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

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

A. i) Minutes of November 4, 2013 City Council Study Session _____
ii) Minutes of November 12, 2013 Regular City Council Meeting _____

B. Resolution Approving Disbursements for Period Ending November 20, 2013 _____

C. Resolution Approving Development Contract, Storm Water Maintenance Agreement and related Agreements for the Senior Housing Project along Cahill, South of Cheney Trail _____

D. Pay Voucher No. 1 for City Project No. 2013-06, South Robert trail (TH 3) Stormwater Facilities Repairs _____

E. Approve Drainage and Utility Easement Agreements for an Existing Storm Pipe at 9162 Dalton Court _____

F. Approve Resolution Accepting Proposals from WSB & Associates, Inc. for Updating the City's Water Resources Management Plan _____

G. Approve 2014 Park and Recreation Department Fees _____

H. Approve Contract with HKGI for Park Planning Services in the NW Area _____

I. Approve Resolution and Table Setting Forth License Fees, Administrative Service Fees and Permit Fees _____

J. Approve 2014 City Council Meeting Schedule _____

K. Approve 2014 Meeting Schedule of Advisory Commissions _____

L. Resolution Approving the Sale of Unclaimed Property to a Local Non-Profit Organization _____

M. Schedule Public Hearing _____

N. Approve Therapeutic Massage Business License _____

O. Personnel Actions _____

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

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. DJ'S HANDYMAN SERVICE; Consider a Resolution relating to a Variance to Allow a Covered Landing for a Handicap Ramp to be located 17 Feet from the Front Property Line whereas 30 Feet is Required for property located at 4604 Barbara Ave. _____

B. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Amendments to the Development Contract for the Plat of Argenta Hills 8th Addition _____

C. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Amendment to Allow Vertical Axis Wind Turbines as a Permitted Use in A and E-1 Districts _____

FINANCE:

D. CITY OF INVER GROVE HEIGHTS; Review 2014 Tax Levies and Budgets _____

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider Application for Chicken License for Property Located at 931 10th Ave. S. _____

F. CITY OF INVER GROVE HEIGHTS; Consider Design and Cost of a Sign for the East Wall of City Hall _____

G. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amending Bow Hunting Regulations _____

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

8. MAYOR & COUNCIL COMMENTS

9. ADJOURN

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

INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, NOVEMBER 4, 2013 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, October 4, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Community Development Director Link, Parks and Recreation Director Carlson, Finance Director Smith, Chief Stanger, Fire Chief Thill, and Deputy Clerk Kennedy

2. BUDGET – DEBT SERVICE FUND

Ms. Smith reviewed the city's bonds and provided information regarding the purpose of the bond, original issuance amount, projected outstanding balance as of December 31st, payments due in 2014, final maturity, current cash balance, required levy amount, amount of contribution from Closed Bond Fund, and funding sources. She explained debt services levies accounted for 9% of the city-wide levies. A levy increase of $100,000 would equate to a tax rate increase of 0.351% and would increase taxes on the mean residential property by $5.60 a year. She reviewed the proposed debt service levies that were based on the 2014-2018 Capital Improvement Plan. The proposed increase in 2016 was related to planned local improvements. Proposed increases in 2017 reflected planned local improvements and potential construction of a new fire station. Increases in 2018 related to a combination of local improvements, the fire station, and expansion of the Public Works Maintenance facility. She stated the plan was to increase bonding for improvements beginning in 2015. The proposed debt service levies in 2018 were approximately $2.5 million. She noted the projected debt service levies did not include increased funding for the Pavement Management Program.

Mr. Lynch clarified that it was not anticipated that a potential new fire station would be 100% debt-financed. He stated it was assumed that the City would pay for a portion of the project in cash.

Mayor Tourville questioned how the debt service levy would be affected if a referendum was considered for the fire station.

Ms. Smith explained the amount of the levy would be the same. The method used to approve financing for the project would simply be different. She noted the information provided reflected all City bond issuances, not just those subject to the debt service levy.

Mayor Tourville questioned if the City would have any lingering costs after the debt for the armory was paid off.

Mr. Lynch stated the City would continue to be responsible for certain operational costs. He clarified there would be no additional costs related to debt service.

Councilmember Piekarski Krech questioned if the City could run into trouble or reach a point at which it had too much debt.

Ms. Smith stated debt service was outside of levy limits.

Councilmember Piekarski Krech clarified that 9% of the city-wide levy went towards debt service.

Ms. Smith responded in the affirmative.

Mayor Tourville questioned if there was a recommended threshold or percentage used to determine how much debt was too much.

Steve Apfelbacher, Ehlers and Associates, explained debt service levels approaching 20-25% of the levy were generally thought to be too high.

Councilmember Piekarski Krech questioned how long the City would be able to stay within or below the recommended range and how the increased amount of debt service would affect tax rates.

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Mr. Lynch stated if the City were to double the debt service from the current level it would still be below the recommended threshold. He reiterated that every $100,000 of debt service equated to an increase in taxes of approximately $5.60 for the mean residential property.

Ms. Smith noted that debt service levy projected in 2018 was 13.5-14%.

Councilmember Piekarski Krech questioned what had been done historically.

Ms. Smith stated the debt service in 2010 was 7% of the city-wide levies. She explained page 11 of the CIP showed the estimated tax rates. In 2014 the average property would pay $736 in taxes and that figure was projected to increase to $928 in 2018. In 2013 and 2014 contributions from the Closed Bond Fund were used to keep the tax rates constant, whereas in 2015-2018 reduced contributions from the Closed Bond Funds were proposed to reduce the City's reliance on other funding sources.

Mr. Lynch noted that not all of the items included in the CIP would be completed. He explained the City needed to consider potentially financing two (2) buildings in 2016 and 2017 for planning purposes.

Councilmember Piekarski Krech stated the tax rate in 2015 was projected to increase to 4.15% and questioned why the rate would fluctuate so much.

Mr. Lynch reiterated staff tried to keep the debt levy constant in 2013 and 2014. He noted the use of money from the Closed Bond Fund to reduce the levy was a Council decision and explained staff was previously directed to work to reduce reliance on subsidies within the budget.

Councilmember Bartholomew questioned when a decision had to be made regarding use of funds from the Closed Bond Fund.

Mr. Lynch stated Council would need to provide direction through the budgeting process. He noted a contribution of $330,000 would be needed to keep the debt levy constant.

Mayor Tourville questioned if the Closed Bond Fund could support that level of contribution.

Ms. Smith responded in the affirmative. She explained the balance of the Closed Bond Fund at the end of 2018, with the assumptions as proposed, was project to be approximately $2 million.

Mr. Lynch stated the Closed Bond Fund would have regenerating funds.

Ms. Smith stated the Closed Bond Fund accrued money as debt service funds were closed at maturity.

Mr. Apfelbacher noted that was the fund's main source of revenue.

3. FINAL CIP

Ms. Smith reviewed the financing plan for the 2014-2018 Capital Improvement Plan (CIP). She noted many of the projects scheduled for parks and recreation were scaled back pending the completion of a Park and Recreation System Capital Plan. The plan is expected to be completed in 2014 for capital projects in 2015. Complete Parks and Recreation capital needs would be included in the next update of the CIP. The Park Acquisition and Development Fund accounts for park dedication fees, related revenues, and park and trail improvements. No park dedication fees or additional revenues, other than interest, were assumed. The Pavement Management Fund accounts for the project costs and related special assessment revenue used to finance the City's annual Pavement Management Program. The fund received annual transfers from the Host Community Fund and various utility funds. She noted the projections included franchise fee revenues, slated for implementation in 2015. Projects included Pavement Management Program, park trails and parking lots crack sealing and sealcoating. The fund was projected to have positive cash balances given the assumptions for project costs and special assessment revenues.

Councilmember Piekarski Krech questioned what would happen if the City did not implement a franchise fee.

Ms. Smith stated they would need to replace the transfer from the Host Community Fund and increase the transfer from the General Fund. She explained the Pavement Management Fund included street projects on Broderick Boulevard and Upper 55th Street, as well as work on park trails and parking lots. The costs for several of the items were planned to be offset by the projected franchise fee revenues beginning in 2015. The City Facilities Internal Service Fund included possible construction of a new fire station in 2016 and public works maintenance facility in 2017.

Councilmember Madden questioned what was being done about 80th Street and T.H. 3.

Mr. Thureen explained a realignment of 80th Street that would tie into the roundabout on the east side was included for planning purposes. He noted the County wanted the project to be development driven.

Mayor Tourville questioned if there had been any recent development inquiries.

Mr. Link indicated there had been some mild interest regarding property to the east of Robert Trail.

Councilmember Mueller suggested it may help to do some work up front to try to attract more development.

Councilmember Piekarski Krech opined that the bigger issue for developers was where Argenta was going to go. She questioned if any planning money had been set aside for Argenta from Highway 55 to I-494.

Mr. Thureen stated planning dollars were included but the work would be done in phases to eventually reach 494.

Ms. Smith stated on p. 27 of the CIP the transfer from the Capital Facilities Capital Projects Fund to the Park Capital Replacement Fund was removed beginning in 2015 due to the projected implementation of a franchise fee. The Economic Development Fund needed to identify a long-term funding source as the fund was expected to experience a negative fund balance due to economic development activities.

Dian Piekarski, 7609 Babcock Trail, questioned what specific economic development activities were planned that would contribute to the negative fund balance.

Mr. Lynch stated there were no specific projects currently planned and the EDA would have to consider potential projects as opportunities arose. He noted it was certain that the City would undertake activities that could be funded with DEED money.

Ms. Piekarski suggested that the budget be adjusted so no additional funding would be required.

Ms. Smith explained that $400,000 was budgeted for activities accounted for in 2014, 2015, and 2016. The difference in 2013 was for property acquisition.

Councilmember Piekarski Krech questioned what projects the DEED money could be used for and when a decision would be made as to what the money would be used for.

Mr. Lynch stated the requirements were broadly defined, although the projects had to be related to economic development activity. He explained staff came up with a list of items that the money could potentially be used for and the EDA would further discuss and make the decision going forward.

Councilmember Bartholomew questioned if staff was confident the City would receive the money once application was made.

Mr. Lynch stated it was virtually guaranteed that the City would receive the money after an application was filed because the money was to be split between Inver Grove Heights and Burnsville to offset the revenue that would be lost from changes made to the solid waste disposal and storage agreements.

Councilmember Bartholomew questioned why no capital outlay expenditures were projected in the Pavement Management Fund for 2014-2018.

Mr. Thureen explained the idea was to try to maximize the City's state aid funding to build up the fund balance over the course of 2015-2018.

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4. TIF MANAGEMENT PLAN

Steve Apfelbacher, Ehlers and Associates, provided general background information regarding the use and management of tax increment financing (TIF) districts. The City has used TIF for key economic development, redevelopment, and housing projects. The City has established six (6) TIF districts in its history, beginning in 1986. The City currently has three (3) existing districts of which one (1), TIF 2-1, will decertify at the end of 2013.

TIF District 2-1 is comprised primarily of commercial property. Tax increment revenues may only be used pay debt service on the two (2) refunding bonds that were used to finance the community center, bonds that were used to finance the water treatment plant, and to pay administrative expenses. He explained the tax increment and lease revenues were insufficient to make 100% of the debt service payments on the pre-existing obligations. The City was authorized to pool increment from Districts 3-1 and 4-1 to cover the shortfall. He noted the pooling authority applied through the 2/1/14 debt payment and would expire thereafter because the district decertifies at the end of 2013.

TIF District 3-1 is a housing district established to assist in financing a trunk sanitary sewer system to serve the Springwood Ponds housing development. In 1997 the district was modified to authorize the tax increment expenditures for the water treatment plant and sanitary sewer receptor. Effective 12/31/10 the State Auditor required all authorities to uncommingle tax increment from other revenue sources in the TIF fund and transfer the non-increment out of the fund. The City complied with the requirement and transferred out special assessments and other revenues from the district. This resulted in a negative fund balance. It was recommended that the City cure any remaining negative balance with a transfer in from the Water System Improvement Fund.

TIF District 4-1 was established to assist in the development of a regional mall. The development property comprised of 120 acres of land with difficult terrain and substandard soils. The initial development agreement for the mall was terminated. The 2010 Jobs Bill provided the ability to expand tax increment anywhere in the City to assist new construction and substantial rehabilitation projects that began construction by July 1, 2012 and created jobs, including construction jobs. The City assisted MGT's commercial development at Argenta Hills and provided $1,250,000 from TIF 4-1. The temporary authority to spend increment outside the development district expired. Now increment from TIF 4-1 may only be used to assist development activities within the district and development district area. It was recommended that the City use increments from 4-1 to deficit pool to 2-1 to cover the 12/1/13 debt payment on the 1997E bonds and the 2/1/14 debt payments on the 2005A and 2005B bonds which are intended to be paid from tax increments generated in 2013. In 2009, District 4-1 was identified as the primary source for pooling increment to 2-1 to make principal and interest payments on the Series 2005A and 2005B Bonds that financed the community center. The City's bond counsel advised against pooling from 4-1 to 2-1 after the decertification of 2-1 in December of 2013. It was suggested that the City identify another revenue source to pay the portion of the community center debt not covered by the lease payment, approximately $396,000. One possible alternative was for the City to return increment from District 4-1 to the County and receive 43% of the returned amount when the increment is redistributed to the taxing jurisdictions. Once the redistributed funds are received from the County the funds are no longer considered to be tax increment and can be used to make payments on the community center bonds. It was estimated that over the life of District 4-1, approximately $917,000 of increment would need to be sent to the County for redistribution in order for the City's share to be sufficient to meet its obligations on the 2005A and 2005B bonds. He noted this option would not increase or decrease the City's property tax levy. A second alternative would be for the City to seek special legislation that would allow increment from 4-1 to be expended directly for principal and interest payments on the 2005A and 2005B bonds. Other alternatives would be a property tax levy or the use of cash balances from other funds to cover the shortfall.

Mayor Tourville suggested it may make sense to extend the life of District 4-1 and seek the recommended special legislation.

Mr. Lynch stated the City's current legislative agenda did not include the special legislation that was discussed. He noted any special legislation would ideally allow the City to pre-pay the debt in District 2-1 with increment from District 4-1 without having to return 57% to the County.

Ms. Piekarski questioned how much the school district paid for the lease for the community center.

Mr. Apfelbacher explained the lease was for the district's use of the hockey and fitness facilities and the contribution was $200,000 annually. He noted this was considered to be tax increment revenue and it would extend to the end of the bond issue. After the district is closed there would still be outstanding debt.

Ms. Piekarski questioned if the school district would continue to pay that amount going forward.

Mr. Lynch explained no negotiations had taken place to date, but it was the City's hope that the relationship would continue in the future.

5. CAPITAL EQUIPMENT REPLACEMENT LIST

Mr. Thureen reviewed the proposed 2014 capital equipment purchases. Staff from Street Maintenance, Utilities, and Park Maintenance applies a Vehicle Condition Index, developed by the American Public Works Administration, to each piece of equipment. Extensive reviews of the equipment have been completed each of the last five (5) years to develop the list of recommended capital equipment purchases. Staff continues to extend the use of most of our vehicles beyond the suggested replacement schedule based on maintenance experience with the individual pieces of equipment. He noted with respect to the pieces of equipment associated with critical public safety functions, such as police squads and snow plowing equipment, staff seeks replacement before major maintenance issues arise that could take them out of service for extended periods of time. A total of 11 pieces of equipment were proposed to be replaced for a total of approximately $682,000. Recommendations are based on a number of factors including the number of items scheduled for replacement, condition, trade value, replacement cost, budget,
maintenance costs, reliability, department use, shared use, function and workload.

Councilmember Piekarski Krech questioned why another trailer was proposed to be replaced.

Barry Underdahl, Street Maintenance Superintendent, explained the trailer recommended for replacement was a 1995 model tandem axle trailer used by both the Streets and Parks departments to primarily haul a skidloader. He stated the trailer was a bit undersized to handle hauling current model track machines due to their size. He recommended purchase of a deckover trailer because it was more universal and had a larger surface area that could haul any vehicle, equipment, attachments, materials, soccer goals, playground equipment, manhole coverings, pallets, etc. He noted the trailer was originally scheduled for replacement in 2005.

Councilmember Piekarski Krech commented that if the equipment was maintained properly it would last longer and expressed concern that items were proposed to be replaced simply because they were listed as beyond their useful life on the replacement schedule. She suggested that some of the life spans could be extended beyond ten (10) years or the timeframe listed on the replacement schedule.

Mayor Tourville noted many of the items had been extended well beyond the recommendations on the replacement schedule and were being used for more than ten (10) years.

Mr. Underdahl reiterated much of the equipment proposed to be purchased was past the recommended useful life. He explained some of the replacements were recommended because staff would like to purchase equipment that was multi-functional and could help the departments operate more efficiently.

Councilmember Bartholomew questioned if the acquisition costs included the trade-in values.

Mr. Underdahl responded in the affirmative.

Councilmember Bartholomew asked staff to provide more detailed trade-in value information.

Councilmember Madden questioned what the new model of police vehicles would be.

Mr. Thureen stated more SUV models would be purchased due to the discontinuation of the Crown Victoria model.

Councilmember Madden stated the approach to equipment replacement has evolved over the years and staff has worked hard to maintain the equipment and extend the useful life as much as possible. He opined that the staff should have the equipment that they need to do their jobs properly and perform the critical public safety and snow plowing operations.

Councilmember Piekarski Krech questioned how the equipment would be traded in or sold.

Mr. Thureen explained the squad cars were sold outright and trade-in values were negotiated for the rest of the equipment.

6. GOLF COURSE DEFICIT

Mr. Lynch stated the City Council had discussed various aspects the operations at Inver Wood on three (3) separate occasions. As a part of the annual audit process the City covered the deficit in the Golf Course Enterprise Fund with a one day transfer from the Host Community Fund and Closed Bond Fund to net the Golf Course Fund to zero. Because the transfer was a paper exercise only, the transfer was reversed on the following day and the deficit remained. As of December 31, 2012 the deficit was $2,944,090.66. Council directed staff to prepare a recommendation that would eliminate the deficit and discontinue the practice of performing a one-day transfer. The assumption going forward was that any funds used to cover the deficit would not be paid back. As a result potential funding sources were limited to those funds that could support the transfer out and sustain future expenditures. Although the City could technically forgive the deficit this was not recommended by staff. From an accounting and reporting standpoint the City does have to indicate how it intends to cover the deficit. It was recommended that the Arbor Pointe Fund and Central Equipment Fund be utilized to cover the deficit. The Arbor Pointe Fund was a construction fund that was closed due to the completion of the improvements necessary for the project. After consultation with the City Attorney it was determined that the fund could be used to cover a portion of the deficit with a transfer of the full fund balance, $1,766,521.44. Because no other expenditures were planned for the fund staff felt payment of the deficit would be an acceptable use given that the funds would not be paid back. The remaining amount needed to eliminate the deficit, $1,177,569.22 was proposed to be taken from the Central Equipment Fund which had a current cash balance of $12,662,317. He noted going forward annual coverage of any potential operational deficit would be examined at that time. Staff also recommended changing the Golf Course Fund from an Enterprise Fund to a Special Revenue Fund as a part of the year end Comprehensive Annual Financial Report. The fund no longer met the definition of an Enterprise Fund in that it does not cover all of its expenses and return any kind of surplus to the Golf Course or the City. The operation was consistent with that of the Community Center and staff's recommendation was that it be reported in the same manner.

Mayor Tourville clarified that the Arbor Pointe Fund would be closed out after the transfer.

Ms. Smith responded in the affirmative.

Mayor Tourville questioned if there was a better use for the balance in the Arbor Pointe Fund.

Mr. Lynch stated the money could be used for another purpose. He reiterated staff recommended use of the fund specifically because it could support the transfer without being repaid.

Councilmember Mueller questioned if the transfers would jeopardize any potential for outsourcing operations in the future.

Mr. Lynch stated the transfers would only eliminate the existing cash deficit.

Councilmember Bartholomew opined staff found a good way to solve the deficit issue. He cautioned not to lose sight of the fact that this was necessary to cover operational losses and that everyone involved

needed to continue to work to improve operations at the Golf Course.

7. LIQUOR LICENSE ORDINANCE REVISIONS

Bridget McCauley Nason, LeVander Gillen & Miller, explained the City Code contained numerous provisions regulating the ability of various businesses to sell alcoholic beverages. The current provisions are spread across four (4) different articles and can be cumbersome to navigate. Additionally, the current provisions can create confusion for license applicants and current licensees as they contain antiquated terminology, confusing references, and redundancies. To address these concerns, City staff worked with the City Attorney's office to prepare a wholesale revision of Title 4, Chapter 1 of the City Code which combines all articles into one chapter, eliminates redundancies, updates outdated terminology, and addresses issues which have arisen with respect to current city code language. Changes were also proposed that would allow for the issuance of additional types of licenses, clarify when public hearings are required for the issuance of licenses, and update the procedural requirements for license issuance found in the City Code to match the processes actually implemented by city staff with respect to the issuance and enforcement of licenses. Key proposed changes include adding provisions regarding consumption and display permits, culinary class limited on-sale licenses, on-sale brewer taproom licenses, and off-sale small brewer licenses; updating the hours of sale allowed via a Sunday on-sale intoxicating liquor license to permit sales to 2:00 am; removing certain licensure requirements related to citizenship; deleting provisions which prohibit certain conduct by licensees that is currently prohibited by state statutes; specifying the information provided to the Council as a result of a background investigation; reducing the fee for a new on-sale intoxicating liquor license, clarifying when a public hearing is required before issuance or renewal of a license, changing the date for Council's review of renewal licenses; removing unnecessary provisions regarding occupancy load limits; adding a section authorizing the temporary expansion of a premises for the on-sale of alcoholic beverages; and updating various provisions related to the sale and consumption of alcoholic beverages at the National Guard Training and Community Center.

Councilmember Madden questioned what the proposed changes were with respect to fees for new on-sale intoxicating licensees.

Ms. Kennedy explained current code provisions require new on-sale intoxicating liquor license holders to pay a fee of $7,000 until a baseline for gross annual liquor sales is established. Staff recommended that the fee be reduced to $3,500 for new licensees because it was felt that the $7,000 may be onerous for new businesses and may preclude some applicants from locating their establishment in the City.

Councilmember Madden stated he agreed with staff's recommendation.

Councilmember Mueller asked several questions regarding provisions for holders of on-sale wine licenses.

Ms. Nason explained the referenced provisions were taken directly from state statute and were included in the current City Code provisions.

Mayor Tourville questioned what the process would be going forward.

Ms. Kennedy stated the City Attorney's office would finalize a draft ordinance to bring back to an upcoming Council meeting for the first reading. She noted staff would also like an opportunity to present the proposed ordinance changes to current licensees and solicit feedback prior to adoption by the Council.

8. FRONT YARD PARKING

Mr. Hunting stated the issue was previously discussed by Council with no specific conclusions. He explained during the discussion some felt the problem went beyond parking of automobiles and that the hard surface parking restriction should also apply to boats, RVs, and trailers. It did not appear there was support to extend restrictions to side or rear yards. There was general consensus that if any regulations were implemented there should be some flexibility for parking of automobiles in front yards during winter months. Council previously directed staff to solicit feedback from residents by putting information in the

Insights newsletter and on the website. Over the span of three (3) months the city received a total of 27 responses, 16 of which supported implementing some form of regulations. Eight (8) responses opposed adopting regulations and three (3) other responses were merely general suggestions.

Councilmember Mueller stated if regulations were implemented residents should be given time to comply with the new regulations. He questioned if the proposed regulations would address the issue of people parking boats in their front yard.

Mr. Hunting stated the current language being proposed would not prohibit boats or any other automobile or recreational vehicles from being parked in the front yard. The items would simply need to be parked on a hard surface.

Councilmember Mueller questioned if the size of the hard surface parking pad would be regulated.

Mr. Hunting stated they would have to be in compliance with current impervious surface regulations.

Mayor Tourville opined if the ordinance did not prohibit all front yard parking it will not have accomplished anything. He suggested that the ordinance be drafted to primarily address issues in the urban areas.

Councilmember Madden agreed that all front yard parking should be prohibited. He stated if the vehicles were not on the driveway they should be stored in the side or rear yards only.

Mr. Hunting stated staff could tweak the definition of a driveway and restrict parking to just that area.

The Council directed staff to review other cities' ordinances and provide a recommendation for the definition of a driveway and language that would prohibit parking of any vehicles, including boats, RVs, and trailers, in the front yard.

The meeting was adjourned at 10:07 p.m.

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INVER GROVE HEIGHTS CITY COUNCIL MEETING
TUESDAY, NOVEMBER 12, 2013 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Tuesday, November 12, 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, and Deputy Clerk Kennedy

3. PRESENTATIONS:

A. Inver Grove Heights Royalty

Dale Henniger, President of Inver Grove Heights Scholarship Program, explained on Saturday, September 7th the Inver Grove Heights Scholarship Program crowned its 7th Royal Court. There were 13 candidates and six (6) were chosen to represent the City throughout the next year. He noted the Inver Grove Heights Princess, Kacie Bartholomew, was unable to attend.

Kelsey Stout introduced herself as Miss Inver Grove Heights.

Audrey Wulfing introduced herself as Junior Miss Inver Grove Heights.

Valerie Marlowe introduced herself as Junior Princess.

Natalie Taufen introduced herself as Little Miss Inver Grove Heights.

Chloe Patnaude introduced herself as Little Princess.

Ms. Stout stated in the past year a new float was introduced to the program. Since May the float had been in nine (9) parades and received two (2) awards. At the Eagan Fun Fest Parade on July 4th the program won the "Youth Salute" award and at the Cottage Grove Monster Bash Parade the program received 2nd place for "most creative float". She presented the Council with two (2) pictures of the award-winning floats.

