

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, SEPTEMBER 9, 2013
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. School Resource Officer 2012–13 School Year Statistics

B. Mayor’s Proclamation – Spinal Cord Injury Awareness Month

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 – August 12, 2013 Special City Council Meeting _____

ii) Minutes – August 26, 2013 Regular City Council Meeting _____

iii) Minutes – August 26, 2013 Special City Council Meeting _____

B. Resolution Approving Disbursements for Period Ending September 4, 2013 _____

C. Accept Quotes and Award Work to Infratech for Cleaning the Carmen Avenue Storm Sewer from Bohrer Pond to the Northerly Intersection of Claude Way _____

D. Approve Custom Grading and Easement Encroachment Agreements for Lot 16, Block 1, Inver Hills 9th Addition, 10394 Andrea Trail _____

E. Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2013 Pavement Management Program, City Project No. 2013–09E, Henry Avenue Bituminous Pavement Removal and Replacement _____

F. Resolution Accepting Individual Project Order (IPO) No. 19 from Kimley–Horn and Associates, Inc. for the Feasibility Study, Final Design, and Construction Phase Services for City Project No. 2014–09D, College Trail Reconstruction and for City Project No. 2011–09G, Barbara Avenue Partial Reconstruction _____

G. Approval of the Land Alteration Permit (LAP) No. C–093–13 for Luther Company Limited Partnership at 1470 50th Street E. _____

H. Resolution Authorizing Staff to Execute Cooperation Agreements with Dakota County Regarding the Community Development Block Grant Program _____

I. Resolution approving the Site Plan Approval Agreement for the Inver Glen Library Addition _____

- J. Approve Proposal to Conduct Resident Survey _____
- K. Approve Temporary Liquor License Extension _____
- L. Approve Waiver Agreement _____
- M. 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:**

FINANCE:

A. **CITY OF INVER GROVE HEIGHTS;** Consider Resolutions Adopting the Proposed Tax Levy for 2014, Adopting the Proposed 2014 Budgets, Adopting the Proposed Watershed Management Taxing Districts' Tax Levies for 2014, and Setting the Date and Time of a Regularly Scheduled Meeting where the Budget will be Discussed _____

COMMUNITY DEVELOPMENT:

B. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution approving a Wetland Replacement Plan to Mitigate a Total of 4,955 Square Feet of Wetland Adjacent to Bohrer Pond through Wetland Banking _____

C. **JAMES KAMISH;** Consider a Vacation and Rededication of Certain Drainage and Utility Easements Due to a Lot Boundary Adjustment in the Plat of Dawn Way Ridge _____

8. **MAYOR & COUNCIL COMMENTS**

9. **EXECUTIVE SESSION:**

A. Property Acquisitions

10. **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 SPECIAL CITY COUNCIL MEETING
MONDAY, AUGUST 12, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Monday, August 12, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 8:12 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, Parks and Recreation Director Carlson, Public Works Director Thureen, Community Development Director Link, Finance Director Smith, Chief Stanger, Chief Thill, and Deputy Clerk Kennedy.

2. 2014 PRELIMINARY BUDGET

Ms. Smith provided follow-up information from questions raised during the July 29th and August 5th Council meetings.

According to Dakota County valuations for Railroads and Utilities are provided by the Minnesota Department of Revenue. Dakota County does not expect to receive pay 2014 valuation information until mid-August.

The proposed General Fund budget summary was updated to provide percentage changes in total revenues and total expenditures. Transfers for 2012 were previously reported incorrectly and correct information was reflected in the updates provided.

The multi-year budgeting tool would allow departments to provide inflation factors for the next five (5) years according to multiple categories. The template would be the same for all departments so not every department would utilize the same categories. The tool would also allow adjustments for one-time expenditures. A separate tool is used estimate personnel costs and allows for inflationary factors by year by employee group. The tool is intended to provide estimates and can assist the City with long-term planning efforts. She suggested that a separate meeting be scheduled to provide more detailed information about the budgeting tool and determine if Council members are interested and, if so, how the tool would be implemented during future budget discussions.

Responses to questions previously submitted by Councilmember Bartholomew were provided to the Council electronically.

Following direction from the Council during review of the Police and Fire budgets, the DCC contract was removed from "Miscellaneous Contracts" and will be reported as a separate expenditure. The 2014 Fire department budget reflected a "DCC Contract" expenditure of \$56,900 and \$0 under "Miscellaneous Contracts". The 2014 Police department budget reflected an expenditure of \$93,800 under "Miscellaneous Contracts" and a "DCC Contract" expenditure of \$512,100.

An explanation of the Central Equipment and Technology allocations were provided to illustrate the replacement and operations costs reflected within each allocation.

Councilmember Bartholomew thanked staff for providing responses to each of his questions.

Mr. Link provided an overview of the budgets for Community Development, Planning, and Inspections. He explained the Community Development department consisted of 2.90 FTEs including himself, the Code Compliance Specialist and a Senior Office Support position. He noted that 10% of his time was accounted for in the EDA budget. The Planning Department consisted of 2.00 FTEs, the City Planner and the Associate Planner. The Inspections Department consisted of 3.75 FTEs including the Chief Building Official, Combination Inspector, Assistant to the Building Official, and a 0.75 FTE Office Support position. He stated personnel costs had increased across the board due to the cost of living adjustments agreed upon during contract negotiations. Professional/technical services increased slightly due to a change in the flex/comp account fee. Purchased Services decreased slightly due to allocation adjustments for central equipment and city facilities.

Councilmember Piekarski Krech questioned what the overtime allocation in the Planning Department was for.

Mr. Link explained a portion of the overtime was for staff attendance at Planning Commission and Environmental Commission meetings. The majority of the requested allocation was for completion of a project to scan the planning files into an electronic storage database. He stated it was anticipated that the project would require overtime from support staff to be completed.

Councilmember Bartholomew stated in 2013 the line item was \$2,000 and to date only \$334 had been used. He questioned if Mr. Link felt \$3,000 was needed or if a better solution was available.

Mr. Link stated staff had planned to complete the project in 2013 but only recently obtained the necessary scanning equipment to begin converting the files.

Mayor Tourville suggested existing staff could allocate time during their regular work hours to work on the project.

Councilmember Bartholomew questioned why the amount budgeted in 2013 for temporary employees in the Inspections Department was so much higher than the forecasted amount.

Mr. Link explained a temporary inspector was hired for a three (3) month period over the summer to assist the Inspections Department when higher levels of building activity are typically experienced. He stated the number of hours was intentionally limited to evaluate the effectiveness of the arrangement. He noted because the arrangement was very successful the plan going forward would be to have the position start at the beginning of the spring and work through the summer for approximately five (5) months.

Councilmember Piekarski Krech questioned if the educational reimbursement program included a requirement that the employee remain with the City for a defined period of time.

Mr. Link stated his understanding was the individual had to remain employed with the City for one (1) year.

Councilmember Mueller questioned how the program worked.

Mr. Link stated the employee is reimbursed, up to \$1,000 per year, following the successful completion of the applicable coursework.

Ms. Smith provided an overview of the proposed 2014 budget for the Finance Department. The department consisted of 6.60 FTE including the Finance Director, Senior Accountant, Accountant, Payroll Accounting Technician, Accounts Receivable Technician, Accounts Payable Technician, and the Customer Service Specialist. She noted the Accounts Payable Technician was a 0.60 FTE, working 3 days a week. She stated personnel costs were up as a result of the negotiated employee contract settlements. Professional/Tech services increased due to changes in the flex/comp account fee. Purchased services were reduced due to allocation adjustments for central equipment and city facilities. Supplies significantly increased due to increases in the central stores and technology allocations to more accurately reflect actual costs. Capital outlay also increased due to the planned purchase of an add-on feature to enhance the capabilities of the existing financial software program.

Councilmember Bartholomew questioned if there was any opportunity to combine the Accounts Payable and Accounts Receivable positions.

Ms. Smith stated the main concern would be from an internal controls standpoint as there would be a lack of segregation of duties. She explained if the positions were combined one (1) person would have access to both the incoming and outgoing transactions.

The Council requested information related to employee medical insurance contributions in 2012, 2013, and 2014 to account for the increases reflected in each department.

Ms. Smith stated she would put together more detailed information for the Council. She explained the insurance contributions were adjusted to reflect actual costs.

Ms. Teppen presented the proposed 2014 budgets for Mayor & Council, Administration, Elections, Technology and City Facilities.

The proposed 2014 budget for Mayor & Council remained fairly steady compared to the amount budgeted for 2013. Minor changes were reflected in various line items. Purchased services increased due to an increase in the city facilities allocation. Supplies showed a marked decrease due to a decrease in the central stores allocation.

Councilmember Piekarski Krech questioned what was included in the line item for dues, licenses, & subscriptions.

Ms. Teppen stated the line item included the City's membership in various organizations such as the Municipal Legislative Commission and Metro Cities. She noted many of the dues were population based.

Councilmember Piekarski Krech questioned what the line item for meals & lodging included and if the discontinuation of council meals prior to meetings was factored in.

Ms. Teppen stated the line item was adjusted to reflect that meals were no longer being provided for the Council prior to meetings. She explained the line item also included the cost of the annual Commission Appreciation dinner.

Councilmember Bartholomew questioned why the line item labeled corporate under Professional/Tech Services had a 2013 budget of \$100,000 and the actual costs as of June 30th were under \$10,000.

Ms. Teppen stated that line item represented the fees for the City Attorney. She explained it is hard to predict from year to year what issues may arise that require legal assistance and representation. The budgeted amount is purposely inflated to allow some cushion for any unexpected issues or circumstances that may occur during the course of the year.

The Administration department consisted of 4.00 FTEs including the City Administrator, Assistant City Administrator, Human Resources Coordinator, and Deputy Clerk. Similar to other departments, personnel costs increased due to the terms of negotiated contract agreements. Professional/Technical Services decreased primarily due to decreases in the corporate and other professional services line items. Purchased Services also decreased due to a reduction in the city facilities allocation.

Councilmember Piekarski Krech questioned what the telephone allocation was for.

Ms. Teppen explained that was for the City Administrator's cell phone and the data plan for their tablets. She stated the department's work station telephones were a part of the Technology budget.

Ms. Teppen noted 2014 would be an election year. She noted the budget, similar to 2012, again included temporary personnel to assist with the administration of the absentee balloting process.

Councilmember Piekarski Krech questioned if personnel costs reflected any of the Deputy Clerk's or Human Resources Coordinator's time.

Ms. Teppen replied in the negative. She stated the line item temporary employees reflected the costs for the absentee staff and the election judges who work at the polling places. She noted the biggest expenditure in the elections budget was for election judges.

Councilmember Piekarski Krech questioned if the purchase of new voting equipment was included in the budget.

Ms. Kennedy stated the purchase would be taken out of a separate fund because it was considered a one-time expenditure. She noted the City did previously enter into a cost share agreement with Dakota County for the purchase and the RFP was out for bid. The county-wide purchase would be completed before the end of the year with implementation of the new machines during the 2014 election cycle.

Ms. Teppen stated the City Facilities budget included 1.00 FTE, the building custodian. She noted this budget also contained the costs for building maintenance and utility services.

Mayor Tourville questioned if staff was happy with contract for custodial services.

Ms. Teppen stated overall they were happy with the services being provided.

Mr. Lynch noted the City would have the opportunity to review the contract again at the time of renewal.

Ms. Teppen stated the Technology staff consisted of 3.00 FTEs including the Technology Manager, and two (2) MIS Technicians. Personnel, Professional/Technical Services, and Other Purchased services increased from the 2013 amended budget. Decreases were reflected in Supplies, Other Expenses, and Capital Outlay.

Councilmember Bartholomew questioned if the line item increase for dues, licenses, and subscriptions was related to software licensure.

Ms. Teppen responded in the affirmative.

Mr. Lynch provided the Council with information related to the discussion on July 29th surrounding the elimination of the Assistant City Administrator position. He stated the memorandum contained detailed descriptions of the duties performed either by or under the supervision of the Assistant City Administrator. He explained the information was provided as a means of justification for his recommendation that the position not be eliminated. He highlighted several functions of the position he felt were the most important to the operations of the City including the administration of human resources and labor negotiations, primary liaison to department head and supervisory staff, employee relations, policy development, building and grounds maintenance, and communications. He stated the position served such a multitude of functions focused on the day-to-day operations of the City and if the position were eliminated a number of those functions would not be given the proper attention. He added that the existence of the position allowed him to be able to focus on the more big-picture issues related to the overall operations of the City. He explained he understood that the Council was looking for ways to further reduce the budget, but felt it was unfair to place that burden on one (1) specific position. He suggested that if the Council was concerned with the structure of the organization they afford him the opportunity to develop a restructuring plan for their consideration.

Mayor Tourville stated the Assistant City Administrator position had existed for many years and the City had been well-served by it. He questioned if the issue was related to performance or if it was simply a straight cost savings measure. He opined it was the Council's job to be good stewards of the budget. He stated it was the City Administrator's job to make recommendations and decisions regarding operations to the Council. He explained options for reorganization were presented to the Council several years ago and none of them were approved. He stated he was not interested in a different structure at this point in time.

Councilmember Piekarski Krech stated it may be beneficial to look at a restructuring of the organization because she did not want to remain stagnate. She explained she was previously supportive of the City Administrator's organizational review and opined it may be an opportunity to bring vibrancy to the organization.

Councilmember Bartholomew opined a realignment of staffing may be necessary because salaries were not reflective of what is seen in the corporate world. He expressed his belief that another \$100,000 to \$250,000 could be cut from the budget. He stated he would like to see the City Administrator's recommendations for how to achieve that goal, including a restructuring plan.

Mayor Tourville stated the Council needed to have faith in staff and in their ability to make budgetary recommendations and decisions on the day-to-day operations of the City. He noted anyone could go through the budget and just start cutting line items, but it was important to recognize the impact cuts would have on operations. He questioned how different Inver Grove Heights' organizational structure was compared to other cities of a similar size.

Councilmember Madden stated the Council has worked hard for many years and through difficult economic circumstances to reduce the budget, keep the tax levy to a minimum, and maintain a high level of services for citizens. He expressed concern about the impact of personnel cuts on services.

Dian Piekarski, 7609 Babcock Trail, agreed it was unfair to place the burden on one (1) position. She stated she appreciated the justification that was provided for the Assistant City Administrator position and encouraged staff to do that for all positions within the organization. She opined she did not like comparing Inver Grove Heights to other cities as a means of justification. She suggested money could be saved if staff stopped attending conferences.

Councilmember Mueller opined the organization was still too top-heavy and he would like to see cuts. He stated he would be willing to consider a restructuring plan.

Mr. Lynch asked the Council for direction regarding the preliminary budget.

Councilmember Piekarski Krech suggested adopting the preliminary budget that was prepared by staff with a 0% rate increase and then trying to work down from that point for the final budget.

Councilmember Bartholomew agreed that the starting point should be the budget reflecting a 0% increase.

Mr. Lynch stated the budget that was proposed by staff on July 29th with a 0% increase in the tax rate would be presented for adoption on September 9th as the preliminary 2014 budget.

3. ADJOURN

The meeting was adjourned by a unanimous vote at 10:15 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 26, 2013 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, August 26, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Finance Director Smith, Parks and Recreation Director Carlson, Chief Stanger, Fire Chief Thill, and Deputy Clerk Kennedy.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Items 4A(i) and 4H from the Consent Agenda.

Councilmember Mueller removed Item 4N from the Consent Agenda.

Citizen Dian Piekarski requested Item 4A(ii) be removed from the Consent Agenda.

Citizen Allan Cederberg requested Items 4G and 4J be removed from the Consent Agenda.

Citizen Larry Josephs requested Item 4O be removed from the Consent Agenda.

A. iii) Minutes of August 12, 2013 Regular City Council Meeting

B. Resolution No. 13-107 Approving Disbursements for Period Ending August 21, 2013

C. Pay Voucher No. 1 for City Project No. 2013-09A, Cracksealing

D. Pay Voucher No. 1 for City Project No. 2013-09B, Sealcoating

E. Pay Voucher No. 5 for City Project No. 2006-08, Asher Water Tower Replacement

F. Change Order No. 5 for City Project No. 2012-09D, Urban Street Reconstruction – 65th Street Neighborhood and Cahill Court

I. Resolution No. 13-109 Accepting Bids and Awarding Contract for the 2013 Improvement Program, City Project No. 2012-07, Bohrer Pond NW Pre-treatment Basin

K. Approve Replacement of Fitness Strength Equipment for the Veterans Memorial Community Center

L. Approve ADA Accessibility at Groveland Park

M. Approve Dive Pool Heat Exchanger Replacement

P. Approve Temporary Liquor License Extension (Drkula's)

Q. Personnel Actions

Motion by Madden, second by Piekarski Krech, to approve the Consent Agenda

Ayes: 5

Nays: 0 Motion carried.

A. i) Minutes – July 29, 2013 Special City Council Meeting

Councilmember Piekarski Krech explained she did not recall making the statement regarding the Host Community Fund reflected on the second page or asking the question regarding the relationship between the debt service levy and the overall levy limit.

Mayor Tourville suggested both items be stricken from the minutes.

Motion by Piekarski Krech, second by Mueller, to approve Minutes of the July 29, 2013 Special City Council Meeting with the changes as noted.

Ayes: 5

Nays: 0 Motion carried.

A. ii) Minutes – August 5, 2013 City Council Study Session

Dian Piekarski, 7609 Babcock Trail, stated during the Fire Chief's budget presentation she asked a question regarding repair standards for equipment and did not see it reflected in the minutes. She opined the question was an important aspect of the discussion and requested it be added to the minutes.

Motion by Piekarski Krech, second by Madden, to approve Minutes of the August 5, 2013 City Council Study Session with the change as noted.

Ayes: 5

Nays: 0 Motion carried.

G. Consider Rejecting Bids Received on City Project No. 2011-15, Orchard Trail Stormwater Improvements

Allan Cederberg, 1162 82nd St. E., suggested staff should inform the residents in the area of the proposed action to reject the bids received for the project.

Mayor Tourville indicated the neighborhood would be notified after Council took formal action on the item.

Mr. Thureen explained staff was working with representatives from MN Pollution Control as well as the Dakota County Soil and Water Conservation District to identify potential alternate funding sources as new options become available.

Motion by Madden, second by Mueller, to adopt Resolution No. 13-108 rejecting bids received on City Project No. 2011-15, Orchard Trail Stormwater Improvements

Ayes: 5

Nays: 0 Motion carried.

H. Approve Proposal from Redstone Construction Company, Inc. for Replacement of River Road Sanitary Sewer Lift Station

Councilmember Piekarski Krech stated she was concerned that only two (2) bids were received and each was significantly higher than the original estimate.

Mr. Thureen stated the Utilities Superintendent provided a memo explaining at the time the City solicited input from three (3) contractors in June of 2012 each contractor estimated that the installation phase of the project would cost \$55,000 to \$58,000. With this information staff inserted a conservative estimate of \$65,000 into the 2013 Sewer Fund budget for the project. Several factors contributed to a less competitive bidding climate than what was anticipated. Many utility contractors downsized or left the business entirely over the last five (5) years enabling those that remain to charge a higher cost for their services. The contractors who remain are smaller and less able to respond to the sudden increase in construction demand that has recently occurred. Despite all of the factors involved, staff felt that two (2) competitive bids were received from reputable contractors. Given the current bidding climate staff could not guarantee that the project would be less expensive if it were delayed until 2014. The Utilities Division recommended that a contract be awarded to Redstone Construction Company Incorporated in the amount of \$78,000. He noted the three (3) contractors who did not submit a bid did provide a response to the request indicating they were simply too busy to be able to complete the project in 2013.

Councilmember Piekarski Krech questioned why two (2) different account numbers were listed as funding sources.

Mr. Thureen stated one of the accounts was specifically for major repairs or replacements and the second account had funds available to cover the \$13,000 difference.

Mayor Tourville commented other cities were experiencing similar issues in the bidding market.

Motion by Piekarski Krech, second by Madden, to approve proposal from Redstone Construction Company, Inc. for Replacement of River Road Sanitary Sewer Lift Station

Ayes: 5

Nays: 0 Motion carried.

J. Resolution Accepting Bids and Awarding Contract for the 2013 Pavement Management Program, City Project No. 2013-09C, Mill and Overlay

Allan Cederberg, 1162 82nd St. E., expressed concerns with the procedure that was used to order the project. He presented the Council with a copy of MN Statute 609B.176 relating to the vacation of a public office following an incumbent's conviction of a crime.

Motion by Piekarski Krech, second by Bartholomew, to receive document submitted by Mr. Cederberg.

Ayes: 5

Nays: 0 Motion carried.

Mr. Cederberg stated he was confused about the procedures used for pavement management projects. He claimed in 1993 an assessment hearing was held prior to the bidding process for a proposed project on 82nd Street. He questioned why the assessment hearing would be held after the completion of the project and if any other street projects had followed a similar procedure. He opined the Council violated the referenced statute because they approved a feasibility study that indicated the assessments for the project would be \$4,800 per parcel and the appraisal analysis recommended that a \$4,000 assessment per parcel could be substantiated.

Mayor Tourville stated no member of the Council had been convicted of a crime, so the statute was not applicable to the subject at hand. He noted his issue regarding the procedure followed for pavement management projects had been discussed numerous times in the past. He asked the City Attorney if the City had followed all State statutes and City Code regulations in terms of the procedure followed for this specific pavement management project.

Mr. Kuntz replied in the affirmative. He explained the contract was bid pursuant to the regulations set forth by Minnesota Statutes Chapter 429 and the Minnesota Contracting Law.

Mr. Cederberg questioned if it was proper procedure to hold the assessment hearing after the completion of the project or before the project was bid.

Mr. Kuntz stated the usual practice of the City for the majority of its Chapter 429 improvements has been to order a project, receive bids to award a contract for completion of the project, and then to assess for the project after completion. He explained there had been instances where an alternate procedure was followed, as allowed by Chapter 429, in which a project was ordered, bids were received, and the project was assessed prior to the award of contract. This was done with certainty, due to the nature of the project, that there would be no change orders or cost overruns. He noted the alternate procedure had been followed in certain instances where there had been a questionable aspect about how large the bids would be in relation to the assessments and the ability of the City to finance. He stated the feasibility report for the 2013-09C project indicated the initial assessment roll would show assessments of approximately \$4,800 per parcel, as per the City's assessment policy. Computation of the initial assessment roll for a Chapter 429 project always followed the City's assessment policy to ensure the Council and the public were aware of those figures. There was also indication that if the appraisal analysis was recertified prior to the assessment hearing, the assessments may be closer to \$4,000 per parcel.

Mayor Tourville clarified the Council was not approving final assessments. He stated the estimated assessment for the project was \$4,800 per parcel and that figure could be modified, at the Council's discretion, at the time of the assessment hearing once final project costs were known.

Mr. Cederberg questioned why the project did not require approval by the Planning Commission.

Mr. Kuntz stated the issue was discussed the last time Council reviewed the project. The improvement referenced in the applicable statute is a form of capital improvement which is included in a capital improvement plan. Because the proposed project was part of a maintenance program and did not involve

a capital improvement, approval by the Planning Commission was not required. He suggested Council could add language to the resolution approving the contract stating, “the project does not have a relationship to the Comprehensive Plan and therefore review of the project by the Planning Commission for consistency with the Comprehensive Plan is waived”.

Mr. Cederberg questioned if some of the project would be funded via the General Fund and Water fund. Councilmember Piekarski Krech responded in the affirmative. She stated projects are often funded from multiple sources.

Mr. Cederberg opined it was not fair because the residents in the project area already contribute money to the General Fund through taxes, and to the Water and Sewer Funds for utilities. He commented those that would be assessed were paying for the project multiple times.

Mayor Tourville stated the City traditionally contributes a portion of the costs for street improvements and different funds are utilized to cover those costs. He stated the Water Fund was supported by those connected to City water and the Sewer Fund was supported by those connected to City sewer.

Councilmember Piekarski Krech noted money was being contributed from the Water and Sewer funds because the project included improvements to the sewer and water system.

Mr. Thureen explained other funding sources were used because the project included expenses that are appropriately related to the funds identified.

Councilmember Bartholomew stated the City Attorney has explained that the City has the option to hold the assessment hearing after the project has been completed or at the time the bids are received. He stated there was nothing nefarious occurring. The funding sources were proposed because they are being used to fix the infrastructure they are designated for.

Motion by Madden, second by Bartholomew to adopt Resolution No. 13-110 Accepting Bids and Awarding Contract for the 2013 Pavement Management Program, City Project No. 2013-09C, Mill and Overlay with language added as suggested by the City Attorney

Ayes: 5

Nays: 0 Motion carried.

N. Approve Overtime Payment

Councilmember Mueller expressed concern that the overtime payment would be taken from the Fire Department’s budget. He opined that the Fire Department needed the money that was in the budget and suggested that the funds be taken from another source.

Councilmember Piekarski Krech opined this issue was not the result of any negligence on the part of the Fire Department as they were simply unaware of the requirement. She suggested that the funds be taken out of contingency.

Mr. Lynch stated the funding source was proposed because that was the duty performed at the time the employee earned the overtime pay and it was a matter of fairly assessing that pay to the correct department. The employee was not fairly compensated for his time served as a paid-on-call firefighter. There has been ongoing discussion with the Council as to whether or not the City would allow all other public employees to serve in similar capacities as paid-on-call firefighters in addition to their regular duties as full-time employees of the City. Consequently other departments’ budgets would have to be adjusted accordingly to compensate for any overtime that was earned.

Mayor Tourville stated the practice going forward could be to fund the overtime from the individual department’s budget. He suggested taking the funds for this particular item from contingency because it was the result of an oversight, not a planned expense.

Mr. Lynch requested that the Council allow staff to determine the source of the allocation based on the availability of fund balances. He stated the contingency fund may not have the funds available. He suggested that Council direct staff to take the funds from another source that would not affect the fire

department's budget.

Ms. Smith stated at this point the amount budgeted for contingency had been utilized to fulfill obligations resulting from employee contract negotiations.

Mr. Lynch stated he and the Finance Director would make the determination and inform the Council of the recommended funding source.

Motion by Piekarski Krech, second by Mueller, to approve overtime payment and direct the funds be taken from an alternate source, as determined by the City Administrator and Finance Director, so as not to adversely affect the 2013 Fire Department budget

Ayes: 5

Nays: 0

Motion carried.

O. Approve Limited Hunting of Canada Geese within the City

Mr. Larry Josephs presented a letter from the MN DNR dated June 28, 2013. He stated most cities within the seven-county metro area experience some type of problems with Canada Geese. It is believed that the most effective and cheapest solution to the problem is to control the population through hunting. The early goose season typically opens around September 1st and has been particularly effective in controlling local resident Canada Goose populations. Hunting helps control the population and reduce nuisance complaints. It also offers outdoor recreational opportunities for people in the community. He urged the Council to continue to allow hunting within the City and requested that the dates of the hunting season be modified and extended to coincide with the calendar adopted by the MN DNR. He stated the early dates in the season do not provide hunters with ample opportunity to significantly reduce the population.

Chief Stanger stated the City was not considering elimination of the Canada Goose hunt. He explained the limited hunting season was originally instituted because there are different windows of opportunity for migrating geese that fly through the area. The problem geese are those that stay in the area year-round, not migrating geese. He noted migration normally occurs in mid-October through the end of November. In the past the Council has allowed a goose hunt for one weekend per month for the regular Canada Goose season in addition to the early Canada Goose season from September 1st to September 20th.

Councilmember Piekarski Krech questioned what the difference was between what the City allows and what the DNR allows.

Chief Stanger explained the City's proposed dates fall within the dates of the established DNR hunting season. The only difference is the City limits the dates within the prescribed season.

Councilmember Piekarski Krech questioned when the migratory period was.

Chief Stanger stated it was usually mid-October through November, depending on the weather. The City limits hunting in October, November, and December to one weekend per month. He explained the City had an ordinance prohibiting the discharge of firearms within the City limits and the Canada Goose hunt was one of the exemptions of the ordinance.

Councilmember Mueller questioned if the City had records of the bag limits to measure the success of the hunters in past seasons.

Chief Stanger stated the City had not received consistent feedback from the hunters. He noted a change would be implemented for the upcoming season which would involve meeting with the hunters prior to issuance of a permit to provide them with guidelines of what the department would expect in terms of reporting their bag limits.

Mr. Greg Josephs explained the request was to expand the season in the City to coincide with the hunting season schedule adopted by the DNR. He opined the best chance to have an impact on the population was during October and November.

Mayor Tourville suggested expanding the season to two (2) weekends per month in October, November, and December to see how it goes. He stated some residents may not want an expanded season.

Councilmember Madden suggested allowing hunting every weekend in October, November, and December.

Councilmember Bartholomew opined allowing hunting on weekends would be more disruptive to citizens than during the week.

Councilmember Piekarski Krech stated the initial thought was to limit the activity to certain days to clearly establish when hunting was allowed to address the concerns related to the discharge of firearms.

Mr. Willy Abbott stated the close proximity of the airport should also be taken into consideration because the goose population affects the safety for pilots.

Chief Stanger clarified the early season ran from September 1st to September 20th. The regular season was split to allow hunting September 21st to September 29th and from October 12th to December 28th.

Mr. Mark Van stated he resided in an area of the City where hunting is allowed. He presented a list of residents in the same area who indicated they were in favor of extending the hunting season.

Mayor Tourville stated he was in favor of the Police department meeting with the hunters prior to issuance of a permit.

Councilmember Madden asked the Chief to impress upon the hunters the importance of providing the bag limit information.

Chief Stanger clarified the early season would stay the same as it had been in the past and the regular season would be modified to allow hunting every weekend it is allowed by the DNR.

Motion by Piekarski Krech, second by Madden, to approve limited hunting of Canada Geese within the City on weekends that fall within and coincide with the regular waterfowl hunting season established by the MN DNR and to continue to allow hunting of Canada Geese throughout the duration of the early hunting season established by the MN DNR

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Councilmember Mueller requested that the hiring practices for police officers be reviewed. He opined reserve officers that have been with the Police Department for at least two (2) years should be granted interviews for open patrol officer positions.

Mayor Tourville suggested staff should work on a recommendation to bring back to the Council for discussion. He asked Mr. Lynch if the current practice involved granting interviews to those who earn a score within a specific range on a written test.

Mr. Lynch responded in the affirmative.

Mayor Tourville stated if a reserve officer takes the test and receives a high enough score they would be granted an interview anyway. He expressed concerns with a scenario in which a reserve officer's test score was not high enough and they were still granted an interview. He opined the process needed to be fair for all applicants.

Councilmember Mueller suggested a reserve officer from the Inver Grove Heights Police Department could have points added to their test score to increase their chances of receiving an interview. He opined the process should be changed to give the reserve officers a better opportunity to be hired for open patrol officer positions.

Councilmember Bartholomew asked staff to prepare information for Council discussion detailing what the concerns are and whether or not the suggested course of action could be implemented. He stated he felt it would be fair to find some way to acknowledge a reserve officer's history with the City so it is recognized in the hiring process.

Councilmember Madden stated he would be willing to discuss the issue but had concerns with directing the Chief of Police or any other department heads how to do their jobs from the City Council bench. He opined it was not necessary for the Council to micromanage everything that is done. He stated he would like to leave the decision up to the Chief and those who are in charge of making decisions regarding the hiring of personnel.

Councilmember Mueller stated he did not know what the point system was but felt it was tough for reserve officers to earn enough points to get an interview.

Mr. Lynch stated staff would prepare information for Council discussion and review. He noted a legal opinion would also be necessary because at least one (1) councilmember had a family member that could potentially benefit from the change that had been suggested.

Mayor Tourville directed staff to provide information explaining the points system and the current procedure followed for hiring police officers.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Liquor License Violation Hearing – Eddy's Bar & Grill, LLC dba Eddy's Bar & Grill

Mr. Kuntz stated the agenda item deals with a public hearing concerning a liquor establishment located at 7537 Concord Boulevard, known as Eddy's Bar & Grill. The purpose of the hearing is for the Council to determine if it chooses to impose sanctions against the liquor establishment for a violation of liquor ordinances.

Mayor Tourville declared the hearing open.

Bridget McCauley Nason of Levander, Gillen, & Miller explained Eddy's Bar & Grill, LLC dba Eddy's Bar & Grill was before the Council for a hearing concerning the imposition of an administrative penalty for failing to comply with City Code requirements related to the liquor license and the operations of the establishment. Specifically the allegation is that Eddy's Bar & Grill failed to have all persons, other than employees, vacate the licensed premises within 30 minutes of the closing hour on December 1, 2012. Eddy's Bar & Grill is the intoxicating liquor license holder for the premises located at 7537 Concord Boulevard in the City of Inver Grove Heights. Edward Cardigan Carlson is listed as the owner of the establishment on the liquor license application submitted to the City. Eddy's Bar & Grill was served with notice of the hearing on August 12, 2013 pursuant to both the City Code and State statute provisions related to this type of hearing. Service was made by leaving the notice and attachments (police report, notice of hearing, and sentencing order) at the licensed premises with the person in charge thereof, and also via certified and regular mailing to Mr. Carlson himself. She stated on December 1, 2012 Officer Miguel Guadalajara of the Inver Grove Heights Police Department drove by Eddy's Bar & Grill at approximately 3:50 a.m. and observed that there were a number of cars in the parking lot of the licensed premises, well after the closing time of the bar. Officer Guadalajara observed several individuals exiting the building. After speaking with Mr. Carlson and entering the licensed premises Officer Guadalajara observed a number of individuals in the bar and in the downstairs area. One individual, found in the downstairs area of the bar, stated he did not work for Eddy's Bar & Grill but was there to give a friend a ride home. Mr. Carlson was subsequently issued a criminal citation for two (2) violations of the Inver Grove Heights City Code related to the operation of a liquor license establishment. On June 24, 2013 Mr. Carlson pled guilty to permitting persons in a liquor license establishment after hours in violation of City Code provision 4-1A-14(D1). He was sentenced in Dakota County District Court to one (1) year of probation, required to pay a \$280 fine and surcharge, and required to have no same or similar liquor license related offenses. She provided three (3) sets of exhibits for Council review.

Motion by Piekarski Krech, second by Madden, to receive three (3) sets of evidence exhibits.

Ayes: 5

Nays: 0

Motion carried.

Ms. McCauley Nason stated City Code provisions and State statutes do permit the Commissioner of Public Safety as well as the issuing authority to revoke or suspend a license or permit, or to impose a civil penalty of up to \$2,000 for each violation of an on-sale liquor license. Specifically for this matter, the failure to comply with any applicable statute, rule, or ordinance relating to alcoholic beverages, or any provision of City Code Title 4, Chapter 1, Article A. She noted City Code provisions provide a minimum penalty of a \$750 fine for a first-time liquor license violation. The Code provides that based upon the nature, type, severity, and circumstances of the violation the Council may impose penalties which exceed the minimums set forth at their discretion. Staff recommended the imposition of a \$750 civil penalty with a two (2) day liquor license suspension. The suspension would be stayed provided the civil penalty was paid on or before September 5, 2013 at 4 p.m. If the civil penalty was not paid on or before the deadline, the liquor license would be suspended for two (2) days calculated from 8:00 a.m. on Friday, September 20, 2013 through 8:00 a.m. on Sunday, September 22, 2013. She reiterated the imposition of any civil penalties was entirely at the discretion of the Council if they find that a violation has occurred.

Councilmember Mueller questioned why such a short period of time was given for payment of the fine. He questioned if it could be extended to 30 days.

Ms. McCauley Nason stated it was based on a staff recommendation and it could be changed at the discretion of the Council.

Councilmember Madden questioned if the suspension could also be modified at the Council's discretion.

Ms. McCauley Nason responded in the affirmative.

Edward Carlson, owner of Eddy's Bar & Grill, stated he learns from his mistakes and has taken measures to correct the issue. He asked the Council to take into consideration the fact that he is still a new establishment and every day of business matters. He requested he be allowed to pay the fine within 30 days, without a license suspension.

Councilmember Madden questioned if Mr. Carlson was given a warning by the Police Department regarding the same type of problem prior to being issued a citation.

Mr. Carlson stated he was issued a warning letter from the Chief of Police.

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

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech questioned if there had been issues at the establishment since the citation.

Chief Stanger stated there had been no observed violations. He explained officers have continued to conduct walk-throughs at the business, similar to what is done at every other liquor establishment in the City, and have observed individuals in the bar after hours but saw no indication that the individuals were consuming alcohol.

Mayor Tourville suggested that Mr. Carlson should take measures to better control who is in the establishment after closing.

Mr. Carlson stated the only people that are in the bar after hours are employees that clean.

Councilmember Madden stated he would be willing to go along with staff's recommendation. He warned Mr. Carlson that he would seek a much more severe punishment if there are future violations.

Councilmember Bartholomew stated everyone is responsible for the mistakes they make and felt staff's recommendation was an appropriate penalty. He explained staff has presented a recommendation that demonstrates the City is serious about the enforcement of established rules and regulations.

Councilmember Madden stated he would be willing to give Mr. Carlson 30 days to pay the fine.

Councilmember Bartholomew opined extending the time frame to 30 days would set the wrong precedent.

Councilmember Piekarski Krech suggested a compromise of 15 days.

Councilmember Mueller stated 30 days was reasonable.

Mayor Tourville stated 30 days would make the due date for payment of the fine September 26, 2013. If the fine is not paid by the deadline the two (2) day suspension would be imposed from 8:00 a.m. on October 11th through 8:00 a.m. on October 13th.

Motion by Mueller, second by Madden, to adopt Resolution No. 13-111 Imposing Sanctions upon On-Sale Intoxicating Liquor License Holder Eddy's Bar & Grill LLC dba Eddy's Bar & Grill with the changes as noted

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. INDEPENDENT SCHOOL DISTRICT #199; Consider the following requests for property located at 3201 68th Street:

- i) Resolution relating to a Conditional Use Permit to Exceed the Impervious Surface Amount Allowed in the Shoreland District for an Expansion to Hilltop Elementary School
- ii) Resolution relating to a Variance to Allow a 20 Foot Rear Yard Setback Whereas 30 Feet is Required

Mr. Hunting explained the school district proposed a 10,000 square foot addition onto the north side of Hilltop Elementary school. The addition would be on the northwest portion of the site. The variance is for a 20 foot setback from the north property line whereas 30 feet is required. Staff did not find a negative impact of the variance request because the immediate property to the north was vacant. The conditional use permit request was to exceed the 25% impervious surface allowed in the Shoreland Overlay District. In 2006 an increase to 39% impervious surface was approved and the current proposal would further increase the impervious surface to 41%. He noted an applicant is allowed to exceed the 25% threshold if the City has a storm water management plan in place. The school district included measures that would treat storm water on site. Staff recommended approval of both requests.

