

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JULY 8, 2013
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Recognition of Dan Bernardy as Recipient of Community Service/Public Education Award from the Minnesota State Fire Department Association

B. Mayor's Proclamation of July 14, 2013 as "Jeff Davis Day" in the City of Inver Grove Heights

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

A. i) Minutes – June 8, 2013 Special City Council Meeting _____

ii) Minutes – June 24, 2013 Regular City Council Meeting _____

B. Resolution Approving Disbursements for Period Ending July 2, 2013 _____

C. Pay Voucher No. 3 City Project No. 2006–08, Asher Water Tower Replacement _____

D. Custom Grading Agreement for Lot 3, Block 2, Orchard Trail (Heinsch)
1835 86th Court East _____

E. Approve Improvement Agreement and Stormwater Facilities Maintenance Agreement
for 2060 Upper 55th Street (Woodlyn Heights – Inverwood Realty, LLC) _____

F. Approve Access Agreement for the Minnesota Pollution Control Agency (MPCA)
"Trestle Stop" Petroleum Remediation Project _____

G. Approve 2013/2014 Collective Bargaining Agreement between the City and
Law Enforcement Labor Services (LELS), Local 189 (Sergeants) _____

H. Approve 2013/2104 Collective Bargaining Agreement between the City and
International Union of Operating Engineers, Local 70 _____

I. Approve 2013/2104 Collective Bargaining Agreement between the City and American
Federation of State and Municipal Employees, Council Five, Local 1065 _____

J. Approve Compensation Adjustment for Non-Union Group of Employees _____

K. Approve Temporary Extension of Liquor License for Kladek, Inc. _____

L. 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. **DAKOTA COUNTY CDA;** Consider the following requests for property located at the corner of Cheney Trail and Cahill Avenue:

i) Ordinance Amendment to the Arbor Pointe PUD Ordinance #789 to Change the Master Land Use Plan for the Parcel from R&D, Research & Development to Medium Density Residential – R-III, Approximately 6–12 Units/Acre _____

ii) Resolution relating to a Final Plat and Final PUD Development Plan for a 66 Unit Senior Housing Multiple Family Development _____

iii) Resolution relating to a Conditional Use Permit for a Multiple Family Development _____

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 SPECIAL MEETING
SATURDAY, JUNE 8, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Saturday, June 8, 2013, in the Mayor's Conference Room. Mayor Tourville called the meeting to order at 9:05 a.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; and City Administrator Lynch

2. STRATEGIC PLANNING SESSION II

A. Assistant Fire Chief return to Paid On Call Status

Council indicated they would support the decision of the City Administrator after he had met with the Fire Chief and the Assistant Fire Chief to evaluate the advantages and disadvantages to allowing the Assistant Fire Chief to return to duties as a Paid On Call firefighter while continuing to serve as the full time Assistant Fire Chief.

B. Miscellaneous Updates

Mr. Lynch updated the Council on a number of items that had recently been communicated via email including road projects, timing on Upper 55th street, College Trail and Braddock. Mr. Lynch also reviewed the current situation with the retaining walls that had collapsed or been taken down at City Hall due to design and construction issues, as well as the attempt to get the contractor to mill the top 2 inches of asphalt on the east City Hall parking lot and replace with the proper thickness and grade of material.

C. Review Progress on Council Direction from March 9, 2013 Meeting

Mr. Lynch reviewed the direction given at the March 9th meeting and progress to date on those items. He explained supervisory staff met to go through the words (values) chosen by Council to discuss and discern an approach with all employees. The group of supervisors, along with their respective Department Heads, will meet with all employees to go through the words, discuss their meaning and connection to the work that everyone does for the City. The process should be completed by the end of June.

With respect to Mission and Vision statements the Department Head group met to discuss how these discussions might be planned, with whom and when. Completion of the Mission discussion should take place first so that process can inform the development of a Vision statement for the City. He estimated it would take approximately 6-9 months to complete both parts.

D. Concord Boulevard Redevelopment Project

Council urged Mr. Lynch to continue to meet and talk with Allied Waste to see if there was a way to relocate the business and acquire the property for residential/retail redevelopment. Council directed Mr. Lynch to see if there was a developer who might be interested in working with the City to redevelop the area between 66th and 68th Streets, on the west side of Concord Boulevard, while working to incorporate the two existing commercial business/property owners in such a redevelopment. Council reiterated they would not use condemnation to acquire an active business or currently occupied single family, owner-occupied homes.

E. Transportation System Plan

Council discussed the transportation plan between the two interchanges at TH 55/Argenta, 694/Argenta and the realignment of Argenta Trail. Mr. Lynch advised that all together it may be a \$100 million dollar project and the City may be expected to contribute up to 20% of the entire cost for construction, acquisition and administration, legal, engineering, etc. Council acknowledged the potential overall cost and indicated a desire to work with Dakota County to bring forward a strategy that the City Council and Dakota County Board could support seeking funding for and completing a preliminary design for all aspects of such a plan.

3. ADJOURN

The meeting was adjourned by a unanimous vote at 11:50 a.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 24, 2013 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, June 24, 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, City Attorney Kuntz, Community Development Director Link, Finance Director Smith, Chief Stanger, and Deputy Clerk Kennedy.

3. PRESENTATIONS:

4. CONSENT AGENDA:

- A. i) Minutes of June 3, 2013 City Council Work Session
ii) Minutes of June 10, 2013 Regular City Council Meeting
- B. **Resolution No. 13-75** Approving Disbursements for Period Ending June 19, 2013
- C. Pay Voucher No. 8 for City Project No. 2012-09D, Urban Street Reconstruction 65th Street Neighborhood and Cahill Court
- D. Approve Custom Grading and Drainage Easement Agreements for Part of Lots 24, 25, and 26, Oakland Park (4916 Boyd Avenue)
- E. Approve Custom Grading Agreement for Lot 4, Block 1, Hatchard Estates (9172 Dalton Court)
- F. Accept Agreement relating to Landowner Improvements within City Easement on Lot 12, Block 4, Hoekstra Highlands (7924 Blanchard Way)
- G. **Resolution No. 13-76** Receiving Bids and Awarding Contract for the 2013 Pavement Management Program, City Project No. 2013-09B, Sealcoating
- H. Approve Playground Replacement for Groveland Park
- I. Approve Replacement of Waterpark Lily Pads for Veterans Memorial Community Center
- J. Approve Renewal of Advertising Bench Permits
- K. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

Allan Cederberg, 1162 82nd St. E., requested permission to ask a question regarding items 4B and 4C.

Mayor Tourville stated the items had already been approved but Council would allow his question.

Mr. Cederberg questioned why a check dated June 13th in the amount of \$430,964.03 was listed in the disbursements for Pay Voucher No. 8 for project 2012-09D when the payment had just been approved as part of item 4C on the current Council agenda.

Mr. Kuntz stated his recollection is that there is a standing Council resolution relating to the authority of the City treasurer to issue certain checks for certain recurring expenses prior to ratification by the Council. He noted he did not have the resolution on hand and a copy could be provided at a later date.

Mayor Tourville stated there are a number of checks that are processed and dated prior to the Council taking action on the disbursements to allow for the timely processing of payments by the City as the Council only meets twice a month.

Ms. Smith stated the referenced check was being held by the Finance Department pending Council approval and the necessary signatures being received.

Mayor Tourville clarified the check would not have been released if the Council had not approved the item as part of the Consent Agenda.

Ms. Smith responded in the affirmative.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Renewal of 3.2 On-Sale Liquor License held by Arbor Pointe Golf Club, Inc. for premises located at 8919 Cahill Avenue

Ms. Kennedy stated Arbor Pointe Golf Club did not submit a license renewal application prior to the Council taking action on annual liquor license renewals at their regular meeting in December of 2012. She explained the applicant subsequently submitted the required materials and has requested renewal of their 3.2 On-Sale liquor license for the remainder of the 2013 calendar year. She stated all license fees were paid and liability insurance documentation was provided.

Mayor Tourville questioned if the background investigation conducted by the Police Department revealed anything that would preclude the license from being renewed.

Ms. Kennedy responded in the negative.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Bartholomew, to approve renewal of 3.2 On-Sale Liquor License held by Arbor Pointe Golf Club, Inc. for premises located at 8919 Cahill Avenue

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. ROBERT THOMAS HOMES; Consider Resolution related to a Conditional Use Permit to Allow Additional Impervious Surface on a Residential Lot for property located at 7681 Addisen Court

Mr. Link reviewed the location of the property. He stated the request was to exceed the allowed impervious surface coverage. The property owner would like to add a porch onto the front and have remaining square footage available for a future patio or storage shed in the back. The application met the conditional use permit criteria and the applicant met with the engineering department to discuss storm water issues. Planning staff recommended approval of the request with five (5) conditions. The Planning Commission also recommended approval of the request on a 5-3 vote.

Councilmember Piekarski Krech stated the whole area was designed with the storm water plan in mind and she expressed concern that the City was already modifying the design standards for what would be allowed in the development. She questioned how many other similar requests were going to come up and how they would affect the storm water plan that was designed and adopted.

Mr. Link stated the additional impervious coverage would be compensated for with additional storm water ponding on the north side of the property.

Councilmember Piekarski Krech questioned what the City would do if similar requests were made by the other property owners in the development. She questioned what the point of saturation would be at which the City would no longer be able to meet the specifications of the storm water plan for the development of

the North West Area. She explained she was concerned that this request would set a precedent for future requests and could potentially negate all of the work that was done to create and implement the specific set of design standards for storm water management in the North West Area.

Mr. Link stated the specific request being considered was only for an additional 240 square feet.

Councilmember Piekarski Krech questioned how many extra square feet of additional impervious surface could be added to the development before the storm water plan no longer works.

Mr. Link stated the request is for a conditional use permit that is allowed throughout the City for any property to increase the impervious coverage by 10%.

Councilmember Piekarski Krech stated the City spent a considerable amount of time and resources to develop minimal impact design standards specifically for the Northwest Area. She expressed concern that if the standards were changed the whole plan would be negated because if one request is approved a precedent would be set and subsequent requests would have to be approved as well. She stated impervious surface and storm water management were integral parts of the overall plan for the Northwest Area and she originally agreed to the standards because they promoted water conservation, kept the amount of impervious surface to a minimum, and handled the storm water within the development.

Mayor Tourville clarified that any property owner in the City could make an application for a conditional use permit to allow an additional 10% of impervious surface on their property. He opined it would not be right to punish the applicant simply because this request related to property in the Northwest Area.

Councilmember Piekarski Krech stated others have been strictly held to the design standards in the Northwest Area.

Mayor Tourville noted the requests were not related to single-family homes within the new development. He stated the commercial developments were held to the design standards because the impact to the area would have been greater.

Councilmember Bartholomew questioned what the status was of the overall area and how it may impact future requests for additional impervious surface.

Mr. Lynch explained during the planning process staff estimated the number of acres that could potentially be developed and how they may be developed and then scaled back the number residential units that could be built in the Northwest area. He stated there was some room for fluctuation in the amount of impervious surface.

Mr. Kaldunski stated the total impervious surface in Argenta Hills was less because the number of units in the development was modified. He explained staff does know that the entire Argenta Hills development will meet the minimum criteria of 25% impervious surface and is meeting the goal of the Northwest area design standards.

Councilmember Piekarski Krech questioned what would happen if 20 more applications were made for an additional 10% impervious surface.

Mr. Kaldunski stated in this specific case the applicant is adding additional stormwater infiltration and holding capacity by constructing a rain garden. The developer will expand an existing infiltration basin in lieu of the rain garden being located on the applicant's property. The specific location was somewhat unique to the development in that there is a very large rain garden located near the back side of the property and engineering staff did not want to construct another rain garden on top of the retaining wall.

Councilmember Piekarski Krech questioned how much room was available for expansion of the infiltration ponds.

Mr. Kaldunski stated the infiltration ponds would have sufficient capacity. He noted in most other instances the applicant would be required to put the rain garden directly on their lot.

Councilmember Piekarski Krech questioned if changing the designation for storm water fees would cover the costs associated with additional rain gardens.

Mr. Kaldunski stated the developer has agreed to build the rain garden on behalf of the property owner and the change in the stormwater classification is to increase the quarterly stormwater utility rate to cover the operation and maintenance costs of the additional 240 square feet being added to the public facility.

Councilmember Piekarski Krech stated there should be an agreement outlining the responsibilities of the property owner.

Mayor Tourville noted the planning report included a condition requiring a storm water facility maintenance agreement.

Mr. Kuntz explained Planning staff recommended the condition related to a storm water facility maintenance agreement, but the condition was recommended to be deleted by the Planning Commission.

Mr. Kaldunski stated it was recommended that the condition be removed because the work was going to be done on a public facility. The developer was going to build the additional storage and infiltration basin on a City-owned outlot. He noted the property owner was uncomfortable with the requirement to send in an annual report to the City regarding a pond that was not on his property.

Councilmember Piekarski Krech questioned how the City would guarantee that no additional money would be spent for the care and maintenance of the basin.

Mr. Kaldunski explained that was why the homeowner agreed to pay the costs associated with a higher storm water utility classification.

Councilmember Bartholomew questioned what the practice was to monitor the overall system and make sure the increases in impervious surface were not a detriment to the system.

Mr. Kaldunski stated the City's consultant, EOR, reviews the hydrologic calculations for the development to ensure the proper amount of storm water management facilities are present.

Councilmember Bartholomew clarified even if the City were to approve the full 10% on each lot engineering staff was confident the development would not exceed the capacity of the storm water system.

Mr. Kaldunski stated if a 10% increase in impervious coverage was approved for every lot in the development the City still would not reach the threshold outlined in the analysis prepared by the engineer's consultant.

Councilmember Mueller commented that the lots all had approximately the same setback and almost no front yard with minimal space between lots. He questioned if there would be enough room on the lots for the rain gardens.

Mr. Kaldunski stated the lots were purposely designed that way to have less impervious surface in the entire development. He noted smaller equipment would be used to build rain gardens that are placed on properties that have already been developed.

Motion by Bartholomew, second by Madden, to adopt Resolution No. 13-77 approving a Conditional Use Permit to allow Additional Impervious Surface on a Residential Lot for property located at 7681 Addisen Court with the conditions as stated

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

B. DON AND SUE SCHLOMKA; Consider the following requests for property located North of the Travel Plaza, East Side of Highway 52/55 at 117th Street:

- i) Resolution relating to a Final Plat and Improvement Agreement for a One Lot Subdivision

- ii) Resolution relating to a Conditional Use Permit for a Contractors Yard with Outdoor Storage
- iii) Resolution relating to a Major Site Plan Review to Construct a 12,500 Square Foot Building

Mr. Link reviewed the location of the property. He stated the proposal was to construct a 12,500 square foot building. The building would be used for maintenance and repair of fleet vehicles. He noted there was an area in the back of the building that would be used for outdoor storage of portable restroom rentals and the plans show a future storage building of 800 square feet. Staff reviewed the request and found it met the zoning requirements for a conditional use permit and the criteria for a major site plan. The proposal would include three (3) documents, a storm water facilities maintenance agreement, improvement agreement, and an encroachment agreement. Both Planning staff and the Planning Commission recommended approval of the request.

Dan Tilsen, G-Cubed Engineering, stated the applicants were present and agreed to the proposed conditions.

Motion by Mueller, second by Piekarski Krech to adopt Resolution No. 13-78 approving a Final Plat and Improvement Agreement for a One Lot Subdivision and Resolution No. 13-79 approving a Conditional Use Permit for a Contractors Yard with Outdoor Storage and a Major Site Plan Approval to Construct a 12,500 Square Foot Building

Ayes: 5

Nays: 0 **Motion carried.**

C. HALLBLADE PROPERTIES; Consider the following requests for property located South of Tractor Supply on the West Side of Cahill Avenue:

- i) Resolution relating to a Preliminary and Final Plat for a One Lot Subdivision
- ii) Resolution relating to a Conditional Use Permit for Outdoor Storage
- iii) Resolution relating to a Major Site Plan Review for a Retail Sales Operation

Mr. Link explained the applicant has proposed to operate a recreational trailer sales lot on a vacant lot south of Tractor Supply on Cahill Avenue. The project would consist of a 9,000 square foot sales and service building with room for a future addition. He noted there would be room in the display area for approximately 250 trailers. The project complied with all performance standards and a revised landscape plan was submitted that addressed all staff concerns. He explained there was a Park Dedication fee due on part of the property as part of it lies inside the Arbor Pointe Planned Unit Development and some of it lies outside. The portion that lies outside the Arbor Pointe PUD requires payment of an additional Park Dedication fee. He stated an improvement agreement would be brought forth for Council approval at a later date. Engineering staff reviewed the application and found it to be acceptable. Both Planning staff and the Planning Commission recommended approval of the request.

Councilmember Mueller questioned why so many trees were going to be placed in the front and on the side of the building.

Mr. Link stated they were required by the landscape regulations. He explained there was very little vegetation on the highway side of the property and that meant the other two sides of the property had to receive more intensive landscaping.

Mayor Tourville suggested staff work with the applicant to come up with a revised landscape plan that would include fewer trees, but more mature trees.

Councilmember Piekarski Krech stated she would rather have a few mature trees that are well maintained.

Mr. Link stated part of the reasoning behind the landscaping was to keep the west side of the property open so it was more visible from the highway. He noted staff could work with the applicant to further revise the landscaping plan.

Mike Hallblade, applicant, stated he would like to be able to plant larger, more mature trees in lieu of a greater quantity of smaller trees. He agreed with the proposed conditions.

Motion by Mueller, second by Madden, to adopt Resolution No. 13-80 approving a Preliminary and Final Plat for a One Lot Subdivision, Resolution No. 13-81 approving a Conditional Use Permit for Outdoor Storage, and Resolution No. 13-82 relating to a Major Site Plan Approval for a Retail Sales Operation

Ayes: 5

Nays: 0

Motion carried.

D. DAKOTA COUNTY CDA; Consider the following requests for property located at the Corner of Cheney Trail and Cahill Avenue:

- i) Resolution relating to a Comprehensive Plan Amendment to Change the Land Use from O, Office to MDR, Medium Density Residential
- ii) Ordinance Amendment to the Arbor Pointe PUD Ordinance #789 to Change the Master Land Use Plan for the Parcel from R&D, Research & Development to Medium Density Residential R-III, Approximately 6-12 Units/Acre
- iii) Resolution relating to a Final Plat and Final PUD Development Plan for a 66 Unit Senior Housing Multiple Family Development
- iv) Resolution relating to a Conditional Use Permit for a Multiple Family Development

Mr. Hunting stated the property was a vacant lot located across the street from Walmart. He reviewed each request. The project consists of a one-building, three-story, 66 unit senior housing development with 66 underground parking spaces and 33 surface spaces. Improvements would include a trail around the building, construction of the sidewalk/trail that was part of the original Arbor Pointe plan, infiltration basins, and landscaping. He explained the existing outlot would be re-platted and staff recommended an additional 15 feet of right-of-way be dedicated to address future road improvements. All performance standards were met for the site plan and conditional use permit. He stated the site had been vacant since 1992. He noted changing the land use and developing the site would add residents to the area and increase spending at local businesses, traffic volumes and noise levels would be less with the proposed senior housing project, multiple family is a typical use seen as a buffer between commercial and single-family residential, and the request was not unique in that other changes have occurred in Arbor Pointe over the years to reflect market differences. Both Planning staff and the Planning Commission recommended approval of the request.

Mayor Tourville questioned how tall of building could be built on the property under the current zoning designation.

Mr. Hunting stated the current R&D land use would allow a 60 foot or five-story building on the property. The R-III designation would allow a 35 foot building.

Councilmember Piekarski Krech questioned what the possible development scenarios could be for the remaining outlot.

Mr. Hunting stated that issue had not been looked at either by Planning staff or the CDA. He explained the applicant's intent was to have minimal impact on the existing features of the property such as the grading along the hill or the knoll. He noted the remaining space has potential for future development but

any proposed development or expansion would have to be brought back to the Council for approval because the Comprehensive Plan Amendment being requested puts the property at its maximum density in that category.

Councilmember Piekarski Krech questioned why the City would leave an outlot without knowing what could potentially be built there in the future.

Mr. Hunting clarified the excess property was not being left as an outlot and the entire parcel would be platted as one (1) lot.

Councilmember Bartholomew clarified at the proposed land use designation the development would be at maximum capacity and any future increase in density would require a comprehensive plan amendment to change the land use designation.

Mr. Hunting replied in the affirmative.

Mayor Tourville questioned if the plan would need to be submitted to Metro Council for approval.

Mr. Hunting responded in the affirmative.

Councilmember Madden questioned if there was anything in the agreement that would guarantee the proposed use, senior housing, would remain the same in the future and would not be changed.

Mayor Tourville opined an agreement could be drafted that would stipulate the use and require any changes be brought back to the Council for approval.

Mr. Kuntz stated in past senior housing projects the City did not impose a stipulation that the use remain senior housing in perpetuity. He explained in order for the CDA to receive that designation from the federal government they have to impose a declaration which has a lifespan attached.

Mark Ulfers, Executive Director of Dakota County CDA, explained the proposed development would be the 27th building in a program to provide affordable senior housing throughout the County. He stated the CDA would be comfortable with putting a stipulation in the development agreement or entering into a covenant that the property would remain senior housing. He noted in Inver Grove Heights in the year 2000 there were 4,645 people over the age of 55. By the year 2030 it is estimated there will be 13,244 people over the age of 55. He stated the demand for senior housing is strong and will grow exponentially. He reiterated it is the CDA's intent to keep the use as senior housing for the life of the building.

Kari Gill, Deputy Executive Director, stated the CDA has proposed a 66 unit senior housing development for adults ages 55 and older. The CDA currently has 26 similar developments with over 1,500 units that are scattered throughout Dakota County. Two (2) of the buildings are currently located in Inver Grove Heights, Carmen Court and Cahill Commons. The buildings are meant for independent living. The current income limits for the units are approximately \$45,000 annually for one (1) person and approximately \$55,100 for a two (2) person household. The rents for the proposed building would be fixed rates, currently \$573 per month for a one bedroom unit and \$700 for a two bedroom unit. Garage parking would be optional at a cost of \$45 per month. The proposed building would also include six (6) premium two bedroom units that would not have an income limit and the rent would be \$900 per month. She noted the rental amounts were updated annually so the rents could be slightly different based on when the building actually opens. She explained over time their building finishes and exterior materials have changed. The exterior of the proposed building would be comprised of hearty siding and brick, comparable to Thompson Heights in South St. Paul. She stated the CDA handles their own property management, conducts criminal history and rental checks on all residents, and they have an on-site caretaker, property manager and maintenance technician. She noted they contract for snow removal and lawn care services. She explained the CDA typically obtains City approvals prior to the acquisition of property, but in this situation was unable to do so due to the unique circumstances surrounding the ownership of the property. The previous property owner, Rottlund, went into bankruptcy several years ago and disposed their undeveloped property through a receiver. All of their property was disposed of with the exception of this parcel and when the CDA decided to purchase the property there was no time to seek

City approval as the property was set to be returned to three (3) bankruptcy banks. She stated the CDA believed the property was a good location for senior housing and was a compatible use for the site. She explained senior housing typically generates less traffic and noise than other potential uses on the site. She noted three main issues were raised at the neighborhood meeting and at the Planning Commission meeting. The first related to the proposed three-story height of the building, the second related to the fact that the use was not an office use as required by the current zoning designation, and the third related to the CDA's future plans for the undeveloped or remaining portion of the property. She stated at this time the CDA did not have any plans for future development. She noted they agreed with the conditions that were proposed.

Councilmember Bartholomew questioned if the age requirement applied to all residents or if only one of the occupants of the unit had to comply with the requirement.

Ms. Gill stated the age requirement applied to the head of household.

Councilmember Piekarski Krech confirmed children were not allowed.

Councilmember Madden stated he took a tour of several of the CDA's housing developments and he was very impressed with how well-managed and maintained the properties were. He opined the senior housing project was a great idea because it is needed.

Councilmember Bartholomew questioned what the maximum number of residents would be in a 66 unit building.

Ms. Gill stated two (2) people per bedroom were allowed and approximately half of the units would be one-bedroom and the other half two-bedroom.

Councilmember Mueller stated he was happy to see that the CDA came back to Inver Grove Heights for another housing development.

Mayor Tourville stated there is a tremendous need for senior housing in Inver Grove Heights and Dakota County.

Councilmember Madden questioned how large the waiting list was for senior housing in Dakota County.

Mr. Ulfers stated the City has a variety of senior housing options and the CDA is able to offer a more affordable option. The rent for a one-bedroom unit at Inver Glen was \$1510-\$1638, and a two-bedroom unit was \$2000-\$2159. He reiterated the rent for a one-bedroom unit in a CDA development was \$573 and \$700 for a two-bedroom unit. He explained their goal is pass on the affordability of their product to the residents and take advantage of the fact that their agency has non-profit status. He stated the total number of households on the waiting list in Inver Grove Heights alone was 288.

Aric Elsner, 9250 Cheney Trail, stated senior housing would be a good use for the property but not as is currently proposed. He expressed concern that the CDA would construct another development in the future on the open space of the property. He stated the ideal development for the residents in the neighborhood was the single-story office buildings that were proposed but never constructed. He opined a three-story building backed up to the residential neighborhood was unacceptable. He stated the property should be developed all at once to minimize the impact on the neighborhood. He suggested that the CDA build a larger, two-story building that would span the entire lot.

Christopher Riess, 9281 Cheney Trail, suggested restricting the development to Inver Grove Heights residents only. He acknowledged the need for senior housing and suggested that more units be constructed within the development in a two-story building. He opined the size of the building could be doubled to span the entire piece of property. He stated the proposed layout and location on the lot suggested intent to expand in the future. He noted the property was subject to taxation in years past and now will be exempt as the CDA is required to pay a fee in lieu of taxes. He questioned if a future zoning change to increase the density would also require a 4/5 vote.

Mr. Link stated an application for either a comprehensive plan amendment or a conditional use permit

would require a 4/5 vote in order to be approved.

Mr. Riess opined that a three-story building would be at eye level with the existing homes on the hill. He asked the Council to come up with a design that would be a better fit for the site and for the neighborhood. He stated it is important for the residents to know what to expect on the site in the future. He reiterated the size and scope of the building as proposed is the main issue for the residents.

Joseph Sunday, 9258 Cheney Trail, stated he was the closest neighbor to the proposed development and the most impacted. He explained he was in favor of a senior housing development, but not a three-story building. He expressed concern regarding the lack of screening between his property and the proposed building and stated he did not want the view from his home to be residential windows. He opined he would like to see the applicant compromise with the neighbors and revise their plans to minimize the impact to the residents. He reiterated the neighborhood would be satisfied with a two-story building opined a two-story building could not be properly screened given the elevation of the site. He stated the neighbors were promised that the property would be developed with an office use and deserved a better compromise than the development as proposed. He questioned if the CDA would pay taxes to the City.

Mayor Tourville stated the CDA would pay a fee to the City in lieu of taxes. He noted the City cannot legally limit the tenants to Inver Grove Heights residents because the CDA is a county organization, thus the facility is open to Dakota County residents.

Mr. Cederberg stated he would like to know if the CDA would consider a two-story building.

Dian Piekarski, 7609 Babcock Trail, stated she read the minutes from the Planning Commission meeting and it seemed as though a 2-story building would not be feasible from a cost perspective. She asked for clarification regarding the reasoning behind the proposed three-story building. She suggested it may be beneficial for the CDA to hold onto the property until such time that they are able to afford fully developing the property with multiple buildings or a larger building with more units. She questioned what the County would do with the property if their request was denied by the City.

Councilmember Madden questioned if the CDA owned any two-story buildings in Dakota County.

Mr. Ulfers explained all of their buildings were predominantly three-stories and noted in a couple of situations the ends of the buildings were dropped down to two-stories. He explained the CDA has had a program since 1989 to build similar developments throughout Dakota County. The main premise of the program is to construct senior housing that is affordable to develop and to operate. He stated their architect calculated it would cost the CDA approximately 20% more to build and operate a two-story building than a three-story building. He noted it would not be economical for the CDA to develop a two-story building. He reiterated the CDA is trying to construct a development that is both affordable and attractive. He stated they currently had three-story buildings that were located much closer to single-family homes than what was proposed for this particular development. The proposed building would be located approximately 150 feet from the nearest home. He explained they fully intend to work with residents on landscaping and anything else they can do to be good neighbors. He stated the CDA staff prides itself on being accessible and responsive to complaints or concerns and they intend to carry on that reputation.

Mayor Tourville clarified it would cost the CDA 20% more to build the same number of units in a two-story building.

Mr. Ulfers stated there were two (2) components involved, the cost to construct the building and the ongoing cost to maintain the building. He noted operational costs were built into the rent structure.

Kirk Velett, Insite Architects, estimated the total cost would be \$7-8 million to construct the 66 unit building. If a two-story building were constructed approximately 20%, \$1.5 million, would be added to the construction costs.

Mr. Ulfers noted the two-story building would be larger and more expensive to maintain and operate.

Mayor Tourville clarified that the CDA looked into a two-story building and concluded it was not financially feasible.

Mr. Ulfers responded in the affirmative.

Councilmember Bartholomew stated there seemed to be some skepticism from the neighbors regarding the accuracy of the proposed elevations. He asked the CDA to further clarify the information.

Mr. Velett stated he did not believe it was a question of whether or not the elevation that was presented was correct. He explained his understanding was that the argument was that when a person looks out there window they tend to look down rather than straight out. He explained the building, from the first floor, sits 20 feet lower than the walkout level of the houses. He estimated the homes to be nine (9) feet from floor to floor, put an eye level five (5) feet above entry level, and drew a straight line across which would hit just below the ridge point of the proposed building. From an actual height standpoint it was estimated that the ridge point was approximately one foot to 1.5 feet higher than the second floor level of the closest home.

Councilmember Bartholomew questioned if Mr. Velett felt the elevation as presented was an accurate representation.

Mr. Velett responded in the affirmative.

Councilmember Bartholomew questioned what the difference was between the fee that would be paid by the CDA and the projected tax base for the property.

Mr. Ulfers explained the CDA operates under a State statute and follows the same statute to determine the fee they pay in lieu of taxes. He stated the CDA will pay 5% of the rents that are collected. He modeled a hypothetical rent roll at the request of the City Administrator and estimated \$25,000-30,000 would be paid annually. He noted the legislature ultimately will determine what they pay going forward. He stated they do pay all City assessments and fees that are levied against the property and do not receive a discount on those costs.

Mayor Tourville stated there were approximately three (3) lots from which the neighbors would be able to see the building, and the remaining lots had screening provided by very thick wooded areas. He questioned if the CDA would be able to build out the entire property at once.

Mr. Ulfers stated they had the funding available to construct a three-story, 66 unit building. He explained they would not have the funding to build anything else at this time and they did not know when or if they would have the funding in the future. He acknowledged it was hypothetically possible that something more could happen on the site in the future, but whether or not it actually occurs would be a function of demand and availability of resources. He reiterated any changes in density would require Council approval.

Mayor Tourville questioned if the CDA would be amenable to working with the neighbors on a landscaping plan that could provide additional screening.

Mr. Velett stated the plan is to plant larger deciduous trees and to plant them as high as possible on the hillside in order to provide better screening for neighbors. He noted they were planning on using trees taller than six (6) feet to start out with.

Mayor Tourville suggested that the CDA allow the neighbors to receive a per diem or the ability to choose the type of trees they would like placed on their property to provide screening.

Mr. Kuntz stated it was possible but would require agreement by both parties, the CDA and the private property owner.

Mr. Ulfers stated it was a reasonable request and the CDA would be willing to work with the City Attorney and the homeowners to make something like that happen.

Mayor Tourville stated it would be easier to plant vegetation in the neighbors' yards than on the hillside.

Councilmember Bartholomew questioned if a future change in land use from medium density residential would require another comprehensive plan amendment.

Mr. Hunting stated the development would be at maximum capacity with the comp plan designation that is proposed. If additional units were proposed in the future the CDA would have to request another comprehensive plan amendment and any multiple family development also required a conditional use permit. Both requests would require a 4/5 vote from the City Council in order to be approved.

Mr. Riess opined it would not be unreasonable to ask the CDA to build a larger building, despite the additional 20% cost, because the property was purchased at such a significant discount. He explained the neighbors did previously suggest constructing the three-story building and moving it so it was more centered on the property. This would alleviate the neighbors' concern that an additional building would be constructed on the property in the future.