Each member of the Royal Court introduced their family members in attendance.

Mayor Tourville thanked the girls and their parents for all the time and effort they put into being ambassadors for the City at numerous events.

Mayor Tourville read the Veterans Day Proclamation the City received from the Governor at the annual celebration held at the National Guard Armory. He stated the City was honored to host the program and thanked City staff, members of the Veterans Bureau, and the Police and Fire departments.

Councilmember Madden stated the staff did a fantastic job and he really appreciated the event as a veteran himself.

4. CONSENT AGENDA:

Councilmember Mueller removed Item 4D from the Consent Agenda.

Councilmember Piekarski Krech removed Items 4F and 4O from the Consent Agenda.

Councilmember Bartholomew removed Item 4K from the Consent Agenda.

A. Minutes of October 28, 2013 City Council Meeting

B. **Resolution No. 13-157** Approving Disbursements for Period Ending November 6, 2013

C. **Resolution No. 13-158** Approving a Storm Water Maintenance Agreement for the Storm Water Features to be constructed as part of a CUP on property located at 9209 Chapman Court

E. Pay Voucher No. 7 for City Project No. 2006-08, Asher Water Tower Replacement

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G. Change Order No. 1 and No. 2, Final Compensating Change Order No. 3, Final Pay Voucher No. 1, Engineer's Final Report and **Resolution No. 13-160** Accepting Work for City Project No. 2013-03, Regional Basin SP-27 Stormwater Facility Repairs

H. Approve Encroachment Agreement for Lot 7, Block 2, Argenta Hills 4th Addition (7542 Auburn Court)

I. Approve Custom Grading Agreement for Lot 5, Block 1, Hatchard Estates (9162 Dalton Court)

J. **Resolution No. 13-161** Authorizing Execution of the Declaration of Conditions and Restrictions related to the State Forest Bonding Grant upon certain City Parks and other City Property

L. **Resolution No. 13-163** Calling for a Public Hearing on the Modification to TIF District 2-1

M. **Resolution No. 13-164** related to Deficit Pooling in TIF Districts

N. Approve 2014 Proposed Convention and Visitors Bureau Budget

P. Personnel Actions

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

Ayes: 5
Nays: 0 Motion carried.

D. Resolution Approving Demolition Contract – 8195 Babcock Trail

Councilmember Mueller questioned why the City did not know about the hazardous materials prior to its purchase.

Mr. Link explained an environmental investigation was done before the City acquired the property. He noted this particular item pertained to the interior of the building. He stated typically this type of analysis is not performed until just prior to demolition.

Councilmember Mueller stated the cost to do the analysis should have been built into the purchase price.

Mr. Link stated the analysis usually cannot be done before the property is acquired because the building is still occupied. The purpose of the work is to give the contractor an idea as to how to demolish the building.

Mr. Lynch stated this is the typical process that has been followed in other acquisitions and reiterated the investigation is usually not done until after acquisition because it can be an inconvenience to the seller. He noted the City was obligated to perform the analysis and the cost was included in the demolition contract.

Councilmember Piekarski Krech suggested for future acquisitions the City could hold an escrow for the extra costs associated with the interior environmental investigation.

Mr. Lynch the City does hold an escrow amount if a land contamination is suspected. He stated this was a typical cost of business for acquisition of a property and a demolition. He noted the seller would most likely not agree to pay for those costs.

Mayor Tourville questioned if it would be possible to put together a cost estimate for any additional work that would be done outside of the acquisition so Council would be aware of those potential costs up front.

Mr. Link responded in the affirmative.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 13-159 approving a Demolition Contract for 8195 Babcock Trail

Ayes: 5
Nays: 0 Motion carried.

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F. Pay Voucher No. 1 for City Project No. 2012-07, Bohrer Pond NW Pre-Treatment Basin

Councilmember Piekarski Krech stated she received several comments that it appeared as though more was being filled in than excavated at the site.

Mr. Thureen stated excavation work was definitely being conducted. He explained the material was being disposed of in the upland area to keep the project costs down. He noted a second contractor was also cleaning out the largest storm sewer that enters the area because it was half full of sediment.

Motion by Piekarski Krech, second by Madden, to approve Pay Voucher No. 1 for City Project No. 2012-07, Bohrer Pond NW Pre-Treatment Basin

Ayes: 5
Nays: 0 Motion carried.

K. Resolution Approving Transfers to Golf Course in 2013

Councilmember Bartholomew explained money was being transferred from two (2) different funds to reduce a cash deficit in the Golf Course Fund. He stated he understood this was being done to eliminate having to do a one-day transfer at the end of the year for accounting purposes. He supported the transfer because it made sense and he encouraged transparency in the process. He noted he would not support any future transfers to cover operational losses. He opined it was incumbent upon everyone to improve the operations at the golf course to avoid future losses.

Motion by Madden, second by Mueller, to adopt Resolution No. 13-162 Approving Transfers to Golf Course in 2013

Ayes: 5
Nays: 0 Motion carried.

O. Resolution Approving the Dakota County 2014 Community Funding Application for Waste Abatement Activities

Councilmember Piekarski Krech expressed concern that the same thing was done every year. She questioned if the Environmental Commission was involved in the process. She opined that there was more the City could be doing than just the boiler plate program. She stated the Environmental Commission could be much more valuable if they had more tasks assigned to them. She added the City should be at the forefront of waste abatement, recycling, and green initiatives because of the presence of the landfill.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 13-165 approving the Dakota County 2014 Community Funding Application for Waste Abatement Activities

Ayes: 5
Nays: 0 Motion carried.

5. <u>PUBLIC COMMENT:</u> None.

6. <u>PUBLIC HEARINGS:</u>

7. <u>REGULAR AGENDA:</u>

COMMUNITY DEVELOPMENT:

A. MARY T'KACH; Consider Resolution relating to a Variance to allow a Seven Foot High Fence along the Front Property Line whereas 42 Inches is the Maximum Height within the Front Yard for property located at 1987 80th Street

Mr. Link reviewed the location of the property. He explained the City zoning code states that fences in the 30 foot front yard setback area cannot exceed 42 inches in height and they must be 75 percent open. The requirement is in place primarily to preserve visibility for motorists or emergency vehicles and also for aesthetics and visual appeal so there are no tall fences located right up against the street. The applicant proposed two (2) fences. The first would be a solid wood fence, 66 feet long and seven (7) feet tall,

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located along the right of way. The second would also be a solid wood fence, 18 feet long and seven (7) feet tall, setback five (5) to ten (10) feet from the right of way. Planning staff recommended denial of the request because they could not find anything particularly unique about the property. There are many properties that front an arterial street or are located across from uses that generate a lot of traffic. He noted the applicant had other options available as the fences could be moved back farther onto the property. The size of the variance was large and staff was concerned with setting a precedent and the potential negative impact on the neighborhood to have a number of tall fences up along the road. The Planning Commission also recommended denial due to lack of a practical difficulty.

Mary T'Kach, 7848 Babcock Trail, stated she proposed a staggered design for the fence to make it more aesthetically pleasing. She explained the purpose was to reduce the noise coming from 80th Street as a result of the increased truck and vehicular traffic to service the development occurring to the West of her property and the traffic at the community center. She stated she was looking to make the house more livable and noted the home did not have air conditioning so the windows could not simply be closed during the summer months to reduce the noise. She noted the home was constructed in 1949 and had 32 additional feet of setback from the main road. A number of years ago the County acquired the extra frontage in order to widen the road. She stated if that had not happened there would have been plenty of room to meet the setback requirements. She clarified that the fence would be a minimum of 12 feet from the sidewalk. She explained the idea was to have the fence setback far enough from the sidewalk, and heavily landscaped to avoid a stockade impact.

Mayor Tourville clarified the applicant was seeking a buffer from the noise and lights generated by the traffic.

Ms. T'Kach responded in the affirmative.

Mayor Tourville stated he was unable to come up with an example of another place in the City where a similar request would be allowed in the front yard.

Ms. T'Kach noted last year the Council approved a variance for a fence on a corner lot. The fence was put up on what was technically considered to be the front yard. She stated the variance was granted because of the traffic on that road.

Mayor Tourville stated the situation was not the same because the home was situated on the lot in such a manner that the fence actually ran along the side yard of the property.

Ms. T'Kach stated she was unsure how many people would make requests similar to hers.

Councilmember Mueller suggested installing a berm in front of a 42 inch fence.

Ms. T'Kach stated she would still need a variance because the fence had to be 75 percent open. She noted a chain link fence would do nothing to mitigate her problem. She added that she attempted to plant spruce trees to minimize the noise and block the light and it did not work.

Mayor Tourville questioned if the applicant would be allowed to put in a seven foot high hedge.

Mr. Link stated he was not aware of any regulations related to landscaping.

Councilmember Madden stated he was concerned with setting a precedent.

Ms. T'Kach stated she was running out of options to mitigate the noise and make the property livable.

Councilmember Piekarski Krech questioned if they would have similar issues with other homes along 80th Street.

Mayor Tourville opined he could not figure out a way to approve the variance in this instance because nothing similar had been approved for anyone else in a front yard.

Ms. T'Kach stated she was trying to do something to maintain the value of the property.

Councilmember Mueller suggested looking into installing a berm. He stated there were not as many streets in the City that get more traffic than 80th Street.

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Councilmember Madden reiterated that he did not want to set a precedent for the whole City that the Council would allow solid fencing in front yards. He added he could not find a practical difficulty to justify the variance.

Councilmember Bartholomew stated the difficulty was that the neighboring properties would also want to do the same thing if given the opportunity.

Mayor Tourville reiterated the best solution for the front yard may be landscaping or a berm.

Motion by Madden, second by Bartholomew, to adopt Resolution No. 13-166 denying a Variance to allow a Seven Foot High Fence along the Front Property Line whereas 42 Inches is the Maximum Height within the Front Yard for property located at 1987 80th Street

Ayes: 5
Nays: 0 Motion carried.

B. WALMART STORES, INC.; Consider Resolution Amending PUD Approval to allow the Store to Remain Open 24 Hours on Thanksgiving Day

Mr. Link stated an identical request was approved by Council in 2012. Walmart currently has restrictions on the hours the store can be open. The restrictions are 7 am to 11 pm with the exception that they can open at 5 am on the day after Thanksgiving. The applicant requested a one-day extension of the store hours to allow the store to remain open an additional six (6) hours. Rather than closing at 11 pm on Thanksgiving the store would remain open all the way through Thanksgiving Day. He noted if the store remained open the parking lot and store lights were remain on through the night. Planning staff was not aware of any other retail business in the City that had similar restrictions on the hours of operation. Staff recommended approval of the request.

Councilmember Madden stated similar requests were denied in the past and the only reason he supported the request now was in the interest of fairness because Walmart's competitors did not have the same restrictions imposed upon them. He stated he did not agree with the store being open on Thanksgiving.

Councilmember Piekarski Krech clarified that Walmart would not be closed at all on Thanksgiving.

Luke Nordquist, Walmart Store Manager, stated the store would be open on Thanksgiving no matter what. If the request was not approved the store would still be open on Thanksgiving until 11 pm.

Councilmember Piekarski Krech stated her major issue with the request was that when the terms with Walmart were negotiated it was agreed that it would not be a 24 hour store. She explained if the other stores were going to be open all day on Thanksgiving she would support the request in the interest of fairness.

Mayor Tourville stated things have changed since the Walmart terms were originally negotiated and the request was to change the hours on one specific day. He opined he would not make the value judgment of where people should or should not be on Thanksgiving because that was an individual decision. He noted in past years people complained because the Inver Grove Heights location was not open the same hours as other Walmart stores. He stated he did not hear any complaints from the neighborhood when it was allowed last year.

Councilmember Piekarski Krech stated if the PUD was going to be similarly amended in the future Walmart should go through the formal process to make a permanent change.

Councilmember Madden suggested Walmart look into a permanent change for subsequent years. He stated he only supported the request because things have changed in the market and denying the request would create an unfair advantage for Walmart's competitors.

Mr. Link stated it was Walmart's choice as to whether they wanted to make annual requests or if they wanted to pursue a permanent change to the restrictions set forth in the PUD. He noted staff did notify the neighbors of the request and no comments were received.

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Motion by Mueller, second by Madden, to adopt Resolution No. 13-167 Amending PUD Approval to allow the Store to Remain Open 24 Hours on Thanksgiving Day

Ayes: 4 (Bartholomew, Mueller, Madden, Tourville)
Nays: 1 (Piekarski Krech) Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amendment to Allow Vertical Axis Wind Turbines as a Permitted Use in the A, E-1, an E-2 Districts

Mr. Link explained current City Code regulations allowed wind turbines as a conditional use in four (4) zoning districts. The proposed ordinance would allow vertical axis wind turbines as a permitted use in three (3) zoning districts, A, E-1, and E-2. He stated there were four (4) small neighborhoods within the City that were zoned E-2. The minimum lot size in the E-2 district is 1.75 acres. The proposed ordinance provides for a maximum height of 52.5 feet, the same as what is currently allowed for church spires, towers, poles, monuments, smoke stacks, and other similar structures. The maximum height is typically 35 feet and, by zoning code, those types of structures are allowed to increase the height by 50 percent. Planning staff recommended approval of the ordinance. The Planning Commission previously recommended denial of the ordinance amendment as proposed.

Councilmember Madden questioned if current City Code regulations would permit the interested party to have vertical axis wind turbines on his property.

Mr. Link stated current regulations would allow any kind of wind turbine, including vertical axis wind turbines, as a conditional use.

Councilmember Madden opined the Planning Commission had a good point in that it didn't seem necessary to adopt an ordinance for one specific person or one specific piece of property. He stated it did not make sense to him why this was being done when only one (1) request had been submitted. He noted he may be willing to consider it in the future if there was more interest or demonstrated need for the proposed changes.

Mayor Tourville stated he received several emails from individuals who were concerned with the maximum height.

Councilmember Mueller stated the turbines could generate electricity for the interested party.

Councilmember Madden noted the property owner could still put up the turbines if he obtained a conditional use permit. He expressed concern with the height of the vertical axis turbines and opined he did not want to see them all over the City.

Mr. Link explained Mr. Grannis requested an ordinance amendment for vertical axis wind turbines to be allowed as a permitted use with certain restrictions and performance standards. He noted the changes would apply equally to all properties within each of the three (3) zoning districts proposed.

Vance Grannis, Jr., stated he felt it was a hardship to allow the vertical axis turbines only as a conditional use. He explained he knows of others in the City who expressed interest in using the turbines at such time that the ordinance is amended to allow them as a permitted use. He noted the City had no means to regulate the wind turbines via the conditional use process under the current ordinance. The proposed amendments would at least provide the City with conditions to regulate the use. He stated it was more expensive to go through the conditional use permit application process.

Mr. Link stated the conditional use permit application fee ranged from $250 to $1200 depending on the type of application.

Councilmember Bartholomew stated he supported the proposed ordinance amendment and felt there were plenty of safeguards in place to ensure the structures would not be littered throughout the City. He noted similar structures of the same height were currently allowed in areas that met the setback requirements. He stated the ordinance was drafted with rules that would provide for a number of individuals to install vertical axis wind turbines, not just one specific property owner. He suggested the permitted use be limited to the A and E-1 zoning districts only and the E-2 district should continue to be

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allowed as a conditional use.

Councilmember Piekarski Krech agreed with removing E-2 as a permitted use. She stated not all of the structures would be built to the maximum allowed height and they would be sized according to the property because people will want to save money by constructing the smallest tower possible. She opined this would be a part of staff's overall plan to update the City's current energy ordinances.

Motion by Piekarski Krech, second by Bartholomew, to approve the Second Reading of an Ordinance Amendment to Allow Vertical Axis Wind Turbines as a Permitted Use in the A and E-1 Districts

Ayes: 4 (Bartholomew, Mueller, Piekarski Krech, Tourville)
Nays: 1 (Madden) Motion carried.

PUBLIC WORKS:

D. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Establishing Utility Rates for 2014

Mr. Thureen presented utility rate recommendations for 2014. The proposed rate increases for water and sanitary sewer follow the recommendations of the 2012 rate study update prepared by Ehlers and Associates. The rate increase for water was proposed to be 2 percent and the increase for sanitary sewer was proposed to be 3.5 percent. Storm water utility rates would remain unchanged for 2014.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution Nos. 13-168, 13-169, and 13-170 Establishing Utility Rates for 2014

Ayes: 5
Nays: 0 Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 11, Sections 4-11-5(F) and 4-11-7(A) Regarding Payment of a Background Check Investigation Fee by Solicitors and the Grounds for Revocation, Suspension, or Denial of a License or Certificate of Registration

Ms. Teppen stated no changes were made to the proposed ordinance since the first reading.

Motion by Mueller, second by Bartholomew, to approve the Second Reading of an Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 11, Sections 4-11-5(F) and 4-11-7(A) Regarding Payment of a Background Check Investigation Fee by Solicitors and the Grounds for Revocation, Suspension, or Denial of a License or Certificate of Registration and to waive the requirement for a third reading

Ayes: 5
Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Request for a Special Bow Hunt Outside the Established Bow Hunting Boundaries

Mr. Lynch stated the current ordinance regulations do not contain provisions that allow for exceptions to the established bow hunting boundaries.

Mr. Kuntz explained the ordinance provides for bow and arrow use within a geographic portion of the City designated on a map attached to the ordinance. Because the ordinance incorporates the map, any changes to the adopted boundaries would require an ordinance amendment.

Mayor Tourville questioned if the first reading of an ordinance amendment could be held at this meeting and then have changes made to the map prior to the second reading at the next regular Council meeting.

Mr. Kuntz stated that is a process that could be initiated by the Council.

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Mayor Tourville stated the request involves an urban area with a large amount of land with a high population of deer and something should be done to control the herd. He opined there was a huge safety factor involved with this request because a number of the deer had been hit by cars along Blaine Avenue and this might be an opportunity to address the problem.

The Council agreed to consider the proposed changes as a method of population control.

Mayor Tourville stated the Police Department would have to inspect the proposed area to ensure it was safe for hunting prior to any changes being adopted.

Councilmember Piekarski Krech questioned if the map needed to be changed or if language could simply be added that would provide for exceptions with Council approval.

Mr. Kuntz stated that alternative was available to the Council. He suggested adding a sunset provision for the first reading which allowed for the map to be altered temporarily (for 2013) to include the area being requested. He noted the ordinance would not be codified because the approval would expire at the end of the year and it would force those who requested the amendment to come back to the Council in 2014 for subsequent approval in advance of the hunting season. This would also provide the City with an opportunity to see how the program would work.

Mayor Tourville stated he supported the City Attorney's suggested alternative versus a permanent change to the map.

Mr. Lynch clarified that no hunting would be allowed in the proposed area until such time that the Council adopted the ordinance amendment as discussed.

Chief Stanger stated he communicated with the DNR about the issue and was informed that the DNR was aware of the area in question and did not impose any restrictions beyond what was already established by local ordinance. The state-wide bow hunting season was open through December 31, 2013. He noted the Police Department would inspect the proposed area from a safety perspective prior to the next regular Council meeting.

Motion by Mueller, second by Piekarski Krech, to approve the First Reading of an Amendment to the Bow Hunting Ordinance with language added to reflect the sunset provision as suggested by the City Attorney

Ayes: 5
Nays: 0 Motion carried.

8. <u>MAYOR & COUNCIL COMMENTS:</u>

9. <u>ADJOURN:</u> Motion by Bartholomew, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 8:45 p.m.

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AGENDA ITEM _____4B_____

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

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of November 7, 2013 to November 20, 2013.

SUMMARY

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

General & Special Revenue	$411,475.07
Debt Service & Capital Projects	172,019.28
Enterprise & Internal Service	284,646.00
Escrows	18,487.56
Grand Total for All Funds	$886,627.91

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 November 7, 2013 to November 20, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING November 20, 2013

WHEREAS, a list of disbursements for the period ending November 20, 2013 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	$411,475.07
Debt Service & Capital Projects	172,019.28
Enterprise & Internal Service	284,646.00
Escrows	18,487.56
Grand Total for All Funds	$886,627.91