Councilmember Piekarski Krech if the increase in impervious surface would result in the school district paying increased storm water utility fees.

Mr. Thureen stated when computing fees consideration is given as to whether or not the site contains features and facilities to treat the storm water. Credit is given against a portion of the fee to recognize the measures that were implemented. The school district will create the facility and maintain it so the City does not have to do it. The base fee for storm water utility would not change, the surcharge would be affected. A credit from 25-75% can be earned based on the design of the facilities.

Councilmember Piekarski Krech expressed concern about the amount of impervious surface. She confirmed all of the water would be treated on-site.

Mr. Thureen responded in the affirmative.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 13-112 approving a Conditional Use Permit to Exceed the Impervious Surface Amount Allowed in the Shoreland District for an Expansion to Hilltop Elementary School and Resolution No. 13-113 approving a Variance to Allow a 20 Foot Rear Yard Setback whereas 30 Feet is Required

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Madden commended the parks staff for their work repairing the sink hole at Sleepy Hollow Park.

Mayor Tourville reminded residents to participate in Inver Grove Heights Days.

9. ADJOURN: Motion by Mueller, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 8:50 p.m.

DRAFT

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, AUGUST 26, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Monday, August 26, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 9:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, Parks and Recreation Director Carlson, Public Works Director Thureen, Finance Director Smith, Chief Stanger, Chief Thill, and Deputy Clerk Kennedy.

2. 2014 PRELIMINARY BUDGET

Mr. Thureen provided an overview of the proposed 2014 Public Works budget. Public Works staff consisted of 1.25 FTEs including the Public Works Director and a 25% allocation for the Public Works Support Specialist. Personnel costs increased due to negotiated contract settlements. Purchased Services decreased as a result of allocation reductions. Supplies increased due to an increased technology allocation. The Engineering department consisted of 7.08 FTEs including the City Engineer, Assistant City Engineer, four (4) Senior Engineering Technicians, a 75% allocation for the Public Works Support Specialist, and a 33% allocation for the GIS Technician. He noted two (2) employees were still eligible for STEP increases. He stated Professional/Technical Services was increased to have funds available for consultants for potential projects.

Councilmember Piekarski Krech questioned what generated overtime in Engineering.

Mr. Thureen explained the majority of overtime costs were project related and involved technician field work. He noted the staff time was charged back to the project.

Ms. Smith stated the overtime was initially reported in an Engineering line item and then was added back in on the revenue side after it is charged to the specific project that generated the overtime.

Mr. Thureen stated there was no large Pavement Management Program in 2013 and it was unlikely there would be one in 2014 either due to the lack of available funding.

He stated the Streets department consisted of 9.00 FTEs including the Maintenance Superintendent (75%), Office Support (25%), one (1) Lead Worker, and seven (7) Maintenance workers. The Repair & Maintenance – Road line item was significantly reduced. This included money for contract assistance with repairs and normally included traffic signal maintenance and a contract for curb/gutter/sidewalk maintenance. The majority of street patching would now be done by staff with a new paver that was purchased and turf repair would not be contracted out, staff would complete as time allows.

Councilmember Piekarski Krech questioned how the Maintenance Superintendent divided his time.

Mr. Thureen stated 75% of his time was spent managing the Streets department and 25% was spent managing Central Equipment. He noted 80% of the Streets department budget increase was attributable to allocation adjustments.

The Street Lights budget included the reduction of Professional/Technical Services to zero and a \$2,800 reduction in the line item for Repair & Maintenance – Equipment. He noted no new street lights were anticipated for 2014.

Mayor Tourville questioned if any significant requests had been received for street lights.

Mr. Thureen responded in the negative. He stated the majority of the requests are for neighborhood lights for which 100% of the costs are assessed.

Mayor Tourville questioned if there was still discussion of implementing a street light utility.

Mr. Thureen stated staff was still working with Xcel to determine where the lights are and who is being charged for them. A discussion with the Council was likely to take place within the next six (6) months.

Mr. Carlson presented the Parks budget. He stated aside from the increase in personnel costs due to contract settlements and an increase in allocations there were no other increases in the proposed 2014 budget. He noted no additional staff was proposed. The current staffing level of 8.74 FTE and 2.76 seasonal/temporary staff would be retained.

Dian Piekarski questioned if anything had been done to address the snow removal equipment that damaged several trails 1-2 years ago.

Mr. Carlson stated the equipment was repaired to rectify the problem.

Councilmember Madden stated he would like the way finding signage within the parks system to be updated to include a “you are here” designation so visitors can easily determine where they are in the City. He also requested that staff get the fountain at Simley Lake repaired in time for Inver Grove Heights Days.

Mr. Carlson explained as a cost saving measure the signage was designed to not be location specific. The location corresponded to a number on the map.

Mayor Tourville suggested adding a “you are here” notation to the maps when they are replaced.

Councilmember Bartholomew questioned if the \$10,000 increase in fertilizer costs was solely because of the addition of Skyview Park.

Mr. Carlson explained it was a reflection of the expenditure that had been made historically, plus the addition of Skyview Park. He noted the actual costs reflected as of June 30th did not include several applications.

3. ADJOURN

Motion by Piekarski Krech, second by Bartholomew, to adjourn. The meeting was adjourned by a unanimous vote at 9:41 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: September 9, 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 August 22, 2013 to Setember 4, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending Setember 4, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$189,459.21
Debt Service & Capital Projects	140,421.35
Enterprise & Internal Service	52,518.03
Escrows	8,799.45
	<hr/>
Grand Total for All Funds	<u><u>\$391,198.04</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 August 22, 2013 to Setember 4, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING September 4, 2013**

WHEREAS, a list of disbursements for the period ending September 4, 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	\$189,459.21
Debt Service & Capital Projects	140,421.35
Enterprise & Internal Service	52,518.03
Escrows	8,799.45
Grand Total for All Funds	<u><u>\$391,198.04</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of September, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



Expense Approval Report

By Fund

Payment Dates 8/22/2013 - 9/4/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABC RENTALS INC	220888	09/04/2013	28367	101.42.4200.423.30700	37.21
ACE PAINT & HARDWARE	516095/5	09/04/2013	501126	101.42.4200.423.60065	9.07
ACE PAINT & HARDWARE	516578/5	09/04/2013	7/19/13	101.42.4200.423.60018	38.47
ACE PAINT & HARDWARE	516597/5	09/04/2013	7/21/13	101.42.4200.423.60018	6.49
ACE PAINT & HARDWARE	516597/5	09/04/2013	7/21/13	101.42.4200.423.60065	23.93
ACE PAINT & HARDWARE	516627/5	08/27/2013	7/24/13	101.44.6000.451.40047	15.04
ACE PAINT & HARDWARE	516688/5	09/04/2013	7/26/13	101.42.4200.423.40040	8.54
ACE PAINT & HARDWARE	7/26/13	08/27/2013	7/26/13	101.44.6000.451.40047	6.40
ACE PAINT & HARDWARE	516964/5	08/27/2013	8/16/13	101.44.6000.451.60040	88.57
ACE PAINT & HARDWARE	516806/5	08/27/2013	8/6/13	101.44.6000.451.40047	88.56
ACE PAINT & HARDWARE	516859/5	08/27/2013	8/9/13	101.44.6000.451.60040	48.04
AGASSIZ SEED & SUPPLY	INV063678	08/27/2013	CITYO55077	101.44.6000.451.60016	7,200.00
ALL GOALS, INC.	10534	08/27/2013	55077-3	101.44.6000.451.60065	89.00
ARROWWOOD RESORT & CONFERENCE CTR	8/20/13 B	09/04/2013	GFOA 2013 CONFERENCE ROOM RESERV	101.41.2000.415.50075	1,038.87
ASPEN MILLS	138350	09/04/2013	550771	101.42.4200.423.30700	6.41
AT & T MOBILITY	28723777109X08122013	09/04/2013	287237771092	101.41.1000.413.50020	51.86
AT & T MOBILITY	28723777109X08122013	09/04/2013	287237771092	101.41.1100.413.50020	25.93
AT & T MOBILITY	28723777109X08122013	09/04/2013	287237771092	101.43.5100.442.50020	30.93
BATTLES, SHANNON	8/20/13	08/27/2013	REIMBURSE-MN GFOA ANNUAL CONFER	101.41.2000.415.50080	225.00
BELLEISLE, MONICA	8/2/13	09/04/2013	REIMBURSE-MILEAGE	101.42.4200.423.50065	66.05
BROCK WHITE COMPANY LLC	12339681-00	08/27/2013	6481	101.44.6000.451.60065	63.21
BROWN TRAFFIC PRODUCTS, INC.	039989	09/04/2013	179048	101.43.5200.443.60016	74.81
CA DEPT OF CHILD SUPPORT SERVICES	INV0022238	08/23/2013	MIGUEL GUADALAJARA FEIN/TAXPAYER	101.203.2032100	279.69
CENTRAL TURF & IRRIGATION SUPPLY	5040949-00	08/27/2013	112659	101.44.6000.451.40047	162.45
CENTURY LINK	7/19/13 651 455 9072 782	09/04/2013	651 455 9072	101.42.4200.423.50020	41.80
CITY OF SOUTH ST. PAUL	BILLING 8/8/13	09/04/2013	UTILITY BILLING 4/2/13-7/3/13	101.207.2070900	33.00
CITY OF ST PAUL POLICE DEPARTMENT	INVGRVHGT-CSPW	09/04/2013	IPTM CRIME SCENE PROCESSING WORKS	101.42.4000.421.50080	1,500.00
CLAREY'S SAFETY EQUIPMENT	151311	09/04/2013	090500	101.42.4200.423.60065	640.00
COLLINS ELECTRICAL CONST.	1331085.01	08/27/2013	8/20/13	101.43.5400.445.40042	670.90
COLLINS ELECTRICAL CONST.	1331114.01	08/27/2013	8/20/13	101.43.5200.443.40046	1,070.35
COLLINS ELECTRICAL CONST.	1331163.01	08/27/2013	8/20/13	101.43.5200.443.40046	253.00
COLLINS ELECTRICAL CONST.	1331187.01	08/27/2013	8/20/13	101.43.5200.443.40046	738.85
COORDINATED BUSINESS SYSTEMS	CNIN126145	09/04/2013	4555082	101.42.4200.423.30700	132.57
CRAWFORD DOOR SALES COMPANY	11076	09/04/2013	4373	101.42.4200.423.40040	143.75
CUB FOODS	7/18/13	08/27/2013	BOTTLED WATER PURCHASE 7/18/13	101.43.5100.442.60065	4.50
CULLIGAN	7/31/13 157-98459100-6	09/04/2013	157-98459100-6	101.42.4200.423.60065	35.79
CUMMINS NPOWER LLC	100-79749	09/04/2013	30-JUN-2018	101.42.4200.423.40040	340.00
DAKOTA COMMUNICATIONS CENTER	IG2013-08	09/04/2013	AUGUST 2013	101.42.4000.421.70501	38,846.70
DAKOTA COMMUNICATIONS CENTER	IG2013-08	09/04/2013	AUGUST 2013	101.42.4200.423.70501	4,316.30
DAKOTA CTY FINANCIAL SVCS	JAN-MAR 2013	09/04/2013	0430	101.42.4000.421.70501	3,109.44
DAKOTA CTY FINANCIAL SVCS	JAN-MAR 2013	09/04/2013	0430	101.42.4200.423.30700	3,218.55
DAKOTA CTY FINANCIAL SVCS	JAN-MAR 2013	09/04/2013	0430	101.43.5200.443.30700	109.10
EMERGENCY AUTOMOTIVE TECHNOLOGIES	MS081213-12	09/04/2013	8/13/13	101.42.4200.423.40041	2,169.67
FARMERS MILL & ELEVATOR INC	WC 029213	08/27/2013	INVGR1	101.44.6000.451.60030	587.81
FEDEX OFFICE WSP	062000004745	08/27/2013	6701-0000 8/17/13	101.43.5100.442.60065	42.83
FIRST IMPRESSION GROUP, THE	54225-P	09/04/2013	SEPT/OCT INSIGHTS	101.41.1100.413.50032	2,345.00
FIRSTSCRIBE	2460456	08/27/2013	8/1/13	101.43.5100.442.40044	250.00
FROST SERVICES	482	08/27/2013	8/12/13	101.44.6000.451.60040	439.26
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.41.1100.413.30550	0.92
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.41.2000.415.30550	1.80
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.42.4000.421.30550	11.04
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.43.5000.441.30550	0.92
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.43.5100.442.30550	2.76
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.44.6000.451.30550	1.25
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.45.3000.419.30550	0.84
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	101.45.3300.419.30550	1.84
GOODPOINTE TECHNOLOGY, INC.	2603	08/27/2013	2013 PCI PAVEMENT CONDITION SURVE	101.43.5100.442.40044	4,830.00
HEALTHEAST MEDICAL TRANSPORTATION	13-24178	09/04/2013	7/8/13	101.42.4000.421.30700	85.00
HOME DEPOT CREDIT SERVICES	7/12/13 6035 3225 0255 481	09/04/2013	6035 3225 0255 4813	101.42.4200.423.60018	79.09
KENISON, TERRI	JULY 2013	09/04/2013	JULY 2013	101.42.4200.423.30700	908.44
KEYS WELL DRILLING CO	2013093	08/27/2013	8/2/13	101.44.6000.451.40040	3,450.00
LOCAL GOVERNMENT INFORMATION SYSTEM	36980	09/04/2013	111541	101.42.4200.423.30700	108.00
LOCAL GOVERNMENT INFORMATION SYSTEM	37131	09/04/2013	111541	101.42.4200.423.30700	108.00
LYNCH, JOE	8/12/13	09/04/2013	REIMBURSE-MEETING	101.41.1100.413.50075	33.94
M & J SERVICES, LLC	471	08/27/2013	7/30-8/1 2013	101.44.6000.451.40046	6,775.00
M & J SERVICES, LLC	472	08/27/2013	8/2/13	101.44.6000.451.40046	850.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MADISON NATIONAL LIFE INSURANCE COMPANY	SEPT 2013	09/04/2013	GROUP #012439	101.203.2031700	2,495.98
MENARDS - WEST ST. PAUL	33064	09/04/2013	30170270	101.43.5200.443.60016	53.46
MIKE'S SHOE REPAIR, INC.	820213	09/04/2013	8/20/13	101.42.4200.423.30700	59.00
MINNEAPOLIS OXYGEN CO.	171073572	09/04/2013	113504	101.42.4200.423.40042	79.52
MINNEAPOLIS OXYGEN CO.	171073573	09/04/2013	113504	101.42.4200.423.40042	127.23
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0022236	08/23/2013	RICK JACKSON FEIN/TAXPAYER ID: 41600	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0022237	08/23/2013	JUSTIN PARRANTO FEIN/TAXPAYER ID: 4	101.203.2032100	484.54
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.203.2030900	3,006.59
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.41.1100.413.20620	5.44
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.41.2000.415.20620	9.06
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.42.4000.421.20620	19.50
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.42.4200.423.20620	4.52
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.43.5000.441.20620	2.06
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.43.5100.442.20620	14.29
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.43.5200.443.20620	7.14
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.44.6000.451.20620	8.95
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.45.3000.419.20620	3.58
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.45.3200.419.20620	1.84
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	101.45.3300.419.20620	(7.36)
MOORE MEDICAL LLC	82169084 I	09/04/2013	21185816	101.42.4200.423.60065	110.66
MTI DISTRIBUTING CO	921775-00	08/27/2013	91180	101.44.6000.451.40047	728.53
NEWMAN SIGNS INC	TI-0265340	09/04/2013	INV001	101.43.5200.443.60016	205.07
NFPA	5880581X	09/04/2013	116140 1 YEAR RENEWAL	101.42.4200.423.50070	165.00
OXYGEN SERVICE COMPANY, INC	07705797	09/04/2013	06798682-00	101.42.4000.421.60065	121.84
PRECISE MRM	IN200-1000011	08/27/2013	308799	101.43.5200.443.50070	11.21
PRESTIGE ELECTRIC, INC.	85795	09/04/2013	CITYOFIGH	101.42.4200.423.40040	98.00
RESCUEPAX, LLC	159	08/27/2013	IGHFD	101.42.4200.423.40042	1,130.00
SAM'S CLUB	7/23/13 7715 0904 0133 489	09/04/2013	7715 0904 0133 4891	101.42.4200.423.50075	213.46
SAM'S CLUB	7/23/13 7715 0904 0133 489	09/04/2013	7715 0904 0133 4891	101.42.4200.423.60065	101.90
SCHROEPFER, WILLIAM	8/22/13	08/27/2013	REIMBURSE-MILEAGE	101.41.2000.415.50065	41.13
SCHROEPFER, WILLIAM	8/22/13	08/27/2013	REIMBURSE-MILEAGE	101.41.2000.415.50070	60.00
SCHROEPFER, WILLIAM	8/22/13	08/27/2013	REIMBURSE-MILEAGE	101.41.2000.415.50080	225.00
SMITH KRISTI	8/20/13	09/04/2013	REIMBURSE-GFOA	101.41.2000.415.50065	20.91
SMITH KRISTI	8/20/13	09/04/2013	REIMBURSE-GFOA	101.41.2000.415.50075	15.00
SMITH KRISTI	8/20/13	09/04/2013	REIMBURSE-GFOA	101.41.2000.415.50080	225.00
SPRINT	842483314-141	08/27/2013	842483314	101.41.1000.413.50020	71.70
SPRINT	842483314-141	08/27/2013	842483314	101.41.1100.413.50020	85.86
SPRINT	842483314-141	08/27/2013	842483314	101.41.2000.415.50020	35.85
SPRINT	842483314-141	08/27/2013	842483314	101.42.4000.421.50020	1,225.56
SPRINT	842483314-141	08/27/2013	842483314	101.42.4200.423.50020	647.94
SPRINT	842483314-141	08/27/2013	842483314	101.43.5000.441.50020	94.84
SPRINT	842483314-141	08/27/2013	842483314	101.43.5100.442.50020	293.17
SPRINT	842483314-141	08/27/2013	842483314	101.43.5200.443.50020	255.24
SPRINT	842483314-141	08/27/2013	842483314	101.44.6000.451.50020	483.62
SPRINT	842483314-141	08/27/2013	842483314	101.45.3000.419.50020	106.37
SPRINT	842483314-141	08/27/2013	842483314	101.45.3300.419.50020	210.92
STRAIGHT RIVER MEDIA	1279	09/04/2013	IGH NEWSLETTER SEPT-OCT	101.41.1100.413.50032	900.00
TOTAL CONSTRUCTION & EQUIP.	58004	08/27/2013	CIT001	101.44.6000.451.40040	188.58
TOTAL CONSTRUCTION & EQUIP.	57984	08/27/2013	CIT001	101.44.6000.451.40040	137.19
TRACTOR SUPPLY CREDIT PLAN	8/21/13 6035 3012 0018 367	09/04/2013	6035 3012 0018 3679	101.43.5200.443.60016	34.22
TRACTOR SUPPLY CREDIT PLAN	8/21/13 6035 3012 0018 367	09/04/2013	6035 3012 0018 3679	101.44.6000.451.60040	9.62
TRACTOR SUPPLY CREDIT PLAN	8/21/13 6035 3012 0018 367	09/04/2013	6035 3012 0018 3679	101.44.6000.451.60065	12.57
TWIN CITIES OCCUPATIONAL HEALTH PC	102096908	09/04/2013	N26-1251001589	101.41.1100.413.30500	25.00
UNIFIRST CORPORATION	090 0172071	08/27/2013	1051948	101.43.5200.443.60045	23.78
UNIFIRST CORPORATION	090 0172071	08/27/2013	1051948	101.44.6000.451.60045	36.12
UNIFORMS UNLIMITED	173062	09/04/2013	I14866	101.42.4000.421.60045	63.09
WEBBER RECREATIONAL DESIGN, INC.	365	08/27/2013	8/15/13	101.44.6000.451.40047	4,221.56
WHAT WORKS INC	IGH ED-001	08/27/2013	6/19/13-8/16/13	101.44.6000.451.30700	2,470.00
XCEL ENERGY	378326476	09/04/2013	51-5279113-0	101.43.5200.443.40020	1,635.78
XCEL ENERGY	378326476	09/04/2013	51-5279113-0	101.43.5400.445.40020	11,304.02
XCEL ENERGY	378524670	09/04/2013	51-6431857-4	101.42.4200.423.40010	189.77
XCEL ENERGY	378524670	09/04/2013	51-6431857-4	101.42.4200.423.40020	2,676.14
XCEL ENERGY	379252795	09/04/2013	51-5185446-3	101.42.4000.421.40042	45.49
Fund: 101 - GENERAL FUND					125,623.00
ENDORSE COMMUNICATIONS LLC	354	08/27/2013	WEBSITE UPDATES	201.44.1600.465.30700	412.50
ENSEMBLE CREATIVE & MARKETING	IGH080813	08/27/2013	JULY 2013	201.44.1600.465.50025	1,680.00
ST PAUL ARENA COMPANY, LLC	SPAC0000939	08/27/2013	JULY-SEP 2013	201.44.1600.465.50025	150.00
Fund: 201 - C.V.B. FUND					2,242.50
ALDRICH, PATRICK	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
AUGUSTANA LUTHERAN CHURCH	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
BELL, JON	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
CAIN, COLIN	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
CLEMENS, CHAD	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CONCORDIA MENS CLUB	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
CORNELL, ETHAN	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
DAULTON, JOSH	8/21/13	09/04/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	100.00
DELOYA, CATHERINE	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
DELOYA, MARCO	8/20/13	08/27/2013	LEAGUE CHAMPION-MENS TUESDAY	204.44.6100.452.60009	115.00
DONOFRI, NICOLE	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
ELDRIDGE, JEREMIAH	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
FRIBERG, MATTHEW	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	204.44.6100.452.30550	0.41
HARMS, THAD	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
HOPE COMMUNITY CHURCH	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
INVER GROVE FORD	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
INVER HILLS ASSEMBLY OF GOD	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
JOHNSON, ROB	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
KRECH EXTERIORS	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	25.00
MARTIN, BRYAN	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	204.44.6100.452.20620	3.39
NOTERMAN, MEGAN	8/20/13	08/27/2013	LEAGUE CHAMPION-CO REC	204.44.6100.452.60009	115.00
PONY PARTIES EXPRESS, LLC	1099	08/27/2013	PONY RIDES	204.44.6100.452.30700	480.00
SALAVA, JOE	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
SELVIE, CHRIS	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
SKYHAWKS SPORTS ACADEMY, INC.	309323145	08/27/2013	8/19/13	204.44.6100.452.30700	990.25
SPRINT	842483314-141	08/27/2013	842483314	204.44.6100.452.50020	84.98
TARGET BANK	8/18/13 00026954117	08/27/2013	00028954117	204.44.6100.452.60009	25.31
UDOVICH, MICHAEL	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
UNIVERSAL ATHLETIC SERVICE, INC.	1501-000512	08/27/2013	154421	204.44.6100.452.60009	77.86
WALZ, AARON	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
WEIMER, CASEY	8/21/13	08/27/2013	SUMMER 2013 ADULT SOFTBALL CONDU	204.228.2280100	50.00
WEIMER, DAN	8/20/13	08/27/2013	LEAGUE CHAMPION-MENS THURSDAY	204.44.6100.452.60009	115.00

Fund: 204 - RECREATION FUND

3,232.20

ACE PAINT & HARDWARE	516972/5	08/27/2013	8/16/13	205.44.6200.453.60016	3.72
ACE PAINT & HARDWARE	516840/5	08/27/2013	8/7/13	205.44.6200.453.60016	3.73
AMERICAN LEGION	7/15/13	07/15/2013	BASEBALL TOURNAMENT AD	205.44.6200.453.50025	120.00
B & B SHEETMETAL AND ROOFING, INC.	50652	08/27/2013	8/9/13	205.44.6200.453.40040	870.05
BURROWS REFRIGERATION	11905	08/27/2013	7/24/13	205.44.6200.453.40042	389.29
COMCAST	8/12/13 8772 10 591 012718	08/27/2013	8772 10 591 0127188	205.44.6200.453.50070	198.46
COMMON SENSE BUILDING SERVICES, INC.	31816	08/27/2013	AUGUST 2013	205.44.6200.453.40040	7,233.14
DAKOTA CTY PHYSICAL DEVELOPMENT	8/15/13	08/27/2013	2716 RECEIPT FOR WASTE MANAGEMEN	205.44.6200.453.40025	255.10
DAKOTA CTY PHYSICAL DEVELOPMENT	8/15/13	08/27/2013	2716 RECEIPT FOR WASTE MANAGEMEN	205.44.6200.453.40025	255.10
GARTNER REFRIGERATION & MFG, INC	42718	08/27/2013	X3408	205.44.6200.453.40040	273.88
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	205.44.6200.453.30550	3.91
GOPHER BEARING	5386757	08/27/2013	0782358	205.44.6200.453.60016	269.07
GRAINGER	9214992688	08/27/2013	806460150	205.44.6200.453.60016	220.59
GRAINGER	9216048471	08/27/2013	806460150	205.44.6200.453.60065	400.14
GRAINGER	9220715131	08/27/2013	806460150	205.44.6200.453.60040	24.80
GRAINGER	9220715131	08/27/2013	806460150	205.44.6200.453.60040	24.79
GRAINGER	9208298068	08/27/2013	806460150	205.44.6200.453.60016	169.93
GRAINGER	9224337296	08/27/2013	806460150	205.44.6200.453.60016	53.87
GRAINGER	9211149274	08/27/2013	806460150	205.44.6200.453.60016	(25.09)
GRAINGER	9211149282	08/27/2013	806460150	205.44.6200.453.60016	(32.53)
GRAINGER	9213507313	08/27/2013	806460150	205.44.6200.453.60016	303.20
HAWKINS, INC.	3501431	08/27/2013	108815	205.44.6200.453.60024	1,141.05
HAWKINS, INC.	3501432	08/27/2013	108815	205.44.6200.453.60024	1,383.37
HOME DEPOT CREDIT SERVICES	8/8/13 6035 3220 1712 8343	08/27/2013	6035 3220 1712 8343	205.44.6200.453.60016	19.49
HUEBSCH SERVICES	3113403	08/27/2013	92965	205.44.6200.453.40040	213.90
HUEBSCH SERVICES	3113403	08/27/2013	929656	205.44.6200.453.40040	25.01
JOHNSTONE SUPPLY	70-S1000036821.001	08/27/2013	5743	205.44.6200.453.40040	223.19
LILLIE SUBURBAN NEWSPAPERS	7/31/13 009587	08/27/2013	009587	205.44.6200.453.50025	202.00
LYNN & ASSOCIATES	IGH6:2013	08/27/2013	PARK AND REC TEAM BUILDING	205.44.6200.453.30700	1,500.00
MENARDS - WEST ST. PAUL	32727	08/27/2013	30170270	205.44.6200.453.60016	28.15
MENARDS - WEST ST. PAUL	31883 B	09/04/2013	30170270	205.44.6200.453.60016	17.70
MENARDS - WEST ST. PAUL	31883	08/27/2013	30170270	205.44.6200.453.60016	17.69
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	205.44.6200.453.20620	0.88
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	205.44.6200.453.20620	0.29
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	205.44.6200.453.20620	0.88
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	205.44.6200.453.20620	1.32
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	205.44.6200.453.20620	1.32
MONEY MAILER OF THE TWIN CITIES	8331	08/27/2013	8/9/13	205.44.6200.453.50025	420.00
PEDROSA-CHIMI, MARIA	8/8/13	08/27/2013	REFUND-CANCELLATION YOGA	205.44.0000.3493501	14.00
PIONEER PRESS	0713414396	08/27/2013	414398	205.44.6200.453.50025	250.00
REINEKE, TONYA	7/29/13	08/27/2013	REFUND-LOW ENROLLMENT CANCELLAT	205.44.0000.3493501	24.00
RICE SOUND & SERVICE INC	04-2339	08/27/2013	8/1/13	205.44.6200.453.40042	65.00
ROACH, RICK	8/20/13	08/27/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	70.63
SAFE-WAY BUS COMPANY	4825	08/27/2013	8/5/13	205.44.6200.453.70610	678.62