Mr. Ulfers stated the CDA did purchase the property at a very good price. He explained economically the CDA did not need to build additional housing on the site. He reiterated they did not have plans for additional housing on the property. He stated he was willing to enter into an agreement to memorialize that fact. He explained the City's extensive storm water regulations would essentially preclude them from adding additional units in the future because there would not be enough space left to do so. Originally it was thought the existing Arbor Pointe storm water system had sufficient capacity to deal with storm water on site. It was determined that was not the case and they would be required to construct three (3) additional retention ponds. He reiterated if it was important to the City the CDA would not have a problem with restricting the development to just this building, provided they can do it in a manner that is affordable.

Councilmember Piekarski Krech questioned why they chose to position the building on the property in the manner that was proposed. She stated if the building was centered on the property all of the neighbors would be getting the same effect.

Mr. Ulfers stated the idea was to preserve as much native vegetation as possible.

Mr. Velett explained the retaining walls were meant to prevent grades from dropping down at the garage door itself so the three-story look would be maintained as much as possible. An additional retaining wall was added to protect vegetation after the engineering department requested that an infiltration basin be added on the southwest piece of the property. He clarified the retaining walls were not built to place the building in the proposed location.

Councilmember Piekarski Krech questioned if the retention pond had to be located on the southwest piece of the property.

Mr. Kaldunski responded in the affirmative.

Mayor Tourville suggested that the CDA consider the possibility of moving the building so it would be more centered on the property and potentially adding a few additional units.

Mr. Velett stated they could look at centering the building on the property. When the placement was originally considered they felt the knoll was a nice feature of the property that should be preserved and they felt that centering the building on the property would create a visual impact for more of the homes on top of the hillside. He reiterated the positioning of the building could be reevaluated.

Mr. Ulfers stated if Council preferred that the positioning of the building be reviewed the CDA would be responsive to the City's needs and concerns. He noted they were trying to get the building constructed this fall and would like to keep the project moving forward on schedule.

Mr. Elsner stated he appreciated the CDA reconsidering the positioning of the building on the site. He opined the project should be delayed if necessary in order to come up with a plan that would work for everyone, including the neighbors. He noted he would be in favor of the landscaping per diem that was suggested to provide some screening for the neighbors.

Councilmember Bartholomew questioned what the limitations would be from a storm water management

perspective if the building was repositioned on the property or if additional units were constructed.

Mr. Kaldunski stated the current storm sewer system design fit the proposed plan quite well. If additional impervious surface was added the CDA would have to construct more storm water management facilities.

Councilmember Bartholomew confirmed it would put further limitations on the property.

Mr. Kaldunski stated the way the site was currently designed it was utilizing some of the storm water ponding from the Arbor Pointe development that exists at Cahill Avenue and Concord Boulevard. The storm water management plan includes the use of a series of infiltration basins and that is why the plan works without having a major pond put on the site. If another building was constructed in the future the CDA would need to include a large footprint for a pond. He noted the proposed location was on the high point of three (3) different watersheds.

Councilmember Bartholomew clarified any additional units would require enhancements to the storm water management plan.

Mr. Kaldunski responded in the affirmative.

Mr. Kuntz stated a question was raised as to whether or not the CDA would be amenable to voluntarily putting a covenant on the property stipulating that the property was only to be used for senior housing. The second issue that was raised related to the fact that the conditional use permit ties into and approves a landscape plan. He explained a condition could be added that would allow City staff to approve an alternate landscape plan that accommodated the location of more mature, larger trees on adjoining lands if the respective landowners and the CDA would agree. The third issue related to a limitation on the number of housing units. He stated the CDA agreed to a covenant that would limit the number of housing units to 66 and would stipulate that no additional structures would be placed on the rest of the lot, other than those shown on the site plan, unless the City agreed. The fourth issue related to the repositioning of the building and/or an increase in the number of units. He stated the issue required further clarification because 66 units was the maximum number that would be allowed on the property under the comprehensive plan amendment and zoning designation the CDA requested. He explained if the suggestion is to increase the number of units Planning staff would have to go back and reconsider the request because currently the site is at maximum density.

Mayor Tourville stated the CDA may not be interested in additional units or they may want to consider the offer. The premise was to alleviate the neighbors' concern that the CDA would build additional units on the site at some point in the future.

Mr. Ulfers stated they would be willing to look at repositioning the building, but would feel better if they could maintain their construction schedule. He noted building and material costs are increasing and if they lost a construction season their construction costs could increase by 3-5%. He explained changing the number of units would require them to go through the Planning Commission process again and that would not be feasible in order to maintain their construction schedule. He reiterated they would look at repositioning the building in a manner that would be more tolerable for the neighbors.

Mayor Tourville questioned if the CDA would have to go back to the Planning Commission if they increased the number of units to 67.

Mr. Ulfers stated they would have to increase by increments of 6 based on how the units are constructed.

Mr. Hunting stated he would have to recalculate the density to determine if the addition of 6 units would require the plan going back to the Planning Commission for approval.

Mr. Lynch stated the CDA previously indicated they would only be able to afford to develop 66 units at this point in time.

Mayor Tourville stated they may want to look into more units if they are considering repositioning the building because it may be more cost effective to add them now.

Mr. Lynch noted it would be difficult to allow for resident input on the new site configuration without delaying the project and disrupting the construction schedule. He reiterated that the CDA indicated maintaining the construction schedule was of great importance to them.

Mayor Tourville suggested residents could provide input when the plan came back to the City Council at one of the regular meetings in July. He stated the CDA would have to make a decision on what they want to pursue after it is determined whether or not they would be required to go back to the Planning Commission.

Mr. Ulfers stated they would be able to preserve their project schedule if the item was placed on the July 8th City Council agenda.

Councilmember Piekarski Krech questioned if the CDA would be interested in additional units.

Mr. Ulfers reiterated his certainty that the CDA could afford 66 units right now. He stated he would have to go back and do some more calculations to determine if they could afford 72 units. He suggested another option would be to include the additional units as an alternate bid for the project.

Councilmember Mueller clarified the CDA still intended to build a three-story building.

Mr. Ulfers responded in the affirmative.

Mayor Tourville asked staff to determine in the next few days if the item would have to go back to Planning Commission if six (6) units were added to the building.

Mr. Kuntz explained if all that was presented was a relocation of the building, it would not need to go to the Planning Commission for approval. He stated although the intention is to bring the item back to the Council on July 8th, the CDA would still have to agree to extend the 60-day time frame.

Mr. Ulfers stated that was acceptable.

Councilmember Madden questioned why they were even considering 72 units. He stated the CDA wants and is able to afford 66 units and it doesn't make sense why they are asking them to look at the option if it will complicate the process further.

Mayor Tourville stated it was just a suggestion that if they are going to reposition the building they may want to consider adding units if it would be cost effective to do so.

Councilmember Mueller questioned if the neighbors would be happy if the building was repositioned. He stated if it was not going to make a big difference to the neighbors he did not see the point in wasting the CDA's time to draft new plans.

Mr. Ulfers stated the CDA wanted to be a good partner to the City and would look at the repositioning if it was requested. He noted the repositioning may cause some issues with other neighbors who would be affected as a result of the building being moved. He wanted the Council to be aware that repositioning may not be less impactful than what was currently proposed.

Councilmember Piekarski Krech stated the height of the building would be the same no matter what.

Mayor Tourville stated even though the height would not change it may make a difference if the building was moved further away from the neighbors.

Mr. Velett stated they may be able to move the building approximately 20 feet to the west and still comply with the setback requirements.

Mr. Riess reiterated his sentiments that a two-story building with more than 66 units would be amenable to the neighbors.

Councilmember Madden questioned if repositioning the building would change Mr. Riess' opinion of the project if it remained a three-story building.

Mr. Riess opined that repositioning the building did not necessarily mean that nothing more would be built

in the future. He stated he could not comment until he saw the repositioning.

Councilmember Bartholomew stated the issue was addressed by placing a covenant on the property.

Allan Cederberg, 1162 82nd St. E., suggested building flat roofs to cut off some of the height.

Mr. Ulfers stated aesthetically flat roofs tend to not look as good as what they have proposed and they are a bit more costly to build and maintain.

Vance Grannis, Jr., 9249 Barnes Ave, suggested Council could take action on the comprehensive plan amendment because all of the issues raised were pertinent to the remaining components of the request. He stated this would allow the comprehensive plan amendment to go through the review process with Met Council.

Councilmember Madden stated he did not see what would be gained by delaying the process and making the CDA revise their plans to move or reposition the building a minimal amount.

Mayor Tourville stated it would give the CDA an opportunity to reconsider the placement on the site.

Mr. Sunday stated the repositioning would make a big difference to him.

Mr. Elsner commented that the repositioning was not going to have a great impact on him because the building would still be three-stories tall.

Councilmember Bartholomew stated he would like to see the plans with the building being repositioned 20 feet to the west. He opined if there was an opportunity to increase the buffer between the neighbors and the development it would be beneficial.

Councilmember Piekarski Krech agreed it would be worthwhile if the construction schedule was not delayed. She opined she would not like to see a two-story building spread out over the property because it would increase the impervious surface.

Mayor Tourville commended the CDA for their willingness to consider a revised plan.

Motion by Tourville, second by Piekarski Krech, to table items ii, iii, and iv to July 8, 2013

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Madden, to adopt Resolution No. 13-83 approving a Comprehensive Plan Amendment to Change the Land Use from O, Office to MDR, Medium Density Residential

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

E. CITY OF INVER GROVE HEIGHTS; Resolution Approving Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, Ordering Project, and Authorizing Preparation of Plans and Specification for City Project No. 2012-07, Bohrer Pond NW Pretreatment Basin

Mr. Kaldunski explained Council was asked to approve a cost sharing agreement to receive a \$50,000 grant from the Community Conservation Funding Program. The County was able to secure the grant through the Legacy Fund via the State Legislature. The City would use the funds to complete a project on the northwest corner of Bohrer Pond. He explained the project would involve the excavation of a pretreatment basin to allow the basin to capture storm water and sediments from the three (3) storm sewers that dump into it. The City would contribute funds from the Storm Water Utility Fund.

Mayor Tourville questioned if there were any concerns regarding contamination.

Mr. Kaldunski responded in the negative.

Motion by Piekarski Krech, second by Bartholomew, to adopt Resolution No. 13-84 approving a Cost Share Contract with Dakota County Soil and Water Conservation District for Community Conservation Partnership Funding Program, Ordering Project, and Authorizing Preparation of Plans and Specifications for City Project No. 2012-07, Bohrer Pond NW Pretreatment Basin

Ayes: 5

Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Feasibility Study, Scheduling Public Hearing, and Authorizing Preparation of Plans and Specifications for City Project No. 2013-09C, Mill and Overlay

Mr. Kaldunski stated the project would involve improvements to Conroy Way and Cloman Avenue. The mill and overlay would add structural strength to the existing street section. He noted Cooper Avenue and Comstock Avenue were eliminated from the scope of the project in order to stay within budget. The total estimated project cost was \$297,000 and the project was proposed to be funded by the Pavement Management Fund, utility funds, and special assessments. The estimated per lot assessment was \$4,825. Metzen Appraisals was hired to review the proposed assessments and they indicated that assessments up to \$4,000 per single-family parcel would be sustainable.

Mr. Cederberg commented the Council was not allowed to assess more than what the appraiser indicated could be sustained.

Councilmember Piekarski Krech stated the Council was not levying assessments at this time and the final amounts would not be determined until after the project was completed and an assessment hearing was held. She explained the project had not been ordered by the Council at this point in time.

Motion by Mueller, second by Madden, to adopt Resolution No. 13-85 receiving the Feasibility Study, Scheduling a Public Hearing, and Authorizing Preparation of Plans and Specifications for City Project No. 2013-09C, Mill and Overlay

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN: Motion by Piekarski Krech, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 10:05 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 8, 2013
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 20, 2013 to July 2, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending July 2, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$433,504.12
Debt Service & Capital Projects	269,962.36
Enterprise & Internal Service	104,215.55
Escrows	29,292.24
	<hr/>
Grand Total for All Funds	<u><u>\$836,974.27</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 June 20, 2013 to July 2, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING July 2, 2013**

WHEREAS, a list of disbursements for the period ending July 2, 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	\$433,504.12
Debt Service & Capital Projects	269,962.36
Enterprise & Internal Service	104,215.55
Escrows	29,292.24
Grand Total for All Funds	<u><u>\$836,974.27</u></u>

Adopted by the City Council of Inver Grove Heights this 8th day of July, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



Expense Approval Report

By Fund

Payment Dates 6/20/2013 - 7/2/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
3M	ALPR MAINTENANCE SALES AC	06/26/2013	ALPR MAINTENANCE AGREEMENT	101.42.4000.421.60040	15,300.00
ACE PAINT & HARDWARE	516168/5	07/02/2013	STREETS	101.43.5200.443.60016	15.79
ACE PAINT & HARDWARE	516241/5	07/02/2013	6/20/13	101.44.6000.451.60065	19.75
AFSCME COUNCIL 5	INV0020736	06/28/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0020737	06/28/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	732.23
AFSCME COUNCIL 5	INV0020738	06/28/2013	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	89.10
ASPEN MILLS	135927	06/26/2013	55077I	101.42.4200.423.60045	39.95
ASSOCIATED MECHANICAL CONTRACTORS	39677	07/02/2013	FIRE	101.42.4200.423.40040	600.00
AT & T MOBILITY	28723771092x06122013	06/26/2013	287237771092	101.41.1000.413.50020	53.74
AT & T MOBILITY	28723771092x06122013	06/26/2013	287237771092	101.41.1100.413.50020	27.79
AT & T MOBILITY	28723771092x06122013	06/26/2013	287237771092	101.43.5100.442.50020	27.79
BIERMAIER, TERRY	6/24/13	06/24/2013	VARIANCE FEE REIMBURSEMENT	101.45.0000.3413000	246.00
BLACKBIRD, ANTHONY	5/11/13	06/26/2013	REIMBURSE-CPSI EXAM	101.44.6000.451.50065	73.33
CA DEPT OF CHILD SUPPORT SERVICES	INV0020691	06/28/2013	MIGUEL GUADALAJARA FEIN/TAXPAYER ID: 416C	101.203.2032100	279.69
CARQUEST OF MSP-ROSEMOUNT	1596-197040	07/02/2013	614420	101.44.6000.451.60040	106.63
CENTURY LINK	6/19/13 651 455 9072 782	07/02/2013	651 455 9072 782	101.42.4200.423.50020	40.72
CENTURY LINK	6/7/13 651 451 0205 745	07/02/2013	651 451 0205 745	101.44.6000.451.50020	57.95
CITY OF MINNEAPOLIS RECEIVABLES	400413004005	06/26/2013	612005356	101.42.4000.421.30700	3,365.10
CLAREY'S SAFETY EQUIPMENT	142517	07/02/2013	090500	101.42.4200.423.60040	84.42
CLAREY'S SAFETY EQUIPMENT	147954	07/02/2013	090500	101.42.4200.423.60040	3,075.00
CLAREY'S SAFETY EQUIPMENT	150138	06/26/2013	090500	101.42.4200.423.60040	5,975.00
CLAREY'S SAFETY EQUIPMENT	143316	07/02/2013	090515	101.42.4200.423.60040	188.21
COLLINS ELECTRICAL CONST.	1330768.01	07/02/2013	STREETS	101.43.5200.443.40046	176.00
CRAWFORD DOOR SALES COMPANY	10642	06/26/2013	4373	101.42.4200.423.40040	274.00
DAKOTA COMMUNICATIONS CENTER	IG2013-07	07/02/2013	JULY 2013	101.42.4000.421.70501	38,846.70
DAKOTA COMMUNICATIONS CENTER	IG2013-07	07/02/2013	JULY 2013	101.42.4200.423.70501	4,316.30
DAKOTA CTY PROP TAXATION & RECORDS	5/1/13	07/02/2013	ABSTRACT FEE	101.45.0000.3413000	46.00
DAKOTA CTY PROP TAXATION & RECORDS	2867	06/26/2013	5/1/13 ABSTRACT FEE	101.41.1200.414.40044	3,125.00
DAKOTA CTY PROP TAXATION & RECORDS	6/5/13 TORRENS/ABSTRACT FEE	06/26/2013	6/5/13 TORRENS/ABSTRACT FEES	101.45.0000.3413000	474.00
DAKOTA ELECTRIC ASSN	6/5/13 109394-7	06/26/2013	109394-7	101.43.5400.445.40020	1,243.30
EDWARDS, MICHAEL	5/20/13	06/26/2013	REIMBURSE-TEST	101.43.5100.442.30300	48.00
EFTPS	INV0020740	06/28/2013	FEDERAL WITHHOLDING	101.203.2030200	41,619.87
EFTPS	INV0020742	06/28/2013	MEDICARE WITHHOLDING	101.203.2030500	12,164.42
EFTPS	INV0020743	06/28/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	39,662.92
EFTPS	INV0020951	07/01/2013	FEDERAL WITHHOLDING	101.203.2030200	71.39
EFTPS	INV0020953	07/01/2013	MEDICARE WITHHOLDING	101.203.2030500	23.92
EFTPS	INV0020954	07/01/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	102.30
FINANCE & COMMERCE, INC.	740946362	07/02/2013	10025798	101.41.1000.413.10200	217.98
FIRST IMPRESSION GROUP, THE	53119	06/26/2013	3022	101.44.6000.451.50030	252.94
FIRST IMPRESSION GROUP, THE	53366	07/02/2013	4363	101.45.3300.419.50035	72.05
FIRSTSCRIBE	2459998	07/02/2013	6/1/13	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.41.1100.413.30550	30.08
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.41.2000.415.30550	64.58
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.42.4000.421.30550	254.35
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.42.4200.423.30550	14.00
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.43.5000.441.30550	8.38
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.43.5100.442.30550	40.94
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.43.5200.443.30550	24.51
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.44.6000.451.30550	49.67
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.45.3000.419.30550	17.20
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.45.3200.419.30550	14.23
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	101.45.3300.419.30550	21.98
GENESIS EMPLOYEE BENEFITS, INC	INV0020734	06/28/2013	HSA ELECTION-SINGLE	101.203.2032500	2,729.06
GENESIS EMPLOYEE BENEFITS, INC	INV0020735	06/28/2013	HSA ELECTION-FAMILY	101.203.2032500	3,699.26
GENESIS EMPLOYEE BENEFITS, INC	6/30/13	06/30/2013	MED/DEPEND REIMBURSEMENT	101.203.2031500	3,406.71
GRAINGER	9169596336	06/26/2013	806460150	101.43.5200.443.60016	202.03
GRAINGER	9177188870	07/02/2013	806460150	101.43.5200.443.60016	385.21
GRAINGER	9177673762	07/02/2013	806460150	101.43.5200.443.60016	14.73
GRAINGER	9179275152	07/02/2013	805460150	101.43.5200.443.60016	113.03
GUNNINK, HENRY	5192	06/26/2013	REPLACED SIGN DUE TO PLOW	101.43.5200.443.60016	46.32
H & R CONSTRUCTION COMPANY	14641	06/26/2013	6/18/13	101.43.5200.443.60016	272.53
HAWKINS, JOE	5/11/13	06/26/2013	REIMBURSE-CPSI CLASS	101.44.6000.451.50065	73.33
HOME DEPOT CREDIT SERVICES	6/13/13 6035 3225 0206 1959	07/02/2013	6035 3225 0206 1959	101.43.5200.443.60016	53.41
HOME DEPOT CREDIT SERVICES	6/13/13 6035 3225 0255 4813	06/26/2013	6035 3225 0255 4813	101.42.4200.423.40040	230.53
ICMA RETIREMENT TRUST - 457	INV0020692	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0020693	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	267.16

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0020694	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0020695	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	549.47
ICMA RETIREMENT TRUST - 457	INV0020696	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0020697	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	423.28
ICMA RETIREMENT TRUST - 457	INV0020698	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	815.00
ICMA RETIREMENT TRUST - 457	INV0020699	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	118.44
ICMA RETIREMENT TRUST - 457	INV0020700	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0020701	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	708.89
ICMA RETIREMENT TRUST - 457	INV0020702	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0020703	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	257.38
ICMA RETIREMENT TRUST - 457	INV0020704	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	INV0020705	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	INV0020706	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0020707	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	369.45
ICMA RETIREMENT TRUST - 457	INV0020708	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0020709	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	451.55
ICMA RETIREMENT TRUST - 457	INV0020710	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0020711	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	305.01
ICMA RETIREMENT TRUST - 457	INV0020712	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0020713	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0020714	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0020715	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	148.05
ICMA RETIREMENT TRUST - 457	INV0020716	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	INV0020717	06/28/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	63.46
ICMA RETIREMENT TRUST - 457	INV0020718	06/28/2013	ICMA (AGE 50 & OVER)	101.203.2031400	294.09
ICMA RETIREMENT TRUST - 457	INV0020719	06/28/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0020720	06/28/2013	ICMA (AGE 50 & OVER)	101.203.2031400	707.74
ICMA RETIREMENT TRUST - 457	INV0020721	06/28/2013	ICMA (AGE 50 & OVER)	101.203.2031400	947.63
ICMA RETIREMENT TRUST - 457	INV0020722	06/28/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0020723	06/28/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,673.85
ICMA RETIREMENT TRUST - 457	INV0020724	06/28/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0020733	06/28/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.41.1100.413.30550	1.50
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.41.2000.415.30550	3.95
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.42.4000.423.30550	15.75
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.43.5000.441.30550	1.00
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.43.5100.442.30550	4.00
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.44.6000.451.30550	2.58
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.45.3000.419.30550	1.40
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	101.45.3300.419.30550	2.00
INVERCITY PRINTING INC	130608	06/26/2013	BLDG PERMITS	101.45.3300.419.60040	265.50
KALDUNSKI, TOM	6/21/13	07/02/2013	REIMBURSE-COUNCIL LUNCH	101.43.5000.441.50075	189.42
KDV (KERN, DEWENTER, VIERE, LTD)	174165	06/26/2013	04683	101.41.2000.415.30100	3,900.00
LILLIE SUBURBAN NEWSPAPERS	5/31/13	07/02/2013	001363	101.41.1100.413.50025	337.33
LILLIE SUBURBAN NEWSPAPERS	5/31/13	07/02/2013	001363	101.45.3200.419.50025	26.20
LOCAL GOVERNMENT INFORMATION SYSTEM	36869	06/26/2013	106325	101.42.4000.421.70501	1,525.00
LOCAL GOVERNMENT INFORMATION SYSTEM	36880	06/26/2013	111541	101.42.4200.423.30700	108.00
LYNCH, JOE	6/8/13	06/26/2013	REIMBURSE-STRATEGIC PLANNING MTG	101.41.1100.413.50075	55.08
M & J SERVICES, LLC	424	06/26/2013	BOVEY AVE & 71ST ST	101.43.5200.443.40046	1,450.00
MADISON NATIONAL LIFE INSURANCE COMPAI	1095484	07/02/2013	JULY 2013 1095484	101.203.2031700	2,487.52
MADISON NATIONAL LIFE INSURANCE COMPAI	1095484	07/02/2013	JULY 2013 1095484	101.44.6000.451.20630	(17.75)
MENARDS - WEST ST. PAUL	26724	06/26/2013	30170270	101.43.5200.443.60016	64.42
METROPOLITAN AREA MGMT ASSOC.	1248	07/02/2013	6/13/13 MEETING	101.41.1100.413.50080	15.00
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0020689	06/28/2013	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0020690	06/28/2013	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	484.54
MN DEPT OF LABOR & INDUSTRY	ABR00713691	06/26/2013	00000010749	101.42.4200.423.30700	10.00
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	101.207.2070300	98.50
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	101.42.4000.421.60065	7.30
MN DEPT OF REVENUE	6/30/13	06/27/2013	JUNE ACCELERATED PAYMENT	101.207.2070300	20,853.00
MN DEPT OF REVENUE	INV0020741	06/28/2013	STATE WITHHOLDING	101.203.2030300	17,882.21
MN DEPT OF REVENUE	INV0020952	07/01/2013	STATE WITHHOLDING	101.203.2030300	31.59
MN LIFE INSURANCE CO	JULY 2013	07/02/2013	0027324	101.203.2030900	2,994.97
MN LIFE INSURANCE CO	JULY 2013	07/02/2013	0027324	101.44.6000.451.20620	(7.86)
MN NCPERS LIFE INSURANCE	JULY 2013	07/02/2013	JULY 2013 PREMIUM	101.203.2031600	304.00
NATURE CALLS, INC.	20039	07/02/2013	MAY 2013	101.44.6000.451.40065	1,511.80
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.41.1100.413.30550	15.45
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.41.2000.415.30550	20.39
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.42.4000.421.30550	73.45
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.43.5000.441.30550	6.65
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.43.5100.442.30550	23.10
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.44.6000.451.30550	10.68
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.45.3000.419.30550	12.30
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	101.45.3300.419.30550	12.30
OXYGEN SERVICE COMPANY, INC	03229167	06/26/2013	04394	101.42.4000.421.60065	13.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PEARL VALLEY ORGANIX, INC.	54417	07/02/2013	00064909	101.44.6000.451.60030	4,794.40
PEARL VALLEY ORGANIX, INC.	54419	07/02/2013	00084910	101.44.6000.451.60030	5,304.00
PEARL VALLEY ORGANIX, INC.	54420	07/02/2013	00084911	101.44.6000.451.60030	5,350.80
PERA	INV0020725	06/28/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,423.59
PERA	INV0020727	06/28/2013	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,147.17
PERA	INV0020728	06/28/2013	PERA COORDINATED PLAN	101.203.2030600	15,147.17
PERA	INV0020729	06/28/2013	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	57.69
PERA	INV0020730	06/28/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0020731	06/28/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	15,020.26
PERA	INV0020732	06/28/2013	PERA POLICE & FIRE PLAN	101.203.2030600	10,013.52
PINE BEND PAVING, INC.	71313	06/26/2013	91180	101.43.5200.443.60016	911.06
QUALITY PROPANE INC.	100666	07/02/2013	88735	101.43.5200.443.60016	2,300.00
RCM SPECIALTIES, INC.	3767	06/26/2013	6/12/13	101.43.5200.443.60016	494.19
S & T OFFICE PRODUCTS	MAY 2013	06/26/2013	MAY 2013	101.41.2000.415.50030	671.11
S & T OFFICE PRODUCTS	MAY 2013	06/26/2013	MAY 2013	101.45.3000.419.60010	22.37
S & T OFFICE PRODUCTS	MAY 2013	06/26/2013	MAY 2013	101.45.3300.419.60040	39.68
SHERWIN-WILLIAMS	5427-9	07/02/2013	6682-5453-5	101.44.6000.451.40047	169.10
SPRINT	842483314-139	07/02/2013	842483314	101.41.1000.413.50020	71.91
SPRINT	842483314-139	07/02/2013	842483314	101.41.1100.413.50020	286.49
SPRINT	842483314-139	07/02/2013	842483314	101.41.2000.415.50020	36.41
SPRINT	842483314-139	07/02/2013	842483314	101.42.4000.421.50020	2,059.47
SPRINT	842483314-139	07/02/2013	842483314	101.42.4200.423.50020	649.49
SPRINT	842483314-139	07/02/2013	842483314	101.43.5000.441.50020	94.84
SPRINT	842483314-139	07/02/2013	842483314	101.43.5100.442.50020	306.77
SPRINT	842483314-139	07/02/2013	842483314	101.43.5200.443.50020	256.71
SPRINT	842483314-139	07/02/2013	842483314	101.44.6000.451.50020	516.28
SPRINT	842483314-139	07/02/2013	842483314	101.45.3000.419.50020	106.37
SPRINT	842483314-139	07/02/2013	842483314	101.45.3300.419.50020	61.56
ST CROIX RECREATION CO	17702	07/02/2013	6/7/13	101.44.6000.451.60066	229.78
STRAIGHT RIVER MEDIA	1278	06/26/2013	JULY-AUGUST NEWSLETTER	101.41.1100.413.50032	900.00
T MOBILE	6/8/13 494910368	07/02/2013	494910368	101.43.5100.442.50020	49.99
TOTAL TOOL	01905186	06/26/2013	002589	101.43.5200.443.60045	235.44
TOUGH CUT SERVICES	2571-2573	06/26/2013	6/14/13	101.45.3000.419.30700	277.19
TOURVILLE, GEORGE	6/5/13	06/26/2013	REIMBURSE-SCHOLARSHIP DINNER	101.41.1000.413.50075	35.00
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679	07/02/2013	6035 3012 0018 3679	101.43.5200.443.60016	52.79
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679	07/02/2013	6035 3012 0018 3679	101.43.5200.443.60016	25.70
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679	07/02/2013	6035 3012 0018 3679	101.43.5200.443.60045	78.21
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679	07/02/2013	6035 3012 0018 3679	101.44.6000.451.60016	93.15
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679	07/02/2013	6035 3012 0018 3679	101.44.6000.451.60040	86.72
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679	07/02/2013	6035 3012 0018 3679	101.44.6000.451.60040	85.69
TWIN CITIES OCCUPATIONAL HEALTH PC	102065775	06/26/2013	N26-1251001589	101.41.1100.413.30500	50.00
UNIFIRST CORPORATION	090 0164948	06/26/2013	1051948	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	090 0164948	06/26/2013	1051948	101.44.6000.451.60045	44.99
UNIFIRST CORPORATION	090 0165735	07/02/2013	1051948	101.43.5200.443.60045	23.78
UNIFIRST CORPORATION	090 0165735	07/02/2013	1051948	101.44.6000.451.60045	25.41
UNITED WAY	INV0020739	06/28/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	INV0020726	06/28/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	397.67
US BANK	6/27/13	06/27/2013	JULY 1, 2013 DCC WIRE PMT	101.42.4000.421.70530	2,381.27
US BANK	6/27/13	06/27/2013	JULY 1, 2013 DCC WIRE PMT	101.42.4200.423.70530	378.01
VIKING PAINTS, INC.	36625	07/02/2013	CIG50	101.44.6000.451.60016	1,728.38
WAL-MART BUSINESS	6/22/13 6032 2025 3025 7113	07/02/2013	6032 2025 3025 7113	101.42.4000.421.60065	59.32
XCEL ENERGY	370433010	06/26/2013	51-9782436-1	101.43.5400.445.40020	73.35
XCEL ENERGY	371754699	07/02/2013	51-4779167-3	101.44.6000.451.40010	232.16
XCEL ENERGY	371754699	07/02/2013	51-4779167-3	101.44.6000.451.40020	1,088.77
XCEL ENERGY	371761262	06/26/2013	51-5185446-3	101.42.4000.421.40042	45.89
XCEL ENERGY	371033808	06/26/2013	51-5279113-0	101.43.5200.443.40020	1,247.27
XCEL ENERGY	371033808	06/26/2013	51-5279113-0	101.43.5400.445.40020	11,299.15
XCEL ENERGY	371053910	06/26/2013	51-6435129-1	101.43.5400.445.40020	148.36
ZACK'S, INC.	28740	06/26/2013	6/10/13	101.43.5200.443.60016	617.83
Fund: 101 - GENERAL FUND					360,063.99
APPLEBEE'S	6/17/13	06/26/2013	10-\$25 GIFT CARDS	201.44.1600.465.50025	250.00
ENSEMBLE CREATIVE & MARKETING	IGH062513	07/02/2013	6/25/13	201.44.1600.465.50025	5,810.00
Fund: 201 - C.V.B. FUND					6,060.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EAGAN ATHLETIC ASSOCIATION	1	07/02/2013	2013 IN HOUSE BASEBALL MINORS UNIFORM	204.44.6100.452.60045	337.00
FIRST IMPRESSION GROUP, THE	53119	06/26/2013	3022	204.44.6100.452.50030	252.94
GAVIN-BALLANGER, JOE	5/24/13	07/02/2013	REIMBURSE-REPLACEMENT VANES	204.44.6100.452.60009	32.14
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	204.44.6100.452.30550	21.11
IGH SENIOR CLUB	6/25/13	07/02/2013	JUNE 2013/PICNIC IN PARK	204.227.2271000	398.00
IGH/SSP COMMUNITY EDUCATION	6/25/13	07/02/2013	SCOOP JUNE 2013/RIVER CRUISE	204.227.2271000	3,957.00
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	204.44.6100.452.30550	0.68
MAYER ARTS INC	6/11/13	07/02/2013	WISH UPON A BALLET FRI 5/24/13	204.44.6100.452.30700	175.00
MINNESOTA DEVELOPMENTAL BASKETBALL	6/27/13	07/02/2013	JUNE 17-20 CLINIC	204.44.6100.452.30700	360.00
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	204.207.2070300	213.73
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	204.44.6100.452.50020	1.37
MN VOLLEYBALL HEADQUARTERS INC	p1390	07/02/2013	6/17/13	204.44.6100.452.30700	1,600.00
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	204.44.6100.452.30550	13.09
SPRINT	842483314-139	07/02/2013	842483314	204.44.6100.452.50020	84.99
TAHO SPORTSWEAR	13TF0751	07/02/2013	5/7/13	204.44.6100.452.60045	783.69
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	11.99
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	15.99
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	23.98
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	55.97
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	7.99
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	23.98
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	7.99
TAHO SPORTSWEAR	13TF1128	06/26/2013	6/17/13	204.44.6100.452.60045	7.99
TAHO SPORTSWEAR	13TF1155	07/02/2013	6/17/13	204.44.6100.452.60045	66.64
TAHO SPORTSWEAR	13TF1225	07/02/2013	6/26/13	204.44.6100.452.60045	86.24
TARGET BANK	6/18/13 00028954117	07/02/2013	00028954117	204.44.6100.452.60009	22.31
TWIN CITIES INFLATABLES, INC.	2790	07/02/2013	6/11/13	204.44.6100.452.40065	203.06
VALLEY ATHLETIC ASSOCIATION	6/24/13	07/02/2013	MID-SEASON TOURNAMENT FEES	204.44.6100.452.30700	40.00