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

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 11/7/2013 - 11/20/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	517790/5	11/13/2013	501126	101.44.6000.451.60065	40.56
ACE PAINT & HARDWARE	517905/5	11/02/2013	501126	101.44.6000.451.40040	6.40
ACE PAINT & HARDWARE	517906/5	11/20/2013	501126	101.44.6000.451.40040	15.21
ACE PAINT & HARDWARE	517958-5	11/20/2013	501126	101.44.6000.451.40047	127.93
ACE PAINT & HARDWARE	517971/5	11/20/2013	501126	101.44.6000.451.60065	25.09
AFSCME COUNCIL 5	PR 11/15	11/15/2013	UNIO DUES	101.203.2031000	825.05
AGASSIZ SEED & SUPPLY	INV065971	11/13/2013	CITYO55077	101.44.6000.451.60065	2,400.00
BECKER ARENA PRODUCTS, INC.	00096056	11/20/2013	INV000	101.44.6000.451.40047	749.81
BUREAU OF CRIMINAL APPREHENSION	11/15/13	11/20/2013	11/15/13	101.41.1100.413.30500	36.50
CA DEPT OF CHILD SUPPORT SERVICES	INV0024646	11/15/2013	MIGUEL GUADALAJARA FEIN/TAXI	101.203.2032100	279.69
CENTURY LINK	651-457-4184	11/13/2013	6514574184	101.44.6000.451.50020	58.94
CENTURY LINK	6514575524	11/13/2013	6514575224	101.44.6000.451.50020	65.31
CITY OF MINNEAPOLIS RECEIVABLES	400413004266	11/08/2013	APS TRANSACTION FEES SEPT. P	101.42.4000.421.30700	2,654.10
CITY OF SAINT PAUL	129841	11/20/2013	436341174301	101.42.4000.421.50080	58.00
COMCAST	11/5/13	11/20/2013	8772105*910359526	101.42.4200.423.30700	11.31
COORDINATED BUSINESS SYSTEMS, LTD	240084863	11/13/2013	10/31/13	101.43.5400.445.40020	330.33
COORDINATED BUSINESS SYSTEMS, LTD	CNIN132975	11/20/2013	4555082	101.42.4200.423.30700	132.57
COPY RIGHT	61004	11/13/2013	FALSE ALARM REPORT	101.42.4000.421.50030	282.09
CRAWFORD DOOR SALES COMPANY	12177	11/13/2013	4373	101.42.4200.423.40040	391.25
CULLIGAN	10/31/13 157-9845	11/13/2013	157-98459100-6	101.42.4200.423.60065	28.29
CULLIGAN	10/31/13 157-9845	11/13/2013	157-98459118-8	101.42.4200.423.60065	96.40
DAKOTA CTY FINANCIAL SVCS	10/2/13	11/13/2013	10/2/13	101.45.0000.3413000	368.00
DAKOTA CTY PROP TAXATION & RECORDS	2914	11/20/2013	2013 TRUTH IN TAXATION	101.41.2000.415.30700	2,150.72
EFTPS	INV0024692	11/15/2013	FEDERAL WITHHOLDING	101.203.2030200	39,072.54
EFTPS	INV0024694	11/15/2013	MEDICARE WITHHOLDING	101.203.2030500	11,087.34
EFTPS	INV0024695	11/15/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	33,969.80
EFTPS	INV0024767	11/18/2013	MEDICARE WITHHOLDING	101.203.2030500	26.38
EFTPS	INV0024768	11/18/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	112.80
EFTPS	INV0024770	11/18/2013	FEDERAL WITHHOLDING	101.203.2030200	115.57
EFTPS	INV0024772	11/18/2013	MEDICARE WITHHOLDING	101.203.2030500	27.14
EFTPS	INV0024773	11/18/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	116.08
EHLERS AND ASSOCIATES, INC.	347173	11/20/2013	CAPITOL IMPROVEMENT PLAN	101.45.3200.419.30600	400.00
FIRE SAFETY USA	63880	11/20/2013	FIRE	101.42.4200.423.40042	2,392.72
FIRST IMPRESSION GROUP, THE	55057	11/13/2013	4363	101.45.3300.419.60040	90.84
FLAIR FOUNTAINS	7109	11/13/2013	10/21/13	101.44.6000.451.30700	2,029.69
FUN JUMPS ENTERTAINMENT INC	17155	11/13/2013	FIRE	101.42.4200.423.30700	214.25
GALLS/QUARTERMASTER	001168325	11/13/2013	5291308	101.42.4000.421.60040	39.99
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0024686	11/15/2013	HSA ELECTION-SINGLE	101.203.2032500	2,800.21
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0024687	11/15/2013	HSA ELECTION-FAMILY	101.203.2032500	3,828.10
GRAINGER	9295955257	11/20/2013	806460150	101.43.5200.443.60016	33.39
HEARTLAND SERVICES INC	HSI0328279	11/20/2013	011615	101.42.4000.421.40044	428.35
HER, STEVE	11/14/13	11/20/2013	TRAINING	101.42.4000.421.50075	17.97
IAFC MEMBERSHIP	11/15/13	11/20/2013	82644	101.42.4200.423.50070	234.00
ICMA RETIREMENT TRUST - 457	INV0024647	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0024648	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	267.16
ICMA RETIREMENT TRUST - 457	INV0024649	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0024650	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	567.18
ICMA RETIREMENT TRUST - 457	INV0024651	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0024652	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	448.96
ICMA RETIREMENT TRUST - 457	INV0024653	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	815.00
ICMA RETIREMENT TRUST - 457	INV0024654	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	118.44
ICMA RETIREMENT TRUST - 457	INV0024655	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0024656	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	761.14
ICMA RETIREMENT TRUST - 457	INV0024657	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0024658	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	257.68
ICMA RETIREMENT TRUST - 457	INV0024659	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	900.00
ICMA RETIREMENT TRUST - 457	INV0024660	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	123.41
ICMA RETIREMENT TRUST - 457	INV0024661	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0024662	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	382.83
ICMA RETIREMENT TRUST - 457	INV0024663	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0024664	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	450.93
ICMA RETIREMENT TRUST - 457	INV0024665	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0024666	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	292.98
ICMA RETIREMENT TRUST - 457	INV0024667	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0024668	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.76
ICMA RETIREMENT TRUST - 457	INV0024669	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0024670	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	148.05
ICMA RETIREMENT TRUST - 457	INV0024671	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	INV0024672	11/15/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	65.81
ICMA RETIREMENT TRUST - 457	INV0024673	11/15/2013	ICMA (AGE 50 & OVER)	101.203.2031400	307.59
ICMA RETIREMENT TRUST - 457	INV0024674	11/15/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0024675	11/15/2013	ICMA (AGE 50 & OVER)	101.203.2031400	614.60
ICMA RETIREMENT TRUST - 457	INV0024676	11/15/2013	ICMA (AGE 50 & OVER)	101.203.2031400	4,921.48
ICMA RETIREMENT TRUST - 457	INV0024677	11/15/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	72.23
ICMA RETIREMENT TRUST - 457	INV0024685	11/15/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	482.70
ING DIRECT	INV0024769	11/18/2013	MSRS-HCSP	101.203.2032200	126.84
INTOXIMETERS	450188	11/20/2013	COOOMNINVO	101.42.4000.421.60065	64.28
JIRIK SOD FARM INC	30266	11/13/2013	PARKS DEPT	101.44.6000.451.60065	182.60
JIRIK SOD FARM INC	30278	11/20/2013	PARKS	101.44.6000.451.60065	11.38
JUST RITE CONST INC	485096	11/13/2013	PARK	101.44.6000.451.40047	5,910.00
JUST RITE CONST INC	485097	11/13/2013	PARKS	101.44.6000.451.40047	3,850.00
KENISON, TERRI	10/25/13	11/13/2013	STATEMENT #10	101.42.4200.423.30700	908.44
LEVANDER, GILLEN & MILLER P.A.	10/31/13 A	11/20/2013	10/31/13	101.42.4000.421.30410	3,624.42
LEVANDER, GILLEN & MILLER P.A.	10/31/13 A	11/20/2013	10/31/13	101.42.4000.421.30410	5,728.23
LEVANDER, GILLEN & MILLER P.A.	10/31/13 A	11/20/2013	10/31/13	101.42.4000.421.30410	174.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13 A	11/20/2013	10/31/13	101.42.4000.421.30410	4,717.27
LEVANDER, GILLEN & MILLER P.A.	10/31/13 A	11/20/2013	10/31/13	101.42.4000.421.30410	497.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13 A	11/20/2013	10/31/13	101.42.4000.421.30410	1,191.71
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.41.1000.413.30420	4,765.90
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.42.4000.421.30420	252.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.43.5000.441.30420	376.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.43.5100.442.30420	2,264.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.44.6000.451.30420	1,564.80
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.45.3200.419.30420	980.40
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	101.45.3300.419.30420	136.00
LILLIE SUBURBAN NEWSPAPERS	10/31/13	11/13/2013	001363	101.41.1100.413.50025	42.58
LILLIE SUBURBAN NEWSPAPERS	10/31/13	11/13/2013	001363	101.45.3200.419.50025	49.13
LILLIE SUBURBAN NEWSPAPERS	10/23/13	11/20/2013	001363	101.41.1100.413.50025	108.80
LILLIE SUBURBAN NEWSPAPERS	10/23/13	11/20/2013	001363	101.41.2000.415.50025	530.55
LILLIE SUBURBAN NEWSPAPERS	10/23/13	11/20/2013	001363	101.45.3200.419.50025	26.20
LOCAL GOVERNMENT INFORMATION SYSTEM	37519	11/20/2013	106325	101.42.4000.421.70501	1,525.00
LOCAL GOVERNMENT INFORMATION SYSTEM	37530	11/20/2013	111541	101.42.4200.423.30700	108.00
METROPOLITAN COUNCIL ENVIRON SRVCS	11/14/13	11/20/2013	OCT 2013	101.41.0000.3414000	(316.55)
MIDWEST FENCE & MFG CO	150557	11/13/2013	INVERC	101.44.6000.451.60066	93.62
MINNEAPOLIS OXYGEN CO.	17079580	11/20/2013	113504	101.42.4200.423.40042	79.52
MINNEAPOLIS OXYGEN CO.	171079581	11/20/2013	113504	101.42.4200.423.40042	87.47
MINNEAPOLIS OXYGEN CO.	11065572	11/20/2013	113504	101.42.4200.423.40042	71.24
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0024644	11/15/2013	RICK JACKSON FEIN/TAXPAYER I	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0024645	11/15/2013	JUSTIN PARRANTO FEIN/TAXPAYE	101.203.2032100	484.54
MN DEPT OF LABOR & INDUSTRY	11/15/13	11/15/2013	MN STATE SURCHARGE OCT	101.207.2070100	4,244.18
MN DEPT OF LABOR & INDUSTRY	11/15/13	11/15/2013	MN STATE SURCHARGE OCT	101.41.0000.3414000	(84.88)
MN DEPT OF REVENUE	INV0024693	11/15/2013	STATE WITHHOLDING	101.203.2030300	16,596.87
MN DEPT OF REVENUE	INV0024771	11/18/2013	STATE WITHHOLDING	101.203.2030300	79.51
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.207.2070300	49.53
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.42.4000.421.60040	3.40
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.42.4000.421.60040	2.75
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.42.4000.421.60065	2.40
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.42.4200.423.40040	3.78
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.44.6000.451.60030	360.42
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.44.6000.451.60030	376.53
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.44.6000.451.60030	371.27
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.44.6000.451.60030	375.98
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.44.6000.451.60065	24.75
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.44.6000.451.60065	14.85
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	101.44.6000.451.60065	165.00
MN SECRETARY OF STATE - NOTARY	11/13/13	11/20/2013	FIRE	101.42.4200.423.30700	120.00
MUNICIPAL EMERGENCY SERVICES, INC.	00449530_SNV	11/13/2013	43426	101.42.4200.423.60045	26,631.15
OXYGEN SERVICE COMPANY, INC	03244073	11/20/2013	04394	101.42.4000.421.60065	26.51
PEARL VALLEY ORGANIX, INC.	54629	11/13/2013	PARKS	101.44.6000.451.60030	5,476.76
PEARL VALLEY ORGANIX, INC.	54633	11/13/2013	PARKS	101.44.6000.451.60030	5,242.46
PERA	INV0024678	11/15/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,419.16
PERA	INV0024679	11/15/2013	EMPLOYER SHARE (PERA COORD	101.203.2030600	15,119.73
PERA	INV0024680	11/15/2013	PERA COORDINATED PLAN	101.203.2030600	15,119.73
PERA	INV0024681	11/15/2013	EMPLOYER SHARE (PERA DEFINE	101.203.2030600	57.69
PERA	INV0024682	11/15/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0024683	11/15/2013	EMPLOYER SHARE (POLICE & FIR	101.203.2030600	15,606.28

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0024684	11/15/2013	PERA POLICE & FIRE PLAN	101.203.2030600	10,404.22
PINE BEND PAVING, INC.	147313	11/13/2013	10/29/13	101.43.5200.443.60016	550.67
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	101.45.3200.419.60010	22.02
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	101.45.3200.419.60010	18.28
SCHERER PLUMBING LLC	11/8/13	11/13/2013	REFUND CONTRACTOR LICENSE	101.45.0000.3219500	50.00
SIMPLEXGRINNELL	76561758	11/13/2013	148288	101.42.4200.423.30700	550.47
SOUTH METRO SPORTS	8/13/13	11/13/2013	8/13/13	101.43.5200.443.60045	70.00
SOUTH METRO SPORTS	9/12/13 A	11/13/2013	9/1/13 A	101.43.5200.443.60045	71.00
SOUTH METRO SPORTS	9/12/13 B	11/13/2013	9/12/13 B	101.43.5200.443.60045	25.00
SOUTH METRO SPORTS	9/12/13	09/12/2013	TYLER M	101.43.5200.443.60045	51.00
SOUTH ST PAUL, CITY OF	11/8/13	11/20/2013	NOVEMBER 2013 UTILITY BILLS	101.207.2070900	33.00
ST CROIX TREE SERVICE	85802	11/20/2013	PARKS	101.44.6000.451.30700	748.13
ST CROIX TREE SERVICE	86048	11/13/2013	STREETS	101.43.5200.443.40046	935.16
ST LOUIS PARK, CITY OF	23767	11/20/2013	133953	101.44.6000.451.50080	92.00
STREICHER'S	I1054667	11/20/2013	285	101.42.4000.421.60045	34.99
TESSMAN COMPANY, THE	S185728-IN	11/20/2013	00-INV5001	101.44.6000.451.60065	406.13
THOMSON REUTER - WEST	828315743	11/20/2013	1000197212	101.42.4000.421.30700	140.90
TIMESAVER OFF SITE SECRETARIAL INC	SHAKOPEE OFFIC	11/13/2013	10/30/13	101.41.1100.413.30700	360.33
TRI-MARK TIMBER, LLC	1200	11/13/2013	5/31/13	101.44.6000.451.60016	3,526.88
TRUGREEN	10894918	11/13/2013	6005159491	101.44.6000.451.60035	139.34
TRUGREEN	11329679	11/13/2013	6005159433	101.44.6000.451.60035	217.49
TRUGREEN	10712901	11/13/2013	6005159428	101.44.6000.451.60035	565.48
TRUGREEN	10712963	11/13/2013	6005159427	101.44.6000.451.60035	608.87
TRUGREEN	10843670	11/13/2013	6005159485	101.44.6000.451.60035	87.00
TRUGREEN	10775792	11/13/2013	6005159434	101.44.6000.451.60035	217.49
TRUGREEN	10778232	11/13/2013	6005159431	101.44.6000.451.60035	260.99
TRUGREEN	10778233	11/13/2013	6005159432	101.44.6000.451.60035	304.44
TRUGREEN	10778237	11/13/2013	6005159430	101.44.6000.451.60035	304.44
TRUGREEN	10843668	11/13/2013	6005159482	101.44.6000.451.60035	86.99
TRUGREEN	10843673	11/13/2013	6005159490	101.44.6000.451.60035	217.45
TRUGREEN	10844007	11/13/2013	6005159484	101.44.6000.451.60035	0.32
TRUGREEN	10844010	11/13/2013	6005159486	101.44.6000.451.60035	43.49
TRUGREEN	10845830	11/13/2013	6055159426	101.44.6000.451.60035	696.71
TRUGREEN	10894931	11/13/2013	6005159429	101.44.6000.451.60035	304.44
TRUGREEN	10894904	11/13/2013	6005159483	101.44.6000.451.60035	173.99
TRUGREEN	10894915	11/13/2013	6005159488	101.44.6000.451.60035	87.00
TRUGREEN	10894919	11/13/2013	6005159487	101.44.6000.451.60035	173.96
TRUGREEN	10894920	11/13/2013	6005159479	101.44.6000.451.60035	130.47
TRUGREEN	10894921	11/13/2013	6055159481	101.44.6000.451.60035	43.49
TRUGREEN	10894929	11/13/2013	6005159480	101.44.6000.451.60035	43.50
UNIFIRST CORPORATION	0900182604	11/20/2013	STREETS	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	0900182604	11/20/2013	STREETS	101.44.6000.451.60045	25.41
UNIFORMS UNLIMITED	179135	11/13/2013	I14866	101.42.4000.421.60018	80.71
UNIFORMS UNLIMITED	182856	11/20/2013	114866	101.42.4000.421.60045	38.46
UNIFORMS UNLIMITED	182764	11/20/2013	114866	101.42.4000.421.60045	266.27
UNITED WAY	PR 11/15	11/15/2013	PLEDGE	101.203.2031300	105.00
USA MOBILITY WIRELESS INC	W0317409K	11/13/2013	0317409-1	101.42.4000.421.50020	4.89
VARITECH INDUSTRIES, INC.	IN060-1000828	11/20/2013	001626	101.43.5200.443.60016	225.33
VARITECH INDUSTRIES, INC.	IN060-1000834	11/20/2013	001626	101.43.5200.443.60016	164.38
VERIZON WIRELESS	9713829872	11/20/2013	642017074-0001	101.42.4000.421.50020	35.01
XCEL ENERGY	390537123	11/13/2013	51-5185446-3	101.42.4000.421.40042	45.89
XCEL ENERGY	389857083	11/13/2013	51-6431857-4	101.42.4200.423.40010	485.79
XCEL ENERGY	389857083	11/13/2013	51-6431857-4	101.42.4200.423.40020	1,679.14
XCEL ENERGY	389887921	11/13/2013	51-8849473-7	101.43.5400.445.40020	39.63
XCEL ENERGY	390204142	11/13/2013	516435129-1	101.43.5400.445.40020	135.69
Fund: 101 - GENERAL FUND					**298,256.82**
ENSEMBLE CREATIVE & MARKETING	IGH111813	11/20/2013	CONVENTION & VISITORS BUREA	201.44.1600.465.50025	1,680.00
LONE OAK COMPANIES	60193	11/13/2013	GUIDES 8/86	201.44.1600.465.50035	145.00
Fund: 201 - C.V.B. FUND					**1,825.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BIKE KING	11/5/13	11/13/2013	PARK&REC IGH	204.44.6100.452.60009	300.00
COMMUNITY EDUCATION	11/1/11	11/13/2013	SENIOR TRIPS	204.227.2271000	2,509.00
IGH SENIOR CLUB	11/1/13	11/13/2013	CLUB MEMBERSHIP OCT 2013 & S	204.227.2271000	1,884.00
MAXIMUM SOLUTIONS	14865	11/20/2013	ANNUAL SVC AGREEMENT	204.44.6100.452.40044	1,951.12
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	204.207.2070300	199.63
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	204.44.6100.452.60009	13.61
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	204.44.6100.452.60009	20.63
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	204.44.6100.452.60040	23.05
Fund: 204 - RECREATION FUND					**6,901.04**
ACE PAINT & HARDWARE	517904/5	11/20/2013	501126	205.44.6200.453.60065	23.55
ACE PAINT & HARDWARE	517904/5	11/20/2013	501126	205.44.6200.453.60065	34.06
ACE PAINT & HARDWARE	517935/5	11/20/2013	501126	205.44.6200.453.60012	5.44
ACE PAINT & HARDWARE	517935/5	11/20/2013	501126	205.44.6200.453.60012	5.44
ACE PAINT & HARDWARE	517929/5	11/20/2013	501126	205.44.6200.453.60016	5.32
ACE PAINT & HARDWARE	518001/5	11/20/2013	501126	205.44.6200.453.60040	14.95
APEC	118979	11/20/2013	PER JOE	205.44.6200.453.60016	104.74
AQUA LOGIC, INC.	41463	11/20/2013	SERVICE 8/22/13	205.44.6200.453.40040	464.21
AQUA LOGIC, INC.	41496	11/20/2013	POOL EQUIPMENT	205.44.6200.453.40040	375.69
COMDATA CORPORATION	102510 & 103014	11/13/2013	CONSOLIDATED INVOICES	205.44.6200.453.60065	9.08
COMDATA CORPORATION	102510 & 103014	11/13/2013	CONSOLIDATED INVOICES	205.44.6200.453.60065	42.11
COMMON SENSE BUILDING SERVICES, INC.	32383	11/20/2013	MONTHLY CONTRACT NOV 2013	205.44.6200.453.40040	7,233.14
ELIFEGUARD, INC.	47630	11/20/2013	102313	205.44.6200.453.60040	688.26
GRAINGER	9284848463	11/20/2013	806460150	205.44.6200.453.60016	154.23
GRAINGER	9285700861	11/20/2013	806460150	205.44.6200.453.60040	191.75
GRAINGER	9285700861	11/20/2013	806460150	205.44.6200.453.60040	191.76
GRAINGER	9287908934	11/20/2013	806460150	205.44.6200.453.60011	438.13
GRAINGER	9287908934	11/20/2013	806460150	205.44.6200.453.60011	438.13
GRAINGER	9290671263	11/08/2013	806460150	205.44.6200.453.60016	(76.22)
HAWKINS, INC.	3529851 RI	11/20/2013	108815	205.44.6200.453.60024	1,288.25
HAWKINS, INC.	3529852 RI	11/20/2013	108815	205.44.6200.453.60024	766.83
HILLYARD INC	600909587	11/20/2013	274069	205.44.6200.453.60011	396.48
HILLYARD INC	600909587	11/20/2013	274069	205.44.6200.453.60011	396.49
HILLYARD INC	700094333	11/13/2013	285036	205.44.6200.453.60011	17.53
HILLYARD INC	700094333	11/13/2013	285036	205.44.6200.453.60011	17.53
HOME DEPOT CREDIT SERVICES	11/7/13 6035322201	11/20/2013	6035322017128343	205.44.6200.453.60016	27.10
HORWITZ NS/I	HJ012959	11/20/2013	CITY OF IG	205.44.6200.453.40040	34,400.00
JOHNSTONE SUPPLY	103-S100068550.0	11/20/2013	2517	205.44.6200.453.40040	214.38
MAXIMUM SOLUTIONS	14865	11/20/2013	ANNUAL SVC AGREEMENT	205.44.6200.453.40044	1,951.13
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	205.207.2070300	6,262.77
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	205.44.6200.453.50025	8.64
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	205.44.6200.453.50025	30.26
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	205.44.6200.453.50070	2.06
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	205.44.6200.453.50070	2.06
MRPA	7945	11/20/2013	35625	205.44.6200.453.50025	100.00
NAC MECHANICAL & ELECTRICAL SERVICE	96321	11/20/2013	8712-1	205.44.6200.453.40040	361.95
PIONEER PRESS	1013414398	11/20/2013	414398	205.44.6200.453.50025	650.00
PUSH PEDAL PULL	102593	11/20/2013	3603615	205.44.6200.453.40042	951.19
ROACH, RICK	11/6/13	11/13/2013	MILEAGE	205.44.6200.453.50065	27.12
ROACH, RICK	11/6/13	11/13/2013	MILEAGE	205.44.6200.453.50065	29.38
SPORTS PROMOTIONS	11/8/13	11/20/2013	2013-2014 HOCKEY TOURNAMENT	205.44.6200.453.50025	80.00
SPRUNG SERVICES	63370	11/20/2013	11/1/13	205.44.6200.453.40040	630.50
VANCO SERVICES LLC	00005780051	11/20/2013	ES12073	205.44.6200.453.70600	95.20
XCEL ENERGY	389864589	11/13/2013	51-6867948-7	205.44.6200.453.40010	7,272.35
XCEL ENERGY	389864589	11/13/2013	51-6867948-7	205.44.6200.453.40010	2,768.59
XCEL ENERGY	389864589	11/13/2013	51-6867948-7	205.44.6200.453.40020	10,889.66
XCEL ENERGY	389864589	11/13/2013	51-6867948-7	205.44.6200.453.40020	14,581.46
XCEL ENERGY	390038730	11/13/2013	51-6867948-7	205.44.6200.453.40020	3,061.94
XCEL ENERGY	390038730	11/13/2013	51-6867948-7	205.44.6200.453.40020	2,257.59
Fund: 205 - COMMUNITY CENTER					**99,882.21**
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	290.45.3000.419.30420	3,718.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	290.45.3000.419.30420	560.00
RIVER HEIGHTS CHAMBER OF COMMERCE	4095	11/20/2013	2014 MEMBERSHIP INVESTMENT	290.45.3000.419.50070	166.00
RIVER HEIGHTS CHAMBER OF COMMERCE	4181	11/20/2013	2014 MEMBERSHIP INVESTMENT	290.45.3000.419.50070	166.00
Fund: 290 - EDA					**4,610.00**
WELLS FARGO BANK	1015946	11/20/2013	INVE1103CTGO, INVE205BGO INVI	347.57.9000.570.90300	400.00
Fund: 347 - WATER REV BONDS 2006C					**400.00**
WELLS FARGO BANK	1016046	11/20/2013	INVE1107BGOI	349.57.9000.570.90300	400.00
Fund: 349 - G.O. IMPROVEMENT 2007B					**400.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO BANK	1016046	11/20/2013	INVE1107BGOI	350.57.9000.570.90300	400.00
Fund: 350 - G.O. SEWER REVENUE 2007C					**400.00**
WELLS FARGO BANK	1016046	11/20/2013	INVE1107BGOI, INVE1107CGOS, IN	352.57.9000.570.90300	400.00
Fund: 352 - G.O. IMPROVEMENT 2008A					**400.00**
WELLS FARGO BANK	1015946	11/20/2013	INVE1103CTGO, INVE205BGO INVI	385.57.9000.570.90300	350.00
Fund: 385 - 2003C TAXABLE TIF REF BON					**350.00**
WELLS FARGO BANK	1015946	11/20/2013	INVE1103CTGO, INVE205BGO INVI	387.57.9000.570.90300	400.00
Fund: 387 - G.0. TAX INCR REF, 2005A					**400.00**
WELLS FARGO BANK	1015946	11/20/2013	INVE1103CTGO, INVE205BGO INVI	388.57.9000.570.90300	400.00
Fund: 388 - G.O. TAX INCR REF, 2005B					**400.00**
METZEN APPRAISALS	11/4/13	11/20/2013	PARK DEDICTION	402.44.6000.451.30700	2,300.00
Fund: 402 - PARK ACQ. & DEV. FUND					**2,300.00**
METROPOLITAN COUNCIL ENVIRON SRVCS	11/14/13	11/20/2013	OCT 2013	404.217.2170000	31,655.00
Fund: 404 - SEWER CONNECTION FUND					**31,655.00**
EHLERS AND ASSOCIATES, INC.	347173	11/20/2013	CAPITOL IMPROVEMENT PLAN	405.57.9000.570.30150	1,683.34
EHLERS AND ASSOCIATES, INC.	347173	11/20/2013	CAPITOL IMPROVEMENT PLAN	405.57.9000.570.30150	(0.50)
KENNEDY & GRAVEN	11/11/13	11/20/2013	116991	405.57.9000.570.30440	926.25
Fund: 405 - NORTH SIDE WTR STOR. FAC.					**2,609.09**
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	425.72.5900.725.30420	669.24
MN DEPT OF HEALTH	11/14/13	11/20/2013	COMPLETING VARIANCE REQUES	425.72.5900.725.30700	235.00
Fund: 425 - 2005 IMPROVEMENT FUND					**904.24**
ACE BLACKTOP, INC.	11359	11/13/2013	IGH001	428.72.5900.728.80200	57,419.38
Fund: 428 - 2008 IMPROVEMENT FUND					**57,419.38**
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	431.73.5900.731.30420	1,393.10
Fund: 431 - 2011 IMPROVEMENT FUND					**1,393.10**
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	440.74.5900.740.30420	202.50
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**202.50**
MN PIPE & EQUIPMENT	0304195	11/13/2013	2195	441.74.5900.741.40066	150.37
SOUTH ST PAUL, CITY OF	11/8/13	11/20/2013	NOVEMBER 2013 UTILITY BILLS	441.74.5900.741.40030	49.68
Fund: 441 - STORM WATER MANAGEMENT					**200.05**
HANCE UTILITY SERVICES INC	20208	11/20/2013	RICH VALLEY IRRIGATION	444.74.5900.744.40047	232.75
Fund: 444 - PARK CAPITAL REPLACEMENT					**232.75**
LILLIE SUBURBAN NEWSPAPERS	10/23/13	11/20/2013	001363	446.74.5900.746.50025	81.88
URBAN COMPANIES	PAY VOUCHER N(	11/20/2013	CITY PROJECT NO 2013-06	446.74.5900.746.80300	68,748.74
Fund: 446 - NW AREA					**68,830.62**
EHLERS AND ASSOCIATES, INC.	347173	11/20/2013	CAPITOL IMPROVEMENT PLAN	452.57.9000.570.30150	1,683.33
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					**1,683.33**
EHLERS AND ASSOCIATES, INC.	347173	11/20/2013	CAPITOL IMPROVEMENT PLAN	453.57.9000.570.30150	1,683.33
Fund: 453 - SE QUADRANT TIF DIST 4-1					**1,683.33**
CUB FOODS	7/22/13	11/13/2013	7/22/13	454.43.5500.446.50075	155.89
Fund: 454 - LANDFILL ABATEMENT					**155.89**
ACE PAINT & HARDWARE	17988/5	11/13/2013	501126	501.50.7100.512.60019	13.88
GOPHER STATE ONE-CALL	81529	11/13/2013	MN00435	501.50.7100.512.30700	651.15
GRAYBAR	967917789	11/20/2013	000101705	501.50.7100.512.60016	30.49
HAWKINS, INC.	3531216 RI	11/13/2013	108816	501.50.7100.512.60019	4,546.28
HD SUPPLY WATERWORKS LTD	B720913	11/13/2013	099872	501.50.7100.512.75500	791.65
HD SUPPLY WATERWORKS LTD	B720923	11/13/2013	099872	501.50.7100.512.75500	846.50
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	501.207.2070300	10.76
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	501.207.2070300	4,723.91
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
SOUTH ST PAUL, CITY OF	11/8/13	11/20/2013	NOVEMBER 2013 UTILITY BILLS	501.50.7100.512.40005	482.71
SUBURBAN SERVICES	11/5/13	11/13/2013	11/5/13	501.207.2070300	(20.37)
SUBURBAN SERVICES	11/5/13	11/13/2013	11/5/13	501.50.0000.3813000	(285.84)
WALKER LAWN CARE, INC.	4384	11/20/2013	WATER TOWER	501.50.7100.512.40040	2,755.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WALKER LAWN CARE, INC.	4385	11/20/2013	DICKMAN TRAIL	501.50.7100.512.60016	755.00
XCEL ENERGY	389851886	11/13/2013	51-6098709-7	501.50.7100.512.40010	672.82
XCEL ENERGY	389851886	11/13/2013	51-6098709-7	501.50.7100.512.40020	15,517.71
Fund: 501 - WATER UTILITY FUND					**32,943.20**
AUTOMATIC SYSTEMS CO.	26866S	11/13/2013	INVE01	502.51.7200.514.40042	879.49
DAKOTA CTY TREASURER	11/14/13	11/20/2013	OCT 2013	502.207.2070100	120.00
SOUTH ST PAUL, CITY OF	11/8/13	11/20/2013	NOVEMBER 2013 UTILITY BILLS	502.51.7200.514.40015	391.96
WALKER LAWN CARE, INC.	4383	11/20/2013	WATER DEPT	502.51.7200.514.40043	1,396.00
XCEL ENERGY	389851886	11/13/2013	51-6098709-7	502.51.7200.514.40010	93.87
XCEL ENERGY	389851886	11/13/2013	51-6098709-7	502.51.7200.514.40020	1,114.18
Fund: 502 - SEWER UTILITY FUND					**3,995.50**
ARAMARK UNIFORM SERVICES	629-7869706	11/20/2013	792502342	503.52.8600.527.60045	28.05
ARAMARK UNIFORM SERVICES	629-7865145	11/13/2013	792502342	503.52.8600.527.60045	34.24
BERGERSON-CASWELL INC	16763	11/13/2013	INVERWOO	503.52.8600.527.40050	1,680.00
CHECKVIEW CORPORATION	3000080567	11/20/2013	64035	503.52.8500.526.50055	267.81
DRAFT TECHNOLOGIES	111813101	11/20/2013	GOLF	503.52.8300.524.40042	50.00
GARY'S PEST CONTROL	48472	11/20/2013	GOLF COURSE	503.52.8500.526.40040	69.63
GERLACH OUTDOOR POWER EQUIP	50677	11/13/2013	109606	503.52.8600.527.40042	783.70
MENARDS - WEST ST. PAUL	39158	11/13/2013	30170265	503.52.8600.527.60020	93.34
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	503.207.2070300	(0.54)
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	503.207.2070300	5,274.47
MTI DISTRIBUTING CO	935432-00	11/13/2013	402307	503.52.8600.527.60008	214.46
MTI DISTRIBUTING CO	935438-00	11/13/2013	40237	503.52.8600.527.60008	962.84
MTI DISTRIBUTING CO	935439-00	11/13/2013	402307	503.52.8600.527.60008	213.96
MTI DISTRIBUTING CO	CM0000532	11/13/2013	402307	503.52.8600.527.60008	(1,179.55)
MTI DISTRIBUTING CO	935744-00	11/13/2013	402307	503.52.8600.527.60008	214.46
NAPA OF INVER GROVE HEIGHTS	356593	11/20/2013	400007006	503.52.8600.527.60022	143.12
NAPA OF INVER GROVE HEIGHTS	357308	11/20/2013	40000706	503.52.8600.527.60022	149.95
NATURE CALLS, INC.	20432	11/13/2013	OCT 2013	503.52.8600.527.40065	115.70
REINDERS, INC.	30238515-00	11/13/2013	326799	503.52.8600.527.60035	1,698.90
REINDERS, INC.	3118854-00	11/13/2013	326799	503.52.8600.527.60030	92.31
TDS METROCOM	6514573667	11/20/2013	NOV	503.52.8500.526.50020	285.49
WINFIELD SOLUTIONS, LLC	000058997694	11/13/2013	156650	503.52.8600.527.60020	161.83
WINFIELD SOLUTIONS, LLC	000059005384	11/13/2013	156650	503.52.8600.527.60035	3,630.50
Fund: 503 - INVER WOOD GOLF COURSE					**14,984.67**
LEAGUE OF MN CITIES INS TRUST	26243 A	11/13/2013	9-1-13 - 9-1-14 WORKERS COMP	602.00.2100.415.50009	73,375.75
LEAGUE OF MN CITIES INS TRUST	45208 B	11/13/2013	9-1-13 - 9-1-14 MUNICIPALITY	602.00.2100.415.50010	13,103.50
LEAGUE OF MN CITIES INS TRUST	45208 B	11/13/2013	9-1-13 - 9-1-14 MUNICIPALITY	602.00.2100.415.50010	1,416.92
LEAGUE OF MN CITIES INS TRUST	45208 B	11/13/2013	9-1-13 - 9-1-14 MUNICIPALITY	602.00.2100.415.50011	12,444.25
LEAGUE OF MN CITIES INS TRUST	45208 B	11/13/2013	9-1-13 - 9-1-14 MUNICIPALITY	602.00.2100.415.50012	3,265.67
LEAGUE OF MN CITIES INS TRUST	45208 B	11/13/2013	9-1-13 - 9-1-14 MUNICIPALITY	602.00.2100.415.50015	151.83
LEAGUE OF MN CITIES INS TRUST	45208 B	11/13/2013	9-1-13 - 9-1-14 MUNICIPALITY	602.00.2100.415.50016	1,035.00
LEAGUE OF MN CITIES INS TRUST	45208 B	11/13/2013	9-1-13 - 9-1-14 MUNICIPALITY	602.130.1430000	62,834.33
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	602.00.2100.415.30420	646.50
Fund: 602 - RISK MANAGEMENT					**168,273.75**
ACE PAINT & HARDWARE	517966/5	11/13/2013	501126	603.00.5300.444.40041	2.53
BOYER TRUCKS - MINNEAPOLIS	263539	11/20/2013	C20390	603.00.5300.444.40041	765.42
BOYER TRUCKS - MINNEAPOLIS	263588	11/20/2013	C20390	603.00.5300.444.40041	93.45
CARQUEST OF MSP-ROSEMOUNT	1596-204801	11/20/2013	614420	603.00.5300.444.40041	220.35
CARQUEST OF MSP-ROSEMOUNT	1596-204319	11/13/2013	614420	603.00.5300.444.60012	8.04
CARQUEST OF MSP-ROSEMOUNT	1596-204396	11/13/2013	614420	603.00.5300.444.40041	56.41
CARQUEST OF MSP-ROSEMOUNT	1596-204463	11/13/2013	614420	603.00.5300.444.60012	19.65
CARQUEST OF MSP-ROSEMOUNT	1596-204463	11/13/2013	614420	603.140.1450050	56.85
CARQUEST OF MSP-ROSEMOUNT	1596-204480	11/13/2013	614420	603.00.5300.444.60012	21.91
CARQUEST OF MSP-ROSEMOUNT	CM0000533	11/13/2013	614420	603.00.5300.444.40041	(7.27)
CAT-PERSONAL SAFETY TRAINING	11418	11/20/2013	PUBLIC WORKS	603.00.5300.444.60065	236.69
COMMON SENSE BUILDING SERVICES, INC.	32383	11/20/2013	MONTHLY CONTRACT NOV 2013	603.00.5300.444.40040	292.58
CUB FOODS	7/22/13	11/13/2013	7/22/13	603.00.5300.444.60011	28.57
EHLERS AND ASSOCIATES, INC.	347173	11/20/2013	CAPITOL IMPROVEMENT PLAN	603.00.5300.444.70600	1,300.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW1 110413-3	11/13/2013	INVER GROVE HTS CITY	603.140.1450050	96.19
FACTORY MOTOR PARTS COMPANY	1-4311358	11/13/2013	10799	603.00.5300.444.40041	16.03
FACTORY MOTOR PARTS COMPANY	1-4311358	11/13/2013	10799	603.140.1450050	105.99
FLEETPRIDE	57434344	11/13/2013	501278	603.00.5300.444.40041	462.29
METRO JANITORIAL SUPPLY INC	11012579	11/20/2013	STREET	603.00.5300.444.60011	79.72
METROMATS	7762	11/13/2013	10/17/13	603.00.5300.444.40065	41.15
METROMATS	7609	11/13/2013	10/3/13	603.00.5300.444.40065	41.15
METROMATS	7915	11/13/2013	10/31/13	603.00.5300.444.40065	41.15
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	603.00.5300.444.40042	109.66
POMP'S TIRE SERVICE, INC.	980004097	11/20/2013	4502557	603.00.5300.444.60014	794.86
RED POWER DIESEL SERVICE, INC.	B9460	11/13/2013	11/7/13	603.00.5300.444.40041	991.97