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIMLEY SWIM & DIVE BOOSTER CLUB	2013-2014 POSTER AD	08/27/2013	2013/2014 POSTER AD	205.44.6200.453.50025	100.00
SPRINT	842483314-141	08/27/2013	842483314	205.44.6200.453.50020	91.03
SPRINT	842483314-141	08/27/2013	842483314	205.44.6200.453.50020	25.85
SPRINT	842483314-141	08/27/2013	842483314	205.44.6200.453.50020	63.87
SPRINT	842483314-141	08/27/2013	842483314	205.44.6200.453.50020	91.02
SPRUNG SERVICES	63044	08/27/2013	8/8/13	205.44.6200.453.40040	679.00
TAHO SPORTSWEAR	13TF1430B	08/27/2013	8/16/13	205.44.6200.453.60065	246.00
TAHO SPORTSWEAR	13TF1430A	08/27/2013	8/8/13	205.44.6200.453.60045	344.00
VANCO SERVICES LLC	00005615341	09/04/2013	JUNE 2013	205.44.6200.453.70600	54.45
XCEL ENERGY	378531615	08/27/2013	51-6867948-7	205.44.6200.453.40010	1,225.51
XCEL ENERGY	378531615	08/27/2013	51-6867948-7	205.44.6200.453.40010	4,693.54
XCEL ENERGY	378531615	08/27/2013	51-6867948-7	205.44.6200.453.40020	22,055.56
XCEL ENERGY	378531615	08/27/2013	51-6867948-7	205.44.6200.453.40020	11,377.76
Fund: 205 - COMMUNITY CENTER					58,361.23
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	290.45.3000.419.30550	0.10
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	290.45.3000.419.20620	0.18
Fund: 290 - EDA					0.28
BRKW APPRAISALS, INC.	6953.1	08/27/2013	7/31/13	402.44.6000.451.70600	3,200.00
INTEGRA REALTY RESOURCES	124-2012-0392-2	08/27/2013	124-2012-0392	402.44.6000.451.70600	2,887.50
LOUCKS ASSOCIATES	26129	08/27/2013	099833.OB	402.44.6000.451.30700	312.50
Fund: 402 - PARK ACQ. & DEV. FUND					6,400.00
DOCUNET CORPORATION	2600610	09/04/2013	5/7/13	431.73.5900.731.50030	370.92
Fund: 431 - 2011 IMPROVEMENT FUND					370.92
SHORT ELLIOTT HENDRICKSON, INC.	271294	08/27/2013	4340	432.73.5900.732.30300	1,598.11
Fund: 432 - 2012 IMPROVEMENT FUND					1,598.11
EMMONS & OLIVIER RESOURCES	00095-0027-26	08/27/2013	00095-0027	433.73.5900.733.30300	1,013.97
Fund: 433 - 2013 IMPROVEMENT FUND					1,013.97
AMERICAN ENGINEERING TESTING, INC.	59091	08/27/2013	INV001	440.74.5900.740.30340	6,939.80
BOLTON & MENK, INC.	0158193	08/27/2013	T18.103889	440.74.5900.740.30300	18,833.50
DOCUNET CORPORATION	2656540	08/27/2013	2600610/2656540	440.74.5900.740.50030	65.74
FINANCE & COMMERCE, INC.	741064954	08/27/2013	10025798	440.74.5900.740.50025	233.26
SOUTH ST PAUL, CITY OF	1	09/04/2013	HENRY AVENUE	440.74.5900.740.80300	31,710.11
Fund: 440 - PAVEMENT MANAGEMENT PROJ					57,782.41
CITY OF SOUTH ST. PAUL	BILLING 8/8/13	09/04/2013	UTILITY BILLING 4/2/13-7/3/13	441.207.2070800	49.68
HARMON AIR, INC	3272	09/04/2013	8/6/13	441.74.5900.741.40066	3,000.00
Fund: 441 - STORM WATER MANAGEMENT					3,049.68
MIRACLE RECREATION EQUIPMENT	739994	08/27/2013	5507A05	444.74.5900.744.80300	70,206.26
Fund: 444 - PARKS MTCE & REPLACEMENT					70,206.26
ACE PAINT & HARDWARE	515672/5	09/04/2013	5/7/13	501.50.7100.512.60016	2.66
ACE PAINT & HARDWARE	516235/5	09/04/2013	6/20/13	501.50.7100.512.60016	18.16
ACE PAINT & HARDWARE	5169525/5	08/27/2013	8/15/13	501.50.7100.512.60016	8.85
ACE PAINT & HARDWARE	517018/5	09/04/2013	8/20/13	501.50.7100.512.60016	7.47
ACE PAINT & HARDWARE	517022/5	09/04/2013	8/20/13	501.50.7100.512.60016	5.33
ACE PAINT & HARDWARE	517058/5	09/04/2013	8/23/13	501.50.7100.512.60016	17.09
AUTOMATIC SYSTEMS CO.	26669 S	09/04/2013	INVE01	501.50.7100.512.40042	565.97
CITY OF SOUTH ST. PAUL	BILLING 8/8/13	09/04/2013	UTILITY BILLING 4/2/13-7/3/13	501.50.7100.512.40005	289.63
DAKOTA CTY PHYSICAL DEVELOPMENT	8/15/13 2718	08/27/2013	2718 WASTE MANAGEMENT RECEIPT 8/	501.50.7100.512.40040	799.50
ELECTRIC FIRE & SECURITY	81889	08/27/2013	CITY OF IGH	501.50.7100.512.40040	505.78
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	501.50.7100.512.30550	2.69
GRAINGER	9217953489	08/27/2013	806460150	501.50.7100.512.60016	56.96
GRAINGER	9217953497	08/27/2013	806460150	501.50.7100.512.60011	12.71
GRAINGER	9217953505	08/27/2013	806460150	501.50.7100.512.60016	104.19
HAWKINS, INC.	3505987	09/04/2013	123650	501.50.7100.512.60019	569.00
HD SUPPLY WATERWORKS LTD	B367804	09/04/2013	099872	501.50.7100.512.75500	1,784.77
HD SUPPLY WATERWORKS LTD	B377516	09/04/2013	099872	501.50.7100.512.75500	1,043.76
HD SUPPLY WATERWORKS LTD	B385711	09/04/2013	099872	501.50.7100.512.75500	(1,043.76)
HOME DEPOT CREDIT SERVICES	8/13/13 6035 3225 0269 126	09/04/2013	6035 3225 0269 1268	501.50.7100.512.60016	176.91
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	501.50.7100.512.20620	2.66
MN PIPE & EQUIPMENT	0302065	09/04/2013	2195	501.50.7100.512.40042	343.04
MN PIPE & EQUIPMENT	0303713	09/04/2013	2195	501.50.7100.512.40043	1,108.51
Q3 CONTRACTING	8/20/13	08/27/2013	HYDRANT PERMIT REFUND #1310	501.207.2070300	(7.63)
Q3 CONTRACTING	8/20/13	08/27/2013	HYDRANT PERMIT REFUND #1310	501.50.0000.3813000	(107.04)
RY-MAK PLUMBING & HEATING, INC	8/21/13 ARGENTA	09/04/2013	8/21/13	501.50.7100.512.40040	210.00
RY-MAK PLUMBING & HEATING, INC	8/21/13 BOOSTER STATION	09/04/2013	8/21/13	501.50.7100.512.40040	105.00
RY-MAK PLUMBING & HEATING, INC	8/21/13 WATER TREATMENT	09/04/2013	8/21/13	501.50.7100.512.40040	1,607.27
RY-MAK PLUMBING & HEATING, INC	8/21/13 WATER TREATMENT	09/04/2013	8/21/13	501.50.7100.512.40040	818.00
RY-MAK PLUMBING & HEATING, INC	8/21/13 WELL HOUSE #3	09/04/2013	8/21/13	501.50.7100.512.40040	105.00
RY-MAK PLUMBING & HEATING, INC	8/21/13 WELL HOUSE #4	09/04/2013	8/21/13	501.50.7100.512.40040	105.00
RY-MAK PLUMBING & HEATING, INC	8/21/13 WELLHOUSE #5	09/04/2013	8/21/13	501.50.7100.512.40040	105.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHERWIN-WILLIAMS	0646-7	09/04/2013	6682-5453-5	501.50.7100.512.60016	57.62
SHERWIN-WILLIAMS	0030-4	08/27/2013	6682-5453-5	501.50.7100.512.60016	44.02
SPRINT	842483314-141	08/27/2013	842483314	501.50.7100.512.50020	304.42
TRACTOR SUPPLY CREDIT PLAN	8/21/13 6035 3012 0018 367	09/04/2013	6035 3012 0018 3679	501.50.7100.512.60016	107.10
VIKING INDUSTRIAL CENTER	330125	08/27/2013	119770	501.50.7100.512.40040	197.23
VIKING INDUSTRIAL CENTER	330254	08/27/2013	119942	501.50.7100.512.40040	211.61
Fund: 501 - WATER UTILITY FUND					10,244.48
CITY OF SOUTH ST. PAUL	BILLING 8/8/13	09/04/2013	UTILITY BILLING 4/2/13-7/3/13	502.51.7200.514.40015	391.96
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	502.51.7200.514.30550	1.97
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	502.51.7200.514.20620	1.16
Fund: 502 - SEWER UTILITY FUND					395.09
ACE PAINT & HARDWARE	516995/5	08/27/2013	8/19/13	503.52.8600.527.60021	106.82
ACE PAINT & HARDWARE	517072/5	09/04/2013	8/23/13	503.52.8400.525.40041	43.25
ACE PAINT & HARDWARE	516853/5	08/27/2013	8/8/13	503.52.8600.527.60020	10.67
ARAMARK UNIFORM SERVICES	629-7813663	08/27/2013	792502342	503.52.8600.527.60045	32.42
ARCTIC GLACIER, INC.	394323201	08/27/2013	1726134	503.52.8300.524.60065	177.64
ARCTIC GLACIER, INC.	43923700	09/04/2013	1726134	503.52.8300.524.60065	132.48
COCA COLA BOTTLING COMPANY	0119553611	08/27/2013	8/19/13	503.52.8300.524.76100	43.49
COCA COLA BOTTLING COMPANY	0108517908	09/04/2013	8/22/13	503.52.8300.524.76100	681.92
DEX MEDIA EAST	8/20/13 110360619	09/04/2013	110360619	503.52.8500.526.50025	47.05
DRAFT TECHNOLOGIES	08191303J	08/27/2013	8/19/13	503.52.8300.524.40042	50.00
GRANDMA'S BAKERY	372127	08/27/2013	24400	503.52.8300.524.76050	47.82
GRANDMA'S BAKERY	372401	08/27/2013	24400	503.52.8300.524.76050	47.90
GRANDMA'S BAKERY	372658	08/27/2013	24400	503.52.8300.524.76050	41.62
GRANDMA'S BAKERY	372942	08/27/2013	24400	503.52.8300.524.76050	44.81
GRANDMA'S BAKERY	373275	08/27/2013	24400	503.52.8300.524.76050	44.71
GRANDMA'S BAKERY	373539	08/27/2013	24400	503.52.8300.524.76050	44.68
GRANDMA'S BAKERY	374476	09/04/2013	24400	503.52.8300.524.76050	59.03
GRANDMA'S BAKERY	374757	09/04/2013	24400	503.52.8300.524.76050	134.89
GRANDMA'S BAKERY	375057	09/04/2013	24400	503.52.8300.524.76050	44.78
HEGGIES PIZZA	1064678	09/04/2013	1708	503.52.8300.524.76050	156.00
JJ TAYLOR DIST. COMPANY OF MN	2119352	08/27/2013	00834	503.52.8300.524.76150	302.20
JOHN DEERE FINANCIAL	8/14/13 75325-96900	08/27/2013	75325-96900	503.52.8600.527.40042	413.91
LENTNER, GLEN	8/21/13	08/27/2013	REIMBURSE-SHOES	503.52.8600.527.60065	154.99
M. AMUNDSON LLP	158465	08/27/2013	902858	503.52.8300.524.76050	172.50
MENARDS - WEST ST. PAUL	32326	08/27/2013	30170265	503.52.8600.527.60020	158.79
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	503.52.8500.521.20620	0.88
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	503.52.8500.526.20620	1.48
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	503.52.8600.527.20620	1.84
MTI DISTRIBUTING CO	916608-00	08/21/2013	402307	503.52.8600.527.60008	(107.23)
MTI DISTRIBUTING CO	912216-00	08/16/2013	402307	503.52.8600.527.40042	781.44
MTI DISTRIBUTING CO	917455-00	08/21/2013	402307	503.52.8600.527.60008	1,384.72
MTI DISTRIBUTING CO	918392-00	08/21/2013	402307	503.52.8600.527.60008	384.37
MTI DISTRIBUTING CO	918507-00	08/21/2013	402307	503.52.8600.527.60008	(3,218.25)
REED'S SALES & SERVICE	127458	08/27/2013	INCI191	503.52.8600.527.60022	81.57
SCHAEFFER MFG CO	HV2245-INV1	08/27/2013	2237881	503.52.8600.527.60022	931.15
SPRINT	842483314-141	08/27/2013	842483314	503.52.8500.526.50020	122.57
TITLEIST	1965837	09/04/2013	008363 1243 062177 1243 00106	503.52.8200.523.76450	305.90
TITLEIST	1969074	09/04/2013	008363 1243 062177 1243 00106	503.52.8200.523.76450	395.90
US FOODSERVICE	3140600	08/27/2013	03805983	503.52.8300.524.60065	312.28
US FOODSERVICE	3140600	08/27/2013	03805983	503.52.8300.524.76050	682.45
US FOODSERVICE	3140600	08/27/2013	03805983	503.52.8300.524.76100	12.78
WITTEK	302768	09/04/2013	123575	503.52.8200.523.76400	561.56
WITTEK	302831	09/04/2013	123575	503.52.8200.523.76400	151.35
XCEL ENERGY	380802386	09/04/2013	51-5877511-0	503.52.8600.527.40020	25.77
YAMAHA GOLF & UTILITY, INC.	01-105730	08/27/2013	INVERWOOD	503.52.8400.525.40041	20.12
YOCUM OIL COMPANY, INC.	0000573350	08/27/2013	506975 0004	503.52.8400.525.60021	1,595.08
Fund: 503 - INVER WOOD GOLF COURSE					7,622.10
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	602.00.2100.415.30550	0.06
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	602.00.2100.415.20620	0.29
SAFE ASSURE CONSULTANTS	622	08/27/2013	SAFETY TRAINING	602.00.2100.415.50080	6,171.00
Fund: 602 - RISK MANAGEMENT					6,171.35
ACE PAINT & HARDWARE	515595/5	08/27/2013	4/29/13	603.00.5300.444.40041	5.86
BOYER TRUCKS - PARTS DISTRIBUTION	767091	09/04/2013	C20390	603.00.5300.444.40041	309.01
BOYER TRUCKS - PARTS DISTRIBUTION	769647X1	08/27/2013	C20390	603.00.5300.444.40041	107.75
BOYER TRUCKS - PARTS DISTRIBUTION	769647X2	08/27/2013	C20390	603.00.5300.444.40041	78.97
BOYER TRUCKS - PARTS DISTRIBUTION	771057	09/04/2013	C20390	603.00.5300.444.40041	133.33
BOYER TRUCKS - PARTS DISTRIBUTION	767091X1	09/04/2013	C20390	603.00.5300.444.40041	302.03
BOYER TRUCKS - PARTS DISTRIBUTION	772631X1	09/04/2013	C20390	603.00.5300.444.40041	50.57
BOYER TRUCKS - PARTS DISTRIBUTION	773522	09/04/2013	C20390	603.00.5300.444.40041	182.31
BOYER TRUCKS - PARTS DISTRIBUTION	CM769647X1	08/27/2013	C20390	603.00.5300.444.40041	(107.75)
BOYER TRUCKS - PARTS DISTRIBUTION	CM769647X2	08/27/2013	C20390	603.00.5300.444.40041	(78.97)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOYER TRUCKS - PARTS DISTRIBUTION	767091X2	09/04/2013	C20390	603.00.5300.444.40041	530.98
BOYER TRUCKS - PARTS DISTRIBUTION	767091X3	09/04/2013	C20390	603.00.5300.444.40041	153.30
BOYER TRUCKS - PARTS DISTRIBUTION	CM770361	09/04/2013	C20390	603.00.5300.444.40041	(210.80)
CARQUEST OF MSP-ROSEMOUNT	1596-200409	08/27/2013	614420	603.00.5300.444.40041	40.79
CARQUEST OF MSP-ROSEMOUNT	1596-200475	08/27/2013	614420	603.00.5300.444.40041	226.27
CARQUEST OF MSP-ROSEMOUNT	1596-200485	09/04/2013	614420	603.00.5300.444.60040	22.22
CARQUEST OF MSP-ROSEMOUNT	1596-200522	09/04/2013	614420	603.00.5300.444.40041	177.82
CARQUEST OF MSP-ROSEMOUNT	1596-200526	09/04/2013	614420	603.00.5300.444.40041	31.13
CARQUEST OF MSP-ROSEMOUNT	1596-200559	09/04/2013	614420	603.00.5300.444.40041	7.89
CARQUEST OF MSP-ROSEMOUNT	1596-200561	09/04/2013	614420	603.00.5300.444.40041	113.36
CARQUEST OF MSP-ROSEMOUNT	1596-200570	09/04/2013	614420	603.00.5300.444.40041	8.46
CARQUEST OF MSP-ROSEMOUNT	1596-200637	09/04/2013	614420	603.00.5300.444.40041	2.96
CARQUEST OF MSP-ROSEMOUNT	1596-200460	08/27/2013	614420	603.00.5300.444.40041	(20.39)
CDW GOVERNMENT INC	DF52641	09/04/2013	2394832	603.00.5300.444.80700	71.07
CDW GOVERNMENT INC	DF52641	09/04/2013	2394832	603.00.5300.444.80700	997.53
COMMON SENSE BUILDING SERVICES, INC.	31816	08/27/2013	AUGUST 2013	603.00.5300.444.40040	292.58
CUB FOODS	d214068466407	09/04/2013	7/22/13	603.00.5300.444.60011	33.07
EMERGENCY APPARATUS MAINTENANCE	69050	09/04/2013	3633	603.00.5300.444.40041	457.71
FACTORY MOTOR PARTS COMPANY	1-4245961 B	09/04/2013	10799	603.00.5300.444.40041	222.68
FACTORY MOTOR PARTS COMPANY	1-4248552	09/04/2013	10799	603.00.5300.444.40041	(47.03)
FACTORY MOTOR PARTS COMPANY	1-4249373	09/04/2013	10799	603.00.5300.444.40041	(38.48)
FACTORY MOTOR PARTS COMPANY	1-4243406	08/27/2013	10799	603.00.5300.444.40041	(50.94)
FACTORY MOTOR PARTS COMPANY	1-4242801	09/04/2013	10799	603.00.5300.444.40041	173.14
FACTORY MOTOR PARTS COMPANY	1-4243407	08/27/2013	10799	603.00.5300.444.40041	(99.99)
FACTORY MOTOR PARTS COMPANY	1-4243520 B	09/04/2013	10799	603.00.5300.444.40041	117.33
FACTORY MOTOR PARTS COMPANY	1-4243733	08/27/2013	10799	603.140.1450050	100.32
FORCE AMERICA, INC.	01410838	09/04/2013	366100	603.00.5300.444.40041	202.96
FORCE AMERICA, INC.	01411068	09/04/2013	366100	603.00.5300.444.40041	202.96
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	603.00.5300.444.30550	0.92
INDELCO PLASTICS CORP	791153	08/27/2013	CI003	603.00.5300.444.40041	96.01
INVER GROVE FORD	5121049 B	09/04/2013	8/12/13	603.00.5300.444.40041	773.33
INVER GROVE FORD	5121627	08/27/2013	8/19/13	603.00.5300.444.40041	199.59
INVER GROVE FORD	5121706	09/04/2013	8/20/13	603.00.5300.444.40041	181.34
INVER GROVE FORD	5121723	08/27/2013	8/20/13	603.00.5300.444.40041	108.84
INVER GROVE FORD	5121787	08/27/2013	8/20/13	603.00.5300.444.40041	57.50
INVER GROVE FORD	5121889	09/04/2013	8/21/13	603.00.5300.444.40041	34.76
KREMER SERVICES LLC	0000026885	09/04/2013	8/21/13	603.00.5300.444.40041	145.54
METRO JANITORIAL SUPPLY INC	11012408	09/04/2013	8/13/13	603.00.5300.444.60012	111.78
METRO JANITORIAL SUPPLY INC	11012431	09/04/2013	8/22/13	603.00.5300.444.60012	101.37
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	603.00.5300.444.20620	0.22
MN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	603.00.5300.444.20620	2.52
MTI DISTRIBUTING CO	923365-00	08/21/2013	91180	603.00.5300.444.40041	29.87
MTI DISTRIBUTING CO	923839-00	08/27/2013	91180	603.00.5300.444.40041	199.08
POMP'S TIRE SERVICE, INC.	980002035	08/27/2013	4502557	603.140.1450050	1,378.05
POMP'S TIRE SERVICE, INC.	980001729	08/27/2013	4502557	603.00.5300.444.60014	642.70
SOUTH ST PAUL STEEL SUPPLY CO	01128990	08/27/2013	0100202	603.00.5300.444.40040	109.66
SPRINT	842483314-141	08/27/2013	842483314	603.00.5300.444.50020	98.68
UNIFIRST CORPORATION	090 0172071	08/27/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0172071	08/27/2013	1051948	603.00.5300.444.60045	28.50
XCEL ENERGY	378326476	09/04/2013	51-5279113-0	603.00.5300.444.40010	1,459.09
XCEL ENERGY	378326476	09/04/2013	51-5279113-0	603.00.5300.444.40010	71.43
ZARNOTH BRUSH WORKS	0145364-IN	08/27/2013	INV1669	603.00.5300.444.40041	39.49
ZARNOTH BRUSH WORKS	0145364-IN	08/27/2013	INV1669	603.140.1450050	470.25
Fund: 603 - CENTRAL EQUIPMENT					11,116.05
COORDINATED BUSINESS SYSTEMS	CNIN126734	09/04/2013	4502512	604.00.2200.416.40050	396.78
Fund: 604 - CENTRAL STORES					396.78
BLOOMINGTON ELECTRIC CO.	00032607	09/04/2013	1668	605.00.7500.460.40040	282.50
COMMON SENSE BUILDING SERVICES, INC.	31816	08/27/2013	AUGUST 2013	605.00.7500.460.40040	3,717.55
ELECTRIC FIRE & SECURITY	86060	09/04/2013	133449	605.00.7500.460.40040	318.49
HOME DEPOT CREDIT SERVICES	8/13/13 6035 3225 0206 195	09/04/2013	6035 3225 0206 1959	605.00.7500.460.60065	43.82
HUEBSCH SERVICES	3120811	09/04/2013	100075	605.00.7500.460.40065	141.32
LONE OAK COMPANIES	8/27/13	08/27/2013	UTILITY POSTAGE	605.00.7500.460.50035	1,413.75
P&D MECHANICAL CONTRACTING CO.	9438	09/04/2013	INVER	605.00.7500.460.40040	452.00
P&D MECHANICAL CONTRACTING CO.	9486	09/04/2013	INVER	605.00.7500.460.40040	1,450.00
US POSTMASTER	8/26/13	08/27/2013	POSTAGE DUE CHECK REQUEST PD 9500	605.00.7500.460.50035	100.00
XCEL ENERGY	378326476	09/04/2013	51-5279113-0	605.00.7500.460.40020	7,580.20
ZEE MEDICAL SERVICE	54182831 B	08/27/2013	8/8/13	605.00.7500.460.60065	101.62
Fund: 605 - CITY FACILITIES					15,601.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AT & T MOBILITY	28723777109X08122013	09/04/2013	287237771092	606.00.1400.413.50020	25.93
GENESIS EMPLOYEE BENEFITS, INC	18495	08/27/2013	QUARTERLY SHAREHOLDER FEE IQ 2013	606.00.1400.413.30550	0.92
INTEGRA TELECOM	11195172	09/04/2013	645862	606.00.1400.413.50020	853.83
MIN LIFE INSURANCE CO	SEPT 2013	09/04/2013	POLICY #0027324	606.00.1400.413.20620	4.39
SPRINT	842483314-141	08/27/2013	842483314	606.00.1400.413.50020	85.86
Fund: 606 - TECHNOLOGY FUND					970.93
CDW GOVERNMENT INC	DF52641	09/04/2013	2394832	702.229.2291000	71.08
CDW GOVERNMENT INC	DF52641	09/04/2013	2394832	702.229.2291000	997.53
DAKOTA AWARDS INC	1305004	09/04/2013	IN23037	702.229.2290200	81.45
EARL F ANDERSEN INC	0102691-IN	08/27/2013	0004094	702.229.2289401	633.10
EMMONS & OLIVIER RESOURCES	00095-0038-2	08/27/2013	00095-0038	702.229.2282200	216.25
EMMONS & OLIVIER RESOURCES	00095-0027-26 B	09/04/2013	00095-0027-26	702.229.2298301	4,614.75
EMMONS & OLIVIER RESOURCES	00095-0038-3	08/27/2013	00095-0038	702.229.2282200	242.97
EMMONS & OLIVIER RESOURCES	00095-0038-3	08/27/2013	00095-0038	702.229.2289901	166.72
LOCAL GOVERNMENT INFORMATION SYSTEM	37171	08/27/2013	7/31/13	702.229.2291000	775.60
Q3 CONTRACTING	8/20/13	08/27/2013	HYDRANT PERMIT REFUND #1310	702.229.2294300	1,000.00
Fund: 702 - ESCROW FUND					8,799.45
					391,198.04

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Quotes and Award Work to Infratech for Cleaning the Carmen Avenue Storm Sewer from Bohrer Pond to the Northerly Intersection of Claude Way

Meeting Date: September 9, 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
SDT

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

PURPOSE/ACTION REQUESTED

Accept quote and award work to Infratech for clearing debris and cleaning the sediment out of the Carmen Avenue Storm Sewer from Bohrer Pond to the northerly intersection with Claude Way.

SUMMARY

As part of the City's MS4 permit process, the City has implemented a program for inspecting the storm sewer system, outlet structures and storm water facilities such as ponds and treatment basins. This program has identified a need for pond excavation and storm sewer cleaning near the intersection of Claude Way and Carmen Avenue. A project for excavating the area filled with sediment at the Northeast corner of Bohrer Pond has been awarded as City Project No. 2012-07 Bohrer Pond Northwest Pre-Treatment Basin. Construction on City Project 2012-07 will be completed by November 15, 2013.

Our inspection program has identified a need to clear debris and clean the sediment out of the 60-inch and 54-inch diameter storm sewer pipes that flow into Bohrer Pond from Carmen Avenue. These storm pipes have been inspected and contain 12 to 18 inches of sediment. These pipes need to be cleared to prevent sediment from entering Bohrer Pond and to regain the designed pipe capacity of the storm sewer system.

The City received quotes for clearing debris and sediment from this storm sewer system from three contractors in the spring of 2012, but did not proceed with the work at that time. Since the 2012 quotes expired, we requested the two contractors with the lowest prices to update their original quote. Infratech provided the lowest quote as summarized below;

Infratech	\$ 13,010.00
Visu-Sewer	\$ 16,000.00

Based on the quote amounts, I recommend approving the quote from Infratech to provide the storm sewer cleaning services.

The storm sewer cleaning will be funded through 441.74.5900.741.40066 (Storm Water).

It is recommended that the City Council award the work to Infratech in the amount of \$13,010.00 for the Carmen Avenue storm sewer cleaning.

TJK/me
 Attachments: Quotes
 Location map

Infratech

Infrastructure Technologies
21040 Commerce Blvd.
Rogers, MN 55374-9341
Phone 763 428 6488 / Fax 763 428 6489
Web Site www.infratechcatalog.com

August 21, 2013

To: Mike Edwards
City of Inver Grove Heights

RE: Quote
Project: Storm Sewer Cleaning
Bid Date: 8-21-13

Infratech is pleased to present this proposal for Sewer Cleaning as required for the above-identified project.

Item	Description	Unit	Est Qty	Unit Price	Extension
1	Mobilization	LS	1	\$	\$ 500.00
2	Jet/Vac Sewer Cleaning 54"and 60"	LF	1,800	\$ 6.95	\$12,510.00

Will need water hydrant hookup and dumping location for debris.

The above prices include all equipment, labor and material to perform these items complete.

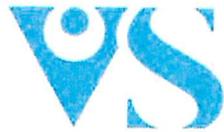
Please phone with any questions or concerns. Thank you for considering Infratech.

Sincerely,



Greg Ranta
Project Administrator
Infratech

Inver Grove Heights 8-21-13



Visu-Sewer
Inspect. Maintain. Rehabilitate.

Proposal

To: Mike Edwards
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
651-450-2575

From: Todd Stelmacher
Visu-Sewer, Inc,
3155 104th Lane NE
Blaine, MN 55449
651-450-2575

Date: 8/19/2013

Project: Vactor Sewer Cleaning

Visu-Sewer is pleased to provide the following quotation for storm sewer cleaning work in Inver Grove Heights. You have indicated that the sewers are reinforced concrete pipe in 54-inch and 60- inch diameters and approximately 1,800 lineal feet in length. Debris removed from the sewers can be deposited near the area of the sewers being cleaned. We offer our services on lump sum basis as follows:

Heavy Cleaning – We offer the services of a combination jet/vac (Vactor) crew to clean the sewer lines. The crew will clean the lines using high pressure water and will collect the material removed from the lines with a vacuum unit. We will require a source of water near the sewer being cleaned with a direct connection to our truck. Our price for this service is.....\$ 16,500.00.

The above listed prices include:

- Mobilization to the Jobsite
- Traffic Control
- Labor, Material and Equipment

The City of Inver Grove Heights will need to provide access to all manholes, water from nearby hydrants and a dump site for any captured debris. Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

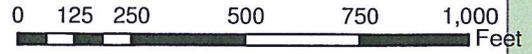
The above prices, specifications and conditions are satisfactory and are hereby accepted. VSC&S, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

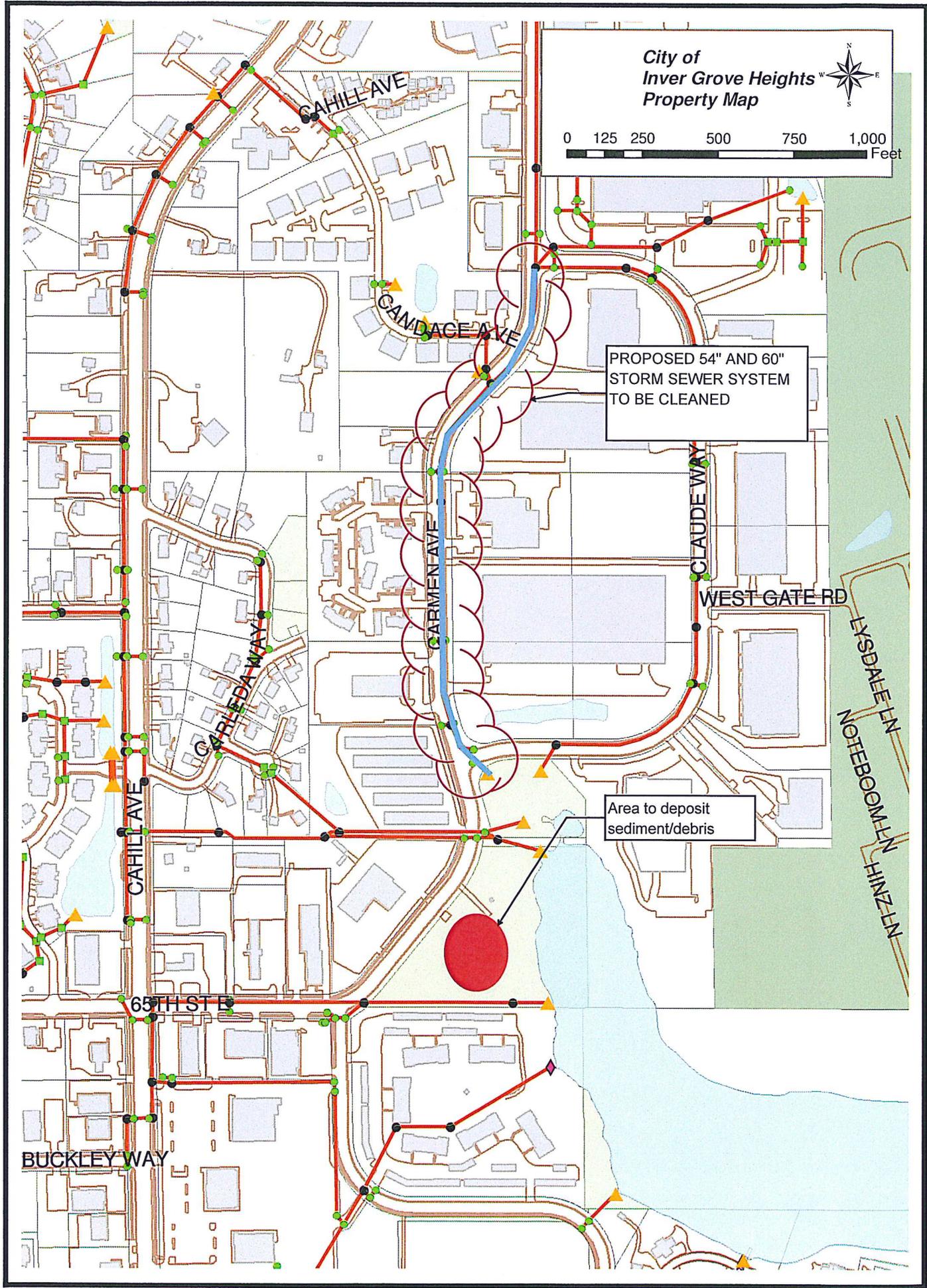
WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI

City of
Inver Grove Heights
Property Map



PROPOSED 54" AND 60"
STORM SEWER SYSTEM
TO BE CLEANED

Area to deposit
sediment/debris



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading and Easement Encroachment Agreements for Lot 16, Block 1, Inver Hills 9th Addition, 10394 Andrea Trail

Meeting Date: September 9, 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
SST

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 Custom Grading and Easement Encroachment Agreements for a new home to be built at 10394 Andrea Trail.

SUMMARY

The owners of 10394 Andrea Trail 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, Jonathan and Michelle Weber, have provided the required Grading and Erosion Control Plans. They have agreed to sign the Custom Grading Agreement (attached) which spells out the conditions to be met. They will provide a \$10,000 Letter of Credit prior to issuance of the building permit 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 have applied for a building permit and received approval.

In addition, there is a narrow access on the east side of the property where the driveway and a driveway culvert will be encroaching into a drainage easement. An easement encroachment agreement (attached) is included for the driveway and culvert on the property.

It is recommended that the City Council approve the Custom Grading Agreement and Easement Encroachment Agreement for 10394 Andrea Trail.

TJK/jds
 Attachments: Custom Grading Agreement
 Easement Encroachment Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 16, BLOCK 1, INVER HILLS 9TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 9th day of September, 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 Jonathan Weber and Michelle Weber, husband and wife.

1.4 **DEVELOPMENT PLANS.** "Development Plans" means the Certificate of Survey dated November 2, 2012, revised on July 29, 2013 and August 28, 2013, prepared by E.G. Rud & Sons, Inc. identified in and attached to 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:
Jonathan and Michelle Weber
3301 Rolling Hills Drive
Eagan, MN 55121

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 16, Block 1, Inver Hills 9th Addition, 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 9th day of September, 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:

Jonathan Weber

Michelle Weber

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of September, 2013, by Jonathan Weber and Michelle Weber, husband and wife.

Notary Public

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

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Certificate of Survey	11/2/12 revised on 7/29/13 and on 8/28/13	E.G. Rud & Sons, Inc.

The above-listed plan was approved by the City Engineer on September 3, 2013.

City of Inver Grove Heights
 8150 Rockwood Avenue
 Inver Grove Heights, MN 55077-5412

Section 15 only (see accompanying) The design and construction of this project and compliance with the provisions of the City of Inver Grove Heights Ordinance No. 1000, as amended, is the responsibility of the applicant. The City Engineer is responsible for the review and approval of the plans and specifications submitted for this project. The City Engineer is not responsible for the accuracy of the information provided by the applicant or for the accuracy of the information provided by the applicant's engineer or architect. The City Engineer is not responsible for the accuracy of the information provided by the applicant's engineer or architect. The City Engineer is not responsible for the accuracy of the information provided by the applicant's engineer or architect.

APPROVED
 DISAPPROVED
 RE-APPROVED AS NOTED
 REVISED AND RESUBMIT

Date: 9-3-13 By: [Signature]

CERTIFICATE OF SURVEY

for
 BIAGINI PROPERTIES

RICH VALENTY ROAD
 (C.S. A.H. NO. 71)

Scale: 1" = 40'

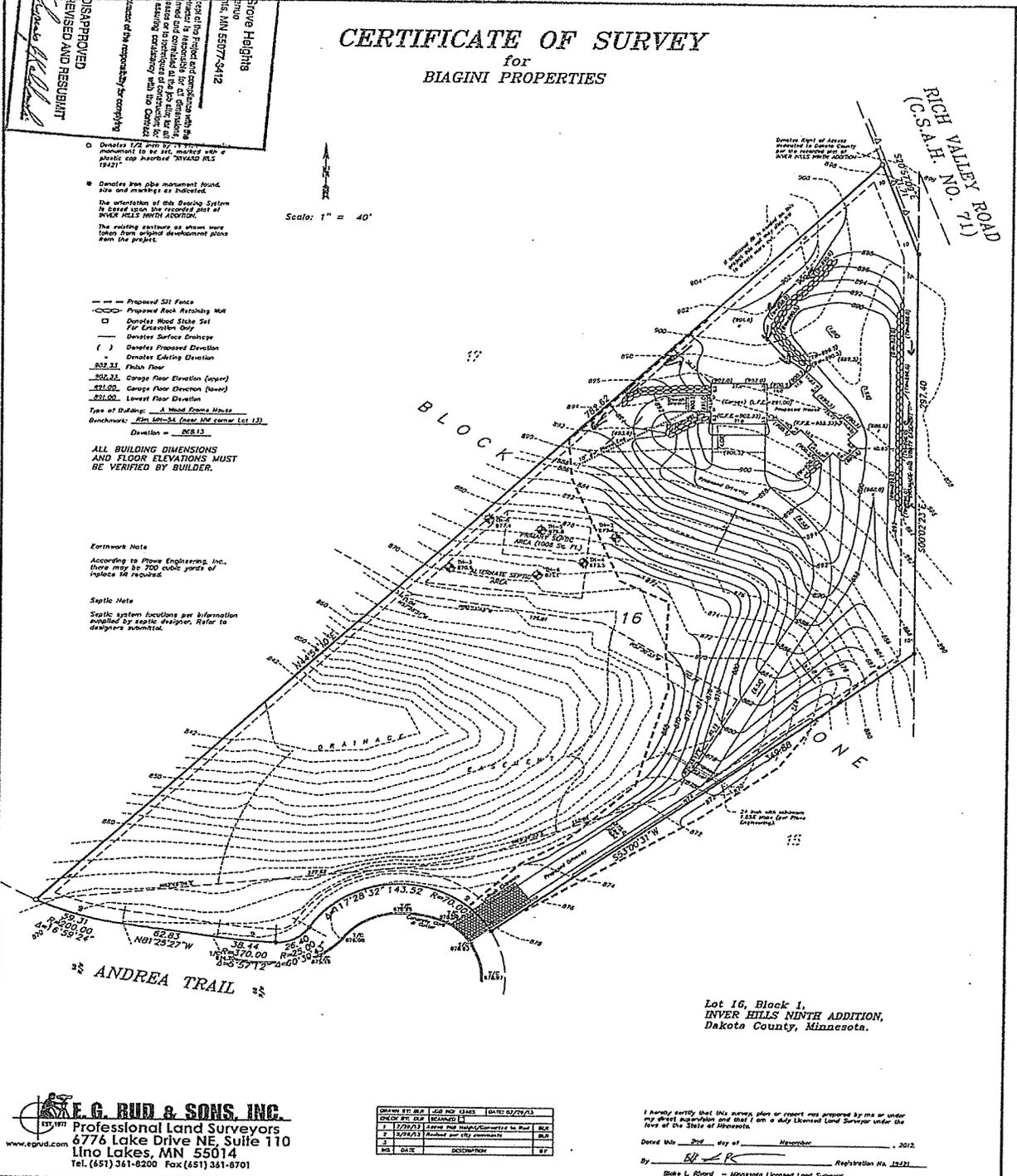
- Denotes 1/2" DIA. iron monument to be set, marked with a plastic cap inscribed "INVER HILLS 1942"
 - Denotes iron pipe monument found, size and markings as indicated.
- The information on this Survey System is based upon the recorded plat of INVER HILLS NORTH ADDITION. The existing contours as shown were taken from original development plans from the project.

- - - Proposed SII Fence
 - Proposed Rock Retaining Wall
 - Denotes Wood Stake Set for Excavation Only
 - - - Denotes Surface Drainage
 - () Denotes Proposed Elevation
 - Denotes Existing Elevation
- 802.31 Finish Floor
 802.32 Garage Floor Elevation (Upper)
 801.00 Garage Floor Elevation (Lower)
 801.00 Lowest Floor Elevation
- Type of Building: 3-Story Frame House
 Benchmarks: 801.100-54, 801.100-55, 801.100-56, 801.100-57
 Elevation = 802.13

ALL BUILDING DIMENSIONS AND FLOOR ELEVATIONS MUST BE VERIFIED BY BUILDER.

Earthwork Note
 According to Plobe Engineering, Inc., there may be 200 cubic yards of replace soil required.

Septic Note
 Septic system locations per information provided by septic designer. Refer to designer's submittal.



Lot 16, Block 1,
 INVER HILLS NORTH ADDITION,
 Dakota County, Minnesota.

E. G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701

DATE	BY	REVISION
02/21/13	DR	ISSUED FOR PERMITS
02/21/13	DR	ISSUED FOR PERMITS
02/21/13	DR	ISSUED FOR PERMITS
02/21/13	DR	ISSUED FOR PERMITS

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

Dated this 21st day of November, 2012.

By: [Signature] Registration No. 12221
 Duke L. Rud - Minnesota Licensed Land Surveyor

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

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 16, BLOCK 1, INVER HILLS 9TH ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 9th day of September, 2013, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Jonathan Weber and Michelle Weber, husband and wife (hereafter collectively referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

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

Lot 16, Block 1, Inver Hills 9th Addition, Dakota County, Minnesota

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

The permanent drainage and utility easement located on the southeast boundary line of the Subject Land dedicated on the recorded plat of Inver Hills 9th Addition, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means collectively Jonathan Weber and Michelle Weber and their assigns and successors in interest with respect to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the

United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

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

IF TO LANDOWNER:

Jonathan Weber and Michelle Weber
3301 Rolling Hills Drive
Eagan, MN 55121

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

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

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

1.9 Construction Plan. “Construction Plan” means the Certificate of Survey dated November 2, 2012, revised on July 29, 2013 and August 28, 2013, prepared by E.G. Rud & Sons, Inc. attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

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

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

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

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

ARTICLE 2
RECITALS

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

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

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

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

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

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

ARTICLE 3
AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

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

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

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

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

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

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

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

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

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

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall

constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of September, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

Jonathan Weber

Michelle Weber

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of September, 2013,
by Jonathan Weber and Michelle Weber, husband and wife.

Notary Public

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2013 Pavement Management Program – City Project No. 2013-09E – Henry Avenue Bituminous Pavement Removal and Replacement

Meeting Date: September 9, 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

SDT

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments, Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider a resolution calling for hearing on proposed assessments and a resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for 2013 Pavement Management Program – City Project No. 2013-09E – Henry Avenue Bituminous Pavement Removal and Replacement.

SUMMARY

This project has been completed and an assessment hearing is proposed for October 14, 2013.

The project was initiated and managed by South Saint Paul. A final invoice for the project, in the amount of \$31,710.11, was received. The final project cost is \$38,110.11. The proposed assessments are 75 percent of the total project cost (\$28,582.58). The remaining balance of \$9,527.53 will be funded by the Pavement Management Fund.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessment, declaring the costs to be assessed, and ordering preparation of the proposed assessments for City Project No. 2013-09E – Henry Avenue Bituminous Pavement Removal and Replacement.

TJK/kf

Attachments: Resolutions
 Project Map
 Final Assessment Roll

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS

2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09E – HENRY AVENUE BITUMINOUS PAVEMENT REMOVAL AND
REPLACEMENT

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, September 9, 2013, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2013-09E **2013 Pavement Management Program**
 **City Project No. 2013-09E – Henry Avenue Bituminous Pavement Removal
 and Replacement**

WHEREAS, the project includes partial street reconstruction; and

WHEREAS, the total final project cost is \$38,110.11.