Fund: 204 - RECREATION FUND

8,804.87

ACE PAINT & HARDWARE	516208/5 & 516216/5	06/26/2013	6/18/13	205.44.6200.453.60016	5.33
ACE PAINT & HARDWARE	516208/5 & 516216/5	06/26/2013	6/18/13	205.44.6200.453.60065	7.47
ACE PAINT & HARDWARE	516218/5	06/26/2013	6/19/13	205.44.6200.453.60016	3.52
ACE PAINT & HARDWARE	516226/5	07/02/2013	6/19/13	205.44.6200.453.60065	5.33
ACE PAINT & HARDWARE	516255/5	07/02/2013	6/21/13	205.44.6200.453.60012	3.63
APEC	118593	06/26/2013	5/31/13	205.44.6200.453.60016	592.85
B & B SHEETMETAL AND ROOFING, INC.	50460	07/02/2013	6/21/13	205.44.6200.453.40040	7,082.50
B & B SHEETMETAL AND ROOFING, INC.	50460	07/02/2013	6/21/13	205.44.6200.453.40040	7,082.50
B & B SHEETMETAL AND ROOFING, INC.	50515	07/02/2013	6/25/13	205.44.6200.453.40040	572.20
COMCAST	6/12/13 8772 10 591 0127188	06/26/2013	8772 10 591 0127188	205.44.6200.453.50070	198.46
COMMON SENSE BUILDING SERVICES, INC.	31426	07/02/2013	6/17/13	205.44.6200.453.40040	7,233.14
ELROY'S ELECTRIC SERVICE	3070	06/26/2013	6/11/13	205.44.6200.453.40040	80.44
FIRST IMPRESSION GROUP, THE	53119	06/26/2013	3022	205.44.6200.453.50030	648.37
GARTNER REFRIGERATION & MFG, INC	42215	06/26/2013	VETE01	205.44.6200.453.40040	537.85
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	205.44.6200.453.30550	32.74
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	205.44.6200.453.30550	10.50
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	205.44.6200.453.30550	3.50
GLEWWE DOORS	165802	06/26/2013	6/5/13	205.44.6200.453.60016	237.00
GRAINGER	9163265201	06/26/2013	806460150	205.44.6200.453.60016	70.54
GRAINGER	9165055360	06/26/2013	806460150	205.44.6200.453.60016	35.18
GRAINGER	9166803644	06/26/2013	806460150	205.44.6200.453.60016	12.85
GRAINGER	9166978636	06/26/2013	806460150	205.44.6200.453.60016	71.18
GRAINGER	91688675368	06/26/2013	806460150	205.44.6200.453.60016	13.02
GRAINGER	9172586423	07/02/2013	806460150	205.44.6200.453.60016	67.59
GRAINGER	9159588087	06/26/2013	806460150	205.44.6200.453.60011	314.80
GRAINGER	9159588087	06/26/2013	806460150	205.44.6200.453.60011	314.80
HAWKINS, INC.	3478082	06/26/2013	108815	205.44.6200.453.60024	960.32
HAWKINS, INC.	3478083	06/26/2013	108815	205.44.6200.453.60024	1,670.54
HAWKINS, INC.	3478293	06/26/2013	108815	205.44.6200.453.60024	44.44
HILLYARD INC	600736051	06/26/2013	274069	205.44.6200.453.60011	467.86
HILLYARD INC	600736051	06/26/2013	274069	205.44.6200.453.60011	467.86
HILLYARD INC	600743153	07/02/2013	274069	205.44.6200.453.60011	452.75
HILLYARD INC	600743153	07/02/2013	274069	205.44.6200.453.60011	452.75
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	205.44.6200.453.30550	1.00
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	205.44.6200.453.30550	6.99
MAAS, RONI	6/26/13	06/26/2013	REIMBURSE-ICE SHOW PROPS	205.44.6200.453.60065	190.71
MADISON NATIONAL LIFE INSURANCE COMPAL	1095484	07/02/2013	JULY 2013 1095484	205.44.6200.453.20630	(11.43)
MENARDS - WEST ST. PAUL	27135	06/26/2013	30170270	205.44.6200.453.60016	15.97
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	205.207.2070300	8,112.52
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	205.44.6200.453.50070	55.68
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	205.44.6200.453.60016	20.01
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	205.44.6200.453.60040	3.57
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	205.44.6200.453.60065	4.75
MN LIFE INSURANCE CO	JULY 2013	07/02/2013	0027324	205.44.6200.453.20620	(6.85)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MRPA	7785	07/02/2013	6/13/13	205.44.6200.453.70600	500.00
NAC MECHANICAL & ELECTRICAL SERVICE	90892	07/02/2013	8712-1	205.44.6200.453.40040	6,986.17
NAC MECHANICAL & ELECTRICAL SERVICE	91509	06/26/2013	8712	205.44.6200.453.40040	7,765.89
NAC MECHANICAL & ELECTRICAL SERVICE	91718	07/02/2013	8712-1	205.44.6200.453.40040	2,591.94
NAC MECHANICAL & ELECTRICAL SERVICE	92339	07/02/2013	8712-1	205.44.6200.453.40040	179.00
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	205.44.6200.453.30550	2.82
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	205.44.6200.453.30550	22.58
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	205.44.6200.453.30550	2.83
PAVELKA, SANDY	7863	06/26/2013	4/26/13	205.44.6200.453.60065	44.00
R & R SPECIALTIES OF WI, INC.	0052383-IN	06/26/2013	6/12/13	205.44.6200.453.40042	55.03
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.50070	30.00
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.60011	68.61
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.60011	68.60
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.60016	12.60
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.60018	14.68
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.60040	84.46
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.60065	397.10
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.60065	223.32
SAM'S CLUB	6/23/13 7715 0900 6160 6950 07/02/2013		7715 0900 6160 6950	205.44.6200.453.76050	288.06
SPRINT	842483314-139	07/02/2013	842483314	205.44.6200.453.50020	25.85
SPRINT	842483314-139	07/02/2013	842483314	205.44.6200.453.50020	67.26
SPRINT	842483314-139	07/02/2013	842483314	205.44.6200.453.50020	89.12
SPRINT	842483314-139	07/02/2013	842483314	205.44.6200.453.50020	89.13
ST. AMBROSE OF WOODBURY	6/24/13	07/02/2013	OVERPYMT 6/19/13 POOL GROUP	205.44.0000.3492700	50.00
TAHO SPORTSWEAR	13f0966	06/26/2013	6/5/13	205.44.6200.453.60045	75.00
TARGET BANK	6/18/13 00028954117	07/02/2013	00028954117	205.44.6200.453.60065	246.99
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679 07/02/2013		6035 3012 0018 3679	205.44.6200.453.60040	16.06
TRACTOR SUPPLY CREDIT PLAN	6/20/13 6035 3012 0018 3679 07/02/2013		6035 3012 0018 3679	205.44.6200.453.60040	(12.83)
TWIN CITY TROLLEYS-MINNEAPOLIS	9/28/13	06/26/2013	RENTAL 9/28/13	205.44.6200.453.30700	80.00
VERITAS HOCKEY	6/21/13	06/26/2013	REFUND-OVERPYMNT CAMP 2013	205.207.2070300	23.45
VERITAS HOCKEY	6/21/13	06/26/2013	REFUND-OVERPYMNT CAMP 2013	205.44.0000.3492200	329.09
Fund: 205 - COMMUNITY CENTER					58,574.04
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	290.45.3000.419.30550	1.12
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	290.45.3000.419.30550	0.10
Fund: 290 - EDA					1.22
CB&I, INC.	PAY VO. NO. 3	07/02/2013	CITY PROJECT NO. 2006-08	426.72.5900.726.80300	239,400.00
Fund: 426 - 2006 IMPROVEMENT FUND					239,400.00
AMERICAN ENGINEERING TESTING, INC.	58224	07/02/2013	INV001	431.73.5900.731.30300	2,813.28
EMMONS & OLIVIER RESOURCES	00095-0005-3	07/02/2013	00095-0005	431.73.5900.731.30300	5,819.60
Fund: 431 - 2011 IMPROVEMENT FUND					8,632.88
AMERICAN ENGINEERING TESTING, INC.	58224	07/02/2013	INV001	432.73.5900.732.30300	2,813.27
G & M TREE MOVING INC	983	07/02/2013	51 TREES	432.73.5900.732.70600	6,375.00
SHORT ELLIOTT HENDRICKSON, INC.	269146	07/02/2013	4340	432.73.5900.732.30300	1,536.75
Fund: 432 - 2012 IMPROVEMENT FUND					10,725.02
EMMONS & OLIVIER RESOURCES	00095-0027-23	07/02/2013	00095-0027	433.73.5900.733.30300	3,452.78
EMMONS & OLIVIER RESOURCES	00095-0027-24	07/02/2013	00095-0027	433.73.5900.733.30300	761.50
Fund: 433 - 2013 IMPROVEMENT FUND					4,214.28
AMERICAN ENGINEERING TESTING, INC.	58423	07/02/2013	INV001	440.74.5900.740.30340	378.60
BRAUN INTERTEC CORPORATION	370003	07/02/2013	109213	440.74.5900.740.30340	393.78
LILLIE SUBURBAN NEWSPAPERS	5/31/13	07/02/2013	001363	440.74.5900.740.50025	75.33
LILLIE SUBURBAN NEWSPAPERS	5/31/13	07/02/2013	001363	440.74.5900.740.50025	72.05
METZEN APPRAISALS	6/19/13	06/26/2013	CITY PROJECT 2013-09C	440.74.5900.740.30700	3,500.00
MN POLLUTION CONTROL AGENCY	7700006258	07/02/2013	VP1223	440.74.5900.740.30700	1,250.00
SCHMIDT, RONALD	6/17/13	06/26/2013	REIMBURSE-GRASS SEED	440.74.5900.740.70650	18.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					5,687.76
GREAT NORTHERN BUILDERS LLC	6/12/12 REPAIRS	06/26/2013	REPAIRS BATHROOM RAILS	447.00.7500.460.40040	803.92
Fund: 447 - ADA					803.92
BARR ENGINEERING COMPANY	23190218.00-208	06/26/2013	11/3/12-12/18/12	451.75.5900.751.30700	498.50
Fund: 451 - HOST COMMUNITY FUND					498.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	516150/5	07/02/2013	STREETS	501.50.7100.512.60016	8.54
ACE PAINT & HARDWARE	516156/5	07/02/2013	STREETS	501.50.7100.512.60016	11.73
ACE PAINT & HARDWARE	516291/5	07/02/2013	6/26/13	501.50.7100.512.60016	10.68
ACE PAINT & HARDWARE	516059/5	07/02/2013	501126	501.50.7100.512.60016	16.01
BRACIA DESIGNS	6/17/13	07/02/2013	STREETS	501.50.7100.512.50030	454.22
CONTRACTORS & SURVEYORS SUPPLY	8388	07/02/2013	STREETS	501.50.7100.512.40043	54.61
CONTRACTORS & SURVEYORS SUPPLY	8407	07/02/2013	6/26/13	501.50.7100.512.40043	529.03
DANNER LANDSCAPING	10071	07/02/2013	STREETS	501.50.7100.512.60016	8.55
GARTZKE CONSTRUCTION INC	6/10/13	07/02/2013	STREETS	501.50.7100.512.40046	809.00
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	501.50.7100.512.30550	33.28
GOODIN COMPANY	2980233-00	06/26/2013	1001619	501.50.7100.512.60016	167.73
HAWKINS, INC.	3477745	07/02/2013	STREETS	501.50.7100.512.60019	4,833.94
HAWKINS, INC.	3478291	07/02/2013	FIRE	501.50.7100.512.60019	261.62
HD SUPPLY WATERWORKS LTD	8097506	07/02/2013	099872	501.50.7100.512.75500	544.56
HD SUPPLY WATERWORKS LTD	B097547	07/02/2013	099872	501.50.7100.512.75500	101.50
HD SUPPLY WATERWORKS LTD	B097608	07/02/2013	099872	501.50.7100.512.75500	683.64
HOSE / CONVEYORS INC	00037395	07/02/2013	CIT300	501.50.7100.512.60016	60.76
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	501.50.7100.512.30550	3.60
MN DEPT OF LABOR & INDUSTRY	ABR00713541	07/02/2013	a	501.50.7100.512.40040	10.00
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	501.207.2070200	1,885.34
MN PIPE & EQUIPMENT	0299279	07/02/2013	2195	501.50.7100.512.60016	387.74
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	501.50.7100.512.30550	19.47
SEXTON COMPANY, THE	56193	07/02/2013	4115	501.50.7100.512.60045	165.80
SHAPCO PRINTING	199602-01	06/26/2013	0585	501.50.7100.512.50035	2,314.73
SPRINT	842483314-139	07/02/2013	842483314	501.50.7100.512.50020	340.98
TKDA	002013001735	07/02/2013	0014026.007	501.50.7100.512.30700	1,410.91
WALKER LAWN CARE, INC.	3776	07/02/2013	3680 77TH ST	501.50.7100.512.60016	322.00
WALKER LAWN CARE, INC.	3781	07/02/2013	6/18/13	501.50.7100.512.60016	739.00
WALKER LAWN CARE, INC.	3782	07/02/2013	3296 70TH ST	501.50.7100.512.60016	434.75

Fund: 501 - WATER UTILITY FUND **16,623.72**

GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	502.51.7200.514.30550	18.78
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	502.51.7200.514.30550	2.40
MN PIPE & EQUIPMENT	0299279	07/02/2013	2195	502.51.7200.514.60016	809.56
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	502.51.7200.514.30550	13.93

Fund: 502 - SEWER UTILITY FUND **844.67**

ACE PAINT & HARDWARE	516131/5	06/26/2013	6/11/13	503.52.8600.527.60040	38.43
ACE PAINT & HARDWARE	516072/5	06/26/2013	6/7/13	503.52.8400.525.40041	34.69
ARAMARK REFRESHMENT SERVICES	83179	06/26/2013	48128	503.52.8300.524.76100	114.50
ARAMARK REFRESHMENT SERVICES	83322	06/26/2013	48128	503.52.8300.524.76100	192.50
ARAMARK UNIFORM SERVICES	629-7770735	07/02/2013	792502342	503.52.8600.527.60045	24.60
ARAMARK UNIFORM SERVICES	629-775505	07/02/2013	792502342	503.52.8600.527.60045	33.01
ARCTIC GLACIER, INC.	395316404	06/26/2013	1726134	503.52.8300.524.60065	111.40
ARCTIC GLACIER, INC.	459316811	06/26/2013	1726134	503.52.8300.524.60065	152.80
ARCTIC GLACIER, INC.	437317013	07/02/2013	1726134	503.52.8300.524.60065	111.40
ARCTIC GLACIER, INC.	379317200	07/02/2013	1726134	503.52.8300.524.60065	36.88
COCA COLA BOTTLING COMPANY	0168559920	06/26/2013	6/13/13	503.52.8300.524.76100	467.29
COCA COLA BOTTLING COMPANY	0138070402	06/26/2013	6/14/13	503.52.8300.524.60065	51.05
COCA COLA BOTTLING COMPANY	0108110301	07/02/2013	6/20/13	503.52.8300.524.76100	38.00
COCA COLA BOTTLING COMPANY	0108513408	07/02/2013	6/20/13	503.52.8300.524.76100	1,192.17
COCA COLA BOTTLING COMPANY	0168559515	06/26/2013	6/6/13	503.52.8300.524.76100	311.16
COCA COLA BOTTLING COMPANY	0169558926	06/26/2013	6/7/13	503.52.8300.524.60065	66.85
COLLEGE CITY BEVERAGE	451633	06/26/2013	3592	503.52.8300.524.76150	709.90
COLLEGE CITY BEVERAGE	451689	07/02/2013	3592	503.52.8300.524.76150	658.50
COLLEGE CITY BEVERAGE	451576	06/26/2013	3592	503.52.8300.524.76150	422.05
CRAWFORD DOOR SALES COMPANY	10518	06/26/2013	IN31314	503.52.8600.527.40040	274.50
CUSHMAN MOTOR COMPANY INC	160576	07/02/2013	C0644	503.52.8600.527.40042	440.73
DEX MEDIA EAST	6/20/13 1103606019	07/02/2013	110360619	503.52.8500.526.50025	47.05
DRAFT TECHNOLOGIES	06101304J	06/26/2013	6/10/13	503.52.8300.524.40042	50.00
DRAFT TECHNOLOGIES	06241303j	07/02/2013	6/24/13	503.52.8300.524.40042	50.00
FOOTJOY	5053083	07/02/2013	008363 2243 062177 2243 00253	503.52.8200.523.76200	150.20
GCSAA	320593	06/26/2013	CLASS A RENEWAL 7/1/13-6/30/14	503.52.8600.527.50070	185.00
GCSAA	320593	06/26/2013	CLASS A RENEWAL 7/1/13-6/30/14	503.52.8600.527.50070	365.00
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	503.52.8000.521.30550	7.00
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	503.52.8500.526.30550	14.23
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	503.52.8600.527.30550	14.23
GERTENS	282834	06/26/2013	100464	503.52.8600.527.60020	112.87
GRAINGER	9176921352	07/02/2013	855256939	503.52.8500.526.60065	125.53
GRANDMA'S BAKERY	352014	06/26/2013	24400	503.52.8300.524.76050	32.44
GRANDMA'S BAKERY	352310	06/26/2013	24400	503.52.8300.524.76050	38.82
GRANDMA'S BAKERY	352625	06/26/2013	24400	503.52.8300.524.76050	41.56
GRANDMA'S BAKERY	352952	06/26/2013	24400	503.52.8300.524.76050	41.56
GRANDMA'S BAKERY	353320	06/26/2013	24400	503.52.8300.524.76050	41.92
GRANDMA'S BAKERY	353579	06/26/2013	24400	503.52.8300.524.76050	44.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRANDMA'S BAKERY	353911	06/26/2013	24400	503.52.8300.524.76050	63.22
GRANDMA'S BAKERY	354160	06/26/2013	24400	503.52.8300.524.76050	32.46
GRANDMA'S BAKERY	354456	06/26/2013	24400	503.52.8300.524.76050	38.84
GRANDMA'S BAKERY	354740	07/02/2013	24400	503.52.8300.524.76050	38.74
GRANDMA'S BAKERY	355069	07/02/2013	24400	503.52.8300.524.76050	44.68
GRANDMA'S BAKERY	355375	07/02/2013	24400	503.52.8300.524.76050	44.68
GRANDMA'S BAKERY	355690	07/02/2013	24400	503.52.8300.524.76050	45.08
GRANDMA'S BAKERY	355997	07/02/2013	24400	503.52.8300.524.76050	47.97
GRANDMA'S BAKERY	356256	07/02/2013	24400	503.52.8300.524.76050	35.61
GRANDMA'S BAKERY	350507	06/26/2013	24400	503.52.8300.524.76050	29.64
GRANDMA'S BAKERY	350788	06/26/2013	24400	503.52.8300.524.76050	24.45
GRANDMA'S BAKERY	351145	06/26/2013	24400	503.52.8300.524.76050	41.60
GRANDMA'S BAKERY	351438	06/26/2013	24400	503.52.8300.524.76050	47.96
GRANDMA'S BAKERY	351763	06/26/2013	24400	503.52.8300.524.76050	44.78
HANCO CORPORATION	676176	07/02/2013	332801	503.52.8600.527.60014	374.47
HEGGIES PIZZA	1060801	06/26/2013	1708	503.52.8300.524.76050	179.10
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	503.52.8600.521.30550	1.00
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	503.52.8600.527.30550	1.00
JJ TAYLOR DIST. COMPANY OF MN	2096702	06/26/2013	00834	503.52.8300.524.76150	179.00
JJ TAYLOR DIST. COMPANY OF MN	2096774	07/02/2013	00834	503.52.8300.524.76150	161.40
JJ TAYLOR DIST. COMPANY OF MN	2096634	06/26/2013	00834	503.52.8300.524.76150	418.20
M. AMUNDSON LLP	154608	07/02/2013	902858	503.52.8300.524.76050	329.40
M. AMUNDSON LLP	153735	06/26/2013	902858	503.52.8300.524.76050	281.50
MENARDS - WEST ST. PAUL	26163	06/26/2013	30170265	503.52.8600.527.60012	50.69
MENARDS - WEST ST. PAUL	26131	06/26/2013	30170265	503.52.8600.527.40040	11.79
MN DEPT OF LABOR & INDUSTRY	ABR00708111	07/02/2013	00000012982	503.52.8600.527.50070	20.00
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	503.207.2070300	12,765.03
MTI DISTRIBUTING CO	897061-03	06/26/2013	402307	503.52.8600.527.40042	4.12
MTI DISTRIBUTING CO	897061-04	06/26/2013	402307	503.52.8600.527.40042	8.24
MTI DISTRIBUTING CO	899112-00	06/26/2013	402307	503.52.8600.527.40042	522.73
MTI DISTRIBUTING CO	900927-00	06/26/2013	402307	503.52.8600.527.40042	443.62
MTI DISTRIBUTING CO	901665-00	06/26/2013	402307	503.52.8600.527.40042	484.57
MTI DISTRIBUTING CO	902394-00	06/26/2013	402307	503.52.8600.527.40042	72.14
MTI DISTRIBUTING CO	903129-00	06/26/2013	402307	503.52.8600.527.60020	113.71
MTI DISTRIBUTING CO	897061-00	06/26/2013	402307	503.52.8600.527.40042	803.23
MTI DISTRIBUTING CO	897061-01	06/26/2013	402307	503.52.8600.527.40042	4.12
MTI DISTRIBUTING CO	897061-02	06/26/2013	402307	503.52.8600.527.40042	33.41
NATURE CALLS, INC.	20040	07/02/2013	MAY 2013	503.52.8600.527.40065	144.62
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	503.52.8000.521.30550	5.65
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	503.52.8500.526.30550	8.30
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	503.52.8600.527.30550	13.95
PLAISTED COMPANIES, INC.	47989	06/26/2013	INW1	503.52.8600.527.60020	868.17
REINDERS, INC.	3020891-00	06/26/2013	326799	503.52.8600.527.60035	2,324.76
SPRINT	842483314-139	07/02/2013	842483314	503.52.8500.526.50020	123.76
TDS METROCOM	6/13/13 651 457 3667	06/26/2013	651 457 3667	503.52.8500.526.50020	260.86
TITLEIST	1770310	06/26/2013	008363 1243 062177 1243 00106	503.52.8200.523.76450	455.55
US FOODSERVICE	4599405	06/26/2013	03805983	503.52.8300.524.60065	136.06
US FOODSERVICE	4599405	06/26/2013	03805983	503.52.8300.524.76050	445.94
US FOODSERVICE	4599405	06/26/2013	03805983	503.52.8300.524.76100	6.44
US FOODSERVICE	4765806	06/26/2013	03805983	503.52.8300.524.76050	90.90
US FOODSERVICE	4730020	06/26/2013	03805983	503.52.8300.524.60065	291.49
US FOODSERVICE	4730020	06/26/2013	03805983	503.52.8300.524.76050	365.25
US FOODSERVICE	4730020	06/26/2013	03805983	503.52.8300.524.76100	12.78
US FOODSERVICE	4861161	07/02/2013	03805983	503.52.8300.524.60065	341.60
US FOODSERVICE	4861161	07/02/2013	03805983	503.52.8300.524.76050	750.62
US FOODSERVICE	4660385	06/26/2013	03805983	503.52.8300.524.76050	25.40
WINFIELD SOLUTIONS, LLC	000058654132	07/02/2013	156650	503.52.8600.527.60030	6,548.76
WINFIELD SOLUTIONS, LLC	000058654135	07/02/2013	056650	503.52.8600.527.60035	3,838.90
WINFIELD SOLUTIONS, LLC	000058654138	07/02/2013	156650	503.52.8600.527.60020	373.35
XCEL ENERGY	373181621	07/02/2013	51-5877512-1	503.52.8600.527.40020	1,228.89
XCEL ENERGY	373507883	07/02/2013	51-5877511-0	503.52.8600.527.40020	25.91
YAMAHA GOLF & UTILITY, INC.	01-13791	06/26/2013	INVERWOOD	503.52.8000.521.60065	133.90
YOCUM OIL COMPANY, INC.	000000559564	06/26/2013	506975 0004	503.52.8400.525.60021	1,115.91
Fund: 503 - INVER WOOD GOLF COURSE					44,624.47
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	602.00.2100.415.30550	2.19
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	602.00.2100.415.30550	0.05
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	602.00.2100.415.30550	0.21
Fund: 602 - RISK MANAGEMENT					2.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMERICAN FLAGPOLE & FLAG CO	107812	07/02/2013	6/24/13	603.00.5300.444.40040	85.46
BOYER TRUCKS - PARTS DISTRIBUTION	751746	07/02/2013	STREETS	603.00.5300.444.40041	441.53
BOYER TRUCKS - PARTS DISTRIBUTION	755285	07/02/2013	C20390	603.00.5300.444.40041	153.37
C.J. SPRAY, INC.	1017085	07/02/2013	109206	603.00.5300.444.40041	242.96
CARQUEST OF MSP-ROSEMOUNT	1596-196095	07/02/2013	STREETS	603.00.5300.444.40041	615.65
CARQUEST OF MSP-ROSEMOUNT	1596-196678	07/02/2013	STREETS TOOLS	603.00.5300.444.60040	31.52
CARQUEST OF MSP-ROSEMOUNT	1596-196802	07/02/2013	STREETS	603.00.5300.444.40041	152.28
CARQUEST OF MSP-ROSEMOUNT	1596-196910	07/02/2013	STREETS	603.00.5300.444.40041	9.13
CARQUEST OF MSP-ROSEMOUNT	1596-196971	07/02/2013	STREETS	603.00.5300.444.40041	9.13
CARQUEST OF MSP-ROSEMOUNT	1596-197111	07/02/2013	STREETS	603.00.5300.444.40041	29.93
CARQUEST OF MSP-ROSEMOUNT	1596-197114	07/02/2013	STREETS	603.140.1450050	15.06
CARQUEST OF MSP-ROSEMOUNT	1596-197151	07/02/2013	614420	603.00.5300.444.40041	567.48
CARQUEST OF MSP-ROSEMOUNT	1596-197190	07/02/2013	STREETS	603.00.5300.444.40041	15.69
CARQUEST OF MSP-ROSEMOUNT	1596-197193	07/02/2013	STREETS	603.00.5300.444.60040	21.75
CARQUEST OF MSP-ROSEMOUNT	1596-197211	07/02/2013	STREETS	603.140.1450050	12.61
CARQUEST OF MSP-ROSEMOUNT	1596-197404	07/02/2013	STREETS	603.00.5300.444.40041	7.52
CARQUEST OF MSP-ROSEMOUNT	1596-197447	07/02/2013	STREETS	603.00.5300.444.60040	15.72
CARQUEST OF MSP-ROSEMOUNT	1596-197458	07/02/2013	STREETS	603.00.5300.444.60040	10.14
CARQUEST OF MSP-ROSEMOUNT	1596-197491	07/02/2013	614420	603.00.5300.444.40041	13.69
CARQUEST OF MSP-ROSEMOUNT	1596-197507	07/02/2013	614420	603.00.5300.444.60012	9.31
CARQUEST OF MSP-ROSEMOUNT	1596-197560	07/02/2013	614420	603.00.5300.444.40041	13.09
CARQUEST OF MSP-ROSEMOUNT	1596-197560	07/02/2013	614420	603.140.1450050	116.49
COMMON SENSE BUILDING SERVICES, INC.	31426	07/02/2013	6/17/13	603.00.5300.444.40040	292.58
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AQ041913-2	06/26/2013	6/19/13	603.140.1450050	144.28
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	603.00.5300.444.30550	13.07
GERLACH OUTDOOR POWER EQUIP	45892	06/26/2013	109185	603.00.5300.444.40041	89.78
HANCO CORPORATION	676175	06/26/2013	332660	603.00.5300.444.40041	200.73
HEALTH EAST	19748	06/26/2013	5/29/13	603.00.5300.444.80700	3,183.39
HOSE / CONVEYORS INC	00037044	06/26/2013	CIT300	603.00.5300.444.40041	73.25
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	603.00.5300.444.30550	1.00
INVER GROVE FORD	5108469	06/26/2013	3/5/13	603.00.5300.444.40041	230.21
INVER GROVE FORD	6119562/1	06/26/2013	6/13/13	603.00.5300.444.40041	343.89
INVER GROVE FORD	5116801	06/26/2013	6/19/13	603.00.5300.444.40041	33.50
INVER GROVE FORD	6/19/13	07/02/2013	STREETS	603.00.5300.444.40041	343.89
INVER GROVE FORD	5116918	06/26/2013	6/20/13	603.00.5300.444.40041	152.80
INVER GROVE FORD	5116934	06/26/2013	6/20/13	603.00.5300.444.40041	59.41
I-STATE TRUCK CENTER	C242260903:01	06/26/2013	13468	603.00.5300.444.40041	55.49
I-STATE TRUCK CENTER	R242052410	06/26/2013	13468	603.00.5300.444.40041	781.48
M & J SERVICES, LLC	427	06/26/2013	CITY MAINT. GARAGE	603.00.5300.444.40040	660.00
MACQUEEN EQUIPMENT INC	2133918	06/26/2013	6/11/13	603.00.5300.444.40041	1,505.82
MN DEPT OF LABOR & INDUSTRY	ABR0071374I	07/02/2013	000000012982	603.00.5300.444.40040	20.00
MN DEPT OF REVENUE	5/31/13	06/24/2013	MAY 2013 PETRO TAX	603.00.5300.444.60021	154.76
MN DEPT OF REVENUE	JUNE 2013	06/30/2013	JUNE 2013 PETRO TAX	603.00.5300.444.60021	300.68
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	603.00.5300.444.30550	6.65
POMP'S TIRE SERVICE, INC.	980000521	06/26/2013	4511146	603.00.5300.444.40041	273.04
POMP'S TIRE SERVICE, INC.	980000872	06/26/2013	4502557	603.00.5300.444.40041	1,287.80
POMP'S TIRE SERVICE, INC.	980000810	07/02/2013	4502557	603.00.5300.444.40041	219.21
SHERWIN-WILLIAMS	6458-1	06/26/2013	6682-5453-5	603.00.5300.444.40040	121.34
SPRINT	842483314-139	07/02/2013	842483314	603.00.5300.444.50020	98.68
TITAN MACHINERY	95274-CL	06/26/2013	79297	603.00.5300.444.40041	116.10
UNIFIRST CORPORATION	090 0164948	06/26/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0164948	06/26/2013	1051948	603.00.5300.444.60045	28.50
UNIFIRST CORPORATION	090 0165735	07/02/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0165735	07/02/2013	1051948	603.00.5300.444.60045	39.21
WESTERN PETROLEUM COMPANY	97120443-41801	07/02/2013	112741	603.140.1450050	785.18
XCEL ENERGY	371033808	06/26/2013	51-5279113-0	603.00.5300.444.40010	242.88
XCEL ENERGY	371033808	06/26/2013	51-5279113-0	603.00.5300.444.40020	1,619.49
YOCUM OIL COMPANY, INC.	562511	06/26/2013	502860	603.140.1450060	6,264.40
ZARNOTH BRUSH WORKS	0144613-IN	06/26/2013	0029614	603.140.1450050	470.25
ZIEGLER INC	PC001475199	06/26/2013	4069900	603.00.5300.444.40041	245.38
Fund: 603 - CENTRAL EQUIPMENT					23,194.67
GS DIRECT, INC.	298516	06/26/2013	CIT165	604.00.2200.416.60005	62.60
OFFICEMAX INC	260591	06/26/2013	687054	604.00.2200.416.60005	119.66
OFFICEMAX INC	260591	06/26/2013	687054	604.00.2200.416.60010	127.09
S & T OFFICE PRODUCTS	MAY 2013	06/26/2013	MAY 2013	604.00.2200.416.60005	212.16
S & T OFFICE PRODUCTS	MAY 2013	06/26/2013	MAY 2013	604.00.2200.416.60005	295.32
S & T OFFICE PRODUCTS	MAY 2013	06/26/2013	MAY 2013	604.00.2200.416.60010	1,050.98
Fund: 604 - CENTRAL STORES					1,867.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BETTS, BETH	1055	06/27/2013	SUMMER PLANTING	605.00.7500.460.30700	486.97
COMMON SENSE BUILDING SERVICES, INC.	31426	07/02/2013	6/17/13	605.00.7500.460.40040	3,717.55
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	605.00.7500.460.30550	3.50
HILLYARD INC	600727650	06/26/2013	274069	605.00.7500.460.60011	160.39
HOME DEPOT CREDIT SERVICES	4/12/13 6035 3225 0206 1959	06/26/2013	6035 3225 0206 1959	605.00.7500.460.60011	239.21
HOME DEPOT CREDIT SERVICES	6/13/13 6035 3225 0206 1959	07/02/2013	6035 3225 0206 1959	605.00.7500.460.60016	137.04
J.H. LARSON COMPANY	S100323643.001	06/26/2013	29039	605.00.7500.460.60016	76.68
LONE OAK COMPANIES	6/26/13	06/26/2013	POSTAGE UTILITY BILLS	605.00.7500.460.50035	1,417.23
NEOPOST USA INC	n4025320	06/26/2013	N13011544 APRIL TO JUL 2013	605.00.7500.460.40050	835.58
XCEL ENERGY	371033808	06/26/2013	51-5279113-0	605.00.7500.460.40020	7,985.20
Fund: 605 - CITY FACILITIES					15,059.35
AT & T MOBILITY	28723771092x06122013	06/26/2013	287237771092	606.00.1400.413.50020	27.79
GENESIS EMPLOYEE BENEFITS, INC	19137	06/19/2013	5/31/13	606.00.1400.413.30550	14.83
INTEGRA TELECOM	120339172	06/26/2013	6/24/13-7/23/13 002129	606.00.1400.413.50070	483.69
INTEGRA TELECOM	120340587	06/26/2013	7/24/13-8/23/13	606.00.1400.413.50070	483.69
INTEGRA TELECOM	11009259	06/26/2013	645862	606.00.1400.413.50020	867.50
INTERNAL REVENUE SERVICE	FORM 720	07/02/2013	41-6005255 FORM 720	606.00.1400.413.30550	1.00
MID AMERICA METER, INC.	726573	06/26/2013	1259	606.00.1400.413.80610	1,374.74
MN DEPT OF REVENUE	6/20/13	06/20/2013	MAY 2013 SALES AND USE TAX	606.00.1400.413.50070	2.20
OFFICE OF ENTERPRISE TECHNOLOGY	DV130500462	06/26/2013	200800171	606.00.1400.413.30750	311.81
OPTUMHEALTH	169614	11/21/2012	JUNE, FLEX, FHRA, FLEX/HRA	606.00.1400.413.30550	6.65
SPRINT	842483314-139	07/02/2013	842483314	606.00.1400.413.50020	85.97
SPRINT	842483314-139	07/02/2013	842483314	606.46.0000.3660000	(1,925.00)
TDS METROCOM	6/13/13 651 451 1944	06/26/2013	651 451 1944	606.00.1400.413.50020	263.54
Fund: 606 - TECHNOLOGY FUND					1,998.41
CAPSTONE HOMES	61765/61647	06/26/2013	ESCROW REFUND-7527 & 7523 AUBURN CT	702.229.2299800	5,000.00
CAPSTONE HOMES	6/5/13	07/02/2013	7534 AUBURN CT	702.229.2299800	2,500.00
CARLSON MCCAIN, INC.	0018952	07/02/2013	4476-00	702.229.2283300	2,500.00
DAKOTA CTY PROP TAXATION & RECORDS	5/1/13	07/02/2013	ABSTRACT FEE	702.229.2289101	46.00
DAKOTA CTY PROP TAXATION & RECORDS	5/1/13	07/02/2013	ABSTRACT FEE	702.229.2290701	46.00
EAGAN LODGING GROUP, LLC	6/6/13	06/26/2013	ESCROW BALANCE REFUND	702.229.2293001	448.80
EDWARDS,MICHAEL	6/14/13	06/26/2013	REIMBURSE-BOLT SIGNS	702.229.2284300	20.74
EDWARDS,MICHAEL	6/14/13	06/26/2013	REIMBURSE-BOLT SIGNS	702.229.2289901	20.74
EMMONS & OLIVIER RESOURCES	00095-0037-3	07/02/2013	00095-0037	702.229.2282100	230.50
EMMONS & OLIVIER RESOURCES	00095-0037-3	07/02/2013	00095-0037	702.229.2295901	1,456.25
EMMONS & OLIVIER RESOURCES	00095-0038-1	07/02/2013	00095-0038	702.229.2289901	1,673.96
HEALTH EAST	19454	06/26/2013	5/2/13	702.229.2291000	13,178.59
LILLIE SUBURBAN NEWSPAPERS	5/31/13	07/02/2013	001363	702.229.2296101	26.20
LILLIE SUBURBAN NEWSPAPERS	5/31/13	07/02/2013	001363	702.229.2297001	26.20
LILLIE SUBURBAN NEWSPAPERS	5/31/13	07/02/2013	001363	702.229.2297201	36.03
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2282901	124.72
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2284300	124.72
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2288100	124.72
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2289500	124.72
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2289901	249.47
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2291600	124.72
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2296800	124.72
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2300300	124.72
NEWMAN SIGNS INC	TI-0262416	07/02/2013	INV002	702.229.2301100	124.72
RAMSEY COUNTY SHERIFF'S DEPT	62CR129322	07/02/2013	CHARLEY LEE ADAMS	702.229.2291000	500.00
SCOTT COUNTY CLERK OF COURT	2013000546	07/02/2013	NICHOLAS JOHN MCGUIGGAN	702.229.2291000	335.00
Fund: 702 - ESCROW FUND					29,292.24
Grand Total					836,974.27

