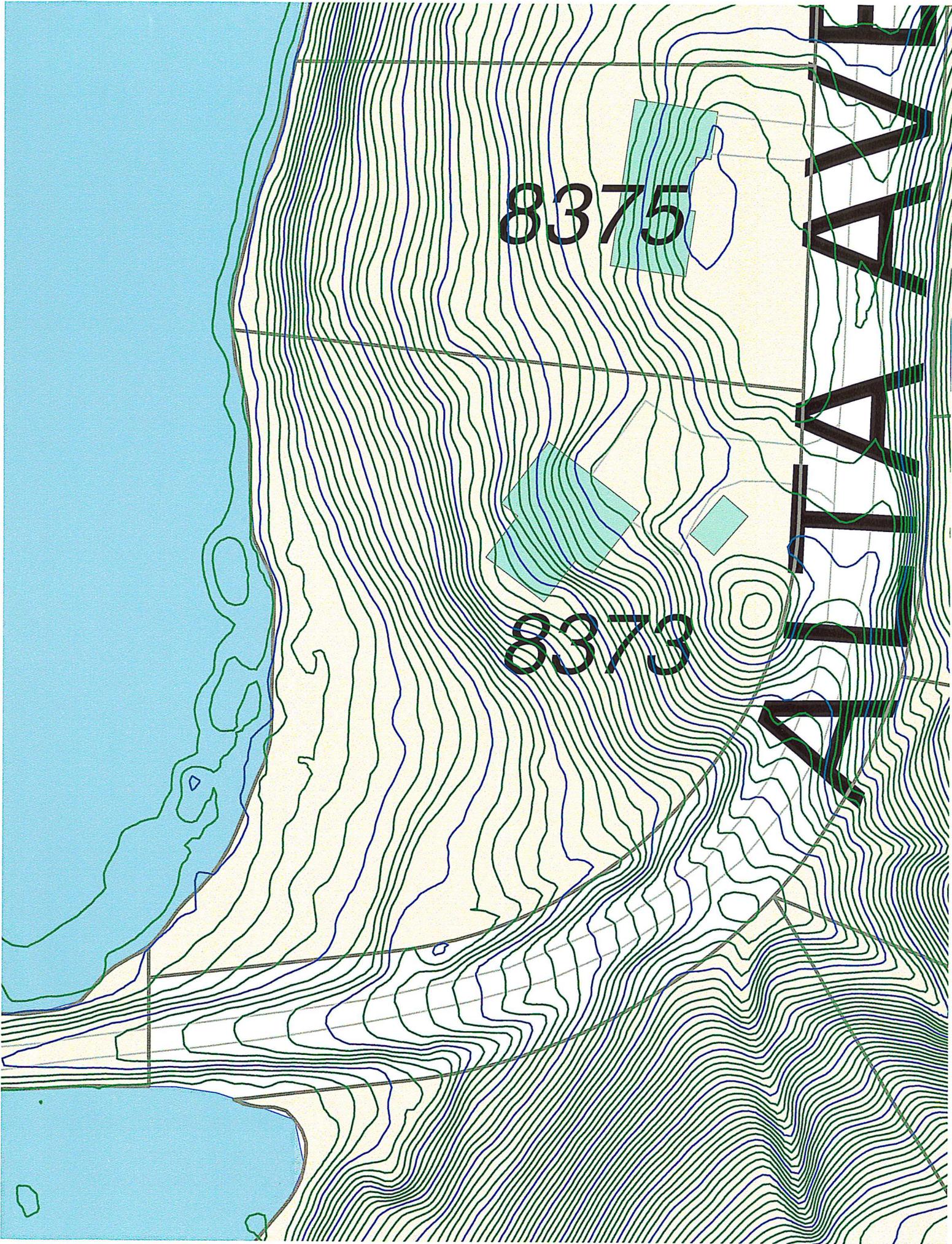


Legend

- 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

Brian & Julie Lehman - Case No. 13-04ZA

Meeting Date: May 13, 2013
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City 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"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider an **Ordinance Amendment** to allow dog grooming as a conditional use in the A, Agricultural and E-1, Estate Residential Zoning Districts

- Requires 3/5th's vote.
- 60-day deadline: June 4, 2013 (second 60-days)

SUMMARY

The applicant would like to open a pet grooming business in their home.

ANALYSIS

1. Property is zoned E-1, Estate Residential which does not allow for commercial type operations.
2. Use does not meet home occupation criteria, so it can't be considered a home occupation.
3. Commercial uses involving animals and dogs are either allowed only in the B-3 or Agricultural zoning districts (pet stores, vet clinics, dog daycare, commercial kennels).
4. Concerns with this type of use in a residential area include:
 - a. Noise. Possible dog barking could be an issue.
 - b. Parking. More vehicle trips on residential street than what it is designed for. Parking could be an issue if customers cannot all park on driveway.
 - c. Hours of Operation. Would have to be controlled to maintain day time hours.

There was discussion of allowing by Interim Use at the Planning Commission meeting. Staff is concerned this would establish a dangerous precedence allowing any type of commercial use in a residential area for any length of time. This would blur the traditional separation of land uses concept that is designed to avoid incompatibility and secondary effects between commercial and residential uses.

RECOMMENDATION

Planning Staff: Staff does not recommend changing the ordinance to allow dog grooming in residential zoning districts. This is a commercial use and should be operating in a commercial zoning district.

Planning Commission: Also recommended denial of the request (6-1).

Attachments: Denial Resolution
 Planning Commission Recommendation
 Planning Report
 Revised Business Plan

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

RESOLUTION NO. _____

**RESOLUTION DENYING THE REQUEST FOR AN ORDINANCE AMENDMENT TO
ALLOW DOG GROOMING AS A CONDITIONAL USE IN THE A, AGRICULTURAL AND
E-1, ESTATE RESIDENTIAL ZONING DISTRICTS**

**CASE NO. 13-04ZA
(Brian & Julie Lehman)**

WHEREAS, an application has been received for an amendment to the zoning ordinance to allow for dog grooming as a conditional use in the A, Agricultural and E-1, Estate Residential Zoning Districts;

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, Subdivision 3, a public hearing concerning the proposed Ordinance Amendment was held before the Inver Grove Heights Planning Commission on May 6, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the request for an ordinance amendment to allow dog grooming as a conditional use is hereby denied based on the following findings of fact:

1. The use is more appropriate in a commercial zoning district. Not compatible with surrounding residential uses.
2. Zoning Ordinance structure provides for commercial uses involving animals and dogs to be located in either commercial, "B-3" or agricultural, "A" Districts only (pet stores, dog daycare, vet clinics, commercial kennels) and not in residential zoned areas.
3. This proposed use cannot be considered a home occupation as it would not meet the criteria for a home occupation.

4. The use has the potential for negative effects on the neighborhood such as; noise, parking/traffic and hours of operation.

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 13th day of May 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: May 7, 2013
SUBJECT: **BRIAN AND JULIE LEHMAN – CASE NO. 13-04ZA**

Reading of Notice

The public hearing notice was read at the April 2, 2013 Planning Commission meeting.

Presentation of Request

Allan Hunting, City Planner explained the request as detailed in the report. He advised that the applicant is proposing to open a dog grooming business out of their home, which is located in the E-1 Zoning District. In order to do this they would have to amend the zoning ordinance to allow for dog grooming operations in residential areas. Currently the ordinance allows for commercial uses involving animals only in the commercial or agricultural districts. Also, because they are proposing to have outside employees and a separate entrance, it cannot be considered a home occupation. Staff is concerned about potential issues regarding noise, parking and hours of operation associated with such a use in a residential area. If the Planning Commission finds that this is an appropriate use for residential areas, staff has drafted a code amendment allowing for dog grooming businesses in the larger lot areas of the City as a conditional use. He advised that if the ordinance amendment were approved by City Council, the applicants would then have to apply for a conditional use permit, at which time the neighbors would be notified of the request. Staff recommends denial of the request.

Chair Hark asked staff to discuss an option listed in the report regarding Interim Use.

Mr. Hunting advised that the use could be allowed by interim use rather than conditional use. An interim use would differ from a CUP in that it would not run with the land. Rather, it would allow the use for a set period of time, at which time the use would have to cease. The code does allow, however, for a one-time only extension. He advised that an interim use would still require amending the ordinance to allow dog grooming by interim use in a specific zoning district.

Chair Hark asked if an interim use would become invalid if the current homeowner sold the house.

Mr. Hunting replied that situation had never occurred before; however, he believed the use would continue with the property should the new owner want to continue that operation. If the original homeowner moved to a different location in the City; however, they would have to request another interim use permit for the new address.

Commissioner Gooch asked for clarification of whether the neighbors had been notified.

Mr. Hunting replied that the neighbors had not been notified which was the standard process for an ordinance amendment.

Commissioner Gooch noted that the Commission had received one letter from a neighbor, however. He asked what other types of businesses would be in the same category as dog grooming.

Mr. Hunting replied it could be part of a pet shop or could perhaps fall under a general retail type service operation, both of which are allowed in the B-3 district.

Commissioner Gooch asked if this were to be approved, would neighbors then have the ability to request other B-3 uses in residential areas, such as a beauty shop or auto parts store.

Mr. Hunting replied they would not as business type uses are not allowed in a residential area. He noted that one chair beauty salons; however, are allowed by conditional use permit.

Commissioner Lissarrague asked if there were currently any similar businesses in a residential neighborhood.

Mr. Hunting replied none that they were aware of.

Opening of Public Hearing

Julie and Brian Lehman, 1123 – 105th Street East, advised they were available to answer any questions.

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

Ms. Lehman replied in the affirmative, and stated the dog grooming area would have a separate entrance.

Chair Hark asked how many customers they anticipated averaging per day.

Ms. Lehman replied seven dogs per day.

Chair Hark asked what their anticipated maximum was.

Ms. Lehman replied they preferred to groom only seven dogs per day.

Mr. Lehman advised they were using this as a stepping stone to getting their own storefront.

Todd Lienemann, 6930 Cloman Avenue East, asked if the main issue was that the applicants wanted to hire outside employees.

Chair Hark replied that the main issue seemed to be that they were asking to put a commercial business in a residential area.

Commissioner Wippermann asked the applicant to explain the statement in their business plan that they would allow limited self-serve dog bathing.

Mr. Lehman replied that is something they would probably not do after all.

Chair Hark asked if the applicants would be opposed to an interim use rather than a conditional use permit.

Ms. Lehman replied they would be willing to discuss it further.

Mr. Lehman stated it would depend on how long the interim use permit would be in effect.

Chair Hark noted that if an interim use was approved the applicants would be allowed a one time extension.

Mr. Lehman stated he did not have an issue with an interim use permit, noting they did not want the business in their home forever anyway.

Chair Hark closed the public hearing.

Planning Commission Discussion

Chair Hark stated he preferred this use be allowed be interim use rather than conditional use and he would recommend a five year time period.

Commissioner Elsmore asked for clarification of the procedure for an interim use permit.

Mr. Hunting clarified that if the applicants decided to withdraw their current request and go the route of an interim use permit, the process would essentially start over because staff would have to republish the request to amend the ordinance for an interim use to allow dog grooming and it would then have to go through the public hearing process.

Chair Hark asked if the applicant would have to pay another fee.

Mr. Hunting replied they would not.

Commissioner Elsmore stated that the conditions listed in the proposed ordinance did not seem very limiting and she asked if the Commission could add language.

Mr. Hunting replied that the Commission could add additional language or conditions if they so desired.

Commissioner Wippermann advised he was opposed to the request, stating it would set a precedent for a variety of uses to be requested as home occupations thus bringing commercial uses into residential areas.

Commissioner Scales advised he was opposed to the request as well and would not support a conditional use or an interim use.

Chair Hark stated he understood their concerns, but noted that this particular area had large lots with a lot of space between homes.

Recommendation to City Council

May 7, 2013

Page 4

Commissioner Gooch advised he was opposed to the request, stating there was small retail space available in the City and he was concerned that the neighbors had not been notified.

Chair Hark stated the neighbors would be notified at such time as the applicants came back for a conditional use permit. He added that in his opinion this should go the route of interim use rather than conditional use.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Lissarrague, to deny the request for an ordinance amendment to allow dog grooming as a conditional use in the A, Agricultural and E-1, Estate Residential Zoning Districts, based on the reasons stated in the staff report.

Motion carried (6/1 - Hark). This item goes to the City Council on May 13, 2013.

- Entrance to a home occupation is to be gained exclusively from within the dwelling. The applicants propose a separate entrance from the side of the house.
- Typical home occupation uses are very low volume office/service type uses. Commercial type uses with customers coming and going, extend beyond what a home occupation is intended to be. There would be the potential for a greater impact on the residential neighborhood.

Any commercial use involving animals are allowed only in the agricultural or commercial districts. Dog day care businesses are allowed only in the B-3 district. A commercial kennel is allowed in the Agricultural district.

Concerns. Staff raises a list of potential concerns with the proposed use:

- Noise. There is always the concern of barking dogs and the noise impact on neighbors.
- Parking. There is a concern of additional traffic and parking problems on property and streets that are not designed for higher traffic. This could also cause an additional noise concern for neighbors.
- Hours. Concern of hours of operation extending into evenings or weekends when other residents are home.

This is only a brief list of the possible concerns associated with this type of use.

Miscellaneous. Any remodeling of the basement would require building permits issued by the Inspections Department before the business could operate.

The applicant would also have to verify that the septic system is capable of addressing the water volumes and how to filter the water properly before going into the septic system. This would also be required to be addressed with a building permit.