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

1. The amount to be specially assessed for City Project No. 2013-09E is hereby declared to be \$28,582.58.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of September 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

2013 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2013-09E – HENRY AVENUE BITUMINOUS PAVEMENT REMOVAL AND
REPLACEMENT

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, September 9, 2013 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2013 Pavement Management Program

City Project No. 2013-09E – Henry Avenue Bituminous Pavement Removal and Replacement

WHEREAS, the project includes partial street reconstruction; and

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 14th day of October 2013, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of September 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

EXHIBIT 1

**City of
Inver Grove Heights
Project 2013-09E
Assessment Map**



0 70 140 280 420 560 Feet

SOUTH STREET EAST

HENRY AVENUE

PARCEL 1
FRATTALONE'S DAWN WAY LANDFILL
FF = 612.48 LF
Area = 967,903 SF

PARCEL 2
XCEL ENERGY
FF = 208.96 LF
Area = 43,560 SF

AIRPORT ROAD

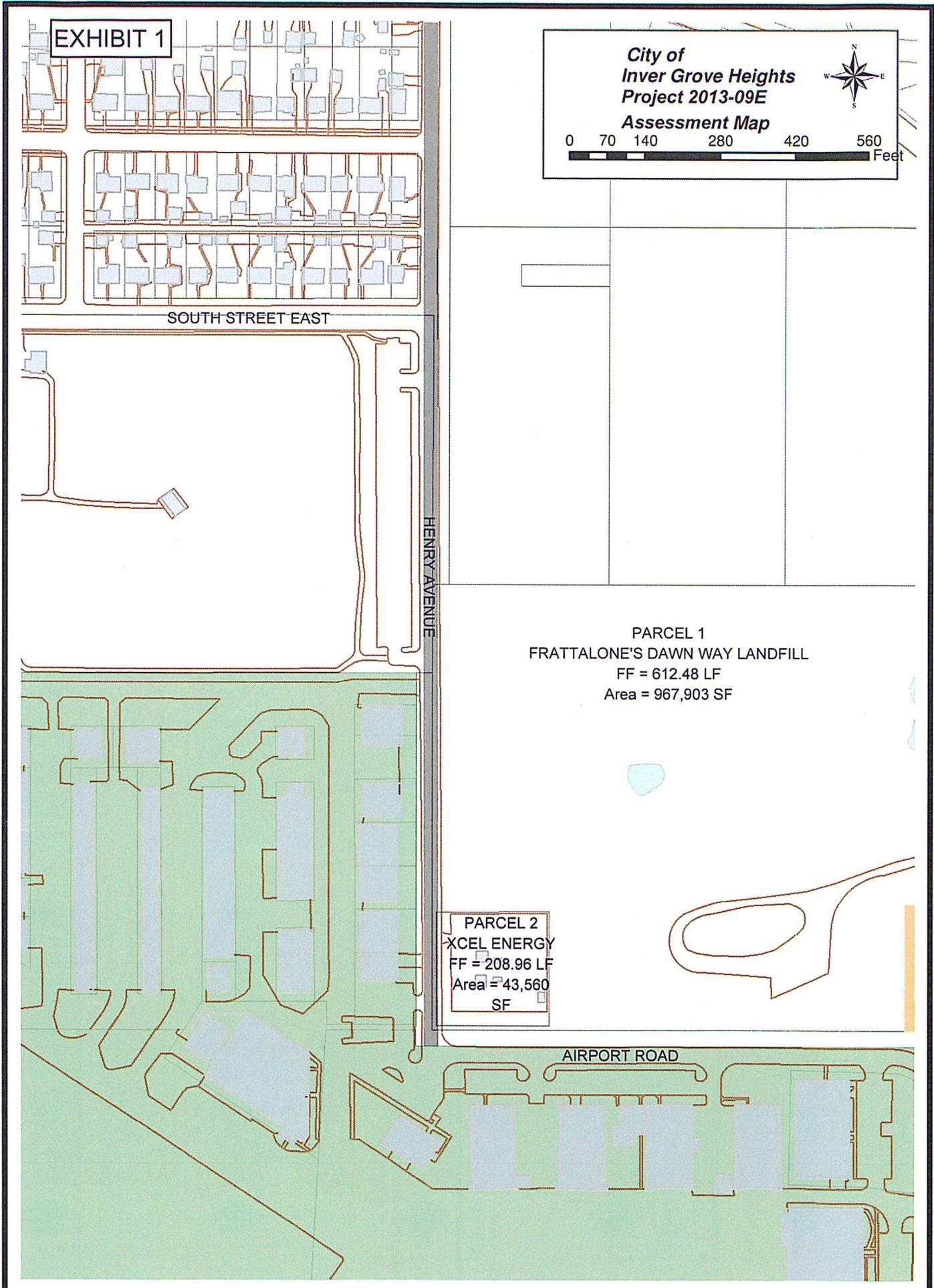


TABLE 1
 CITY PROJECT NO. 2013-09E HENRY AVENUE BITUMINOUS REMOVAL AND REPLACEMENT - FINAL ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	OWNER ADDRESS	OWNER CITY, STATE	OWNER ZIP	PRELIMINARY ASSESSMENT
1	200341075020	FRATTALONES DAWNWAY LLLP	3205 SPRUCE STREET	LITTLE CANDADA, MN	55117	21,311.67
2	200341077021	XCEL ENERGY	COLETTE JUREK	WHITE BEAR LAKE, MN	55110	7,270.91
TOTAL:						\$ 28,582.58

CHECKED BY: TJK

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Individual Project Order (IPO) No. 19 from Kimley-Horn and Associates, Inc. for the Feasibility Study, Final Design, and Construction Phase Services for City Project No. 2014-09D – College Trail Reconstruction and for City Project No. 2011-09G – Barbara Avenue Partial Reconstruction

Meeting Date: September 9, 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 *SDT*

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: Pavement Management Fund, Special Assessments, State Aid Funds, Sewer Fund, Water Fund

PURPOSE/ACTION REQUESTED

Resolution accepting Individual Project Order (IPO) No. 19 from Kimley-Horn and Associates, Inc. for the feasibility study, final design, and construction phase services for City Project No. 2014-09D – College Trail Reconstruction and for City Project No. 2011-09G – Barbara Avenue Partial Reconstruction

SUMMARY

As part of the Pavement Management Program, College Trail (from Broderick Boulevard to Cahill Avenue) and the College Heights neighborhood have been identified for reconstruction in 2014. The City has also identified Barbara Avenue from 80th Street to the City Hall driveway for a partial reconstruction. A feasibility report authorization will be considered at the September 9, 2013 Council meeting to provide a consultant with sufficient time to prepare the project to start construction in 2014. The project schedule calls for the feasibility report to be presented to the Council on December 9, 2013. The project includes reconstruction of public streets including subgrade correction, aggregate base, bituminous pavement, new curb and gutter, water and sewer system repairs and revisions, new storm sewer, new storm water facilities for storm water management, sidewalk and trail. The feasibility study will be completed by Kimley-Horn, a consultant chosen from the City's technical services consultant pool.

This IPO will provide the engineering services needed to keep the project on schedule. The City Engineering Division will provide inspection services. Geotechnical services are proposed to be provided by AET. A proposal will be brought to the Council in a few weeks.

It is also recommended that the City Council authorize staff to secure appraisal services to conduct the benefit analysis for the project area and appraisals for potential easement acquisitions.

I recommend that the Council adopt the resolution accepting IPO No. 19 from Kimley-Horn and Associates, Inc. in the amount of \$295,080.

TJK/kf
 Attachments: Resolution
 IPO No. 19
 Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

RESOLUTION ACCEPTING INDIVIDUAL PROJECT ORDER (IPO) NO. 19 FROM KIMLEY-HORN AND ASSOCIATES, INC. FOR THE FEASIBILITY STUDY, FINAL DESIGN, AND CONSTRUCTION PHASE SERVICES FOR CITY PROJECT NO. 2014-09D – COLLEGE TRAIL RECONSTRUCTION AND FOR CITY PROJECT NO. 2011-09G – BARBARA AVENUE PARTIAL RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, College Trail, from Broderick Boulevard to Cahill Avenue, has been identified for reconstruction starting in 2014; and

WHEREAS, as part of the Pavement Management Program, the College Heights neighborhood streets including Bower Path, Bower Court, 86th Street E. and 87th Street E. have been identified for reconstruction; and

WHEREAS, as part of the Pavement Management Program, Barbara Avenue from 80th Street to the City Hall driveway has been identified for partial reconstruction in 2014; and

WHEREAS, at the September 9, 2014 regular meeting, City Council authorized staff to enter into a contract with Kimley-Horn and Associates, Inc. for preparation of a Feasibility Report for the Pavement Management Program, Urban Reconstruction Project – City Project No. 2014-09D and City Project No. 2011-09G; and

WHEREAS, City staff requested, and received, a proposal from Kimley-Horn and Associates, Inc. (a member of the City's Technical Services Consultant Pool); and

WHEREAS, in order to complete the design and construction plans in a timely manner for the Pavement Management Program – Urban Reconstruction Project – City Project No. 2014-09D and City Project No. 2011-09G, assistance of a consulting engineering firm is required for preparation of a feasibility study, final design services and construction phase services; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Kimley-Horn and Associates, Inc. be selected as the consulting firm for City Project No. 2014-09D and City Project No. 2011-09G; and

WHEREAS, additional professional services including legal, geotechnical, property appraisal are desired to develop information and documents needed for the project.

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

1. The proposal of Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into a contract with Kimley-Horn and Associates, Inc. in the amount of \$295,080 for feasibility study, final design services, construction phase services for the Pavement Management Program, City Project No. 2014-09D and City Project No. 2011-09G.
2. The preparation of a feasibility study and construction plans are authorized.
3. The City Attorney is authorized to prepare legal documents required for the project.
4. Staff is authorized to contract with a geotechnical consultant to provide additional analysis and testing necessary for the project.

5. Staff is authorized to contract with a real estate appraiser to prepare an assessment analysis of property in the project area and to prepare appraisals of property needed for easements.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of September 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER (IPO) NO. 19

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: College Trail Street Reconstruction
City Project 2014-09D

General Category of Services: Feasibility Study, Final Design, and Construction Phase Services

Specific Scope of Basic Services: Feasibility study, topographic survey, final design, and construction phase services for the College Trail Street Reconstruction project. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Feasibility Study and Report
Topographic Survey and Base Mapping
Final Construction Plans
Project Manual/Specifications

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

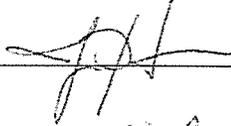
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: *Sr. Vice President* _____

DATE: _____

DATE: *9/5/15* _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 19

COLLEGE TRAIL STREET RECONSTRUCTION
CITY PROJECT 2014-09D

This IPO includes feasibility study, topographic survey, final design, and construction phase services for the College Trail Street Reconstruction project. The College Trail Street Reconstruction project is assumed to include the full reconstruction of the following street segments:

- College Trail from Broderick Boulevard to Cahill Avenue
- Bower Path south of College Trail
- 86th Street south of Bower Path
- Bower Court north of Bower Path
- 87th Street from Bower Path to approximately 500 feet west of Brooks Boulevard

In addition, the project is proposed to include the partial reconstruction of Barbara Avenue from 80th Street to the City Hall entrance drive, including a sidewalk along one side, as City Project 2011-09G.

A summary of the services included in this IPO is detailed in the following Scope of Services.

1. PROJECT MANAGEMENT/PUBLIC INVOLVEMENT

A. Project Management

KHA will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities of all team members throughout the project. We will communicate directly with the City's project manager on a regular basis to discuss design decisions and progress throughout the project. We will manage day-to-day activities and milestones within the project. KHA will prepare monthly billing invoices and provide a summary of the work tasks required and completed at the end of each month.

B. Stakeholder Involvement/Meetings

We will attend up to four (4) meetings with project stakeholders to discuss the project. We have assumed two meetings each with Inver Grove Heights Community College and Dakota County Community Development Agency.

We will assist City staff with correspondence and coordination with residents within the project area. We have assumed this will include up to six (6) field visits with property owners and the preparation of one (1) letter which will be mailed to residents to inform them of the project. We have assumed we coordinate the preparation of mailings, provide postage, and mail the letters to up to 100 residents to notify them of the project.

C. Informational Meetings and Public Hearing

We will prepare for and attend up to two (2) public open house meetings. We have assumed one open house meeting will be conducted at the start of the project and the other will be held in advance of the public hearing. We will also attend one (1) public hearing for the project where property assessments will be discussed to fund the project improvements.

2. TOPOGRAPHIC SURVEYING AND BASE MAPPING

Gorman Surveying Inc., as a Kimley-Horn sub-consultant, will obtain topographic survey information of the project area for the preliminary and final design work. We have assumed the City will provide the topographic survey needed for the Barbara Avenue area. The following is a summary of the information that will be gathered through the topographic survey work:

- i. Surface Features such as Signs, Light Poles, Trees, and Mailboxes
- ii. Private Driveway Profiles and Garage Floor Elevations
- iii. Profile Streets and Intersections including Edge/Center of Pavement
- iv. Locate Existing Property Irons and Underground Utilities (Gopher One Call)
- v. Survey Utilities (Storm Drain, Sanitary Sewer and Watermain Structures)
- vi. Establish Survey Control and Set Project Benchmarks

3. FEASIBILITY STUDY AND REPORT

A. Preliminary Drainage Analysis

We will perform a preliminary drainage analysis of the area surrounding the project. We have assumed that the City will provide any available existing modeling information depicted in the City's Stormwater Management Plan. We utilize the existing model information, any additional information provided by the City, obtained by the surveyor, and observed through site visits to identify potential deficiencies in the current drainage infrastructure. We will develop an existing and proposed HydroCAD model for the study area based on the above information and proposed improvements. As part of the analysis, we will identify upgrades and replacements to the existing system and provide a preliminary layout of the proposed storm sewer system. We will also identify possible locations for stormwater BMP's to meet the City's treatment goals. We have assumed our area of study will not exceed the area bounded by 80th Street, Cahill Avenue, Brooks Boulevard, and Broderick Boulevard.

B. Proposed Improvements

The feasibility study and report will identify the proposed street, storm drainage, and utility improvements included as a part of the project. We have assumed the following analysis will be necessary to identify and finalize the proposed improvements to be included in the project.

- i. Sanitary and Watermain Service Analysis – Portions of the project area are not currently served with City water and sanitary services. We will analyze the project area to understand the improvements necessary to extend public utility service to these properties.

- ii. Rural vs. Urban Typical Section (College Trail) – We will prepare typical sections, layouts, and cost estimates for two (2) alternatives for the proposed reconstruction of College Trail. We have assumed one alternative will mimic the existing rural section and the other will be an urban section.
- iii. Trail Design – We will determine the most feasible alignment for the extension of a trail along College Trail from Cahill Avenue to Broderick Boulevard.

C. Preliminary Cost Estimates

We will prepare up to two (2) preliminary engineer’s estimate of probable construction costs based on the recommended improvements. We anticipate one estimate maintaining College Trail as a rural section and the other including an urban roadway section.

D. Financing Plan

We will work with City staff to develop a proposed financing plan for the proposed improvements consistent with MN Statute 429 regarding assessments. We have assumed the City will provide tax identification numbers and street addresses for the properties to be assessed. We have also assumed the City will hire the appraiser to define sustainable assessments by property.

E. Report Preparation

We will provide a feasibility study and report detailing the results of the work tasks described above. We will provide the City with three (3) copies of a draft report and fifteen (15) copies of the final version of the report. We will also provide the City with an electronic copy of the report.

F. Meetings

We will attend up to two (2) project meetings with City staff to discuss the analysis and findings of the feasibility report. We have assumed that we will have a kick-off meeting with City staff in advance of the first open house and a second meeting following the delivery of the draft report to discuss any comments by City staff.

4. FINAL DESIGN SERVICES

A. Preparation of Final Construction Plans

We will prepare final construction plans that include plan and profile information for the roadway, trail, utility and storm water improvements. We have assumed that a trail will be proposed along one side of College Trail. We have also assumed the construction of a sidewalk along Barbara Avenue. The plans will be prepared consistent with previous State Aid plans completed for the City to include the following plan sheets:

- i. Cover Sheet
- ii. Statement of Estimated Quantities
- iii. Typical Sections and Details
- iv. Alignment Plan
- v. Staging/Traffic Control
- vi. Removals and Erosion Control
- vii. Street and Storm Sewer Plan/Profile
- viii. Sanitary and Watermain Plan/Profile
- ix. Utility Repair Plans
- x. Signing Plan
- xi. Cross Sections (50' Intervals and all Driveways)

As part of the plan development we will provide the City with 60% plans that include plan, profile, and cross section information for the roadway and storm water improvements for review. Comments received at 60% will be included in a 95% submittal of all plans and specifications to City staff for final review. We will provide the City with one full-size set and PDF of the plans for each submittal to the City. We will provide the City with one full-size set and all electronic files at the final plan completion stage containing cross sections at all driveways within the project limits.

B. Detailed Bid Items and Quantities

Upon completion of final design, we will provide the City detailed quantities and bid items for all the improvements proposed as part of this project.

C. Final Construction Specifications and Project Manual

We will provide the City with a project manual containing the specifications for the project. The format will be consistent with previous South Grove Reconstruction projects.

D. Easement Coordination

Kimley-Horn will be responsible for easement coordination. We have assumed this task will require coordination with up to two (2) property owners, City staff, and the City Attorney as well as preparation of two (2) exhibits and legal descriptions. This task also includes two (2) meetings with each property owner. We have assumed the City will perform appraisals and negotiate compensation with the two potential parcels.

E. Permitting Assistance

We will prepare and submit permit applications for the project. We anticipate that this will include a Minnesota Department of Health (MDH) permit for watermain improvements, MPCA Sanitary Sewer Extension permit, and the MPCA National Pollutant Discharge Elimination System (NPDES) permit. We will also prepare a SWPPP as required for the project. We will

pay the required permit fees for the sanitary and watermain permits. We have assumed that the contractor will pay the permit fee for the NPDES permit.

F. Private Utility Coordination

We will utilize the survey of underground utilities to understand the potential private utility conflicts with the project. We will conduct two (2) meetings with private utility companies prior to the pre-construction meeting to discuss the project. We have assumed the meetings will be held at the 60% and 100% (during bidding phase) plan completion levels.

G. Team Meetings

We have assumed we will prepare for and conduct up to four (4) meetings with City staff through the plan development process of the project. We have assumed the following meetings will be necessary:

- Final design kick-off meeting
- 60% plan review meeting
- Project specifications/special provisions meeting
- Final redlines review meeting

H. Wetland Delineations and Permitting

We will collect background information including existing data such as National Wetland Inventory, Dakota County Soil Survey, precipitation data and aerial photographs to be used to identify potential wetland areas. Wetland delineation, using Routine Wetland Delineation Methods, would be conducted on-site to determine the jurisdictional wetland boundaries within the project area. We have assumed the delineation of up to eight (8) wetland boundaries may be necessary. Flags will be placed to delineate boundaries and GPS surveyed by Kimley-Horn. We will conduct a Technical Evaluation Panel (TEP) meeting to review and approve the delineation with the City of Inver Grove Heights, BWSR, Lower Mississippi River WMO, MN DNR, and USACE.

If wetland impacts are proposed as part of the project we will prepare a joint permit application to the City, MN DNR, and USACE as required. We will conduct a pre-application meeting with the TEP panel and coordinate with the agencies through the permit review process. We have assumed the City will assist in the identification of potential locations available for wetland replacement on or off-site, if BWSR Roadway Replacement Credits cannot be used for wetland impact mitigation. The permit application task will only be necessary if wetland impacts are proposed as part of the project. Mitigation plans are not included in this Scope of Services.

5. BIDDING ASSISTANCE

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We have assumed we will reproduce up to four (4) sets of plans and specifications for City staff use and maintain up to two (2) sets of plans and specifications in house for review by contractors during bidding. We will attend up to two (2) meetings during the bidding process, a pre-bid meeting and the bid opening. We will field contractor questions related to the project plans and specifications and prepare any necessary addenda. We will also prepare a bid tabulation and a bid

summary letter following the bid opening.

6. CONSTRUCTION PHASE SERVICES

A. Pre-Construction Meeting/Contract Documents

We will conduct a pre-construction meeting with the contractor, sub-contractors, City staff, and private utilities and produce meeting minutes. We will also prepare conformed contract documents and coordinate execution of the documents with the contractor and City staff.

B. Shop Drawing Review and Coordination

We will review shop drawings for the project submitted by the contractor. We will also coordinate any necessary shop drawing revisions with the contractor and the City.

C. Construction Coordination

We will provide construction coordination assistance to City staff. This task will include attendance at weekly construction meetings (up to 24), coordination with City staff, and coordination with the contractor as directed by City staff. We have assumed approximately 10 hours of effort per week will be necessary to provide these services through final completion of the project.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 19

COLLEGE TRAIL STREET RECONSTRUCTION
CITY PROJECT 2014-09D

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1. Project Management/Public Involvement	\$ 25,500
2. Topographic Survey and Base Mapping	\$ 24,680
3. Feasibility Study and Report	\$ 29,830
4. Final Design Services	\$ 150,400
5. Bidding Assistance	\$ 9,860
6. Construction Phase Services	\$ 38,310
<u>Reimbursable Expenses</u>	<u>\$ 16,500</u>
Total	\$ 295,080

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$295,080 including all labor and reimbursable expenses.

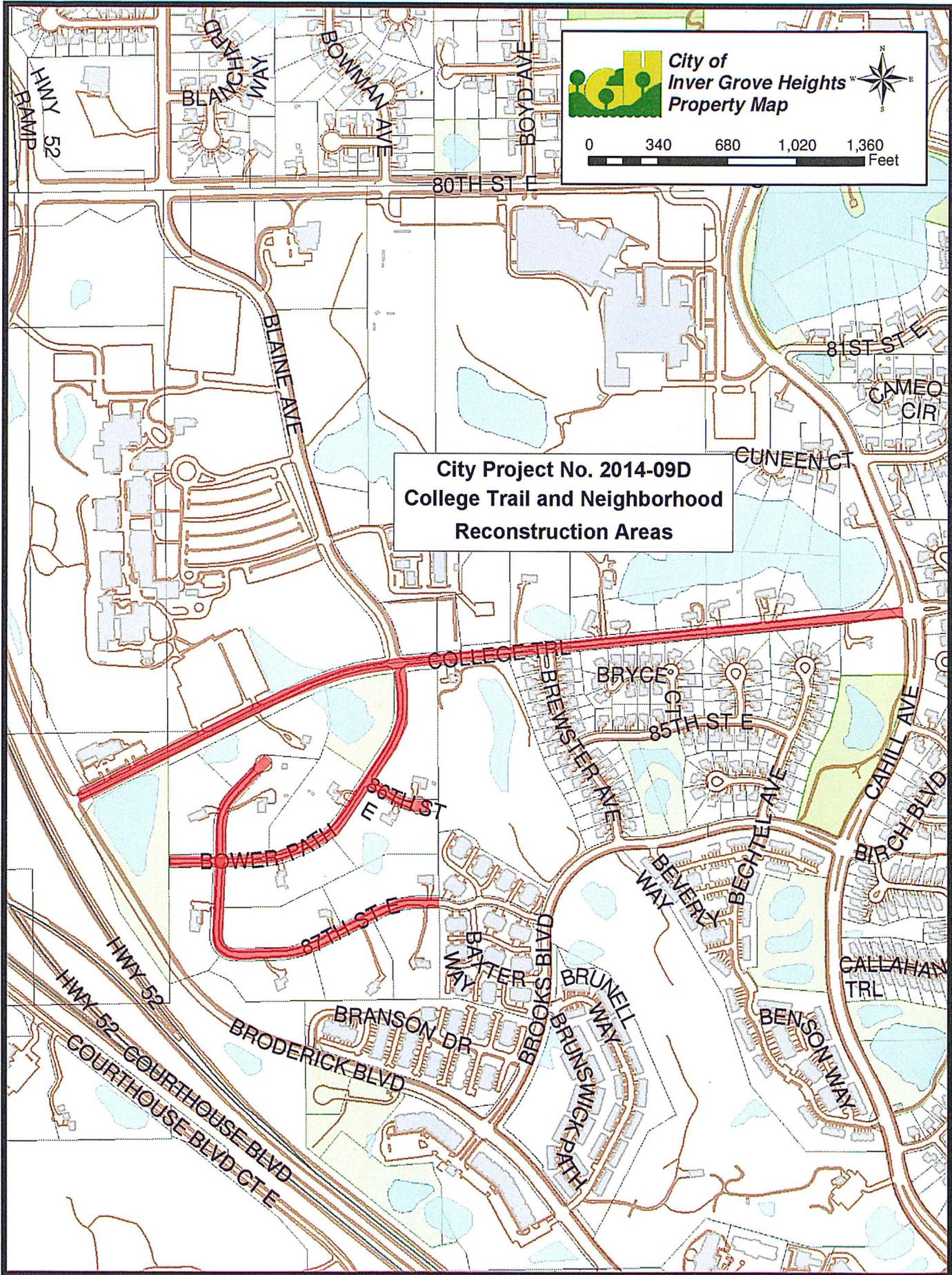
EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 19

COLLEGE TRAIL STREET RECONSTRUCTION
CITY PROJECT 2014-09D

The following is a summary of the proposed schedule for the project:

Notice to Proceed	September 10, 2013
Neighborhood Meeting	September 25, 2013
Draft Feasibility Report Complete	November 15, 2013
City Council Receive Feasibility Report	December 9, 2013
Authorize Preparation of Plans and Specs	
Call Public Hearing	
Neighborhood Information Meeting	January 15, 2014
Public Improvement Hearing	January 27, 2014
Council Order Project	
Approve Plans and Specs	
Authorize Advertisement for Bids	
Bid Opening	February 27, 2014
City Council Awards Contract	March 10, 2014
Start Construction	May 2014
Construction Complete	October 2014



 **City of
Inver Grove Heights
Property Map**

0 340 680 1,020 1,360 Feet



**City Project No. 2014-09D
College Trail and Neighborhood
Reconstruction Areas**

Map labels include: HWY 52, BRAMP, BLAINE AVE, BOWMAN AVE, BOYD AVE, 80TH ST E, 81ST ST E, CAMEO CIR, CUNEEEN CT, COLLEGE ST, BRYCE CT, BREWSTER AVE, 85TH ST E, BOWER PATH, 86TH ST E, BANISTER, BROOKS BLVD, BRUNELL WAY, BEVERLY WAY, BECHTEL AVE, CAHILL AVE, BIRCH BLVD, BRUNSWICK PATH, BRANSON DR, BRODERICK BLVD, BENSON WAY, CALLAHAN TRL, COURTHOUSE BLVD, and COURTHOUSE BLVD CT E.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approval of the Land Alteration Permit (LAP) No. C-093-13 for Luther Company Limited Partnership at 1470 50th Street E.

Meeting Date: September 9, 2013
 Item Type: Consent
 Contact: Tom Kaldunski, 651.450.2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SK

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

Approval of a Land Alteration Permit (LAP) No. C-093-13 for Luther Company Limited Partnership at 1470 50th Street E.

SUMMARY

Consider a request for a land alteration permit for grading and excavating of material estimated at 38,300 cubic yards on and generally described as PID No. 20-02910-54-050 (southerly portion of the site located at 1470 50th Street E.) that 1.7 acres as shown on the attached plans.

The LAP approval is only for the grading of the site with associated erosion and sediment control and turf establishment, retaining wall and related storm water facilities. With the authorization to grade in 2013, the City is allowing Luther Companies to prepare the site for a building project in 2014, similar to the concept approved by the Council in 2011 (Planning Case 11-12 CA). The final grades will be dependent on a separate planning process of a major site plan review which is currently being prepared for 2014.

Luther Company is responsible for notifying the property owners of: 4890 Ashley Lane, 4920 Ashley Lane, 1350 50th Street E., 1290 50th Street E. and Mn/DOT.

The overall grading plan submitted falls within development plans approved in 2011-12 with the following items to consider:

This LAP will be subject to all City standards and contractual requirements developed as part of the on-going major site plan review by the Engineering and Planning Divisions.

This LAP will be subject to the Luther Companies securing a building permit for the 18 to 28 feet tall retaining wall shown in this plan.

Permanent Grading and Drainage: The site will be graded to the elevations shown until such time as the final grading plan is approved. The site's preliminary grading plan preserves undisturbed areas. The permanent grading and drainage shall meet the City's standards. Temporary grading shall ensure no flooding of existing roads and infrastructure occurs. The developer shall meet the requirements outlined in the storm water model prepared by Barr Engineering.

Erosion Control and Turf Restoration: The site will need to acquire a NPDES Permit which will require a grading plan and a temporary and permanent sediment and erosion control plan. The NPDES Permit application packet will be sufficient for the City's needs for use with the land alteration permit. The measures to be considered are listed in the conclusions and recommendations below.

Wetlands and Protected Low Areas: Luther Companies is responsible for protection of wetlands and infiltration areas as designated on this site and for identifying additional protected areas prior to disturbance of the site. The storm runoff should be carefully mitigated and proper buffer areas put in place to provide adequate protection. Proper measures such as temporary sediment basins shall apply until the site has full turf establishment.

Haul Routes and Hours of Operation: Operation hours will be as designated in the conditions below. Haul routes shall consist of 50th Street between T.H. 3 (South Robert Trail) and Babcock Trail. Once hauling leaves 50th Street, hauling shall be contained to trunk highways and county roads.

Storm water facilities shown on the plans are consistent with the City and Mn/DOT requirements established with the Council approved Planning Case 2011-12CA. An improvement agreement and a storm water facilities maintenance agreement must be executed by Luther Companies for the improvements shown as a condition of the LAP. An operation and maintenance plan will be required for these private storm water facilities.

Public Works/Engineering recommends approval of the land alteration permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

1. The long slopes shall be permanently seeded and blanketed within 14-days (place note on plans) of finished grading in order to reduce erosion. Any slopes 3:1 or steeper shall be permanently seeded and blanketed within 7-days. Temporary seeding will be necessary for any temporary stoppage in grading operations within a portion of the site which is longer than 21 days or for winter seeding conditions.
2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer.
3. This is a large site disturbance of over 1.7 acres; therefore, will need to incorporate temporary sediment basin (or internal ditch to catch and filtrate storm water runoff) sized appropriately for the drainage area until turf is established on site.
4. Label emergency overflow locations and elevations and draw drainage arrows showing the flow direction. Heavy duty BMPs are needed in these areas.
5. Luther Companies shall confirm that the 2011 Mn/DOT permit is in effect before any grading starts.
6. The City shall receive a copy of the NPDES permit along with the grading plan and SWPPP prior to issuing the land alteration permit or allowing site disturbance.
7. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to any site disturbance.
8. An improvement agreement with the City will be required for the storm water facilities along with a storm water facilities maintenance agreement and an operations and maintenance plan for these storm water facilities.
9. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer. A structural design for the retaining wall must be submitted to the Building and Inspection Division.
10. A building permit shall be received from the City for the retaining wall construction.
11. Owner shall closely maintain the erosion and sediment control devices to protect the City right-of-way, roads and ditches from construction sediment. A rock construction entrance shall be provided and maintained.
12. Luther Companies shall cover all costs of updating the Barr Engineering 2011 hydrologic model. An engineering cash escrow deposit of \$15,000 shall be submitted by Luther Companies to cover City costs for storm water modeling, engineering review, attorney costs for project documents and inspection project.
13. Street sweeping on an as needed basis shall be part of the sediment control best management practices for the site.

14. Dust must be controlled to the satisfaction of the City.
15. Tree replacement requirements shall be reviewed and approved by the Planning Division prior to disturbance.
16. Any material hauled on site shall be clean fill conforming to the requirements per Title 9, Chapter 4: Excavations and Fills of the City Code.
17. Project sureties are required for the Luther Company's LAP and additional sureties will be required with the major site plan approval.
18. Erosion and sediment control measures may need to be installed to address any concentrated storm water flows from off site.
19. Additional requirements as directed by the City may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.
20. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.

TJK/kf

Attachments: Land Alteration Permit Application
Grading and Erosion Control Plans (Sheets C-301 and C-401)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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This LAP will be subject to the Luther Companies securing a building permit for the 18 to 28 feet tall retaining wall shown in this plan.

Permanent Grading and Drainage: The site will be graded to the elevations shown until such time as the final grading plan is approved. The site's preliminary grading plan preserves undisturbed areas. The permanent grading and drainage shall meet the City's standards. Temporary grading shall ensure no flooding of existing roads and infrastructure occurs. The developer shall meet the requirements outlined in the storm water model prepared by Barr Engineering.

Erosion Control and Turf Restoration: The site will need to acquire a NPDES Permit which will require a grading plan and a temporary and permanent sediment and erosion control plan. The NPDES Permit application packet will be sufficient for the City's needs for use with the land alteration permit. The measures to be considered are listed in the conclusions and recommendations below.

Wetlands and Protected Low Areas: Luther Companies is responsible for protection of wetlands and infiltration areas as designated on this site and for identifying additional protected areas prior to disturbance of the site. The storm runoff should be carefully mitigated and proper buffer areas put in place to provide adequate protection. Proper measures such as temporary sediment basins shall apply until the site has full turf establishment.

Haul Routes and Hours of Operation: Operation hours will be as designated in the conditions below. Haul routes shall consist of 50th Street between T.H. 3 (South Robert Trail) and Babcock Trail. Once hauling leaves 50th Street, hauling shall be contained to trunk highways and county roads.

Storm water facilities shown on the plans are consistent with the City and Mn/DOT requirements established with the Council approved Planning Case 2011-12CA. An improvement agreement and a storm water facilities maintenance agreement must be executed by Luther Companies for the improvements shown as a condition of the LAP. An operation and maintenance plan will be required for these private storm water facilities.

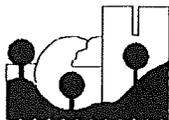
Public Works/Engineering recommends approval of the land alteration permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

1. The long slopes shall be permanently seeded and blanketed within 14-days (place note on plans) of finished grading in order to reduce erosion. Any slopes 3:1 or steeper shall be permanently seeded and blanketed within 7-days. Temporary seeding will be necessary for any temporary stoppage in grading operations within a portion of the site which is longer than 21 days or for winter seeding conditions.
2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer.
3. This is a large site disturbance of over 1.7 acres; therefore, will need to incorporate temporary sediment basin (or internal ditch to catch and filtrate storm water runoff) sized appropriately for the drainage area until turf is established on site.
4. Label emergency overflow locations and elevations and draw drainage arrows showing the flow direction. Heavy duty BMPs are needed in these areas.
5. Luther Companies shall confirm that the 2011 Mn/DOT permit is in effect before any grading starts.
6. The City shall receive a copy of the NPDES permit along with the grading plan and SWPPP prior to issuing the land alteration permit or allowing site disturbance.
7. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to any site disturbance.
8. An improvement agreement with the City will be required for the storm water facilities along with a storm water facilities maintenance agreement and an operations and maintenance plan for these storm water facilities.
9. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer. A structural design for the retaining wall must be submitted to the Building and Inspection Division.
10. A building permit shall be received from the City for the retaining wall construction.
11. Owner shall closely maintain the erosion and sediment control devices to protect the City right-of-way, roads and ditches from construction sediment. A rock construction entrance shall be provided and maintained.
12. Luther Companies shall cover all costs of updating the Barr Engineering 2011 hydrologic model. An engineering cash escrow deposit of \$15,000 shall be submitted by Luther Companies to cover City costs for storm water modeling, engineering review, attorney costs for project documents and inspection project.
13. Street sweeping on an as needed basis shall be part of the sediment control best management practices for the site.

14. Dust must be controlled to the satisfaction of the City.
15. Tree replacement requirements shall be reviewed and approved by the Planning Division prior to disturbance.
16. Any material hauled on site shall be clean fill conforming to the requirements per Title 9, Chapter 4: Excavations and Fills of the City Code.
17. Project sureties are required for the Luther Company's LAP and additional sureties will be required with the major site plan approval.
18. Erosion and sediment control measures may need to be installed to address any concentrated storm water flows from off site.
19. Additional requirements as directed by the City may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.
20. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.

TJK/kf

Attachments: Land Alteration Permit Application
Grading and Erosion Control Plans (Sheets C-301 and C-401)



CITY OF INVER GROVE HEIGHTS
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077
 (612) 450-2500 • (612) 450-2502 (fax)

Permit No: C-093-13
 Type: City Council

APPLICATION FOR LAND ALTERATION PERMIT

Date of Application 9/3/2013

Excavator

Excavator To be determined
 Contact Person DJ Kranz - Dan Reckard
 Address 725 Highway 169 North, Minneapolis, MN 55416
 Telephone 763-525-0100 Fax 763-525-1261

Land Owner(s)

Land Owner Luther Company Limited Partnership
 Address 3701 Alabama Avenue, S
 Telephone 952-258-8800 Fax N/A

PID No. 20- 0291054050

Legal Description Lot _____ Block _____ Addition _____
See attached

Section _____ Township _____

Land Owner _____
 Address _____
 Telephone _____ Fax _____

PID No. 20-

Legal Description Lot _____ Block _____ Addition _____

Section _____ Township _____

Description of Land Being Altered

General Location of Land Being Altered Southerly portion of the site located at 1470 50th Street E

Purpose of Land Alteration Grading for retaining wall and future building

Value of Work \$ TBD Estimated Start Date 10/1/2013

Estimated Completion Date 12/31/2013

Source and Composition of Fill Southerly portion of the site located at

Cubic Yards of Fill 36,426 c.y.

Cubic Yards of Excavation/Grading 1,840 c.y.

Total Volume of Land Alteration = 38,266 c.y.

Total Area of Land Altered 1.7 Acres

A. Plan Checking Fees

0 up to 30 Cubic Yards.....	NO FEE
30 up to 500 Cubic Yards.....	\$25.00 plus \$0.25 per Cubic Yard.....\$32.50 - \$150.00
500 up to 10,000 Cubic Yards.....	\$150.00 plus \$0.03 per Cubic Yard.....\$165.00 - \$450.00
10,000 up to 100,000 Cubic Yards.....	\$950.00 plus \$0.005 per Cubic Yard.....\$1000.00 - \$1450.00
100,000 Cubic Yards or more.....	\$1150.00 plus \$0.003 per Cubic Yard.....\$1450.00 and above

B. Grading Permit Fees

0 up to 30 Cubic Yards.....	NO FEE
30 up to 500 Cubic Yards.....	\$25.00 plus \$0.25 per Cubic Yard.....\$32.50 - \$150.00
501 up to 10,000 Cubic Yards.....	\$150.00 plus \$0.02 per Cubic Yard.....\$160.00 - \$350.00
10,001 up to 100,000 Cubic Yards.....	\$550.00 plus \$0.005 per Cubic Yard.....\$550.00 - \$1,000.00
100,001 Cubic Yards or more.....	\$800.00 plus \$0.002 per Cubic Yard.....\$1000.00 and above

CITY USE ONLY

Fees received 9/4/13
Ch # 8370

A. Plan Checking Fee	\$ <u>1,141.33</u>
B. Grading Permit Fee	\$ <u>741.33</u>
Total Fee (A + B)	\$ <u>1,882.66</u>
Amount of Bond(TBD)	\$ _____

(\$5,000 per acre, minimum \$10,000; Must be submitted upon approval of application, if applicable).

Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).

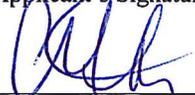
- Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures.
- Grading plan showing existing and proposed finished contours and elevations.
- Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items.
- Calculations for and approximate quantities of excavation and/or fill required.
- Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation.
- Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed.
- Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code 430: Stormwater Management.
- Conformance with the City of Inver Grove Heights Water Resource Management Plan.
- Soil borings.
- Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance.
- A final use plan, illustrating the ultimate land uses projected for the property.
- Location and surface type of access roads.
- Certification of Comprehensive General Liability Insurance.
- Compaction and/or Soil Density Requirements.
- Other: _____

Stipulations

1. A plan checking fee of \$ _____ shall be submitted with the Land Alteration application.
2. A grading permit fee of \$ _____ shall be submitted upon City approval and before issuance of land alteration permit documents.
3. A \$1500.00 escrow shall be provided for non-compliance activities that are identified by an inspection. A written notice will be issued if the escrow funds will be used to correct a non-compliant issue.
4. The above fees do not include City expenses for environmental reviews such as: EAWs, AUARs, or EISs. The City reserves the right to collect additional costs if the project requires additional environmental reviews.
- 4.. A surety bond or certified check in the amount of \$ _____ (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
5. All land alteration permits issued to a specific location shall be based on the cumulative quantity of earthwork as the final determination of fees. The City reserves the right to adjust fees based on cumulative quantities.
2. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
3. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
4. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
5. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
6. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
7. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
8. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
9. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.