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for City Project No. 2006-08 – Asher Water Tower Replacement

Meeting Date: July 8, 2013
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT* *EB*

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: Water Operating Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 for City Project No. 2006-08 – Asher Water Tower Replacement.

SUMMARY

The improvements were ordered by the City Council on March 26, 2012. The contract was awarded in the amount of \$2,187,000 to CB & I, Inc. on November 26, 2012 for City Project No. 2006-08 – Asher Water Tower Replacement.

The contractor has completed the work through May 31, 2013 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 3 in the amount of \$239,400.00 for work on City Project No. 2006-08 – Asher Water Tower Replacement.

SDT/kf
Attachment: Pay Voucher No. 3



CB&I Inc. - Steel Plate Structures

9550 HICKMAN ROAD
CLIVE, IOWA 50326-5316

INVOICE

INVOICE NO. 184000-03
 APPLICATION NO. 3
 INVOICE DATE 06/13/13
 DUE DATE 07/23/13
 TERMS Net 40
A/P VENDOR NO. 05641

MAIL TO: Short Elliott Hendrickson Inc. 3635 Vadnais Center Drive St. Paul, MN 55110-5196	SOLD TO: City of Inver Grove Heights 8150 Barbara Ave Inver Grove Heights, MN 55077-3410
Attn: John Chlebeck Ph: 651-490-2000	Attn: Jim Sweeney Ph: 651-450-2565
Job Location: Inver Grove Heights, MN	
SEH Reference No.: INVER 120095	
City Project No.: 2006-08	

Work From Date: 05/01/13
 Work Thru Date: 05/31/13
 CBI Contract No. 37184000
 CBI Customer No. 931374
 Project Manager James T. Julien

DESCRIPTION	Original Contract Price	\$2,187,000.00
0.75MG Elevated Water Storage Tank	Change Order	\$0.00
	Total Contract Price	\$2,187,000.00

SCHEDULE OF VALUES	UNITS OF MEASURE	TOTAL PRICE	TOTAL UNITS	OR % COMPLETE	TOTAL COMPLETE
1 Mobilization	LS	\$25,000.00	1	-	\$0.00
2 Remove Bituminous Pavement	SY	\$780.00	60	-	\$0.00
3 Remove Concrete Curb & Gutter	LF	\$1,275.00	75.0	-	\$0.00
4 Remove Storm Sewer Pipe	LF	\$975.00	65	-	\$0.00
5 Common Excavation (CV) (P)	CY	\$28,050.00	1,650	165	\$2,805.00
6 Select Topsoil Brow (CV)	CY	\$5,000.00	200	-	\$0.00
7 Aggregate Base Class 5	Ton	\$6,800.00	425	-	\$0.00
8 Select Granular Borrow - Mod 5% (CV)	CY	\$13,600.00	800	-	\$0.00
9 Geotextile, Type V	SY	\$2,160.00	1,200	-	\$0.00
10 Type SP 9.5 Wearing Course Mix (3,C)	Ton	\$11,570.00	130	-	\$0.00
11 Type SP 12.5 Non-Wearing Course Mix (3,C)	Ton	\$11,570.00	130	-	\$0.00
12 B612 Concrete Curb & Gutter	LF	\$9,100.00	650	-	\$0.00
13 Connect to Existing Sanitary Sewer	EA	\$1,200.00	1	-	\$0.00
14 Sanitary Sewer Manhole	LF	\$2,920.00	8	-	\$0.00
15 6" PVC Pipe Sewer, SDR 35	LF	\$5,216.00	163	-	\$0.00
16 Connect to Existing Water Main	EA	\$780.00	1	-	\$0.00
17 Modular Block Retaining Wall	SF	\$8,250.00	165	-	\$0.00
18 Trail (Wood Chip)	LS	\$1,900.00	1	-	\$0.00
19 6" Water Main Ductile Iron, CL. 52	LF	\$4,640.00	16	-	\$0.00
20 16" Water Main Ductile Iron, CL. 52	LF	\$14,190.00	165	-	\$0.00
21 Hydrant	LF	\$3,300.00	1.0	-	\$0.00
22 6" Gate Valve & Box	LF	\$1,600.00	1	-	\$0.00
23 Ductile Iron Fittings	LBS	\$1,224.00	408	-	\$0.00
24 Connect to Existing Storm Sewer	EA	\$730.00	1	-	\$0.00
25 Over Flow Catch Basin	LF	\$5,600.00	4	-	\$0.00
26 Catch Basin Manhole	LF	\$7,084.00	16	-	\$0.00
27 2' x 3' Catch Basin	LF	\$2,240.00	4	-	\$0.00
28 15" RCP, Class V	LF	\$1,683.00	33	-	\$0.00
29 18" RCP, Class V	LF	\$7,875.00	175	-	\$0.00
30 4" Perforated Drain Pipe w/ Geotextile Sock	LF	\$700.00	100	-	\$0.00
31 4" Solid White - Paint	LF	\$550.00	275	-	\$0.00
32 Handicap Symbol - Paint (White)	EA	\$470.00	1	-	\$0.00
33 Parking and Traffic Signage	LS	\$470.00	1	-	\$0.00
34 Temporary Chain Link Fence (8' High)	LF	\$3,290.00	700	980	\$4,606.00
35 Temporary Chain Link Security Gate	EA	\$410.00	1	2	\$820.00
36 Hydroseeding, Mix 260	AC	\$1,350.00	1	-	\$0.00
37 Silt Fence, Machine Type	LF	\$2,100.00	700	669	\$2,007.00
38 Bioroll	LF	\$345.00	150	-	\$0.00
39 Basic Electrical	LS	\$62,680.00	1	-	\$0.00
40 Telemetry System	LS	\$42,000.00	1	-	\$0.00
41 Bonds & Insurance	LS	\$29,000.00	1	100%	\$29,000.00
42 Foundation Drawings	LS	\$28,000.00	1	100%	\$28,000.00
43 Tank Drawings	LS	\$42,000.00	1	100%	\$42,000.00
44 Foundation Construction	LS	\$315,000.00	1	85%	\$267,750.00
45 Preliminary Site Work	LS	\$25,000.00	1	10%	\$2,500.00
46 Tank Materials	LS	\$305,000.00	1	100%	\$305,000.00
47 Tank Fabrication and Ship	LS	\$199,000.00	1	0%	\$0.00
48 Steel Tank Erection	LS	\$439,523.00	1	0%	\$0.00
49 Coating and Disinfection	LS	\$438,800.00	1	0%	\$0.00
50 Dehumidification	LS	\$45,000.00	1	0%	\$0.00
51 Wall Partition and Ceiling	LS	\$20,000.00	1	0%	\$0.00
		\$2,187,000.00		31%	\$684,488.00

Total Completed to Date	\$684,488.00
Less: Retention 5%	\$34,224.40
Total Amount Billed to Date	\$650,263.60
Less: Amount Previously Invoiced	\$410,863.60
Current Amount Due	\$239,400.00

Regular Mail:
 CB&I Inc.
 PO Box 846217
 Dallas, TX 75284-6217

Overnight Mail:
 Bank of America Lockbox Services
 CB&I Inc. - Lockbox 846217
 1950 N. Stemmons Frwy, Suite 5010
 Dallas, TX 75207

Bank of America EFT Information
 Account Name: CB&I Inc.
 Account Number: 3756272668
 ABA: 111000012 (ACH Only)
 ABA: 026009593 (Wire Only)

DIRECT QUESTIONS REGARDING:

INVOICE PAYMENT: Gayla Zenz, A/R Manager 515-254-9502 gzenz@cbi.com
 INVOICE BILLING: Joanne Nealon, A/R Administrator 515-254-9505 jnealon@cbi.com
 INVOICE BILLING: Dian Spake, A/R Administrator 515-254-9506 dspake@cbi.com

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Inver Grove Heights
 (OWNER) 8150 Barbara Ave
 Inver Grove Heights, MN 55077-3410

CUSTOMER PROJECT:
 2006-08

AIA DOCUMENT G702

CB&I INVOICE NO. 184000-03
APPLICATION NO. 3

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 OTHER

FROM (CONTRACTOR):

CB&I Inc. - Steel Plate Structures
 9550 Hickman Road Clive, IA 50325-5316
CONTRACT FOR: 0.75MG Elevated Water Storage Tank

VIA (ENGINEER):
 Short Elliott Hendrickson Inc.
 3535 Vadnais Center Drive
 St. Paul, MN 55110-5196

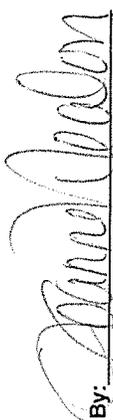
WORK FROM DATE: 05/01/13
WORK THRU DATE: 05/31/13
ENG. PROJECT NO: INVER 120095
CONTRACT DATE: 11/26/12

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		0.00	0.00
TOTAL			
Approved this Application			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders		0.00	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that the Work covered by this Application for Payment has been completed in accordance with Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CB&I Inc. - Steel Plate Structures

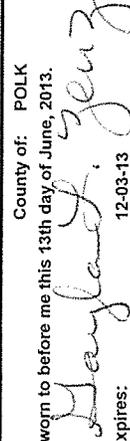
By: 
 A/R Administrator Date: 06/13/13

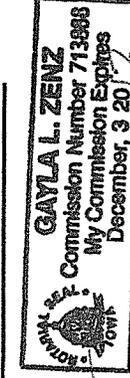
Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$2,187,000.00
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1+/-2) \$2,187,000.00
4. TOTAL COMPLETED & STORED TO DATE (Col K on G703) \$684,488.00
5. RETAINAGE:
 - a. 5% of Completed Work \$34,224.40
(Col G + I on G703)
 - b. 0% of Stored Material 0.00
(Col J on G703)
6. TOTAL EARNED LESS RETAINAGE \$34,224.40
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$650,263.60
8. CURRENT PAYMENT DUE \$410,863.60
9. BALANCE TO FINISH, PLUS RETAINAGE \$239,400.00
(Line 3 less Line 6) \$1,536,736.40

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By: 
 Notary Public Date: 06/13/13
 My Commission expires: 12-03-13



AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: Short Elliott Hendrickson Inc.
 By:  Date: 6/21/13
OWNER: City of Inver Grove Heights
 By: _____ Date: _____
FUNDING AGENCY: USDA
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached in tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

CB&I INC. - INVOICE NUMBER: 184000-03
 APPLICATION NUMBER: 3
 APPLICATION DATE: 06/13/13
 WORK FROM DATE: 05/01/13
 WORK THRU DATE: 05/31/13

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	UNIT PRICE	UOM	TOTAL UNITS	WORK FROM PREVIOUS APPLICATIONS	PREVIOUS % (G Div-C) or UNITS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN G or I)	TOTAL COMPLETED AND STORED TO DATE (G+I+J)	TOTAL TO DATE QTY/OR % (K Div-C)	BALANCE TO FINISH (C-K)	PREVIOUS RETAINAGE 5%	CURRENT RETAINAGE 5%	TOTAL RETAINAGE 5%
1	Mobilization	\$ 25,000.00	\$ 25,000.00	LS	1.0	0.00	0	0.00	0.00	0.00	0	25,000.00	0.00	0.00	0.00
2	Remove Bituminous Pavement	\$ 780.00	\$ 13.00	SY	60.0	0.00	0	0.00	0.00	0.00	0	780.00	0.00	0.00	0.00
3	Remove Concrete Curb & Gutter	\$ 1,275.00	\$ 17.00	LF	75.0	0.00	0	0.00	0.00	0.00	0	1,275.00	0.00	0.00	0.00
4	Remove Storm Sewer Pipe	\$ 975.00	\$ 15.00	LF	65.0	0.00	0	0.00	0.00	0.00	0	975.00	0.00	0.00	0.00
5	Common Excavation (CV) (P)	\$ 28,050.00	\$ 17.00	CY	1,650.0	2,805.00	165	0.00	0.00	2,805.00	165	25,245.00	140.25	0.00	140.25
6	Select Topsoil Brow (CV)	\$ 5,000.00	\$ 25.00	CY	200.0	0.00	0	0.00	0.00	0.00	0	5,000.00	0.00	0.00	0.00
7	Aggregate Base Class 5	\$ 6,800.00	\$ 16.00	Ton	425.0	0.00	0	0.00	0.00	0.00	0	6,800.00	0.00	0.00	0.00
8	Select Granular Borrow - Mod 5% (CV)	\$ 13,600.00	\$ 17.00	CY	800.0	0.00	0	0.00	0.00	0.00	0	13,600.00	0.00	0.00	0.00
9	Geotextile, Type V	\$ 2,160.00	\$ 1.80	SY	1,200.0	0.00	0	0.00	0.00	0.00	0	2,160.00	0.00	0.00	0.00
10	Type SP 9.5 Wearing Course Mix (3.C)	\$ 11,570.00	\$ 89.00	Ton	130.0	0.00	0	0.00	0.00	0.00	0	11,570.00	0.00	0.00	0.00
11	Type SP 12.5 Non-Wearing Course Mix (3.C)	\$ 9,100.00	\$ 14.00	LF	650.0	0.00	0	0.00	0.00	0.00	0	9,100.00	0.00	0.00	0.00
12	B612 Concrete Curb & Gutter	\$ 1,200.00	\$ 1,200.00	EA	1.0	0.00	0	0.00	0.00	0.00	0	1,200.00	0.00	0.00	0.00
13	Connect to Existing Sanitary Sewer	\$ 2,920.00	\$ 365.00	LF	8.0	0.00	0	0.00	0.00	0.00	0	2,920.00	0.00	0.00	0.00
14	Sanitary Sewer Manhole	\$ 5,216.00	\$ 32.00	LF	163.0	0.00	0	0.00	0.00	0.00	0	5,216.00	0.00	0.00	0.00
15	6" PVC Pipe Sewer, SDR 35	\$ 780.00	\$ 780.00	EA	1.0	0.00	0	0.00	0.00	0.00	0	780.00	0.00	0.00	0.00
16	Connect to Existing Water Main	\$ 8,250.00	\$ 50.00	SF	165.0	0.00	0	0.00	0.00	0.00	0	8,250.00	0.00	0.00	0.00
17	Modular Block Retaining Wall	\$ 1,900.00	\$ 1,900.00	LS	1.0	0.00	0	0.00	0.00	0.00	0	1,900.00	0.00	0.00	0.00
18	Trail (Wood Chip)	\$ 4,640.00	\$ 290.00	LF	16.0	0.00	0	0.00	0.00	0.00	0	4,640.00	0.00	0.00	0.00
19	6" Water Main Ductile Iron, CL. 52	\$ 14,190.00	\$ 86.00	LF	165.0	0.00	0	0.00	0.00	0.00	0	14,190.00	0.00	0.00	0.00
20	16" Water Main Ductile Iron, CL. 52	\$ 3,300.00	\$ 3,300.00	LF	1.0	0.00	0	0.00	0.00	0.00	0	3,300.00	0.00	0.00	0.00
21	Hydrant	\$ 1,600.00	\$ 1,600.00	LF	1.0	0.00	0	0.00	0.00	0.00	0	1,600.00	0.00	0.00	0.00
22	6" Gate Valve & Box	\$ 1,224.00	\$ 1,224.00	LBS	408.0	0.00	0	0.00	0.00	0.00	0	1,224.00	0.00	0.00	0.00
23	Ductile Iron Fittings	\$ 730.00	\$ 730.00	EA	1.0	0.00	0	0.00	0.00	0.00	0	730.00	0.00	0.00	0.00
24	Connect to Existing Storm Sewer	\$ 5,600.00	\$ 1,400.00	LF	4.0	0.00	0	0.00	0.00	0.00	0	5,600.00	0.00	0.00	0.00
25	Over Flow Catch Basin	\$ 7,084.00	\$ 440.00	LF	16.1	0.00	0	0.00	0.00	0.00	0	7,084.00	0.00	0.00	0.00
26	Catch Basin Manhole	\$ 2,240.00	\$ 560.00	LF	4.0	0.00	0	0.00	0.00	0.00	0	2,240.00	0.00	0.00	0.00
27	2' x 3' Catch Basin	\$ 1,683.00	\$ 51.00	LF	33.0	0.00	0	0.00	0.00	0.00	0	1,683.00	0.00	0.00	0.00
28	15" RCP, Class V	\$ 7,875.00	\$ 45.00	LF	175.0	0.00	0	0.00	0.00	0.00	0	7,875.00	0.00	0.00	0.00
29	18" RCP, Class V	\$ 700.00	\$ 7.00	LF	100.0	0.00	0	0.00	0.00	0.00	0	700.00	0.00	0.00	0.00
30	4" Perforated Drain Pipe w/ Geotextile Sock	\$ 550.00	\$ 2.00	LF	275.0	0.00	0	0.00	0.00	0.00	0	550.00	0.00	0.00	0.00
31	4" Solid White - Paint	\$ 470.00	\$ 470.00	EA	1.0	0.00	0	0.00	0.00	0.00	0	470.00	0.00	0.00	0.00
32	Handicap Symbol - Paint (White)	\$ 470.00	\$ 470.00	EA	1.0	0.00	0	0.00	0.00	0.00	0	470.00	0.00	0.00	0.00
33	Parking and Traffic Signage	\$ 470.00	\$ 470.00	LS	1.0	0.00	0	0.00	0.00	0.00	0	470.00	0.00	0.00	0.00
34	Temporary Chain Link Fence (8' High)	\$ 3,290.00	\$ 4.70	LF	700.0	4,606.00	980	0.00	0.00	4,606.00	980	(1,316.00)	230.30	0.00	230.30
35	Temporary Chain Link Security Gate	\$ 410.00	\$ 410.00	EA	1.0	820.00	2	0.00	0.00	820.00	2	(410.00)	41.00	0.00	41.00
36	Hydroseeding, Mix 260	\$ 1,350.00	\$ 2,700.00	AC	0.5	0.00	0	0.00	0.00	0.00	0	1,350.00	0.00	0.00	0.00
37	Silt Fence, Machine Type	\$ 2,100.00	\$ 3.00	LF	700.0	2,007.00	669	0.00	0.00	2,007.00	669	93.00	100.35	0.00	100.35
38	Bioroll	\$ 345.00	\$ 3.00	LF	150.0	0.00	0	0.00	0.00	0.00	0	345.00	0.00	0.00	0.00
39	Basic Electrical	\$ 62,680.00	\$ 62,680.00	LS	1.0	0.00	0	0.00	0.00	0.00	0	62,680.00	0.00	0.00	0.00
40	Telemetry System	\$ 42,000.00	\$ 42,000.00	LS	1.0	0.00	0	0.00	0.00	0.00	0	42,000.00	0.00	0.00	0.00
41	Bonds & Insurance	\$ 29,000.00	\$ 29,000.00	LS	1.0	29,000.00	100%	0.00	0.00	29,000.00	100%	0.00	1,450.00	0.00	1,450.00
42	Foundation Drawings	\$ 28,000.00	\$ 28,000.00	LS	1.0	28,000.00	100%	0.00	0.00	28,000.00	100%	0.00	1,400.00	0.00	1,400.00
43	Tank Drawings	\$ 42,000.00	\$ 42,000.00	LS	1.0	42,000.00	100%	0.00	0.00	42,000.00	100%	0.00	2,100.00	0.00	2,100.00
44	Foundation Construction	\$ 315,000.00	\$ 315,000.00	LS	1.0	15,750.00	5%	252,000.00	0.00	267,750.00	85%	47,250.00	787.50	12,600.00	13,387.50
45	Preliminary Site Work	\$ 25,000.00	\$ 25,000.00	LS	1.0	2,500.00	10%	0.00	0.00	2,500.00	10%	22,500.00	125.00	0.00	125.00
46	Tank Materials	\$ 305,000.00	\$ 305,000.00	LS	1.0	305,000.00	100%	0.00	0.00	305,000.00	100%	0.00	15,250.00	0.00	15,250.00
47	Tank Fabrication and Ship	\$ 199,000.00	\$ 199,000.00	LS	1.0	0.00	0%	0.00	0.00	0.00	0%	199,000.00	0.00	0.00	0.00
48	Steel Tank Erection	\$ 439,523.00	\$ 439,523.00	LS	1.0	0.00	0%	0.00	0.00	0.00	0%	439,523.00	0.00	0.00	0.00
49	Coating and Disinfection	\$ 438,800.00	\$ 438,800.00	LS	1.0	0.00	0%	0.00	0.00	0.00	0%	438,800.00	0.00	0.00	0.00
50	Dehumidification	\$ 45,000.00	\$ 45,000.00	LS	1.0	0.00	0%	0.00	0.00	0.00	0%	45,000.00	0.00	0.00	0.00
51	Wall Partition and Ceiling	\$ 20,000.00	\$ 20,000.00	LS	1.0	0.00	0%	0.00	0.00	0.00	0%	20,000.00	0.00	0.00	0.00
		\$ 2,187,000.00				432,488.00	20%	252,000.00	0.00	684,488.00	31%	1,502,512.00	21,624.40	12,600.00	34,224.40



CB&I Inc. - Steel Plate Structures

9550 HICKMAN ROAD
CLIVE, IOWA 50325-5316

PARTIAL WAIVER OF LIEN

To: **City of Inver Grove Heights**
8150 Barbara Ave
Inver Grove Heights, MN 55077-3410

CB&I Contract Number: **37184000**

We, having been engaged by you to perform work in the construction of

0.75MG Elevated Water Storage Tank

at job location site: **Inver Grove Heights, MN**

in accordance with the AGREEMENT SIGNED/EFFECTIVE DATE OF **November 26, 2012**
certify that we have fully paid for all work, labor, material, and equipment furnished to
date by us, or by our subcontractors, or material men. In consideration of the payment
to us of **\$239,400.00** for the following invoice(s).

<u>Work Thru Date</u>	<u>Invoice Number</u>	<u>Amount</u>
May-31-13	184000-03	\$239,400.00

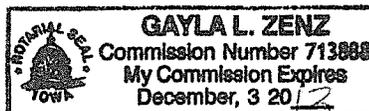
We hereby release to the extent of payment for said invoice(s) any and all lien, or right of lien, on account of labor and/or material furnished in the performance of our work. This partial waiver of lien is limited to the work included in said invoice(s), and this waiver does not extend to any labor and/or material furnished by us on prior or subsequent invoice(s).

Executed this 13th day of June, 2013.

By: *Joanne Dealon*
A/R Administrator
CB&I Inc. - Steel Plate Structures

Subscribed and sworn to before me this 13th day of June, 2013.

By: *Gayla L. Zenz*
Notary Public



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for Lot 3, Block 2, Orchard Trail (Heinsch) 1735 86th Court East

Meeting Date: July 8, 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

TJK

SXT

	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 Agreement for a new home to be built at 1735 86th Court East.

SUMMARY

The owners of 1735 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, Joseph and Michelle Heinsch, 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.

It is recommended that the City Council approve the Custom Grading Agreement for 1735 86th Court (Lot 3, Block 2, Orchard Trail) and authorize the Mayor to execute the Agreements. The owners will provide surety as they apply for a building permit in the coming weeks.

TJK/kf

Attachments: Custom Grading Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 3, BLOCK 2, ORCHARD TRAIL
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 8th day of July, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

1.3 OWNER. "Owner" means Joseph Heinsch and Michelle Heinsch, husband and wife.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform their 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 their 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 their behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.

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

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

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

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

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

If to Owner: Joseph and Michelle Heinsch
7260 Brittany Lane
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.

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

Lot 3, Block 2, Orchard Trail, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans.

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or their 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 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

3.8 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 Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

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

Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original

text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

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

- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

ARTICLE 10 **ESCROW DEPOSIT**

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

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending

December 31, 2016. 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, 2016, 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 an Owner Default, for any of the following reasons:

- a.) an Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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 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 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 grading, drainage and erosion control and landscaping on the Owner Property 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.

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$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. Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded by the Owner with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

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

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

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of

its obligations under this Custom Grading Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Custom Grading Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

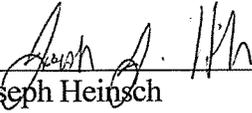
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of July, 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:



Joseph Heinsch



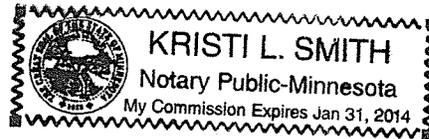
Michelle Heinsch

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 1st day of July, 2013, by Joseph Heinsch and Michelle Heinsch, husband and wife.