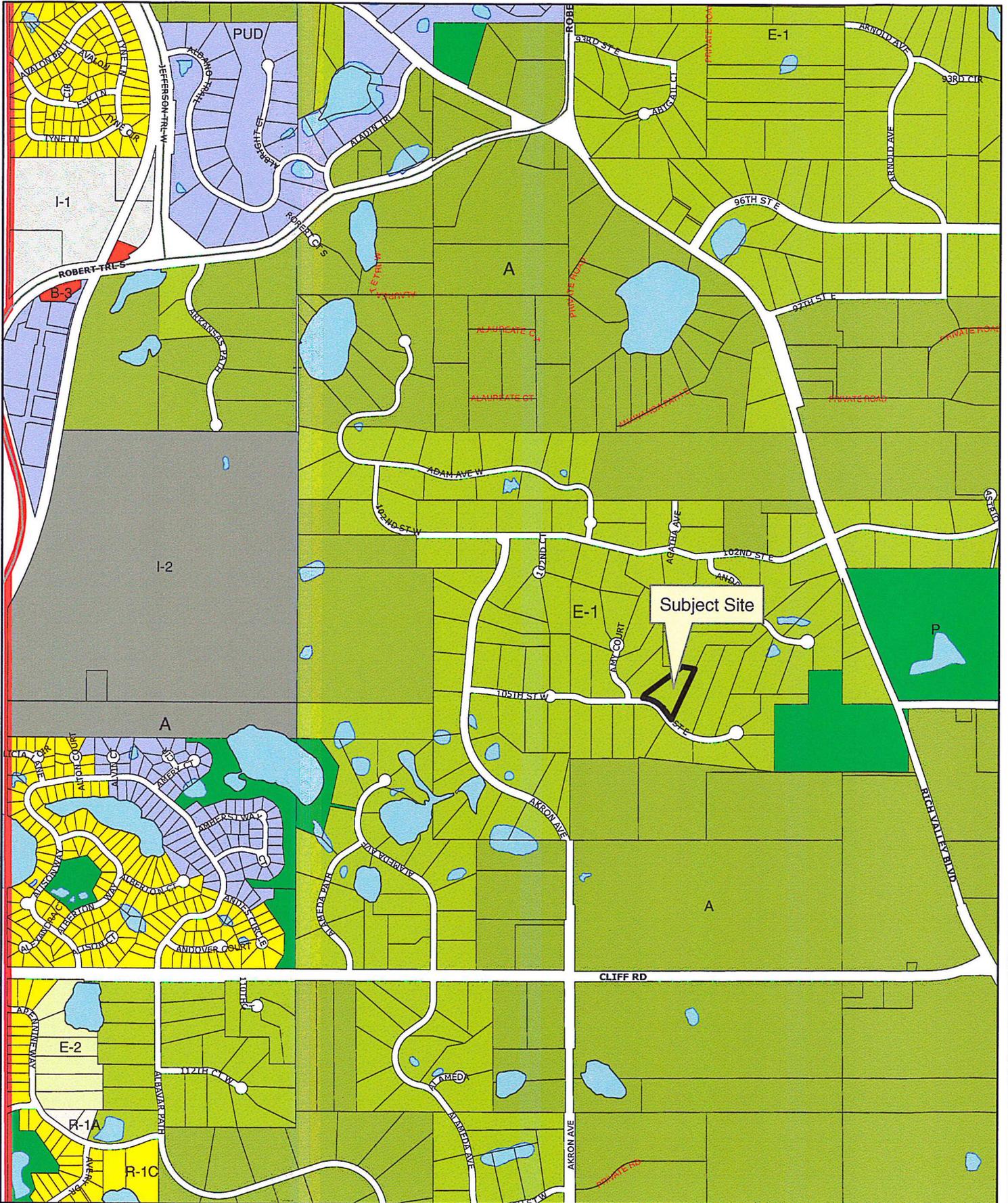
Other Options. If the Planning Commission and or City Council feel this is an appropriate use for residential areas, staff would offer that a code amendment be adopted that would allow dog grooming businesses in the larger lot areas of the city as a conditional use. The applicants live on an E-1 zoned lot (2.5 acres or greater). Commercial dog kennels are allowed in agricultural zoned areas, thus it may be reasonable to allow such use in the E-1 and A districts. These lots are larger with greater separation between homes that could possibly minimize noise and car parking issues. A draft ordinance amendment is attached with some suggested standards staff would recommend. If an ordinance amendment is adopted, a separate conditional use permit application would be required to be submitted by the applicant and a separate public hearing process would take place for that conditional use permit before the business would be allowed to operate. At that point, the surrounding residents would be notified of the request.

Another option available could be allowing the use by Interim Use. Since the applicant indicates their intent is to eventually move into a store front, an interim use permit could be used to allow by a set period of time, after that time expires, the use would have to move.



Location Map

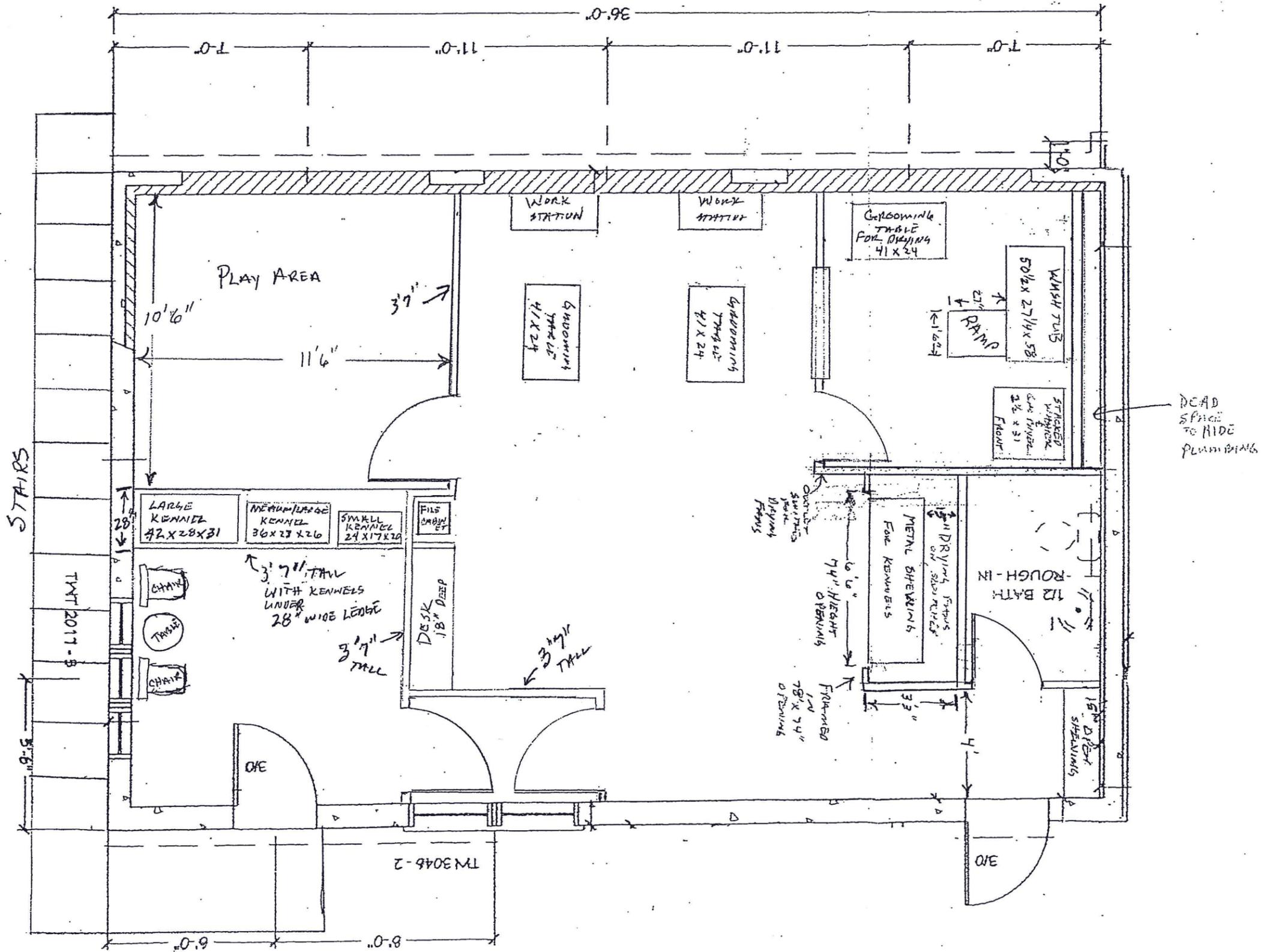
Case No. 13-04ZA



Concerns to Address:

- **Noise:** Dogs could be let outside behind the pet salon entrance. However our business protocol is to not regularly allow dogs to relieve themselves outside as it poses a detrimental risk to the future of the business should a dog escape under these circumstances. As mentioned previously above, the lower level of the home is constructed of 13 inch ICFs (Insulated Concrete Forms) and a spancrete ceiling. The ICF and spancrete ceiling construction combined with over half of the pet spa space below ground eliminates noise issues.
- **Parking:** Three off street parking spaces would be located in the driveway for drop off and pick up of dogs at various times.
- **Hours:** Dog grooming would be available by appointment only during regular business hours.
- **Employees:** Any member of the primary residence and two non-residents at any one time.
- **Traffic:** We estimate anywhere from five to ten dogs being dropped off and picked up each day. Approximately 30% of customers have two or more dogs thus reducing the traffic levels for those families. One advantage of the grooming salon traffic is that drop off and pick up of dogs would be spread out throughout the day vs. an in-home daycare where potentially 15 children could be dropped off and picked up within a one hour time frame. Please note that there are currently 50 in home daycare facilities located in Inver Grove Heights.
- **ADA Compliance:** According to the ADA, "When it is not readily achievable to provide an accessible entrance, goods and services must be provided in some other way." The grooming salon would offer curbside service by customer request. Customers could drop off and pick up their dogs in the driveway of the residence. In addition and per the ADA, the grooming salon does not offer a public restroom for pet owners; thus, we would not be required to offer handicapped accessible restrooms.

Lehman - 2/4/13
 Planning Application



Section Two. Amendment. Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

DOG GROOMING FACILITY: Any place or business where animals are bathed, clipped, or groomed for a fee or other compensation, provided all of the following are met;

- A. Animals may not be kept overnight at the facility.
- B. No boarding or commercial daycare kennel operation is allowed.
- C. No more than XX number of dogs shall be allowed in the facility at any one time.
- D. Hours of operation shall be limited to 8:00 a.m. to 5:00 p.m.

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

Passed in regular session of the City Council on the ____ day of _____, 2013.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

Lucille's Pet Spa Business Plan

Services: Lucille's Pet Spa LLC would offer full service dog grooming including bathing and grooming as well as ear, teeth, and nail care and pet photography services. The professional staff would be dedicated to providing top quality pet salon services at affordable prices in a comfortable home environment. Lucille's Pet Spa would operate during regular business hours, which are Monday through Friday from 8:00am – 5:00pm by appointment only. **Pet Spa services would exclude doggie daycare, overnight boarding and retail sales.**

About Us: Lucille's Pet Spa would be a collaborative effort between Julie and Brian Lehman, and Ricci Bilotta. The Lehmans have been residents of Inver Grove Heights for over 18 years. After general contracting their home in 2011, Julie and Brian would like to turn their passion for dogs into their dream of owning their own business. Through their mutual love of dogs, the Lehmans connected with Ricci Bilotta. Ricci lives nearby in West St. Paul and brings over 20 years of professional expertise in the dog grooming and dog rescue industry.

Location: Lucille's Pet Spa would be located in the lower level of the Lehman residence, situated on two and a half acres in southern Inver Grove Heights. The lower level of the home is constructed of 13 inch ICFs (Insulated Concrete Forms). The ICF construction combined with over half of the pet spa space below ground eliminates noise issues. Clients would access Lucille's Pet Spa through a dedicated lower level entrance. Access to the pet spa is also available through the inside of the home - please see floor plan.

Company Goals: We estimate that Lucille's Pet Spa will operate as a home based business for two to four years before transitioning to a commercial/retail storefront location in Inver Grove Heights.

Other items to address:

- **Noise:** Our business protocol is to not regularly allow dogs to relieve themselves outside as it poses a detrimental risk to the future of the business should a dog escape under these circumstances. As mentioned previously above, the lower level of the home is constructed of 13 inch ICFs (Insulated Concrete Forms) and a spancrete ceiling. The ICF and spancrete ceiling construction combined with over half of the pet spa space below ground eliminates noise issues.
- **Parking:** Three off street parking spaces would be located in the driveway for drop off and pick up of dogs at various times.
- **Hours:** Dog grooming would be available by appointment only during regular business hours, which are Monday through Friday from 8:00am – 5:00pm.
- **Employees:** Any member of the primary residence and one non-resident at any one time.
- **Traffic:** We estimate business traffic levels to be less than those of an in-home daycare facility and similar to those of an in home beauty/hair salon located in Inver Grove Heights. On average we estimate five dogs being dropped off and picked up each day with a maximum of seven. Approximately 30% of customers have two or more dogs thus reducing the traffic level. One advantage of the grooming salon traffic is that drop off and pick up of dogs would be spread out throughout the day vs. an in-home daycare facility where potentially 14 children could be dropped off and picked up within a one to two hour time frame. Please note that there are currently 50 in home daycare facilities located in Inver Grove Heights. Currently there is an in-home daycare facility in the E-1 Zoning area on 102nd Street licensed to accommodate up to 14 children with 2 employees.
- **Exclusions:** We would like to reiterate that our business services would **EXCLUDE** doggie daycare, overnight boarding and retail sales.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JOE AMUNDSON (J&B Auto Sales) - Case No. 13-12CA

Meeting Date: May 13, 2013
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:  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 Amendment to expand the automobile and off highway vehicle sales lot on the property located at 6360 Concord Boulevard.

- Requires a 4/5th's vote.
- 60-day deadline: June 8, 2013 (first 60 days)

SUMMARY

The applicant is requesting an expansion to the existing auto sales business. A CUP was approved for a sales lot in 2008 allowing 12 spaces for auto sales. At that time the property was a multi-tenant site; the restaurant has since closed and the tree service no longer stores equipment on the property. The applicant is planning to demo the existing restaurant building, utilize the existing office building, and use the remainder of the property as a sales lot.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, compatibility with surrounding properties, environmental impacts, and public health and safety impacts. Access to the site is not changing and the inventory area meets setback and surfacing requirements. No additional impervious surface would be added to the property. Removal of the restaurant would require modification to the existing sewer and water services on site. The applicant is proposing a raingarden east of the restaurant building providing stormwater quality and volume control for the site. The applicant is working with the Engineering Department on obtaining final approval on utility, stormwater, and grading requirements. A stormwater facilities maintenance agreement and improvement agreement shall be executed between the applicant and the City relating to the raingarden and stormwater control on the property.

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit and related documents to expand the vehicle sales lot.

Planning Commission: Recommended **approval** of the request at their May 7, 2013 meeting with the conditions listed in the attached resolution (7-0).

Attachments: CUP Resolution
 Stormwater Facilities Maintenance Agreement
 Improvement Agreement
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO
EXPAND AN AUTOMOBILE AND OFF HIGHWAY VEHICLE SALES LOT**

Joe Amundson (J&B Auto Sales)
Case No. 13-12CA

WHEREAS, the request is for the property located at 6360 Concord Boulevard and legally described as:

**LOTS 1 THRU 3 BLK 22 & VAC WILTON ST ADJ, INVER GROVE FACTORY
ADDITION, DAKOTA COUNTY, MINNESOTA**

WHEREAS, an application for a conditional use permit amendment has been submitted to allow for an expansion to the existing auto sales lot along with stormwater and utility improvements;

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

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit 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 May 7, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to expand the automobile and off highway vehicle sales lot is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Site Plan date stamped:	04-09-2013
Grading plan date stamped:	05-08-2013
2. The parking and display of cars shall occur only on the paved areas of the site as shown on the approved site plan. Parking and display of cars shall not be permitted on any grass areas or in the boulevard of any right-of-way.
3. No junk vehicles, as defined by City Code, shall exist on the property. There shall be no storage of vehicle parts on the property.
4. No employee, customer, or inventory parking shall be allowed on the street or in the right-of-way. Customer parking must be signed and shall not contain vehicle inventory.
5. A demolition permit and the City procedure shall be followed for the removal of the restaurant building.
6. Any areas designated for customer and employee parking shall not be used at any time for the display of cars for sale.
7. All signage requires issuance of sign permits which will require a complete sign inventory to verify proposed overall signage will comply with the code.
8. All parking lot and building lighting shall be of a shoe-box style with all lighting being diffused or direct away from all property lines and public right-of-ways. The direct source of the light shall not be visible from any abutting property lines and public right-of-ways.
9. All display pennants, flags, searchlights, balloons, or other special promotion devices shall be limited to no more than 10 days per calendar year. All other signage for the property shall conform to the applicable requirements of the City Code.
10. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
11. A stormwater facilities maintenance agreement and improvement agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure installation and long term maintenance of the facilities.

12. Prior to any work being done on the site, an Engineering cash escrow shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
13. The developer shall meet all the conditions outlined in the City Engineers review letter and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
14. Resolution No. 08-74 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

Adopted by the City Council of Inver Grove Heights this 13th day of May, 2013.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
6360 AND 6370 CONCORD BLVD
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of May, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and J & B Services, LLC, a Minnesota limited liability company (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 J & B Services, LLC, a Minnesota limited liability company, and its successors and assigns.

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

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

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Site Plan dated May 8, 2013, and approved by the City Engineer on May 8, 2013. The Storm Water Facility Plan is on file with the City and is attached to this Agreement as part of 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.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for the Landowner Property as identified in the Improvement Agreement between the parties of the same date herewith.