Applicant's Signature

Date 8/29/13


Property Owner's Signature The Luther Company, LLC
By C. David Luther, General Partner

Date 8/29/2013

Property Owner's Signature

Date _____

CITY USE ONLY

Recommended for Approval Yes No By _____ Date _____

Recommended for Approval Yes No By _____ City Council _____ Date _____

Bond No. _____ Date Bond Expires _____

Insurance Company _____ Date Insurance Expires _____

BA
BANFIELD ASSOCIATES, INC.
 ARCHITECTS



Inver Grove Heights
 District
 Inver Grove Nisan Kha
 11/11/2013

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INVER GROVE HEIGHTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INVER GROVE HEIGHTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INVER GROVE HEIGHTS.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INVER GROVE HEIGHTS.

EXISTING CONDITIONS

1. THE EXISTING BUILDING IS A 1-1/2 STORY BRICK BUILDING WITH A GABLE ROOF.
2. THE EXISTING BUILDING IS A 1-1/2 STORY BRICK BUILDING WITH A GABLE ROOF.
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PROPOSED CONDITIONS

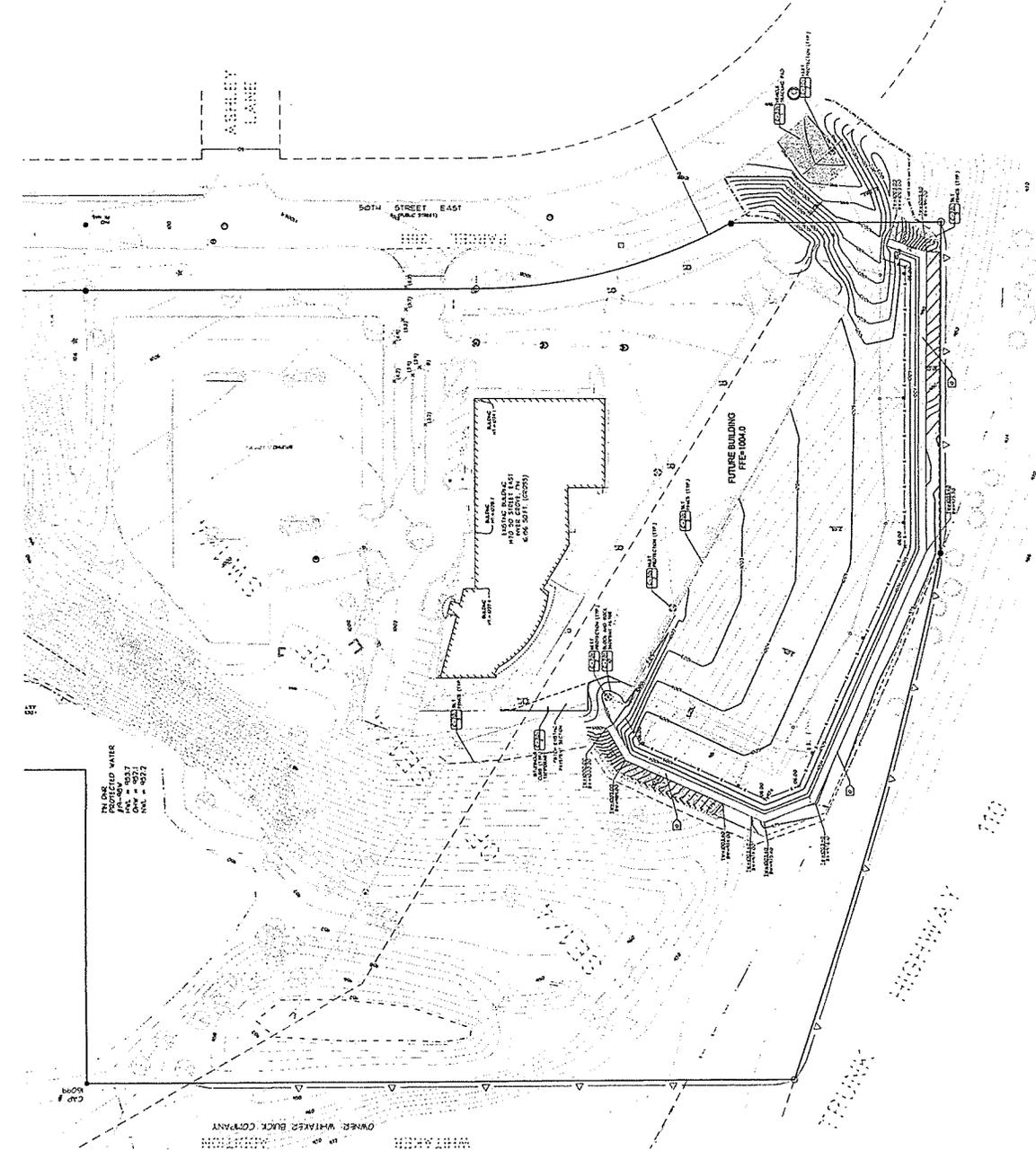
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NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INVER GROVE HEIGHTS.
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PROPOSED CONDITIONS

NO.	DESCRIPTION	AMOUNT	UNIT	TOTAL
1	CONCRETE	100	CU YD	100
2	BRICK	1000	SQ YD	1000
3	ROOFING	100	SQ YD	100
4	PAINT	100	SQ YD	100
5	MECHANICAL	100	HR	100
6	ELECTRICAL	100	HR	100
7	PLUMBING	100	HR	100
8	LANDSCAPE	100	HR	100
9	DEMOLITION	100	HR	100
10	FOUNDATION	100	HR	100
11	ROOF STRUCTURE	100	HR	100
12	WALLS	100	HR	100
13	FLOORING	100	HR	100
14	MECHANICAL	100	HR	100
15	ELECTRICAL	100	HR	100
16	PLUMBING	100	HR	100
17	LANDSCAPE	100	HR	100
18	DEMOLITION	100	HR	100
19	FOUNDATION	100	HR	100
20	ROOF STRUCTURE	100	HR	100
21	WALLS	100	HR	100
22	FLOORING	100	HR	100
23	MECHANICAL	100	HR	100
24	ELECTRICAL	100	HR	100
25	PLUMBING	100	HR	100
26	LANDSCAPE	100	HR	100
27	DEMOLITION	100	HR	100
28	FOUNDATION	100	HR	100
29	ROOF STRUCTURE	100	HR	100
30	WALLS	100	HR	100
31	FLOORING	100	HR	100
32	MECHANICAL	100	HR	100
33	ELECTRICAL	100	HR	100
34	PLUMBING	100	HR	100
35	LANDSCAPE	100	HR	100
36	DEMOLITION	100	HR	100
37	FOUNDATION	100	HR	100
38	ROOF STRUCTURE	100	HR	100
39	WALLS	100	HR	100
40	FLOORING	100	HR	100
41	MECHANICAL	100	HR	100
42	ELECTRICAL	100	HR	100
43	PLUMBING	100	HR	100
44	LANDSCAPE	100	HR	100
45	DEMOLITION	100	HR	100
46	FOUNDATION	100	HR	100
47	ROOF STRUCTURE	100	HR	100
48	WALLS	100	HR	100
49	FLOORING	100	HR	100
50	MECHANICAL	100	HR	100
51	ELECTRICAL	100	HR	100
52	PLUMBING	100	HR	100
53	LANDSCAPE	100	HR	100
54	DEMOLITION	100	HR	100
55	FOUNDATION	100	HR	100
56	ROOF STRUCTURE	100	HR	100
57	WALLS	100	HR	100
58	FLOORING	100	HR	100
59	MECHANICAL	100	HR	100
60	ELECTRICAL	100	HR	100
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63	DEMOLITION	100	HR	100
64	FOUNDATION	100	HR	100
65	ROOF STRUCTURE	100	HR	100
66	WALLS	100	HR	100
67	FLOORING	100	HR	100
68	MECHANICAL	100	HR	100
69	ELECTRICAL	100	HR	100
70	PLUMBING	100	HR	100
71	LANDSCAPE	100	HR	100
72	DEMOLITION	100	HR	100
73	FOUNDATION	100	HR	100
74	ROOF STRUCTURE	100	HR	100
75	WALLS	100	HR	100
76	FLOORING	100	HR	100
77	MECHANICAL	100	HR	100
78	ELECTRICAL	100	HR	100
79	PLUMBING	100	HR	100
80	LANDSCAPE	100	HR	100



LAND ALTERATION PERMIT
SEPTEMBER 3, 2013

LAND FORM

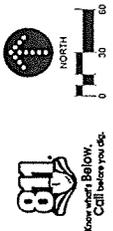
SP 511

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BA
CONSULTATION, INC.
AUTHORITY

CONSTRUCTION WITH PERMIT
CONSTRUCTION WITH PERMIT
CONSTRUCTION WITH PERMIT
CONSTRUCTION WITH PERMIT



City of Chicago
Department of Public Works
Engineering Division

Lincoln Park
3100 N. Lincoln Ave.
Chicago, IL 60618

LAST ALTERATION PERMIT
SEPTEMBER 3, 2015

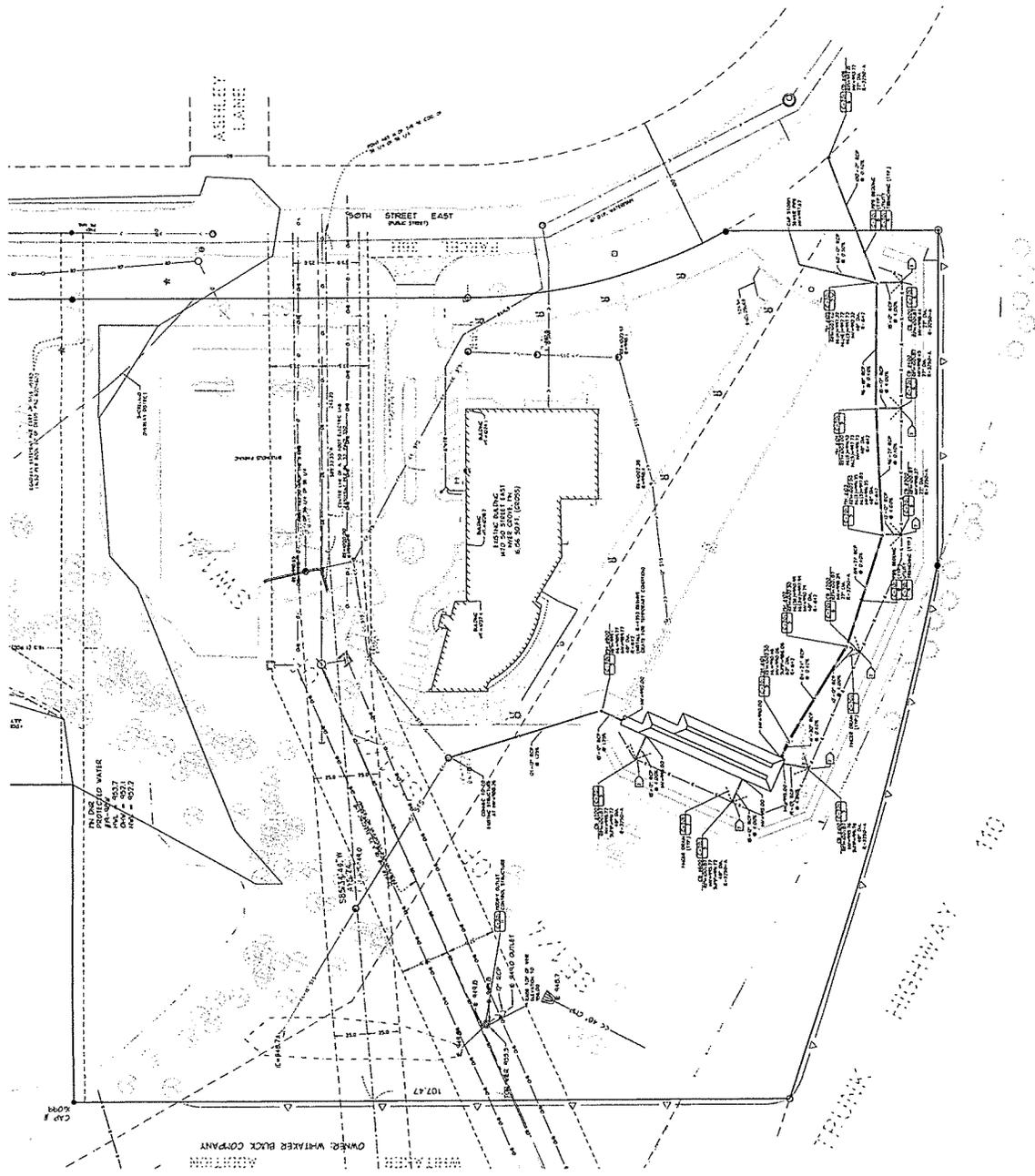
CONTRACT NO.
DATE OF PERMIT

PROJECT NO.
DATE OF PERMIT

- 1. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
- 2. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
- 3. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.
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- 10. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.

Know when Below, Call before you dig.

0 30 60



Luther Nissan-Kia - Adjacent Properties Showing Buildings



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification. Dakota County assumes no legal responsibility for the information contained in this data.

Map Scale
1 inch = 305 feet
9/3/2013

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Cooperation Agreement for the Dakota County Block Grant Program

Meeting Date: September 9, 2013
 Item Type: Consent
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Comm. Dev.
 Reviewed by: NA

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 type="checkbox"/> | Other (Revenue) |



PURPOSE/ACTION REQUESTED

The City Council is to consider approving a Resolution Authorizing Staff to Execute Cooperation Agreements with Dakota County regarding the Community Development Block Grant Program.

BACKGROUND

The City has had a cooperative agreement with the Dakota County Community Development Agency relating to the Community Development Block Grant (CDBG), since 1984. Through these agreements, the City receives in excess of \$100,000 annually while the Dakota County assumes almost all of the administrative burden.

From time to time, the federal government requires that cooperative agreements be amended or updated. In this case, the agreements are being updated to reference new federal legislation, reference the Formula Allocation Plan, and acknowledge Dakota County's participation in the new Emergency Solutions Grant Program.

CONCLUSION

Since the supplemental agreements are necessary for Inver Grove Heights' continued participation in the Dakota County CDBG Program, staff recommends approval of the resolution.

TJL/kf

Enc: Resolution and Cooperative Agreements (3)

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING STAFF TO EXECUTE COOPERATION AGREEMENTS WITH
DAKOTA COUNTY REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**

WHEREAS, the City of Inver Grove Height has, for many years, had a cooperative agreement with Dakota County and the Dakota County Community Development Agency (CDA) for the administration of federal housing programs, including the Community Development Block Grant Program; and

WHEREAS, the City receives in excess of \$100,000 per year through those programs; and

WHEREAS, the Dakota County and Dakota County Community Development Agency (CDA) administer those programs on behalf of the County and its member cities; and.

WHEREAS, the federal government requires Dakota County, the Dakota County Community Development Agency, and cities to enter into new agreements for the cities to continue to participate in these federal programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inver Grove Heights hereby approves the Cooperation Agreement for the Dakota County Community Development Block Grant Program and authorizes staff to execute those agreements.

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

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**COOPERATION AGREEMENT FOR
THE DAKOTA COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into by and between the COUNTY OF DAKOTA, State of Minnesota, hereinafter referred to as "COUNTY" and the CITY of INVER GROVE HEIGHTS, hereinafter referred to as "COOPERATING COMMUNITY", said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes, Section 471.59.

WITNESSETH:

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, provides for a program of community development block grants; and,

WHEREAS, Dakota County, Minnesota qualifies under said law as an "urban county" eligible to receive community development block grant funds; and,

WHEREAS, the County's population, among other factors, is a determinant of the eligibility of the County and the amount of resources which may be made available to the County to undertake activities under the afore-referenced law; and,

WHEREAS, part 570, Chapter V of the Title 24 of the Code of Federal Regulations set forth regulations governing the applicability and use of funds under Title I; and,

WHEREAS, Section 570.105, titled "qualifications as urban county" provides that computation of the County's population may include persons residing in "unincorporated areas" and in "its included parts of general local government with which it has entered into cooperative agreements to undertake or to assist in the undertaking of essential activities pursuant to community development block grants;" and

WHEREAS, it is in the interest of the Cooperating Community to have its population counted together with other municipalities of Dakota County who similarly agree;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

For the purposes of this Agreement, the terms defined in this section have the meanings given to them:

A. "The Act" means the Housing and Community Development Act of 1974, Title I, of Public Law 93-383, as amended (42 USC 5301 et seq.)

B. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Part 570.

C. "HUD" means the United States Department of Housing and Urban Development.

D. "Cooperating Community" means any city or township in Dakota County which has entered into a cooperative agreement which is identical to this agreement.

E. "Dakota County CDA" means the Dakota County Community Development Agency which will provide administrative services for the County under this program.

F. "Essential Community Development and Housing Assistance Activities" means community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.

The definitions contained in 42 USC 5302 of the Act and 24 CFR 570.3 of the Regulations are incorporated herein by reference and made a part hereof.

II. PURPOSE

The Cooperating Community and the County have determined that it is desirable and in the interests of its citizens that the County qualifies as an urban county within the provisions of the Act. This Agreement contemplates that identical agreements will be executed between the County and other cities and townships in Dakota County and such numbers will enable the County to so qualify under the Act.

The purpose of this Agreement is to authorize the County to cooperate with the Cooperating Community in undertaking, or assist in undertaking, essential community development and housing assistance activities pursuant to community development block grants as authorized in the Act and the Regulations.

III. TERM OF AGREEMENT

The term of this Agreement is for a period commencing on the effective first day of Federal Fiscal Year 2014, and terminating no sooner than the end of Federal Fiscal Year 2016. This Agreement is extended automatically for each subsequent three-year program period unless written notice of termination to be effective at the end of the current three year program is given by the County to the Cooperating Community or by the Cooperating Community to the County following the same schedule as the "opt out" notification requirements as established by HUD. A copy of such written notice of termination, if given by either party, shall be provided to the appropriate office of the U.S. Department of Housing and Urban Development (HUD). The County shall provide written notification to the Cooperating Community of the Community's right to "opt out" and terminate this Agreement at least thirty (30) days prior to the "opt out" date.

This Agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnership Program funds and program income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods) are expended and the funded activities completed, and that the County and Cooperating Community cannot terminate or withdraw from the cooperation agreement while it remains in effect. Notwithstanding any other provision of this Agreement, this Agreement shall be terminated at the end of any program year during which HUD withdraws its designation of Dakota County as an Urban County under the Act.

IV. METHOD

The Cooperating Community hereby agrees that it will undertake, or assist in undertaking, essential community development and housing assistance activities as described in Section I of this Agreement. The County shall prepare and submit to HUD and appropriate

reviewing agencies, all necessary applications for basic grant amount under the Act. In making the application, the County shall address the goals and needs of County as developed in meetings between the Cooperating Community, its citizens and the County, and also address the Act and other relevant Minnesota and/or Federal statutes and regulations. The parties agree to cooperate fully in establishing priorities and in preparation of the application for a basic grant amount. The Cooperating Community and the County agree that the County shall establish a reasonable time schedule for the development of the grant application.

It is anticipated by the parties that the party ultimately implementing a project funded by monies received from the grant may be either the Cooperating Community, its agent, or the Dakota County CDA. The determination of which party will implement the project will be made by the parties after consideration of the nature and scope of the project, and the ability of each party to undertake the project, though it is understood by the Cooperating Community that the County shall have final responsibility for selecting projects, submitting the Consolidated Plan to HUD, and filing annual grant requests. The County is hereby authorized to distribute to the Cooperating Community such funds as are determined appropriate for the Community to use in implementing a project. Contracts let and purchases made pursuant to a project under this Agreement shall conform to the requirements applicable to the entity undertaking the project.

It is understood by the parties hereto that the County will be entering into an Administrative Services Contract with the Dakota County CDA under which the Dakota County CDA will provide those administrative services necessary to carry out obligations of the County under this Cooperation Agreement. The Cooperating Community agrees to cooperate with the Dakota County CDA to the extent necessary to achieve the purposes of this Agreement.

V. SPECIAL PROVISIONS

Nothing in this Agreement shall be construed to prevent or otherwise modify or abrogate the right of the Cooperating Community or the County to submit individual applications for discretionary funds in the event County does not receive designation as an urban county entity under the Act.

The Cooperating Community and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of their respective officers, agents and employees relating to activities conducted by either under this Agreement, the Act or the Regulations.

In the event that there is a revision of the Act, Regulations, and/or the provisions of the Urban County Qualification Notice in effect at the time of renewal of this Agreement which would make this Agreement out of compliance with the Act, Regulations, or Urban County Qualification Notice, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance.

Both parties understand and agree that the refusal to renegotiate this Agreement will result in effective termination of the Agreement as of the date it is no longer in compliance with the Act and/or Regulations as amended.

All funds received by the County under the Act shall be deposited in the County treasury.

The Cooperating Community and the County shall maintain financial and other records and accounts in accordance with requirements of the Act and Regulations. Such records and accounts will be in such form as to permit reports required of the County to be prepared therefrom and to permit the tracing of grant funds and program income to final expenditure.

The Cooperating Community and the County agree to make available all records and accounts with respect to matters covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials. Such records shall be retained as provided by law, but in no event for a period of less than three years from the date of completion of any activity funded under the Act or less than three years from the last receipt of program income resulting from activity implementation. The County shall perform all audits of the basic amounts and resulting program income as required under the Act and Regulations.

The parties mutually agree to take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of the Housing and Community Development Act of 1974 and all other applicable requirements of the Act and Regulations in the use of basic grant amounts. Nothing in this Article shall be construed to lessen or abrogate the County's responsibility to assume all obligations of an applicant under the Act, including the development of applications pursuant to 24 CFR 570.300 et seq.

The parties further agree to take all actions necessary to assure compliance with the County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. They also agree to assure compliance with section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990, and other applicable laws. They also agree that the County shall not fund activities in, or in support of, a unit of general local government that does not affirmatively further fair housing within its own jurisdictions or that impedes the County's actions to comply with its fair housing certification.

The parties further agree that pursuant to 24 CFR 570.501 (b), the Cooperating Community is subject to the same requirements applicable to subrecipients, including a written agreement as set forth in 24 CFR 570.503. Such agreements are only entered into when a Cooperating Community chooses to propose a project and actually will receive funds from the County's entitlement allocation.

The parties further agree that the Cooperating Community has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

APPROVED AS TO FORM:

COUNTY OF DAKOTA,
STATE OF MINNESOTA

Karen Schaffer
Assistant County Attorney

By: Kathleen A. Gayford
Its: Chair of the Board

Date: 6/18/13

Date: 6/18/13

Attested By: Kelly Olson
Kelly Olson
Sr. Admin. Coordinator to the Board

City of Inver Grove Heights

By: _____

Its: _____

Date: _____

And: _____

Its: _____

Date: _____

**SUPPLEMENT TO THE COOPERATION
AGREEMENT FOR THE DAKOTA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, made and entered into and between the COUNTY OF DAKOTA, State of Minnesota, and the City of INVER GROVE HEIGHTS, (hereinafter "COUNTY" and "COOPERATING COMMUNITY", respectively) said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes Section 471.59.

WITNESSTH:

WHEREAS, Title II of the Cranston – Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12701 et seq. as amended) provides for a program known as the HOME Investment Partnership Program; and,

WHEREAS, Dakota County, Minnesota qualifies under said law as a member of the HOME Consortium formed by Anoka, Dakota, Ramsey and Washington Counties, and the Cities of Coon Rapids in Anoka County and Woodbury in Washington County; and,

WHEREAS, part 92 of Title 24 of the Code of Federal Regulations sets forth regulations governing the applicability and use of funds under Title II; and

WHEREAS, the governing regulations require that units of local government enter into a cooperation agreement with the County for participation in the HOME Program, which shall be the same cooperation agreement participation in the Community Development Block Grant Program;

NOW, THEREFORE, the parties mutually agree to the following terms and conditions.

I. The following terms defined in the Cooperation Agreement for the Dakota County Community Development Block Grant Program shall have the meaning contained herein, in addition to the meaning given in that agreement:

A. "The Act" means the HOME Investment Partnership Act, Title II of the Cranston - Gonzales National Affordable Housing Act, 42 U.S.C. 12701 et seq., as amended.

B. "Regulations" means those regulations found at 24 CFR Part 92, as amended.

II. The Definitions contained in the Act and in the Regulations are incorporated herein by reference and are made a part hereof.

III. The purpose of this Agreement is to authorize the County to cooperate with the Cooperating Community in undertaking, or assisting in undertaking, the activity as authorized in the Act and in the Regulations.

IV. By executing this Agreement, the Cooperating Community understands that it:

A. May not apply for grants from appropriations under the Small Cities or State Community Development Block Grant Programs for fiscal years during the period in which it participates in the County's Community Development Block Grant Program; and,

B. May receive a formula allocation under the HOME Program only through the County, and cannot form a HOME Consortium for participation in the Program except through the County, during the period in which it participates in the County's Community Development Block Grant Program. This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the State allows.

The parties have caused this Agreement to be duly executed.

APPROVED AS TO FORM

Karen Schapper
Assistant County Attorney

Date: 6/18/13

COUNTY OF DAKOTA, STATE
OF MINNESOTA

By: Kathleen A Gayford
Its: County Board Chair

Date: 6/18/13

Attested: Kelly Olson
Kelly Olson
Sr. Admin. Coordinator to the Board

CITY: Inver Grove Heights

By: _____

Its: _____

Date: _____

And: _____

Its: _____

Date: _____

**SECOND SUPPLEMENT TO THE COOPERATION
AGREEMENT FOR THE DAKOTA COUNTY
COMMUNITY DEVELOPMENTBLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into by and between the COUNTY OF DAKOTA, State of Minnesota, hereinafter referred to as "COUNTY" and the CITY of INVER GROVE HEIGHTS, hereinafter referred to as "COOPERATING COMMUNITY", said parties to this Agreement each being governmental units of the State of Minnesota, and is made pursuant to Minnesota Statutes Section 471.59.

WITNESSETH:

WHEREAS, The McKinney-Vento Homeless Assistance Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 provides for the program known as the Emergency Solutions Grant (ESG); and

WHEREAS, the ESG Program supersedes the regulations governing the applicability and use of funds under the Emergency Shelter Grant Program as defined in part 576 of Title 24 of the Code of Federal Regulations; and

WHEREAS, the Secretary has been directed to allocate ESG Program assistance to metropolitan cities, urban counties, and States (for distribution to local governments and private nonprofit organizations in the States); and

WHEREAS, the County of Dakota is defined as an urban county by HUD and is eligible for CDBG, HOME, and ESG funds; and

WHEREAS, assistance provided under the ESG Program may be used for the following activities:

- (1) The renovation, major rehabilitation, or conversion of buildings to be used as emergency shelters.
- (2) The provision of essential services related to emergency shelter or street outreach, including services concerned with employment, health, education, family support services for homeless youth, substance abuse services, victim services, or mental health services, if—
 - (A) such essential services have not been provided by the local government during any part of the immediately preceding 12-month period or the Secretary determines that the local government is in a severe financial deficit; or
 - (B) the use of assistance under this subtitle would complement the provision of those essential services.
- (3) Maintenance, operation, insurance, provision of utilities, and provision of furnishings related to emergency shelter.
- (4) Provision of rental assistance to provide short-term or medium-term housing to homeless individuals or families or individuals or families at risk of homelessness. Such rental assistance may include tenant-based or project-based rental assistance.
- (5) Housing relocation or stabilization services for homeless individuals or families or individuals or families at risk of homelessness, including housing search, mediation or outreach to property owners, legal services, credit repair, providing security or utility deposits, utility payments, rental assistance for a final month at a location, assistance with moving costs, or other activities that are effective at—
 - (A) stabilizing individuals and families in their current housing; or

(B) quickly moving such individuals and families to other permanent housing; and

WHEREAS, the governing regulations require that units of local government enter into a Cooperation Agreement with the County for participation in the ESG Program, which shall be the same Cooperation Agreement participation in the Community Development Block Grant Program.

NOW, THEREFORE, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

The following terms defined in the Cooperation Agreement for the Dakota County Community Development Block Grant Program shall have the meaning contained herein, in addition to the meaning given in that Agreement:

- A. "ESG" – Originally known as the Emergency Shelter Grant Program and now means Emergency Solutions Grant Program.
- B. "Secretary" - The term means the Secretary of Housing and Urban Development.
- C. "Urban County" – The term means any county within a metropolitan area which--
 - i. is authorized under State law to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government; and
 - ii. either--
 - 1. has a population of 200,000 or more (excluding the population of metropolitan cities therein) and has a combined population of 100,000 or more (excluding the population of metropolitan cities therein) in such unincorporated areas and in its included units of general local government (and in the case of counties having a combined population of less than 200,000, the areas and units of general local government must include the areas and units of general local government which in the aggregate have the preponderance of the persons of low and moderate income who reside in the county)
 - a. in which it has authority to undertake essential community development and housing assistance activities and which do not elect to have their population excluded, or
 - b. with which it has entered into cooperation agreements to undertake or to assist in the undertaking of essential community development and housing assistance activities; or
 - 2. has a population in excess of 100,000, a population density of at least 5,000 persons per square mile, and contains within its boundaries no incorporated places as defined by the United States Bureau of the Census.

II. PURPOSE

The purpose of this Second Supplement to the Cooperation Agreement is to authorize the County to cooperate with the Cooperating Community in undertaking, or assisting in undertaking, the ESG Program to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.

III. METHOD

By executing this Second Supplement to the Cooperation Agreement, the Cooperating Community understands that it is a participant in the ESG program and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

APPROVED AS TO FORM:

COUNTY OF DAKOTA,
STATE OF MINNESOTA

Karen Schaffer
Assistant County Attorney

By: Kathleen Gayford
Its: County Board Chair

Date: 5/22/13

Date: 6/18/13

Attest: Kelly Olson
Kelly Olson
Sr. Admin. Coordinator to the Board

CITY of INVER GROVE HEIGHTS

By: _____

Its: _____

Date: _____

And: _____

Its: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JOE LEXA (DAKOTA COUNTY) - Case No. 13-30PR

Meeting Date: September 9, 2013
 Item Type: Consent Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering
 City Attorney

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving the Site Plan Approval Agreement for the Inver Glen Library addition approved on July 22, 2013.

- Requires 3/5th's vote.

SUMMARY

The City Council approved the plans on July 22, 2013. The Site Plan Approval Agreement was still being reviewed by the applicant and the City and was not ready when the project was reviewed by Council. The applicant intends on beginning construction this fall with the project being complete summer of 2014.

The agreement addresses on-site improvements including a new parking lot and above ground and underground storm water improvements.

City Staff: Planning and Engineering Staff recommend approval of the Site Plan Approval Agreement as presented.

Attachments: Resolution approving the Site Plan Approval Agreement
Site Plan Approval Agreement

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SITE PLAN APPROVAL AGREEMENT FOR THE
INVER GLEN LIBRARY ADDITION**

**CASE NO. 13-18SC
(Joe Lexa/ Dakota County)**

WHEREAS, a Major Site Plan was approved on July 22, 2013 to allow 4,400 square feet of building additions along with other property improvements for the property located at 8098 Blaine Avenue;

WHEREAS, conditions No. 2 and 3 of Resolution No. 13-100 require the applicant to enter into an agreement with the city relating to an improvement agreement and storm water agreement prior to any work commencing on site;

WHEREAS, all agreements that were required under conditions No. 2 and 3 were combined into a single Site Plan Approval Agreement between the City of Inver Grove Heights and Dakota County;

WHEREAS, the agreement was not completed prior to Council approving the project on July 22, 2013 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Site Plan Approval Agreement is hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 9th day of September, 2013.

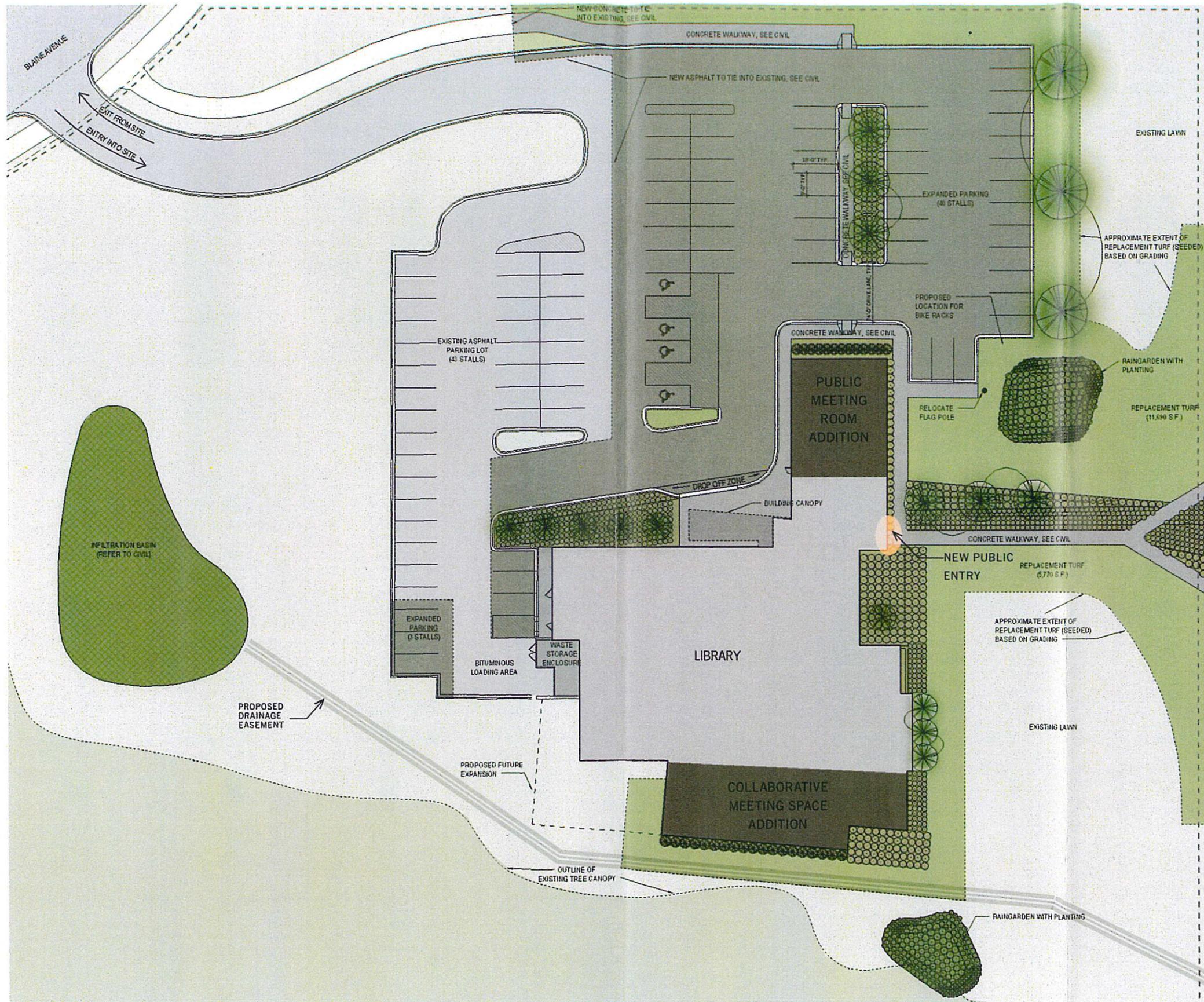
AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

- Legend**
- EXISTING BUILDING
 - NEW BUILDING
 - EXISTING PAVEMENT
 - NEW PAVEMENT
 - EXISTING SIDEWALK
 - NEW SIDEWALK
 - EXISTING LAWN
 - NEW LAWN
 - NEW RAIN GARDEN
 - EXISTING PLANTINGS
 - NEW PLANTINGS

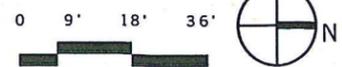


Project Breakdown

Total Site Area	285,474 sf
Existing Building	12,500 sf
New Additions	4,400 sf
Existing Parking	59
New Parking	86

Additions

- New Public Entry
- Public Meeting Room (West)
- Collaborative Meeting (East)



**SITE PLAN APPROVAL AGREEMENT
FOR LOT 1, BLOCK 1
INVER GLEN LIBRARY ADDITION
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
SITE PLAN APPROVAL AGREEMENT FOR LOT 1, BLOCK 1,
INVER GLEN LIBRARY ADDITION,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS SITE PLAN APPROVAL AGREEMENT (Agreement) is made, entered into and effective this 9th day of September, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and the County of Dakota, a political subdivision of the State of Minnesota (hereafter referred to as County). The City and County are referred to as the Parties. 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:

RECITALS:

WHEREAS, the County owns the Subject Property and operates a County Library on the Subject Property. The County has applied to the City for approval of a Site Plan to expand the Library on the Subject Property. The City has approved the Site Plan and imposed conditions.

WHEREAS, the City and the County desire by the terms of this Agreement to define the rights and obligations of the parties with respect to the maintenance and repair of the storm water management facilities on the Subject Property and to set forth an approved stormwater, grading, drainage and erosion control plan for such facilities.

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere defined specifically in the 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 County. "County" means Dakota County, a political subdivision of the State of Minnesota.

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

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

1.7 **Expansion Improvements.** "Expansion Improvements" means and includes, individually and collectively, all the improvements identified in Article 2 and on the attached **Exhibit C.**

1.8 **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 County: Dakota County
Attention: Operations Management Director
14955 Galaxie Avenue
Apple Valley, Minnesota 55124

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 EXPANSION PLANS**

2.1. **Approval of Expansion Plans.** The Expansion Plans are hereby approved by the City, subject to the following conditions:

- a.) Large scale ground mounted mechanical equipment shall be screened from view;
- b.) 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 visible from the property lines.

2.2 **Expansion Improvements.** The County shall install, at its own cost, the Expansion Improvements in accordance with the Expansion Plans. The Expansion Improvements shall be completed by the dates shown on Exhibit C, except as completion dates are extended by subsequent written action of PWD, which extension will not be unreasonably withheld.

2.3 Inspection. The PWD may periodically inspect the work installed by the County, its contractors, subcontractors or agents.

2.4 Engineering Submittals Required. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Expansion Improvements shall be provided by the County in accord with City standards no later than 90 days after completion and final acceptance of the Expansion 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.

2.5 City Miscellaneous Expenses. The County 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 Agreement and Expansion Plan approval and acceptance and authorization of improvements.

2.6 Cost Of Repairs. The County shall be solely responsible for all costs of performing repair work on the Expansion Improvements.