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	0900182604	11/20/2013	STREETS	603.00.5300.444.40065	73.54
UNIFIRST CORPORATION	0900182604	11/20/2013	STREETS	603.00.5300.444.60045	38.88
VARITECH INDUSTRIES, INC.	IN060-1000716	11/13/2013	SHOP	603.00.5300.444.40041	225.33
YOCUM OIL COMPANY, INC.	592213	11/20/2013	11482	603.140.1450060	13,431.88
YOCUM OIL COMPANY, INC.	592214	11/20/2013	592214	603.140.1450060	6,392.00
Fund: 603 - CENTRAL EQUIPMENT					**26,036.97**
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	604.00.2200.416.60005	210.72
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	604.00.2200.416.60010	227.51
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	604.00.2200.416.60010	648.38
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	604.00.2200.416.60010	545.60
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	604.00.2200.416.60010	19.16
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	604.00.2200.416.60010	50.14
S & T OFFICE PRODUCTS	10/31/13	11/13/2013	10/31/13	604.00.2200.416.60010	40.43
US BANCORP EQUIPMENT FINANCE, INC.	240139154	11/13/2013	923425	604.00.2200.416.40050	4,322.60
Fund: 604 - CENTRAL STORES					**6,064.54**
ARCHETYPE SIGNMAKERS	48236	11/13/2013	10/23/13	605.00.7500.460.30700	23,292.00
C-AIRE INC	117274	11/13/2013	55077C	605.00.7500.460.40042	339.06
COMMON SENSE BUILDING SERVICES, INC.	32383	11/20/2013	MONTHLY CONTRACT NOV 2013	605.00.7500.460.40040	3,717.55
HILLYARD INC	600905910	11/13/2013	274069	605.00.7500.460.60011	260.97
HILLYARD INC	700104615	11/13/2013	274069	605.00.7500.460.40042	250.41
HUEBSCH SERVICES	3164319	11/13/2013	100075	605.00.7500.460.40065	114.88
MINNESOTA ELEVATOR, INC	294042	11/13/2013	5395	605.00.7500.460.40040	232.60
P&D MECHANICAL CONTRACTING CO.	9592	11/13/2013	INVER JD	605.00.7500.460.40040	260.00
P&D MECHANICAL CONTRACTING CO.	9593	11/13/2013	INVER JD	605.00.7500.460.40040	1,070.00
SAM'S CLUB	10/23/13 7715090(	11/13/2013	7715090063580633	605.00.7500.460.60011	6.40
ZEE MEDICAL SERVICE	54183238	11/13/2013	11/5/13	605.00.7500.460.60065	121.63
Fund: 605 - CITY FACILITIES					**29,665.50**
CIVICPLUS	143857	11/20/2013	1/1/2/14	606.00.1400.413.30700	2,370.06
MN OFFICE OF ENTERPRISE TECHNOLOGY	DV13100469	11/20/2013	200B00171	606.00.1400.413.30750	311.81
Fund: 606 - TECHNOLOGY FUND					**2,681.87**
ARAMARK REFRESHMENT SERVICES	1095051	11/13/2013	39398	702.229.2286500	99.62
GALLS/QUARTERMASTER	001172848	11/13/2013	5291308	702.229.2291000	499.99
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2284001	1,475.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	40.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	280.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	24.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	468.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	216.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291000	312.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2291701	956.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2292101	90.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2293300	144.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2296501	2,739.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2296601	218.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2297001	205.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2297601	2,774.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2297900	1,028.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2298701	1,847.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2300201	79.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2300601	287.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2301001	432.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2301201	101.00
LEVANDER, GILLEN & MILLER P.A.	10/31/13	11/20/2013	81000E	702.229.2301401	540.00
LILLIE SUBURBAN NEWSPAPERS	10/23/13	11/20/2013	001363	702.229.2283101	26.20
LILLIE SUBURBAN NEWSPAPERS	10/23/13	11/20/2013	001363	702.229.2297201	16.38
MN DEPT OF REVENUE	11/20/13	11/20/2013	OCT 2013	702.229.2291000	34.37
PULTE HOMES	11/6/13	11/13/2013	4033 87TH ST E	702.229.2299800	2,500.00
SUBURBAN SERVICES	11/5/13	11/13/2013	11/5/13	702.229.2294300	1,000.00
Fund: 702 - ESCROW FUND					**18,487.56**
Grand Total					**886,627.91**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAKOTA COUNTY CDA

Meeting Date: November 25, 2013
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving the Development Contract, Storm Water Maintenance Agreement and related agreements for the senior housing project along Cahill Avenue, south of Cheney Trail.

- Requires 3/5th's vote.

SUMMARY

The City Council approved the senior housing project on July 8, 2013. The Development contract and storm water maintenance agreements were still being worked on and not ready when the project was reviewed by Council. The applicant intends on beginning construction next spring.

ANALYSIS

The agreements address the on-site improvements consisting of the two infiltration ponds, site grading, and trail along Cahill and landscaping.

Based on direction from the Council, the CDA is working with the four southern most property owners to work out planting some trees on their property. The CDA did meet with the neighbors earlier this fall and with the delay in construction, the CDA is taking more time to determine the placement and species of the plantings. With the steep topography of the back slope of the property, the actual planting location will occur on site with the actual planting. The CDA anticipates removing some of the scrub trees this early winter, if weather permits, to make the location possibilities more clear.

RECOMMENDATION

Planning Staff: Planning and Engineering Recommend approval of the Development Contract and related documents as presented.

Attachments: Resolution approving the Development Contract and related agreements
Development Contract and related agreements (4)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT AND RELATED AGREEMENTS FOR THE DAKOTA COUNTY CDA SENIOR HOUSING PROJECT

CASE NO. 13-16SZPC
(Dakota County CDA)

WHEREAS, a planned unit development was approved on July 8, 2013 for a senior housing project for property located on the east side of Cahill Avenue, south of Cheney Trail;

WHEREAS, condition No. 4 required the applicant to enter into an agreement with the city relating to an improvement agreement, storm water agreement and other related agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to council approving the project on July 8, 2013 and therefore must be approved by council by separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Development Contract and related documents are hereby approved.

Passed this 25th day of November, 2013.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

DEVELOPMENT CONTRACT

FOR PLAT OF

ARBOR CREST 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

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CITY OF INVER GROVE HEIGHTS

DEVELOPMENT CONTRACT
FOR PLAT OF ARBOR CREST 2ND ADDITION

THIS DEVELOPMENT CONTRACT FOR PLAT OF ARBOR CREST 2ND ADDITION (Development Contract) is made and entered into on the 25th day of November, 2013, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), the installation of storm water facilities and the installation of a public sidewalk; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and

2. The DEVELOPER shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY;

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 DEVELOPER. "DEVELOPER" means Dakota County Community Development Agency, a Minnesota public body corporate and politic.

1.4 OWNER. "OWNER" means Dakota County Community Development Agency, a Minnesota public body corporate and politic.

1.5 PLAT. "PLAT" means the plat of Arbor Crest 2nd Addition comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this instant contract by and among the CITY, OWNER and DEVELOPER.

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

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

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

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

1.12 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Watershed District

e.) Water Management Organization

f.) Metropolitan Council

g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.13 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

b.) pipeline companies.

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.16 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;

b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the

CITY standards and specifications;

c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) breach of the DEVELOPER WARRANTIES.

1.19 **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.

1.20 **DEVELOPER WARRANTIES.** "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

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

B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

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

G. **PLAT COMPLIANCE.** The PLAT and 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. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. The DEVELOPER 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. The warranty period for street and drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

1.21 OWNER WARRANTIES. "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

A. **AUTHORITY.** OWNER has the right, power, legal capacity and authority to enter

into and perform its obligations under this DEVELOPMENT CONTRACT, and no approvals or consents of any persons are necessary in connection with the authority of OWNER to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.

D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

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

G. **PLAT COMPLIANCE.** The PLAT and 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.

H. **FEE TITLE.** OWNER owns fee title to all the land in the PLAT.

1.22 **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 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 DEVELOPMENT CONTRACT.

1.23 **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 / DEVELOPER:	Dakota County Community Development Agency Attention: Mark S. Ulfers, Executive Director 1228 Town Centre Drive Eagan, MN 55123

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

ARTICLE 2
PLAT APPROVAL

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the recitals above, and all other applicable City Code provisions, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 **PLAT DENSITY.** The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the zoning applicable to the platted area.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not obligated to construct any CITY IMPROVEMENTS.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS. The DEVELOPER IMPROVEMENTS shall be completed by the dates shown on Exhibit C, except as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed to the CITY's satisfaction.

4.2 DRIVEWAYS. The driveways within the PLAT shall be private. The DEVELOPER shall grade all boulevards and driveways and other lands as established in the DEVELOPMENT PLANS to CITY approved grades and cross sections.

4.3 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of private driveways and public 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 DEVELOPER.

4.4 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accord with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree to grant to the CITY all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. 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 DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the stipulated date, the CITY may declare the DEVELOPER in default pursuant to Article 14.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards within 30 days (weather permitting) of the completion of driveway related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 SUBDIVISION MONUMENTS. The DEVELOPER shall install all subdivision boundary monumentation within one year from the date of recording the PLAT, or the monumentation shall be installed on a per lot basis at the time the building permit for the subject lot is issued, whichever occurs first. At the end of the one-year period from recording of this DEVELOPMENT CONTRACT, the DEVELOPER shall submit to PWD written verification by a registered land surveyor that the required monuments have been installed throughout the PLAT.

4.7 STREET MAINTENANCE, ACCESS AND REPAIR. The DEVELOPER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to this PLAT resulting from the grading or building on the land within the PLAT by the DEVELOPER or its agents, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal, prior to permanent street surfacing.

4.8 OCCUPANCY. No occupancy of any building in the PLAT shall occur until the public water and sanitary sewer improvements have been installed and the private driveways and parking areas for said buildings within the PLAT have been adequately graded and the gravel sub-base and base course of bituminous and the final wear course of bituminous for the private streets and parking areas for said building have been constructed for said buildings within the PLAT and such improvements have been inspected and approved by the CITY and are determined by the CITY to be available for use.

The final wear course of bituminous pavement for the private streets shall be constructed before final certificates of occupancy are issued and no later than November 15, 2013, whichever occurs first.

4.9 LANDSCAPING. Site landscaping shall be in accordance with the DEVELOPMENT PLANS.

4.10 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the DEVELOPMENT PLANS and shall be subject to approval of the DIRECTOR OF PWD. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1 PARK CONTRIBUTION. The City acknowledges that the park contribution requirements have been previously met.

ARTICLE 6
OTHER PERMITS

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative, shall periodically inspect the work installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, the DEVELOPER agrees to repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the opinion of the CITY.

8.5 **CITY ACCEPTANCE.** The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the ordinances, CITY standards and specifications and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and CITY ordinances, standards and specifications, and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the Storm Water Facilities Maintenance Agreement between the parties. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 **ENGINEERING SUBMITTALS REQUIRED.** One (1) copy, in AUTOCAD format, of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC 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. Two ties to all curb boxes and main-line gate valves.

2. All hydrant gate valves tied back to the hydrant.

3. All ties shall be 100 feet or less.

4. Top nut elevation of all hydrants.

5. Rim and Invert elevations on all Manholes and Catch basins.

6. Apron invert elevations on all Flared End Structures and storm sewer stubs.

7. Invert elevations on all sanitary and water service stubs.

8. Two ties to all sewer and water service locations.

9. Main line stationing for all sanitary sewer wyes and water main corporations.

10. Copy of final plat shall be submitted in an electronic format (see item 12).

11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom and on the side slopes to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be signed by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).

12. 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 9
RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including engineering and reasonable attorneys' fees.

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

ARTICLE 10
DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby

makes and states the DEVELOPER WARRANTIES.

ARTICLE 11
OWNER WARRANTIES

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

12.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs of suffers, which arise out of, result from or relate to:

a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;

b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;

c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

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

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

f.) approval by the CITY of the PLAT;

g.) approval by the CITY of the DEVELOPMENT PLANS;

h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;

i.) construction of the DEVELOPER IMPROVEMENTS;

j.) delays in construction of the DEVELOPER IMPROVEMENTS;

k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have ten (10) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within ten (10) 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 DEVELOPMENT CONTRACT;

b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY;

c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 15 hereof;

d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT;

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

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

14.3 **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 DEVELOPMENT CONTRACT 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.

14.4 **EMERGENCY.** Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a ten (10) day period to cure the DEVELOPER DEFAULT, in the event of an

emergency as determined by the DIRECTOR OF PWD, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the ten (10) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15
ESCROW DEPOSIT

15.1 ESCROW REQUIREMENT. Prior to beginning construction of the DEVELOPER IMPROVEMENTS, the DEVELOPER shall deposit with the CITY an irrevocable letter of credit, cash deposit or other security acceptable to the CITY for the amount stated in Exhibit F.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. 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 DEVELOPER with the terms of this DEVELOPMENT CONTRACT. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

a.) a DEVELOPER DEFAULT; or

b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit F to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on Exhibit F have been constructed and after retaining

10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS.

Periodically, upon the DEVELOPER's written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.20 hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16
MISCELLANEOUS

16.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the OWNER and DEVELOPER hereby waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT CONTRACT.

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

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT CONTRACT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the Council, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT 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 DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, 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 DEVELOPMENT CONTRACT. 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 DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT 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.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

16.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS.

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

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss:
COUNTY OF DAKOTA)

On this 25th day of November, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

DEVELOPER AND OWNER:
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____
Mark S. Ulfers
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared Mark S. Ulfers to me personally known, who being by me duly sworn did say that he is the Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, the entity named in the foregoing instrument, and that said instrument was signed on behalf of Dakota County Community Development Agency by its Executive Director and its Executive Director acknowledged said instrument to be the free act and deed of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF PLAT
OF ARBOR CREST 2ND ADDITION

Real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described as:

> Oulot C, ARBOR POINTE COMMONS, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Cover Sheet	5/6/13	Pioneer Engineering
2.)	Existing Conditions	5/6/13	Pioneer Engineering
3.)	Site Plan	5/6/13	Pioneer Engineering
4.)	Grading and Erosion Control	5/6/13	Pioneer Engineering
5.)	Sanitary Sewer and Watermain	5/6/13	Pioneer Engineering
6.)	Storm Sewer	5/6/13	Pioneer Engineering
7.)	Details (Sheets 8 through 9)	5/6/13	Pioneer Engineering
8.)	Landscape Plan	5/6/13	Pioneer Engineering

The above-listed DEVELOPMENT PLANS were revised on September 5, 2013.

The above-listed DEVELOPMENT PLANS were approved by the City Engineer on September 9, 2013.

The DEVELOPMENT PLANS also include compliance by the DEVELOPER with the conditions set forth in the following memos:

1. Memo from the City Engineer Tom Kaldunski to Associate Planner Heather Botten and City Planner Allan Hunting dated May 28, 2013; and

2. Memo from the City Engineer Tom Kaldunski and Engineering Technician Mike Edwards to Associate Planner Heather Botten and City Planner Allan Hunting dated May 15, 2013.

The memo above-referenced memos are on file with the CITY.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS.

The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	11-15-14, or before certificate of occupancy is issued, whichever occurs first	general site grading, drainage and erosion control
X	11-15-14, or before certificate of occupancy is issued, whichever occurs first	utility service lines for sewer and water
X	11-15-14, or before certificate of occupancy is issued, whichever occurs first	parking lot
X PUBLIC	11-15-14, or before certificate of occupancy is issued, whichever occurs first	storm water facilities (three infiltration basins)
X	11-15-14, or before certificate of occupancy is issued, whichever occurs first	pedestrian trail
X PUBLIC	11-15-14, or before certificate of occupancy is issued, whichever occurs first	sidewalk on Cahill Avenue within right-of-way
X	11-15-14, or before certificate of occupancy, whichever occurs first	landscaping

X	11-15-14, or before certificates of occupancy, whichever occurs first	retaining walls

If a building is completed and has otherwise has been approved for a certificate of occupancy, except for the fact that the landscaping is not completed, and if the building is scheduled to be occupied during the time period from November through April, the CITY may nonetheless issue a certificate of occupancy upon the condition that the DEVELOPER provide a cash escrow to the CITY to assure the completion of the landscaping. In such an instance, the landscaping must be completed no later than June 30. The amount of the additional cash escrow shall be determined by the CITY's Planning Department.

EXHIBIT D
CITY IMPROVEMENTS

The CITY shall not be responsible for construction of any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE PLAT TO BE RECORDED.** Before the CITY allows the PLAT to be recorded, all the following conditions must be satisfied:

a.) DEVELOPER and OWNER must execute this DEVELOPMENT CONTRACT.

b.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

c.) DEVELOPER and OWNER must execute an Encroachment Agreement. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

d.) DEVELOPER and OWNER must execute an Agreement Relating to Senior Housing Requirements for the PLAT. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and the DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already be contained in the engineering inspection escrow made a part of Exhibit F.

f.) All grading plans must be approved by the City Engineer.

g.) The PLAT must be approved by Dakota County.