Notary Public



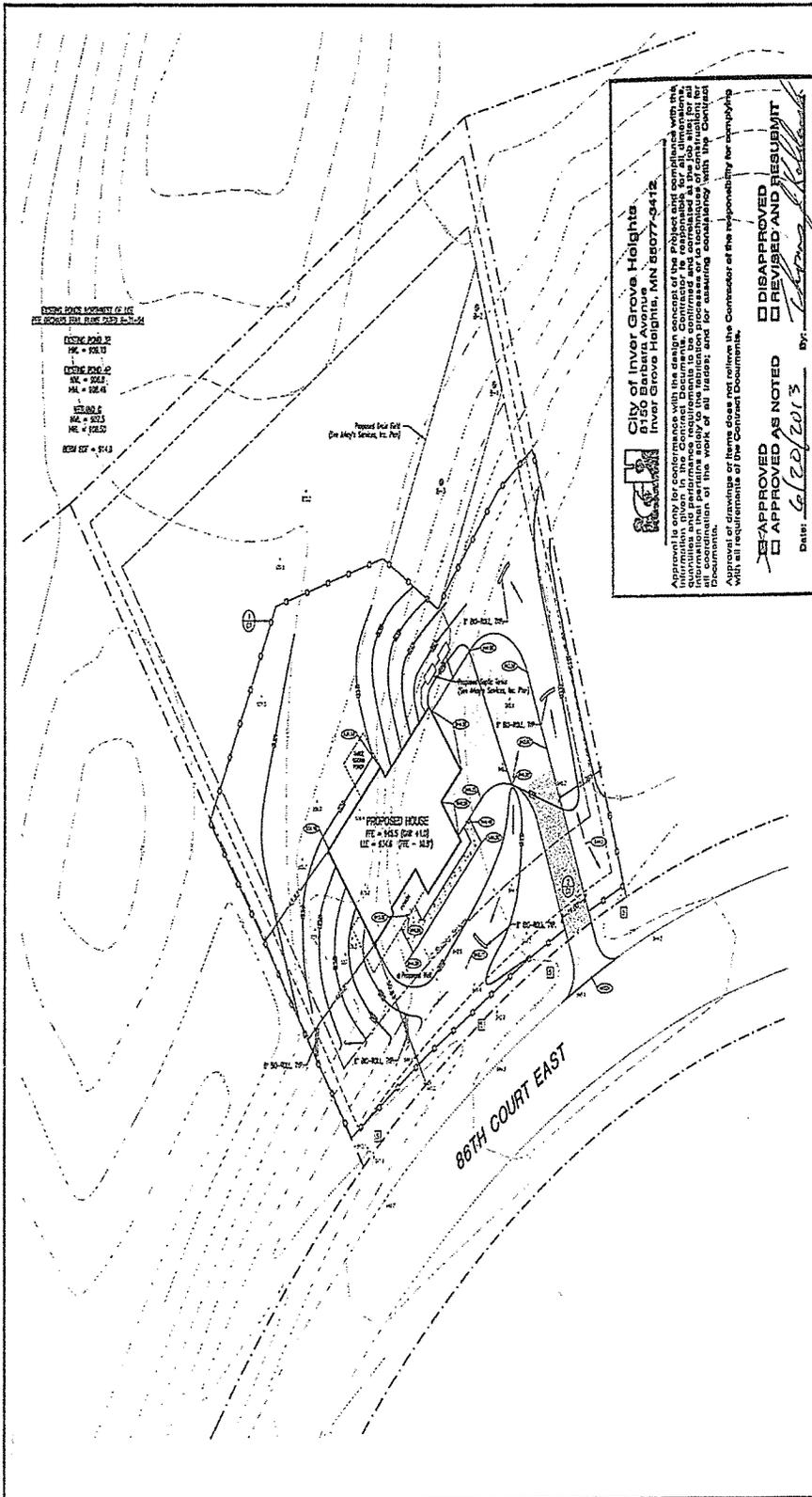
THIS INSTRUMENT DRAFTED BY:
LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Grading and Erosion Control Plan	6/18/13	Rehder & Associates, Inc.

The above-listed plan was approved by the City Engineer on June 20, 2013.



EXISTING OWNER PROPERTY OF LIT
 THE SCHOOL FOR PUBLIC CHILDREN

EXISTING POND #1
 PKL # 108.13

EXISTING POND #2
 PKL # 108.14

VEGETATION
 PKL # 108.15
 PKL # 108.16

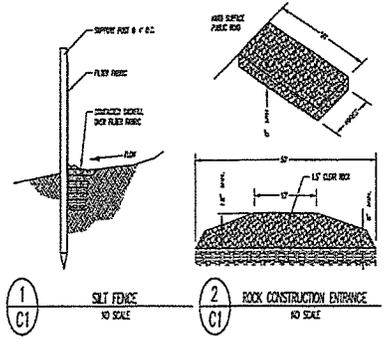
SEWER LINE # 108.17

City of Inver Grove Heights
 Inver Grove Heights, MN 55077-9472

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

APPROVED AS NOTED
 DISAPPROVED
 REVISED AND RESUBMIT

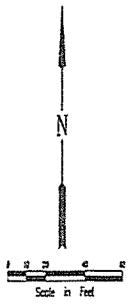
Date: 6/20/2013 By: [Signature]



- GRAZING NOTES**
- 1. All erosion control measures shall be installed prior to grazing operations and maintained until all areas disturbed have been restored.
 - 2. Soil establishment and seed shall be MGS2 Mixture 773 @ 120 lbs/acre, for 2013 shall be 15-10-10 (NPK) commercial grade, and match shall be MGS2 Type 1 or similar fresh, clean, strongly rooted and not less than 2 years old with a uniform thickness of not less than 2 inches and free of weeds.
 - 3. No sediment allowed to discharge from any high point in road.
 - 4. Do not disturb existing sites in 800' Court East.
 - 5. Grazing slopes shall be a maximum of 4:1.
- EROSION CONTROL NOTES**
- 1. All erosion control measures shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
 - 2. Sweep paved public streets as necessary where construction sediment has been deposited.
 - 3. Erosion control measures shall be installed per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - 4. Temporary soil stabilization must have all fence around them and cannot be placed in surface water, including storm water conveyance such as curb and gutter systems, or roadside and ditches.
 - 5. Excess silt/sediment from concrete trucks shall be disposed of in portable washed concrete basin or disposed of in a contained area.

LOT AREA = 1.16 ACRES
 DISTURBED AREA = 0.5 ACRES
 CUT = 575 C.Y.
 FILL = 460 C.Y.

- LEGEND**
- BOUNDARY/ROW/BLACK LINE
 - EASEMENT
 - SETBACK
 - PROPOSED CENTERLINE
 - PROPOSED ELEVATION
 - PROPOSED SILT FENCE
 - EXISTING CENTERLINE
 - EXISTING ELEVATION
 - SOIL BORING LOCATION



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, and sediment & erosion control
<u>X</u>	Prior to Certificate of Occupancy	As-built Certificate of Survey
<u>X</u>	Within 6 months after Certificate of Occupancy	landscaping

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Improvement Agreement and Stormwater Facilities Maintenance Agreement for 2060 Upper 55th Street (Woodlyn Heights – Inverwood Realty, LLC)

Meeting Date: July 8, 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

ST

	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 Improvement Agreement and Stormwater Facilities Maintenance Agreement for 2060 Upper 55th Street (Woodlyn Heights – Inverwood Realty, LLC).

SUMMARY

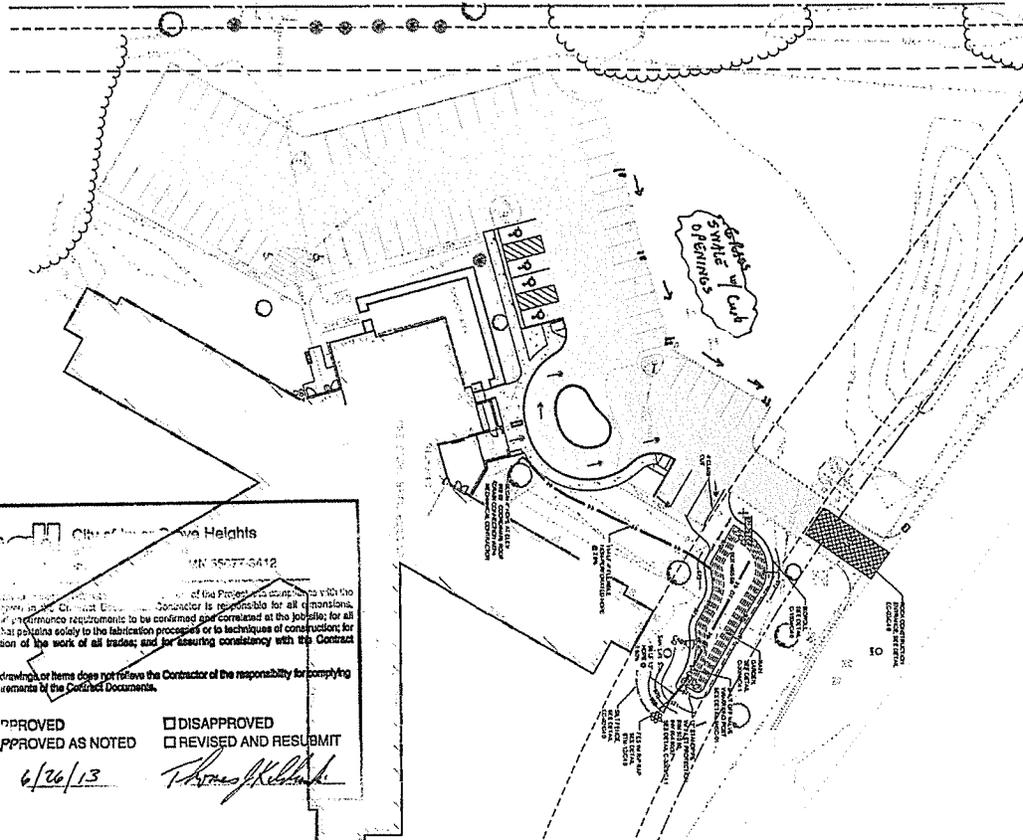
The owners of Woodlyn Heights, Inverwood Realty, LLC, at 2060 Upper 55th Street are ready to proceed with the site improvements on their property that were approved by the City Council on July 25, 2011.

The owners have provided the attached grading and erosion control plans, parking lot plans and storm water plans. They are following requirements which allow the site to drain to a proposed infiltration basin. The owners have executed an Improvement Agreement. They have also signed the Storm Water Facilities Maintenance Agreement (attached) which spells out the conditions to be met for drainage. They will also be providing a surety of \$90,000 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.

It is recommended that the City Council approve the Improvement Agreement and the Storm Water Facilities Maintenance Agreement for 2060 Upper 55th Street and authorize the Mayor to execute the Agreements.

TJK/kf
Attachments: Improvement Agreements with approved plans
Storm Water Facilities Agreement

STORM WATER POLLUTION PREVENTION PLAN



City of Woodlyn Heights
 MN 35277-0412

of the Project is responsible for all equipment and materials used in the construction of the Project. The Contractor is responsible for all equipment and materials used in the construction of the Project. The Contractor is responsible for all equipment and materials used in the construction of the Project.

Approved As Noted
 6/26/13
 [Signature]

CONSTRUCTION ACTIVITY REQUIREMENTS

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AND ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AND ADJACENT PROPERTIES AND UTILITIES.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

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ALL INFORMATION WITHIN THE PLAN SET IS TO BE USED IN ACCORDANCE WITH THE SWPPP NARRATIVE AND DOCUMENTS.

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	6/18/13	[Signature]
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		

SWPPP CONTRACT INFORMATION:

SWPPP CONTRACT INFORMATION:
 CONTRACT NO. [Blank]
 PROJECT NO. [Blank]
 DATE [Blank]

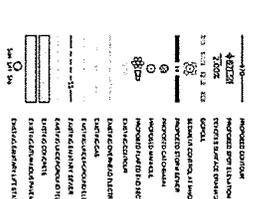
GENERAL NOTES

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
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GRADING NOTES

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LEGEND



WOODLYN HEIGHTS REMODEL

WOODLYN HEIGHTS REMODEL
 CONTRACT NO. [Blank]
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 DATE [Blank]

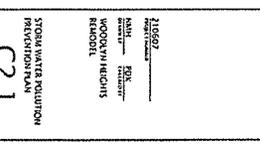
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LEGEND



FEB 18, 2013
 PERMIT SET-FOR CONSTRUCTION
 ORIGINAL DATE: [Blank]
 STATION: [Blank]
 DATE: [Blank]

STORM WATER POLLUTION PREVENTION PLAN
 C2.1

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
2060 UPPER 55TH STREET EAST
INVER GROVE HEIGHTS
DAKOTA COUNTY, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 2060 UPPER 55TH STREET EAST, INVER GROVE HEIGHTS
DAKOTA COUNTY, MN**

THIS AGREEMENT, made and entered into on the 8th day of July, 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.

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 Inver Wood Realty, 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.** Developer 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: Inver Wood Realty, LLC
c/o Tealwood Care Centers
7400 – W 109th Street
Bloomington, MN 55438

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 public utility improvements to be made by Developer and shall

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

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

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

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

ARTICLE 4 **OTHER PERMITS**

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

initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

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

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 reasonable opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. 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, 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; and
- h.) delays in construction of the Developer Improvements.

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 reasonably 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 a building permit, the Developer shall deposit with the City an irrevocable letter of credit or cash deposit 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 8th day of July, 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

**DEVELOPER
INVER WOOD REALTY, LLC**

By: _____
Ralph Strangis
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of July, 2013, before me a Notary Public within and for said County, personally appeared Ralph Strangis, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Inver Wood Realty, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of Inver Wood Realty, LLC by Ralph Strangis who 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 SUBJECT PROPERTY

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

That part of the Southwest Quarter (SW¼) of Section Thirty-three (33), Township Twenty-eight (28) North, Range Twenty-two (22) West, Dakota County, Minnesota described as follows:

Beginning at the point of intersection of the South line of the North 1,012 feet of said Southwest Quarter and the Southerly right-of-way line of County Road No. 18, as described in Document No. 501801; thence North 89 degrees 46 minutes 10 seconds West along said South line of the North 1,012 feet a distance of 78.44 feet to the West line of said Southwest Quarter; thence South 00 degrees 03 minutes 49 seconds East 584.97 feet along the said West line of the Southwest Quarter; thence North 89 degrees 56 minutes 11 seconds East 511.76 feet; thence North 00 degrees 03 minutes 49 seconds West 329.71 feet to said Southerly right-of-way line of County Road No. 18; thence Northwesterly along said Southerly right-of-way line 507.17 feet, more or less, to the point of beginning.

Abstract property

EXHIBIT B

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Existing Conditions and Removals Plan	2/18/13	VAA, LLC
2.) Grading, Drainage and Erosion Control Plan	2/18/13	VAA, LLC
3.) Storm Water Pollution Prevention Plan	2/18/13	VAA, LLC
4.) Paving Plan	2/18/13	VAA, LLC
5.) Civil Details	2/18/13	VAA, LLC
6.) Photometrics Plan	2/18/13	VAA, LLC

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

The Development Plans also include compliance by the Developer with the following:

- a. Conditions set forth in that certain memo from the City Engineer dated July 1, 2011, setting forth various conditions related to stormwater facilities and subsequent engineering comments. The memo is on file with the City.
- b. Geotechnical Exploration Report prepared by Haugo GeoTechnical Services LLC dated August 17, 2011. The report is on file with the City.
- c. The Rain Garden Owners Operation and Maintenance Plan prepared by VAA, LLC and Landscpare Architecture, Inc. dated September 8, 2011. The Rain Garden Owners Operation and Maintenance Plan 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	construction debris clean-up

EXHIBIT D

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION OF DEVELOPER IMPROVEMENTS AND BEFORE OBTAINING A BUILDING PERMIT.** Before the Developer begins construction of the Developer Improvements on the Subject Property and before Developer obtains a building permit, all the following conditions must be satisfied:
 - a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit or cash deposit 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.

- 2.) **CONDITIONS TO BE SATISFIED BEFORE NOVEMBER 15, 2013.** Before November 15, 2013, 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 grading, drainage and erosion control must be completed.
 - c.) All storm water facilities, including, storm water ponds, culverts, catch basins and storm water piping and appurtenances must be installed and functional to a level reasonably approved by the City Engineer.

- 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.)	Grading, Drainage and Erosion Control	\$50,000
2.)	Stormwater Facilities	\$16,000
3.)	Construction Debris Clean-up	\$3,000
4.)	Certified As Built Plans	\$3,000
	SUBTOTAL:	\$72,000
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS	\$90,000
	<u>ESCROW AMOUNT:</u>	\$90,000

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems if all the following circumstances exist:

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 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 RELATING TO
STORM WATER FACILITIES LOCATED ON PROPERTY AT 2060 UPPER 55TH
STREET EAST IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORM WATER FACILITIES LOCATED ON PROPERTY AT 2060 UPPER 55TH STREET EAST (Agreement) is made, entered into and effective this 8th day of July, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Inver Wood Realty, 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 Inver Wood Realty, 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 storm water ponds, infiltration basins, storm water storage facilities, storm water pipes, conduits, culverts, ditches, drainage areas, catch basins, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means the Grading, Drainage and Erosion Control Plan dated February 18, 2013, and approved by the City Engineer on June 26, 2013. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

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

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated July 8, 2013, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City issue a Conditional Use Permit to construct an addition to the main entrance of the existing building located on the Landowner Property and to expand the existing parking lot located on the Landowner Property.

Recital No. 3. The City is willing to issue a Conditional Use Permit for the improvements to be constructed on the Landowner Property if the Landowner complies with the conditions contained in the Conditional Use Permit and if the Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. 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.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

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

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

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

- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such Storm Water Facilities so as to ensure that the Storm Water Facilities operate in conformance with the design parameters.
- ii.) With respect to the Storm Water Facilities, the Responsible Owner must maintain, repair and correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of the surface on top of the Storm Water Facilities; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a preliminary Operations & Maintenance Plan to the City for review and comment before construction and the preliminary Operations & Maintenance Plan, attached hereto as **Exhibit B**, has been approved by the City as the preliminary Operations & Maintenance Plan. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and

before the escrow referenced in number 2 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- v.) The Operations & Maintenance Plan shall contain the following information:
- a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
 - h. The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
 - i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
 - j. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual

report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as reasonably 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 reasonably 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 Conditional Use Permit. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement, deposits the required escrow amounts as provided in the Improvement Agreement and if the other conditions set forth in the Planning Report and Engineering Memo dated July 1, 2011, and subsequent engineering comments relating to the Conditional Use Permit are met, the Council will approve the Conditional Use Permit for the Landowner Property.

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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

If to Landowner: Inver Wood Realty, LLC
c/o Tealwood Care Centers
7400 – W 109th Street
Bloomington, MN 55438

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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of July, 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
INVER WOOD REALTY, LLC**

By: _____
Ralph Strangis
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of July, 2013, before me a Notary Public within and for said County, personally appeared Ralph Strangis, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Inver Wood Realty, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of Inver Wood Realty, LLC by Ralph Strangis who 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, described as follows:

That part of the Southwest Quarter (SW¼) of Section Thirty-three (33), Township Twenty-eight (28) North, Range Twenty-two (22) West, Dakota County, Minnesota described as follows:

Beginning at the point of intersection of the South line of the North 1,012 feet of said Southwest Quarter and the Southerly right-of-way line of County Road No. 18, as described in Document No. 501801; thence North 89 degrees 46 minutes 10 seconds West along said South line of the North 1,012 feet a distance of 78.44 feet to the West line of said Southwest Quarter; thence South 00 degrees 03 minutes 49 seconds East 584.97 feet along the said West line of the Southwest Quarter; thence North 89 degrees 56 minutes 11 seconds East 511.76 feet; thence North 00 degrees 03 minutes 49 seconds West 329.71 feet to said Southerly right-of-way line of County Road No. 18; thence Northwesterly along said Southerly right-of-way line 507.17 feet, more or less, to the point of beginning.

Abstract property

EXHIBIT B
PRELIMINARY OPERATIONS & MAINTENANCE PLAN



2955 Xenium Lane North, Suite 10
 Plymouth, Minnesota 55441
 763.559.9100 Fax: 763.559.6023

Rain Garden Owners Operation and Maintenance Plan

Project: Woodlyn Heights
Date: 09/08/11
Planning No.: 11-17CA
VAA Comm. No.: 10360

Operator: Tealwood Care Centers
Contact: Tim Busch 952-888-2923
Tim.busch@tealwoodcc.com

Installer: TBD

Designed By: VAA, LLC and Landscape Architecture Inc.
Contact: Patrick Koehnen, P.E. (763) 577-9101
pkoehnen@vaaeng.com
 Stephen Mastey, ASLA (651) 646-1020
Stephen@landarcinc.com

Rain Garden Inspections

Inspection Activity	Recommended Frequency	Inspection	Outcomes/Actions
1) Visual Inspection of outlet and rain garden for trash and debris.	Monthly and following large storm events		Notify maintenance staff/contractor of need to remove debris
2) Visual Inspection of Erosion around outlet structures and side slopes.	Monthly and following large storm events		Notify maintenance staff/contractor of need to repair erosion and clean out pipe.
3) Sediment Accumulation	Monthly and following large events		Notify maintenance staff/contractor of need to repair erosion and clean out pipe.
4) Vegetation & Mulch	Once per year. Inspect for dead or diseased plants and void areas. Monthly inspections during growing season for weeds and vegetation damage.		Notify maintenance staff/contractor of need to maintain

Maintenance for Rain Garden

Inspection Activity	Recommended Inspection	Procedure	Maintenance
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2955 Xenium Lane North, Suite 10
 Plymouth, Minnesota 55441
 763.559.9100 Fax: 763.559.6023

	Frequency		
1) Trash and debris removal from inlets, rain garden area and outlets.	Monthly and following large storm events	Handwork	Staff/Contractor
2) Erosion Repair	As needed	Handwork	Staff/Contractor
3) Sediment Removal	As needed when infiltration is reduced	Handwork	Staff/Contractor
4) Vegetation & Mulch	As needed based upon inspection	See landscape plans for details.	Notify maintenance staff/contractor of need to maintain
5) Soil replacement	When infiltration capacity is reduced	Remove clogged layer of soil from rain garden area with appropriate equipment and replace with new material	Staff/Contractor

Sincerely,

Patrick Koehnen, PE

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Access Agreement for the Minnesota Pollution Control Agency (MPCA) "Trestle Stop" Petroleum Remediation Project

Meeting Date: July 8, 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

TJK

SDT

<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:

Fiscal/FTE Impact:

PURPOSE/ACTION REQUESTED

Approve the Intergovernmental Agreement between the MPCA and the City of Inver Grove Heights for an Access Agreement for the Petroleum Remediation Project at the Trestle Stop at 9715 Robert Trail.

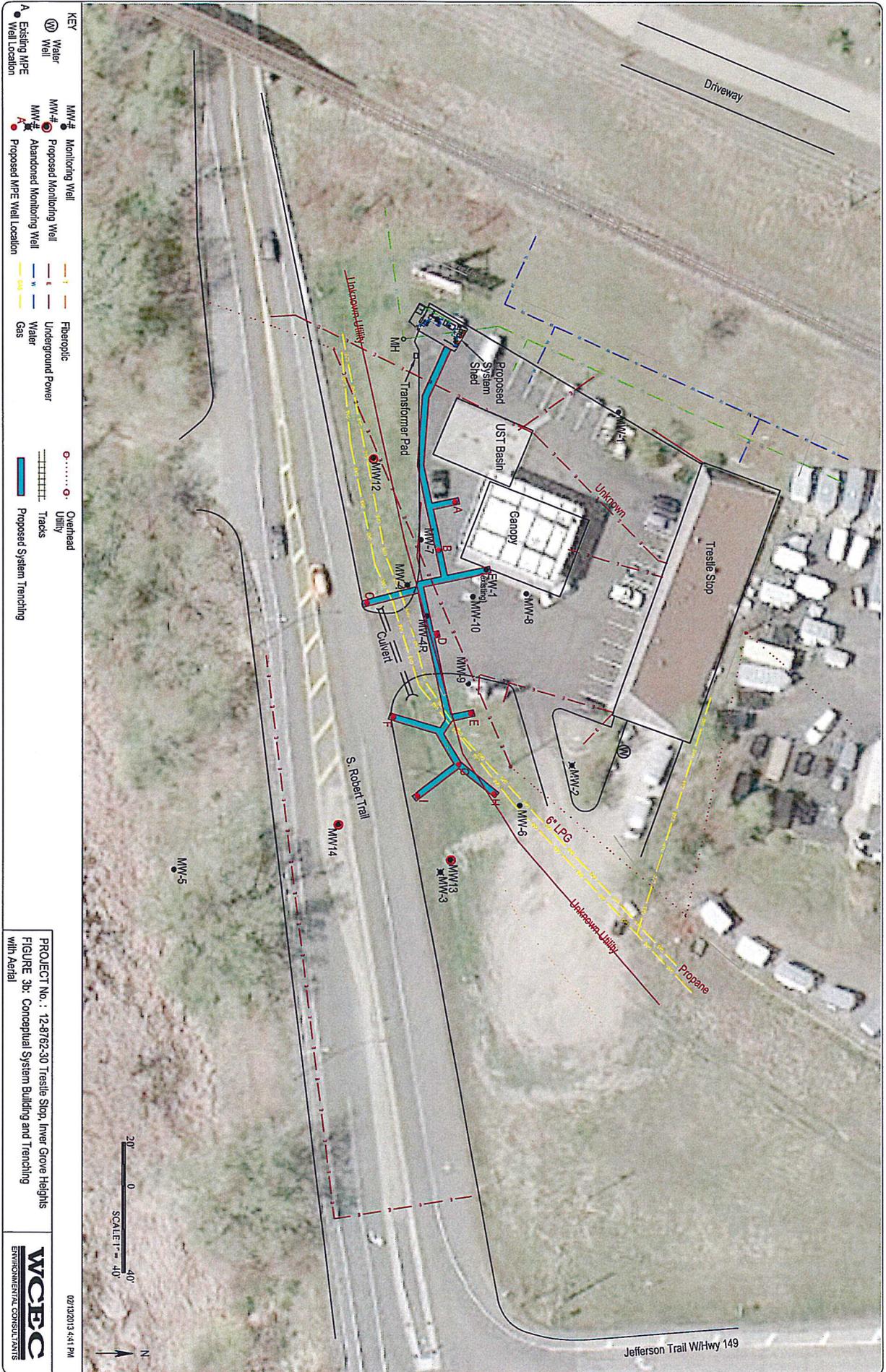
SUMMARY

The City has been working with the MPCA and DNR on a Superfund Petroleum Remediation project to remove free product (petroleum) that has resulted from past leaking underground storage tanks at 9715 South Robert Trail, near the intersection of T.H. 3 and Hwy. 149. The Trestle Stop station exists at this location now. The agencies have secured Superfund financing to install a series of wells that will collect the free product (petroleum), send it into a pre-treatment system on the site and discharge the pretreated waste water into the City sanitary sewer (see attached site plan). This agreement will allow the agencies access to the City sewer system. This is the typical means of handling the treated effluent. We have had numerous agreements for this type of process in the past.

A copy of the Access Agreement with the MPCA is attached. The Access Agreement defines the responsibilities of the City and the MPCA. The MPCA has received permission from private landowners to access the Trestle Stop site.

Public Works/Engineering recommends approval of the agreement to allow the MPCA to proceed with their project at no cost to the City.

TJK/kf
 Attachment: Map
 Access Agreement



PROJECT No. : 12-8762-30 Trestle Stop, Inver Grove Heights
 FIGURE 3b: Conceptual System Building and Trenching
 with Aerial



02/19/2013 4:41 PM





**Minnesota Pollution
Control Agency**

520 Lafayette Road North
St. Paul, MN 55155-4194

Access Agreement

Between Minnesota Pollution Control Agency and CITY OF INVER GROVE HEIGHTS at

“Trestle Stop”

Petroleum Remediation Program/Superfund Program

Doc Type: Access Agreement

Background

The Minnesota Pollution Control Agency (MPCA) is investigating, and/or taking corrective action in response to a release of petroleum (LEAK #13062) from former tank(s) at 9715 South Robert Street in Inver Grove Heights Minnesota which has led to impacts to the soil and groundwater beneath that property and which extends to nearby property. MPCA needs to install additional monitoring wells and a remediation system, and conduct sampling at the Site, which is the location of Trestle Stop that is a convenience store owned by the Property Owner. MPCA has engaged in access agreements with the Property Owner and MnDOT for work on lands controlled by these parties affected by the work.

MPCA investigation has included the installation of soil borings and monitoring wells to define the extent of impacts to the soil/groundwater beneath the Site, and assess the risk associated with site conditions. The findings indicate that an active remediation system must be installed to reduce the risks associated with historical petroleum impacts at this Site. The MPCA is authorized to take these actions under Minn. Stat. § 115C.03, subd. 2 and 3. The MPCA is authorized to enter upon public or private property to take such actions under Minn. Stat. § 115C.03, subd. 7(2). The remediation system requires that specific earthwork and penetration into a sanitary sewer (Property) be completed. The work affecting this City-owned Property would be per designs as approved by the applicable City of Inver Grove Heights department staff. MPCA needs the work to be completed to allow for a subsurface discharge of system effluent into the sewer.

Agreement

1. **Parties.** The Parties to this Agreement are:
 - A. Minnesota Pollution Control Agency (MPCA); and
 - B. **City of Inver Grove Heights, Minnesota** (the “Property Owner”),
2. **Access.** The Property Owner hereby consents and provides authorization to the MPCA, its employees, agents, and contractors to enter the Property for the following purposes:
 - A. Complete the connection of remediation system effluent line into the sewer, and future access to this connection for appropriate inspections, and ultimate removal upon termination of remediation on the “trestle Stop” site.
3. **MPCA obligations.** The MPCA will notify the Property Owner at least 48 hours before entering the Property. Work will be conducted during the hours of 8:00 a.m. to 5:00 p.m. unless the MPCA receives permission to conduct work during different hours.
4. **MPCA and Property Owner precautions regarding work.**
 - A. The MPCA will conduct its activities so as to avoid unreasonable interference with the use of the Property. If any portion of the Property must be disturbed as a result of MPCA’s activities, the MPCA will restore the property as close to its original condition as is reasonably possible under the circumstances. This includes the proper removal of effluent line components, and sealing of the penetration (entrance hole) into the sewer as required by City codes.
 - B. The Property Owner will take reasonable precautions to ensure that the equipment of MPCA and its contractors on the property is not damaged, and that the work being conducted by MPCA, its employees, agents and contractors is not unreasonably disrupted by Property Owner.
5. **Permits and well sealing.** The MPCA will obtain all necessary permits for installation and maintenance of any borings, monitoring wells, remediation wells, and/or water wells installed by MPCA or its contractors. Upon completion of all necessary sampling or remediation, the MPCA will seal the borings, monitoring wells, remediation wells and/or water wells in accordance with state law.

6. **Notification.** Unless otherwise specified, written requests or other documents sent to the Property Owner shall be addressed to:

NAME: Jim Sweeney at 651-450-2565

ADDRESS: 8150 Barbara Avenue

Inver Grove Heights, MN 55077

Phone Number: ~~651-450-2565~~

All reports or other documents sent to the MPCA shall be addressed to:

Ms. Amy Miller, Project Leader for LK 13062
520 Lafayette Road N.
Saint Paul, MN 55155-4194

7. **MPCA Liability.** The MPCA shall be liable for injury to or loss of property, or personal injury or death, caused by an act or omission of any employee of the State in the performance of the work described above, under the circumstances where the State, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.
8. **Effective Date.** This Agreement shall be effective upon the date it is signed by the MPCA. The agreement shall remain in effect until such time as the undersigned Property Owner no longer owns the property, or when the MPCA has completed all required work on the site for file closure and well sealing to be completed, whichever comes first.

9. Certification

By their signatures below, the undersigned represent that they have authority to bind the parties they represent, their agents, successors, and assigns.

Minnesota Pollution Control Agency

Print name: _____

Title: _____

Signature: _____

Date: _____

Property Owner – City of Inver Grove Heights

Print name: _____

Title: _____

Signature: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THE 2013/2014 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND LAW ENFORCEMENT LABOR SERVICES (LELS), LOCAL 189 (SERGEANTS)

Meeting Date: July 8, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the proposed 2013/2014 labor agreement between the City of Inver Grove Heights and LELS, Local 189 effective January 1, 2013, through December 31, 2014.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with LELS, Local 189 which represents the City’s Sergeants. When reviewing conditions of employment and economic feasibility, the City compares wages, and benefits to those of similar communities.

The Sergeants group has agreed to a 2% increase on January 1, 2013, and a 2% increase on January 1, 2014.

We also reached agreement on health insurance contributions for both years.

Both the wages and health insurance contributions mirror the agreements reached with the other employee groups.

This agreement represents an equitable conclusion of bargaining to meet the needs of both parties. The Sergeants group voted to ratify the proposed agreement on Monday, July 1st.

The funds to cover a portion of this increase are included in the 2013 general fund budget. Staff recommends that the remaining amount (\$2,600) come from the contingency fund. The 2013 General Fund Contingency budget is \$148,000, and the only expense to that fund to date was the \$10,800 for the settlement of the Police Officer contract). The 2014 wage increase will be calculated into the 2014 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THE 2013/2014 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

Meeting Date: July 8, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the proposed 2013 - 2014 labor agreement between the City of Inver Grove Heights and I.U.O.E., Local 70 effective January 1, 2013, through December 31, 2014.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with I.U.O.E, Local 70 which represents the City’s maintenance positions in the streets, parks, VMCC and Inver Wood Golf Course divisions.