Recital No. 3. The City is willing to approve the Development Plans if, among other things, 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 November 15, 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);
- 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;
- 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 Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.
- e. 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 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement between the parties are met, the City will approve the Development Plans as defined in the Improvement Agreement for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

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

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

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

If to Landowner: Joe Amundson
J & B Services, LLC
6360 Concord Blvd.
Inver Grove Heights, MN 55076

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 13th day of May, 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:
J & B SERVICES, LLC**

By: _____
Joe Amundson
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Joe Amundson, to me personally known, who being by me duly sworn did say that he is the Chief Manager of J & B Services, LLC, a Minnesota Limited Liability Company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the limited liability company.

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, legally described as follows:

Lots 1, 2, and 3, Block 22, Inver Grove Factory Addition, Dakota County, Minnesota; and that portion of adjoining vacated Wilton Street that has accrued thereto by reason of vacation thereof.

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

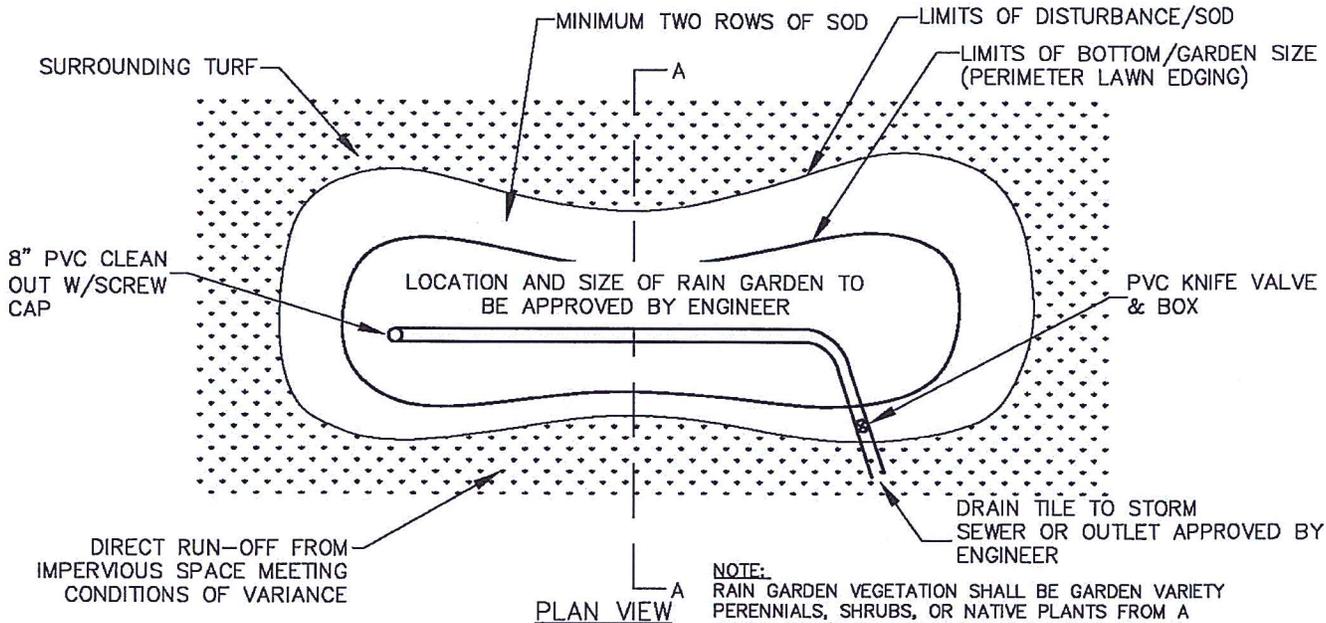
EXHIBIT C
ANNUAL INSPECTION FORM

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					
ILLCIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

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

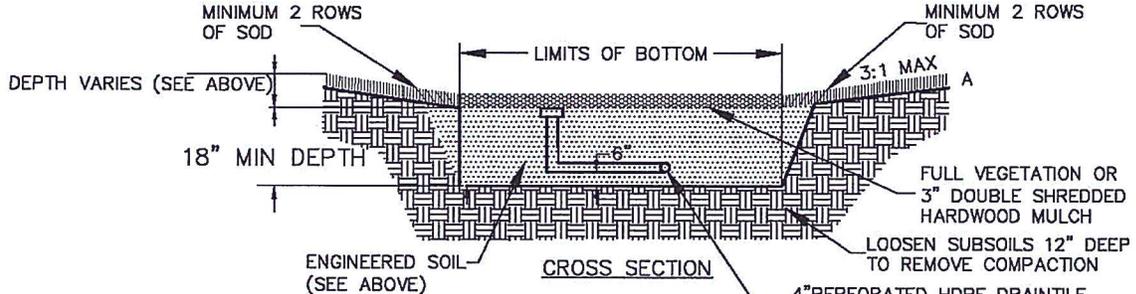


NOTE:
 RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

ENGINEERED SOIL (DCSWCD MIX B)
 80% COARSE-WASHED SAND (MNDOT 3126)
 20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
 NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
 3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

GARDEN SIZE: TREATS 3,000 SF OF IMPERVIOUS SURFACE AND 871 CF OF RUNOFF



- NOTES**
- FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
 - NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
 - PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
 - OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
 - FINALIZING RAIN GARDEN SIZE AND LOCATION.
 - OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
 - APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
 - FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
 - GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
 - OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
 - FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

	RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS	
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	2/13

RAIN GARDEN SIZING GUIDE
Proposed Parking Lot South Entrance off Carmen Avenue
6370 Concord Blvd
J&B Auto Sales

Mitigating 3000SF of Impervious Surface
(Given sandy loam Type 'B' soils)

HydroCAD Results	
(CN=98)	0.030 AF
(CN=61)	0.01 AF

<i>Post Condition Runoff Volume (100-year)=</i>	1307 CF
<i>Precondition Runoff Volume (100-year)=</i>	436 CF
<i>Volume to be treated (Cubic Feet)=</i>	871 CF

3-18: 100-Year Rain Garden
 (18-inch depth dead storage, 3.0-foot Engineered Soils)

Rain Garden C (100-yr)			
pond	1.5	feet	
Engineered Soil	3	feet	
Rain Garden Bottom Area	345	SF	
Total Storage Vol. =	880	CF	

3-12: 100-Year Rain Garden
 (12-inch depth dead storage, 3.0-foot Engineered Soils)

Rain Garden C (100-yr)			
pond	1	feet	
Engineered Soil	3	feet	
Rain Garden Bottom Area	430	SF	
Total Storage Vol. =	882	CF	

3-9: 100-Year Rain Garden
 (9-inch depth dead storage, 3.0-foot Engineered Soils)

Rain Garden C (100-yr)			
Above Ground Storage Volume	0.75	feet	
Engineered Soil Storage Volume	3	feet	
Rain Garden Bottom Area	485	SF	
Total Storage Vol. =	873	CF	

2-18: 100-Year Rain Garden
 (18-inch depth dead storage, 2.0-foot Engineered Soils)

Rain Garden C (100-yr)			
pond	1.5	feet	
Engineered Soil	2	feet	
Rain Garden Bottom Area	400	SF	
Total Storage Vol. =	880	CF	

2-12: 100-Year Rain Garden
 (12-inch depth dead storage, 2.0-foot Engineered Soils)

Rain Garden C (100-yr)			
pond	1	feet	
Engineered Soil	2	feet	
Rain Garden Bottom Area	515	SF	
Total Storage Vol. =	876	CF	

2-9: 100-Year Rain Garden
 (9-inch depth dead storage, 2.0-foot Engineered Soils)

Rain Garden C (100-yr)			
Above Ground Storage Volume	0.75	feet	
Engineered Soil Storage Volume	2	feet	
Rain Garden Bottom Area	605	SF	
Total Storage Vol. =	877	CF	

1.5-18: 100-Year Rain Garden
 (18-inch depth dead storage, 1.5-foot Engineered Soils)

Rain Garden C (100-yr)			
pond	1.5	feet	
Engineered Soil	1.5	feet	
Rain Garden Bottom Area	430	SF	
Total Storage Vol. =	871	CF	

1.5-12: 100-Year Rain Garden
 (12-inch depth dead storage, 1.5-foot Engineered Soils)

Rain Garden C (100-yr)			
pond	1	feet	
Engineered Soil	1.5	feet	
Rain Garden Bottom Area	575	SF	
Total Storage Vol. =	877	CF	

1.5-9: 100-Year Rain Garden
 (9-inch depth dead storage, 1.5-foot Engineered Soils)

Rain Garden C (100-yr)			
Above Ground Storage Volume	0.75	feet	
Engineered Soil Storage Volume	1.5	feet	
Rain Garden Bottom Area	685	SF	
Total Storage Vol. =	873	CF	

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
6360 AND 6370 CONCORD BLVD
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 6360 AND 6370 CONCORD BLVD, INVER GROVE HEIGHTS, MN**

THIS AGREEMENT, made and entered into on the 13th day of May, 2013, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping and the modification of municipal sewer and water service lines.

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means J & B Services, LLC, a Minnesota Limited Liability Company and its successors and assigns.

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District

- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

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

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

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

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

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

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

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

d.) breach of the Developer Warranties.

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

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

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in

default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

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

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title.** J & B Services, LLC owns fee title to the Subject Property.

1.19 City Warranties. “City Warranties” means that the City hereby warrants and represents as follows:

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

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

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

If to Developer: Joe Amundson
J & B Services, LLC
6360 Concord Blvd.
Inver Grove Heights, MN 55076

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

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

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

ARTICLE 3 **DEVELOPER IMPROVEMENTS**

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

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

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

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

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

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

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

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

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

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

Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

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

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

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

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

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

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

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

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

ARTICLE 8 **DEVELOPER WARRANTIES**

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

ARTICLE 9 **CITY WARRANTIES**

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

ARTICLE 10 **INDEMNIFICATION OF CITY**

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

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;

- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to the Developer obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

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

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

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

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and

construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

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

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

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

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

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

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13
MISCELLANEOUS

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

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of May, 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
J & B SERVICES, LLC**

By: _____
Joe Amundson
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Joe Amundson, to me personally known, who being by me duly sworn did say that he is the Chief Manager of J & B Services, LLC, a Minnesota Limited Liability Company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said Chief Manager acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

**THIS INSTRUMENT DRAFTED BY AND
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

13.doc

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lots 1, 2, and 3, Block 22, Inver Grove Factory Addition, Dakota County, Minnesota; and that portion of adjoining vacated Wilton Street that has accrued thereto by reason of vacation thereof.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Grading, Drainage and Erosion Control Plan	_____	_____
2.) Landscaping Plan	_____	_____
3.) Stormwater and Raingarden Plan	_____	_____
4.) Demolition and Site Restoration Plan	_____	_____
5.) Plan relating to Modification of Sewer and Water Service Lines	_____	_____

The above-listed Development Plans were approved by the City Engineer on May ____, 2013.

The Development Plans also include compliance by the Developer with the conditions set forth in that certain letter to Allan Hunting, City Planner, from City Engineer, Tom Kaldunski dated April 19, 2013 (“Letter”). The Letter is on file with the City.

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	11-15-13	general site grading, drainage and erosion control
X	11-15-13	stormwater facilities
X	11-15-13	site landscaping
X	11-15-13	raingarden
X	11-15-13	sewer and water service lines

The items listed above are Developer Improvements and are not Developer Public Improvements.

EXHIBIT D

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A DEMOLITION PERMIT FOR THE SUBJECT PROPERTY.** Before the Developer begins construction and before the City issues a demolition permit for the Subject Property, all the following conditions must be satisfied:
- a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow and vegetation escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Developer must show evidence to the City in the form of a Title Insurance Policy or an Attorney's Title Opinion that J & B Services, LLC is the fee owner of the subject property.
- 2.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt

or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

- 1.) Site grading, drainage and erosion control (incl. ponds)
- 2.) Raingarden
- 3.) Sewer and water service lines
- 4.) Other stormwater facilities
- 5.) Site landscaping and restoration
- 6.) As-built Record Plans
- 7.) Construction debris clean-up

ESCROW AMOUNT:

\$3,500

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition, the Owner 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 Development Plans, the Developer Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to pond stabilization, grading, drainage and erosion control and landscaping on the Subject Property and failures, if any, of the Developer to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

Upon satisfactory completion of the Developer Improvements as determined by the Director of PWD, the City shall return the remaining balance of the Engineering Escrow Amount to the Developer except for \$1,000. The City shall return to the Developer any remaining portion of the \$1,000 when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.
- b.) raingarden stabilization 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 or maintenance obligations for stormwater facilities exceed the initially deposited \$1,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The city of San Diego spent more than \$1.3 million repairing 30,000 potholes but still has no way to determine the average response time or to track which neighborhoods have the most frequent need, an audit released Friday concludes.

From what auditors could tell from the error-riddled data, the average repair time nearly doubled over the past year, from eight days in 2011 to 15 days in 2012, the review states.

“The Transportation & Storm Water Department indicated that it relied on self-reporting, which revealed issues with recording, data entry, accounting procedures and crew assignments,” the report says. “It stated the issues have been corrected for Fiscal Year 2013.”

The city system for responding to pothole complaints also could be improved, the audit found.

The division in charge has no specific mechanism to identify and fix unreported potholes. That lack of any standard means council districts receive different levels of repair service, the review said.

The audit included four recommendations to improve the department’s response to potholes:

- Standardize data collection
- Improve data-entry controls
- Implement a regional deployment strategy
- Track repairs on a per-pothole basis to reflect efficiency

The audit was requested by Councilman Kevin Faulconer, whose coastal area district reported the second-most of complaints over a nine-month period.

Faulconer said the audit reveals flaws in the city’s pothole program.

“The current system is inefficient and frustrating to citizens,” he said. “These reforms will change that, and I’m urging the mayor and City Council to implement them.”

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: May 7, 2013
SUBJECT: **JOE AMUNDSON (J & B AUTO SALES) - CASE NO. 13-12CA**

Reading of Notice

Commissioner Scales read the public hearing notice to consider the request for a conditional use permit amendment to operate an automobile and off highway vehicle sales lot, for the property located at 6360/6370 Concord Boulevard. 19 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 to amend their conditional use permit to allow them to expand the auto sales lot located at 6360 Concord Boulevard. A CUP was approved for the property in 2008 to allow for a 12 spot used car sales lot. At that time the property was a multi-tenant site. Since then the restaurant has closed and the tree service no longer stores equipment on the property. The applicant is planning to demolish the existing restaurant building and utilize the existing office building with the remainder of the property being a sales lot. The applicants are being required to maintain a ten foot setback from the sidewalk. Staff recommends approval of the request with the 13 conditions listed in the report. Ms. Botten noted that staff received notice from one resident in the area who was not in support of the request.

Chair Hark asked if the City had received other complaints in the past regarding illegal parking, etc. on this sales lot.

Ms. Botten replied they have not.

Commissioner Lissarrague asked if the conditions in the report were part of the original CUP.

Ms. Botten stated many of the conditions carried over from the original CUP as they were standard for car lots in the City. The conditions regarding demolition of the existing building and the ones relating to engineering comments were added specifically for this CUP.

Commissioner Lissarrague asked staff to address the parking violations shown in the photos submitted by the resident.

Ms. Botten stated the original CUP allowed for 12 spots. Once the restaurant closed the applicants had more flexibility as they were able to utilize the entire site. Staff did not monitor closely where those vehicles were parked as fewer handicapped spots were now required. When she received the complaint she contacted the owners and they moved their vehicles.