2.) **BUILDING PERMIT.** No building permit may be obtained until:

a.) All the conditions listed in Paragraph 1 of this Exhibit E are satisfied.

b.) DEVELOPER and OWNER must submit evidence that the following has been recorded:

- Plat of Arbor Crest 2nd Addition
- Development Contract
- Stormwater Facilities Maintenance Agreement
- Encroachment Agreement
- Agreement Relating to Senior Housing Requirements

c.) DEVELOPER must provide the letter of credit for the amount stated on Exhibit F of this Development Contract.

d.) DEVELOPER must provide to the CITY the cash deposit for inspection fees stated on Exhibit F of this Development Contract.

3.) **CONDITIONS TO BE SATISFIED BY NOVEMBER 15, 2014 OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.** By November 15, 2014, or prior to issuance of any certificate of occupancy for any unit in any building within the PLAT, whichever occurs first, all the following conditions must be satisfied:

a.) All the conditions listed in Paragraphs 1 and 2 of this Exhibit E must be satisfied.

b.) All grading, drainage and erosion control for the PLAT shall be completed.

c.) All storm water facilities (including the three infiltration basins) shall be constructed.

d.) The utility service lines for sewer and water shall be constructed.

e.) The parking lot shall be constructed.

f.) The pedestrian trail on the south side of the building shall be constructed.

g.) The sidewalk on Cahill Avenue within the right-of-way shall be constructed.

h.) The retaining walls shall be completed.

i.) All landscaping shall be completed.

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F shall include an appropriate amount as determined by the Director of PWD to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

5.) **CONSENT REQUIREMENTS**. DEVELOPER and OWNER agree that the following elements of development within the PLAT shall not be removed or changed from the DEVELOPMENT PLANS without first obtaining the following consents:

a.)	**Building location**	Consent required by COUNCIL
b.)	**Landscaping**	Consent required by Planning Department
c.)	**Location of Utilities**	Consent required by PWD
d.)	**Parking Areas**	Consent required by COUNCIL

6.) **LIGHTING**. The lighting along the private driveways and parking areas will be private. The OWNER is responsible for all costs of the installation, maintenance, replacement and energy costs.

EXHIBIT F
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	$	
2.)	Utility service lines (sewer and water)	$	
3.)	Storm Sewer Facilities (including 3 infiltration basins)	$	
4.)	Parking lot	$	
5.)	Pedestrian Trail	$	
6.)	Sidewalk on Cahill Avenue within right-of-way	$	
7.)	Landscaping	$	
8.)	Retaining Walls	$	
9.)	Construction Debris Clean-up	$	
10.)	Certified As-Built Plans	$	
SUBTOTAL:		$	
MULTIPLIED BY:			1.25
	EQUALS	**$**	
Escrow Amount		**$**	

EXHIBIT F
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition, the Developer shall deposit $6,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Development Contract.

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

Upon satisfactory completion of the Developer Improvements as determined by the Director of PWD, the City shall return the remaining balance of the Engineering Escrow Amount to the Developer except for $1,625 (25% of the Engineering Escrow Amount). The City shall return to the Developer any remaining portion of the $1,625 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 or maintenance obligations for stormwater facilities exceed the initially deposited $6,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 1, BLOCK 1, ARBOR CREST 2ND ADDITION, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 1, BLOCK 1, ARBOR CREST 2ND ADDITION (Agreement) is made, entered into and effective this 25th day of November, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, and its successors and assigns.

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

> Any existing or future infiltration basins, storm water pipes, ponds, raingardens, drainage areas, conduits, culverts, ditches, catch basins, or approved equal, storm water quality structures or storm water collection appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means the Grading and Erosion Control Plan dated May 6, 2013, revised on September 5, 2013 prepared by Pioneer Engineering and approved by the City Engineer on September 9, 2013. The Storm Water Facility Plan is on file with the City.

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

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

The current Responsible Owner is the Landowner.

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

1.8 Development Contract. "Development Contract" means that certain contract dated November 25, 2013, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Development Contract for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that by November 15, 2014, or prior to the issuance of a certificate of occupancy for the improvements being constructed on the Landowner Property, whichever occurs first, the Storm Water Facilities

shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Development Contract at the sole expense of Responsible Owner.

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

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

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

a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).

b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **Second Generation Water Resources Management Plan dated December 2008,** (as amended from time to time, by amendment of general applicability). The **Second Generation Water Resources Management Plan dated December 2008,** is on file with the City's Director of Public Works; and

c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems and bio-retention systems that the City maintains, as those standards are from time to time amended.

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

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

i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

ii.) With respect to any stormwater pond, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:

a. Any unusual pipe deflection in excess of more than 7% from the design shape; or
b. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
c. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.

iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

iv.) The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a preliminary Operations & Maintenance Plan to the City for review and comment before construction and the preliminary Operations & Maintenance Plan, attached hereto as **Exhibit B**, has been approved by the City as the preliminary Operations & Maintenance Plan. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in number 2 of Exhibit F of the Development Contract is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

v.) The Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;

f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

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

h. The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan;

i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system.

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

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

3.4 **Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set

forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

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

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

maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

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

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

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 **Approval of Development Plans.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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

If to Landowner:
Dakota County Community Development Agency
Attention: Mark S. Ulfers, Executive Director
1228 Town Centre Drive
Eagan, MN 55123

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of November, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____
Mark S. Ulfers
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared Mark S. Ulfers to me personally known, who being by me duly sworn did say that he is the Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, the entity named in the foregoing instrument, and that said instrument was signed on behalf of Dakota County Community Development Agency by its Executive Director and its Executive Director acknowledged said instrument to be the free act and deed of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, Arbor Crest 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
PRELIMINARY OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 1, ARBOR CREST 2ND ADDITION, DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 1, ARBOR CREST 2ND ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 25th day of November, 2013, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Dakota County Community Development Agency, a Minnesota public body corporate and politic (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

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

1.4 **City Easement**. "City Easement" means that certain drainage and utility easement located on the south side of the Subject Land in the southwest corner of the Subject Land.

1.5 **Landowner.** "Landowner" means Dakota County Community Development Agency, a Minnesota public body corporate and politic and its 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:	Dakota County Community Development Agency Attention: Mark S. Ulfers, Executive Director 1228 Town Centre Drive Eagan, MN 55123

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

1.7 **Landowner Improvements.** "Landowner Improvements" means the retaining wall to be constructed on the Subject Land in the City Easement.

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

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

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

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

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

ARTICLE 2
RECITALS

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

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

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

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

a.) The Landowner maintains the Landowner Improvements;

b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.

d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction and Maintenance of Landowner Improvements. By November 15, 2014, or prior to issuance of a certificate of occupancy for the Subject Land, whichever occurs first, Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

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

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

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

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

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

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

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

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

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

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

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

3.9 **Modifications To Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at 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.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of November, 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:
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____
Mark S. Ulfers
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared Mark S. Ulfers to me personally known, who being by me duly sworn did say that he is the Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, the entity named in the foregoing instrument, and that said instrument was signed on behalf of Dakota County Community Development Agency by its Executive Director and its Executive Director acknowledged said instrument to be the free act and deed of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota.

_____
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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 1, Block 1, Arbor Crest 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
CONSTRUCTION PLAN

AGREEMENT RELATING TO SENIOR HOUSING REQUIREMENTS FOR LOT 1, BLOCK 1, ARBOR CREST 2ND ADDITION, DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO SENIOR HOUSING REQUIREMENTS FOR LOT 1, BLOCK 1, ARBOR CREST 2ND ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made and entered into on the 25th day of November, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, (hereinafter referred to as "City"), and Dakota County Community Development Agency, a Minnesota public body corporate and politic, (hereinafter referred to as "Owner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. Owner owns the real property described in Exhibit A (hereinafter referred to as "Subject Land").

Recital No. 2. As a condition of plat approval for the plat of Arbor Crest 2nd Addition, Dakota County, Minnesota, the City required that the Owner impose upon the Subject Land the covenants hereafter contained in this Agreement.

Recital No. 3. The Owner is willing to impose the covenants hereafter contained in this Agreement.

ARTICLE 2
COVENANTS AND AGREEMENTS

2.1 Representation as to Ownership. Owner, for itself, its successors and assigns, does represent and warrant to the City, its successors and assigns, that it is well seized in fee of the Subject Land.

2.2 Covenant Relating to Senior Housing. Owner, for itself, its successors and assigns, does hereby covenant and agree with the City, its successors and assigns, that unless the City Council agrees otherwise in writing or waives this Agreement in writing, the building on the Subject Land shall be used and operated only as a senior housing development (also known as "housing for older persons" and "housing for elderly persons") within the meaning of the Federal Housing For Older Persons Act of 1995, as amended from time to time, and within the meaning of Minnesota Statutes § 363A.21, as amended from time to time.

2.3 Covenant Relating to Number of Units. Owner, for itself, its successors and assigns, does hereby covenant and agree with the City, its successors and assigns, that unless the City Council agrees otherwise in writing or waives this Agreement in writing, the building on the Subject Land shall not contain more than 66 housing units.

2.4 Covenant Prohibiting Subdivision and Prohibiting Additional Principal Buildings. Owner, for itself, its successors and assigns, does hereby covenant and agree with the City, its successors and assigns, that unless the City Council agrees otherwise in writing or waives this Agreement in writing, no additional buildings for any principal use shall be constructed on the Subject Land beyond the building shown on the site plan and final planned unit development plan approved by the City Council by Resolution No. 13-88 dated July 8, 2013.

Owner, for itself, its successors and assigns, does hereby covenant and agree with the City, its successors and assigns, that unless the City Council agrees otherwise in writing or waives this Agreement in writing, the Subject Land shall not be further subdivided.

ARTICLE 3
CITY AGREEMENT

3.1 Approval of Development Plans. The City agrees that if Owner executes this Agreement and if the other conditions set forth in the Development Contract between the parties for the Subject Land are met, the City Council will approve the Development Plans (as identified in the Development Contract) for the Subject Land.

ARTICLE 4
MISCELLANEOUS

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

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 **Consent.** Owner consents to the recording of this Agreement.

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

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

If to Owner:
Dakota County Community Development Agency
Attention: Mark S. Ulfers, Executive Director
1228 Town Centre Drive
Eagan, MN 55123

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

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

IN WITNESS WHEREOF, Owner and City have caused this Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of November, 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:
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By: _____
Mark S. Ulfers
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared Mark S. Ulfers to me personally known, who being by me duly sworn did say that he is the Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota, the entity named in the foregoing instrument, and that said instrument was signed on behalf of Dakota County Community Development Agency by its Executive Director and its Executive Director acknowledged said instrument to be the free act and deed of Dakota County Community Development Agency, a public body corporate and politic organized under the laws of Minnesota.

_____
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described as:

Lot 1, Block 1, Arbor Crest 2nd Addition, Dakota County, Minnesota.

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2013-06 – South Robert Trail (TH 3) Stormwater Facilities Repairs

Meeting Date:	November 25, 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 SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2013-06 – South Robert Trail (TH3) Stormwater Facilities Repairs.

SUMMARY

The repairs were ordered on June 10, 2013. The contract was awarded in the amount of $105,530.50 to Urban Companies, on July 22, 2013 for City Project No. 2013-06 South Robert Trail (TH3) Stormwater Facilities Repairs.

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

I recommend approval of Payment Voucher No. 1 in the amount of $68,748.74 for work on City Project No. 2013-06 South Robert Trail (TH3) Stormwater Facilities Repairs.

TJK/me
Attachments: Pay Voucher No. 1

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (One)

DATE: November 25, 2013

PERIOD ENDING: October 31, 2013

PROJECT NO: 2013-06 South Robert Trail (TH3) Stormwater Facilities Repairs

TO: Urban Companies, LLC
3781 Labore Road
St. Paul, MN 55110

Original Contract Amount	$105,530.50
Total Addition	$0.00
Total Deduction	$0.00
Total Contract Amount	$105,530.50
Total Value of Work to Date	$72,367.10
Less Retained (5%)	$3,618.36
Less Previous Payment	$0.00
Total Approved for Payment this Voucher	$68,748.74
Total Payments including this Voucher	$68,748.74

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 31, 2013.

Signed by: Thomas J. Kaldunski — November 25, 2013
Thomas J. Kaldunski, City Engineer

Signed by: _____ _____
Urban Companies, LLC — Date

Signed by: _____ November 25, 2013
George Tourville, Mayor

Pay Estimate 1
CITY PROJECT 2013-06
SOUTH ROBERT TRAIL (TH3) STORMWATER FACILITIES REPAIR

LINE ITEM	MN/DOT SPEC. NO.	BASE BID ITEM	UNIT	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT PRICE	CONTRACT AMOUNT	TOTAL AMOUNT
		Part 1 - General and Erosion Control						
1	2021.501	MOBILIZATION	LS	1	1	$5,000.00	$5,000.00	$ 5,000.00
2	2573.540	FILTER LOG (FES INLET AND OUTLET PROTECTION)	LF	200	200	$4.00	$800.00	$ 800.00
3	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	LS	2	2	$1,300.00	$2,600.00	$ 2,600.00
4	2123.610	STREET SWEEPER WITH PICK UP BOOM (REGENERATIVE AIR OR HIGH EFFICIENCY)	HRS	10		$140.00	$1,400.00	$ -
		Total Part 1					$9,800.00	**$ 8,400.00**
		Part 2 - Removals						
5	2105.533	REMOVE AND SALVAGE ROCK & SOIL DITCH CHECKS	CY	90	90	$25.00	$2,250.00	$ 2,250.00
6	2104.509	REMOVE CONSTRUCTION ENTRANCE	EA	2	2	$750.00	$1,500.00	$ 1,500.00
7	2104.501	REMOVE FILTER LOG	LF	200		$2.00	$400.00	$ -
8	2104.509	REMOVE OUTLET PROTECTION ON EX. FLARED END SECTIONS (ROTTED SILT FENCE)	LS	1	1	$1,000.00	$1,000.00	$ 1,000.00
9	2101.511	MOWING OR CUTTING OF VEGETATION (CLEARING AND GRUBBING)	AC	1.20	0.75	$3,000.00	$3,600.00	$ 2,250.00
		Total Part 2					$8,750.00	**$ 7,000.00**
		Part 3 - Grading						
10	2105.501	COMMON EXCAVATION (P)	CY	440	505	$20.00	$8,800.00	$ 10,100.00
11	2105.526	SELECT TOPSOIL BORROW SPECIAL ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND AND GRADE 2 ORGANIC COMPOST)	CY	170	133	$27.00	$4,590.00	$ 3,591.00
12	2105.522	GRANULAR BORROW WASHED COARSE SAND FOR INFILTRATION AREAS	CY	275	217	$17.00	$4,675.00	$ 3,689.00
13	2112.501	SUBGRADE SCARIFICATION TO 24"	SF	3700	2542	$0.30	$1,110.00	$ 762.60
		Total Part 3					$19,175.00	**$ 18,142.60**
		Part 4 - Storm Sewer						
14	3247.000	4" HDPE PERFORATED DRAINTILE	LF	570	570	$6.75	$3,847.50	$ 3,847.50
15	2501.569	4" PVC CLEAN OUT W/SCREW CAP	EA	8	8	$350.00	$2,800.00	$ 2,800.00
16	2501.573	INSTALL 4" HEADWALL	EA	3	3	$300.00	$900.00	$ 900.00
17	2501.573	PRECAST CONCRETE MAINTENANCE COLLAR W/DRAINTILE OVERFLOW	EA	5	5	$600.00	$3,000.00	$ 3,000.00
18	2501.569	4" KNIFE VALVE W/ANTI-SEEP COLLAR AND FLEXSTAKE MARKER	EA	3		$300.00	$900.00	$ -
19	2511.501	RANDOM RIPRAP CLIII W/GEOTEXTILE FABRIC	CY	577	307	$68.00	$39,236.00	$ 20,876.00
		Total Part 4					$50,683.50	**$ 31,423.50**
		Part 5 - Restoration						
20	2575.501	SEEDING, MNDOT SEED MIX 310 (MODIFIED) @ 82 LB / ACRE	ACRE	1.20	0.75	$2,300.00	$2,760.00	$ 1,725.00
21	2575.523	EROSION CONTROL BLANKET, CATEGORY 5 (DITCH BOTTOMS)	SY	2660	630	$2.00	$5,320.00	$ 1,260.00
22	2575.523	EROSION CONTROL BLANKET, CATEGORY 2 OR TYPE 3 MULCH DISC ANCHORED (SIDE SLOPES AND OTHER DISTURBED AREAS)	SY	3780	2440	$1.40	$5,292.00	$ 3,416.00
23	2573.550	EROSION CONTROL SUPERVISOR	LS	1	1	$1,000.00	$1,000.00	$ 1,000.00
		Total Part 5					$14,372.00	**$ 7,401.00**
		Part 6 - Other						
24	2564.537	INFILTRATION AREA SIGNAGE	LS	3		$250.00	$750.00	$ -
25	SPECIAL	ADDITIONAL STORMWATER MANAGEMENT ALLOWANCE	LS	1		$2,000.00	$2,000.00	$ -
		Total Part 6					$2,750.00	**$ -**

Contract Amount to Date:	$ 105,530.50	
Contract Work Completed:		**$ 72,367.10**
5% Retainage:		**$ 3,618.36**
Previous Payments:		**$ -**

Amount Due Payment 1:	**$ 68,748.74**

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Drainage and Utility Easement Agreements for an existing storm pipe at 9162 Dalton Court

Meeting Date:	November 25, 2013		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer TJK		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve a Drainage and Utility Easement Agreements for an existing storm pipe at 9162 Dalton Court.

SUMMARY

While reviewing the plans for a proposed house at 9162 Dalton Court, in conjunction with a custom grading agreement, an existing public storm sewer line was found to be outside of the existing easement. The owners agreed to grant an additional easement to cover the existing storm sewer line as a condition of the Custom Grading Agreement approved by the City Council. A drainage and utility easement agreement is attached.

It is recommended that the City Council approve the Drainage and Utility Easement Agreement for 9162 Dalton Court.

TJK/jds
Attachments: Drainage and Utility Easement Agreement

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 25th day of November, 2013, between Brant Grovum and Delilah Grovum, husband and wife (hereinafter referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to her in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

> A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of November, 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

_____
Brant Grovum

_____
Delilah Grovum

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of November, 2013, before me a Notary Public within and for said County, personally appeared Brant Grovum and Delilah Grovum, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public

This instrument 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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

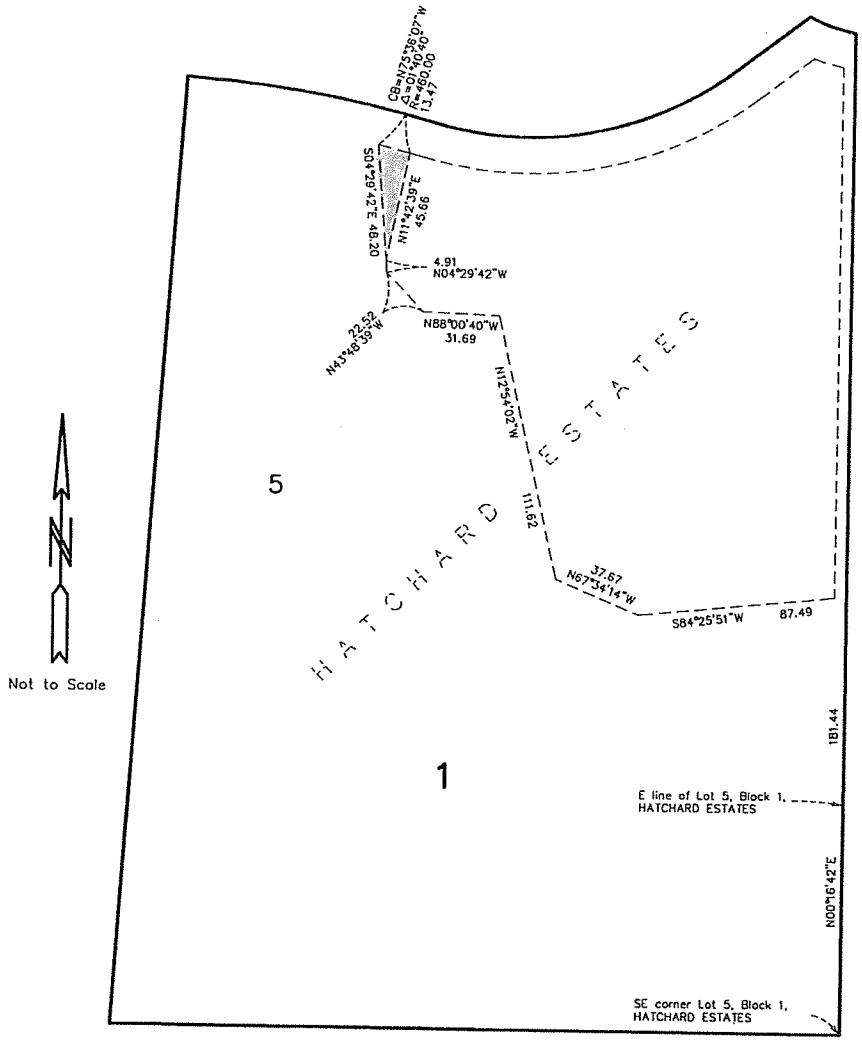
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 5, Block 1, Hatchard Estates, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A **permanent easement** for **utility and drainage purposes and all such purposes ancillary, incident or related thereto**, over, under, across, through and upon that part of Lot 5, Block 1, Hatchard Estates according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the Southeast corner of said Lot 5; thence on an assumed bearing of North 00 degrees 16 minutes 42 seconds East along the East line of said Lot 5, a distance of 181.44 feet; thence South 84 degrees 25 minutes 51 seconds West, a distance of 87.49 feet; thence North 67 degrees 34 minutes 14 seconds West, a distance of 37.57 feet; thence North 12 degrees 54 minutes 02 seconds West, a distance of 111.62 feet; thence North 88 degrees 00 minutes 40 seconds East, a distance of 31.69 feet; thence North 43 degrees 48 minutes 39 seconds West, a distance of 22.52 feet; thence North 04 degrees 29 minutes 42 seconds West, a distance of 4.91 feet to the point of beginning of the line to be described; thence North 11 degrees 42 minutes 39 seconds East, a distance of 45.66 feet; thence northwesterly 13.47 feet along a non-tangential curve concave to the southwest having a radius of 460.00 feet, a chord bearing of North 75 degrees 36 minutes 07 seconds West, and a central angle of 01 degrees 40 minutes 40 seconds; thence South 04 degrees 29 minutes 42 seconds East not tangent to said curve, a distance of 48.20 feet to the point of beginning.



Not to Scale

Proposed Drainage and Utility Easement Legal Description

An easement for drainage and utility purposes lying over, under, and across that part of Lot 5, Block 1, HATCHARD ESTATES according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the Southeast corner of said Lot 5; thence on an assumed bearing of North 00 degrees 16 minutes 42 seconds East along the East line of said Lot 5, a distance of 181.44 feet; thence South 84 degrees 25 minutes 51 seconds West, a distance of 87.49 feet; thence North 67 degrees 34 minutes 14 seconds West, a distance of 37.57 feet; thence North 12 degrees 54 minutes 02 seconds West, a distance of 111.62 feet; thence North 88 degrees 00 minutes 40 seconds East, a distance of 31.69 feet; thence North 43 degrees 48 minutes 39 seconds West, a distance of 22.52 feet; thence North 04 degrees 29 minutes 42 seconds West, a distance of 4.91 feet to the point of beginning of the line to be described; thence North 11 degrees 42 minutes 39 seconds East, a distance of 45.66 feet; thence northwesterly 13.47 feet along a non-tangential curve concave to the southwest having a radius of 460.00 feet, a chord bearing of North 75 degrees 36 minutes 07 seconds West, and a central angle of 01 degrees 40 minutes 40 seconds; thence South 04 degrees 29 minutes 42 seconds East not tangent to said curve, a distance of 48.20 feet to the point of beginning.

* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

DENOTES PROPOSED EASEMENT

SIGNED: PIONEER ENGINEERING, P.A.

BY: _____

Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42299
email-phawkinson@pioneereng.com

Sheet 1 of 1

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

Cad File: 11325900-DU Easement
Folder #: 7597
Drawn by: mdp

Description Sketch for:
McDonald Construction Inc.

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AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Proposals and Accepting Proposal from WSB & Associates, Inc. for Updating the City's Water Resources Management Plan

Meeting Date: November 25, 2013
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving proposals and accepting proposal from WSB & Associates, Inc. for updating the City's Water Resources Management Plan.

SUMMARY

The City is required by Minnesota Statutes 103B.235 to prepare a local water management plan (our Water Resources Management Plan) and to update it per the requirements of Minnesota Rules 8410.0160. The City's Water Resources Management Plan (WRMP) must be approved by both of the Watershed Management Organizations (WMOs) that the City is part of, the Gun Club Lake Watershed Management Organization and the Lower Mississippi River Watershed Management Organization. Per the rules, the City must update its plan within two years of the last update of the WMO plans. The required due date for our WRMP update was September 29, 2013. The City requested, and received, an extension to June 30, 2014 from both WMOs. The extension was requested to allow adequate funding for the task to accrue in the Storm Water Utility Fund.

The City requested proposals for two consulting engineering firms that are part of our technical consulting pool. These firms were selected because of their familiarity with the City's WRMP and the WMO's water management plans. The request for proposals called for the proposals to address only the minimum statutory requirements as part of this update (another, much more comprehensive update will likely be required in 2016-17 due to proposed rule revisions and updated regional storm water design standards).

Both firms have submitted proposals (attached) that meet the necessary requirements.