2.7 Escrow Requirement. Prior to the County beginning construction of the Expansion Improvements and prior to obtaining any permits for grading, foundations or for building, County has deposited with the City a cash deposit of \$4,000 for the amount stated in **Exhibit D.**

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

ARTICLE 3 **STORMWATER FACILITIES**

3.1 Stormwater Facilities. For purposes of this Article 3, the following terms have the following meanings.

"Stormwater Facilities" means each and all of the following, individually and collectively, to the extent located on the Subject Property:

Any existing or future raingardens; the stormwater basin and pond located in the southerly portion of the Subject Property; the stormwater pipe and emergency flow appurtenances running from the stormwater pond to 80th Street; the drainage swales. The Stormwater Facilities include surface drainage for emergency overflow routes from the existing stormwater pond located in the southern half of the Subject Property.

“Stormwater Facility Plan” means that certain Grading, Drainage and Erosion Control Plan (C300) dated June 28, 2013 and that certain Utility Plan (C400, excluding the proposed drainage easement), dated June 28, 2013, prepared by Pierce Pini & Associates and approved by the City Engineer on July 11, 2013. The Stormwater Facility Plan is on file with the City and is attached to this Agreement as part of **Exhibit F** (not to scale).

3.2 Maintenance of Stormwater Facilities. The County is obligated at its expense to perpetually maintain the Stormwater Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof.

The County shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities without first obtaining the written consent of the City; the City shall not unreasonably withhold consent.

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

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

The Standard of Maintenance shall be reasonable and shall conform to the same standards that the PWD utilizes for stormwater systems that the City maintains, as those standards are from time to time amended.

- a.) The County shall reasonably monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- b.) The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings for newly installed structures shall be provided to the City before the Stormwater Facilities are covered.
- c.) In January of each year, the County shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the County 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 E**.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the County has not complied with the Standard of Maintenance, the DPW shall provide written Formal Notice to the County of such failure to comply with the Standard of Maintenance and the repairs that the City believes are needed to the Stormwater Facilities.

3.5 Urgent Repairs. Upon notice from the City for repairs to the Stormwater Facilities County shall make such repairs to address immediate and urgent needs when determined necessary by the County. Urgent repairs must be approved by both the City and the County. The parties agree to cooperate and use their reasonable efforts to ensure that the Stormwater Facilities remain in compliance with City standards.

3.6 Obligation For Maintenance Notwithstanding Public Easement. The County agrees that its obligations relating to maintenance of the Stormwater Facilities exist notwithstanding the fact that the Stormwater Facilities may be located in whole or in part within public easements.

3.7 Access: The City hereby grants to the County 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 Stormwater Facilities for the duration of the performance of the maintenance. The County hereby grants to the City a right and license to access and enter the Subject Property for the purpose of performing maintenance of the Stormwater Facilities for the duration of the performance of the maintenance.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The Parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the County.

4.2 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.

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

4.4 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.

4.5 Mutual Indemnification. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur to be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that the Parties' liability is limited by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 or other applicable law.

4.6 Duty to Mitigate and Cooperate. Both Parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder. The County and the City shall cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

4.7 Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements, except that the 1997 agreement between the Parties entitled:

JOINT POWERS AGREEMENT FOR PUBLIC LIBRARY IN INVER GROVE HEIGHTS, MINNESOTA ENTERED INTO BY THE CITY OF INVER GROVE HEIGHTS, INDEPENDENT SCHOOL DISTRICT 199, AND THE COUNTY OF DAKOTA, dated November 24, 1997

attached hereto as Exhibit G, shall remain in full force and effect.

4.8. Term. This Agreement shall be in force and effect from the date of execution by all parties and shall continue in effect for so long as the need exists for maintenance of the Stormwater Facilities, unless earlier terminated by agreement of the Parties or operation of law.

IN WITNESS WHEREOF, the Parties have executed this 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 9th day of September, 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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Inver Glen Library Addition, Dakota County, Minnesota.

EXHIBIT B
LIST OF EXPANSION PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Civil Notes and Legend (C100)	6/28/13	Pierce Pini & Associates
Site Demolition Plan (C200)	6/28/13	Pierce Pini & Associates
Grading, Drainage, and Erosion Control Plan (C300)	6/28/13	Pierce Pini & Associates
Utility Plan (C400)	6/28/13	Pierce Pini & Associates
Paving Plan (C500)	6/28/13	Pierce Pini & Associates
Civil Details (C600 and C601)	6/28/13	Pierce Pini & Associates

The above-listed Expansion Plans were approved by the City Engineer on July 11, 2013.

The Expansion Plans also include compliance by the County with the conditions set forth in the following:

1. Memorandum from City Engineer Tom Kaldunski to Kevin Gardner, PE of Pierce Pini and Associates dated May 22, 2013;
2. Memo from City Engineer Tom Kaldunski to Associate City Planner Heather Botten dated May 28, 2013,

collectively the "Engineering Memo's". The Engineering Memo's are on file with the City.

EXHIBIT C
EXPANSION IMPROVEMENTS

<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
12-15-13	erosion control
12-15-13	relocate utility service lines
12-15-13	soil corrections
9-30-14, or before City issues a building permit for expansion	grading, drainage and erosion control
9-30-14, or before City issues a temporary certificate of occupancy	construct new parking lot pavement with curb and gutter
9-30-14, or before City issues a temporary certificate of occupancy	remove sediment from pond
9-30-14, or before City issues a temporary certificate of occupancy	complete storm sewer work
9-30-14, or before City issues a temporary certificate of occupancy	install two raingardens
9-30-14, or before City issues a temporary certificate of occupancy	site landscaping

EXHIBIT D
ENGINEERING ESCROW

The County shall deposit \$4,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Expansion Plans, the Expansion 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 Subject Property and failures, if any, of the County to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

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

EXHIBIT E
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

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

EXHIBIT G

JOINT POWERS AGREEMENT FOR PUBLIC LIBRARY IN INVER GROVE HEIGHTS, MINNESOTA ENTERED INTO BY THE CITY OF INVER GROVE HEIGHTS, INDEPENDENT SCHOOL DISTRICT 199, AND THE COUNTY OF DAKOTA, dated November 24, 1997

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Proposal from Decision Resources to Perform 2013 Survey of Residents

Meeting Date: September 9, 2013
 Item Type: Consent
 Contact: JTeppen, 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 Approve a proposal from Decision Resources to perform a community phone survey.

SUMMARY In 2010 Decision Resources conducted the first survey of residents in over 20-years. At that time, it was the Council’s desire to conduct the survey every two to three years to be able to track trends from the following areas:

- Basic demographic information
- Basic neighborhood/ housing questions
- Basic questions regarding development
- Rating city service levels and quality
- Neighborhood safety and traffic issues

400 randomly selected residents will be contacted by professional interviewers across the community in late September through mid-October. Interviews generally last about 25 minutes. Random sampling like this generally yields results projectable within +/- 5% in 95 out of 100 cases.

Decision Resources will review the results of the survey with City Staff following completion of the survey, and the results will then be presented to the City Council in November.

The proposed survey has 143 questions and will cost \$21,000. Staff recommends that funding for the survey come from the Host Community Fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request of B-52 Burgers and Brew for Temporary Liquor License Extension

Meeting Date: September 9, 2013
Item Type: Consent
Contact: 651-450-2513
Prepared by: Melissa Kennedy
Reviewed by: N/A

Fiscal/FTE Impact:

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

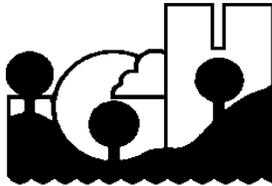
PURPOSE/ACTION REQUESTED

Consider request of B-52 Burgers and Brew for the temporary extension of its on-sale intoxicating liquor sales area on September 29, 2013 from 12-7 pm for a fundraising event.

SUMMARY

Brandon Bramscher has made a request to sell liquor outdoors during a fundraising event to be held on September 29, 2013. Sale of liquor and consumption would occur within a confined area and wristbands will be issued to persons 21 and older.

Mr. Bramscher submitted plans for the event for review by the Fire Marshal and Police Department. The plans met the requirements of both the Fire Marshal and the Police Department.



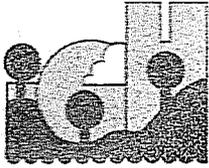
CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Deputy City Clerk Melissa Kennedy
FROM: Police Lieutenant Joshua Otis
SUBJECT: Review of B52's Liquor License Extension Application
DATE: September 4, 2013

The Police Department has reviewed B52's liquor license extension application and found B52's has met the requirements for the Police Department. The Police Department has no issue for this request to be presented to the City Council for approval.

Reminder for B52's, on the first day of their event; September 29, 2013, a Police Department representative will do an inspection before the event start time to make sure the plan B52's submitted was followed. If there are issues found they must be corrected before the event starts. If the issues are not corrected, the Police Department will shut the event down until all the issues are corrected. The Police Department will periodically patrol the event as it is occurring to make sure no violations are occurring. If violations are observed during the event, the event may be shut down and/or citations may be issued.



City of Inver Grove Heights

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

LIQUOR LICENSE EXTENSION APPLICATION

Business Information:

Name: B-52 BURGERS AND BREW
Address: 5639 BISHOP AVE.
Business Contact Number: 651.451.3838

Contact Information:

Name (Last): BRAMSCHER (First): BRANDON
Address: 3553 AVON DRIVE
City: WOODBURY State: MN Zip Code: 55125
Contact Number: (Business): 651.451.3838 (Cell): 651.263.6923

Event Information:

Date(s) of event: SUNDAY SEPT. 29

Reason for Event:

FUNDRAISER FOR FAMILY OF JESSE LISK

Event Affiliation:

Is the event affiliated with organization (corporate, community, nonprofit, etc...)?

Yes No

If yes, please list those affiliation(s): _____

Previous Events:

Has the City of Inver Grove Heights approved for this type of event before?

Yes No

If yes, please provide the date of the previous event:

1. _____

By signing this application, I have completed this application document and agree the information provided is accurate to the best of my ability. I also understand that the application can be denied:

Brandon Bramscher
Applicant's Signature

8-19-13
Date

Proposed Jesse Lusk Family fundraiser

B-52 Burgers and Brew

Sunday, September 29, noon-7pm

Law Enforcement and Fire Marshal Plan of Action:

1. We will have site access from the current parking lot entrances. One is out front of the restaurant, the other is in back, off of the road between B52 and the movie theater.

We have secured parking in the movie theater lot, the old Emma Krumbes building, and Key Community Bank (A,B,C on Map 2). The security team will be instructed to ensure fire lanes are not blocked.

There will be a large tent covering the B52 front parking lot, as illustrated on map1. There will be orange security fencing surrounding the entire tent and current patio area. No alcohol is allowed outside the fence.

Exits – there will be two exits as shown on map 1. One near front entrance, the second leading down the stairs to the movie theater lot.

Cooking equipment – the restaurant kitchen will be open. The only outdoor food will be providing by the food truck (B on map 1).

We are planning 10 small standing tables and ample garbage for the tent. We will have no seating. There will be 3 portable toilets located inside the fence but outside the tent (C on map 1).

I am currently working on power needs for the event. The plan is for a generator to be parked on the road between the restaurant and the movie theater if allowed. Otherwise on the grass behind the stage area.

Stage – there will be a stage on the north end of the parking lot (D on map 1).

2. Hours for the event – noon until 7pm. Live music will run from 1pm to 3pm and 5pm to 7pm. Good for Gary is the first band. Tim Sigler will be the second. There will be no pyrotechnics or fireworks.

We don't have any plans for outside vendors.

Alcohol service – we are planning a beer tub with canned beer. Red Bull has offered to sponsor a mini-bar in the tent to serve red bull cans and red bull cocktails. All alcohol service will be tended by B52 servers or bartenders (A on map1).

Demographics – we expect a wide age range to attend, mostly residents of Inver Grove Heights, South St. Paul, and Woodbury. The attendees will comprise of many friends and family of the deceased. We have booked both bands on numerous occasions without incident.

3. Safe alcohol service – ALL alcohol service will be provided by current B52 servers or bartenders. Wrist bands will be used to identify those of legal age after providing proper identification.
4. Security – the security team will consist of four B52 employees who have already worked in a security capacity. In addition, we will have eight Army National Guard volunteers to assist with both parking and security.



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Google earth



© 2013 Google

Google earth

2



August 19, 2013

To whom it may concern:

In July, B-52 suffered the unexpected loss of our friend and bartender Jesse Lusk. Jesse is survived by his girlfriend, 2 year old son, and unborn daughter.

The B-52 team is proposing a fundraising event for Sunday, September 29 of this year. Attached is the event application, plan of action, and site maps.

Please feel free to contact me with any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Brandon Bramscher".

Brandon Bramscher
W 651.451.3838
C 651.263.6923
bramscher@yahoo.com

5639 Bishop Avenue ☐ Inver Grove Heights ☐ 55076
651.451.3838
www.b52burgersandbrew.com

WAIVER AGREEMENT

THIS WAIVER AGREEMENT (Agreement) is made, entered into and effective this 9th day of September, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Eric Bergum, an individual (Bergum). Based on the recitals, covenants and agreements hereafter contained and for and in mutual consideration, the parties do hereby agree:

ARTICLE 1 **RECITALS**

Recital No. 1. The City is a municipal corporation and it operates a fire department. Bergum is the Assistant Fire Chief and is employed by the City.

Recital No. 2. Under the City's Personnel Policy (City Code Title 1, Chapter 6, Article A), Bergum is a full-time supervisory employee with regard to his position as Assistant Fire Chief.

Recital No. 3. Under the City's Personnel Policy, Bergum is an exempt employee. Under the federal Fair Labor Standards Act (29 U.S.C. 201, et seq.), Bergum is an exempt employee.

Recital No. 4. At certain times, as may be mutually determined by Bergum and the City, when Bergum is not acting as and performing his duties as Assistant Fire Chief, Bergum desires to be a firefighter with the City's Fire Department and to be a "Volunteer Firefighter" within the meaning of the Restated Bylaws of the Inver Grove Heights Firefighters Relief Association (Association Bylaws) and to be an "Active Member" of and engaged in "Active Service" with the Inver Grove Heights Firefighters Relief Association (Firefighters Relief Association) within the meaning of the Association Bylaws.

Recital No. 5. Under the Association Bylaws, "Active Service" does not include the time "working in the capacity of a full or part-time employee of the Fire Department and accruing pension service credit under the Public Employees Retirement Association of Minnesota Police and Fire Fund for the same firefighting service."

Recital No. 6. As a full-time supervisory employee in the position of Assistant Fire Chief, Bergum is eligible to accrue pension benefits as part of the police and fire plan of the Public Employees Retirement Association (PERA) pursuant to Minnesota Statute § 353.64. Under Minnesota Statute § 353.01, Subd. 2(b) Clause 16, the time spent for Active Service as an Active Member of the Firefighters Relief Association is not credited toward pension benefits under PERA. Under the Association Bylaws, the time spent as Assistant Fire Chief is not credited toward any pension calculation for the Firefighters Relief Association. Time credited toward the Firefighters Relief Association pension cannot be double counted with regard to time

credited for the PERA pension. Time credited for the PERA pension cannot be double counted with regard to time credited for the Firefighters Relief Association pension.

Recital No. 7. For Active Service, the City pays Active Members of the Firefighters Relief Association on a paid-on-call basis, the amount of which is determined from time to time by the City. Bergum has offered to forego and waive any right to receive compensation from the City relating to the time spent by Bergum as an Active Member of the Firefighters Relief Association while Bergum also holds a position as a full-time employee of the City.

Recital No. 8. For many years, Bergum was an Active Member of the Firefighters Relief Association. Bergum is currently on leave of absence. Under City Code Section 1-6A-21, Bergum has asked the City to permit him to again become an Active Member of the Firefighters Relief Association. City Code Section 1-6A-21 governs work outside of a full-time employee's usual work. To encourage the City to grant Bergum's request, Bergum is willing to waive any right to receive compensation from the City relating to the time spent by Bergum as an Active Member of the Firefighters Relief Association while Bergum also holds a position as a full-time employee of the City.

Recital No. 9. The City is willing to permit Bergum to again become an Active Member of the Firefighters Relief Association if the following conditions are met:

1. Bergum waives any right to receive compensation from the City relating to the time spent by Bergum as an Active Member of the Firefighters Relief Association while Bergum also holds a position as a full-time employee of the City.
2. Bergum agrees and acknowledges that participation as an Active Member of the Firefighters Relief Association does not and shall not alter, modify or lessen any of the duties and responsibilities that Bergum has in his position as Assistant Fire Chief and does not alter, modify or lessen the time that Bergum is expected to work as Assistant Fire Chief.
3. Bergum agrees and acknowledges that nothing contained in this Agreement alters, modifies or lessens any of the requirements that Bergum has to meet to be an Active Member of the Firefighters Relief Association.
4. Under Minnesota Statute § 353.01, Subd. 2(b) Clause 16, the time spent for Active Service as an Active Member of the Firefighters Relief Association is not credited toward pension benefits under PERA. Under the Association Bylaws, the time spent as Assistant Fire Chief is not credited toward any pension calculation for the Firefighters Relief Association. Time credited toward the Firefighters Relief Association pension cannot be double counted with regard to time credited for the PERA pension. Time credited for the PERA pension cannot be double counted with regard to time credited for the Firefighters Relief Association pension.

Recital No. 10. By this Agreement, Bergum is willing to meet these conditions.

ARTICLE 2
AGREEMENT

2.1 Waiver and Release of Any Compensation from City for Time Spent as Active Member of Firefighters Relief Association. Subject to Section 2.2, Bergum hereby forever waives and releases the City from all payments and compensation payable by the City with regard to the time spent by Bergum from and after the date hereof engaged in Active Service as an Active Member of the Firefighters Relief Association while Bergum also holds a position as a full-time employee of the City. The waiver and release contained in this Section are knowingly and voluntarily given by Bergum and are irrevocable. Bergum declares and acknowledges that he has had the opportunity to seek legal counsel with respect to the waiver and release. Bergum acknowledges that he fully understands the waiver and release.

Without limiting the foregoing waiver and release, Bergum agrees and understands that the City is not going to pay Bergum any paid-on-call compensation or any other compensation for the time that Bergum is engaged in firefighter duties as an Active Member of the Firefighters Relief Association while Bergum also holds a position as a full-time employee of the City.

Nothing contained in this Section 2.1 shall be deemed a waiver or release of any of the health insurance or medical insurance benefits provided by the City, if any, to which Bergum may be entitled as an Active Member of the Firefighters Relief Association.

2.2 Duration of Waiver and Release. The provisions of Section 2.1 shall not apply to any time spent by Bergum as an Active Member of the Firefighters Relief Association for the time period after Bergum is no longer a full-time employee of the City.

2.3 No Double Counting. Bergum agrees to and acknowledges the following:

- a. Under Minnesota Statute § 353.01, Subd. 2(b) Clause 16, the time spent for Active Service as an Active Member of the Firefighters Relief Association is not credited toward pension benefits under PERA.
- b. Under the Association Bylaws, the time spent as Assistant Fire Chief is not credited toward any pension calculation for the Firefighters Relief Association.
- c. Time credited toward the Firefighters Relief Association pension cannot be double counted with regard to time credited for the PERA pension.
- d. Time credited for the PERA pension cannot be double counted with regard to time credited for the Firefighters Relief Association pension.

2.4 Permission to Become Active Member. Subject to Section 2.5, City grants Bergum permission under City Code Section 1-6A-21 to become an Active Member of the Firefighters Relief Association.

Bergum and City agree that participation as an Active Member of the Firefighters Relief Association does not and shall not alter, modify or lessen any of the duties and responsibilities that Bergum has in his position as Assistant Fire Chief and does not alter, modify or lessen the time that Bergum is expected to work as Assistant Fire Chief.

Bergum agrees and acknowledges that nothing contained in this Agreement alters, modifies or lessens any of the requirements that Bergum has to meet to be an Active Member of the Firefighters Relief Association.

The City and Bergum shall mutually determine the times that Bergum is available for Active Service as an Active Member and is not otherwise acting as and performing his duties as Assistant Fire Chief.

2.5 Expiration of Permission. The permission granted by the City to Bergum under Section 2.4 expires and ceases if Bergum holds any full-time position in the City's Fire Department other than Assistant Fire Chief (as that position may be re-titled from time to time by the City). Bergum acknowledges that the position of Fire Chief does not permit the holder of that particular position to be an Active Member of the Firefighters Relief Association.

Further, the permission granted by the City to Bergum under Section 2.4 expires and ceases on December 31, 2018.

If upon expiration of the permission, Bergum is still a full-time employee in the City's Fire Department, then Bergum agrees that Bergum will withdraw as an Active Member of the Firefighters Relief Association.

ARTICLE 3 **MISCELLANEOUS**

3.1 Opportunity to Seek Legal Counsel. Bergum acknowledges that he has had the opportunity to seek legal counsel with respect to this Agreement. Bergum acknowledges that he has read this Agreement, that he has had the opportunity to ask questions concerning the Agreement and that he fully understands the contents of this Agreement.

3.2 Voluntary Agreement. Bergum acknowledges and agrees that he has voluntarily made this Agreement and that he has knowingly made this Agreement.

3.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the heirs, successors and assigns of the parties.

3.4 Amendment. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any agreement on the part of any party for any such amendment must be in writing.

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

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

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

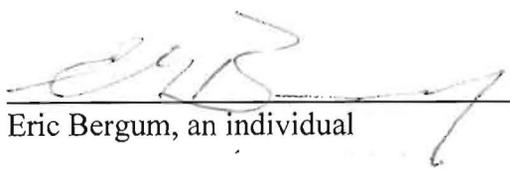
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



Eric Bergum, an individual

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: September 9, 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: VMCC – Dana Lindsey, Steven Sauro and Ryan Rose.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolutions Adopting the Proposed Tax Levy for 2014, Adopting the Proposed 2014 Budgets, Adopting the Proposed Watershed Management Taxing Districts' Tax Levies for 2014, and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed

Meeting Date: September 9, 2013
 Item Type: Regular Agenda
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator

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 checked="" type="checkbox"/> | Other – 2014 Budget |

PURPOSE/ACTION REQUESTED

To approve resolutions adopting the proposed 2014 tax levies and budgets and set the date and time for the regularly scheduled meeting where the budget will be discussed.

SUMMARY

The City must adopt the proposed 2014 tax levies and proposed budgets on or before September 16, 2013. The tax levies and the date for the regularly schedule public meeting where the budget will be discussed must be certified to Dakota County by the same date. This year's meeting must also include discussion on the sales and use tax exemption and how those savings will be used for property tax relief.

The budgets at the time are still proposed and may change during the forthcoming budget meetings and prior to final adoption in December. The tax levies can be reduced, but not increased after the proposed levies have been certified.

- The proposed budgets include a 0% increase to the tax rate.
- Taxable market values are up 2.9% and net tax capacity is up 2.8% (without new construction increases are 2.02% and 1.67%, respectively).
- Mean residential homestead property would see an increase of \$18.31 in city taxes.
- Median residential homestead property would see a decrease of \$3.03 in city taxes.
- Business properties would see minimal, if any change in city taxes.
- The General Fund budget as proposed is a 3.44% increase from the 2013 amended budget.
- The General Fund budget relies on transfers from the Host Community Fund, Central Equipment Fund, and General Fund fund balance. We are trying to reduce these reliances as they are not sustainable long-term.

The proposed budget was distributed to the City Council on July 26, 2013 and the first study session regarding the 2014 budget was held on July 29, 2013. At this time the proposed budget is based on the maintaining the current tax rate (46.312%). The following changes have been incorporated into the 2014 budget since July 29th:

- Worker's compensation rates have been received and allocations for worker's compensation have been reduced. Changes will impact allocations and funds with personnel costs.
- DCC costs within the General Fund Police and Fire budgets have been segregated and are now reported as a separate line item.
- While the VMCC budget has not yet been reviewed, the capital outlay amount has been reduced from \$420,000 to \$384,000.
- The EDA Specialist position and Progress Plus costs have been removed from the EDA budget. 10% of the Community Development Director has been removed from the Community Development budget and included in the EDA budget, consistent with the 2013 budget. \$30,000 in Other Professional Services (30700) has been added to the EDA budget.
- MCES charges for 2014 have been received and the Sewer Utility Services (40015) within the Sewer budget has been reduced.
- Golf budget is presented as a special revenue fund (as discussed at the September 3, 2013 study session).
- Upon review of the 6/30/13 actual amount in the Central Equipment Refuse Disposal (40025) it was determined that Other Professional Services (30700) was missing and that the 6/30/13 amounts in lines 40005 through 40044 needed to be shifted up one line.

The following exhibits are included: Exhibit A, Market Value and Net Tax Capacity Comparisons; Exhibit B, Proposed Tax Levy with the tax rate constant; Exhibit C which calculates the estimated tax rate; and Exhibit D which shows the impact to the properties that have been followed. Also attached are the Summary pages for each of the funds budgeted.

In addition to approving the resolutions for the 2014 proposed tax levies and proposed budgets the Council also needs to determine the time and place of the regularly scheduled meeting at which the budget and levy will be discussed and the final budget and levy determined. This meeting must be held after 6:00 p.m. between November 25 and December 30. The public must be allowed to speak. We are proposing this be done at the regularly scheduled meeting on December 9th, 2013.

We will be discussing these budgets at study session meetings between now and the regularly scheduled public meeting where the budget will be discussed.

Staff recommends setting the regularly scheduled meeting where the budget will be discussed as Monday, December 9, 2013 at 7:00 p.m. and approval of the following resolutions:

- Resolution adopting the proposed property tax levy for 2014
- Resolution adopting the proposed 2014 budgets
- Resolution adopting the proposed watershed management taxing districts' tax levies for 2014

**CITY OF INVER GROVE HEIGHTS
2014 BUDGET**

MARKET VALUE COMPARISON

	2013		Preliminary 2014		\$ Change	% Change	New Construction	% Change w/o New
		%		%				
Residential	1,958,520,363	71.99%	2,026,127,109	72.37%	67,606,746	3.5%	16,220,000	2.62%
Commercial	307,014,800	11.29%	315,707,400	11.28%	8,692,600	2.8%	8,078,300	0.20%
Industrial	70,073,900	2.58%	69,614,200	2.49%	(459,700)	-0.7%	0	-0.66%
Utility	66,591,500	2.45%	66,590,100	2.38%	(1,400)	0.0%	0	0.00%
Agricultural	17,612,192	0.65%	18,632,957	0.67%	1,020,765	5.8%	4,700	5.77%
Rural Vacant	8,551,200	0.31%	8,591,400	0.31%	40,200	0.5%	0	0.47%
Apartments	247,409,500	9.09%	251,375,400	8.98%	3,965,900	1.6%	0	1.60%
Railroads	9,061,000	0.33%	7,538,300	0.27%	(1,522,700)	-16.8%	0	-16.80%
	<u>2,684,834,455</u>		<u>2,764,176,866</u>		<u>79,342,411</u>	<u>3.0%</u>	<u>24,303,000</u>	<u>2.05%</u>
Personal Prop.	35,679,600	1.31%	35,679,600	1.27%	0	0.0%	0	0.00%
	<u>2,720,514,055</u>	<u>100.00%</u>	<u>2,799,856,466</u>	<u>100.00%</u>	<u>79,342,411</u>	<u>2.9%</u>	<u>24,303,000</u>	<u>2.02%</u>

NET TAX CAPACITY COMPARISON

	2013		Preliminary 2014		\$ Change	% Change	New Construction	% Change w/o New
		%		%				
Residential	19,761,404	60.68%	20,465,966	61.16%	704,562	3.6%	194,963	2.58%
Commercial	5,945,562	18.26%	6,118,714	18.28%	173,152	2.9%	161,566	0.19%
Industrial	1,375,502	4.22%	1,366,328	4.08%	(9,174)	-0.7%	0	-0.67%
Utility	1,331,080	4.09%	1,331,052	3.98%	(28)	0.0%	0	0.00%
Agricultural	155,855	0.48%	166,308	0.50%	10,453	6.7%	23	6.69%
Rural Vacant	76,349	0.23%	77,366	0.23%	1,017	1.3%	0	1.33%
Apartments	3,031,923	9.31%	3,081,498	9.21%	49,575	1.6%	0	1.64%
Railroads	181,220	0.56%	150,766	0.45%	(30,454)	-16.8%	0	-16.80%
	<u>31,858,895</u>		<u>32,757,998</u>		<u>899,103</u>	<u>2.8%</u>	<u>356,552</u>	<u>1.70%</u>
Personal Prop.	706,136	2.17%	706,136	2.11%	0	0.0%	0	0.00%
	<u>32,565,031</u>	<u>100.00%</u>	<u>33,464,134</u>	<u>100.00%</u>	<u>899,103</u>	<u>2.8%</u>	<u>356,552</u>	<u>1.67%</u>

2014 Preliminary per Dakota County as of 2/27/13

CITY OF INVER GROVE HEIGHTS
2014 BUDGET
PROPOSED TAX LEVY

	2010 Adopted	2011 Adopted	2012 Adopted	2013 Adopted	2014 Tax Levy	2013 - 2014	
						\$ Change as Percentage	\$ Change
Operating Levies -							
General Tax Levy (subject to Levy Limit)	9,217,316	9,550,561	13,672,400	13,093,012	13,703,400 *	4.66%	610,388
Levy Reductions:							
<i>Community Projects Fund</i>	(65,000)	(65,000)	(65,000)	-	-		
<i>City Facilities Fund</i>	(50,000)	(50,000)	(50,000)	-	-		
<i>Host Community Fund</i>	(60,000)	(60,000)	(60,000)	-	-		
<i>WMO costs to Storm Water Utility</i>	(31,000)	-	-	-	-		
General Fund Surplus	-	(313,500)	-	-	-		
Levies Outside of Levy Limits -							
Police & Fire Salary & Benefits	4,529,100	4,779,900	-	-	-		
PERA Employer Contribution	73,100	79,000	-	-	-		
2008 Aid Unallotment	263,211	-	-	-	-		
2009 Aid Unallotment	510,860	-	-	-	-		
2010 Aid Unallotment	-	612,485	-	-	-		
Subtotal Operating Levies	<u>14,387,587</u>	<u>14,533,446</u>	<u>13,497,400</u>	<u>13,093,012</u>	<u>13,703,400</u>	4.66%	<u>610,388</u>
Debt Levies							
326 MN Armory Bldg Comm.	63,735	63,735	63,735	63,735	63,735	0.00%	-
City Share of Assessments	66,681	61,632	109,912	96,944	127,828	31.86%	30,884
335 2002A PIR Bonds	5,200	6,300	-	-	-		
346 2006A G.O. Improvement Bonds	84,900	85,300	85,600	-	-		
345 2006B Certificates of Indebtedness	338,600	-	-	-	-		
101 2007 G.O. Public Safety Revenue	81,480	81,309	81,848	78,908	80,719	2.30%	1,811
348 2007A Certificates of Indebtedness	142,170	147,420	-	-	-		
349 2007B G.O. Improvements Bonds	-	-	75,000	150,000	150,000	0.00%	-
<i>(Contribution from Closed Bond Fund for Reduction to 2007B Debt Levy)</i>	-	-	-	(65,000)	(65,000)	0.00%	-
351 2008B Certificates of Indebtedness	91,698	94,533	97,217	-	-		
352 2008A G.O. Improvement Bonds	11,545	4,582	75,000	150,000	200,000	33.33%	50,000
<i>(Contribution from Closed Bond Fund for Reduction to 2008A Debt Levy)</i>	-	-	-	(65,000)	(65,000)	0.00%	-
353 2009A G.O. Capital Improvement Bonds	404,200	577,400	584,500	590,400	600,300	1.68%	9,900
<i>(Contribution from Closed Bond Fund for Reduction to 2009A Debt Levy)</i>	(202,000)	(179,861)	(200,000)	(200,000)	(200,000)	0.00%	-
355 2010B G.O. Improvement Bonds	-	-	283,332	283,044	282,755	-0.10%	(289)
356 2010C PIR Refunding Bonds	-	-	48,144	51,303	56,985	11.08%	5,682
358 2011A G.O. Improvement Refunding Bonds	-	-	-	170,000	150,000	-11.76%	(20,000)
Subtotal City-wide Debt Levies	<u>1,088,209</u>	<u>942,350</u>	<u>1,304,288</u>	<u>1,304,334</u>	<u>1,382,322</u>	5.98%	<u>77,988</u>
City-Wide Levies	<u>15,475,796</u>	<u>15,475,796</u>	<u>14,801,688</u>	<u>14,397,346</u>	<u>15,085,722</u>	4.78%	<u>688,376</u>
WMTD Levies							
1998B Storm Water Bonds Skyline Village	60,494	-	-	-	-		
357 2010C Storm Water Bonds Simley Lake	42,100	43,600	41,903	41,168	44,843	8.93%	3,675
360 2012A Storm Water Refunding Bonds Cuneen Trail/College Trail	111,600	113,400	115,100	113,295	111,195	-1.85%	(2,100)
	<u>214,194</u>	<u>157,000</u>	<u>157,003</u>	<u>154,463</u>	<u>156,038</u>	1.02%	<u>1,575</u>
Total	<u>15,689,990</u>	<u>15,632,796</u>	<u>14,958,691</u>	<u>14,551,809</u>	<u>15,241,760</u>	4.74%	<u>689,951</u>
* Levy Limit Amount	9,303,905	9,550,561	N/A	N/A	13,902,322		

**CITY OF INVER GROVE HEIGHTS,
2014 BUDGET
COMPARISON OF 2011, 2012, 2013 ACTUALS, AND 2014 ESTIMATED
CITY TAX CAPACITY RATES**

	FINAL PAY 2011	FINAL PAY 2012	FINAL PAY 2013	Estimated Tax Levy With Change to Levies To Keep Tax Rate the Same as 2013 ESTIMATED PAY PAY 2014	Estimated Tax Levy With Change to Levies Levy Limit Impact ESTIMATED PAY PAY 2014
TOTAL TAX CAPACITY (1)	\$36,659,468	\$34,262,270	\$32,565,031	\$33,737,608	\$33,737,608
LESS: TAX INCREMENT (3)	(2,005,776)	(1,969,103)	(1,872,808)	(1,599,374)	(1,599,374)
LESS: FISCAL DISPARITIES CONTRIBUTION VALUE (2)	(3,792,994)	(3,690,824)	(3,664,298)	(3,664,298)	(3,664,298)
NET CITY TAX CAPACITY	<u>\$30,860,698</u>	<u>\$28,602,343</u>	<u>\$27,027,925</u>	<u>\$28,473,936</u>	<u>\$28,473,936</u>
GROSS CITY-WIDE TAX LEVY	\$15,475,796	\$14,801,688	\$14,397,346	\$15,085,747	\$15,284,644
LESS CITY-WIDE FISCAL DISPARITIES DISTRIBUTION (2)	(2,222,621)	(1,984,933)	(1,900,473)	(1,900,473)	(1,900,473)
NET CITY-WIDE TAX LEVY	<u>\$13,253,175</u>	<u>\$12,816,755</u>	<u>\$12,496,873</u>	<u>\$13,185,274</u>	<u>\$13,384,171</u>
CITY TAX CAPACITY RATE	0.43169	0.44883	0.46312	0.46312	0.47005
RATE INCREASE (DECREASE)	0.01412	0.01714	0.01429	0.00000	0.00693
PERCENT INCREASE (DECREASE) IN RATE	3.38%	3.97%	3.18%	0.00%	1.50%
CHANGE FROM 2013 TAX LEVY				\$688,401	\$887,298

ASSUMPTIONS:
 (1) THE ESTIMATE OF TAX CAPACITY FOR 2014 IS DAKOTA COUNTY'S DATA AS OF 2/27/13, includes 2013 estimate for TIF 2-1.
 (2) THE FISCAL DISPARITIES INFORMATION IS FROM DAKOTA COUNTY AS OF 3/8/13.
 (3) THE TAX INCREMENT INFORMATION IS FROM DAKOTA COUNTY AS OF 11/12/12, excludes 2013 estimate for TIF 2-1.