Commissioner Maggi asked if the parking spots were required to be marked on the ground as a

physical reminder of the mandatory setback.

Ms. Botten replied they were not.

Opening of Public Hearing

Joe Amundson and Brian Williams, 6360 Concord Boulevard East, advised they were available to answer any questions.

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

Mr. Amundson replied in the affirmative.

Chair Hark gave the applicants a copy of the photos taken by the complainant showing CUP violations and asked the applicant to address the situation.

Mr. Amundson advised that the April snow flooded their back parking lot and therefore they moved the vehicles out of the way until the issue was resolved.

Mr. Williams replied they were not parked there very long.

Commissioner Elsmore asked how long the demolition process would take.

Mr. Williams replied the demolition of the restaurant building was anticipated to take six hours total.

Commissioner Lissarrague asked if the applicant had received any complaints prior to the one referenced tonight.

Mr. Amundson replied he had not.

Commissioner Lissarrague warned that they could not have vehicles for sale parked in the handicapped spots.

Mr. Amundson stated once the restaurant was demolished all the handicapped and employee parking spots would be marked.

Commissioner Gooch asked if the applicants planned to address the drainage on the site so as to avoid future flooding.

Mr. Amundson replied in the affirmative, stating they were planning to construct a rain garden.

Commissioner Wippermann asked if the entire lot would be paved at the same time as the demolished restaurant site was paved.

Mr. Amundson replied that eventually the site would have all new pavement.

Chair Hark closed the public hearing.

Planning Commission Discussion

Commissioner Gooch stated he supported the request.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Elsmore, to approve the request for a conditional use permit amendment to operate an automobile and off highway vehicle sales lot, for the property located at 6360/6370 Concord Boulevard, with the 13 conditions listed in the staff report.

Motion carried (7/0). This item goes to the City Council on May 13, 2013.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: May 2, 2013

CASE NO: 13-12CA

HEARING DATE: May 7, 2013

APPLICANT: Joe Amundson (J&B Auto Sales)

PROPERTY OWNER: John Bauer

REQUEST: Conditional Use Permit Amendment for an automobile and off-highway vehicle sales lot

LOCATION: 6360/6370 Concord Blvd

COMPREHENSIVE PLAN: Mixed Use

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

Joe Amundson co-owner of J&B Auto Sales has submitted an application for a conditional use permit amendment to expand the auto sales lot at the property located at 6360 Concord Boulevard. A CUP was approved for the property in 2008 for a used car sales lot, allowing 12 spaces for auto sales. At that time the site was a multi-tenant site; the restaurant has since closed and the tree service no longer stores equipment on the property. The applicant is planning to demo the existing restaurant building and use the space as a sales lot. No new buildings are proposed for the property.

The specific request consists of the following:

- A.) A **Conditional Use Permit Amendment** for automobile and off-highway vehicle sales in the B-3, General Business Zoning District

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

- North – Auto Repair; zoned I-1, Limited Industrial; guided Mixed Use
- East - Heritage Village Park; zoned P Public/Institutional; guided P, Public Open Space
- West – Single Family; zoned R-1C; guided Mixed Use
- South – Holiday gas station; zoned I-1; guided Mixed Use

SITE PLAN REVIEW

Parking. The property would be utilized as a sales lot. The customer parking must be marked and shall not contain vehicle inventory. No employee, customer, or inventory parking shall be allowed on the street or in the right-of-way.

No junk vehicles are allowed to be kept on site. A junk vehicle is defined as any motor vehicle which for a period of 30 days or more: is not in operable condition; partially dismantled; used for the sale of parts or as a source of repair or replacement parts for other vehicles; kept for scrapping; dismantling or salvage of any kind; or not properly licensed.

Access. Access to the site is not changing; there are two access points leading into the property off of Concord Blvd.

Lighting. No new lighting is being proposed at this time. All parking lot lighting and building lighting shall be designed so as to deflect light away from the public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Signage. All signs for the site, including wall and pylon, require a separate sign permit and shall conform to the sign size requirements of the B-3 zoning district.

Engineering. No additional impervious surface would be added to the property. Removal of the restaurant would require modifications to the existing sewer and water services; services to the office building shall be upgraded to meet City Code. The Engineering Department has reviewed the plans and is working with the applicant on utilities, stormwater and grading requirements. 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 plans.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals and policies of the Comprehensive Plan.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and intent of the specific Zoning Ordinance in which the use is located.*

The applicant's property is zoned B-3, General Business. An auto sales lot is a conditional use in the B-3 district; the proposed use would be in compliance with the Zoning Ordinance.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The additional auto sales space would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly timely manner.*

Concord Boulevard was recently reconstructed; no additional City or County improvements are planned at this time. The property improvements do not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

i. Aesthetics/exterior appearance

The existing restaurant building will be removed. Open sales and outside storage are common uses along Concord Blvd.

ii. Noise/traffic

The sales lot would not generate noises that are inconsistent with commercial zoning.

iii. Fencing, landscaping and buffering

The site is already developed and no additional buildings are being proposed. Landscaping is not required for this property.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The size and shape of the parcel would work for the proposed use. Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. The site is existing so most performance standards would not apply. All required permits shall be pulled by the applicant in regards to the demo of the restaurant building and any other property improvements that require permits.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

The use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including but not limited to, surface water, groundwater and air quality.*

The proposed use itself would not have any direct impacts on the environment. No impervious surface would be added to the site. All vehicles would be operable and there is no storage of junk vehicles or vehicle parts allowed.

ALTERNATIVES

A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of the **Conditional Use Permit Amendment** for an automobile and off-highway vehicle sales lot subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein:

Site Plan date stamped: 04-09-2013

2. The parking and display of cars shall occur only on the paved areas of the site as shown on the approved site plan. Parking and display of cars shall not be permitted on any grass areas or in the boulevard of any right-of-way.
3. No junk vehicles, as defined by City Code, shall exist on the property. There shall be no storage of vehicle parts on the property.
4. No employee, customer, or inventory parking shall be allowed on the street or in the right-of-way. Customer parking must be signed and shall not contain vehicle inventory.
5. A demolition permit and the City procedure shall be followed for the removal of the restaurant building.
6. Any areas designated for customer and employee parking shall not be used at any time for the display of cars for sale.
7. All signage requires issuance of sign permits which will require a complete sign inventory to verify proposed overall signage will comply with the code.
8. All parking lot and building lighting shall be of a shoe-box style with all lighting being diffused or direct away from all property lines and public right-of-ways. The direct source of the light shall not be visible from any abutting property lines and public right-of-ways.
9. All display pennants, flags, searchlights, balloons, or other special promotion devises shall be limited to no more than 10 days per calendar year. All other

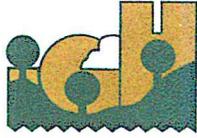
signage for the property shall conform to the applicable requirements of the City Code.

10. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 11. 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.
 12. Prior to any work being done on the site, an Engineering cash escrow shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
 13. The developer shall meet all the conditions outlined in the City Engineers review letter and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
- B. **Denial**. If the Planning Commission does not favor the proposed application, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

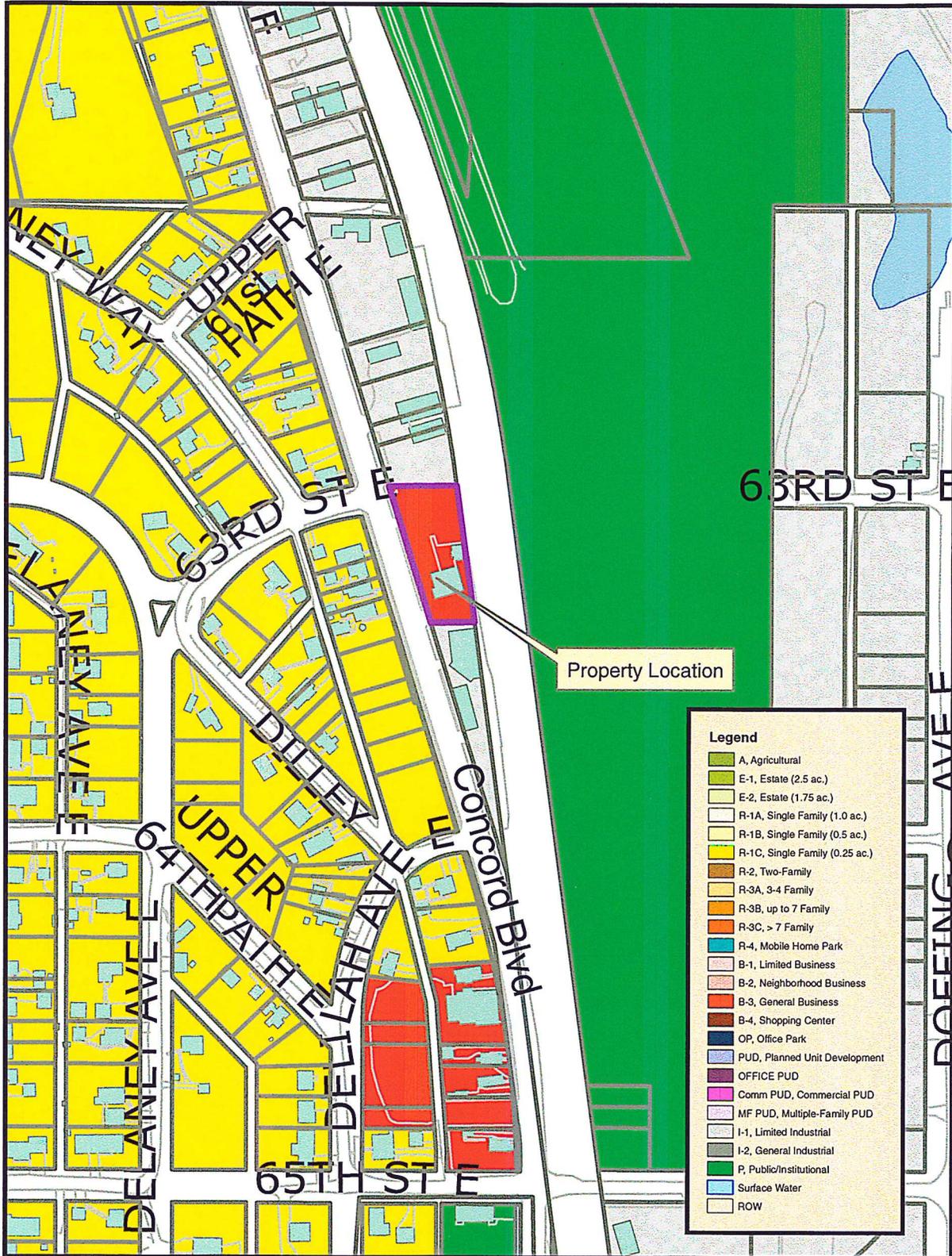
RECOMMENDATION

Based on the preceding report, Staff recommends **approval** of the request with the conditions listed in Alternative A.

Attachments: Exhibit A – Zoning and Location map
 Exhibit B – Applicant narrative
 Exhibit C –Site plan



6360 Concord Blvd J&B Auto Sales



N
Map not to scale

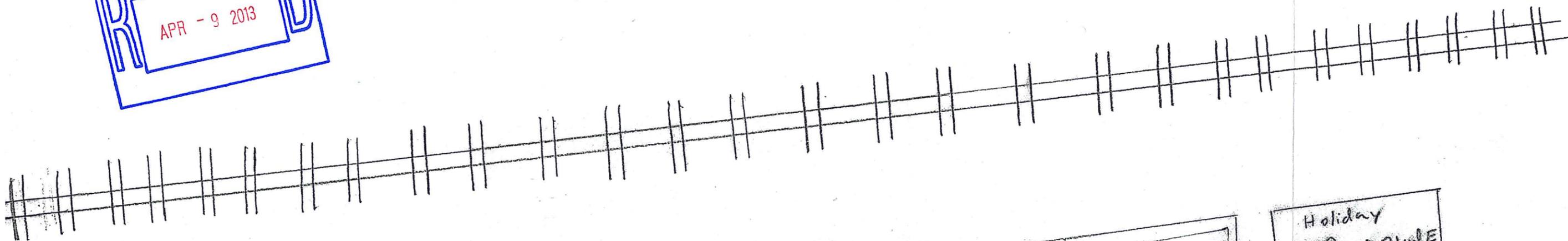
Exhibit A
Zoning and Location Map

J&B Auto Sales would like to tear down the Last Track restaurant to make more room for our car lot. We would like to make room for 60 cars. We would work with the city and county to make sure we follow all rules and city codes during this process. Demo of building would be done by a licensed contractor and would have to get ok from city. J&B Auto Sales owners grow up in Inver Grove Heights so we would give back to the community as much as we could by making concord street area a much better place to be. Our lay out for the inventory is a great way for us to be more successful down here. We plan on making this our home for a long time as we grow here in I.G.H

Thank You

J&B Auto Sales

B



Byron's Auto Repair
6250 Concord Blvd So.



Holiday
6380
Concord Blvd E

sidewalk

1 inch = 32 feet
60 Sales spots
E = Employee Parking
H = Handicap Parking
C = Customer Parking

All trees will stay. Rock/Drain
Garden will be added around
Office.

6259 Concord Blvd S
Current Resident
NW corner of Concord &
63rd St E

6341
Concord
Blvd S
Current
resident

C

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ORDINANCE ALLOWING URBAN CHICKENS

Meeting Date: May 13, 2013
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following actions regarding ordinance allowing urban chickens:

- a) Third Reading of an **Ordinance Amendment** to allow chickens in single family residential areas;
 - Requires 3/5th's vote.
- b) Approve a **Resolution** adopting a license fee for urban chickens;
 - Requires 3/5th's vote.
- c) Approve an **Ordinance Amendment** to the Zoning Ordinance allowing chickens in the E-2, R-1A, R-1B, R-1C and R-2 zoning districts.
 - Requires 3/5th's vote.

SUMMARY

City Council heard the second reading of the ordinance on April 22 and after discussion, suggested a few more changes to the ordinance. Staff has modified the ordinance and the following summarizes the changes:

- Removed the E-2 zoning district from the affected districts. The zoning code amendment now allows chickens in the E-2 district without the licensing requirements.
- Modified some language in the application section. Requiring a drawing of the chicken coop be submitted since there is no pre license inspection of the property. Removed requirement that city inspects property before license is issued.
- Modified language regarding housing of chickens to clarify that chickens must be kept in a run at all times and are not required to be kept in a roofed structure at all times.
- Eliminated late fee requirement for license application.
- Any violation to be a petty misdemeanor.

Staff has prepared a resolution establishing the licensing fee at \$25.00. Since there is no mandatory site inspection, incurred costs would involve staff time to review application and send out notices to neighbors, postage costs for mailing. There could be some further staff time involved if a license request triggers review by Council if a neighbor objects.

The Planning Commission reviewed the zoning ordinance amendment that would allow chickens in residential areas. The amendment is required so zoning is consistent with the new

chicken ordinance. The amendment allows chickens in E-2 districts without the need for a license.

RECOMMENDATIONS

Staff presents Council with the third reading of the ordinance and a resolution establishing a license fee. Staff also recommends approval of the zoning ordinance amendment as presented.