We have negotiated an agreement with the group for 2013 and 2014 that includes a 2% wage increase for 2013 and a 2% increase for 2014. The City’s health insurance contribution mirrors that of the Sergeants and Police Officers for both years. This group has also agreed to drop the ‘buy-up’ plan from the slate of choices for health insurance for 2014.

The group of employees in the bargaining unit voted to ratify the proposed agreement on Tuesday, July 2nd.

The funds to cover a portion of this increase are included in the 2013 general fund budget. Staff recommends that the remaining amount (\$9,000) come from the contingency fund. The 2013 General Fund Contingency budget is \$148,000, and the only expenses to that fund to date have been the settlements of the other bargaining agreements). The 2014 wage increase will be calculated into the 2014 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THE 2013/2014 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND AMERICAN FEDERATION OF STATE AND MUNICIPAL EMPLOYEES, COUNCIL FIVE, LOCAL 1065

Meeting Date: July 8, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the proposed 2013 - 2014 labor agreement between the City of Inver Grove Heights and A.F.S.C.M.E. Council 5, Local 1065 effective January 1, 2013, through December 31, 2014.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with A.F.S.C.M.E. Council 5, Local 1065, which represents the City’s clerical, technical professional positions.

We have negotiated an agreement with the group for 2013 and 2014 that includes a 2% wage increase for 2013 and a 2% wage increase for 2014. The City’s health insurance contribution mirrors that of the Sergeants, Police Officers and Maintenance groups for both, and the group has agreed to eliminate the ‘buy-up’ plan from the slate of choices for health insurance coverage in 2014.

The group of employees in the bargaining unit voted to ratify the proposed agreement on Wednesday, June 26, 2013.

The funds to cover a portion of this increase are included in the 2013 general fund budget. Staff recommends that the remaining amount (\$13,300) come from the contingency fund. The 2013 General Fund Contingency budget is \$148,000, and the only expenses to that fund to date have been the settlements of the other bargaining agreements). The 2014 wage increase will be calculated into the 2014 budget.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE COMPENSATION ADJUSTMENT FOR NON-UNION GROUP OF EMPLOYEES

Meeting Date: July 8, 2013
 Item Type: Consent
 Contact: Joe Lynch
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Approve a compensation adjustment for the Non-Union group of employees for 2013 and 2014.

SUMMARY The City has four collective bargaining groups comprising clerical, technical and professional employees represented by AFSCME, maintenance employees represented by IUOE, Local 70, Police Officers represented by LELS and Police Sergeants also represented by LELS. This Non-Union group of employees are unrepresented and they are the City's supervisory and confidential employees.

We have reached agreements with all four of the represented groups for 2013 and 2014 for wage increases of 2% for both years.

I recommend the Council approve the attached resolution adopting the 2013 and 2014 Non-Union Compensation Plans that indicates a 2% increase in compensation for both years.

The funds to cover a portion of this increase are included in the 2013 general fund budget. Staff recommends that the remaining amount (\$15,100) come from the contingency fund. The 2013 General Fund Contingency budget is \$148,000, and the only expenses to that fund to date have been the settlements of the other bargaining agreements). The 2014 wage increase will be calculated into the 2014 budget.

As the Council will recall, the Utilities Division personnel decertified from their Union group late in 2011. They are now included in the non-union group of personnel and are reflected on the compensation plan.

The City's health insurance contribution mirrors that of the represented groups.

This compensation plan is a result of the compensation and classification system that the Council adopted in December of 2007 after completing a market study and making internal comparisons. The plan groups non-union positions into ranges with like pointed positions. Using this compensation plan, the City strives to maintain a favorable position to the marketplace from which we recruit. This proposed compensation plan is designed to keep Inver Grove Heights in a position to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions and enable the City to reward employees for performance which meets established expectations.

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

RESOLUTION NO. _____

RESOLUTION APPROVING 2013 and 2014 COMPENSATION PLANS COVERING ALL NON-
UNION POSITIONS

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

Whereas, the City of Inver Grove Heights desires to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions; and

Whereas, the City of Inver Grove Heights desires to reward employees for performance which meets established expectations; and

Whereas, it is the goal of the City to compensate its employees fairly in accordance with both market and economic conditions as well as meet its statutory obligations with respect to the Comparable Worth Law; and

Whereas, the City Administrator shall approve progression within the compensation plan based on the recommendation of the supervisor who shall demonstrate that established performance goals and objectives have been satisfactorily met.

Now therefore be it resolved that the City of Inver Grove Heights hereby adopts the attached compensation plan for non-union employees for 2013 to be effective January 1, 2013, and January 1, 2014.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of July, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

2013 Non-Union Compensation Plan

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Chief	Y	\$94,700	\$100,700	\$106,600	\$112,400	\$118,300
Public Works Director						
Community Development Director						
Parks and Recreation Director						
Finance Director						
Asst. City Administrator						
Fire Chief						
City Engineer	W	\$81,200	\$86,200	\$91,400	\$96,400	\$101,500
Lieutenant						
Assistant Fire Chief						
Golf Course Manager	V	\$75,200	\$80,000	\$84,700	\$89,400	\$94,000
Chief Building Official						
Recreation Superintendent						
City Planner						
Assistant City Engineer						
Utility Superintendent						
Streets Maintenance Supt.						
Parks Maintenance Supt.						
Technology Manager						
Golf Course Superintendent	U	\$64,800	\$69,000	\$72,900	\$76,000	\$81,000
Guest Services Supervisor	T	\$55,900	\$59,500	\$62,900	\$66,400	\$69,900
Human Resources Coordinator						
Deputy City Clerk						
Asst. Golf Course Supt.	S	\$49,800	\$52,800	\$56,000	\$59,200	\$62,200
Golf Operations Coordinator						
MIS Technician						
Utility Lead Worker	R	\$55,713.22	\$57,304.42	\$58,768.32		
Utility Maintenance Worker	Q	\$42,482.92	\$45,138.10	\$47,793.28	\$50,448.47	\$53,103.65

2014 Non-Union Compensation Plan

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Chief	Y	\$96,600	\$102,700	\$108,700	\$114,600	\$120,700
Public Works Director						
Community Development Director						
Parks and Recreation Director						
Finance Director						
Asst. City Administrator						
Fire Chief						
City Engineer	W	\$82,800	\$87,900	\$93,200	\$98,300	\$103,500
Lieutenant						
Assistant Fire Chief						
Golf Course Manager	V	\$76,700	\$81,600	\$86,400	\$91,200	\$95,900
Chief Building Official						
Recreation Superintendent						
City Planner						
Assistant City Engineer						
Utility Superintendent						
Streets Maintenance Supt.						
Parks Maintenance Supt.						
Technology Manager						
Golf Course Superintendent	U	\$66,100	\$70,400	\$74,400	\$77,500	\$82,600
Guest Services Supervisor	T	\$57,000	\$60,700	\$64,200	\$67,700	\$71,300
Human Resources Coordinator						
Deputy City Clerk						
Asst. Golf Course Supt.	S	\$50,800	\$53,900	\$57,100	\$60,400	\$63,500
Golf Operations Coordinator						
MIS Technician						
Utility Lead Worker	R	\$56,827.48	\$58,450.51	\$59,943.69		
Utility Maintenance Worker	Q	\$43,332.58	\$46,040.86	\$48,749.15	\$51,457.44	\$54,165.72

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request of Kladek, Inc. for a Temporary Liquor License Extension to a Designated Outdoor Area on Saturday, July 27th from 10:00 a.m. to 3:00 p.m. in Conjunction with a Car Show Event

Meeting Date: July 8, 2013
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Kennedy
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 of Kladek, Inc. to extend the existing liquor license sales area to a designated outdoor area on Saturday, July 27th from 10:00 a.m. to 3:30 p.m. in conjunction with a car show to raise money for a non-profit foundation called “Homes for Our Troops”

SUMMARY:

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

Ms. Kalsbeck met with Lt. Folmar and Fire Marshal Schadegg to obtain input regarding set-up, traffic control, regulation of outdoor liquor sales, and other safety issues related to the event.

Ms. Kalsbeck complied with the requests of both the Police and Fire Departments.

A copy of Ms. Kalsbeck’s request is attached as well as information from the Fire Marshall.



King of Diamonds
6600 River Rd
Inver Gove Heights, MN 55076
651-455-3886

Mr. Schadeegg,

The King of Diamonds will be hosting a fundraising car show on Saturday, July 27, 2013 from 10:00am – 3:00pm in the parking lot. KOD has received a (1) one day outside liquor license extension from the city for the car show. We anticipate about 150 cars to show up for the event. We have ample parking for the show cars as well as spectator parking.

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

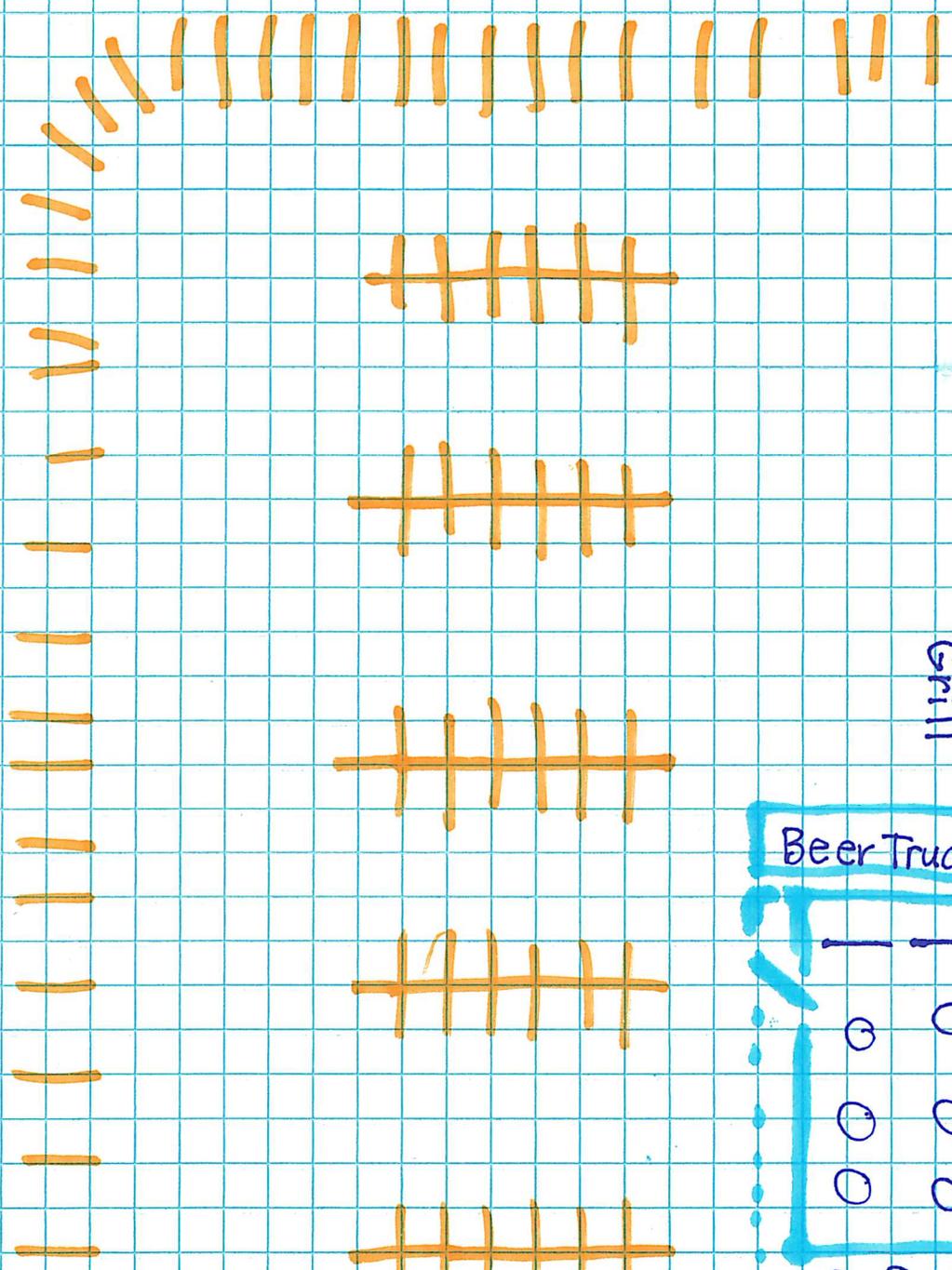
- ◆ We will have our own security personnel before, during and after the event
- ◆ We will rope off an area in the parking lot by the South side doors for an Outside beer garden.
- ◆ We will supply wrist bands that will clearly identify age verification.
- ◆ Plenty of bottle water, Red Bull, and Pop will also be available.
- ◆ Food will also be available.

There will be a 20' X30' open sided canopy to provide shade for the spectators. The enclosed check is to pay for the permit for the canopy

Feel free to contact me with any questions or if you need more details.

Thank you,

Debra Kalsbeck

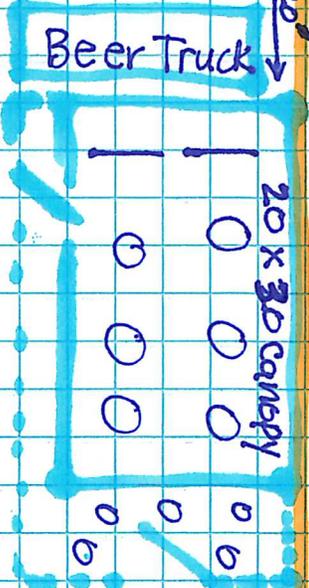


Grill

Beer Truck

20'

20 x 30 canopy



Motorcycle parking

KOD

River Road

66th St



INVER GROVE HEIGHTS FIRE DEPARTMENT

Judy Thill, Fire Chief

May 28, 2013

Debra Kalsbeck
King of Diamonds
6600 River Road
Inver Grove Heights, Minnesota 55076

SUBJECT: Tent / Canopy / Temporary Membrane Structure Permit Approval

Dear Debra:

This letter is your permit to erect a 20 X 30 square canopy as described in attached letter. The permit is approved subject to the following conditions:

- The permit is approved for a single use on July 27, 2013.
- The installation and use of the canopy must comply with 2007 MSFC Chapter 24.

If you have any questions please give me a call at 651-450-2547.

Thank you.

Sincerely,

INVER GROVE HEIGHTS FIRE DEPARTMENT
FIRE PREVENTION AND LIFE SAFETY DIVISION

Jeffrey G. Schadegg
Fire Marshal

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: July 8, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Recreation – Anjanette Poradek, Becky Krueger

Please confirm the seasonal/temporary termination of employment of: Aquatics – Colin McNeely, Nate Briguët, Kelsey Rother, Hannah Forrest, Alexandra Kuntz, Amy Overturf, Patrick Popa, Elizabeth Tacke, Megan McDermott, Recreation – Nicholas Beaudion, Rick Denzer, Riley Dombek, Matthew Gilsdorf, Elena Krogman, Richard Mraz, Aaron Otto, Daniel Richards, Joseph Rouse, Joshua Stidham, Phillip Walker, Elise Welter, Kayla Cooper, Steven Sauro, Luke Severson, Rebecca Severson Fitness – Ashley Aubart, Biana Benites, Kimberly Clarke, Jessica Salo, Shelly Stanek, Danielle Heller, Katelyn Kowitz, Golf – Andrew Hosszu

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota County CDA – Case No. 13-16SZPC

Meeting Date: July 8, 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 for property located at the corner of Cheney Trail and Cahill Avenue:

- a) **Ordinance Amendment** to the Arbor Pointe PUD Ordinance #789 to change the master land use plan for the parcel from R&D, Research & Development to Medium Density Residential - R-III, approximately 6-12 units/acre.
 - Requires 3/5th's vote.
- b) Resolution relating to a **Final Plat, Preliminary and Final PUD Development Plan** for a 66 unit senior housing multiple family development.
 - Requires 3/5th's vote.
- c) Resolution relating to a **Conditional Use Permit** for a multiple Family Development.
 - Requires 4/5th's vote.
 - 60-day deadline: September 4, 2013 (second 60-days)

SUMMARY

The City Council took action on the Comprehensive Plan Amendment and approved the amendment on June 24. The remaining items were tabled until July 8 in order for the applicant to investigate different sighting options for the building.

ANALYSIS

The applicant has prepared a new site plan that shows the building relocated.

- Site option #1:
- Building is moved to the west.
 - Footprint has been adjusted so that the building now ranges from 102 to 120 feet from the neighboring property lines.
 - Parking lot is now on east side of site.
 - Building complies with all required setbacks.

The applicant will be prepared to present their analysis of the site plan changes at the meeting.

Staff analyzed the maximum density allowed on site based on the comprehensive plan designation that the council approved on June 24. A maximum of 68 units would be allowed based on that land use designation. The public hearing notices for the project specifically stated a 66 unit project being proposed. Therefore, if the plan changed to add any additional units, a new public hearing would have to be held.

At the June 24 meeting, additional conditions were discussed and were to be part of the final action. Staff and the City Attorney have drafted the four additional conditions requested by council. These conditions are contained within the conditional use permit and PUD resolutions. The added conditions are underlined and noted with an asterisk.

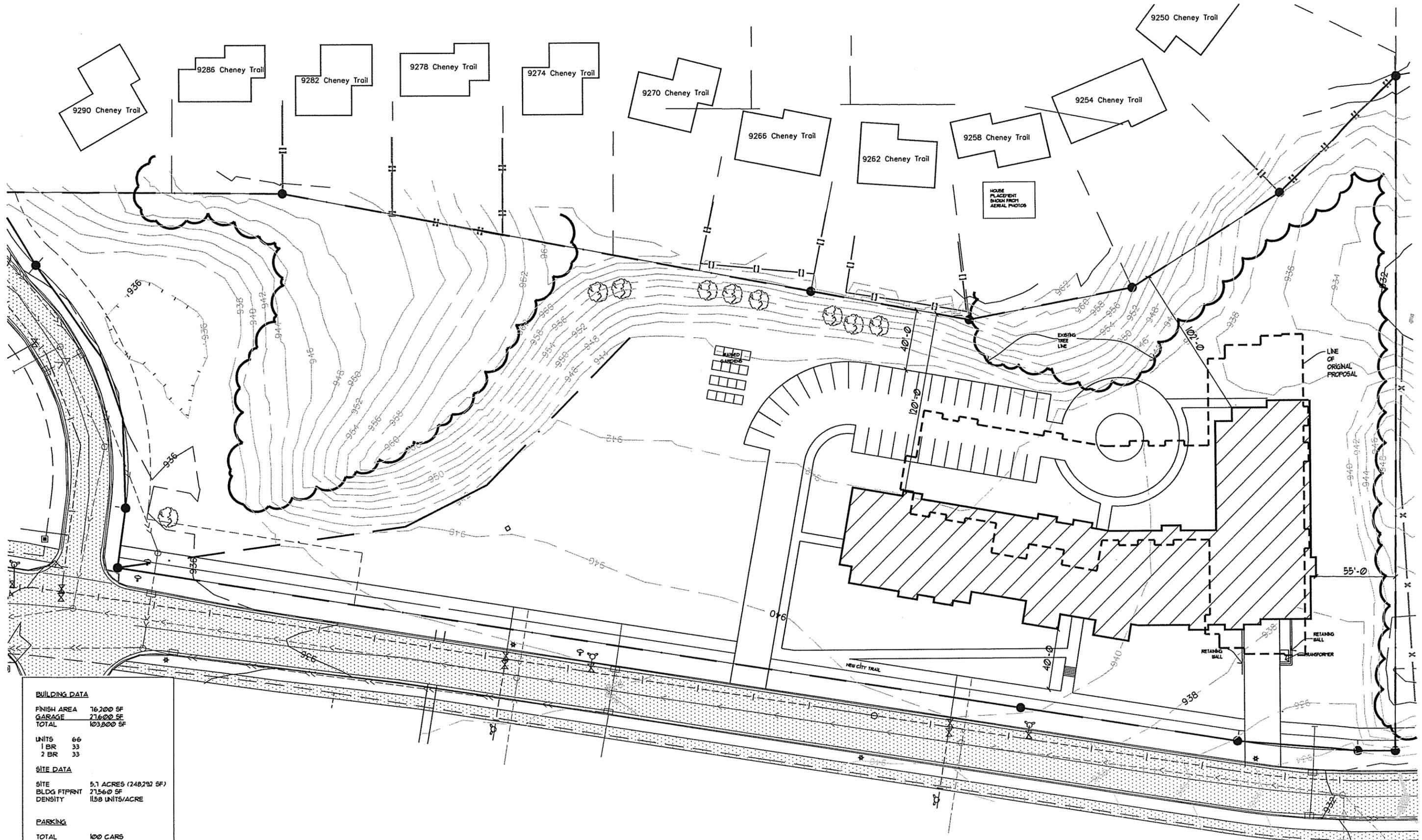
RECOMMENDATION

Applicant has prepared an optional site plan as requested by council. Council will need to determine the merits of of the revised plan at their meeting.

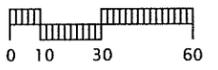
Planning Staff: Continues to recommend approval of the project.

Planning Commission: Recommends approval of the request with one added condition to the CUP relating to right of access for code compliance. (6-2).

- Attachments:
- New Site Plan Option
 - New Cross Section Comparison
 - Original Site Plan
 - Rezoning Ordinance Amendment
 - Final Plat, Preliminary and Final PUD Resolution
 - Conditional Use Permit Resolution
 - Planning Report



BUILDING DATA	
FINISH AREA	16,200 SF
GARAGE	21,600 SF
TOTAL	103,800 SF
UNITS 66	
1 BR	33
2 BR	33
SITE DATA	
SITE	5.1 ACRES (248,232 SF)
BLDG FTPRINT	27,560 SF
DENSITY	1158 UNITS/ACRE
PARKING	
TOTAL	100 CARS
GARAGE	66 CARS
SURFACE	34 CARS
IMPERVIOUS SURFACE	
BUILDING	27,600 SF
DRIVES/PKG	20,200 SF
WALKS/TRAILS	8,200 SF
TOTAL	56,000 SF
	(22.6% OF SITE)
WATER USE - APPROX 4600 GPD	

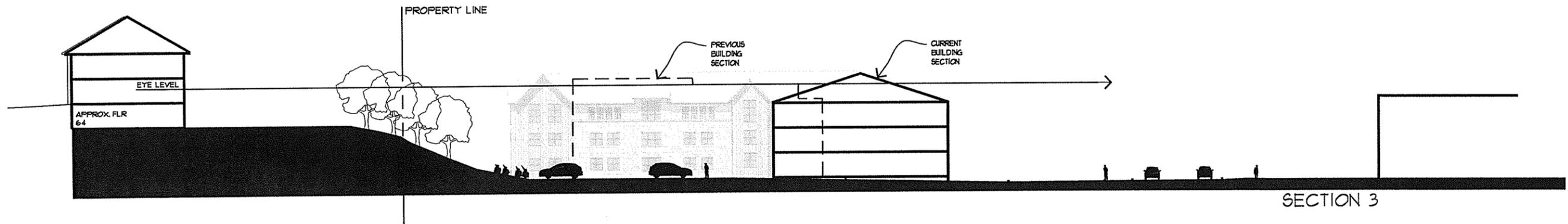
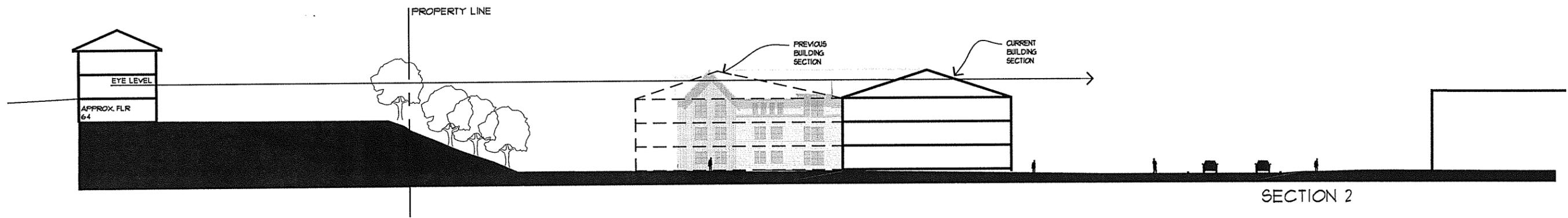
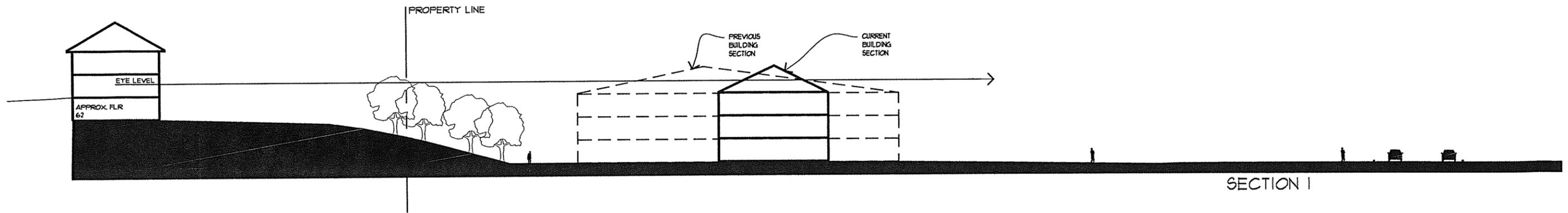


INSITE ARCHITECTS
 Minneapolis, MN / 612.455.1900

Dakota County CDA Senior Housing

Cahill Ave / Inver Grove Heights, MN

JULY 1, 2013
 Site Option 1 Comparison



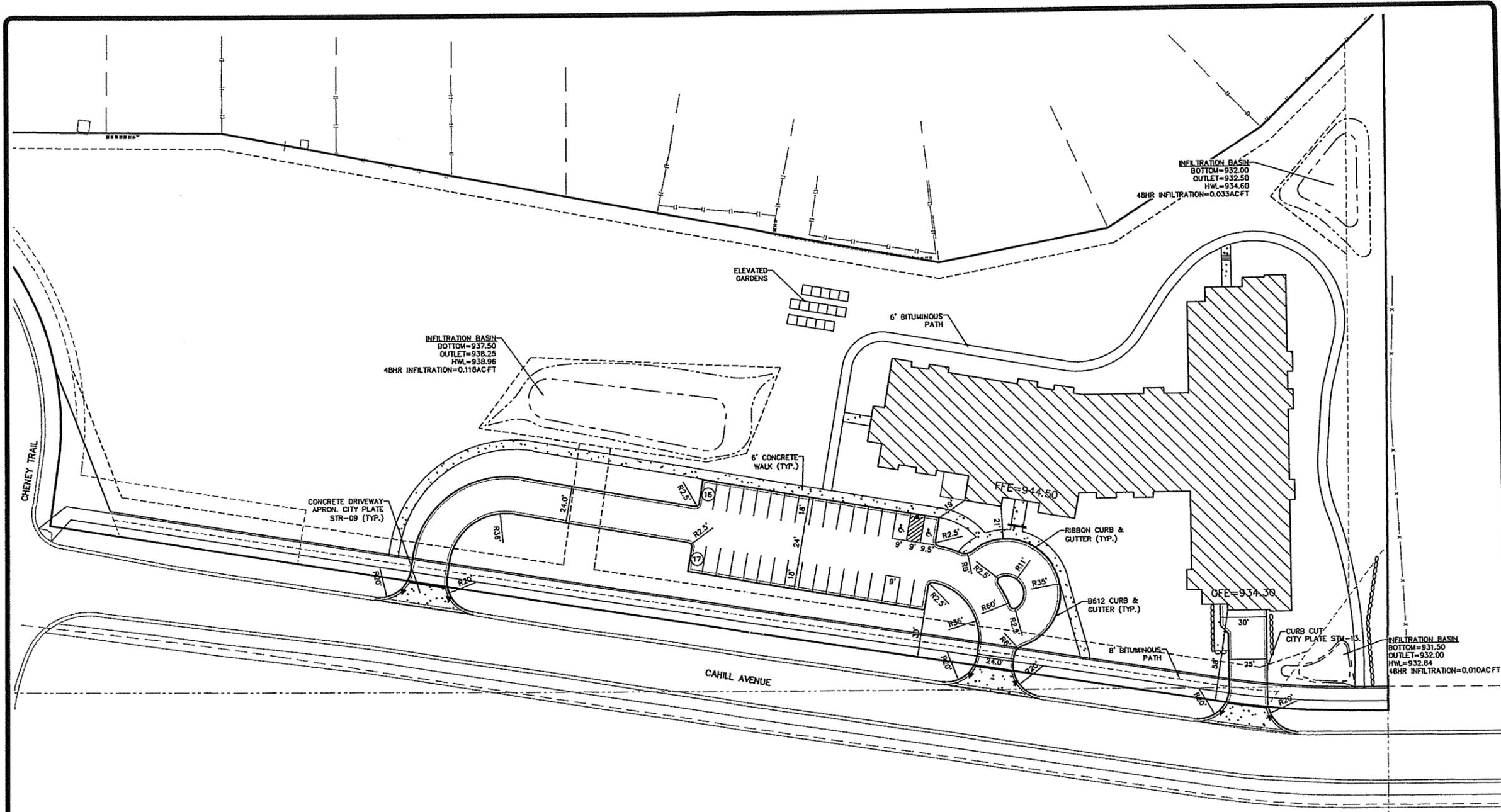
DAKOTA COUNTY CDA SENIOR HOUSING

INSITE ARCHITECTS
Minneapolis, MN / 612.455.1900

INVER GROVE HEIGHTS, MN

July 1, 2013
Option 1
Site Sections Comparison





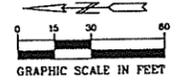
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 HWL=934.60
 48HR INFILTRATION=0.033ACFT

INFILTRATION BASIN
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 OUTLET=932.00
 HWL=932.84
 48HR INFILTRATION=0.010ACFT

- CURB LEGEND**
- 08.32 = TOP OF CURB ELEVATION FOR B612 CURB
 - 07.82 = TOP OF CURB ELEVATION FOR RIBBON CURB
 - = B612 CURB & GUTTER
 - = RIBBON CURB & GUTTER
 - ▶ = PED. RAMP (MNDOT 7036F)

IMPERVIOUS SURFACE CALCULATIONS
 Arbor Pointe PUD = 60% Max
 Site Area = 248,323-sf
 Max Allowable Impervious = 149,994-sf
 Proposed Impervious = 55,620-sf



PIONEERengineering
 2122 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1911
 Fax: 651-948-8888
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Name: *[Signature]*
 Reg. No. 11928 Date: 02/26/2013

Revised: 1. 2013 City Commission 2. 02-11-13 3. 05/06/13

Date: 06/26/13
 Drawn: J.L.
 Checked: J.L.

SITE PLAN

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
 1228 TOWN CENTRE DRIVE, EAGAN, MN 55123-1066

ARBOR CREST 2ND ADDITION
 INVER GROVE HEIGHTS, MINNESOTA

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CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE #789 (ARBOR POINTE PUD
ORDINANCE) RELATING TO PARCEL ZONING

The City of Inver Grove Heights hereby ordains as follows:

SECTION I. Rezoning Land to Planned Unit Development (PUD) Ordinance No. 1037 adopted July 8, 2002, entitled "AN ORDINANCE AMENDING, RESTATING AND RECODIFYING SECTIONS 405, 425, 515, 516, 517, 518, 519, 520, 525, 535, 540, 545, 546 AND 550 OF THE INVER GROVE HEIGHTS CITY CODE ARE HEREBY IN THEIR ENTIRETY ANEMDED, RESTATED, RECODIFIED AND INCORPORATED INTO SECTION 515 TO READ AS CONTAINED ON THE ATTACHMENT HERETO." being also known as THE ZONING ORDINANCE is hereby amended to rezone Parcel C1 from R&D, Research and Development to Medium Density Residential, R-III, approximately 6-12 units/acre as shown on the Arbor Pointe Land Use Plan.