CITY OF INVER GROVE HEIGHTS

TAX COMPARISON 2013 VS 2014 CITY TAXES ONLY (tax rate same as 2013)

RESIDENTIAL HOMESTEAD VALUE =	\$ 128,100
2013 TAXABLE MARKET VALUE =	\$ 102,389
2013	
Tax Capacity -	
1.00% of \$ 102,389 =	1,024
Tax Capacity	1,024
x 2013 Rate	0.46312
Est. 2013 City Tax	\$474.18
RESIDENTIAL HOMESTEAD VALUE =	\$ 125,600
1.95% Decrease in value	
2014 TAXABLE MARKET VALUE =	\$ 99,664
2014	
Tax Capacity -	
1.00% of \$ 99,664 =	997
Tax Capacity	997
x Est. 2014 Rate	0.46312
Est. 2014 City Tax	\$461.56
Difference	(\$12.62)
Percent change	-2.66%

RESIDENTIAL HOMESTEAD VALUE =	\$ 228,000
2013 TAXABLE MARKET VALUE =	\$ 211,280
2013	
Tax Capacity -	
1.00% of \$ 211,280 =	2,113
Tax Capacity	2,113
x 2013 Rate	0.46312
Est. 2013 City Tax	\$978.48
RESIDENTIAL HOMESTEAD VALUE =	\$ 234,700
2.94% Increase in value	
2014 TAXABLE MARKET VALUE =	\$ 218,583
2014	
Tax Capacity -	
1.00% of \$ 218,583 =	2,186
Tax Capacity	2,186
x Est. 2014 Rate	0.46312
Est. 2014 City Tax	\$1,012.30
Difference	\$33.82
Percent change	3.46%

BUSINESS VALUE =	\$ 583,200
2013	
Tax Capacity -	
1.5% of 1st \$ 150,000 =	2,250
2.0% of \$ 433,200 =	8,664
Tax Capacity	10,914
Less Fiscal Disparities	(4,192)
	6,722
x 2013 Rate	0.46312
Est. 2013 City Tax	\$3,113.10
BUSINESS VALUE =	\$ 583,200
No Change in value	
2014	
Tax Capacity -	
1.5% of 1st \$ 150,000	2,250
2.0% of \$ 433,200	8,664
Tax Capacity	10,914
Less Fiscal Disparities Est.	(4,192)
	6,722
x Est. 2014 Rate	0.46312
Est. 2014 City Tax	\$3,113.10
Difference	\$0.00
Percent change	0.00%

BUSINESS VALUE =	\$ 3,080,800
2013	
Tax Capacity -	
1.5% of 1st \$ 150,000 =	2,250
2.0% of \$ 2,930,800 =	58,616
Tax Capacity	60,866
Less Fiscal Disparities	(23,380)
	37,486
x 2013 Rate	0.46312
Est. 2013 City Tax	\$17,360.52
BUSINESS VALUE =	\$ 3,080,800
No Change in value	
2014	
Tax Capacity -	
1.5% of 1st \$ 150,000	2,250
2.0% of \$ 2,930,800	58,616
Tax Capacity	60,866
Less Fiscal Disparities Est.	(23,380)
	37,486
x Est. 2014 Rate	0.46312
Est. 2014 City Tax	\$17,360.52
Difference	\$0.00
Percent change	0.00%

CITY OF INVER GROVE HEIGHTS

TAX COMPARISON 2013 VS 2014 CITY TAXES ONLY (tax rate same as 2013)

RESIDENTIAL HOMESTEAD VALUE = \$ 341,100	
2013 TAXABLE MARKET VALUE = \$ 334,559	
2013 Tax Capacity -	
1.00% of \$ 334,559 =	3,346
Tax Capacity	3,346
x 2013 Rate	0.46312
Est. 2013 City Tax	\$1,549.41
RESIDENTIAL HOMESTEAD VALUE = \$ 362,900	
6.39% Increase in value	
2014 TAXABLE MARKET VALUE = \$ 358,321	
2014 Tax Capacity -	
1.00% of \$ 358,321 =	3,583
Tax Capacity	3,583
x Est. 2014 Rate	0.46312
Est. 2014 City Tax	\$1,659.46
Difference	\$110.05
Percent change	7.10%

RESIDENTIAL HOMESTEAD VALUE = \$ 2,243,300	
2013 TAXABLE MARKET VALUE = \$ 2,243,300	
2013 Tax Capacity -	
1.00% of \$ 500,000	5,000
1.25% of \$ 1,743,300	21,791
Tax Capacity	26,791
x 2013 Rate	0.46312
Est. 2013 City Tax	\$12,407.56
RESIDENTIAL HOMESTEAD VALUE = \$ 2,377,900	
6.00% Increase in value	
2014 TAXABLE MARKET VALUE = \$ 2,377,900	
2014 Tax Capacity -	
1.00% of \$ 500,000 =	5,000
1.25% of \$ 1,877,900 =	23,474
Tax Capacity	28,474
x Est. 2014 Rate	0.46312
Est. 2014 City Tax	\$13,186.76
Difference	\$779.20
Percent change	6.28%

RESIDENTIAL HOMESTEAD VALUE = \$ 311,400	
20-71399-02-170	
2013 TAXABLE MARKET VALUE = \$ 302,186	
2013 Tax Capacity -	
1.00% of \$ 302,186 =	3,022
Tax Capacity	3,022
x 2013 Rate	0.46312
Est 2013 City Tax	\$1,399.48
RESIDENTIAL HOMESTEAD VALUE = \$ 331,000	
6.29% Increase in value	
2014 TAXABLE MARKET VALUE = \$ 323,550	
2014 Tax Capacity -	
1.00% of \$ 323,550	3,236
Tax Capacity	3,236
x Est. 2014 Rate	0.46312
Est 2014 City Tax	\$1,498.42
Difference	\$98.94
Percent change	7.07%

City of Inver Grove Heights
Proposed General Fund Budget Summary
For Fiscal Year 2014

Account Description	2010			2011			2012			2013			2014		
	Actual	Actual	%	Actual	Actual	%	Actual	Actual	%	Amended	Amended	%	Proposed	Proposed	%
	2009	2010	Change	2011	2012	Change	2012	2013	Change	Budget	Budget	Change	Budget	Budget	Change
GENERAL FUND REVENUES															
TAX REVENUE	13,985,899	13,945,436		14,139,908	13,624,213		13,624,213	13,103,012		13,103,012	13,713,400		13,713,400	610,388	4%
LICENSES AND PERMITS	635,156	515,397		815,422	750,482		750,482	581,900		581,900	713,900		713,900	132,000	18%
INTERGOVERNMENTAL	443,644	498,438		539,338	607,945		607,945	461,200		461,200	444,200		444,200	(17,000)	-4%
CHARGES FOR SERVICES	1,087,582	1,061,867		1,093,595	1,231,719		1,231,719	926,000		926,000	941,700		941,700	15,700	2%
FINES & PENALTIES	211,425	141,962		115,075	125,163		125,163	150,000		150,000	120,000		120,000	(30,000)	-25%
MISC. REVENUES	336,957	244,486		271,014	366,759		366,759	202,200		202,200	315,500		315,500	113,300	36%
OTHER SOURCES	650,000	913,000		938,000	1,813,000	**	1,813,000	761,388	***	761,388	602,000		602,000	(159,388)	-26%
CONTRIBUTION FROM (TO) FUND BALANCE	-	-		-	-		-	114,300		114,300	30,300		30,300	(84,000)	-277%
TOTAL GENERAL FUND REVENUES	17,350,663	17,320,586	0%	17,912,352	18,519,281	3%	18,519,281	16,300,000	3%	16,300,000	16,881,000	-12%	16,881,000	581,000	3%
GENERAL FUND EXPENDITURES															
MAYOR-COUNCIL	320,431	227,743		216,057	147,801		147,801	203,600		203,600	201,800		201,800	(1,800)	-1%
ADMINISTRATION	729,286	691,812		660,545	673,610		673,610	660,300		660,300	661,400		661,400	1,100	0%
ELECTIONS	6,931	40,991		1,751	53,144		53,144	-		-	60,400		60,400	60,400	100%
FINANCE	903,247	907,573		919,038	785,015		785,015	787,900		787,900	852,800		852,800	64,900	8%
COMMUNITY DEVELOPMENT	246,024	324,840		350,808	340,882		340,882	332,700		332,700	348,700		348,700	16,000	5%
PLANNING	398,652	335,897		310,362	366,721		366,721	332,600		332,600	300,000		300,000	(32,600)	-11%
INSPECTIONS	579,602	552,628		551,272	534,203		534,203	513,100		513,100	501,900		501,900	(11,200)	-2%
POLICE	5,313,699	5,352,233		5,440,251	5,763,637		5,763,637	5,780,900		5,780,900	6,155,600		6,155,600	374,700	6%
FIRE	1,788,467	1,870,718		1,885,795	1,874,519		1,874,519	1,950,300		1,950,300	1,905,300		1,905,300	(45,000)	-2%
PUBLIC WORKS	463,548	288,180		305,235	224,925		224,925	257,600		257,600	237,100		237,100	(20,500)	-9%
ENGINEERING	868,719	904,024		892,083	883,997		883,997	892,000		892,000	912,100		912,100	20,100	2%
STREETS	1,757,369	2,118,451		2,238,673	2,178,601		2,178,601	2,117,600		2,117,600	2,308,700		2,308,700	191,100	8%
STREET LIGHTING	135,633	135,984		142,104	184,620		184,620	165,400		165,400	165,400		165,400	-	0%
PARKS	1,530,091	1,588,057		1,598,728	1,631,753		1,631,753	1,628,600		1,628,600	1,738,700		1,738,700	110,100	6%
CONTINGENCY	-	-		52,271	23,741		23,741	148,000		148,000	-		-	(148,000)	0%
TRANSFERS	1,995,417	1,901,599		1,773,120	1,915,573		1,915,573	529,400	***	529,400	531,100		531,100	1,700	0%
TOTAL GENERAL FUND EXPENDITURES	17,037,116	17,240,730	1%	17,338,093	17,582,742	1%	17,582,742	16,300,000	1%	16,300,000	16,881,000	-7%	16,881,000	581,000	3%
NET REVENUES OVER EXPENDITURES	313,547	79,856		574,259	936,539		936,539	-		-	-		-	-	

* Change between 2013 Amended and 2014 Dept. Request

**In 2012 MVHC was replaced with HMVE and the impact to the city was not passed to taxpayers

***In 2013 the \$500,000 transfer in from Host Community Fund (HCF) and the \$1,200,000 transfer out to Pavement Management (PMP) were removed. HCF will transfer \$500,000 directly to PMP.

City of Inver Grove Heights

Proposed 2014 Budget

Recreation Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
Intergovernmental									
		5,500	3,500	0	0	2,000	0	0	0
	Charges For Services	242,525	256,500	248,100	160,566	244,000	241,700	0	0
	Miscellaneous Revenues	16,825	11,068	8,500	9,648	12,300	8,500	0	0
	Other Financing Sources	459,100	427,002	410,100	189,550	384,206	411,600	0	0
	Total Revenue	723,950	698,071	666,700	359,763	642,506	661,800	0	0
Personnel									
		512,210	473,617	441,900	194,783	435,000	453,400	0	0
	Prof/Tech Services	37,852	34,540	36,700	8,613	35,200	35,000	0	0
	Purch Svcs - Prop/Equip	48,238	46,882	57,000	22,864	52,000	60,500	0	0
	Other Purchased Services	30,126	26,991	35,500	11,646	30,900	30,600	0	0
	Supplies	77,564	83,280	89,300	34,416	84,400	77,200	0	0
	Other Expenses/Expenditures	10,615	12,359	6,100	5,127	5,006	5,100	0	0
	Total Expense	716,605	677,669	666,500	277,448	642,506	661,800	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Community Center Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
Charges For Services									
		1,992,875	2,031,196	2,021,900	1,127,227	2,025,900	2,054,000	0	0
	Miscellaneous Revenues	142,899	138,834	130,300	15,835	137,538	130,200	0	0
	Other Financing Sources	1,053,556	702,829	776,200	0	750,950	814,100	0	0
	Total Revenue	3,189,330	2,872,859	2,928,400	1,143,062	2,914,388	2,998,300	0	0
Personnel									
		1,560,578	1,497,394	1,504,800	742,466	1,531,000	1,571,400	0	0
	Prof/Tech Services	51,087	6,577	91,000	2,783	4,200	11,600	0	0
	Purch Svcs - Prop/Equip	723,236	628,155	579,700	345,000	706,600	654,500	0	0
	Other Purchased Services	98,762	95,835	105,500	43,948	96,400	116,100	0	0
	Supplies	183,842	207,792	209,600	89,952	205,200	227,100	0	0
	Other Expenses/Expenditures	23,586	23,551	29,200	10,578	27,250	27,500	0	0
	Purchases	7,978	5,360	6,000	4,231	6,900	6,100	0	0
	Capital Outlay	401,852	347,683	403,000	103,630	336,700	384,000	0	0
	Other	0	53,855	0	0	0	0	0	0
	Total Expense	3,050,922	2,856,202	2,928,800	1,342,587	2,914,250	2,998,300	0	0

City of Inver Grove Heights

Proposed 2014 Budget

EDA Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
	Miscellaneous Revenues	0	1,947	0	191	0	3,500	0	0
	Other Financing Sources	0	1,000,052	55,500	312,759	366,800	61,600	0	0
	Total Revenue	0	1,001,999	55,500	312,950	366,800	65,100	0	0
	Personnel	0	15,015	14,500	7,379	14,500	15,300	0	0
	Prof/Tech Services	0	15,681	14,500	18,739	13,000	42,800	0	0
	Purch Svcs - Prop/Equip	0	0	0	239	0	400	0	0
	Other Purchased Services	0	25,576	26,300	26,105	26,300	3,900	0	0
	Supplies	0	0	200	0	200	2,700	0	0
	Capital Outlay	0	604,310	0	319,258	312,800	0	0	0
	Total Expense	0	660,582	55,500	371,719	366,800	65,100	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Storm Water Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
	Charges For Services	1,199	145,287	309,600	109,880	260,130	309,800	0	0
	Total Revenue	1,199	145,287	309,600	109,880	260,130	309,800	0	0
	Prof/Tech Services	0	29,369	31,000	27,067	30,000	0	0	0
	Purch Svcs - Prop/Equip	0	42,490	211,200	21,070	211,200	209,200	0	0
	Other Purchased Services	0	0	0	0	0	32,800	0	0
	Other Expenses/Expenditures	0	178	67,400	1,866	20,391	67,800	0	0
	Other	0	85,507	0	0	0	0	0	0
	Total Expense	0	157,544	309,600	50,003	261,591	309,800	0	0

City of Inver Grove Heights

Proposed 2014 Budget

ADA Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
Other Financing Sources									
		0	0	36,600	0	36,600	41,100	0	0
Total Revenue									
		0	0	36,600	0	36,600	41,100	0	0
Purch Svcs - Prop/Equip									
		0	0	36,600	804	36,600	41,100	0	0
Total Expense									
		0	0	36,600	804	36,600	41,100	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Water Summary

Act Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
	Miscellaneous Revenues	90,961	100,813	85,000	5,659	85,000	90,000	0	0
	Special Assessments	8,689	3,310	0	0	0	0	0	0
	Utility Revenues	2,876,783	3,296,353	2,787,500	1,148,521	2,787,500	2,845,900	0	0
	Other Financing Sources	1,857,416	286,807	607,250	0	607,250	520,700	0	0
	Total Revenue	4,833,848	3,687,284	3,479,750	1,154,179	3,479,750	3,456,600	0	0
	Personnel	432,900	459,507	484,400	233,510	485,750	516,200	0	0
	Prof/Tech Services	62,182	76,694	81,200	34,603	81,200	84,200	0	0
	Purch Svcs - Prop/Equip	717,142	793,433	940,400	271,434	940,400	782,900	0	0
	Other Purchased Services	42,267	40,302	52,850	20,979	52,850	64,400	0	0
	Supplies	75,473	130,058	115,400	43,666	115,400	127,500	0	0
	Other Expenses/Expenditures	1,061,664	1,090,424	1,103,500	551,563	1,103,500	1,177,800	0	0
	Costs Of Sales	1,930	17,575	10,000	11,733	10,000	8,000	0	0
	Other	900,917	958,149	692,000	634,348	692,000	695,600	0	0
	Total Expense	3,294,475	3,566,142	3,479,750	1,801,835	3,481,100	3,456,600	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Sewer 502 Summary

Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
Miscellaneous Revenues	63,334	63,765	60,000	0	60,000	60,000	0	0
Intergovernmental	0	0	0	3,976	0	0	0	0
Miscellaneous Revenues	0	40	0	0	0	0	0	0
Utility Revenues	2,743,475	2,875,850	2,898,600	1,479,808	2,898,600	2,998,100	0	0
Other Financing Sources	8,044,204	45,929	350,600	0	350,600	192,000	0	0
Total Revenue	10,851,012	2,985,584	3,309,200	1,483,784	3,309,200	3,251,100	0	0
Personnel	339,808	277,719	306,700	156,090	307,522	326,700	0	0
Prof/Tech Services	4,128	22,342	200	519	200	1,500	0	0
Purch Svcs - Prop/Equip	1,964,229	1,619,237	1,943,400	1,094,718	1,943,400	2,001,000	0	0
Other Purchased Services	6,126	7,273	8,200	2,750	8,200	18,300	0	0
Supplies	14,410	20,185	29,400	8,733	29,400	36,800	0	0
Other Expenses/Expenditures	689,494	846,558	856,300	428,565	856,300	846,800	0	0
Capital Outlay	0	0	165,000	0	165,000	20,000	0	0
Other	57,259	213,736	0	0	0	0	0	0
Total Expense	3,075,455	3,007,050	3,309,200	1,691,374	3,310,022	3,251,100	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Golf 503 Summary

Act Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
	Charges For Services	1,401,053	1,560,687	1,574,800	500,215	1,414,600	1,586,600	0	0
	Miscellaneous Revenues	37,678	1,260,580	0	0	0	0	0	0
	Other Financing Sources	0	177,259	280,000	0	320,649	67,000	0	0
	Total Revenue	1,438,731	2,998,526	1,854,800	500,215	1,735,249	1,653,600	0	0
	Personnel	1,029,688	962,145	924,900	397,770	909,849	948,600	0	0
	Prof/Tech Services	2,445	5,968	400	610	200	3,500	0	0
	Purch Svcs - Prop/Equip	126,630	131,018	102,700	33,956	98,000	104,000	0	0
	Other Purchased Services	127,767	111,880	96,600	51,328	95,700	74,700	0	0
	Supplies	228,437	204,873	215,800	77,848	207,400	207,100	0	0
	Other Expenses/Expenditures	304,306	308,975	340,000	177,809	320,600	41,700	0	0
	Costs Of Sales	107,052	104,803	0	27,420	103,900	109,500	0	0
	Purchases	0	0	109,500	0	0	0	0	0
	Capital Outlay	0	0	0	0	0	135,000	0	0
	Debt Service	88,308	96,733	64,900	0	0	29,500	0	0
	Total Expense	2,014,633	1,926,395	1,854,800	766,741	1,735,649	1,653,600	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Risk Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
	Charges For Services	598,200	610,700	603,300	421,700	603,300	716,000	0	0
	Miscellaneous Revenues	84,310	151,814	14,600	501	14,600	79,900	0	0
	Other Financing Sources	0	0	194,374	0	269,600	0	0	0
	Total Revenue	682,510	762,514	812,274	422,201	887,500	795,900	0	0
	Personnel	16,119	13,168	14,800	7,805	14,800	16,100	0	0
	Prof/Tech Services	12	58,158	0	45,293	50,000	100	0	0
	Purch Svcs - Prop/Equip	0	0	0	0	0	700	0	0
	Other Purchased Services	676,047	755,276	715,300	412,607	772,200	728,500	0	0
	Supplies	0	0	3,300	0	500	500	0	0
	Other Expenses/Expenditures	68,047	21,584	0	56,204	50,000	50,000	0	0
	Other	0	0	78,874	0	0	0	0	0
	Total Expense	760,225	848,185	812,274	521,910	887,500	795,900	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Central Equipment Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
Charges For Services		2,192,300	2,192,300	2,192,300	1,096,150	2,192,300	2,303,200	0	0
Miscellaneous Revenues		172,363	139,111	100,000	30,327	100,000	124,700	0	0
Other Financing Sources		0	15,489	187,050	1,500	147,750	(597,500)	0	0
Total Revenue		2,364,663	2,346,900	2,479,350	1,127,976	2,440,050	1,830,400	0	0
Personnel		292,832	305,466	314,400	154,005	314,025	334,900	0	0
Prof/Tech Services		88	108	0	524	300	1,500	0	0
Purch Svcs - Prop/Equip		339,622	353,140	312,000	163,053	312,275	315,000	0	0
Other Purchased Services		17,177	15,991	15,600	6,610	16,300	12,400	0	0
Supplies		317,739	352,682	449,800	152,476	409,600	425,400	0	0
Other Expenses/Expenditures		470,196	612,910	755,000	379,931	755,000	539,200	0	0
Capital Outlay		0	0	632,550	425,704	632,550	0	0	0
Other		188,000	188,000	0	0	0	202,000	0	0
Total Expense		1,625,654	1,828,297	2,479,350	1,282,304	2,440,050	1,830,400	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Central Stores Summary

Acct Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
	Charges For Services	151,200	151,200	82,900	41,450	82,900	86,800	0	0
	Miscellaneous Revenues	5,904	5,704	4,000	329	4,000	4,900	0	0
	Other Financing Sources	0	0	78,874	0	78,874	0	0	0
	Total Revenue	157,104	156,904	165,774	41,779	165,774	91,700	0	0
	Personnel	1,765	715	0	0	0	0	0	0
	Prof/Tech Services	2	0	0	402	0	0	0	0
	Purch Svcs - Prop/Equip	42,769	53,370	39,000	28,506	56,200	56,200	0	0
	Other Purchased Services	0	0	0	0	0	0	0	0
	Supplies	32,447	27,625	47,900	12,280	35,500	35,500	0	0
	Other Expenses/Expenditures	700	0	0	0	0	0	0	0
	Other	50,000	50,000	78,874	0	78,874	0	0	0
	Total Expense	127,682	131,709	165,774	41,188	170,574	91,700	0	0

City of Inver Grove Heights Proposed 2014 Budget

City Facilities Summary

Account Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
Charges For Services									
		340,900	340,900	340,900	170,450	340,900	331,700	0	0
	Miscellaneous Revenues	8,226	34,218	8,000	222	8,000	4,000	0	0
	Other Financing Sources	0	0	466,700	0	623,300	491,700	0	0
	Total Revenue	349,126	375,118	815,600	170,672	972,200	827,400	0	0
Personnel									
		69,529	70,608	68,300	35,461	68,300	73,100	0	0
	Prof/Tech Services	12,709	26,247	2,000	6,064	3,500	2,300	0	0
	Purch Svcs - Prop/Equip	185,614	193,687	126,700	119,787	281,800	167,900	0	0
	Other Purchased Services	79,964	86,728	57,400	27,588	55,400	65,700	0	0
	Supplies	33,906	114,610	26,200	11,955	26,200	26,700	0	0
	Other Expenses/Expenditures	104,014	92,804	535,000	267,500	535,000	491,700	0	0
	Capital Outlay	0	0	0	1,918	2,000	0	0	0
	Other	50,000	198,285	0	0	0	0	0	0
	Total Expense	535,736	782,970	815,600	470,272	972,200	827,400	0	0

City of Inver Grove Heights

Proposed 2014 Budget

Technology Summary

Account Number	Account Description	2011 Actual	2012 Actual	2013 Amended Budget	06/30/13 Actual	2013 Forecast	2014 Department Request	2014 City Admin Recommended	2014 City Council Adopted
Charges For Services		300,200	520,400	657,500	328,750	657,500	770,900	0	0
Miscellaneous Revenues		2,814	2,105	2,500	1,957	2,500	2,500	0	0
Other Financing Sources		0	29,005	50,600	0	50,600	(57,700)	0	0
Total Revenue		303,014	551,510	710,600	330,707	710,600	715,700	0	0
Personnel		204,964	250,525	277,400	138,098	277,400	294,300	0	0
Prof/Tech Services		131,676	102,531	66,000	44,782	66,000	72,100	0	0
Purch Svcs - Prop/Equip		67,347	10,206	38,100	23,353	38,100	39,800	0	0
Other Purchased Services		1,410	19,430	112,100	34,206	112,100	121,200	0	0
Supplies		59,363	32,685	55,900	15,000	55,900	50,800	0	0
Other Expenses/Expenditures		21,516	100,255	65,000	32,500	65,000	49,500	0	0
Capital Outlay		0	0	96,100	76,841	96,100	88,000	0	0
Total Expense		486,276	515,633	710,600	364,780	710,600	715,700	0	0

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

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED TAX LEVY FOR 2014

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

There is a proposed tax levied upon taxable property in the City of Inver Grove Heights payable in 2014 for the following purposes in the following amounts:

General Operating Fund	\$13,703,400
Bond Retirement:	
MN Armory Building Commission	\$63,735
City Share of Special Assessments	127,828
G.O. Public Safety Revenue, 2007	80,719
G.O. Improvement Bonds, 2007B (Levy of \$150,000 less transfer from Closed Bond Fund of \$65,000)	85,000
G.O. Improvement Bonds, 2008A (Levy of \$200,000 less transfer from Closed Bond Fund of \$65,000)	135,000
G.O. Capital Improvement Bonds, 2009A (Levy of \$600,300 less transfer from Closed Bond Fund of \$200,000)	400,300
G.O. Improvement Bonds, 2010B	282,755
PIR Refunding Bonds, 2010C	56,985
G.O. Improvement Refunding Bonds, 2011A	<u>150,000</u>
Total Bond Retirement	<u>1,382,322</u>
Total Levy	<u>\$15,085,722</u>

Adopted this 9th day of September, 2013, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy
Deputy Clerk

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

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED 2014 BUDGETS

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

The following proposed funds' budgets for the City of Inver Grove Heights for fiscal year
2014 are hereby approved:

General Fund	\$16,881,000
Recreation Fund	661,800
Community Center Fund	2,998,300
EDA Fund	65,100
Storm Water Fund	309,800
ADA Fund	41,100
Water Fund	3,456,600
Sewer Fund	3,251,100
Golf Course Fund	1,653,600
Risk Management Fund	795,900
Central Equipment Fund	1,830,400
Central Stores Fund	91,700
City Facilities Fund	827,400
Technology Fund	715,700

Adopted this 9th day of September, 2013, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy
Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE PROPOSED WATERSHED MANAGEMENT
TAXING DISTRICTS' TAX LEVIES FOR THE YEAR 2014**

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

There is a proposed special property tax levied upon the taxable property within each of the following respective Watershed Management Taxing Districts (W.M.T.D.) in the City of Inver Grove Heights payable in 2014 for the following purposes in the following amounts:

Bond Retirement

Cuneen Trail W.M.T.D. G.O. Storm Water Refunding Bonds 2005D (Project No. 9501, Arbor Pointe Area Stormwater Pump/Lift)	\$111,195
Simley Lake W.M.T.D. G.O. Storm Water Bonds 2002A (Project No. 1993-27, Cahill Ave.)	\$44,843

Adopted this 9th day of September, 2013, by the City Council of Inver Grove Heights.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy
Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: September 9, 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 a Resolution approving a **Wetland Replacement Plan** to mitigate a total of 4,955 square feet of wetland through wetland banking for the Bohrer Pond improvement project.

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

As part of the Bohrer Pond storm water improvement project, a portion of a wetland will be impacted. A total of .11 acres of wetland would be filled to accommodate the storm water improvements. Mitigation of the wetland filling would occur through wetland bank credits to be purchased by the city.

ANALYSIS

The wetland is governed under the Wetland Conservation Act and therefore any fill of the wetland must be mitigated in a form consistent with WCA rules. A required evaluation of the request has been conducted by the Technical Evaluation Panel established by WCA. All parties find the wetland mitigation acceptable with approval by BWSR for the wetland bank purchase. The application was reviewed by the Environmental Commission on July 25 and they recommended approval of the plan as presented.

RECOMMENDATION

Planning Division: Recommends approval of the wetland replacement plan resolution subject to the condition listed.

Environmental Commission: Recommends approval of the wetland replacement plan as presented.

Attachment: Wetland Replacement Plan Resolution
 Wetland Replacement Plan Planning Report to Environmental Commission

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION
FOR THE IMPACT OF WETLANDS
ON PROPERTY LOCATED AT THE CORNER OF CARMEN AVENUE AND CLAUDE
WAY NEXT TO BOHRER POND

CASE NO. 13-37W
(City of Inver Grove Heights)

WHEREAS, a complete Wetland Replacement Plan Application ("The Application") was submitted to the City for a wetland located in Section 3, Township 27N, Range 22W;

WHEREAS, "The Application" requested City approval of a wetland impact and replacement plan that involved impacting 4,955 square feet of wetlands and replacement with 10,000 square feet of new wetland through a wetland banking credit;

WHEREAS, copies of "The Application" were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

WHEREAS, written and oral comments were received at, before and after the public comment period concerning "The Application", record of the comments being found in the file for Case No. 13-37W;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, "The Application" is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved.

Resolution No. _____

Page 2

Passed this 9th day of September, 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: July 19, 2013

CASE NO: 13-37W

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: City of Inver Grove Heights

REQUEST: Approval of a Wetland Replacement Plan

MEETING DATE: July 25, 2013

LOCATION: SE corner of Claude Way and Carmen Avenue

COMPREHENSIVE PLAN: P, Public Open Space

ZONING: P, Institutional

REVIEWING DIVISIONS: Planning
Engineering, WCA TEP

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City is proposing a storm water improvement project near Bohrer Pond in order to improve water quality of the lake. The project consists of excavating a storm water treatment basin near Carmen and Claude Avenues on city-owned property, located NW of Bohrer Pond. An overflow weir and floatables barrier will be installed at the basin outlet. Part of the proposed basin lies within a Type 3 wetland. A total of .11 acres of the wetland would be impacted by this storm water pond improvement. Mitigation of the wetland is proposed through wetland bank credits to be purchased by the City.

The proposed project is the third in a series of projects intended to improve some of the functions that Bohrer Pond provides. The first project installed an outlet for the pond. This alleviated localized flooding problems and shoreline erosion problems. The second project restored a quarter-mile-long section of the south shoreline with native vegetation. This improved habitat and addressed localized erosion problems. The proposed project will provide pretreatment of the majority of storm water that is routed through Bohrer Pond.

One of the tasks of the Environmental Commission is to review wetland replacement plans and make recommendation to the City Council.

EVALUATION OF THE REQUEST

A wetland delineation was done for the site in 2013 identifying one wetland on site.

The proposed project is located in the northwest portion of the property, and is composed of a mix of wetlands, and upland habitat. The property is undeveloped, but is crossed by a natural gas pipeline. Culverts currently discharge through the proposed pond location, and have caused eroded channels to be present. Bohrer Pond (DNR protected water 19-34P) is currently, and has historically been, utilized to provide storm water runoff rate control and treatment, but it receives insufficient pretreatment.

Wetland sequencing regulations require undergoing an alternatives analysis to first attempt to avoid wetland impacts. If wetland avoidance is not possible, then steps must be taken to minimize wetland impacts through project design alternatives. When wetlands have been avoided and wetland impacts have been minimized to the greatest practicable extent, wetland impacts for a project must be mitigated. The Proposed Action would result in the permanent impact of 0.11 acres of Type 3 wetland. This area is impacted by function, and will be utilized primarily for treatment, not water conveyance. The portion that will be filled will be part of the berm surrounding the proposed pond, and will be a permanent conversion to non-wetland.

Unavoidable impacts to wetlands will be replaced in accordance with the rules and requirements of the USACE and the Minnesota WCA. The preferred method of wetland replacement is by purchasing credits from an approved wetland bank. According to the BWSR interactive banking map, wetland credits are available within the same major watershed, Mississippi River as the wetland impacts.

A notice of wetland application was processed and distributed on July 22, 2013. Because this item had already been discussed by the TEP, no comments are expected by the technical evaluation panel members from Minnesota Board of Water and Soil Resources and Dakota County Soil and Water Conservation District. The City Planner is also on the TEP. The panel finds that all requirements of the wetland conservation act have been addressed and recommend approval of the wetland replacement.

ALTERNATIVES

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

- A. **Approval.** If the Environmental Commission finds the application to be acceptable, the following action should be taken:
 - Recommend Approval of the **Wetland Replacement Plan** as proposed.
- B. **Denial.** If the Environmental Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial,

findings or the basis for the denial should be given.

RECOMMENDATION

City Staff, as part of the WCA Technical Evaluation Panel, recommends approval of the wetland replacement.

Attachments: Wetland Permit Application

Bohrer Pond

Wetland Permit Application

City of Inver Grove Heights

Inver Grove Heights, MN

SEH No. INVER 124475

July 2013

Wetland Permit Application
Bohrer Pond
City of Inver Grove Heights
Inver Grove Heights, Minnesota

SEH No. INVER 124475

July 2013

I hereby certify that this wetland permit application was prepared by me, and the procedures and field methods used constitute an official wetland delineation in accordance with the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual.



Name: Rebecca Beduhn

Date 7/19/2013

Certified Wetland Delineator-IT, No. 5109



Reviewed by: Deric Deuschle

Date 7/19/2013

Certified Wetland Delineator, No. 1009

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-5196
651.490.2000

Table of Contents

Minnesota Local/State/Federal Application Forms for Water/Wetland Projects
 Minnesota WCA Application for Certificate of No Loss or Exemption
 Department of Natural Resources Water Permit Application Fees Form
 Certification Page
 Table of Contents

	Page
1.0 Introduction.....	1
1.1 Project Location	1
2.0 Project Description.....	1
2.1 Existing Conditions	1
2.2 Purpose and Need	2
3.0 Project Alternatives	2
3.1 No-build Alternative.....	2
3.2 Alternative 1 – Design and Location Alternatives	2
3.3 Alternative 2 – Preferred Alternative	2
4.0 Wetlands.....	2
4.1 Wetlands Definition and Delineation Methodology	2
4.2 Results	3
4.2.1 Wetland 1	3
4.3 Regulatory Jurisdiction.....	3
4.4 Sequencing	3
4.4.1 Avoidance and Minimization.....	3
4.4.2 Wetland Impacts.....	4
4.5 Wetland Replacement.....	4
4.6 Permitting.....	5
4.7 Permitting.....	5
4.7.1 U.S. Army Corps of Engineers	5
4.7.2 Wetland Conservation Act – City of Inver Grove Heights.....	5
4.7.3 Minnesota Department of Natural Resources	5

List of Figures

- Figure 1 – USGS Topographic Map
- Figure 2 – 2012 Aerial Image
- Figure 3 – Public Waters Inventory
- Figure 4 – National Wetlands Inventory
- Figure 5 – Dakota County Soil Survey Map
- Figure 6 – Wetland Delineation Results
- Figure 7 – Wetland Impacts

Table of Contents (Continued)

List of Appendices

Appendix A - Combined Application Form

Appendix B - Project Plan Sheets

Appendix C - Wetland Banking Forms

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Wetland Permit Application

Bohrer Pond

Prepared for the City of Inver Grove Heights

1.0 Introduction

This wetland permit application has been prepared to describe the proposed construction of a water quality pond by The City of Inver Grove Heights, for the purpose of storm water management within the city.

The demonstration of wetland impact avoidance and minimization in this application follows the sequencing process of the Minnesota Wetland Conservation Act (WCA) of 1991 and the federal Clean Water Act. These procedures require that projects that may result in the draining or filling of wetland habitat should demonstrate avoidance and minimization of such impacts. Wetland impacts that cannot be feasibly avoided or minimized must be replaced by compensatory mitigation.

The proposed project will result in permanent impacts to wetland habitat for construction of the water quality pond, as described below. This permit application is requesting a Letter of Permission (**LOP-05-MN**) from the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act; WCA approval from the City of Inver Grove Heights (the local government unit enforcing the WCA) for wetland impacts, following review by the Technical Evaluation Panel (TEP).

1.1 Project Location

The project is located in the City of Inver Grove Heights, Dakota, Minnesota in SW 1/4 of the NW 1/4 of Section 3 in Township 27 North and Range 22 West as shown in **Figure 1**. The project area is detailed in **Figure 2**.

2.0 Project Description

2.1 Existing Conditions

The proposed project is located in the northwest portion of the property, and is composed of a mix of wetlands, and upland habitat. Vegetation is composed of reed canary grass (*Phalaris arundinacea*), stinging nettle (*Urtica dioica*) and green ash (*Fraxinus pennsylvanica*) trees. The property is undeveloped, but is crossed by a natural gas pipeline. Culverts currently discharge through the proposed pond location, and have caused eroded channels to be present.

Bohrer Pond is currently utilized to provide storm water treatment, but received insufficient pretreatment, and it eutrophic.

2.2 Purpose and Need

A water quality pond is required to provide flood storage and treatment. A pond was designed to provide storm water treatment through the removal of pollutants including Total Suspended Solids (TSS) and Total Phosphorus (TP), thereby improving the water quality of the flows exiting the pond and entering Bohrer Pond. Currently, there is a lack of storm water storage and no treatment of the storm water entering Bohrer pond via the pipe outlet and channel on site.

The project is being partially funded through a grant from the Dakota Soil and Water Conservation District, which supports the water quality improvements that this project will provide.

3.0 Project Alternatives

3.1 No-build Alternative

Under the No-Build Alternative, no action would be taken and the pond would not be constructed. The No-Build Alternative would not address current water quality standards as defined by the City of Inver Grove Heights. The No-Build Alternative was not identified as the Preferred Alternative as it would not resolve the storm water retention needs for the area and would not increase the water quality within the City of Inver Grove Heights. For these reasons, the No-Build Alternative was not selected.

3.2 Alternative 1 – Design and Location Alternatives

Alternative locations for storm water pre-treatment solutions and locations were examined prior to selection of the proposed project. Alternative locations for pre-treatment basins were of insufficient size to provide adequate treatment, encroached upon the wetland, or would require significant utility infrastructure reconstruction to intercept storm water.

3.3 Alternative 2 – Preferred Alternative

The preferred alternative was selected as it provides the greatest treatment, is located in an area with minimal encroachment, and has the least need to revise existing infrastructure. As the proposed alternative also has the least wetland impact, while still achieving the project purpose and need, it has been selected for construction.

4.0 Wetlands

4.1 Wetlands Definition and Delineation Methodology

Field wetland delineation to determine presence of wetlands in the project area was performed on May 8th, 2013 by SEH Biologist, Rebecca Beduhn. At the time of site visit, one wetland was identified and delineated within the project area in accordance with the *Corps of Engineers Wetlands Delineation Manual* (USACE 1987) and *Midwest Regional Supplement* (2010). A Delineation Report is included along with this permit application that details delineation methodology and provides descriptions of vegetation, hydrology, and soil characteristics for each wetland.

A site visit by the Wetland Conservation Act (WCA) Technical Evaluation Panel (TEP) for field verification of the delineated wetland boundaries occurred on July 8, 2013. TEP members included representatives from the City of Inver Grove Heights and The Minnesota Board of Soil and Water Resources (BWSR). Verbal concurrence from the TEP was received at that time.

4.2 Results

4.2.1 Wetland 1

A single wetland was identified in the project area, Wetland 1, a shallow marsh (Type 3, PEMCd) located just north of Bohrer Pond.

The vegetation in Wetland 1 is dominated by broad-leaved cattail (*Typha latifolia*) and reed canary grass (*Phalaris arundinacea*) in the herbaceous stratum and green ash (*Fraxinus pennsylvanica-FACW*) in the shrub stratum. In the tree stratum, black willow (*Salix nigra-OBL*) is dominant.

Wetland soils were composed of 10 inches of dark (10YR 2/2) sandy loam underlain by 10 inches of depleted (10YR 4/2) loam with 15% redoximorphic features (10YR 5/8/ 10YR 4/6). Soils met the hydric soils criteria for -Depleted Matrix (F3). At the sample point, hydrologic indicators Saturation (A3) and High Water Table (A2) were met with saturation occurring at 8 inches below the ground surface and the free water table was encountered at 12 inches below ground surface.