Planning Commission: Recommended approval of the zoning ordinance amendment (5-2)

Attachment: Ordinance Third Reading (final)
Legislative Version of Ordinance
Resolution Establishing License Fee
Zoning Ordinance Amendment
E-mail from Resident
Planning Commission Recommendation
Planning Report on zoning ordinance amendment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, SECTION 2, KEEPING OF CERTAIN ANIMALS
PERMITTED**

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

Section 1. Inver Grove Heights City Code Title 5, Chapter 4, Section 2 is hereby amended to add the following:

B. CHICKENS ON URBAN RESIDENTIAL LOTS:

1. License Required: No person shall keep chickens on any property zoned R-1A, R-1B, R-1C or R-2, within the city without first obtaining a license from the city.
2. Application: An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:
 - a. The name and address of the owner(s) where the chickens will be kept;
 - b. The number of chickens to be kept on the property;
 - c. Site plan or property survey showing the proposed location of the chicken coop and/or run on the subject property.
 - d. Drawing or picture of the proposed chicken coop.
 - e. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.
3. Notice to Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to those owners of properties contiguous to and directly abutting the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the county treasurer.
4. Granting Issuance of License: The city clerk may administratively grant an initial or renewal license under this subdivision provided all of the following have been met;
 - a. all submittal information is submitted and complete.
 - b. appropriate fee is paid.

Ordinance No. _____

- c. the application filed demonstrates compliance with the requirements of this subdivision and any other applicable regulations of the city code.
 - d. no persons mailed a notice objects in writing to the request within 10 days of notice being mailed; an objection sent electronically shall be deemed an objection in writing.
5. Denying Issuance of License: The City Clerk shall deny issuance of a license if any of the items in D above have not been met. In the instance where an objection has been received by an abutting property owner, the item shall be placed on the next available city council agenda for council review and determination of whether the license shall be issued.
6. Standards: Any person keeping chickens in residential areas of the city as noted in paragraph A above, shall comply with all of the following:
 - a. No person shall keep more than six (6) total hen chickens on the property.
 - b. No person shall keep roosters or adult male chickens on the property.
 - c. Cockfighting is specifically prohibited within the City.
 - d. The slaughter of chickens is prohibited on residentially used or zoned properties.
 - e. The owner of the chickens shall live in the dwelling on the property.
 - d. The raising of chickens for breeding purposes is prohibited.
 - e. Chickens shall not be kept inside a dwelling.
7. Shelter and Enclosure Requirements: Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times in a chicken coop or chicken run. Chicken Coops and Runs shall comply with the following standards:
 - a. Only one (1) chicken coop and/or run shall be allowed per lot.
 - b. Chicken coops and runs shall not be located in the front or side yards and shall not be placed within any drainage and utility easement.
 - c. Any chicken coop or chicken run shall be setback at least twenty five (25) feet from any principal structure on any adjacent lot and ten (10) feet from all property lines.
 - d. Any chicken coop and run fencing must be consistent with applicable zoning codes.
 - e. No chicken coop or run shall be constructed on a lot prior to the time of occupancy of the principal structure.
 - f. Chickens shall be provided a secure and well ventilated roofed structure in compliance with applicable zoning codes.
 - g. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.
 - h. Chickens shall be contained within a chicken run at all times.
 - i. The run area shall be well drained so there is no accumulation of moisture.
 - j. Chicken feed shall be stored in leak-proof containers with a tight-fitting cover to prevent attracting vermin.

Ordinance No. _____

8. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.
9. Duration of License: A license to keep chickens shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1.
10. Conditions/Maintenance and Inspections: No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be such condition that noxious odors to be carried to adjacent public or private property. Any chicken coop and run authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.
11. Revocation Of License: A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in title 3, chapter 2 of this code.
12. Penalty: Violation of this Section shall be a petty 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 14th day of May, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, SECTION X, ANIMAL CONTROL

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

Section 1. Inver Grove Heights City Code Title 5, Chapter 4, Section X is hereby added to read as follows:

5-4-~~X~~ **CHICKENS ON URBAN RESIDENTIAL LOTS:**

- A. License Required: No person shall keep chickens on any property zoned ~~E-2~~, R-1A, R-1B, R-1C or R-2, within the city without first obtaining a license from the city.
- B. Application: An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:
 - 1. The name and address of the owner(s) where the chickens will be kept;
 - ~~2. The address of the real property where the chickens will be kept;~~
 - ~~3. 2.~~ The number of chickens to be kept on the property;
 - 4. 3. Site plan or property survey showing the proposed location of the chicken coop and/or run on the subject property.
 - 4. Drawing or picture of the proposed chicken coop.
 - 5. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.
- C. Notice to Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to those owners of properties contiguous to and directly abutting the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the county treasurer.
- D. Granting Issuance of License: The city clerk may administratively grant an initial or renewal license under this subdivision provided all of the following have been met;
 - 1. all submittal information is submitted and complete.
 - 2. appropriate fee is paid.

Ordinance No. _____

3. the application filed demonstrates compliance with the requirements of this subdivision and any other applicable regulations of the city code.
4. no persons mailed a notice objects in writing to the request within 10 days of notice being mailed; an objection sent electronically shall be deemed an objection in writing.
5. ~~A license shall not be issued or renewed until the animal control officer inspects and approves the premises, including the chicken coop and run.~~

E. Denying Issuance of License: The City Clerk shall deny issuance of a license if any of the items in D above have not been met. In the instance where an objection has been received by an abutting property owner, the item shall be placed on the next available city council agenda for council review and determination of whether the license shall be issued.

F. Standards: Any person keeping chickens in residential areas of the city as noted in paragraph A above, shall comply with all of the following:

1. No person shall keep more than six (6) total hen chickens on the property.
2. No person shall keep roosters or adult male chickens on the property.
3. Cockfighting is specifically prohibited within the City.
4. The slaughter of chickens is prohibited on residentially used or zoned properties.
5. The owner of the chickens shall live in the dwelling on the property.
6. The raising of chickens for breeding purposes is prohibited.
7. Chickens shall not be kept inside a dwelling.

G. Shelter and Enclosure Requirements: Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times in a chicken coop or chicken run. Chicken Coops and Runs shall comply with the following standards:

1. Only one (1) chicken coop and/or run shall be allowed per lot.
2. Chicken coops and runs shall not be located in the front or side yards and shall not be placed within any drainage and utility easement.
3. Any chicken coop or chicken run shall be setback at least twenty five (25) feet from any principal structure on any adjacent lot and ten (10) feet from all property lines.
4. Any chicken coop and run fencing must be consistent with applicable zoning codes.
5. No chicken coop or run shall be constructed on a lot prior to the time of ~~construction~~ occupancy of the principal structure.
6. Chickens shall be provided a secure and well ventilated roofed structure in compliance with applicable zoning codes.
7. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.

Ordinance No. _____

8. Chickens shall be ~~kept in roofed structures or runs~~ contained within a chicken run at all times.
9. The run area shall be well drained so there is no accumulation of moisture.
10. Chicken feed shall be stored in leak-proof containers with a tight-fitting cover to prevent attracting vermin.
- H. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.
- I. Duration of License: A license to keep chickens shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1. ~~A late fee, as set forth in the city fee schedule, will be assessed for any late applications.~~
- J. Conditions/Maintenance and Inspections: No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be such condition that noxious odors to be carried to adjacent public or private property. Any chicken coop and run authorized under this section may be inspected at any reasonable time by ~~the animal control authority~~ authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.
- K. Revocation Of License: A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in title 3, chapter 2 of this code.
- L. Penalty: Violation of this Section shall be a petty 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 ____ day of _____, 2013.

George Tourville, Mayor

Ordinance No. _____

ATTEST:

Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION AMENDING 2013 LICENSE, ADMINISTRATIVE SERVICES AND PERMIT
FEES BY ADDING FEE FOR AN URBAN CHICKEN LICENSE**

WHEREAS, the Inver Grove Heights City Council reviews the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

WHEREAS, the Inver Grove Heights City Council adopted an ordinance allowing urban chickens and that ordinance requires a license fee to be collected;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, has set the license fee at \$25.00;

Adopted by the City Council of Inver Grove Heights this 13th day of May, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) REGARDING ALLOWING CHICKENS IN
THE E-2, R-1A, R-1B, R-1C AND R-2 ZONING DISTRICTS

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

Section One. Amendment. Title 10, Chapter 5, GENERAL ZONING PROVISIONS of the Inver Grove Heights City Code is hereby amended to add the following:

10-5-7: **ANIMALS:** The following animals may be kept in the city:

A. 2.

- d. Notwithstanding this subsection A.2, chickens may be allowed in the R-1A, R-1B, R-1C and R-2 zoning districts subject to the issuance of a valid urban chicken license according to Title 5, Chapter 4, Section 2.B of the city code.
- e. Chickens may be allowed in the E-2 zoning district subject to the provisions of 10-5-7: A.2.

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

Passed in regular session of the City Council on the 13th day of May, 2013.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

Allan Hunting

From: jpsampson1@mmm.com
Sent: Tuesday, May 07, 2013 12:13 PM
To: Allan Hunting
Cc: paul.hark@thomsonreuters.com
Subject: Chicken zoning in IGH

Mr. Hunting,

I am unable to attend the City Planning Commission meeting tonight, but would like to share my thoughts about urban chickens in IGH, and zoning regulations. Currently, Zone A and E-1 (2.5 acres) are exempt from the proposed chicken ordinance, but E-2 (1.75 acres - 2.5 acres) and R-1A (single family 1.0 acres) are not.

An acre is slightly smaller than a football field (which is 1.3 acres) and I don't see where chickens on property that size would pose a concern for anyone. If you have reservations about 1 acre, I'd urge you to at least re-consider E-2 properties as they can be more than twice the size.

Thank you for your time and consideration.

Regards,
Jill Sampson
8660 Ann Marie Trail
Inver Grove Heights, MN 55077
651-451-3442

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: May 7, 2013
SUBJECT: CITY OF INVER GROVE HEIGHTS (URBAN CHICKENS) – CASE NO. 13-13ZA

Reading of Notice

Commissioner Scales read the public hearing notice to consider the request for an ordinance amendment to Title 10 of the City Code (Zoning Ordinance) to allow chickens in single family residential zoning districts. No notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the City Council directed staff to prepare a city code amendment for their review that would allow chickens in the R-1A, R-1B, R-1C and R-2 zoning districts. Currently they are allowed only in the E-1 and agricultural zoning districts. The Council has already approved two readings of the ordinance and will review the third reading on May 13. Staff recommends approval of the zoning ordinance amendment so zoning is consistent with the code change allowing chickens in single family residential areas being discussed by the City Council.

Chair Hark asked staff to discuss permits being required in certain zoning districts.

Mr. Hunting replied that a license would be required in the R-1A, R-1B, R-1C and R-2 zoning districts, with a maximum of six chickens being allowed per lot. In the E-2 zoning district homeowners would not have to follow the established regulations regarding licensing, standards, shelter and enclosure requirements, etc.

Chair Hark asked why the line was drawn at E-2.

Mr. Hunting advised that in the original draft the E-2 zoning district was also required to adhere to the established regulations; however, Council chose to remove it.

Chair Hark stated in his opinion R-1A should be exempt from the regulations as well because of the large lot size.

Commissioner Wippermann asked what would happen to residents that had already invested in chickens if the ordinance was adopted and a few years down the road they found it was not a good idea (i.e. would the homeowners get to keep their chickens until they died, but not replace them?).

Mr. Hunting replied he was not sure as he was unfamiliar with the laws regarding licensing.

Chair Hark asked it might be similar to the previous OWB issue in which residents invested money in wood burners and they were later banned.

Commissioner Wippermann advised that in that instance residents were given a year to stop using their OWBs.

Commissioner Lissarrague stated he did not think chickens were appropriate on smaller city lots, he questioned whether people would want to purchase a home next to a lot with chickens, coops and runs, and he questioned how the ordinance would be enforced.

Mr. Hunting advised if there was a complaint the permit and site plan would be reviewed and the Code Compliance Specialist would go out to the property and determine if they were in compliance with the regulations. If they were not in compliance it would likely be brought before City Council to determine if the license should be continued or revoked.

Chair Hark asked if there was a notice requirement for contiguous properties.

Mr. Hunting explained that a resident wanting chickens would make application. The City would then notify the directly abutting property owners and give them an opportunity to comment. If any neighbor objected and submitted comments in writing, the license application would go in front of the City Council so they could determine how to proceed with the particular application. If there were no objections the City Clerk would issue the permit.

Commissioner Elsmore asked why the standard requiring that the animal control officer inspect the premises was removed from the ordinance.

Mr. Hunting stated the animal control officer was a part-time position and he believed the City Council felt it was most appropriate to be handled by the Code Compliance Specialist, a full-time position.

Commissioner Elsmore noted the ordinance was changed to allow six chickens per lot, and asked how many were allowed on previous drafts.

Mr. Hunting replied the first draft had a limit of three, the second draft was given to Council with a limit of five, but they asked that it be changed to six.

Commissioner Gooch asked how small of a lot would be allowed to have chickens.

Mr. Hunting replied there would be no minimum lot size.

Commissioner Elsmore noted homeowners would still have to meet setbacks, however, so there may be some properties that would be too small.

Mr. Hunting advised that the coop had to be at least 25 feet from principal structures on adjacent lots and the run had to maintain a 10 foot setback from property lines. They also were allowed only in rear yards.

Opening of Public Hearing

Todd Lienemann, 6930 Cloman Avenue, stated he was not necessarily against the ordinance but felt chickens were not appropriate on smaller lots and could be noisy and smelly. He stated

that residents living on city lots probably moved there because they were not interested in living near chickens or farm animals.

Chair Hark advised that most people raised chickens for the eggs, and he stated he previously raised chickens and they did not smell and were not noisy. He advised that urban chickens seem to be a recent trend and are allowed in several metro cities. He stated he supported the request but would prefer that R-1A be omitted from the list of zoning districts requiring a permit. He advised that he has been following this issue and felt that City Council has done good work on this ordinance. He noted that he received an email from Jill Sampson who agreed that the R-1A zoning district should be exempt from permit requirements.

Commissioner Scales stated he supported the ordinance amendment.

Chair Hark closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Elsmore, second by Commissioner Scales, to recommend approval of an ordinance amendment to Title 10 of the City Code (Zoning Ordinance) to allow chickens in single family residential zoning districts.

Motion carried (5/2 - Maggi, Gooch). This item goes to the City Council on May 13, 2013.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THIRD AND FINAL READING OF ORDINANCE SETTING FORTH REGULATIONS ON THE FEEDING OF DEER WITHIN THE CITY

Meeting Date: May 13, 2013
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

Fiscal/FTE Impact:

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

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

SUMMARY Staff was directed to bring this forward at Council's request following resident complaints of deer feeding on landscape materials. Those residents had testified that their neighbors feed the deer, which brings the deer into their neighborhoods.

Following the meeting on April 22 the following changes have been made:

Subparts were added to d and e in Section 5-10-2. As a result, the following are not included within the definition of feeding of deer:

- a. Providing living food sources, such as fruit trees, growing crops or other live vegetation;
or
- b. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material in a birdfeeder that is designed to preclude deer access to the storage space within the birdfeeder; or
- c. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material located at a height more than five (5) feet above the ground; or
- d. Leaving in or on top of the ground, crops or other vegetation that have been spoiled or killed by frost conditions; or
- e. Placing or allowing to be kept on the ground, any combination of birdseed mixtures, grains, fruits, vegetables or nuts in a total aggregate amount of less than four pounds at any one time; there shall not be more than one such feeding location per tax parcel.

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

ORDINANCE NO. _____

**AN ORDINANCE ADDING TITLE 5, CHAPTER 10 TO THE INVER GROVE HEIGHTS CITY CODE
RELATING TO THE PROHIBITION OF FEEDING DEER**

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

Section 1. Addition to Code. Inver Grove Heights City Code, Title 5, Chapter 10 is hereby added to the Inver Grove Heights City Code and it shall read as follows:

**Chapter 10
PROHIBITION OF FEEDING DEER**

5-10-1: 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. Prohibiting the feeding of deer in the urban developed areas will lessen the deer population in those areas by reducing the number of deer concentration sites.