SECTION II. Amendment. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1037 as that certain map entitled Inver Grove Heights Zoning Map, June 24, 2002", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said Zoning Map on file with the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

Ordinance No. _____

Page 2

SECTION III. 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

ATTEST:

AYES:

NAYS:

Melissa Kennedy, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A FINAL PLAT, PRELIMINARY AND FINAL PUD
DEVELOPMENT PLAN FOR A 66 UNIT SENIOR HOUSING MULTIPLE FAMILY
DEVELOPMENT**

Dakota County CDA
(Case No. 13-16SZPC)

WHEREAS, an application for a Final Plat, Preliminary and Final PUD Development Plan has been submitted to allow a 66 unit senior housing multiple family development for said property legally described as follows:

**Outlot C, Arbor Pointe Commons, according to the recorded plat thereof, Dakota
County, Minnesota**

WHEREAS, the aforescribed property is located within the Arbor Pointe Planned Unit Development and property planned for multiple family residential;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Final Plat, Preliminary and Final PUD Development Plan to allow a 66 unit senior housing multiple family development is approved with the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Final Plat
Site Plan

No date
dated 6/17/13

Grading and Erosion Control Plan	dated 6/17/13
Utility Plan	dated 6/17/13
Landscape Plan	dated 6/17/13
Elevation Plans (3 sheets)	dated 5/6/13

2. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
3. An additional 15 feet of right-of-way shall be dedicated along Cahill Avenue. The plat shall be modified to reflect this change.
4. A development contract shall be required to be entered into between the City and the developer addressing the improvements on the site. The development contract shall be approved by the City Council prior to release of the final plat.
5. Any large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
6. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not be visible from property lines.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/28/13 must be incorporated into the plans prior to any work commencing on the site.
9. 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.
- *10. The landowner and the city shall execute and record a covenant running with the lot that requires that unless the city council agrees otherwise in writing or waives the covenant in writing, the apartment building on the lot shall be used and operated only as a senior housing development (also known as "housing for older persons" and "housing for elderly persons") within the meaning of the Federal Housing For Older Persons Act of 1995, as amended from time to time, and within the meaning of Minnesota Statute § 363A.21, as amended from time to time.
- *11. The landowner and the city shall execute and record a covenant running with the lot that provides that unless the city council agrees otherwise in writing or waives the covenant in writing, the lot shall not contain more than 66 housing units.

*12. The landowner and the city shall execute and record a covenant running with the lot that provides that unless the city council agrees otherwise in writing or waives the covenant in writing, no additional buildings for any principal use shall be constructed on the lot beyond the apartment building shown on the approved site plan and the lot shall not be further subdivided.

*13. Notwithstanding approval of the landscape plan referenced above, the Planning Department may approve a modification to the landscape plan to allow screening trees and other vegetation to be placed on adjoining lands if the lot owner and the owners of the adjoining land consent and if the Public Works Department determines that the trees and other vegetation will not substantially interfere with the city's drainage and utility easements.

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 8th day of July, 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A 66 UNIT SENIOR
HOUSING MULTIPLE FAMILY DEVELOPMENT**

Dakota County CDA
(Case No. 13-16SZPC)

WHEREAS, an application for a Conditional Use Permit has been submitted to allow a 66 unit senior housing multiple family development for said property legally described as follows:

Outlot C, Arbor Pointe Commons, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, the aforescribed property is located within the Arbor Pointe Planned Unit Development and property planned for multiple family residential;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 4, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow a 66 unit senior housing multiple family development is approved with the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Final Plat	No date
Site Plan	dated 6/17/13
Grading and Erosion Control Plan	dated 6/17/13
Utility Plan	dated 6/17/13

constructed on the lot beyond the apartment building shown on the approved site plan and the lot shall not be further subdivided.

*13. Notwithstanding approval of the landscape plan referenced above, the Planning Department may approve a modification to the landscape plan to allow screening trees and other vegetation to be placed on adjoining lands if the lot owner and the owners of the adjoining land consent and if the Public Works Department determines that the trees and other vegetation will not substantially interfere with the city's drainage and utility easements.

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 8th day of July, 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: May 23, 2013
(amended June 17, 2013)

CASE NO: 13-16SZPC

APPLICANT: Dakota County CDA

REQUEST: Comp Plan Amendment, Rezoning, Final Plat, Conditional Use Permit, Preliminary and Final PUD Development Plan approval

HEARING DATE: June 4, 2013

LOCATION: Corner of Cahill Avenue and Cheney Trail

COMPREHENSIVE PLAN: O, Office

ZONING: Arbor Pointe PUD/R&D, Research and Development

REVIEWING DIVISIONS: Planning
Engineering
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application to construct a 66 unit senior housing development on the vacant parcel on the east side of Cahill, across from Wal-Mart. The project consists of a one building, three story senior housing complex consisting of one and two bedroom apartments. The project would provide affordable units to those 55 and over who would qualify under the CDA's program. The project would provide for 66 underground parking spaces and 33 surface stalls. Access would be via Cahill Avenue.

The specific applications being requested are:

1. Comprehensive Plan Amendment to change the land use designation from O, Office to MDR, Medium Density Residential.
2. Amendment to the Arbor Pointe PUD to change the land use of the property from R&D, Research and Development to Medium Density Residential - R-III, approximately 6-12 units/acre.
3. Final Plat approval for a one lot subdivision to be known as Arbor Crest 2nd Addition.
4. Preliminary and Final PUD Development Plan for a 66 unit senior housing development.
5. Conditional Use Permit for a 66 unit senior housing development.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North - Concord Crossroads strip center; zoned LNB; guided NC.

East - Arbor Crest residential neighborhood; zoned Low Density; guided LDR, Low Density Residential.

West - Wal-Mart; zoned CSC, Commercial; guided RC, Regional Commercial.

South - Large lot residential; zoned A, Agricultural; guided CC, Community Commercial, LDR.

History. The Arbor Pointe PUD was originally approved in 1989 as a 450 acre mixed use planned unit development. The mix of uses included residential development of different densities and product type, small and large scale retail, a hotel/conference center, golf course, a large parks and trails plan, office and some civic buildings. Grading and road construction began in 1992 and the first housing developments began construction in 1994. Construction of the residential portions of the development continued steadily throughout the 90's and the golf course and parks and trails were also developed during this same time period. Commercial construction didn't begin until 1999. During that same time period, the Council changed the land use plan, removing the hotel designation for additional retail. Over the years, there have been a number of changes to the original plan due to changes in market demand and needs of the City and developer.

The subject site has been designated R&D, Research and Development since the inception of the first Arbor Pointe Plan. There have been two development proposals that have included this parcel. The first was the Wal-Mart proposal which included moving Cahill to the east and retaining the balance of the subject lot as open space. The Wal-Mart plan was subsequently changed and the final approval did not include this parcel. The second proposal was for an office/medical facility development. That plan was approved in 2006 but the developer was unable to find enough parties interested in leasing space and the project was ultimately scrapped.

COMPREHENSIVE PLAN

The current designation of the area in question is O, Office. The project as proposed has an overall density of 11.6 units/acre. This density would require a comprehensive plan change to MDR, Medium Density Residential, 6-12 units/acre. The comprehensive plan categorizes the MDR category as:

“Medium density residential accommodates somewhat higher residential densities ranging from 6-12 units per net acre. Uses in this classification include higher density townhome developments and apartments, all with full public utility service.”

The site is surrounded by a mix of different uses. Multiple family would be a typical land use that is located next to or near commercial and many times do front on streets that will have higher traffic generation.

The bigger question is addressing development of this parcel. As stated above, there have been two other applications that contained this parcel, but neither resulted in development. The parcel has remained undeveloped since the southern portion of Arbor Pointe began developing around 1999. There have been a number of changes to the original Arbor Pointe master plan over the years that addressed current trends in development and addressed areas where the original plan identified uses that just did not pan out. Changing the land use designation in this instance would not be an isolated case in Arbor Pointe.

Just recently, the City Council approved a trailer sales lot on a parcel just south of here that has also sat vacant for a number of years. Part of Council's, and Planning Commissions comments during the review of that request was that it is time to develop some of these empty parcels and maybe the current land use designation needs to be looked at.

Adding additional residents to the area would provide more customers for the businesses. Staff believes a senior housing project would be compatible with the area and would support the land use change designation.

The comprehensive plan still needs to go through the Met Council review process. Any city approvals are subject to their review and approval.

ORDINANCE AMENDMENT/REZONING

The property is governed by the Arbor Pointe Planned Unit Development. It was approved with a master land use plan and ordinance. Each area was zoned a particular land use based on the plan. In this case, this parcel has been designated R&D since the PUD was approved in 1992. Any change to a land use requires an amendment to the Arbor Pointe Ordinance. In this case, the applicant is requesting the land use be changed to Medium Density Residential.

In reviewing the request, staff makes the following comments:

- The additional residential units create more "roof tops" which could be beneficial to all commercial in Arbor Pointe by providing more residents and more potential retail customers.
- The property has been on the market since 1999 with one development application presenting a land use consistent with the current zoning (medical office) and one that would have utilized the outlot as open space.

- Developing the site with residential units could potentially work better with the existing terrain. There would be less grading along the east property line (abutting the backyards of the existing houses) and the existing knoll would remain.
- A residential use would be appropriate abutting the existing single family. The retail users to the north are not high intensity and, as such, would not have a negative impact to this use. The site faces the back side of Wal-Mart so it is not subjected directly to the store front, parking lot lighting or customer traffic. This type of use is a typical transitional use from commercial to multiple family residential to single family residential.
- Traffic generation from a senior housing project would be less than that generated by an office or medical office complex.

FINAL PLAT AND PUD DEVELOPMENT PLAN

Final Plat. The final plat is just a replat of outlot C into one lot. Subdivision Code requires perimeter easements. In this case, a 10 foot drainage and utility easement is required along the east boundary. The plat must be revised to show this easement.

Engineering has noted a regional item to address is the potential need for traffic review at the intersection at Cheney and Cahill Avenues. The CDA Project, Absolute Trail, Short Dance Studio and the pending development of the Jean Ades site will increase traffic at the intersection. We also know that the MnDOT project building the East Frontage Road has also added traffic to this location. In the past there was some concern about turning movements also. The division will be reviewing the history and projections to see if additional study is needed at the intersection as Cahill Ave becomes the east frontage Road for TH 52 . As a result, Engineering is recommending an additional 15 feet of right-of-way be dedicated so there is room for any future possible road improvements. This would increase the total width from 60 feet to 75 feet. The request for additional right-of-way does not result in any setback issues or redesign of the project. All required setbacks would still be met.

Overall PUD Density. Arbor Pointe was approved with a maximum density of 1250 residential units. A total of 1077 units were ultimately approved in all the residential units. Adding the additional 66 units would bring the total to 1143, which is below the maximum allowed.

Setback Standards. The building and parking lot meet all perimeter setbacks.

Building Coverage/Impervious Surface. Maximum impervious surface allowed in the R-III is 60%. The project as designed would contain 55,620 square feet of impervious surface, or 22% overall.

Building Height. The proposed buildings would be approximately 34 feet high at midpoint of

the roofline. Maximum building height is 35 feet measured at midpoint of roofline. Buildings comply with height standard.

Parking. The Zoning Ordinance has a parking provision for housing developments for the elderly which requires 1.5 spaces per unit. The CDA is proposing 66 underground units and 33 surface spaces for a total of 99 spaces. The project as proposed meets parking standards. The site plan shows two locations for future proof of parking should the project need additional.

Street, Traffic and Circulation. The project is proposed with three curb cuts on to Cahill. No access points are proposed on to Cheney Trail. There are no curb opening conflicts for any openings on the west side of Cahill. The City Engineer has reviewed the plan and finds the access spacing acceptable.

Landscaping. *The Arbor Pointe PUD Ordinance requires a minimum number of over story and ornamental trees based on the number of units. A total of one over story and one ornamental tree are required for each unit. In this case, a total of 66 over story and 66 ornamental trees are required. An equivalence in caliper inches would be 198 over story inches and 82.5 ornamental inches. The proposed landscape plan shows a total of 41 over story (200 caliper inches) and 66 ornamental (82.5 caliper inches). Trees are shown over the entire site and some 10 foot evergreen trees are proposed and would be field located to provide some additional screening. The plan complies with the intent of the design manual.*

Architecture. The proposed building would consist of a 3-story 66 unit building in a “T” shape. The exterior would consist of lap siding and brick throughout. The roofline is broken up with multiple gables and overall building height would be 34 feet at the roof midpoint.

Parks and Trails. The park dedication for the plat has been fulfilled previously and no further park dedication or contribution is required for this plat.

The Arbor Pointe Master Plan illustrates a trail to be built along the entire east side of Cahill Avenue. The first segment of the trail was installed to Cheney Trail by the developer of Concord Crossroads. The plans provide for the remaining segment of the trail (8 foot wide bituminous) along the entire frontage along Cahill

Rooftop Equipment. The buildings will not have roof top equipment since they are designed with pitched roofs. Large scale ground mechanical equipment must still be screened with adequate landscape material.

Parking Lot and Building Lighting. The site plan identifies 6 light poles along the outside boundary of the parking lot. All parking lot and building lighting must be a shoe-box style with flat lens. The applicant must provide additional information on the light fixtures prior to issuance of any permits.

Grading and Drainage. Grading, drainage, and utility plans have been submitted for review. The Engineering Department has completed a staff review of the project and finds the plans acceptable subject to the comments listed in the memo dated 5/28/13 from the City Engineer.

Development Contract. A development contract would be required with this development to address specific improvements to the site, and storm water. Details of the development contract would be worked out prior to City Council review.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of the Comprehensive Plan Amendment to change the land use designation from O, Office to MDR, Medium Density Residential subject to the following conditions:
 1. The plan shall not become effective until all approvals have been granted by the Metropolitan Council and the City.
 2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
 - o Approval of An **Ordinance Amendment** to the Arbor Pointe PUD Ordinance #789 to change the land use designation of the property from R&D, Research and Development to Medium Density Residential, R-III.
 - o Approval of the **Final Plat for a 1 lot subdivision, and Preliminary and Final PUD Development Plan and Conditional Use Permit** for a 66 unit senior housing development subject to the following conditions:
 1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Final Plat	No date
Site Plan	dated 5/24/13
Grading and Erosion Control Plan	dated 5/24/13
Utility Plan	dated 5/24/13
Landscape Plan	dated 5/23/13
Elevation Plans (3 sheets)	dated 5/6/13

2. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
 3. An additional 15 feet of right-of-way shall be dedicated along Cahill Avenue. The plat shall be modified to reflect this change.
 4. A development contract shall be required to be entered into between the City and the developer addressing the improvements on the site. The development contract shall be approved by the City Council prior to release of the final plat.
 5. Any large scale ground mounted mechanical equipment shall be screened from view with adequate landscape material.
 6. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not be visible from property lines.
 7. All plans shall be subject to the review and approval of the Fire Marshal.
 8. All grading and utility plans, or modifications thereof, must be approved by the City Engineer. All comments found on memo from City Engineer dated 5/28/13 must be incorporated into the plans prior to any work commencing on the site.
- o Approval of a **Variance** to allow a landscape plan with fewer trees and required by the Arbor Pointe Design Manual as depicted on the Landscape Plan dated 5/23/13.

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

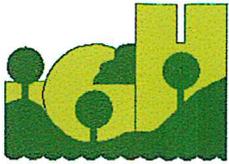
RECOMMENDATION

This request raises the question again to Planning Commission and City Council what to do with this parcel that has remained vacant for some time. Allowing the senior housing project would be a low intensity, low traffic generating use and would be a low impact use abutting the residential along Cheney Trail. The additional residents in the area could provide some additional customers for the commercial area that has been struggling. Leaving the zoning as is, the site may remain vacant and underutilized for some time.

The City Council just recently made a code interpretation on a general retail use that will allow development of a commercial zoned property, just south of this site. This site also has remained vacant for some time.

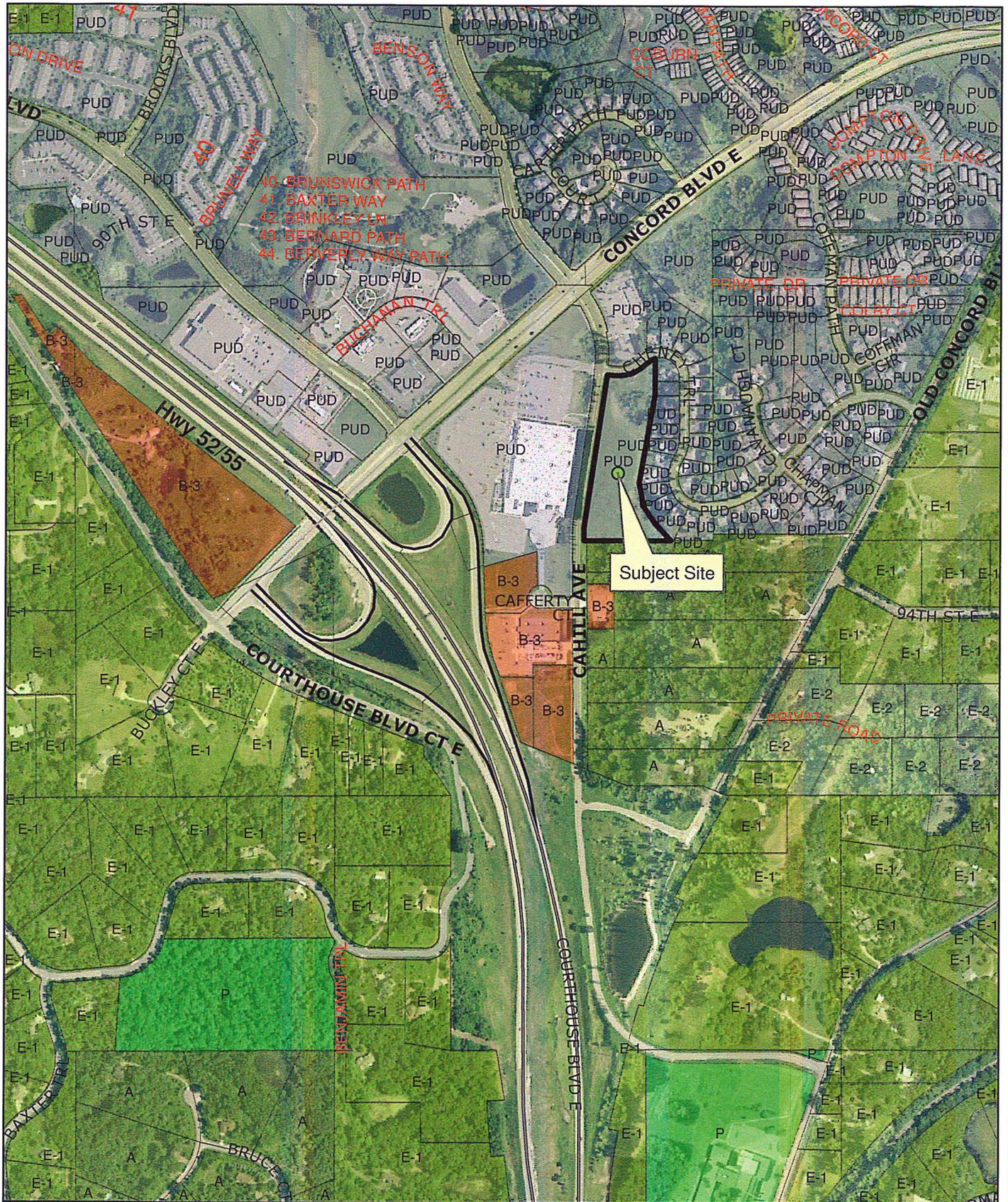
Staff believes the proposed project would be a low intensity use and would be a good fit for the area. If Planning Commission and Council support the comprehensive plan amendment and ordinance zoning change, staff would recommend approval of the PUD development plan, Conditional Use Permit and Final Plat with the conditions listed.

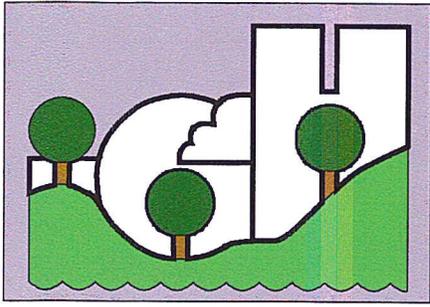
Attachments: Location Map
Arbor Pointe Zoning Map
Comprehensive Plan Map
Applicant Narrative
Site Plan
Final Plat
Grading and Drainage Plan
Landscape Plan
Building Elevations (3 sheets)
Illustration showing height of building to existing houses



Location/Zoning Map

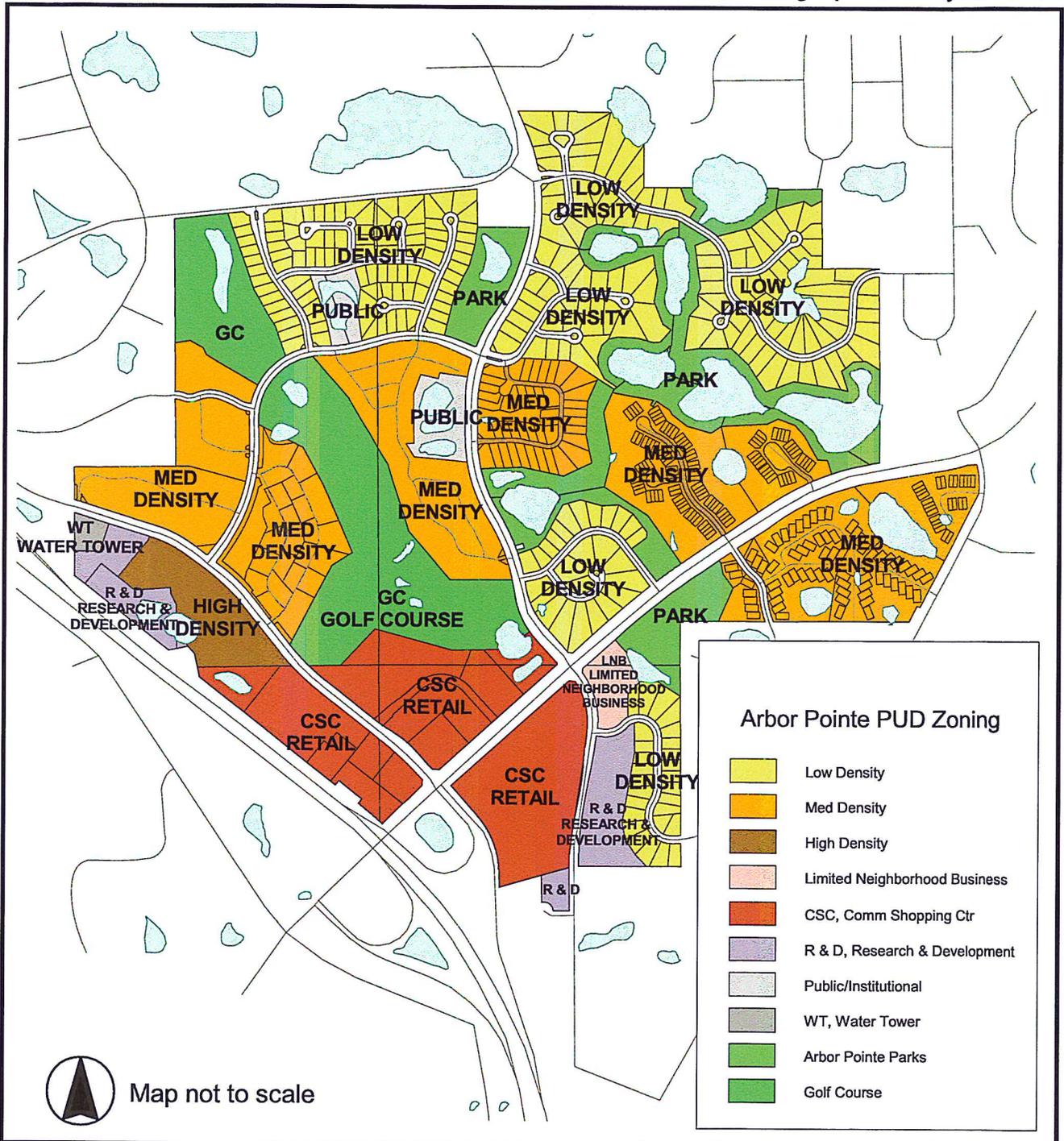
Case No. 13-16SZPC





Arbor Pointe PUD Zoning Map

Latest Zoning Update: May 9, 2005



Arbor Pointe PUD Zoning

-  Low Density
-  Med Density
-  High Density
-  Limited Neighborhood Business
-  CSC, Comm Shopping Ctr
-  R & D, Research & Development
-  Public/Institutional
-  WT, Water Tower
-  Arbor Pointe Parks
-  Golf Course

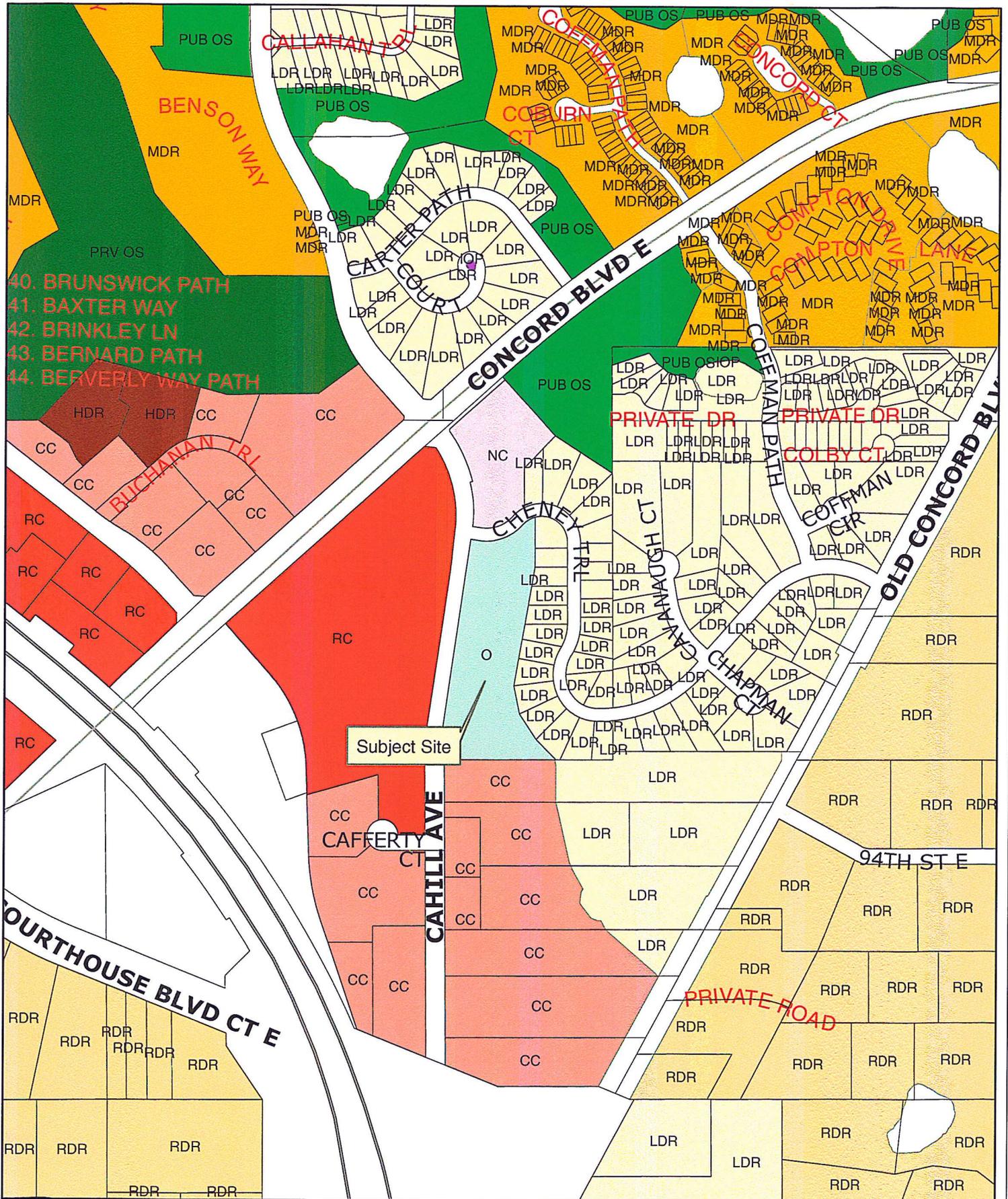


Map not to scale



Comprehensive Plan Map

Case No. 13-18SC



Arbor Pointe Planning Application Narrative

This submittal requests a Comprehensive Plan Amendment, Rezoning, Conditional Use Permit and Final Plat for a site located at the southeast quadrant of Cahill Avenue and Cheney Trail. The site is currently Comp Guided Office and is zoned Research and Development. The application requests a Conditional Use Permit with a Comp Plan reclassification to multifamily use under High Density Residential and a rezoning to R-IV under the Arbor Pointe PUD. The Conditional Use Permit will allow the site to be developed as a senior housing residential community. Since 1999, Rottlund Company, Inc. had been marketing the property as an office use and was unsuccessful.

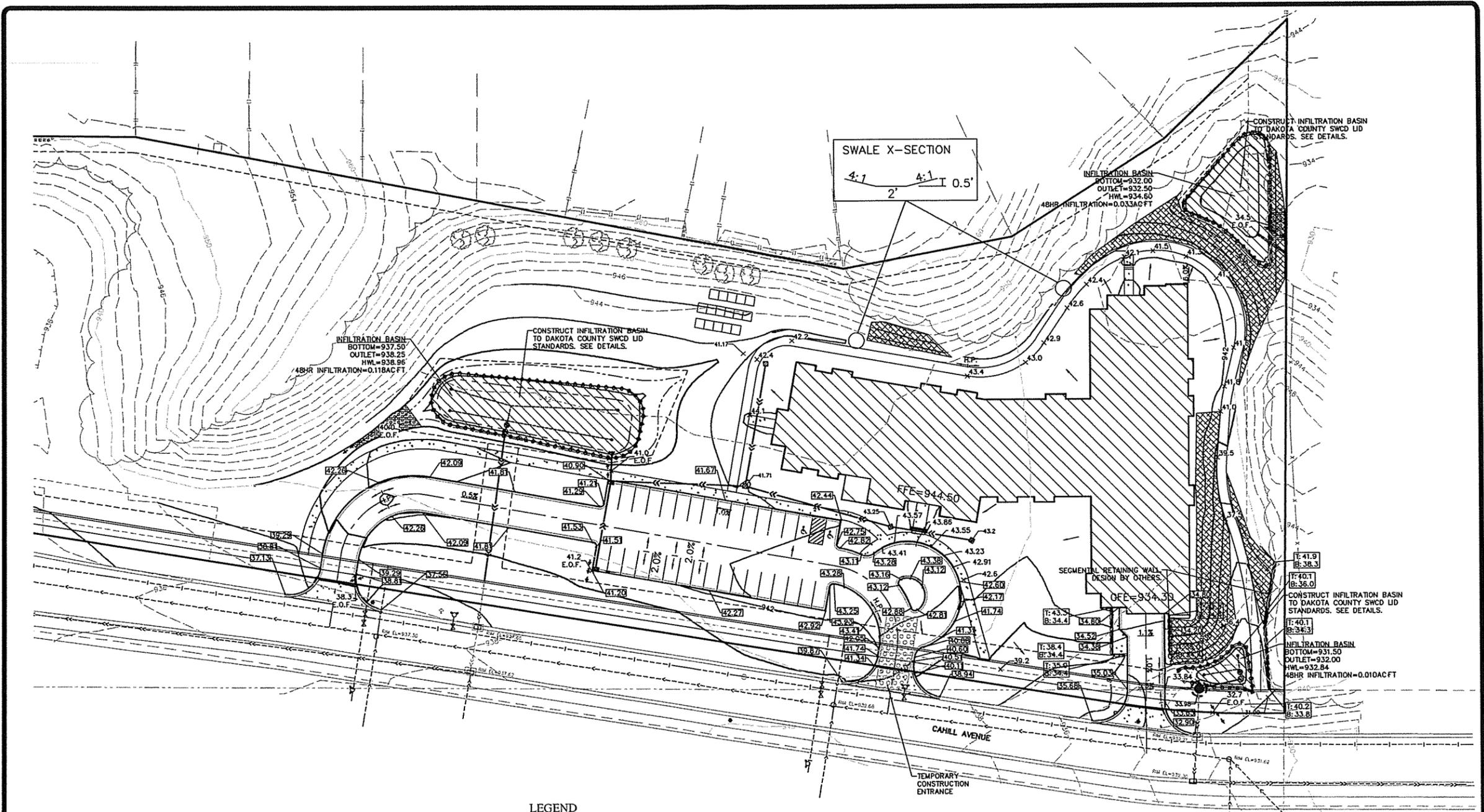
The proposed development is for a 3-story, 66 unit senior housing development consisting of one and two bedroom apartments. The building meets all requirements for R-IV zoning except for the 2:1 dwelling unit parking requirements. Our proposed design has 66 garage parking stalls and 36 surface parking places which, based on our 26 existing senior apartment buildings, historic data shows that the 1.5:1 dwelling unit parking is more than adequate to serve residents and visitors. In lieu of providing full parking at this time, we request that the city approve a 'proof of parking' area as identified on the site plan that can be developed should the city deem additional parking is needed in the future.