Barr Engineering Company	$32,600
WSB & Associates, Inc.	$22,960

I recommend that the City Council approve the resolution receiving the proposals and accepting the proposal from WSB & Associates, Inc. in the amount of $22,960. The work will be funded from the Storm Water Utility Fund.

SDT/kf
Attachments: Request for proposals
Proposals (2)
Resolution

Request for Proposals to Update
Inver Grove Heights' Water Resources Management Plan

Background

The City's Second Generation Water Resources Management Plan ("the Plan") was adopted in December 2008. The Plan needs to be updated to meet the requirements of M.S. 103B.235, Subd 1.(a). The Lower Mississippi River Watershed Management Organization's (LMRWMO) Third Generation Plan requires the City to update the Plan within two years of the date the LMRWMO plan was adopted (September 29, 2011). The City requested, and received, an extension to June 30, 2014.

If the Minnesota Rules 8410 revisions that are proposed by the Board of Water and Soil Resources (BWSR) are adopted, the City will need to update its plan again in 2016-2017 to synchronize with the next Comprehensive Plan Update that is due in 2018. Due to that potential schedule, the objective of the this update will be to simply meet the requirements of the current version of Minnesota Rules 8410.0160-.0180, the requirements of the Gun Club Lake Watershed Management Plan and the Lower Mississippi River Watershed Management Organization Plan and the requirements of MS 103B.235.

The current IGH Water Resources Management Plan implementation program includes many of the BMPs from the City's federal storm water permit SWPPP. The City will be revising the SWPPP in 2014 as a part of its permit renewal. The changes to the SWPPP that result from that process will be included by reference in the WRMP update.

The Plan update will focus on the Executive Summary and Sections 1, 3, 4 and 5 of the Plan. No modeling will be done as part of this update. The tables and data in the current plan that were prepared using TP-40 will remain. A qualifying statement will be included that explains the use of the old data instead of updates based on Atlas 14.

Proposal

The proposal submittal shall contain the information requested below:

1. Project Understanding
   Include a summary of the Consultant's understanding of this project and detailed steps to completion.

2. Proposed Project Team and Experience
   - Identify the key project team members and describe their specific roles on the project. Include key team members from sub-consultant firms if any.
   - Describe relevant experience and provide information on at least three (3) reference projects completed in the last six (6) years. Provide references and contact information.
   - Include one-page resumes for key members of project team.

3. Schedule
   Provide a proposed schedule from project initiation to final completion. The schedule should include a listing of key tasks within each phase, key milestones and approximate dates, and deliverables. All deliverables shall be complete and submitted to the City by June 16, 2014.

4. Additional Information
   Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

5. Total Consultant Cost
   The consultant cost should be broke out as follows:
   (a) Proposed costs for each key task and/or phase.
   (b) Hourly rates for all consultant employees who are expected to work on this project.
   (c) Reimbursable costs including detail of service or item and applicable charge per unit.
   (d) Not to exceed cost for the project.

Consultant Selection

Interested parties must submit a written proposal containing all of the items listed above by November 15, 2013. City staff recommendation will be based on evaluation of the following factors:

- Budget/Costs
- Experience and expertise of the identified team members
- Proposed approach to plan completion

Staff will select a Consultant to negotiate a contract as follows:

1. If for any reason, a firm is not able to commence the services in that firm's Proposal within 30 days of the award, the City reserves the right to contract with another qualified firm.
2. The City shall not be liable for any expenses incurred by the Consultant prior to the signing of a contract including, but not limited to, the Proposal preparation, attendance at interviews, or final contract negotiations.
3. The City reserves the right to reject any and all Proposals submittals or to request additional information from any or all of the proposing firms.

Contract Terms and Conditions

Upon selection of a Consultant, an Agreement or Contract for Services shall be entered into by the City and the Consultant. It is expected that the contract will provide for compensation for actual work completed on a not to exceed basis, and the following conditions.

1. Deletions of specific components, such as individual project meetings, will be at the discretion of the City. Payment or reimbursement shall be made based on actual hours worked on the various tasks required for the project plus necessary sub-contractor work (if applicable) and out of pocket expenses. Billing that exceeds the not to exceed amount will not be compensated unless a contract extension has been approved in advance by the City Council.
2. The City shall retain ownership of all documents, plans, maps, reports and data prepared under this proposal.
3. If, for any reason, the Consultant is unable to fulfill the obligations under the contract in a timely and proper manner, the City shall reserve the right to terminate the contract by written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed to that point at the discretion of the Public Works Director.
4. The Consultant shall maintain comprehensive general liability insurance equal to the limits provided in Section 466.04 of the Minnesota Statutes, naming the City as additional insured.

5. The Consultant shall defend, indemnify, and hold harmless the City of Inver Grove Heights, its officials, employees, agents, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Consultant's (including its officials, agents, sub-consultants or employees) performance of the duties required under the contract, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or injury to or destruction of property including the loss of use resulting there from and is caused in whole or in part by any negligent act or omission or willful misconduct of Consultant.
6. The Consultant contract shall be governed by the laws of the State of Minnesota.
7. Project summaries shall be submitted with each invoice during the course of the project. Each summary shall detail the amount billed to date, work items that need to be completed, the estimated costs to complete these tasks and the projected timeline for the completion of the project. Invoices submitted to the City shall include a detailed breakdown of times, personnel, mileage, etc. chargeable for that period.

Scope of Services

Services required of the Consultant are anticipated to commence upon approval of the proposal at the November 25, 2013 City Council meeting, and be completed by June 16, 2014. The following general work tasks and deliverable shall be included in the Consultant's proposal.

1. Anticipated Meetings:
   - Kick-off meeting with City staff
   - Meetings with City staff to review drafts of the Executive Summary and Sections 1, 3, 4 and 5 of the Plan update
   - An open house to receive public input
   - One Gun Club Lake WMO and one Lower Mississippi River WMO Board meeting to present draft
   - One City Council study meeting to present draft
   - One City Council regular meeting to present final plan

2. Deliverables:
   - Draft of updated Executive Summary and Sections 1, 3, 4 and 5
   - Displays for open house
   - Draft plan for submission to WMOs and Met Council (electronic)
   - Final plan for City Council approval. Five hard copies and electronic version formatted for ease of access on City website

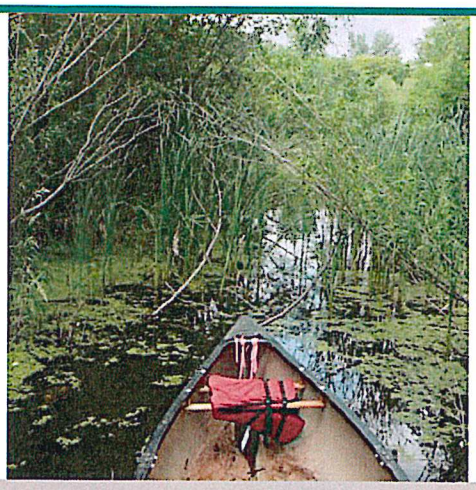
Proposed Schedule

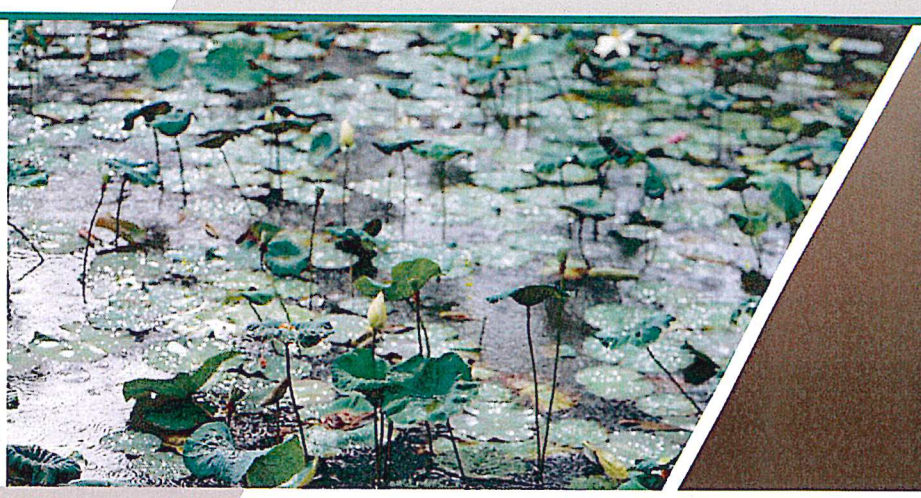
- RFP issued to consultants.....October 25, 2013
- Proposal due date.....November 15, 2013
- Contract award date.....November 25, 2013
- Draft ready for WMO and Met Council review.....March 31, 2014
- Final plan ready for City Council approval.....June 16, 2014

Please submit your proposal to:

Scott D. Thureen, PE
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55076

All proposals must be received at City Hall (8150 Barbara Avenue) no later than 4:00 p.m., November 15, 2013.

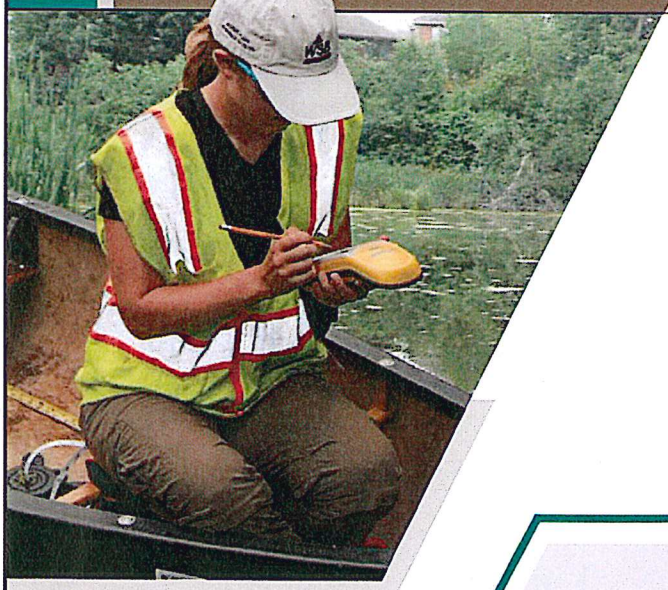




Proposal to Provide an Update to the:

Water Resources Management Plan

November 15, 2013



WSB & Associates, Inc.

701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
Tel: (763) 541-4800 · Fax: (763) 541-1700
wsbeng.com

WSB
& Associates, Inc.
engineering • planning • environmental • construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

November 15, 2013

Scott D. Thureen, PE
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55076

RE: Proposals to Update
Inver Grove Heights' Water Resources Management Plan

Dear Mr. Thureen:

The Inver Grove Heights' Water Resource Management Plan will be an important tool in managing the City's water resources. This local plan update is anticipated to bring the City into compliance with current regulations and protect its water resources. The City knows it will need a major plan update within five years to be in conformance with the City's Comprehensive Plan, which is being developed.

WSB will provide a plan that meets the current regulatory requirements, provides an updated implementation plan, and can easily revised to conform with the City's future comprehensive pan.

WSB & Associates is pleased to submit this proposal to provide professional engineering services for your Water Resources Management Plan Update. We are excited about the opportunity to provide the Inver Grove Heights with a customized plan that is straightforward and easy to implement. We believe that WSB is the right firm to update your Water Resources Management Plan for the following reasons:

- **Building Strong Relationships** – WSB understands the importance of relationships between member cities and the Gun Club Lake and Lower Mississippi River Watershed Management Organizations. Our proposed framework will build on the strengths of the member cities, neighboring subwatersheds, and other agencies to achieve the goals of the City of Inver Grove Heights.
- **Unparalleled Water Resource Management Expertise and Experience** – Staff members at WSB have completed water resource management plans for public entities similar to Inver Grove Heights for more than 28 years, and members of our team have worked together for more than 20 years completing many of these plans. Our project team prepared bot the GCLWMO and LMRWMO Watershed Plans. This gives our team the knowledge to quickly update your plan for conformance with the watershed plans.
- **Integration of Overlapping Regulatory Requirements into the Plan** – WSB's staff has extensive knowledge of regulations that impact cities and watershed organizations. We know what is necessary in order to develop a meaningful water resources management plan. The plan needs to be consistent with US EPA Clean Water Act as it relates to impaired waters, outstanding value resource waters, TMDLs, and anticipated future nondegradation standards. We will integrate all these requirements into one concise plan.

- **Direction on Cost Effective Best Management Practices (BMPs)** – The WSB team prides itself on assisting public entities in the management of water resources by utilizing innovative, cost-effective techniques that have a wide range of benefits. These BMPs and techniques have benefits not just in the area of providing surface water rate control or treatment, but may also incorporate wetland enhancements, habitat management, aesthetic improvements, or enhanced treatment efficiencies.
- **Commitment to Communication** – Our project team is committed to listening to your concerns and working with you to develop solutions to meet your unique needs.
- **Provide a Clear, Easy to Implement and Understand Plan** – Our staff has been developing, constantly refining, and updating the format of our plans over the past 28 years to make them clear, concise, and easy to implement.

WSB proposes to use Jake Newhall as the project manager/main point of contact. Todd Hubmer is proposed to be the principal in charge of the project. Their contact information is:

Jake Newhall, PE – Project Manager
WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
763-231-4861 – Direct
763.541.1700 – Fax
jnewhall@wsbeng.com

Todd Hubmer, PE – Principal
WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
763.287.7182 – Direct
763.541.1700 – Fax
612.360.1282 – Cell
thubmer@wsbeng.com

The estimated costs and conditions, as outlined in the proposal, will be in effect for a minimum of 90 days from the date of submittal of the proposal.

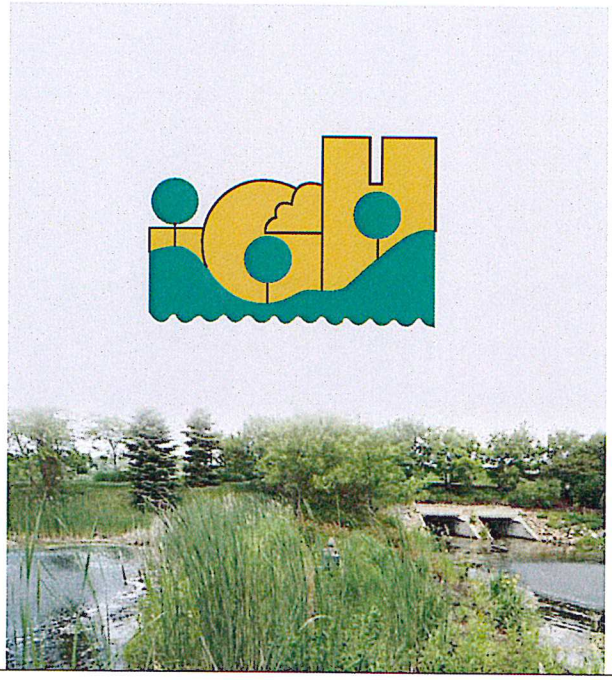
We thank you for the opportunity to be considered for this important project, and we are looking forward to your favorable consideration of WSB to provide an update to the Water Resources Management Plan of which Inver Grove Heights can be proud. Should you have any questions, please do not hesitate to contact us.

Sincerely,

WSB & Associates, Inc.

Jacob Newhall, PE
Project Manager

Todd E. Hubmer, PE
Principal



Proposal to Provide an Update to the:

Water Resources Management Plan

November 15, 2013

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Contact:
Todd Hubmer, PE
(763) 287.7182
thubmer@wsbeng.com

WSB & Associates, Inc.

701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
Tel: (763) 541-4800 · Fax: (763) 541-1700
wsbeng.com

Project Understanding

It is our understanding that the City of Inver Grove Heights is interested in updating its Second Generation Water Resource Management Plan. Based on your RFP, conversations with your staff, and our experience completing these plans in other communities and completing the two watershed management organizations watershed plans located within Inver Grove Heights. We believe the consultant, planning process and completed plans need to provide Inver Grove Heights with the following:

- A stormwater plan that meets the current requirements of Minnesota Rules 8410, the Gun Club Lake Watershed Management Plan, and the Lower Mississippi River Watershed Management Plan.
- A thorough review, identification, and documentation of the water resource management needs, issues, and concerns that are present in the community.
- An updated stormwater implementation plan that takes into account capital improvement projects and studies as well as required SWPPP activities.
- A stormwater plan that is consistent with and as much as possible, incorporates the City's updated SWPPP documents to avoid redundancy and provide a uniform approach.
- A need to bring on a consultant with extensive experience and expertise developing similar plans, knowledge of the most appropriate water resource management options that can address the unique issues within your community, and an ability to provide these services in a cost-effective manner.

The work plan outlined in our proposal does include the services you listed in the RFP along with elements that we feel are necessary for inclusion into the process. We look forward to assisting you with the successful completion of this project.

Work Plan

WSB has prepared a work plan to Update the City's Local Water Resource Management Plan in a way that meets the State Rules and Watershed Requirements. It is the intention of this effort, that when completed, you will have an updated City Water Resource Plan that is consistent with the City's MS4 SWPPP and that outlines an approach and implementation plan that will address stormwater concerns and identify future stormwater management activities to be implemented in your community. The tasks along with a proposed schedule and an estimated cost to complete the work are outlined below.

Task 1 – Collect Available Background Information and Interpret Water Resource Data

This task consists of gathering relevant water resources-related information for the City. A project kick-off meeting with City staff and communication with agencies will facilitate collection of this information. We anticipate collecting the following data:

- Floodplain, bluff, shore land, wetland, erosion control, and other City ordinances related to water resource management, as available.
- Water resource-related agreements
- Climate and precipitation data (Atlas 14 and TP 40)
- Soils information
- Groundwater and well information
- List and description of known water resource problem areas
- City parks, trails, and open space plan
- FEMA's floodplain maps and Letters of Map Amendments
- City's Comprehensive Land Use Plan and land use mapping
- County Water Plan
- National Wetland Inventory mapping
- Previous reports or studies related to storm water management, water quality issues, lake level, or other issues,
- Information related to impaired waters within the City
- Monitoring and modeling data
- Previously developed SWPPP information, plans, and annual reports
- Gun Club Lake WMO and Lower Mississippi River WMO relevant studies or documents (WSB already has the Watershed Management Plans)
- Editable IGH 2nd Generation Plan Documents

Information will also be collected from the following agencies: Minnesota Pollution Control Agency, appropriate county departments, Minnesota Department of Natural Resources, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and other organizations that may be applicable. The information collected will be used to develop the City's plan, as well as be used to develop a water resource library for the City's future use and reference.

The water resource data collected as part of the previous tasks will be analyzed, interpreted, and summarized in the plan to provide an indication of the present status and possible trends concerning surface water resources within the City and to assist in the development of surface water management policies.

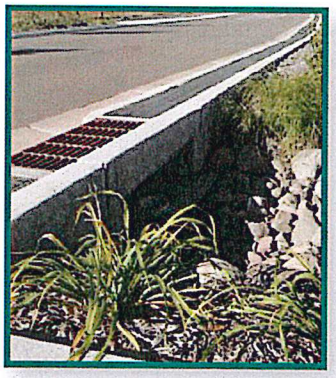
Task 2 – Complete Public Input Process

This task includes holding a public meeting to obtain Plan input for problem areas, implementation plan, education program, and policies. Displays and plan information will be prepared for the open house to facilitate discussion between WSB, City Staff, and meeting participants.

Task 3 – Development of Goals and Policies

Based on the results of the previous tasks and associated analysis, goals and policies for the management of water resources in the City will be updated. These goals and policies will be updated to make sure the City will be in compliance with Federal, State (including MS4), Watershed, and other local requirements. We will provide guidance on suggested goals and policies, and additional input from the City staff, Council, and other stakeholders will be solicited to formulate policies that make sound engineering and planning sense and are appropriate for the community.

More specifically, it is also anticipated goals and policies will be developed for in the following water resource management areas with others being added as needed:



- Water quantity
- Water quality
- Wetlands
- Groundwater
- Erosion and sedimentation
- Wildlife habitat and recreation
- Public participation and education
- Administration

These policies will provide the City with tools to address and manage its water resources in an effective, efficient, and environmentally responsible manner.

Task 4 – Review Storm Water Management Ordinances

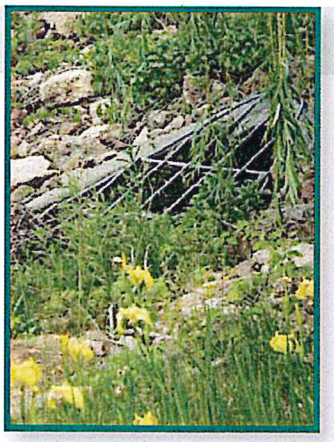
This task includes reviewing and identifying deficiencies in the City's storm water management ordinances that relate to management of water quality and quantity control, erosion control, and other storm water management issues. The issues related to adoption of Atlas 14 will also be reviewed with the city and an approach to address the new information will be developed. Any observed deficiencies will be identified and discussed with the City staff. If new ordinance development is needed, it will be included as an implementation component of the plan and completed at a later time as an additional item to this scope of work.

Task 5 – Identify Problems and Corrective actions

Water resource management problems identified within the City during the public input and data collection process will be outlined and corrective actions for each problem will be developed. It is anticipated that problems may be identified, but not be limited to issues in the following areas:

- Lake, stream, and wetland water quality problems
- Flooding and rate control concerns
- Impacts of water resource management on recreation
- Impacts of water resource management on fish and wildlife resources
- Erosion and sedimentation problem areas
- Impacts of land use practices and development on water resources
- Education program
- Adequacy of existing programs and information
- Potential problems anticipated in the next 20 years

Identified problems will be included in the Plan. Concept level corrective actions for each problem item will be developed, which in some cases may include specifying the need for further study (particularly for complex issues), and incorporated into the implementation plan.



Task 6 – Develop Implementation Plan

An updated implementation plan that contains projects, programs, and studies that are part of the City's stormwater capital improvement plan as well as activities included in the City's MS4 SWPPP program will be developed. For each activity, the implementation plan will generally provide a schedule, the cost to complete, the party responsible to complete the work, and other pertinent information so the City can budget and track progress in these areas, and staff appropriately. It is anticipated this plan will provide a plan looking forward for approximately the next ten years.

Task 7 – Prepare Draft Report

This task focuses on the direct preparation of the draft plan documents. The draft plan will be reviewed with City Staff and presented at separate meetings to the Gun Club Lake WMO, Lower Mississippi River WMO, and the City Council. The plan update will focus on the following sections:

Executive Summary (Section 1)

The Plan shall have a section entitled "Executive Summary", which generally summarizes the content and purpose of the local plan.

Goals and Policies (Section 3)

The Plan will state specific goals and corresponding policies related to the purpose of the Plan and will be consistent with the policies and goals of the regional, state, and federal goals and programs that are currently in place.

Assessment of Problems and Issues (Section 4)

The Plan will contain a concept level summary assessment of existing and/or potential water resource related problems that affect the community along with non-structural, programmatic, and/or structural solutions to the problems.

Implementation Plan (Section 5)

The Plan will include an updated implementation program and supportive documentation that outlines the implementation activities/components developed as part of Task 6. This section also contains funding information and plan amendment procedures.

Other plan sections will be updated as necessary. This includes Land and Water Resource Inventory (Section 2), appendices, references, etc.

Task 8 – Prepare Final Report

This task includes revising the draft plan documents to reflect review comments provided by the Watersheds, Metropolitan Council, and City Council. This task also includes submitting the final plan for approval to the Watersheds and Metropolitan Council. Once approved the final plan will be presented to City Council for formal approval. Final deliverable will include 5 hard copies and electronic version of the Plan.

Proposed Project Team and Experience

Project Team

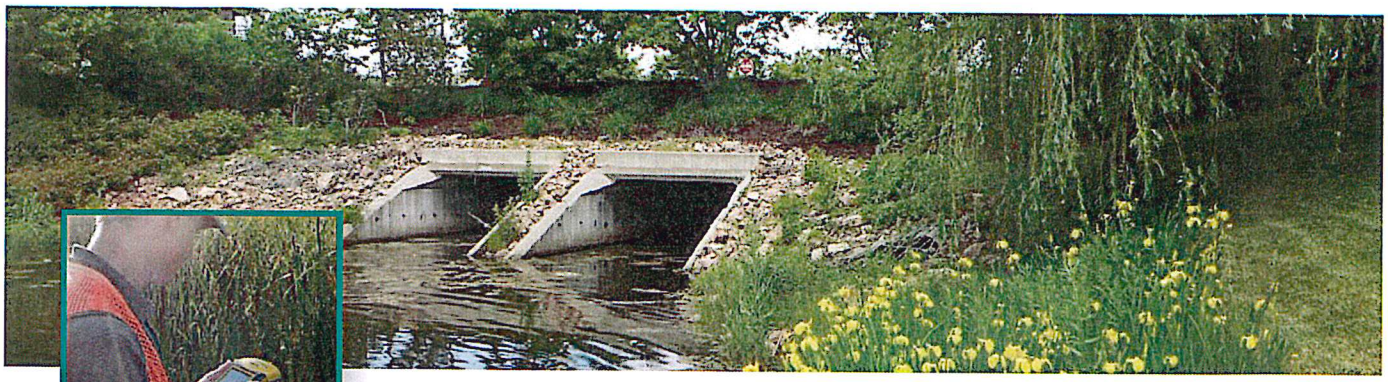
Todd Hubmer, PE
Project Manager

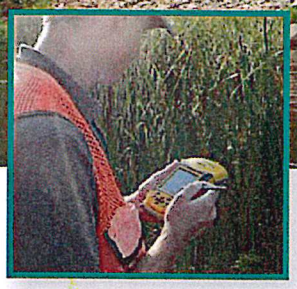
Todd has more than 20 years of experience in the field of water resources engineering. As Project Manager and Project Hydrologist, Todd is responsible for completing hydrologic and hydraulic analyses for drainage systems in a wide variety of water resource, transportation, environmental, and municipal projects. He has been responsible for the development of comprehensive water resource management plans, numerous feasibility studies, preparations of plans and specifications, and construction management. He is also an expert in utilizing numerous water quality and quantity models used in hydrologic/hydraulic analysis.