5-10-2: PROHIBITION OF FEEDING DEER:

Within that portion of the City designated as the Prohibited Deer Feeding Area on the map attached to the ordinance codified herein, no person shall engage in the feeding of deer or allow the feeding of deer on that person's property. The map is on file with the City Clerk and is hereby incorporated by reference and made a part of this section.

For purposes of this section, feeding of deer shall mean that the following circumstances have occurred:

1. Providing salt blocks, birdseed mixtures, grain, fruits, vegetables, nuts, hay or other edible material;
2. In a manner that attracts or is designed to attract deer on a regular basis;

provided, however, feeding of deer does not include any of the following:

- a. Providing living food sources, such as fruit trees, growing crops or other live vegetation; or
- b. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material in a birdfeeder that is designed to preclude deer access to the storage space within the birdfeeder; or
- c. Providing birdseed mixtures, grain, fruits, vegetables, nuts, or other edible material located at a height more than five (5) feet above the ground; or
- d. Leaving in or on top of the ground, crops or other vegetation that have been spoiled or killed by frost conditions; or

- e. Placing or allowing to be kept on the ground, any combination of birdseed mixtures, grains, fruits, vegetables or nuts in a total aggregate amount of less than four pounds at any one time; there shall not be more than one such feeding location per tax parcel.

5-10-3: EXCEPTIONS:

The prohibition contained in section 5-10-2 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 section 5-10-2 shall not apply to a Minnesota Department of Natural Resources deer management program approved by the City Council.

5-10-4: PENALTY:

A violation of section 5-10-2 shall be a petty 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 13th day of May, 2013.

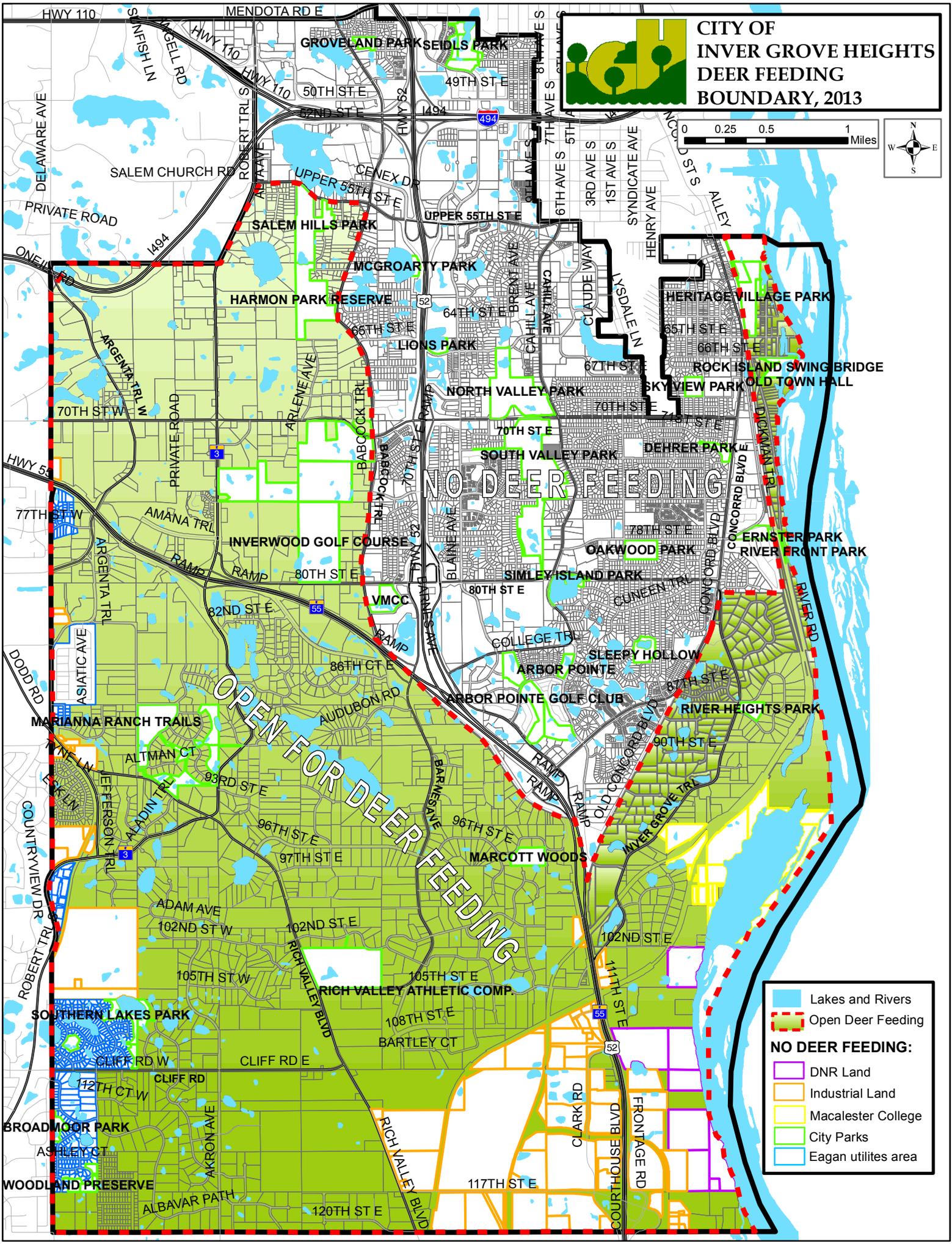
George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



CITY OF INVER GROVE HEIGHTS DEER FEEDING BOUNDARY, 2013



	Lakes and Rivers
	Open Deer Feeding
NO DEER FEEDING:	
	DNR Land
	Industrial Land
	Macalester College
	City Parks
	Eagan utilities area

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Ordering the Project and Receiving the Bids for City Project No. 2011-15 – Orchard Trail Stormwater Improvements

Meeting Date: May 13, 2013
 Item Type: Regular
 Contact: Thomas J. Kaldunski, City Engineer
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director
SJT

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: Special Assessments, Watershed Taxing District Levy, MPCA TMDL Grant, City Funds

PURPOSE/ACTION REQUESTED

Consider three resolutions accepting bids and ordering the project as a 103B project and 429 project and receive the bids for City Project 2011-15 – Orchard Trail Stormwater Improvements and table action on contract award until the outcome of the grant application with the MPCA is known.

BACKGROUND

The project was initiated by the City Council as part of the City's Capital Improvement Program to complete the required Orchard Trail Stormwater Improvements following the developer's default in 2008. The City Council conducted three public hearings associated with the project at its January 28, 2013 meeting. The three public hearings considered the following:

- a) Creating a stormwater special taxing district by ordinance
- b) Ordering the project per MS 103B
- c) Ordering the project per MS 429

The City Council took actions at the January 28, 2012 meeting as follows:

- 1) Public testimony was heard for all three public hearings and the hearings were officially closed on January 28, 2012
- 2) The City Council passed a motion to establish the special subwatershed management tax district per MS 103B
- 3) The City Council adopted resolution 13-11 authorizing staff to prepare plans and specifications, seek bids and prepare alternate bids as directed for City Project No. 2011-15.

- 4) The Council passed a motion to table action on items b and c (above) to the May 13, 2013 Council meeting.

Updated Green Infrastructure Design

At the March 25, 2013 City Council meeting, a motion was passed authorizing the City to enter into an agreement with EOR, the engineering consultant on the original project, to assist in providing rain garden and infiltration basin design to meet current standards. This was done to address concerns expressed about utilizing the 2004 plans, while rain garden and infiltration basin design has advanced. The City and other design professionals have gained more experience in these green infrastructure systems.

This knowledge was incorporated into the Orchard Trail project utilizing features such as:

- a) Underdrain tiling and valving to allow operation and maintenance of the filtration systems during differing moisture conditions
- b) Utilization of engineered soils with 80 percent washed sand and 20 percent compost to promote better filtration through the engineered soils
- c) Updated planting palates and seeding mixtures utilizing native plant materials recommended by EOR

Grant Review

At the April 22, 2013 City Council meeting, the submittal of an application to the MPCA's Total Maximum Daily Load (TMDL) Green Infrastructure Program was authorized. The application to be placed on the MPCA's Project Priority List (PPL) was submitted to the MPCA. The City was encouraged to apply for this grant program in a March 21, 2013 funding solicitation from the MPCA. The agency was letting a number of cities with MS4 permits and waste load allocations connected to TMDL studies know that there was a new possibility of using these grants. Inver Grove Heights was one of 18 cities that were notified of this new funding opportunity.

This grant program has the ability to provide up to 50 percent of the project construction cost as grants through the MPCA and Public Facilities Authority (PFA) PPL program for Green Infrastructure. It has a possibility to provide low interest rates on bonds for the other 50 percent of the project. The City is seeking the grant only.

The MPCA will be scoring all the grant applications received in the spring of 2013 in the coming months. A project priority list of scoring will be assembled in June/July. The official PPL will be published in mid-August 2013 followed by a 30-day public comment period. Grant funding becomes available in September 2013. MPCA representatives have indicated that placing high on the PPL in August would allow the City to move forward with the project knowing it is grant eligible. Based on current bids, the City may be eligible for approximately \$176,000 in grant funding.

The City also investigated other grant opportunities such as the SWCD Community Conservation Partnership and found the project be ineligible.

Neighborhood Meeting

The City conducted a neighborhood meeting on April 30, 2013. Eight residents in the neighborhood attended the meeting. The comments received are summarized as follows:

- EOR presented planting palettes and discussed with residents
- State of the art design favored
- In support of water quality but concerned about cost
- Support seeking grants
- Some questioned need for all the stormwater facilities being planned and the regulatory compliance
- Was the soil or water in existing wetlands tested for pollutants
- Updates to the plan were reviewed
- A resident questioned the City Council's decision to move the project forward – Why do it? Priority?
- Some desired to wait until all the homes are built. (Noted all but two lots have grading plans to engineer)
- Why disturb existing vegetation to do project? (EOR noted some invasive species)
- Discussion on original basin excavation which created smaller sediment basins which are now being enlarged to design size and grade.

Regulatory Summary

A review of the regulations requiring these stormwater improvements was done. This indicates the following major regulations the City is going to comply with by completed the project:

- 1) 1991 Wetland Conservation Act
- 2) City 2003 Stormwater Pollution Prevention Plan (SWPPP)
- 3) The 2006 MS4 Permit
- 4) The 2008 Water Resources Management Plan
- 5) 2011 LMRWMO Watershed Management Plan

Most of the focus in discussions has been the 1991 Wetland Conservatory Act and the SWPPP. The City contacted the Dakota County Soil and Water Conservation District (SWCD) to review these regulations as they pertain to City Project 2011-15. The following summarizes this review:

- a) The existing wetlands that were delineated before the development must be preserved and protected per the original plan
- b) The City is to ensure that runoff from the development is pretreated before it is discharged into an existing wetland (as the original and updated plans do).

I have attached a map of the Orchard Trail Development to help illustrate these minimum requirements of treatment before discharge into a wetland. The map indicates the existing wetlands (labeled A through G). The plans currently include eleven rain gardens/infiltration features (shown in green, yellow and red). Some areas have single stormwater facilities while others may have multiple facilities (typically referred to as a treatment train). In order to comply with the minimum requirements identified by the SWCD, the City needs to complete all stormwater basins shown in green and yellow. The features shown in red provide additional treatment before the stormwater reaches the wetlands.

Runoff Volume Control by Rain Gardens to Meet Design

While the basins shown in red could be considered candidates for removal in the project as extra treatment features, these basins are required to meet the stormwater storage volume in the ponds; and not exceed the design high water levels. These basins will infiltrate runoff into the ground, thereby reducing the amount of water reaching the major basins which provide the flood volume storage capacity. The hydrologic model for the development assumes that the major basins will be at their normal water levels (NWL) when the design storm occurs. The red and yellow basins reduce the amount of water reaching the large blue basins by intercepting and infiltrating the first half-inch of runoff. This generally captures about 50 percent of the runoff in the associated watersheds. This ensures that the large basins receive less runoff in small rainfall events, which increases the probability that the large basins are at their NWL when the design storm occurs.

The red basins should remain in the project because they are critical to providing the design flood storage volume. They also are important in light of new rainfall data analysis that indicates we are experiencing longer, more intense rainfalls more often.

Bids Received

On May 7, 2013 the City received bids from seven contractors for City Project No. 2011-15. A tabulation is attached. The following summarizes the bids as read at the bid opening:

Urban Companies	\$352,083.75
Sunram Construction	\$368,244.00
M & J Services	\$392,205.81
Cobalt Contracting	\$408,503.78
Mn Dirt Works	\$437,479.75
Veit & Company	\$466,544.75
Fitol Hintz Construction	\$499,670.66

Upon tabulation of the bids, an error was found in the bid submitted by Urban Companies. Their bid was tabulated as corrected using the unit prices per Article 14.01C of the specifications. This increased their bid to \$368,333.75. This correction makes Sunram Construction the low bidder at \$368,244.00. Sunram Construction's bid is further summarized by the following schedules:

Schedule A	\$72,463.00
Schedule B	\$140,316.00
Schedule C	\$132,055.00
Schedule D	\$23,410.00

These schedules correspond to the map illustrating the basins purpose and index color. The City preserved its rights to award the contract on any combination of schedules. The City can also hold the bids for 120 days (to September 5, 2013) before making its final award decision.

The bids are significantly higher than the Feasibility Study construction cost estimate (\$233,900). This is due to the modifications to the storm water improvement plans to meet the current standards. The original study cost estimate was based on the original Orchard Trail plans from the mid-2000s. The updating of the plans added items such as drain tile systems, erosion control supervisors, three-year vegetation maintenance, water/storm water allowances, wet prairie seed mixes, subgrade scarification, washed course sand, perennials and shrubs into the design.

RECOMMENDATIONS

It is recommended that the City Council approve the resolutions accepting the bids and ordering the project as a MS 429 project and as a MS 103B project. It is recommended that action on contract award be delayed until the outcome of the MPCA grant application is known.

TJK/kf

Attachments: Resolutions
Map
Bid minutes
Bid tabulation

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING CITY PROJECT NO. 2011-15 – ORCHARD TRAIL STORM
WATER IMPROVEMENTS AS A WATER MANAGEMENT FACILITY PURSUANT TO
MINNESOTA STATUTES SECTION 103B.245

RESOLUTION NO. _____

WHEREAS, the City has established a special minor watershed management district known as the Orchard Trail Watershed District; and

WHEREAS, the Ordinance establishing the Orchard Trail Watershed District identified City Project No. 2011-15 as a water management facility to be funded by a tax on the land within the watershed district, and

WHEREAS, a resolution passed by the City Council on the 19th day of December 2012 called for a public hearing on the proposed improvement project, 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Storm Water Improvements; and

WHEREAS, published notice was given pursuant to Minnesota Statute 103B.245, and the hearing was held thereon on the 28th day of January 2013, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. Such MS 103B improvement is hereby ordered as proposed in the Council resolution adopted May 13, 2013.
2. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
3. The project shall be funded using a special tax district levy, special assessments, and a City contribution.

Adopted by the City Council of Inver Grove Heights this 13th day of May 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

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

**RESOLUTION ORDERING IMPROVEMENTS AND RECEIVING BIDS FOR THE 2012
CAPITAL IMPROVEMENT PROGRAM, CITY PROJECT NO. 2011-15 – ORCHARD TRAIL
STORM WATER IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 19th day of December 2012 called for a public hearing on the proposed improvement project, 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Storm Water Improvements; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 28th day of January 2013, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such MS 429 improvement is hereby ordered as proposed in the Council resolution adopted May 13, 2013.
2. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
3. The project shall be funded using special assessments, a special tax district levy, and a City contribution.