The property is currently platted as Outlot C Arbor Pointe Commons. This submittal requests that the property be replatted as Lot 1, Block 1 Arbor Crest 2nd Addition.

The Dakota County CDA began developing affordable senior housing developments in 1990. Since then, 26 developments have been completed providing 1,543 affordable rental apartments for adults aged 55+. These developments are located in Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul. The developments have a variety of amenities that may include community room with kitchen, club room, sitting areas, library area, exercise room, laundry facilities, emergency call system and underground heated parking. The exterior of the building will be brick and painted, fiber-cement lap siding with asphalt shingles.

To qualify for these apartments, applicants must have good landlord rental histories, good credit references, and clean criminal histories. Currently, the maximum income a one person household is \$45,100 and \$51,550 for a two person household. Rents will be fixed and there will be six premium units available that are not income restricted. Currently fixed rents for the income restricted units are \$573 for a one-bedroom and \$711 for a two-bedroom unit. Rents for the premium units are \$725 for a one-bedroom unit and \$900 for a two-bedroom unit.

Currently the land is vacant. The surrounding uses include residential and commercial uses. The overall site is 5.7 acres. The building is positioned on the southern end of the site fronting Cahill Avenue. If approvals are granted, it is anticipated that construction will begin fall 2013 with completion fall 2014.

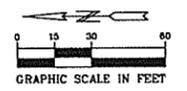


- CURB LEGEND**
- 08.32 = TOP OF CURB ELEVATION FOR B612 CURB
 - 07.82 = TOP OF CURB ELEVATION FOR RIBBON CURB
 - = B612 CURB & GUTTER
 - = RIBBON CURB & GUTTER
 - ▶ = PED. RAMP (MNDOT 7036F)

- CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
- CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
- STRAW BIO ROLLS INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST

- LEGEND**
- ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING
 - MNDOT CAT 2 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
 - WET PRAIRIE SEED MIX: MN SEED MIX 34-262
 - MNDOT CAT 6 EROSION CONTROL BLANKET. INSTALL WITHIN 24 HOURS OF STORM SEWER COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
 - PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING. ADJUST AS NEEDED IN FIELD.
 - SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.
 - ROCK BERM INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST

EARTHWORK QUANTITIES
 CUT+BASEMENT= 3218+11154=14372 CU YD
 FILL=9315 CU YD
 NET=5057 CU YD (CUT)



PIONEERengineering
 2122 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1911
 Fax: (651) 298-8888
 www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Date: 05/26/2011

NO SCALE
 3. North City Contractors
 2. 6414 11th Avenue
 1. 55123-1066
 Date: 05/26/2011

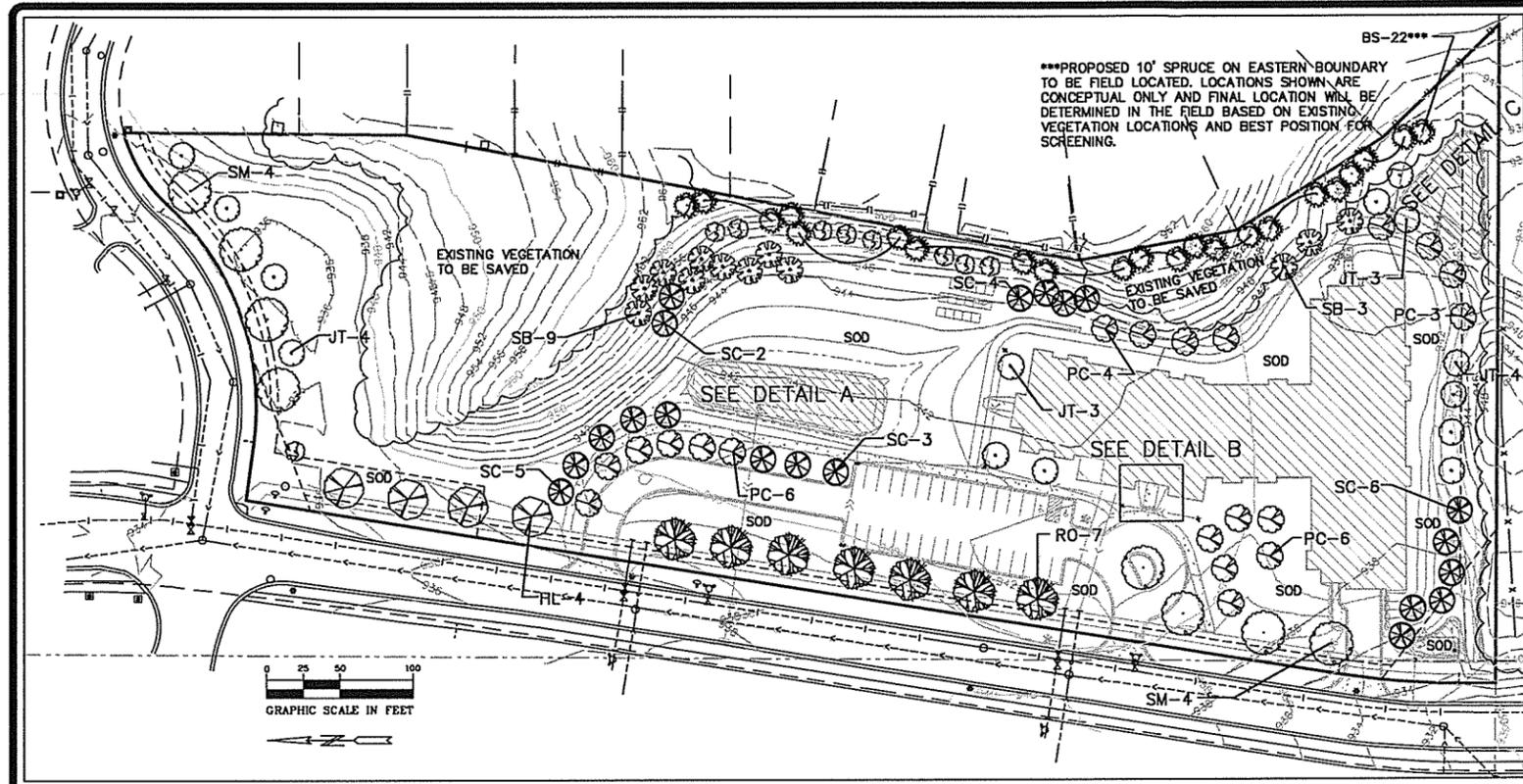
Date: 05/26/2011
 Drawn: J.L.
 Design: J.L.

GRADING & EROSION CONTROL

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
 1228 TOWN CENTRE DRIVE, BANGOR, MN 55123-1066

ARBOR CREST 2ND ADDITION
 INVER GROVE HEIGHTS, MINNESOTA

4 OF 8

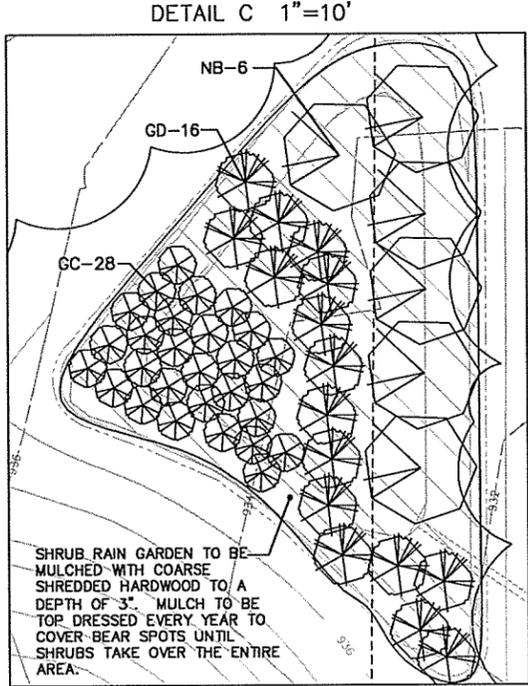
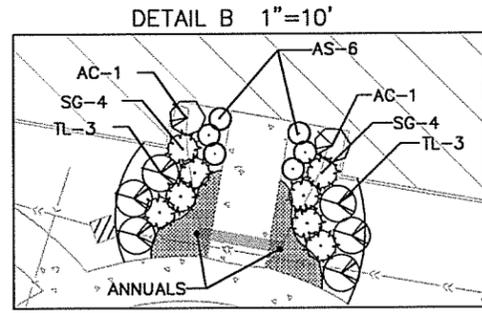
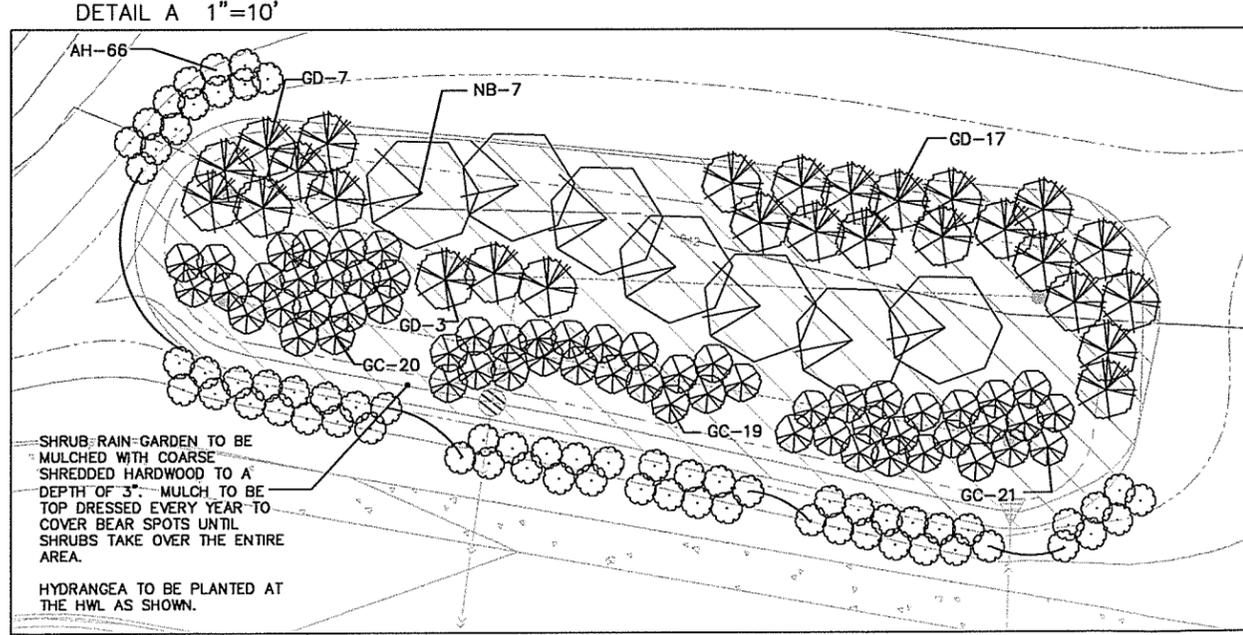


KEY	COMMON NAME / SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
OVERSTORY TREES				
HL	SKYLINE HONEYLOCUST / GLEDITSIA TRIACANTHOS VAR. INERMIS	3" B&B	4	
RO	RED OAK / QUERCUS RUBRUM	3" B&B	7	
SM	SIENNA GLEN MAPLE / ACER X FREEMANII 'SIENNA GLEN'	3" B&B	8	
ORNAMENTAL TREES				
PC	PRAIRIFIRE CRAB / MALUS X 'PRAIRIFIRE'	1.25" B&B	20	
SC	SUGAR TYME CRAB / MALUS X 'SUGAR TYME'	1.25" B&B	20	
JT	JAPANESE TREE LILAC / SYRINGA RETICULATA (CLUMP)	1.25" B&B	14	
SB	SERVICEBERRY / AMELANCHIER LAEVIS	1.25" B&B	12	
EVERGREEN TREES				
BS	BLACK HILLS SPRUCE / PICEA CLAUCA VAR. DENSATA	10' B&B*	22	*EQUAL TO 6.5 CALIPER INCHES
RAIN GARDEN SHRUBS				
AH	ANNABELL HYDRANGEA / HYDRANGEA ARBORESCENS 'ANNABELL'	BR**	66	
GC	GLOSSY BLACK CHOKEBERRY / ARONIA MELANOCARPA	BR**	66	
GD	GRAY DOGWOOD / CORNUS RACEMOSA	BR**	43	
NB	NANNYBERRY / VIBURNUM LENTAGO	BR**	13	
FOUNDATION SHRUBS				
AC	COMPACT AMERICAN CRANBERRY / VIBURNUM TRILOBUM 'COMPACTA'	#3 POT	2	
AS	ANTHONY WATERER SPIREA / SPIRAEA X BUMALDA 'A.W.'	#3 POT	6	
SG	SEAGREEN JUNIPER / JUNIPERUS CHINENSIS 'SEAGREEN'	#5 POT	8	
TL	TINKERBELL LILAC / SYRINGA BAILELLE	#3 POT	6	

- NOTES:
- BR** BARE ROOT IF AVAILABLE. IF BARE ROOT IS UNAVAILABLE OR OUT OF SEASON, THEN SUBSTITUTE WITH THE SMALLEST CONTAINER AVAILABLE.
 - ANNUAL BEDS AT BUILDING ENTRANCE TO BE AMENDED WITH PLANTING SOIL TO A DEPTH OF 6". NO MULCH OR WEED BARRIER IN ANNUAL AREA.
 - ENTRANCE PLANTINGS TO BE MULCHED RIVER ROCK TO A DEPTH OF 3".
 - 6MM BLACK POLY SHEETING TO BE USED BELOW RIVER ROCK.
 - DISTURBED AREAS TO BE SODDED AND IRRIGATED. IRRIGATION DESIGNED BY OTHERS.

LANDSCAPE REQUIREMENTS:
 ARBOR POINTE PUD: 1 OVERSTORY (3") AND 1 UNDERSTORY (1.25")/UNIT
 PROPOSED UNITS: 66
 REQUIRED NUMBER OF TREES: 66 OVERSTORY, 66 UNDERSTORY = 132 TREES
 OR REQUIRED NUMBER OF CALIPER INCHES: 198 OVERSTORY INCHES, 82.5 UNDERSTORY INCHES

PROPOSED TREES:
 OVERSTORY: 41 (200 CALIPER INCHES)
 UNDERSTORY: 66 (82.5 CALIPER INCHES)



RAIN GARDEN/INFILTRATION BASIN NOTES:

MAINTENANCE PLAN FOR SHRUB RAIN GARDEN

- WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED AS NECESSARY.
- IF THE AREA BECOMES SATURATED WITH ANY FREQUENCY, REED CANARY GRASS OR OTHER NOXIOUS WEEDS CAN BECOME A PROBLEM. SETHOXYDIM (OR EQUIVALENT) OR OTHER HERBICIDES WILL BE EFFECTIVE IN CONTROLLING REED CANARY GRASS AND OTHER NOXIOUS WEEDS.
- TREES AND SHRUBS SHOULD ONLY BE PRUNED IN THE EVENT OF DAMAGED OR BROKEN BRANCHES.
- INLETS MUST BE KEPT CLEAR OF DEBRIS.

PIONEER engineering
 CIVIL ENGINEER LAND PLANNER LAND DESIGNER LANDSCAPE ARCHITECT
 2422 Hampshire Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: (651) 918-8888
 www.pioneereng.com

This is a preliminary plan. It is not to be used for construction. It is subject to change without notice. The user assumes all liability for any errors or omissions. The user agrees to indemnify and hold the engineer harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising out of or from the use of this plan. State of Minnesota. Reg. No. 24261 Date: 11/11/11

Reviewed by: CITY COMMISSIONERS
 6-17-11 CITY COMMISSIONERS

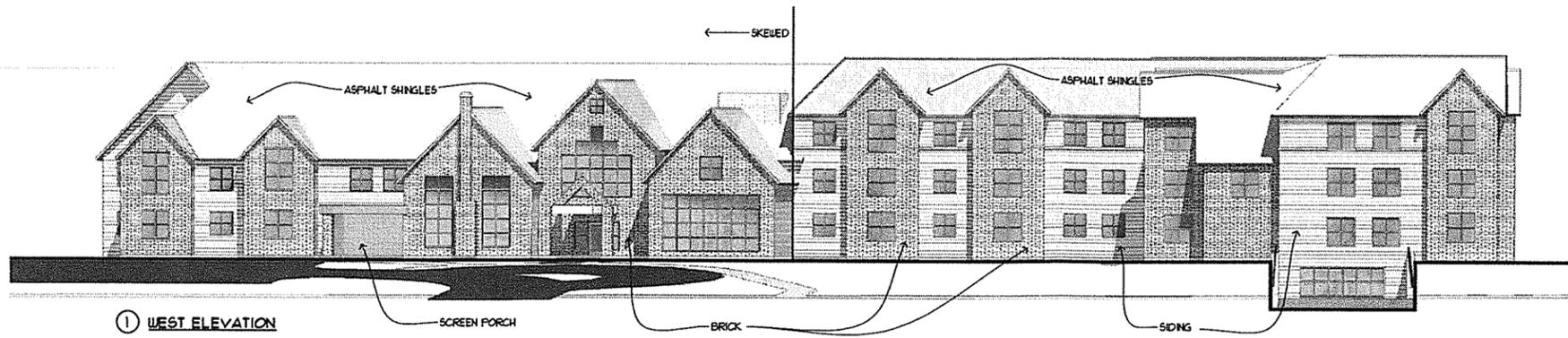
Date: 11-11-11
 Drawn: J.T.
 Disc: J.T.

LANDSCAPE PLAN

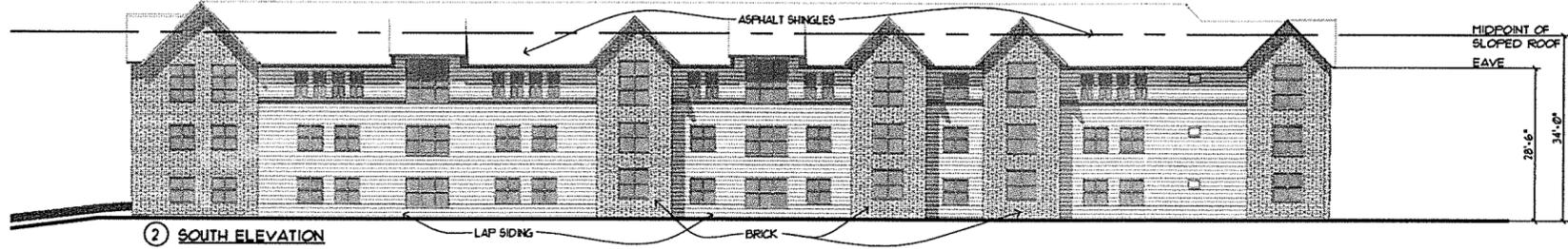
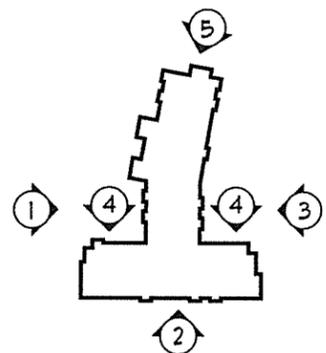
DAKOTA COUNTY
 COMMUNITY DEVELOPMENT AGENCY
 1228 TOWN CENTRE DRIVE, DAKOTA, MN 55125-1299

ARBOR CREST 2ND ADDITION
 INVER GROVE HEIGHTS, MINNESOTA

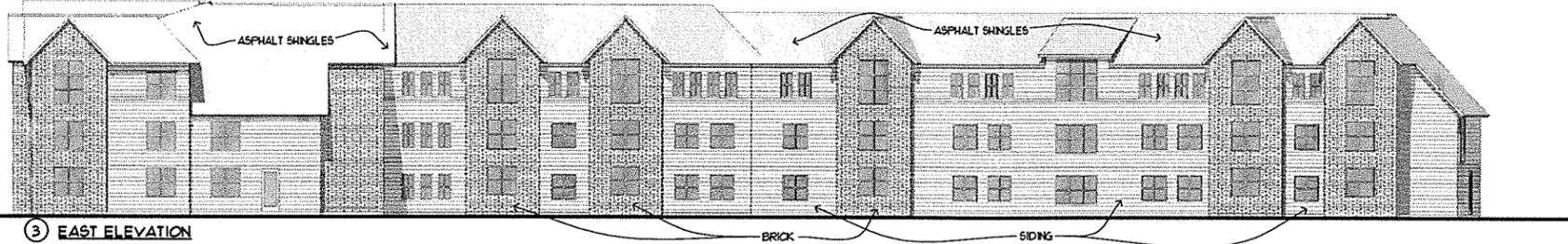
L1 OF 1



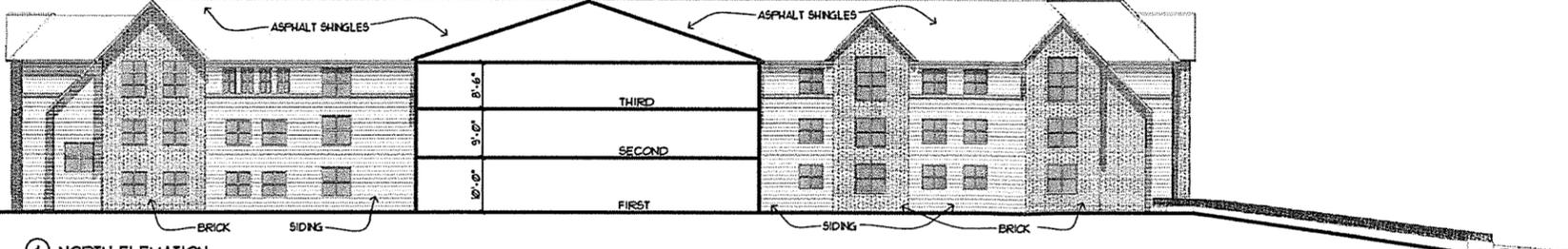
① WEST ELEVATION



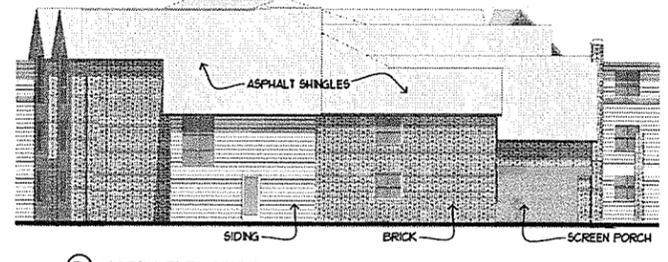
② SOUTH ELEVATION



③ EAST ELEVATION



④ NORTH ELEVATION



⑤ NORTH ELEVATION

DAKOTA COUNTY CDA SENIOR HOUSING

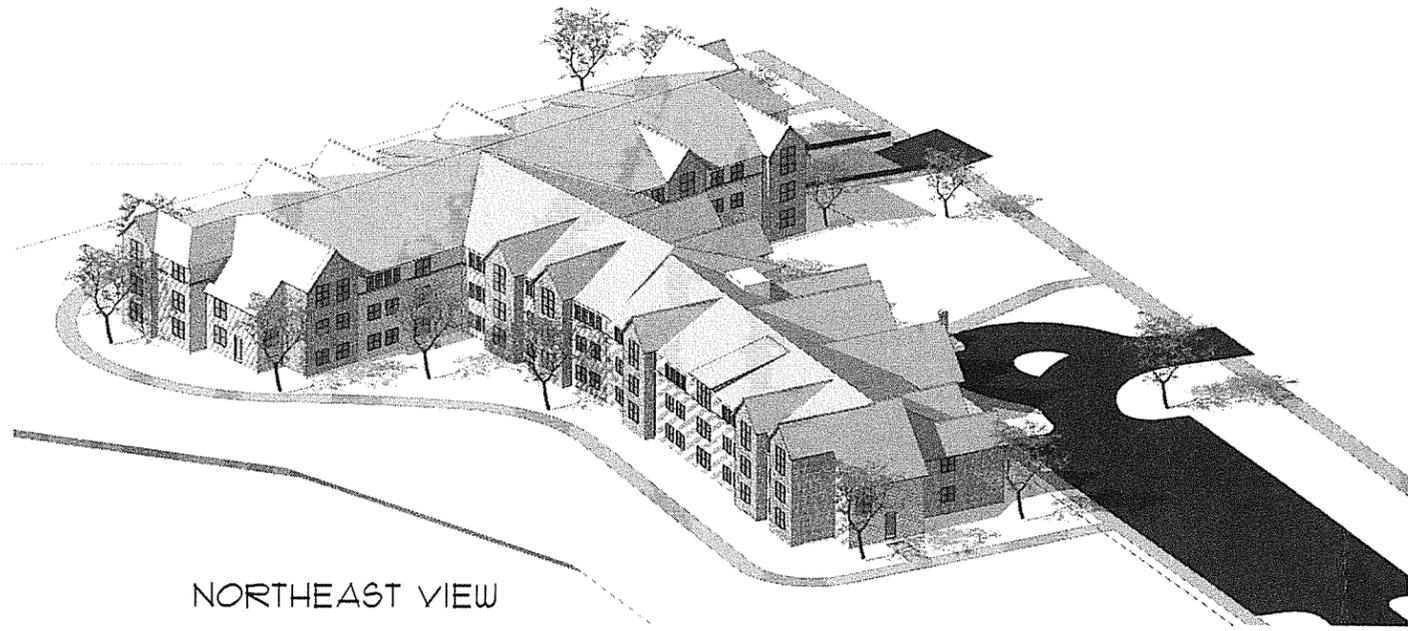
INVER GROVE HEIGHTS, MN

INSITE ARCHITECTS
 Minneapolis, MN / 612.455.1900

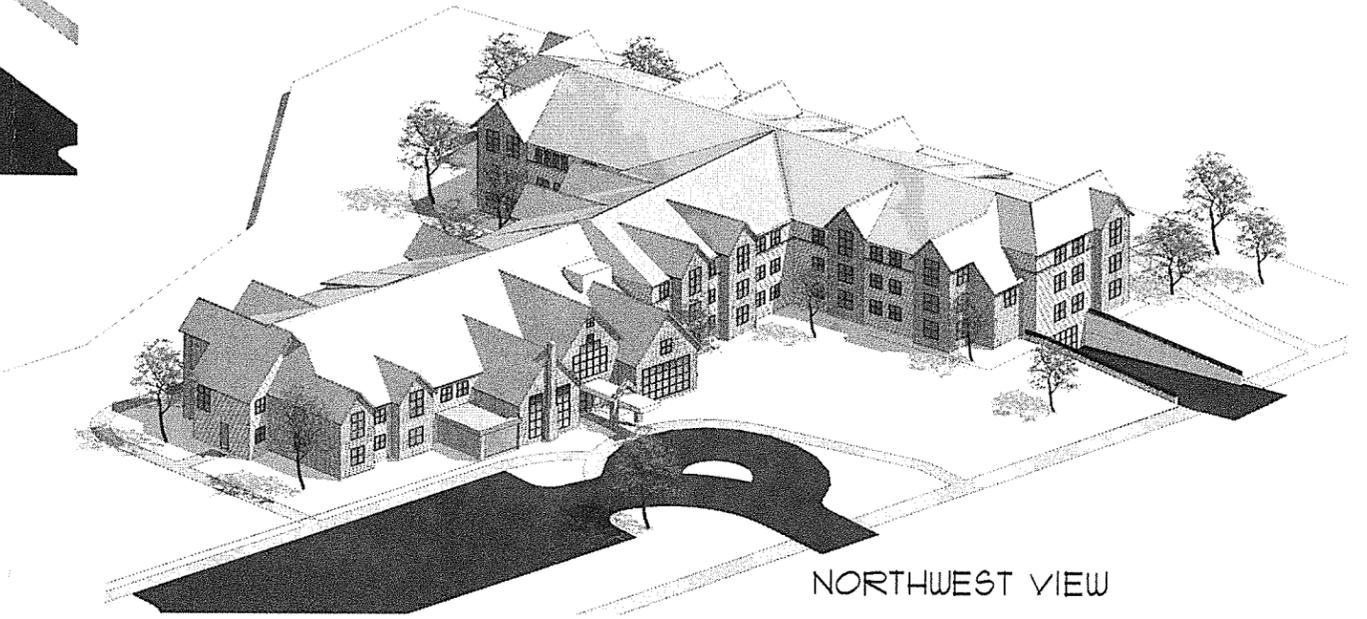
May 6, 2013
 ELEVATIONS



A3
 of 5



NORTHEAST VIEW



NORTHWEST VIEW



SOUTHWEST VIEW

DAKOTA COUNTY CDA SENIOR HOUSING

INVER GROVE HEIGHTS, MN

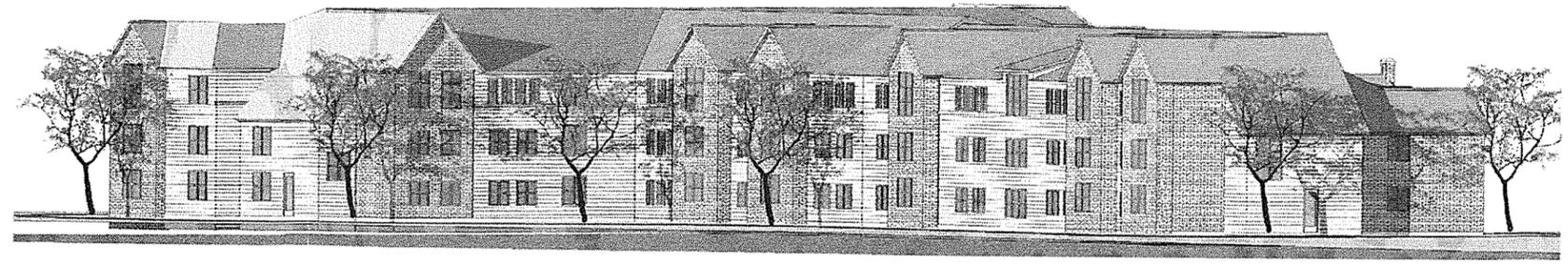
INSITE ARCHITECTS
Minneapolis, MN / 612.455.1900

May 6, 2013

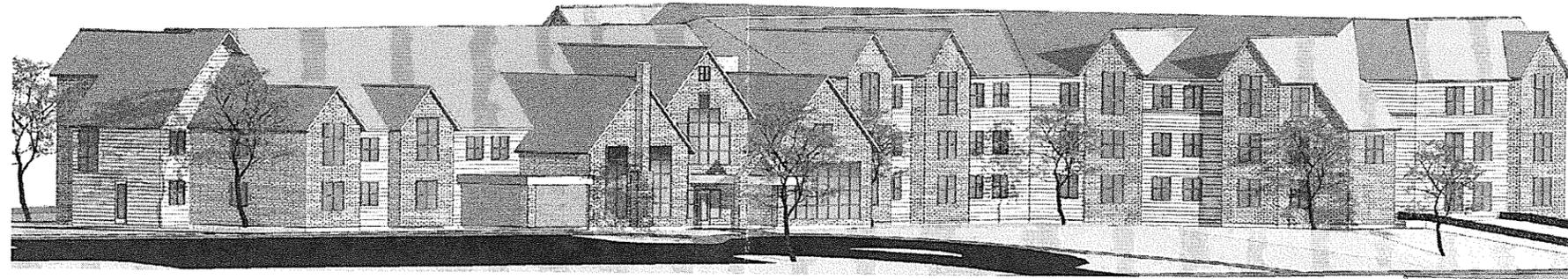
3D BIRDSEYE

A4

of 5



NORTHEAST VIEW



NORTHWEST VIEW



SOUTHWEST VIEW

DAKOTA COUNTY CDA SENIOR HOUSING

INVER GROVE HEIGHTS, MN

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May 6, 2013

3D EYE LEVEL