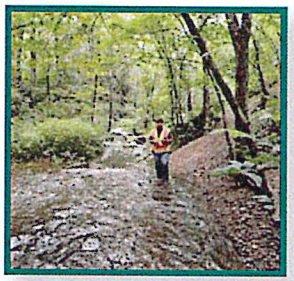
Todd and Jake completed the most current watershed plans for the Gun Club Lake and Lower Mississippi WMOs. This knowledge will allow the WSB team to quickly identify policy gaps and provide alternatives for the City to consider to achieve compliance.

Jake Newhall, PE
Water Resources Engineer

Jake has experience in stormwater modeling and many other types of water resource projects, and is also experienced in construction inspection and surveying. He has worked with many municipalities, including Golden Valley, Afton, Rosemount, Alexandria, Princeton, Chanhassen, and Burnsville. Jake recently completed the Lower Mississippi River WMO Plan.







Bill Alms, EIT
Water Resources Engineer
William is a Project Engineer in our Water Resources Group. He has two years of experience in research and in inspection of residential and municipal storm water sites. William's responsibilities include plan design, hydraulic and water quality modeling, and permit applications for water resource clients.

Pete Willenbring, PE
Project Principal

Pete is a registered professional engineer with more than 30 years of experience providing consulting services to 100+ city, county, state, and federal clients. Pete has expertise in most fields of civil engineering, but is widely recognized to have focused on and developed special expertise in the fields of water resource and environmental engineering, project management, design, and planning.

Over the course of his career, Pete has managed water resource related projects or regulatory programs for more than 50 cities or watershed districts within the Twin Cities metropolitan area. He has reviewed, analyzed, designed, or managed the construction of more than 1,000 projects that were built to manage stormwater runoff rates, volumes, or quality in lakes, streams, or drainage systems throughout Minnesota.

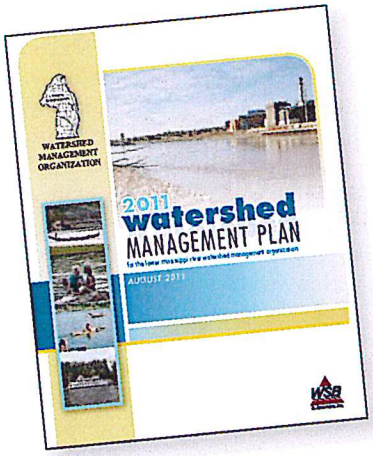
Experience

WATERSHED MANAGEMENT ORGANIZATION

Lower Mississippi River Watershed Management Organization

Watershed Management Plan – 2010

WSB prepared the 3rd Generation Watershed Management Plan for the Lower Mississippi River Watershed Management Organization (LMRWMO). Preparation of the plan included an extensive effort with the Technical Advisory Committee (TAC) and Citizen Advisory Committee (CAC). The TAC was comprised of individuals from the City, County, State, and regulatory agencies. The CACA was made up of residents within the WMO that were interested in learning about and contributing to improving water resource management within the WMO. The LMRWMO had the challenge of balancing current regulations with anticipated regulations in the near future. WSBs project team developed a plan that balanced the current and future needs of the WMO and its member Cities.



"The Board of Managers of the Lower Mississippi River Watershed Management Organization would like to commend and thank you for your excellent work developing the Organization's 3rd Generation Watershed Management Plan. Your professionalism, organization, attention to detail and open accessibility throughout the process was greatly appreciated. Board members found you both articulate and easy to work with – you proved to be especially patient with our questions and were good listeners. The resulting Watershed Management Plan is a product the Organization is proud to use as a guiding document for the next ten years.

We would recommend you both to similar organizations looking for thoughtful, qualified consultants to develop watershed management plans. Thank you, again, for your hard work."
– Mary Lou Sabin, LMRWMO Chair

Reference:
Laura Jester, Administrator, Lower Mississippi River WMO
4100 220th St. West, Suite 102, Farmington, MN
651.480.7784

Staff Responsibilities:

- Project Management – Jake Newhall, Todd Hubmer
- Advisory Committee Meetings – Jake Newhall, Todd Hubmer
- Data Collection – Jake Newhall, Bryan Pittman
- Goals and Policies – Todd Hubmer, Jake Newhall
- Implementation Plan – Todd Hubmer, Jake Newhall
- GIS – Bryan Pittman

Gun Club Lake Watershed Management Organization

Gun Club Lake
Watershed Management Organization

Watershed Management Plan – 2007

WSB provided direction and prepared the GCLWMO 3rd Generation Watershed Management Plan. This plan was unique for the GCLWMO in that it was the first activity undertaken by an entirely new citizen-represented WMO board. The GCLWMO had replaced all WMO board positions that had been held by City staff with residents from each of the member communities. The process involved numerous planning meetings with the new board to share the history of the WMO's role, options for the future roles of the WMO, and a thorough review of the rules and requirements that affect the content and language of the WMO goals, policies, and the final plan contents. The plan was developed to meet all the BWSR requirements with a goal of providing added value to the local governments.

Reference:
Eric Macbeth
Water Resources Coordinator
City of Eagan
3501 Coachman Point Road
Eagan, MN 55122
651.675.5300

Staff Responsibilities:

Data Collection; Land and Water Resource Inventory – Todd Hubmer, Andrea Moffatt
Goals and Policies; Problems and Corrective Actions – Todd Hubmer, Andrea Moffatt
Implementation Plan; Financial Considerations – Todd Hubmer, Andrea Moffatt
Water Quality Modeling – Todd Hubmer
Geographic Information Systems – Bryan Pittman
Wetland Management – Todd Hubmer, Andrea Moffatt

City of South St. Paul

Comprehensive Stormwater Management Plan – 2011

The City of South St. Paul recently updated their Stormwater Management Plan in response to the completion of the Lower Mississippi River Watershed Management Organization 3rd Generation Plan. WSB worked with City staff to update the Plan in conformance with the requirements of the Lower Mississippi River Watershed Management Organization and the needs of the City. This included updating policies, problem areas, and implementation section to help establish a roadmap to assist the City in managing stormwater for the next 10 years.

Staff Responsibilities:

Data Collection; Land and Water Resource Inventory – Todd Hubmer, Jacob Newhall

Goals and Policies; Problems and Corrective Actions – Todd Hubmer, Jacob Newhall

Implementation Plan; Financial Considerations – Todd Hubmer, Jacob Newhall

Hydrologic/Hydraulic Model Analysis – Todd Hubmer, Jacob Newhall

Geographic Information Systems – Jacob Newhall, Bryan Pittman

Wetland Management – Todd Hubmer, Jacob Newhall

Reference:
John Sachi,
South St. Paul City Engineer
125 3rd Avenue North, South St. Paul, MN 55075
651.554.3210

Schedule

WSB is committed to completing this plan according to the schedule outlined in the RFP. This includes completing the draft plan for Watershed and Metropolitan Council review by March 31, 2014 and completing the final plan for Council Approval by June 16, 2014 (assuming only one round of draft review is needed with the Watersheds and Met Council).

Task	2013		2014					
	N	D	J	F	M	A	M	J
Selection of Contractor	●							
1. Collect Background Information (Kickoff Meeting)		●						
2. Public Input (Public Meeting)			●					
3. Develop Goals and Policies (Meeting with Staff)				●				
4. Review Stormwater Ordinances				●				
5. Identifiy Problems and Corrective Actions				●				
6. Develop Implementation Plan (Meeting with Staff)				●				
7. Prepare Draft Report (Meetings with WMOs and Council)				●	●			
8. Prepare Final Report (Approval by Council)						●	●	●

Estimated Cost

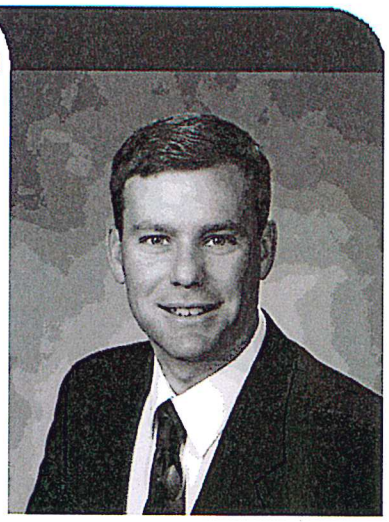
The tasks associated with the completion of the Plan are proposed to be completed and time billed on an hourly basis by the staff listed in the Personnel Section of this proposal. The hours will be billed in accordance with the Fee Schedule we have included as part of this proposal. We propose completing this Water Resource Management Plan Update for a not to exceed cost of $22,960. The cost breakdown by task is shown below:

Task	Estimated Hours	Approximate Billing Rate	Subtotal
1 Collect Background Info			
Todd Hubmer	0	$142	$0
Jacob Newhall	6	$101	$606
Bill Alms	6	$85	$510
Subtotal	**12**		**$1,116**
2 Public Input Process			
Todd Hubmer	4	$142	$568
Jacob Newhall	8	$101	$808
Bill Alms	8	$85	$680
Subtotal	**20**		**$2,056**
3 Goals and Policies			
Todd Hubmer	4	$142	$568
Jacob Newhall	12	$101	$1,212
Bill Alms	12	$85	$1,020
Subtotal	**28**		**$2,800**
4 Review Stormwater Ordinances			
Todd Hubmer	2	$142	$284
Jacob Newhall	2	$101	$202
Bill Alms	8	$85	$680
Subtotal	**12**		**$1,166**
5 Proplems and Corrective Actions			
Todd Hubmer	4	$142	$568
Jacob Newhall	10	$101	$1,010
Bill Alms	12	$85	$1,020
Subtotal	**26**		**$2,598**
6 Develop Implementation Plan			
Todd Hubmer	3	$142	$426
Jacob Newhall	8	$101	$808
Bill Alms	16	$85	$1,360
Subtotal	**27**		**$2,594**
7 Draft Report			
Todd Hubmer	12	$142	$1,704
Jacob Newhall	22	$101	$2,222
Bill Alms	40	$85	$3,400
Subtotal	**74**		**$7,326**
8 Final Report			
Todd Hubmer	8	$142	$1,136
Jacob Newhall	8	$101	$808
Bill Alms	16	$85	$1,360
Subtotal	**32**		**$3,304**
ESTIMATED PROJECT HOURS AND COST	231		$22,960

Full Page Resumes

Todd Hubmer, PE

Vice President/Water Resources Group Manager



Todd has over 15 years of experience in the field of water resources engineering. As Project Manager and Project Hydrologist, Todd is responsible for completing hydrologic and hydraulic analyses for drainage systems in a wide variety of water resource, transportation, environmental, and municipal projects. He has been responsible for the development of comprehensive water resource management plans, numerous feasibility studies, preparations of plans and specifications, and construction management. He is also an expert in utilizing numerous water quality and quantity models used in hydrologic/hydraulic analysis.

Education:
Bachelor of Science in Civil Engineering, Florida Institute of Technology, 1992

Registrations:
Minnesota #24043

Memberships:
American Society of Civil Engineers

North American Lake Management Society

SELECTED PROJECT EXPERIENCE

Storm Water Management and Volume Reduction Projects, City of St. Paul, MN

Todd has played a key role in assisting St. Paul Public Works staff in developing and implementing volume reduction initiatives in the City. These initiatives have helped the City be in compliance with local watershed management policies and improved water quality in key subwatersheds.

- St. Paul Storm Water Management Plan
- Volume Reduction Inventory
- Central Corridor Light Rail Transit Hydraulic Review and Volume Reduction Compliance
- Victoria/St. Albans/Arundel Infiltration Projects
- East Phalen Wetland Enhancement Project

St. Anthony Water Reuse Facility, City of St. Anthony Village, MN

The City Council requested that City staff identify areas to improve their environment through low impact and sustainability initiatives within the City. To reach that goal, Todd developed a plan that reduced pollutant discharges to the Mississippi River and the Rice Creek Watershed District as well as reduced the ground water dependency for irrigation by nearly six million gallons on an annual basis. The constructed water reuse facility provided immediate financial benefits to Hennepin County's Silver Lake Road reconstruction project and the St. Anthony New Brighton School redevelopment.

The water reuse facility takes previously wasted storm water, which was discharged to the Mississippi River and Rice Creek, and waste products from the City's drinking water treatment plant. These two sources are routed into a half a million-gallon underground reservoir system and is used to replace or supplement the irrigation demands for a 20 acre park within the City of St. Anthony Village.

Todd worked closely with the Mississippi WMO to secure nearly 1.2 million dollars in funding, $250,000 from Hennepin County Transportation Department, and $50,000 from the Rice Creek Watershed District for the construction of the project.

The project was completely constructed with funding outside the City of St. Anthony Village with St. Anthony Village managing the construction

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project and being responsible for the future operation and maintenance of the system.

Springbrook Stream and Wetland Restoration, City of Fridley, MN
Todd worked closely with staff at the Springbrook Nature Center, City of Fridley, Six Cities Watershed Management Organization, and the Minnesota Pollution Control Agency in the restoration of Springbrook within the Springbrook Nature Center. The project consisted of restoring the stream meanders and stabilizing the stream bank of Springbrook as it led from the eastern border of the park to the Springbrook wetland. The project also included the construction of a high-flow, bypass storm sewer system to allow the damaging forces of peak flows and flash flows to bypass the newly restored Springbrook Creek and urban development. Costs and resources were managed in a responsible manner to achieve the greatest results within the client's financial means.

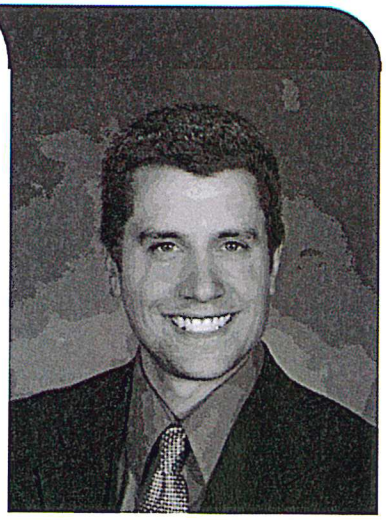
Communication Expertise
Many projects for which Todd has been involved with have required significant education, input, and developing consensus with residence, review agencies, and elected officials. Todd has developed a style that seeks to understand the goals of the client, provide direction on how to apply those goals into actions, and to provide follow-up in developing consistent messages that have been very successful in receiving funding from state, local, and federal entities.

Work with Watershed Management Organizations

- Currently serves as engineer for the Gun Club Lake WMO
- Completed watershed management plans for:
  - Lower Mississippi River WMO
  - Second tier bulleted list, if needed
  - Gun Club Lake WMO
  - Richfield-Bloomington WMO
  - Elm Creek Watershed Commission
  - Pioneer-Sarah Creek Watershed Commission
  - Upper Rum River WMO

Jacob Newhall, PE

Water Resources Project Engineer



Jake has been with WSB's Water Resource Group since graduating from the University of Minnesota in 2006. He has completed many types of water resource projects, including design, construction, planning, modeling, and maintenance programs. Jake has worked with numerous Minnesota municipalities, including Golden Valley, Afton, Rosemount, Alexandria, Princeton, Chanhassen, and Burnsville. He is also experienced in construction inspection and surveying.

SELECTED PROJECT EXPERIENCE

Storm Water Asset Management Program (SWAMP)
Project Manager/Engineer responsible for developing and implementing the Storm Water Asset Management Program (SWAMP). The SWAMP will be utilized by the communities to address MS4 Permit requirements, trigger recommended stormwater facility inspections, and allocate the necessary resources to schedule and perform inspection and maintenance activities. Inspections are performed to calibrate the SWAMP and to help cities determine the degree of maintenance required. Jake has assisted Lakeville, Burnsville, and Woodbury in developing a SWAMP.

Highway 100 Preliminary Water Resource Design, MnDOT, St. Louis Park
Project Manager/Engineer responsible for coordinating and completing the preliminary water resource design for Highway 100 between 36th Street and Cedar Lake Road. Project consisted of developing preliminary plans to collect, convey, and treat stormwater consistent with preliminary MnDOT road design and Watershed/MnDOT stormwater requirements.

Local Surface Water & Watershed Management Plans
Project Manager/Engineer responsible for developing and updating comprehensive local surface water management plans and watershed management plans for:

- Alexandria
- Shakopee
- New Brighton
- Gun Club Lake WMO
- Wyoming
- South St. Paul
- Lower Mississippi River WMO

RockTenn Stormwater Improvement Project, St. Paul, MN
Project Manager/Engineer responsible for coordinating and completing the construction plans, specifications, and permitting for the RockTenn stormwater improvement project. Project consisted of a stormwater treatment basin and underground treatment structure located on a highly impervious industrial site.

Education:
Bachelor of Civil Engineering, University of Minnesota, 2006

Registrations:
Minnesota #49170

Memberships:
American Society of Civil Engineers (ASCE)

Minnesota Surveyors and Engineers Society (MSES)

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Jacob Newhall, PE

Water Resources Project Engineer

Village Green Flooding & Springbrook Nature Center Weir Reconstruction, Fridley, MN
Project Engineer responsible for recommending improvements necessary to address flooding near the Village Green Apartments. Completed preliminary design to reconstruct weirs and construct other stormwater improvements in the Springbrook Nature Center.

Industrial Park Drainage and Water Quality Improvements, Princeton, MN
Project Engineer responsible for recommending improvements necessary to reduce flooding and improve water quality discharged from the industrial park. This included water quality modeling, water quantity modeling, and preparation of a feasibility report outlining multiple improvement options.

Cedar Island Lake Navigation Channel Restoration Project, Stearns County, MN
Project Engineer responsible for completing plans and specifications to restore the navigation channel connecting Cedar Island Lake and Little Cedar Island Lake. Project included permitting work with the DNR and the Sauk River Watershed District.

Harrison Hill & Lake Susan Hills Stormwater Improvements, Chanhassen, MN
Project Engineer responsible for completing feasibility study and design of improvements to reduce flooding of properties adjacent to Harrison Hill Trail. Completed feasibility report to address flooding and stormwater improvements near Lake Susan Hills.

Rupp Drive Water Quality Improvements, Burnsville, MN
Project Engineer responsible for completing feasibility study and design of storm water improvements in the Rupp Drive area. This project included evaluation of the existing stormwater system, preparation of a feasibility report, and completion of plans and specifications to address the need for increased stormwater treatment and improved water quality discharged to Black Dog Lake.

Hydrologic Modeling
Jacob is experienced using HydroCAD, P8, and XPSWMM to help completed water resource planning and design elements.

2007-2009 PMPs, Golden Valley, MN
Construction Inspector responsible for quantities, reports, testing coordination, communication with residents, and overseeing residential reconstruction. Projects consisted of storm sewer, sanitary sewer, watermain, road reconstruction with subcut, piling work, culvert construction, pond construction, dewatering, and restoration.

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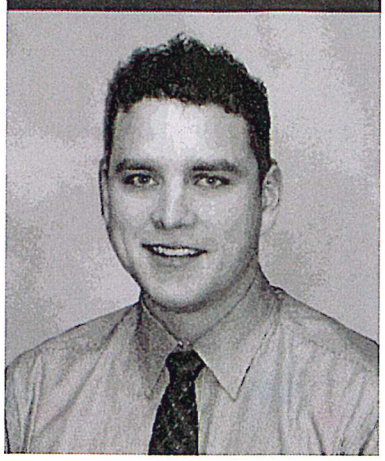
William C. Alms, EIT

Project Engineer Water Resources



William is a Project Engineer in our Water Resources Group. He has two years of experience in research and in inspection of residential and municipal storm water sites. William's responsibilities include plan design, hydraulic and water quality modeling, and permit applications for water resource clients.

SELECTED PROJECT EXPERIENCE

Stormwater Infiltration Monitoring, St. Paul, MN

- Conducted water quantity and quality monitoring in association with computer modeling to quantify efficiencies of underground infiltration systems.

Storm Runoff Simulator, University of Nebraska-Lincoln, Lincoln, NE

- Designed, built, and tested a storm runoff simulator to test the effectiveness of vegetative filter strips

City of Blaine Engineering Department, Blaine, MN

- Performed field inspections on storm water management appurtenances installed within the City's Municipal Separate Storm Sewer System (MS4)
- Assisted in updating storm water utilities on cities GIS Map

TECHNICAL ARTICLES/PRESENTATIONS

- Improved Soil Mixing and Delivery System for a Storm Runoff Simulator" was published in Applied Engineering in Agriculture Vol. 27(4) pages: 579-586.

Education:

Master of Science in Environmental Engineering, University of Nebraska-Lincoln, 2009

Bachelor of Science in Biological Systems Engineering, University of Nebraska-Lincoln, 2007

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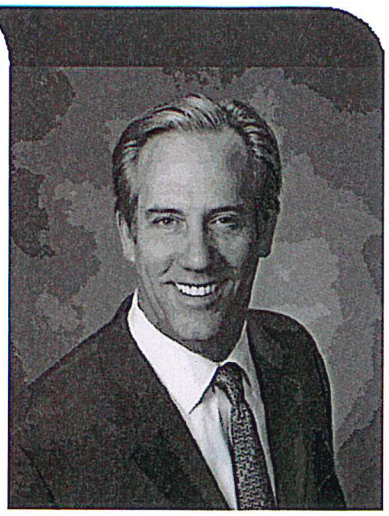
Peter R. Willenbring, PE

Water Resources, Vice President



Pete is a principal and co-founder of WSB & Associates. Since starting the firm in 1995, he has developed and managed the Water Resources and Environmental Engineering Groups and selected day to day operations of the firm. From 1987 to 1995, he served as Manager of the Water Resources Department at OSM and Associates, and from 1980 to 1987 as a Project Manager and then Associate at E.A. Hickok and Associates. Prior to that time, he worked for the U.S. Environmental Protection Agency as an Environmental Engineer in the Surveillance and Analysis Division.

Pete is a registered professional engineer, with over 30 years of experience providing consulting services to over 100 city, county, state, and federal clients. Pete has expertise in most fields of civil engineering, but is widely recognized to have developed special expertise in the fields of water resource and environmental engineering, project management, design, and planning.

Over the course of his career, he has managed water resource related projects or regulatory programs for over 50 cities or watershed districts within the Twin Cities Metropolitan area. He has reviewed, analyzed, designed, or managed the construction of over 1,000 projects that were built to manage stormwater runoff rates, volumes, or quality in lakes, streams, or drainage systems throughout the State of Minnesota.

Pete is a part time instructor at the University of Minnesota, teaching a master's degree course entitled "Water Resource and Environmental Engineering" to graduate students enrolled in the U of M's Master of Infrastructure Engineering Program. He periodically provides expert witness testimony on matters related to storm sewer system design, flooding, and construction management and is a trained civil mediator.

Pete received national recognition in 2010 being selected as the "Water Resource Manager of the Year" by the American Public Works Association.

Education:
Bachelor of Science in Civil Engineering, University of Minnesota, 1980

Registrations:
Minnesota #15998

Memberships:
American Society of Civil Engineers

American Water Resources Association

SELECTED PROJECT EXPERIENCE

Stormwater Management/Planning/Design

- Prepared and assisted clients with the implementation of city-wide stormwater management plans for over 40 communities in the State of Minnesota including the Cities of Hugo, Richfield, St. Anthony, Circle Pines, Coon Rapids, Rosemount, Shakopee, Monticello, and many others. Plans required the development of complex hydrologic and water quality models to define peak discharge rates, flood elevations, and predict the quality of stormwater that would be present within the lakes and streams of the city.
- Developed management policies and programs for dozens of communities and watershed districts that were used to fund improvements and regulate new development, and created a capital improvement plans that listed projects that would be needed to meet plan objectives. Plan implementation generally

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involved designing and constructing storm sewer or open channel drainage systems, dams/impoundments/levees, stormwater treatment facilities, or lake restoration improvements.

- Completed hydrologic feasibility studies of over 100 areas that were experiencing flooding problems, developed plans and specifications for improvements, and provided bidding and construction management services to correct these problems.

Water Quality Management, Planning and Lake Restoration

- Developed Water Quality Management Plan and/or Non-degradation plans for the Cities of Hugo, Circle Pines, Coon Rapids, Maple Grove, Rosemount, Richfield, Shakopee, and others. These documents quantified existing and anticipated future pollutant loadings and outlined a plan to mitigate the water quality impacts that had or would be created by any past or future development.
- Designed, constructed, and operated in multiple locations a portable flocculation treatment system capable of removing in excess of 90% of the phosphorus and other pollutants from stormwater treated by the system. This removal efficiency is significantly higher than the maximum removal efficiency of 50-60 percent commonly anticipated for conventional treatment devices.
- Implemented Golden Lake Water Quality Improvement Demonstration Project in the City of Circle Pines. The project demonstrated the viability and cost effectiveness of using flocculation treatment to reduce phosphorus levels in stormwater runoff.
- Prepared hundreds of permit applications and supportive technical information to agencies such as the Minnesota Department of Natural Resources, the US Army Corps of Engineers, and the Minnesota Pollution Control Agency for work in public waters, wetlands and navigable waters.
- Prepared dozens of environmental assessments for larger scale projects that have the potential for environmental impact. These assessments were completed consistent with the requirements of the Minnesota Environmental Quality Board rules.

Flood Control

- Completed detailed hydrologic analyses, reports, and other supportive documentation needed to correct/update FEMA floodplain maps for dozens of communities in the state of Minnesota.