Adopted by the City Council of Inver Grove Heights this 13th day of May 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

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

**RESOLUTION ACCEPTING BIDS FOR CITY PROJECT NO. 2011-15 – ORCHARD TRAIL
STORMWATER IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Stormwater Improvements bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, acknowledgement of receipt of addendums, and submitted a bid bond.

Company	5% Bid Bond	Alternate 1 Acknowledged	(Schedules A, B, C, D) Total Base Bid
Sunram Construction	Yes	Yes	\$368,244.00
Urban Companies	Yes	Yes	\$368,333.75
M & J Services	Yes	Yes	\$392,205.82
Cobalt Contracting	Yes	Yes	\$408,503.78
MN Dirt Works	Yes	Yes	\$437,479.75
Veit & Company	Yes	Yes	\$464,936.45
Fitol Hintz Construction	Yes	Yes	\$499,617.05

WHEREAS, Sunram Construction, is the lowest responsible bidder for a total contract amount of \$368,244.00.

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

1. The bids are hereby accepted.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the two next lowest bidders shall be retaining until the contract has been signed.

Adopted by the City Council of Inver Grove Heights this 13th day of May 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Minutes of Bid Opening on Tuesday, May 7, 2013 at 10:00 a.m.

CITY PROJECT NO. 2011-15
ORCHARD TRAIL STORM WATER IMPROVEMENTS

Pursuant to an advertisement for bids for City Project No. 2011-15 – Orchard Trail Stormwater Improvements, an administrative meeting was held on May 7, 2013 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Kathy Fischer, Public Works Support Specialist
 Thomas J. Kaldunski, City Engineer
 Mike Edwards, Senior Engineering Technician
 Dan Ames, Mn Dirt Works

Ryan Sunram, Sunram Construction
 Jamie Hintz, Fitol Hintz Construction
 Doug Gniot, Veit & Company
 Craig Petersen, Cobalt Contracting, Inc.

Bids were opened and read aloud as follows:

Company	5% Bid Bond	Alternate 1 Acknowledged	(Schedules A, B, C, D) Total Base Bid
Urban Companies	Yes	Yes	\$352,083.75
Sunram Construction	Yes	Yes	\$368,244.00
M & J Services	Yes	Yes	\$392,205.81
Cobalt Contracting	Yes	Yes	\$408,503.78
MN Dirt Works	Yes	Yes	\$437,479.75
Veit & Company	Yes	Yes	\$466,544.75
Fitol Hintz Construction	Yes	Yes	\$499,670.66

Upon further audit and review of the bid forms the final results are as follows:

Company	5% Bid Bond	Alternate 1 Acknowledged	(Schedules A, B, C, D) Total Base Bid
Sunram Construction	Yes	Yes	\$368,244.00
Urban Companies	Yes	Yes	\$368,333.75
M & J Services	Yes	Yes	\$392,205.82
Cobalt Contracting	Yes	Yes	\$408,503.78
MN Dirt Works	Yes	Yes	\$437,479.75
Veit & Company	Yes	Yes	\$464,936.45
Fitol Hintz Construction	Yes	Yes	\$499,617.05

Submitted by:


 Kathleen J. Fischer, Public Works Support Specialist

CITY PROJECT NO. 2011-15 - ORCHARD TRAIL STORMWATER IMPROVEMENTS BID TAB

SCHEDULE A - REMOVALS & STORM WATER BASIN EXCAVATION				SUNRAM CONST.		URBAN COMPANIES		M & J SERVICES		COBALT CONTRACTING		MN DIRT WORKS		VEIT & COMPANY		FITOL HINTZ CONST.		
ITEM NO.	MnDOT NO.	DESCRIPTION	UNIT	EST. QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	2021.501	MOBILIZATION	LS	1	\$2,150.07	\$2,150.07	\$2,000.00	\$2,000.00	\$4,700.00	\$4,700.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00
2	2101.511	CLEARING AND GRUBBING	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,880.00	\$10,880.00	\$1,300.00	\$1,300.00	\$4,800.00	\$4,800.00	\$2,850.00	\$2,850.00	\$5,650.00	\$5,650.00
3	2105.501	COMMON EXCAVATION (P)	CY	1500	\$8.10	\$12,150.00	\$18.00	\$27,000.00	\$14.27	\$21,405.00	\$13.00	\$19,500.00	\$6.20	\$9,300.00	\$21.00	\$31,500.00	\$25.00	\$37,500.00
4	2211.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	175	\$19.75	\$3,456.25	\$22.00	\$3,850.00	\$18.64	\$3,262.00	\$33.00	\$5,775.00	\$32.30	\$5,652.50	\$18.00	\$3,150.00	\$22.60	\$3,955.00
5	2506.502	GROUT STORM SEWER STRUCTURE	EA	1	\$1,025.00	\$1,025.00	\$500.00	\$500.00	\$460.00	\$460.00	\$496.00	\$496.00	\$700.00	\$700.00	\$2,700.00	\$2,700.00	\$847.50	\$847.50
6	2105.525	TOPSOIL BORROW (LV)	CY	100	\$36.45	\$3,645.00	\$16.00	\$1,600.00	\$35.40	\$3,540.00	\$15.25	\$1,525.00	\$37.25	\$3,725.00	\$29.50	\$2,950.00	\$16.95	\$1,695.00
7	2501.602	SALVAGE AND REINSTALL FLARED END SECTION	EA	6	\$675.00	\$4,050.00	\$350.00	\$2,100.00	\$1,360.00	\$8,160.00	\$1,300.00	\$7,800.00	\$235.00	\$1,410.00	\$1,200.00	\$7,200.00	\$680.00	\$4,080.00
8	2511.501	RANDOM RIPRAP CL III	CY	40	\$95.00	\$3,800.00	\$100.00	\$4,000.00	\$26.00	\$1,040.00	\$71.00	\$2,840.00	\$95.00	\$3,800.00	\$81.00	\$3,240.00	\$79.00	\$3,160.00
9	2112.501	SUBGRADE SCARIFICATION TO 24"	SF	27000	\$0.14	\$3,780.00	\$0.25	\$6,750.00	\$0.20	\$5,400.00	\$0.74	\$19,980.00	\$0.05	\$1,350.00	\$0.05	\$1,350.00	\$0.60	\$16,200.00
10	2575.604	MECHANICALLY BLOWN 2" THICK PRE SEED GRADE 2 COMPOST WITH STATE SEED MIX 34-262	SY	3000	\$3.68	\$11,040.00	\$4.25	\$12,750.00	\$4.37	\$13,110.00	\$3.68	\$11,040.00	\$3.50	\$10,500.00	\$3.50	\$10,500.00	\$4.00	\$12,000.00
11	2575.502	SEEDING, DISK MULCH AND FERTILIZE, MIXTURE 250 (100 LB/ACRE)	ACRE	2	\$2,100.00	\$4,200.00	\$3,000.00	\$6,000.00	\$1,980.00	\$3,960.00	\$2,100.00	\$4,200.00	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$2,260.00	\$4,520.00
12	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	1	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$848.00	\$848.00
13	2575.523	EROSION CONTROL BLANKET, CATEGORY 3 (STRAW)	SY	450	\$1.30	\$585.00	\$1.25	\$562.50	\$1.75	\$787.50	\$1.31	\$589.50	\$1.25	\$562.50	\$1.25	\$562.50	\$1.50	\$675.00
14	2104.501	REMOVE EXISTING SILT FENCE, HEAVY DUTY (P)	LF	11226	\$0.68	\$7,633.68	\$0.50	\$5,613.00	\$0.90	\$10,103.40	\$0.50	\$5,613.00	\$1.45	\$16,277.70	\$0.50	\$5,613.00	\$0.75	\$8,419.50
15	2573.540	FILTER LOG, COMPOST	LF	600	\$1.58	\$948.00	\$4.00	\$2,400.00	\$2.32	\$1,392.00	\$1.58	\$948.00	\$1.50	\$900.00	\$3.75	\$2,250.00	\$1.70	\$1,020.00
16	2573.550	EROSION CONTROL SUPERVISOR	LS	1	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$3,700.00	\$3,700.00	\$2,260.00	\$2,260.00
17	SPECIAL	3 YEAR VEGETATION MAINTENANCE CONTRACT	LS	1	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$6,200.00	\$6,200.00	\$8,500.00	\$8,500.00	\$13,560.00	\$13,560.00
18	SPECIAL	ADDITIONAL STORM WATER MANAGEMENT ALLOWANCE	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
19	2575.535	WATER USAGE ALLOWANCE	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
						\$72,463.00		\$91,325.50		\$99,049.90		\$101,606.50		\$85,827.70		\$113,815.50		\$128,390.00

SCHEDULE B - OUTLOT RAIN GARDEN CONSTRUCTION				SUNRAM CONST.		URBAN COMPANIES		M & J SERVICES		COBALT CONTRACTING		MN DIRT WORKS		VEIT & COMPANY		FITOL HINTZ CONST.		
ITEM NO.	MnDOT NO.	DESCRIPTION	UNIT	EST. QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	2021.501	MOBILIZATION	LS	1	\$4,100.56	\$4,100.56	\$2,000.00	\$2,000.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
2	2323.610	STREET SWEEPER WITH PICK UP BROOM	HR	10	\$125.00	\$1,250.00	\$125.00	\$1,250.00	\$110.00	\$1,100.00	\$130.00	\$1,300.00	\$125.00	\$1,250.00	\$150.00	\$1,500.00	\$145.00	\$1,450.00
3	2105.501	COMMON EXCAVATION (P)	CY	974	\$8.10	\$7,889.40	\$18.00	\$17,532.00	\$19.00	\$18,506.00	\$13.00	\$12,662.00	\$19.00	\$18,506.00	\$20.00	\$19,480.00	\$25.00	\$24,350.00
4	2105.526	SELECT TOPSOIL BORROW SPECIAL ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC)	CY	600	\$41.80	\$25,080.00	\$30.00	\$18,000.00	\$66.33	\$39,798.00	\$30.67	\$18,402.00	\$48.25	\$28,950.00	\$45.00	\$27,000.00	\$40.00	\$24,000.00
5	2105.522	GRANULAR BORROW WASHED COARSE SAND (MODIFIED 3126)	CY	495	\$25.20	\$12,474.00	\$15.00	\$7,425.00	\$38.36	\$18,988.20	\$17.00	\$8,415.00	\$42.00	\$20,790.00	\$20.00	\$9,900.00	\$17.00	\$8,415.00
6	2112.501	SUBGRADE SCARIFICATION TO 24"	SF	17832	\$0.14	\$2,496.48	\$0.25	\$4,458.00	\$0.20	\$3,566.40	\$0.74	\$13,195.68	\$0.05	\$891.60	\$0.05	\$891.60	\$0.60	\$10,699.20
7	3247.000	4" HDPE PERFORATED DRAINTILE	LF	950	\$13.15	\$12,492.50	\$5.00	\$4,750.00	\$2.50	\$2,375.00	\$8.25	\$7,837.50	\$9.60	\$9,120.00	\$4.00	\$3,800.00	\$13.60	\$12,920.00
8	3247.000	4" HDPE NON-PERFORATED DRAINTILE	LF	182	\$13.15	\$2,393.30	\$5.00	\$910.00	\$8.50	\$1,547.00	\$16.70	\$3,039.40	\$9.50	\$1,729.00	\$4.75	\$864.50	\$13.60	\$2,475.20
9	2501.569	4" PVC CLEAN OUT W/ SCREW CAP	EA	17	\$225.00	\$3,825.00	\$225.00	\$3,825.00	\$125.00	\$2,125.00	\$205.00	\$3,485.00	\$230.00	\$3,910.00	\$400.00	\$6,800.00	\$226.00	\$3,842.00
10	3245.000	6" PVC NON-PERFORATED DRAINTILE	LF	51	\$14.75	\$752.25	\$8.00	\$408.00	\$11.50	\$586.50	\$71.00	\$3,621.00	\$14.15	\$721.65	\$6.00	\$306.00	\$17.00	\$867.00
11	2501.569	4" KNIFE VALVE W/ANTI-SEEP COLLAR	EA	6	\$800.00	\$4,800.00	\$250.00	\$1,500.00	\$350.00	\$2,100.00	\$348.00	\$2,088.00	\$765.00	\$4,590.00	\$1,250.00	\$7,500.00	\$283.00	\$1,698.00
12	2501.573	INSTALL 4" HEADWALL	EA	5	\$350.00	\$1,750.00	\$175.00	\$875.00	\$200.00	\$1,000.00	\$600.00	\$3,000.00	\$475.00	\$2,375.00	\$1,600.00	\$8,000.00	\$791.00	\$3,955.00
13	2501.573	INSTALL 6" HEADWALL	EA	2	\$500.00	\$1,000.00	\$200.00	\$400.00	\$240.00	\$480.00	\$1,000.00	\$2,000.00	\$675.00	\$1,350.00	\$1,750.00	\$3,500.00	\$791.00	\$1,582.00
14	2506.501	48" MANHOLE AND FRAME & GRATE OR LID	EA	2	\$2,600.00	\$5,200.00	\$4,000.00	\$8,000.00	\$2,600.00	\$5,200.00	\$4,500.00	\$9,000.00	\$2,525.00	\$5,050.00	\$1,300.00	\$2,600.00	\$4,520.00	\$9,040.00
15	2575.523	EROSION CONTROL BLANKET, CATEGORY 5	SY	192	\$2.35	\$451.20	\$1.75	\$336.00	\$4.90	\$940.80	\$2.36	\$453.12	\$2.25	\$432.00	\$2.95	\$566.40	\$2.55	\$489.60
16	2575.523	EROSION CONTROL BLANKET, CATEGORY 3	SY	3246	\$1.42	\$4,609.32	\$1.25	\$4,057.50	\$1.75	\$5,680.50	\$1.42	\$4,609.32	\$1.35	\$4,382.10	\$1.25	\$4,057.50	\$1.60	\$5,193.60
17	2575.523	EROSION CONTROL BLANKET, CATEGORY 1	SY	1867	\$1.15	\$2,147.05	\$1.25	\$2,333.75	\$1.25	\$2,333.75	\$1.16	\$2,165.72	\$1.10	\$2,053.70	\$1.15	\$2,147.05	\$1.25	\$2,333.75
18	2573.540	FILTER LOG, COMPOST	LF	624	\$1.58	\$985.92	\$3.00	\$1,872.00	\$2.32	\$1,447.68	\$1.60	\$998.40	\$1.50	\$936.00	\$3.75	\$2,340.00	\$4.50	\$2,808.00
19	2573.502	SILT FENCE (HEAVY DUTY)	LF	1183	\$2.50	\$2,957.50	\$4.00	\$4,732.00	\$1.75	\$2,070.25	\$2.50	\$2,957.50	\$2.40	\$2,839.20	\$2.50	\$2,957.50	\$2.30	\$2,720.90
20	2503.541	15" RCP PIPE SEWER	LF	78	\$39.50	\$3,081.00	\$30.00	\$2,340.00	\$43.00	\$3,354.00	\$117.00	\$9,126.00	\$45.30	\$3,533.40	\$45.00	\$3,510.00	\$51.00	\$3,978.00
21	2503.573	15" FLARED END SECTION	EA	1	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,210.00	\$2,210.00	\$865.00	\$865.00	\$1,700.00	\$1,700.00	\$1,020.00	\$1,020.00
22	2511.501	RANDOM RIPRAP CL III	CY	35	\$95.00	\$3,325.00	\$100.00	\$3,500.00	\$26.00	\$910.00	\$121.00	\$4,235.00	\$90.00	\$3,150.00	\$81.00	\$2,835.00	\$80.00	\$2,800.00
23	2575.501	SEEDING, MN CRP POLLINATOR MIX (7 LB/ACRE)	ACRE	1.00	\$3,810.00	\$3,810.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$1,942.00	\$1,942.00	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00	\$2,260.00	\$2,260.00
24	2575.501	SEEDING, STATE SEED MIX 34-262 WET PRAIRIE MIX (14.5 LB/ACRE)	ACRE	0.80	\$4,050.00	\$3,240.00	\$4,500.00	\$3,600.00	\$937.50	\$750.00	\$2,100.00	\$1,680.00	\$5,000.00	\$4,000.00	\$4,300.00	\$3,440.00	\$2,260.00	\$1,808.00
25	2571.507	PERENNIALS (3.5" POT)	PLANT	1968	\$8.14	\$16,019.52	\$6.00	\$11,808.00	\$2.55	\$5,018.40	\$8.25	\$16,236.00	\$7.75	\$15,252.00	\$6.70	\$13,185.60	\$8.80	\$17,318.40
26	2571.505	SHRUBS (3 GALLON)	PLANT	60	\$44.60	\$2,676.00	\$40.00	\$2,400.00	\$25.56	\$1,533.60	\$45.00	\$2,700.00	\$42.50	\$2,550.00	\$37.50	\$2,250.00	\$34.00	\$2,040.00
27	2564.537	INSTALL 4"x4" TREATED POST	EA	18	\$170.00	\$3,060.00	\$100.00	\$1,800.00	\$112.50	\$2,025.00	\$84.00	\$1,512.00	\$24.00	\$432.00	\$76.50	\$1,377.00	\$120.00	\$2,160.00
28	2573.550	EROSION CONTROL SUPERVISOR	EA	1	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$3,700.00	\$3,700.00	\$2,260.00	\$2,260.00
29	SPECIAL	3 YEAR VEGETATION MAINTENANCE CONTRACT	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,575.00	\$1,575.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$13,560.00	\$13,560.00
30	2575.535	WATER USAGE ALLOWANCE	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
						\$140,316.00		\$119,812.25		\$136,286.08		\$147,445.64		\$166,458.65		\$159,808.15		\$177,043.65