The upland areas of Wetland 2 include vegetation dominated by reed canary grass and stinging Nettle (*Urtica dioica-FACW*) in the herbaceous stratum, toothache tree/prickly ash (*Zanthoxylum americanum -FACU*) in the shrub stratum and green ash (*Fraxinus pennsylvanica-FACW*) in the tree stratum.

Upland soils are composed of 5 inches of darker (10YR 3/2) sandy loam underlain by 5 inches of more brown (10YR 3/3) sandy loam atop 10 inches of brown (10YR 4/3) loam. The soils did not meet for hydric soils criteria. No hydrology indicators were present in the upland.

4.3 Regulatory Jurisdiction

Wetlands in the project area are regulated by several agencies at the local, regional, state, and federal levels including the USACE and the EPA at the federal level; the Minnesota Board of Water and Soil Resources (BWSR) and the Minnesota Pollution Control Agency (MPCA) at the state level; the Dakota County Soil and Water Conservation District at the regional level; and the City of Inver Grove Heights at the local level. The City of Inver Grove Heights has accepted the responsibility for the administration of the Minnesota Wetland Conservation Act (WCA) of 1991.

4.4 Sequencing

Wetland sequencing regulations require undergoing an alternatives analysis to first attempt to avoid wetland impacts. If wetland avoidance is not possible, then steps must be taken to minimize wetland impacts through project design alternatives. When wetlands have been avoided and wetland impacts have been minimized to the greatest practicable extent, wetland impacts for a project must be mitigated. The following sections describe the sequencing measures implemented.

4.4.1 Avoidance and Minimization

Avoidance and minimization have occurred to the greatest extent possible. Wetland sequencing measures have been implemented that consider avoiding and minimizing impacts from the Proposed Project.

Within the proposed design, wetland impacts have been minimized. This has been achieved by keeping the entire structure as far north and west as possible. The original proposed

design at this location included a portion of the pond below the Ordinary High Water elevation of Bohrer Pond. This area of encroachment has been removed, which reduces the volume of the pond slightly, but avoids impacts to Public Waters. This plan revision reduced wetland impacts by approximately 350 square feet.

4.4.2 Wetland Impacts

The Proposed Action would result in the permanent impact of 4,955.65 ft² (0.11 acres) of Type 3 (PEMCd) wetland. This area is impacted by function, and will be utilized primarily for treatment, not water conveyance. The portion that will be filled will be part of the berm surrounding the proposed pond, and will be a permanent conversion to non-wetland.

**Table 1
Summary of Wetland Impacts**

Basin ID	Wetland Classification		Wetland Impact Area (ft ²)
	Cowardin	Circular 39	
Wetland 1	PEMCd	Type 3	4,955.65
Total			4,955.65

4.5 Wetland Replacement

Unavoidable impacts to wetlands will be replaced in accordance with the rules and requirements of the USACE and the Minnesota WCA. The preferred method of wetland replacement is by purchasing credits from an approved wetland bank. According to the BWSR interactive banking map, wetland credits are available within the same major watershed, Mississippi River - Twin Cities (20), as the wetland impacts. The project is located within Bank Service Area (BSA) #7, also the same BSA in which the impacts occur. The project is also located within the 7-county Metro area and therefore USACE wetland mitigation siting criteria for the Twin Cities BSA is in effect.

The USACE rules require a base replacement ratio of 2.5:1 in Dakota County for wetland impacts, with incentives to reduce that ratio to a minimum of 2:1. Incentives are offered if the wetland mitigation is provided “in kind,” with wetland replacement being the same type as that impacted; “in place,” in the same wetland bank service area; and “in advance,” or prior to the impacts from the proposed action. In Dakota County, the replacement ratio begins at 2.5:1 and decreases incrementally by 0.25:1 for each of the three incentives that are met with a minimum ratio of 2:1. In wetland banking situations, the “in advance” requirement is met if the wetland credits are purchased from an approved wetland bank.

WCA requirements stipulate a standard wetland replacement ratio of 2.5:1 for impacts in a <50% area, 50-80% area, or non-agricultural land that are replaced outside the BSA and a standard ratio of 2:1 when those impacts are replaced within the same BSA.

SEH contacted several owners of banks listed in the BWSR Available Wetland Bank Credits Database.

Wetland credits from the Hennepin County wetland bank (No. 1518) will be used for compensatory mitigation. Bank 1518 is located within BSA #7 and major watershed #20, Mississippi River - Twin Cities, and has sufficient credits available. A replacement ratio of 2:1 will be applied for both the USACE and for the WCA. The proposed replacement via wetland banking is considered “in advance” and “in place” and qualifies for both of these two

0.25:1 reduction incentives under USACE Mitigation Policy. The proposed wetland bank is within the same BSA as the impacts, there therefore the required replacement under the WCA is also 2:1. To mitigate the 4,955.65 ft² (0.11 acres) of wetland impact associated with the Proposed Action, a total of 0.22 acres of wetland credit will be withdrawn from bank site No. 1518.

4.6 Permitting

4.7 Permitting

Permits for impacting wetlands are required by the City of Inver Grove Heights (the local government unit administering the WCA), the USACE.

4.7.1 U.S. Army Corps of Engineers

The wetland proposed to be impacted is under the jurisdiction of USACE. The USACE issues a **Letter of Permission (LOP-05-MN)** for projects in a “less than 50% area” that generally impact more than 2,000 ft² and less than 3 acres of wetland. The proposed project is located within Dakota County (in a “less than 50% area”) and will impact 4,955.65 ft² and is therefore eligible for a **LOP-05-MN**.

This permit application is a request for a **Letter of Permission (LOP-05-MN)** under Section 404 of the Clean Water Act. A copy of the Minnesota Local/State/Federal Application Forms for Water/Wetland Projects in **Appendix A**.

According to the St. Paul District Compensatory Mitigation Policy for Minnesota, a replacement ratio of 2:1, as described in Section 5.1.1, can be utilized by this project as in-place and in-advance replacement incentives will be met. A proposed purchase of 0.22 acres of wetland credit will fulfill USACE mitigation/replacement requirements.

A purchase agreement for wetland credits to achieve required compensatory mitigation has been included in **Appendix C**.

4.7.2 Wetland Conservation Act – City of Inver Grove Heights

The wetland is located within the City of Inver Grove Heights, which administers the WCA. The City of Inver Grove Heights will be responsible for approving the wetland boundary and concurring with the classifications of the wetland.

This permit application is a request for authorization under the rules of the Minnesota Wetland Conservation Act of 1991 to excavate 4,955.65 ft² (0.11 acres). The project is eligible for **Replacement Plan Approval** under the Minnesota Wetland Conservation Act for impacts to 4,955.65 ft² (0.11 acres) of wetland within the project area. A copy of the Minnesota Local/State/Federal Application Form for Water/Wetland Projects is included in **Appendix A**.

The proposed method of wetland replacement is through purchase of 0.22 acres of wetland credits from Bank #1518, an approved wetland bank. A purchase agreement for wetland credits has been included in **Appendix C**.

4.7.3 Minnesota Department of Natural Resources

The MNDNR is responsible for all public waters and public waters wetlands in the project area. This project does not impact any public waters or public water wetlands, but is in close proximity to a Minnesota Department of Natural Resources Public Water (19-34 P). Due to the project’s proximity to Public Waters, comments from the MNDNR are welcome.

List of Figures

Figure 1 – USGS Topographic Map

Figure 2 – 2012 Aerial Image

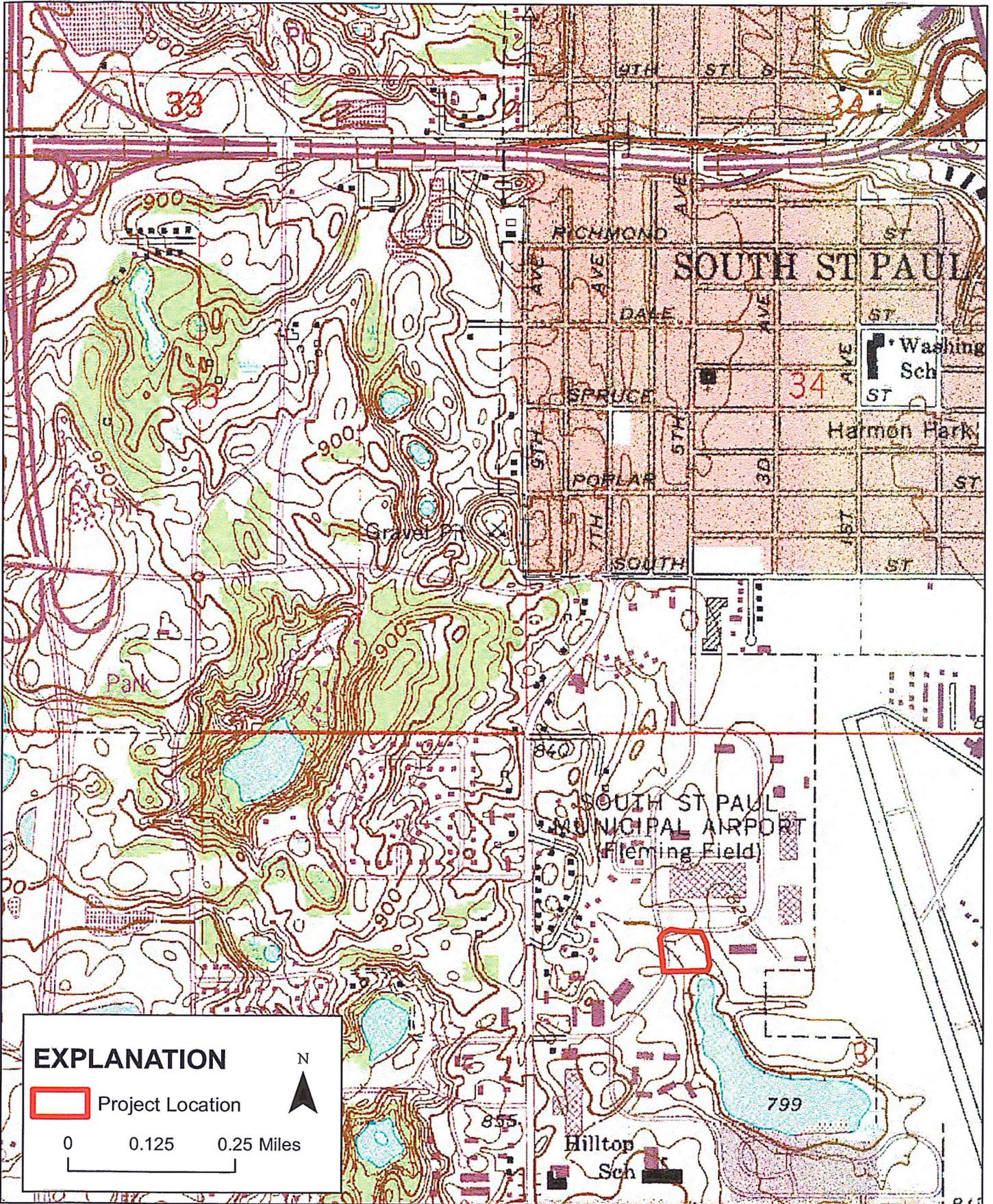
Figure 3 – Public Waters Inventory

Figure 4 – National Wetlands Inventory

Figure 5 – Dakota County Soil Survey Map

Figure 6 – Wetland Delineation Results

Figure 7 – Wetland Impacts

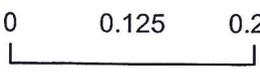


EXPLANATION

 Project Location

 N

0 0.125 0.25 Miles




3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110
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FAX: (888) 908-8166
TF: (800) 325-2055
www.sehinc.com

Project: INVER 124475
Print Date: 05/10/2013
Map by: RB
Projection: UTM NAD83
Source: USGS

USGS Topographic Map
Bohrer Pond
Dakota County, MN

Figure
1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this



EXPLANATION

 Project Location



0 75 150 Feet



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TF: (800) 325-2055
www.sehinc.com

Project: INVER 124475
Print Date: 05/10/2013

Map by: RB
Projection: UTM NAD83
Source: LMIC

2012 Aerial Image
Bohrer Pond
Dakota County, MN

Figure
2

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EXPLANATION

PWI Classification

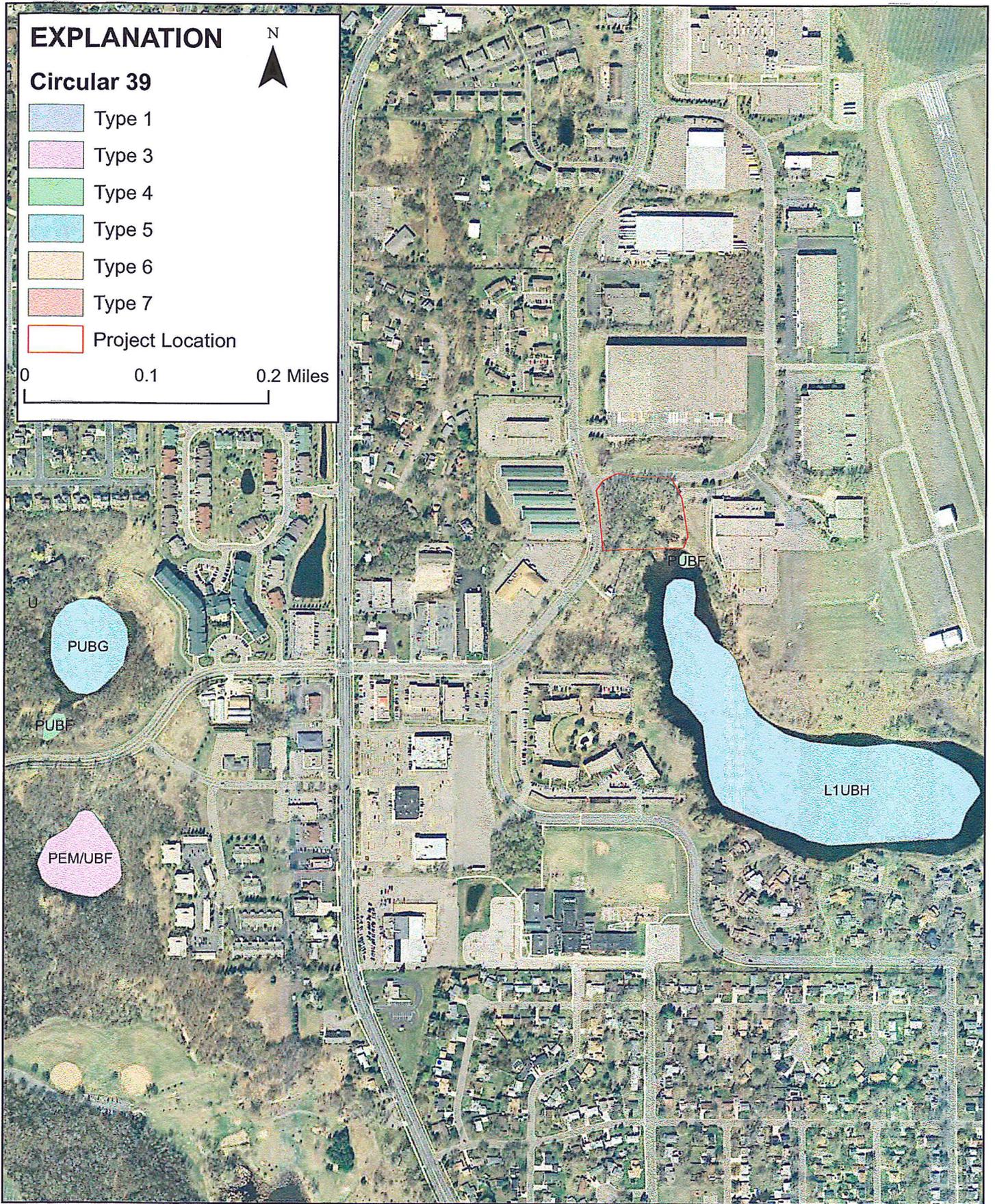
- Public Water Basin
- Public Water Wetland
- Project Location

19-34 P

0 600 1,200 Feet

	<p>3535 VADNAIS CENTER DR. ST. PAUL, MN 55110 PHONE: (651) 490-2000 FAX: (888) 908-8166 TF: (800) 325-2055 www.sehinc.com</p>	<p>Project: INVER 124475 Print Date: 05/10/2013</p>	<p>Public Waters Inventory Bohrer Pond Dakota County, MN</p>	<p>Figure 3</p>
	<p>Map by: RB Projection: UTM NAD83 Source: LMIC, DNR</p>			

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EXPLANATION

Circular 39

- Type 1
- Type 3
- Type 4
- Type 5
- Type 6
- Type 7
- Project Location

0 0.1 0.2 Miles



PUBG

PUBF

PEM/UBF

PUBF

L1UBH



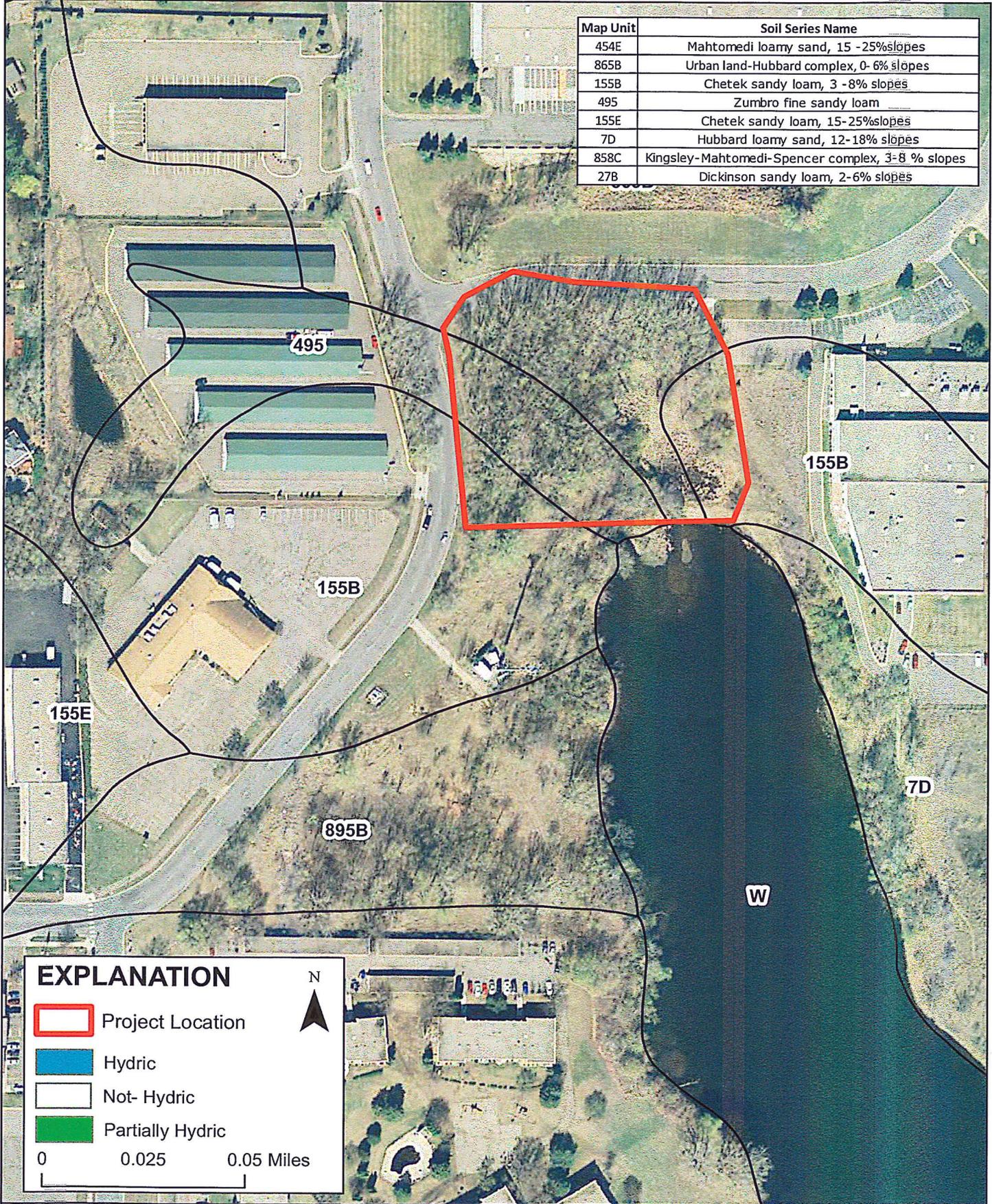
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Project: INVER 124475
Print Date: 05/10/2013
Map by: RB
Projection: UTM NAD83
Source: LIMC, MN DNR

National Wetlands Inventory
Bohrer Pond
Dakota County, MN

Figure
4

This map is neither a survey map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this



Map Unit	Soil Series Name
454E	Mahtomedi loamy sand, 15 - 25% slopes
865B	Urban land-Hubbard complex, 0- 6% slopes
155B	Chetek sandy loam, 3 - 8% slopes
495	Zumbro fine sandy loam
155E	Chetek sandy loam, 15- 25% slopes
7D	Hubbard loamy sand, 12- 18% slopes
858C	Kingsley- Mahtomedi- Spencer complex, 3- 8 % slopes
27B	Dickinson sandy loam, 2- 6% slopes

EXPLANATION

Project Location

Hydric

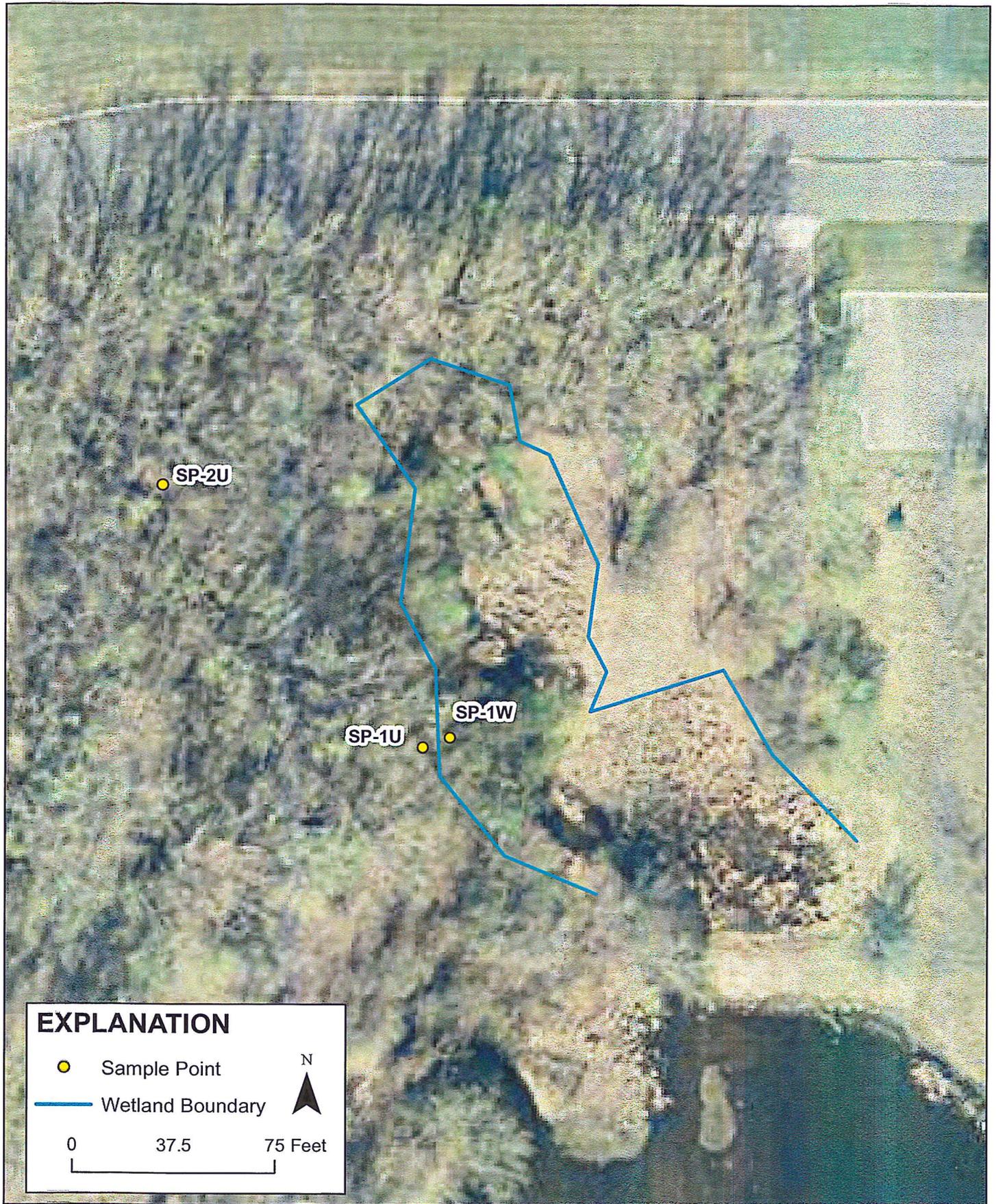
Not- Hydric

Partially Hydric

0 0.025 0.05 Miles

N

This map is neither a legacy recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this




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Map by: RB
Projection: UTM NAD83
Source: LMIC

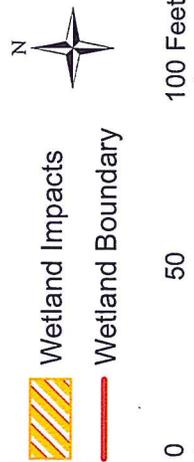
Wetland Delineation Results
Bohrer Pond
Dakota County, MN

Figure 6

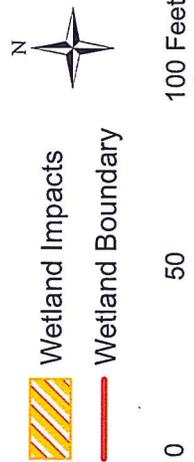
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Wetland Impact
4,955.65 sq ft

Wetland Impacts
Wetland Boundary



0 50 100 Feet



Wetland Impacts
Bohrer Pond
Dakota County, MN

Project: INVER: 124475
Print Date: 07/16/2013
Map by: RB
Projection: UTM NAD83
Source: MN DNR, LMIC, SEH

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ST. PAUL, MN 55110
PHONE: (651) 490-2000
FAX: (651) 490-8166
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Figure 7

Appendix A

Wetland Application Forms

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

James Kamish - Case No. 13-39VAC

Meeting Date: September 9, 2013
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to Vacation and rededication of certain drainage and utility easements within the plat of Dawn Way Ridge.

- Requires 3/5th's vote.
- 60-day deadline: September 13, 2013 (first 60-days)

SUMMARY

The applicant is proposing to move a lot line between two lots they own as they prepare to sell one lot. The lots in question are part of Dawn Way Ridge subdivision. The lots contain existing perimeter drainage and utility easements that were dedicated with the plat. As part of moving the lot line, these existing easements need to be vacated and new easements dedicated along the new lot boundary.

ANALYSIS

The applicant has provided a survey showing the vacation of the perimeter easements and rededication along the new lot line. Engineering has reviewed the request and notes the new easements are satisfactory. Engineering also notes that Parcel B will be subject to a custom grading agreement and storm water management agreement whenever it is developed per existing city code.

RECOMMENDATION

Planning Staff: Staff recommends approval of the easement vacation and rededication as presented.

Planning Commission: Also recommends approval of the request (8-0).

Attachments: Vacation and Rededication Approval Resolution
 Planning Commission Minutes
 Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VACATION AND REDEDICATION OF CERTAIN
PUBLIC DRAINAGE AND UTILITY EASEMENTS WITHIN THE PLAT OF DAWN
WAY RIDGE

CASE NO. 13-39VAC
(James Kamish)

WHEREAS, a petition has been duly presented to the City of Inver Grove Heights, signed by the owner of the property of the following described drainage and utility easements situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

SEE EXHIBIT A

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on August 20, 2013, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation and rededication of said public drainage and utility easements would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described public drainage and utility easements are hereby vacated and new easements dedicated pursuant to M.S.A. 412.851.

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 9th day of September, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: August 20, 2013
SUBJECT: **JAMES KAMISH – CASE NO. 13-19VAC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a vacation of certain public drainage and utility easements within the plat of Dawn Way Ridge, for the property located at 4045 – 60th Street and 4046 – 60th Street. 17 notices were mailed.

Commissioner Elsmore arrived at the meeting.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He stated the applicant is proposing to move a lot line between two existing lots they own. This process can be handled administratively. As part of moving the lot line; however, the existing perimeter drainage and utility easements need to be vacated and new easements dedicated along the new lot boundary. A ten foot easement will be dedicated along the new boundary between Parcel A and B (five feet on either side of the line). Staff recommends approval of the request.

Commissioner Simon questioned if Parcel B would be buildable considering the steep topography.

Mr. Hunting replied it was buildable but would require a custom grading agreement.

Commissioner Simon questioned if the proposed lot line adjustment would make it even more difficult to build on.

Mr. Hunting replied it would not as the home would likely be built closer to the road.

Opening of Public Hearing

June Kamish, 4046 – 60th Street, advised she was available to answer any questions.

Commissioner Simon asked if the existing fire pit on Parcel B would now be on Parcel A.

Ms. Kamish replied in the affirmative.

Chair Hark closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Simon, to approve the request for a vacation of certain public drainage and utility easements within the plat of Dawn Way Ridge, for the property located at 4045 – 60th Street and 4046 – 60th Street, with the two conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on September 9, 2013.

EXHIBIT A

A. Drainage and Utility Easement to be Vacated

Proposed Description
(June 1, 2006)
Revised August 22, 2013

Those drainage and utility easements, being part of Lots 14 and 15, Block 1, DAWN WAY RIDGE, according to the recorded plat thereof on file in the office of the Registrar of Titles, Dakota County, Minnesota, lying 5.00 feet on each side of the common lot line between said Lots 14 and 15, lying easterly of a line which is 10.00 feet easterly of, and parallel with, the west lines of said Lots 14 and 15 and lying southerly of a line which is 5.00 ~~10.00~~ feet southerly of, and parallel with, the following described line and its extensions:

Commencing at the most southerly corner of said Lot 14; thence North 12 degrees 20 minutes 23 seconds West, assumed bearing, along the west line of said Lot 14, a distance of 195.11 feet, to the point of beginning of the line to be described; thence North 59 degrees 15 minutes 06 seconds East 128.01 feet, to the southeasterly line of said Lot 14, and there terminating.

B. New Drainage and Utility Easement to be Granted to the City of Inver Grove Heights, for Public Use, 5.00 feet north of and 5.00 feet south of, and adjacent to the North Line of Parcel A

Proposed Description
(June 1, 2006)
Revised August 22, 2013

An easement for drainage and utility purposes over, under and across that part of Lot 14, Block 1, DAWN WAY RIDGE, according to the recorded plat thereof on file in the office of the Registrar of Titles, Dakota County, Minnesota, lying between two parallel lines being 10.00 feet apart, the center line of which is the following described line and its extensions:

Commencing at the most southerly corner of said Lot 14; thence North 12 degrees 20 minutes 23 seconds West, assumed bearing, along the west line of said Lot 14, a distance of 195.11 feet, to the point of beginning of the line to be described; thence North 59 degrees 15 minutes 06 seconds East 128.01 feet, to the southeasterly line of said Lot 14, and there terminating

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 13, 2013

CASE NO: 13-39VAC

HEARING DATE: August 20, 2013

APPLICANT/PROPERTY OWNER: James Kamish

REQUEST: Vacation and rededication of certain public drainage and utility easements

LOCATION: 4045 and 4046 60th Street

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single Family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to move a lot line between two lots they own as they prepare to sell one lot. There is a house on Lot 15 and Lot 14 is currently vacant. This process can be handled administratively and staff will conduct this review for the applicant. The lots in question are part of Dawn Way Ridge subdivision. The lots contain existing perimeter drainage and utility easements that were dedicated with the plat. As part of moving the lot line, these existing easements need to be vacated and new easements dedicated along the new lot boundary.

EVALUATION OF THE REQUEST

ANALYSIS

The applicant will be dividing Lot 14 into two parcels, A and B. Parcel A will be consolidated with Lot 15 at the same time as the lot split. Parcel B will become its own lot for future building.

The perimeter easements between Lot 15 and Parcel A need to be vacated. These are standard five foot easements either side of the line. There are no public utilities within these easements and Engineering has indicated the easements are not needed for any other purpose. Engineering has requested a new 10 foot wide drainage and utility easement be dedicated along the boundary between Parcel A and B. This replicates the standard easement between lots that would be dedicated with a plat.

The applicant has provided a survey drawing showing the lot boundary changes and the easements to be vacated and dedicated. Engineering is requesting that the 10 foot wide drainage and utility easement between Parcel A and B be split 5 feet either side and not have all 10 feet on Parcel A. Aside from that comment, the drawing and its details satisfy any other comments from Planning or Engineering.

Engineering also notes that Parcel B will be subject to a Custom Grading Agreement and Storm Water Management Agreement whenever it is developed.

ALTERNATIVES

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

A. Approval If the Planning Commission finds the Vacation of the drainage and utility easements and rededication, as shown on the attached exhibit, to be acceptable, the Commission should recommend approval of the request with the following conditions:

1. The survey shall be modified to show a five foot wide drainage and utility easement on both sides of the lot line between Parcels A and B.
2. Parcel B will be subject to a Custom Grading Agreement and Storm Water Management Agreement whenever it is developed.

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

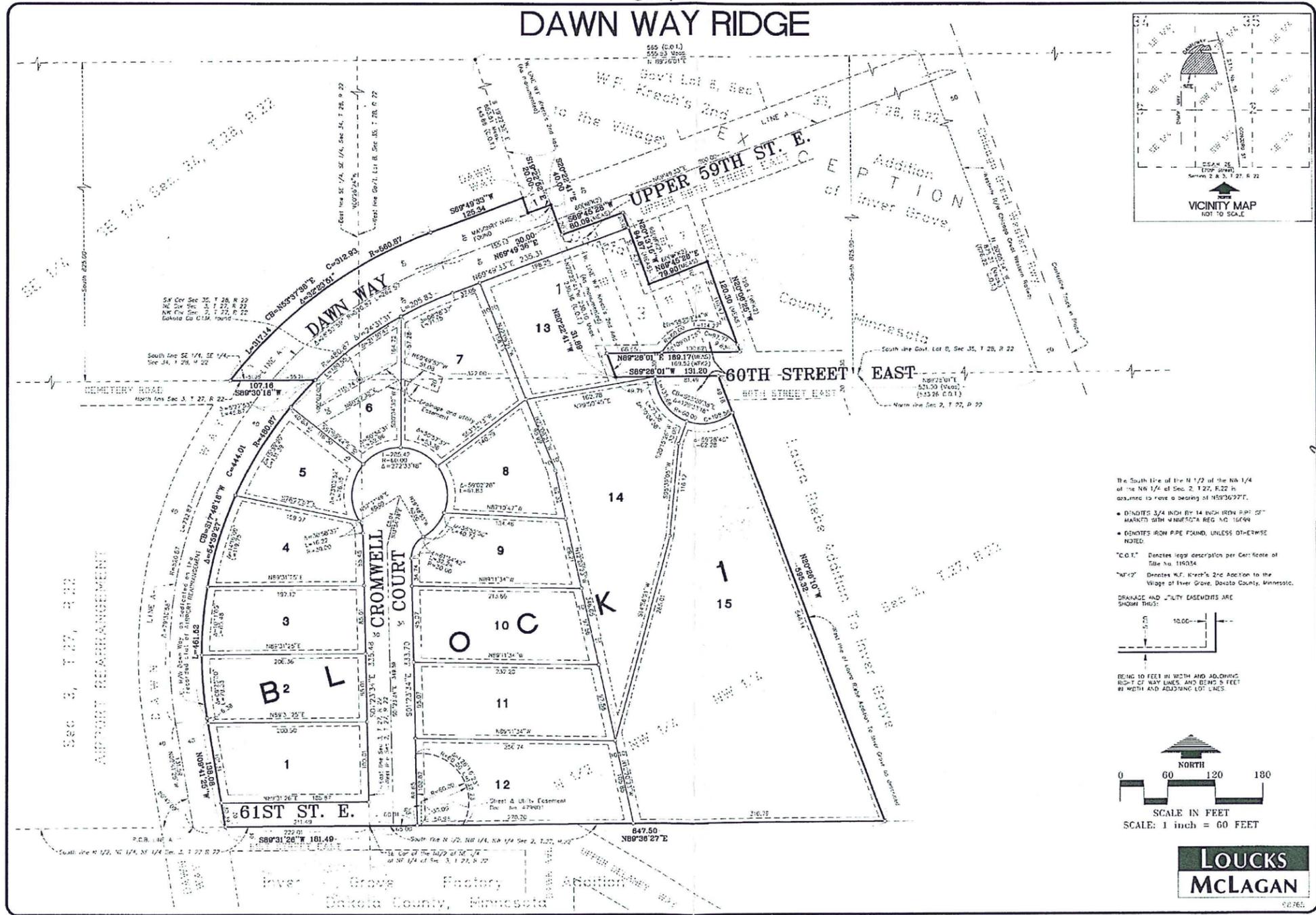
RECOMMENDATION

Based on the information in the preceding report, staff is recommending approval of the vacation and rededication of the drainage and utility easements with the conditions listed.

Attachments: Plat of Dawn Way Ridge
Survey Drawing Showing easements to be vacated

COPY

DAWN WAY RIDGE



The South line of the N 1/2 of the NW 1/4 of the NW 1/4 of Sec. 2, T 27, R 22 is assumed to have a bearing of N59°36'27"E.

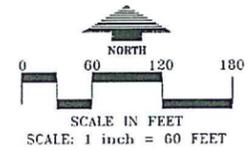
- DENOTES 3/4 INCH BY 14 INCH IRON PIPE SET MARKED WITH WINGED A REG. NO. 15099
- DENOTES IRON PIPE FOUND, UNLESS OTHERWISE NOTED.

"C.O.T." Denotes legal description per Certificate of Title No. 115034

"W.F." Denotes W.F. Kneep's 2nd Addition to the Ridge of Inver Grove, Dakota County, Minnesota.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:

BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, AND 5 FEET IN WIDTH AND ADJOINING LOT LINES



**LOUCKS
MCLAGAN**

SHEET 2 OF 2 SHEETS

NUMBER

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

Page 5
10/22