CITY PROJECT NO. 2011-15 - ORCHARD TRAIL STORMWATER IMPROVEMENTS BID TAB

SCHEDULE C-RIGHT OF WAY RAIN GARDEN CONSTRUCTION					SUNRAM CONST.		URBAN COMPANIES		M & J SERVICES		COBALT CONTRACTING		MN DIRT WORKS		VEIT & COMPANY		FITOL HINTZ CONST.	
ITEM NO.	MnDOT NO.	DESCRIPTION	UNIT	EST. QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	2021.501	MOBILIZATION	LS	1	\$3,850.92	\$3,850.92	\$2,500.00	\$2,500.00	\$4,300.00	\$4,300.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
2	2123.610	STREET SWEEPER WITH PICK UP BROOM	HR	10	\$125.00	\$1,250.00	\$125.00	\$1,250.00	\$110.00	\$1,100.00	\$130.00	\$1,300.00	\$125.00	\$1,250.00	\$140.00	\$1,400.00	\$145.00	\$1,450.00
3	2105.501	COMMON EXCAVATION (P)	CY	682	\$8.10	\$5,524.20	\$18.00	\$12,276.00	\$19.00	\$12,958.00	\$13.00	\$8,866.00	\$19.00	\$12,958.00	\$11.00	\$7,502.00	\$25.00	\$17,050.00
4	2105.526	SELECT TOPSOIL BORROW SPECIAL ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC)	CY	493	\$41.80	\$20,607.40	\$30.00	\$14,790.00	\$66.33	\$32,700.69	\$25.00	\$12,325.00	\$48.25	\$23,787.25	\$45.00	\$22,185.00	\$42.00	\$20,706.00
5	2105.521	GRANULAR BORROW WASHED COARSE SAND (MODIFIED 3126)	CY	186	\$25.20	\$4,687.20	\$18.00	\$3,348.00	\$38.36	\$7,134.96	\$11.00	\$2,046.00	\$42.00	\$7,812.00	\$20.00	\$3,720.00	\$17.00	\$3,162.00
6	2112.501	SUBGRADE SCARIFICATION TO 24"	SF	6,661	\$0.14	\$932.54	\$0.25	\$1,665.25	\$0.20	\$1,332.20	\$0.74	\$4,929.14	\$0.05	\$333.05	\$0.05	\$333.05	\$0.60	\$3,996.60
7	3247.000	4" HDPE PERFORATED DRAINTILE	LF	414	\$13.15	\$5,444.10	\$6.00	\$2,484.00	\$2.50	\$1,035.00	\$20.00	\$8,280.00	\$9.60	\$3,974.40	\$4.00	\$1,656.00	\$13.60	\$5,630.40
8	3247.000	4" HDPE NON-PERFORATED DRAINTILE	LF	53	\$13.15	\$696.95	\$6.00	\$318.00	\$8.50	\$450.50	\$17.00	\$901.00	\$9.50	\$503.50	\$4.75	\$251.75	\$19.50	\$1,033.50
9	2501.569	4" PVC CLEAN OUT W/ SCREW CAP	EA	8	\$225.00	\$1,800.00	\$230.00	\$1,840.00	\$125.00	\$1,000.00	\$163.00	\$1,304.00	\$230.00	\$1,840.00	\$390.00	\$3,120.00	\$285.00	\$2,280.00
10	2501.569	4" KNIFE VALVE W/ANTI-SEEP COLLAR	EA	5	\$800.00	\$4,000.00	\$250.00	\$1,250.00	\$625.00	\$3,125.00	\$1,000.00	\$5,000.00	\$765.00	\$3,825.00	\$1,250.00	\$6,250.00	\$283.00	\$1,415.00
11	2506.522	REMOVE & SALVAGE DITCH STOOL GRATE AND REMOVE AND REPLACE RINGS AND MAINTENANCE SLAB W/NEW RINGS AND COLLAR	EA	3	\$750.00	\$2,250.00	\$700.00	\$2,100.00	\$500.00	\$1,500.00	\$650.00	\$1,950.00	\$100.00	\$300.00	\$325.00	\$975.00	\$1,130.00	\$3,390.00
12	2573.540	FILTER LOG, COMPOST	LF	200	\$1.58	\$316.00	\$4.00	\$800.00	\$2.32	\$464.00	\$1.60	\$320.00	\$1.50	\$300.00	\$3.70	\$740.00	\$2.00	\$400.00
13	SPECIAL	RETAINING WALL	SF	680	\$24.55	\$16,694.00	\$30.00	\$20,400.00	\$28.00	\$19,040.00	\$24.00	\$16,320.00	\$24.00	\$16,320.00	\$26.10	\$17,748.00	\$27.00	\$18,360.00
14	2571.507	PERENNIALS (#1 POT)	EA	1,721	\$11.55	\$19,877.55	\$11.00	\$18,931.00	\$2.55	\$4,388.55	\$9.00	\$15,489.00	\$11.00	\$18,931.00	\$9.65	\$16,607.65	\$12.50	\$21,512.50
15	2571.505	SHRUBS (3 GALLON)	EA	15	\$44.60	\$669.00	\$40.00	\$600.00	\$25.56	\$383.40	\$35.00	\$525.00	\$42.50	\$637.50	\$37.50	\$562.50	\$48.00	\$720.00
16	2575.604	SEEDING MNDOT 250 W/FLEXTERRA	SY	1,988	\$1.78	\$3,538.64	\$2.00	\$3,976.00	\$0.97	\$1,928.36	\$2.00	\$3,976.00	\$1.70	\$3,379.60	\$1.30	\$2,584.40	\$2.00	\$3,976.00
17	2575.505	SODDING TYPE TURF	SY	689	\$4.00	\$2,756.00	\$4.00	\$2,756.00	\$3.50	\$2,411.50	\$4.00	\$2,756.00	\$3.80	\$2,618.20	\$4.25	\$2,928.25	\$4.30	\$2,962.70
18	SPECIAL	5" RYERSON EDGING or EQUAL	LF	894	\$5.25	\$4,693.50	\$6.00	\$5,364.00	\$2.00	\$1,788.00	\$6.00	\$5,364.00	\$5.00	\$4,470.00	\$5.70	\$5,095.80	\$5.65	\$5,051.10
19	2575.519	3" OF DOUBLE-SHREDDED HARDWOOD MULCH	CY	93	\$44.00	\$4,092.00	\$42.00	\$3,906.00	\$41.94	\$3,900.42	\$40.00	\$3,720.00	\$42.00	\$3,906.00	\$62.00	\$5,766.00	\$47.00	\$4,371.00
20	2573.530	INLET PROTECTION	EA	9	\$125.00	\$1,125.00	\$250.00	\$2,250.00	\$150.00	\$1,350.00	\$300.00	\$2,700.00	\$285.00	\$2,565.00	\$200.00	\$1,800.00	\$180.00	\$1,620.00
21	2573.550	EROSION CONTROL SUPERVISOR	LS	1	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$3,500.00	\$3,500.00	\$2,260.00	\$2,260.00
22	SPECIAL	3 YEAR VEGETATION MAINTENANCE CONTRACT	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00	\$9,300.00	\$9,300.00	\$8,500.00	\$8,500.00	\$6,780.00	\$6,780.00
23	2575.535	WATER USAGE ALLOWANCE	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
24	SPECIAL	IRRIGATION SYSTEM MAINTENANCE ALLOWANCE	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
25	SPECIAL	LANDSCAPE ALLOWANCE	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
						\$132,055.00		\$127,804.25		\$128,040.58		\$131,671.14		\$146,310.50		\$146,225.40		\$156,626.80

SCHEDULE D - RAIN GARDEN 5B CONSTRUCTION					SUNRAM CONST.		URBAN COMPANIES		M & J SERVICES		COBALT CONTRACTING		MN DIRT WORKS		VEIT & COMPANY		FITOL HINTZ CONST.	
ITEM NO.	MnDOT NO.	DESCRIPTION	UNIT	EST. QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	2021.501	MOBILIZATION	LS	1	\$1,000.86	\$1,000.86	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$1,900.00	\$1,900.00
2	2323.610	STREET SWEEPER WITH PICK UP BROOM	HR	5	\$125.00	\$625.00	\$125.00	\$625.00	\$110.00	\$550.00	\$130.00	\$650.00	\$125.00	\$625.00	\$140.00	\$700.00	\$145.00	\$725.00
3	2105.501	COMMON EXCAVATION (P)	CY	393	\$8.10	\$3,183.30	\$18.00	\$7,074.00	\$19.00	\$7,467.00	\$13.00	\$5,109.00	\$20.30	\$7,977.90	\$11.00	\$4,323.00	\$27.00	\$10,611.00
4	2105.526	SELECT TOPSOIL BORROW SPECIAL ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	CY	157	\$41.80	\$6,562.60	\$30.00	\$4,710.00	\$66.33	\$10,413.81	\$25.00	\$3,925.00	\$48.25	\$7,575.25	\$44.80	\$7,033.60	\$44.00	\$6,908.00
5	2112.501	SUBGRADE SCARIFICATION TO 24"	SF	7076	\$0.14	\$990.64	\$0.25	\$1,769.00	\$0.20	\$1,415.20	\$0.75	\$5,307.00	\$0.10	\$707.60	\$0.10	\$707.60	\$0.60	\$4,245.60
6	2575.523	EROSION CONTROL BLANKET, CATEGORY 3	SY	769	\$1.40	\$1,076.60	\$1.25	\$961.25	\$1.75	\$1,345.75	\$1.50	\$1,153.50	\$1.35	\$1,038.15	\$1.25	\$961.25	\$1.50	\$1,153.50
7	2575.523	EROSION CONTROL BLANKET, CATEGORY 1	SY	594	\$1.15	\$683.10	\$1.25	\$742.50	\$1.25	\$742.50	\$2.00	\$1,188.00	\$1.10	\$653.40	\$1.15	\$683.10	\$1.25	\$742.50
8	2573.502	SILT FENCE (HEAVY DUTY)	LF	22	\$2.95	\$64.90	\$5.00	\$110.00	\$1.75	\$38.50	\$3.00	\$66.00	\$2.80	\$61.60	\$2.40	\$52.80	\$4.50	\$99.00
9	2511.501	RANDOM RIPRAP CL III	CY	9	\$95.00	\$855.00	\$120.00	\$1,080.00	\$26.00	\$234.00	\$115.00	\$1,035.00	\$110.00	\$990.00	\$81.50	\$733.50	\$83.50	\$751.50
10	2575.501	SEEDING, MN CRP POLLINATOR MIX (7 LB/ACRE)	ACRE	0.16	\$4,200.00	\$672.00	\$10,000.00	\$1,600.00	\$2,187.50	\$350.00	\$2,100.00	\$336.00	\$10,000.00	\$1,600.00	\$4,200.00	\$672.00	\$2,260.00	\$361.60
11	2575.501	SEEDING, STATE SEED MIX 34-271 WET MEADOW MIX (12 LB/ACRE)	ACRE	0.14	\$4,500.00	\$630.00	\$10,000.00	\$1,400.00	\$3,035.71	\$425.00	\$3,150.00	\$441.00	\$10,000.00	\$1,400.00	\$4,370.00	\$611.80	\$2,260.00	\$316.40
12	2571.505	SHRUBS (3 GALLON)	PLANT	10	\$44.60	\$446.00	\$50.00	\$500.00	\$25.50	\$255.00	\$35.00	\$350.00	\$42.50	\$425.00	\$37.50	\$375.00	\$48.00	\$480.00
13	2575.505	SODDING TYPE TURF	SY	455	\$4.00	\$1,820.00	\$4.00	\$1,820.00	\$3.50	\$1,592.50	\$4.00	\$1,820.00	\$3.80	\$1,729.00	\$4.25	\$1,933.75	\$4.50	\$2,047.50
14	2573.550	EROSION CONTROL SUPERVISOR	EA	1	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$3,800.00	\$3,800.00	\$1,695.00	\$1,695.00
15	SPECIAL	3 YEAR VEGETATION MAINTENANCE CONTRACT	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$6,800.00	\$6,800.00	\$8,500.00	\$8,500.00	\$4,520.00	\$4,520.00
16	2575.535	WATER USAGE ALLOWANCE	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
						\$23,410.00		\$29,391.75		\$28,829.26		\$27,780.50		\$38,882.90		\$45,087.40		\$37,556.60

SCHEDULE	DESCRIPTION	SUNRAM CONST.	URBAN COMPANIES	M & J SERVICES	COBALT CONTRACTING	MN DIRT WORKS	VEIT & COMPANY	FITOL HINTZ CONST.
A	REMOVALS & STORM WATER BASIN EXCAVATION	\$72,463.00	\$91,325.50	\$99,049.90	\$101,606.50	\$85,827.70	\$113,815.50	\$128,390.00
B	OUTLOT RAIN GARDEN CONSTRUCTION	\$140,316.00	\$119,812.25	\$136,286.08	\$147,445.64	\$166,458.65	\$159,808.15	\$177,043.65
C	RIGHT OF WAY RAIN GARDEN GARDEN CONSTRUCTION	\$132,055.00	\$127,804.25	\$128,040.58	\$131,671.14	\$146,310.50	\$146,225.40	\$156,626.80
D	RAIN GARDEN 5B CONSTRUCTION	\$23,410.00	\$29,391.75	\$28,829.26	\$27,780.50	\$38,882.90	\$45,087.40	\$37,556.60
BID TOTAL		\$368,244.00	\$368,333.75	\$392,205.82	\$408,503.78	\$437,479.75	\$464,936.45	\$499,617.05
		1	2	3	4	5	6	7