Wetland Management

- Completed wetland delineation training program administered by the State of Minnesota Board of Water and Soil Resources.
- Prepared dozens of wetland mitigation, wetland replacement and/or wetland banking plans in conformance with regional, state and federal regulations.

Proposal for

Water Resources Management Plan Update

Prepared for the City of Inver Grove Heights

Submitted by Barr Engineering Company
November 15, 2013

BARR

resourceful. naturally.
engineering and environmental consultants

BARR

November 15, 2013

Mr. Scott D. Thureen, PE
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55076

Re: Request for Proposals to Update Inver Grove Heights' Water Resources Management Plan

Dear Mr. Thureen:

Barr is pleased to present our proposal to the City of Inver Grove Heights to update the city's water resources management plan. We believe that Barr is well suited to provide assistance to the city, because of:

- **Our work developing the current (2008) water resources management plan.** Our knowledge of the current plan will allow us to better understand where revisions will (and will not) be needed.
- **Our experience with the Lower Mississippi River Watershed Management Organization (LMRWMO).** As the LMRWMO engineer, we are familiar with the WMO's requirements for the city's plan, and we will put this knowledge to use to update the plan.
- **Our understanding of state requirements.** Our knowledge of the state requirements affecting local water management plans, such as MN Rules 8410 and MN Statutes 103B, means that we are familiar with the review process and requirements for plan content.
- **Our wide range of experience with plan updates.** We have completed plan updates for a number of municipalities and watershed organizations across the state, ranging from minor updates to major updates that required extensive modeling efforts. We will use this experience to provide the city with a plan that meets your needs and complete it within the required schedule.
- **Our long history of service to the City of Inver Grove Heights.** For more than two decades, Barr has assisted the city in addressing water resources issues and development project reviews. This history of service, combined with Barr's consistently high staff retention, allows us to provide a continuity of project staff for the city—project teams that know the issues and where to find relevant information.

We look forward to continuing our partnership with the city through updating the city's water resources management plan. If you have any questions about our proposal, please contact me (952-832-2784 or jherbert@barr.com) or Karen Chandler (952-832-2813 or kchandler@barr.com), the project manager who will work with you on this project.

Sincerely,

James P. Herbert, PE
Principal in Charge
Vice President

Karen Chandler, PE
Project Manager
Senior Water Resources Engineer

Contents

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Project Understanding

Barr will provide an organized approach to the development and approval of the updated Water Resources Management Plan (WRMP) for the City of Inver Grove Heights.

We understand that following the adoption of the city's second generation WRMP, the Lower Mississippi River Watershed Management Organization (LMRWMO) updated their watershed management plan. Minnesota Statute 103B.235, Subdivision 1(a) requires that the city must modify its plan to incorporate the requirements of the updated LMRWMO plan. Although the city is required to update its WRMP within two years of the LMRWMO plan adoption, the city received an extension and must now complete this update by June 30, 2014.

The city's WRMP must also meet the requirements of the current Gun Club Lake Watershed Management Organization (GCLWMO) plan, which was adopted in 2007. Although the GCLWMO is in the process of updating their watershed management plan (and potentially reorganizing), we anticipate that the city's WRMP will need to meet the requirements of the 2007 plan, not the plan that is currently underway.

We further understand that the Board of Water and Soil Resources' (BWSR) proposed changes to Minnesota Rules 8410 would require the city to update their plan again in 2016-2017. The city has indicated their preference to minimize the current WRMP update effort, recognizing that more substantial effort may be needed for the later (2016-2017) WRMP update. Our proposed scope of work focuses on providing only those modifications needed to meet the requirements of the updated LMRWMO plan, the current GCLWMO plan, and the current 8410 Rules. The proposed scope of work also focuses on obtaining LMRWMO, GCLWMO, and city council approval by June 30, 2014.

The implementation program in the current city WRMP incorporates many of the best management practices and other activities from the city's MS4 stormwater pollution prevention program (SWPPP). The city will be revising its SWPPP in 2014 as a part of its MS4 permit renewal, but the SWPPP revision will not likely be completed by the time the city's WRMP is approved and adopted. Therefore, the changes to the SWPPP that result from the renewal process will be included by reference in the WRMP update.

Incorporating these modifications will require changes to the current WRMP's executive summary (section 1) and goals and policies (section 3), assessment of problems and issues (section 4), and implementation program (section 5). A statement regarding the use of the old TP-40/new Atlas 14 storm event depths will also be incorporated into the document. In addition to the data change, the city may want to consider including a statement—or updated map—regarding the recently released soils data from the Natural Resources Conservation Service (NRCS). Because this data shows that there is a change in the potential infiltration rates in the city—a large part of the city that used to be hydrologic group B soils and is now hydrologic group C soils (less infiltration)— the updated WRMP could note how this information may change modeling results.

Scope of Work

The WRMP update process will begin with a review and comparison of the current WRMP to the LMRWMO and GCLWMO plan documents. While we are already familiar with these documents, a review will help prevent topics or issues from being overlooked. We will also coordinate with city and WMO staff regarding the changes/revisions to the WRMP that will be necessary to meet WMO requirements and city needs. We will make modifications to the WRMP, based on the results of this review and coordination. The work scope includes a number of meetings with city staff (conference calls and in person) to review the draft documents. We will also consult with city staff as needed during the drafting of revisions. The following task breakdowns provide additional details for the WRMP update scope of work.

Task 1: Modify sections 3 and 4

This task begins with a thorough review of the LMRWMO plan, the GCLWMO plan, the current 8410 Rules and BWSR's proposed changes to the 8410 Rules, and any proposed changes to the city's SWPPP (if and when available). This review will allow us to identify the changes that need to be made to the city's WRMP. We will then attend a kick-off meeting at the city offices. At this meeting, we will review the project scope and schedule and discuss the types of changes we believe are needed for the WRMP update. Two Barr staff members will attend the meeting.

After the kick-off meeting, we will create draft changes to sections 3 and 4. These changes include, but are not limited to, the following items:

- Review and modification to the infiltration and stormwater treatment requirements
- Incorporation of the low impact development (LID) policies
- Review and modification to the wetland policies

These changes will be reflected in "track changes" mode using Microsoft Word, so the modifications will be easy for city staff to review. Electronic versions of the draft revised sections will be emailed to city staff for review prior to a conference call to discuss the changes. One conference call will be held to discuss the proposed changes before finishing the updated drafts of sections 3 and 4.

Task 1 Deliverables:

- Kick-off meeting with city staff
- Drafts of sections 3 and 4 for city staff to review
- One conference call to discuss WRMP modifications to sections 3 and 4
- Updated drafts of sections 3 and 4

Task 2: Modify section 5 and section 1

Upon completion of the modifications to sections 3 and 4, we will begin modifying section 5 (implementation program) and section 1 (executive summary). During Task 2, we will update section 5 of the WRMP based on the modifications made in Task 1 and any additional programs/activities required by the WMO plans, or as needed by the city. All changes will be shown in "track changes" mode using Microsoft Word, so the modifications will be easy for city staff to review. An electronic

version of the draft section 5 will be emailed to city staff for review prior to a conference call to discuss the changes. One conference call will be held to discuss the proposed changes before finalizing the updated draft of section 5.

After all sections have been updated, modifications will be made to the WRMP's executive summary (section 1). A draft "track changes" version of the WRMP (in electronic format) will be emailed to city staff for review. One final conference call will be held with city staff to discuss the executive summary and any other outstanding questions or issues with the WRMP update.

Task 2 Deliverables:

- Draft section 5 (implementation program) to city staff for review
- One conference call with city staff to discuss section 5
- Draft section 1 (executive summary) to city staff for review
- One conference call with city staff to discuss final modifications
- Updated drafts of sections 1 and 5

Task 3: WRMP review and approval

The WRMP must be approved by the LMRWMO and the GCLWMO before it can be approved and adopted by the city council. The city also wishes to hold a public open house regarding the WRMP. As part of this task, Barr will assist the city in presenting the draft WRMP document at an open house. We will prepare displays for the public open house, and one Barr staff member will attend. We assume the city will plan and facilitate the open house. During a conference call, we will discuss with city staff any comments received at the open house and revise the WRMP document accordingly (assuming only minor revisions will be needed).

We will submit the draft WRMP document (and transmittal letter) to the LMRWMO and the GCLWMO for review and approval, and to Dakota County and the Metropolitan Council for review. The WMOs have 60 days to complete their reviews, which must take into consideration the Metropolitan Council's review comments. The Metropolitan Council and Dakota County have 45 days to complete their reviews. Our cost estimate assumes that an electronic submittal will be sufficient and that no hard copies will need to be prepared. The submittal will be in "track changes" mode to allow reviewers to easily see the proposed changes to the WRMP.

After submittal of the draft WRMP for review, we will present the draft WRMP at a LMRWMO board meeting, at a GCLWMO board meeting, and at a city council study session. We will prepare a presentation regarding the draft WRMP for these three meetings. One Barr staff member will attend each of these meetings and give the presentation.

We will review the comments from the LMRWMO, GCLWMO, Dakota County, and the Metropolitan Council and develop draft responses to the comments (including any needed plan revisions) for city review. We will hold a conference call with city staff to review and finalize the responses, and we will prepare and distribute the response document(s). We assume that any discussion of the comments with reviewers will require only telephone or email discussions (not meetings).

We will revise the WRMP in accordance with the city's response to comments and submit the revised WRMP for approval. Our cost estimate assumes that an electronic submittal will be sufficient and that no hard copies will need to be prepared. Once approved by the LMRWMO and the GCLWMO, the Inver Grove Heights city council must formally adopt the WRMP update. One Barr staff member will present the final version of the WRMP at a city council meeting. After city council adoption, we will provide city staff with five hard copies of the WRMP (not including figures 2-13 through 2-22B) and one electronic version of the full WRMP suitable for placement on the city's website.

Task 3 Deliverables:

- Draft displays for open house to city staff for review prior to public open house
- Displays for public open house
- One Barr staff member to attend the public open house
- Conference call with city staff to discuss comments from open house and needed WRMP revisions (if any)
- Revised draft WRMP (per open house comments) for LMRWMO and GCLWMO review (electronic submittal)
- Draft presentations for the LMRWMO board, GCLWMO board, and city council study session meetings to city staff for review prior to the meetings (a similar presentation for all three meetings)
- One Barr staff member to attend and present the draft WRMP at a LMRWMO board meeting
- One Barr staff member to attend and present the draft WRMP at a GCLWMO board meeting
- One Barr staff member to attend and present the draft WRMP at a city council study session meeting
- Draft document(s) responding to LMRWMO and GCLWMO comments, including any needed WRMP revisions, to city staff for review
- One conference call with city staff to discuss comments, responses to comments, and needed WRMP revisions
- Final response to comments document(s)
- Revised WRMP for LMRWMO and GCLWMO approval (electronic submittal)
- One Barr staff member to attend and present the final WRMP at a regular city council meeting
- Five hard copies of the final WRMP (not including Figures 2-13 through 2-22B) and one electronic version suitable for placement on the city's website, provided to the city upon completion

Project Management

Project management is built into all of the tasks and includes budget/schedule review and QA/QC of all documents (draft and final) before they are submitted to city staff. We will submit project summaries with each invoice. These summaries will include:

- Amount billed to date
- Work items completed to date
- Work items remaining
- Estimated cost to complete remaining items
- Project timeline

Invoices will also include a detailed breakdown of all personnel time and cost for tasks completed and expenses required for the project.

Project Team and Experience

This project will be led from our Minneapolis office and includes team members skilled at water resources management and planning. Below are the key Barr staff who will direct and work on your project. Full resumes are available in Attachment A.

Role: Principal in charge

Jim Herbert — **2013 hourly rate: $160**
Vice President, Senior Civil Engineer
BS, Civil Engineering

Jim has more than 28 years of experience in water resources management, construction, and dam rehabilitation. He leads projects involving urban stormwater management, construction management, dam and structural engineering, environmental compliance, waste management, and wind power. He has assisted owners, watershed management organizations and municipalities' in meeting stormwater permitting requirements for infrastructure improvement projects, new transmission lines and wind turbine installations. For an award-winning storm-sewer interceptor repair project that saved our client $13 million, Jim managed the structural assessment, feasibility study, preliminary engineering, final design, and construction.

Role: Project manager

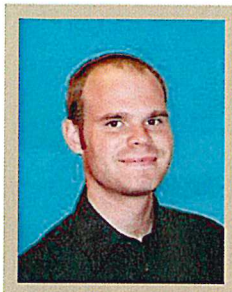
Karen Chandler — **2013 hourly rate: $150**
Senior Water Resources Engineer
MS, Civil Engineering; BS, Civil Engineering

Karen has more than 25 years of experience in water resources management and planning, hydrology, and hydraulics. She works with Minnesota cities and watershed organizations to complete and implement stormwater and watershed management plans. She also assists cities, counties, and watershed organizations with design and construction of stormwater projects as well as hydrologic, hydraulic, and water quality analysis. Karen provides clients with extensive community relations support and assists them with public presentations and facilitation of public processes.

Role: Task manager

Rita Weaver — **2013 hourly rate: $120**
Senior Water Resources Engineer
BS, Civil Engineering

Rita has experience in managing water resources studies and completing development plan reviews, writing management plans for municipalities, floodplain mapping studies, and hydraulic and hydrologic-analysis projects. She is skilled at using numerous computer models (including HEC-HMS, HEC-RAS, XP-SWMM, P8, ArcGIS, and Geo-RAS) and has worked on a wide variety of projects for watershed management organizations.



Role: Technical resource

Greg Williams **2013 hourly rate: $110**
Water Resources Engineer
MSCE, Civil and Environmental Engineering; BCE, Civil Engineering; BA, English (Writing)

Greg provides water resource services to watershed management organizations, industrial clients, and diverse municipal clients, including the cities of Minneapolis, St. Louis Park, Red Wing, Lakeville, North St. Paul, and Willmar. His skills include hydrologic and hydraulic modeling of urban and rural watersheds, water quality modeling, and water management plan development. His experience allows him to successfully investigate and solve issues related to water quality and hydrology as well as complex problems involving interrelated aspects of both fields.

Role: Team member

Abby Morrisette **2013 hourly rate: $85**
Environmental Specialist
BS, Bioproducts and Biosystems Engineering (emphasis: Environmental and Ecological Engineering)

Abby's background encompasses life-cycle assessment techniques, mass and energy balances, biological processing, impaired waters management, and agricultural systems. At Barr, she provides assistance with water resources analysis, feasibility studies for pollution control equipment and processes, environmental permit applications, environmental assessment documents, and regulatory compliance and negotiations.

Additional staff

Barr has a large and diverse staff of engineers and scientists that can be drawn upon at any given time to provide additional services and assure that we stay on task and on schedule. Below is a list of staff that may contribute to this project. Full resumes are available upon request.

Role: GIS

Josh Vosejpka **2013 hourly rate: $65**
GIS Specialist
BS, Geography

Role: Document quality control

Annie Breitenbucher **2013 hourly rate: $95**
Writer, Water Resources
MLS, Liberal Studies; BIS, Individualized Studies (English, journalism, psychology)

Project Experience

Working with city staff, Barr completed the first comprehensive water resources management plan for Inver Grove Heights in 1990. The second generation of that plan, authored with city staff over a five-year period, was approved by the city council in December 2008.

Plan development included hydrologic modeling and preparation of detailed maps that helped the city visualize the landlocked "status" of a large number of its basins. These maps and modeling information are part of the comprehensive plan that also contains an outline of applicable regulations, goals and policies, an assessment of problems and issues, and an implementation program. The plan set the course for the city's management of water resources for the next 10 years.

Barr has completed plan updates for a number of municipalities, ranging from minor updates to major updates that required extensive modeling efforts. Our work with municipalities to update their local water management plans includes the following recent projects where modeling was not performed.

Hastings

Barr worked with Hastings to update its watershed management plan to meet the requirements of the Vermillion River Watershed Joint Powers Organization and the Lower St. Croix Watershed Management Organization and the needs of the city. The plan received WMO approval in 2008. Barr also assisted with the preparation of the city's previous local water management plan.

Reference: Tom Montgomery, 651-480-6188, tmontgomery@ci.hastings.mn.us

St. Louis Park

Barr worked with St. Louis Park to update its surface water management plan to meet the requirements of the Minnehaha Creek Watershed District, Bassett Creek Watershed Management Commission, and the needs of the city. The work included coordinating with the city's planning staff and meetings with Minnehaha Creek Watershed District staff. The plan received WMO approval in 2008.

Reference: Laura Adler (now with the City of Edina), 952-826-0445, ladler@edinamn.gov

Golden Valley

Barr worked with Golden Valley to update its surface water management plan to meet the requirements of the Bassett Creek Watershed Management Commission, the Minnehaha Creek Watershed District, and the needs of the city, including integration with the city's comprehensive planning efforts. The plan received WMO approval in 2008.

Reference: Jeff Oliver, 763-593-8000, joliver@goldenvalleymn.gov

Schedule

Barr has a large and diverse staff of engineers and scientists. While we have listed the core staff who will be involved with this project, we can draw on others at any given time to assure that we stay on task and on schedule. We closely monitor staff workload up to a year in advance and use a workload forecasting and tracking tool that allows us to make sure staff members are available to assist our clients. This helps us to quickly redeploy staff to meet any large, last-minute requests.

Our schedule is based on a contract award date of November 25, 2013 and meets the following deadlines presented in the RFP:

- Final plan ready for city council approval: June 9, 2014
- Final copies of the plan delivered to city staff: June 16, 2014

Our schedule calls for an earlier submittal of the draft WRMP to the LMRWMO, GCLWMO, and Metropolitan Council than called for in the RFP. Our schedule allows time for an additional WMO meeting to approve the WRMP, in case the WMOs have comments that require additional revisions to the WRMP before formal WMO approval. As a result, our schedule shows a March 3, 2014 submittal to the WMOs and Metropolitan Council.

The following schedule lists the key tasks, key milestones and approximate dates, and deliverables. Meetings with the city council and the WMOs are based on the city's and WMOs' regular meeting dates. We are happy to revise the schedule, at the request of the city.

Task & Milestones	Deliverables	Est. Completion Date
1.0 Modify section 3 (goals and policies) and section 4 (assessment of problems and issues)		
a. Kick-off meeting with city staff	▪ Meeting at city offices	Week of December 2, 2013
b. Drafts of Sections 3 and 4 to city staff for review	▪ Electronic drafts of Sections 3 and 4	December 23, 2013
c. Conference call to discuss modifications to Sections 3 and 4	▪ One conference call	Week of December 30, 2013
d. Updated drafts of Sections 3 and 4	▪ Updated drafts of Sections 3 and 4 (electronic)	January 8, 2014
2.0 Modify section 5 (implementation program) and section 1 (executive summary)		
a. Draft of Section 5 to city staff for review	▪ Electronic draft of Section 5	January 20, 2014

Task & Milestones	Deliverables	Est. Completion Date
b. Conference call to discuss draft Section 5	▪ One conference call	Week of January 20, 2014
c. Draft of Executive Summary (Section 1)	▪ Electronic draft of Executive Summary (Section 1)	February 3, 2014
d. Conference call to discuss draft Executive Summary (Section 1)	▪ One conference call	Week of February 3, 2014
e. Updated drafts of Section 5 and Section 1	▪ Updated drafts of Section 5 and Section 1	February 12, 2014
3.0 WRMP review and approval		
a. Draft displays for open house to city staff for review prior to public open house	▪ Draft displays for open house	February 17, 2014
b. Public open house regarding draft WRMP	▪ Displays for public open house ▪ One Barr staff member to attend the public open house	Week of February 24, 2014
c. Conference call with city staff to discuss comments from open house and needed WRMP revisions (if any)	▪ Conference call	Week of February 24, 2014 (day after public open house)
d. Submit draft WRMP to LMRWMO, GCLWMO, and Met Council for review	▪ Revised draft WRMP (per open house comments) for LMRWMO, GCLWMO, and Met Council review (electronic)	March 3, 2014
e. Draft presentations for the LMRWMO board, GCLWMO board, and city council study session meetings to city staff for review prior to the meetings (similar for all three meetings)	▪ Draft presentations	March 24, 2014

Task & Milestones	Deliverables	Est. Completion Date
f. Presentation of draft WRMP at LMRWMO, GCLWMO, city council study meeting	▪ One Barr staff member to attend and present the draft WRMP at a LMRWMO board meeting ▪ One Barr staff member to attend and present the draft WRMP at a GCLWMO board meeting ▪ One Barr staff member to attend and present the draft WRMP at a city council study session meeting	April 9, 2014 – LMRWMO April 16, 2014 – GCLWMO April 7, 2014 – city council study session meeting
g. Draft document(s) responding to LMRWMO and GCLWMO comments, including any needed WRMP revisions, to city staff for review	▪ Updated draft document(s)	April 23, 2014
h. Conference call with city staff regarding draft responses to comments	▪ One conference call	Week of April 28, 2014
i. Submit final responses to comments	▪ Final response to comments document(s).	May 5, 2014
j. Submit revised WRMP for LMRWMO and GCLWMO approval.	▪ Revised WRMP for LMRWMO and GCLWMO approval (electronic submittal).	May 5, 2014
k. City adoption of WMO-approved WRMP	▪ One Barr staff member to attend and present the final WRMP at a regular city council meeting	June 9, 2014
l. Project completion	▪ Five hard copies of the final WRMP (not including Figures 2-13 through 2-22B) and one electronic version suitable for placement on the city's website, provided to the city upon completion	June 16, 2014

Cost

The total not-to-exceed cost for the proposal will be $32,600. The following table breaks down the total cost by task and labor and expenses.

Task	Estimated Hours	Labor Subtotal	Expenses	Total Cost
1.0 Modify sections 3 and 4	109	$11,900	$100	$12,000
2.0 Modify sections 1 and 5	74	$8,100	--	$8,100
3.0 WRMP review and approval	93	$11,900	$600	$12,500
Total	**276**	**$31,900**	**$700**	**$32,600**

Expenses include mileage to meetings at the Internal Revenue Services' standard business mileage reimbursement rate, posters for the public open house, and hard copies of the final document. Attachment B is our copy production rate schedule, which includes our standard rates for copying, printing, and other office expenses.

Attachment A:
Resumes

Experience

Jim Herbert has more than 28 years of experience primarily in the area of water resources management. He has managed projects related to urban stormwater management, construction administration/management, dam and tunnel rehabilitation, and waste management. His project experience includes:

- Serving as principal in charge for Barr's Inver Grove Heights work performed under Barr's current Master Service Agreement with the city.
- Serving as principal in charge and providing engineering services to Bassett Creek Watershed Management Commission. This includes preparing its next-generation watershed management plan; reviewing development proposals for conformance to water quality standards, floodplain and wetland-mitigation criteria, erosion control rules, and other watershed policies; preparing monthly status reports; completing engineering studies and Minnesota Department of Natural Resources (MN DNR) permits; designing hydraulic structures; and performing administrative and management tasks. Flood prevention and water quality improvement efforts on Bassett Creek received a "Seven Wonders of Engineering" award from the Minnesota Society of Professional Engineers.
- Serving as project manager for the Bassett Creek flood-control project. The U.S. Army Corps of Engineers, St. Paul District, selected Barr to design channel improvements and prepare plans and specifications to decrease flood elevations and rectify severe erosion. Barr's responsibilities included the design of concrete channel walls, concrete drop structures, timber-pile debris barriers, riprap channel protection, and railroad bridge modifications.
- Serving as project manager for the structural assessment, feasibility study, preliminary engineering, final design, and construction of the Trout Brook Interceptor repair project in St. Paul for the Capitol Region Watershed District. The project received a "Grand Award" from the American Council of Engineering Companies of Minnesota in January 2010 and a "Seven Wonders of Engineering" award from the Minnesota Society of Professional Engineers in February 2010.
- Serving as principal for several tunnel inspections and rehabilitation projects for the City of Minneapolis. Serving as principal for several bluff stabilization projects along West River Road for Minneapolis Park and Recreation Board.
- Serving as principal and technical resource for the Fruen Mill channel stabilization project along Bassett Creek in the City of Minneapolis for the Minneapolis Park and Recreation Board.
- Evaluating best management practices (BMPs) at several development sites in Capitol Region Watershed District (CRWD). The study determined whether CRWD standards could be met.
- Serving as project manager for the design and construction of a water-quality improvement pond on Flag Avenue in Saint Louis Park, Minnesota. Tasks included preparing plans and specifications and addressing all permitting requirements.

Education

BS, Civil Engineering, University of North Dakota, 1985

Registration

Civil Engineer: Minnesota, Michigan, Wisconsin

KAREN L. CHANDLER, PE
Senior Water Resources Engineer

BARR

Experience

Karen Chandler has over 25 years of experience in water resources management and planning. A major focus of her recent work has been the development of stormwater and watershed management plans for cities and watershed organizations. Karen's experience also encompasses the design and construction of stormwater projects, hydrologic and hydraulic analysis, and a high degree of involvement in community relations, including giving public presentations and facilitating public processes. Karen's projects include:

- City of Inver Grove Heights—Leading the team that prepared the city's water resources management plan, approved in 2008. The project included hydrologic modeling, mapping, and development of the plan document. Worked with the city to update its stormwater and wetland management ordinances. Provided ongoing assistance to city staff to analyze stormwater management impacts of proposed projects. Managed the design and construction of stormwater management projects, including storm sewer, pump station, and other drainage improvements.
- Cities of Minnetonka, Golden Valley, St. Louis Park, Hastings, and North St. Paul—Leading the teams that prepared the updated local water management plans for these cities to meet the watershed management organizations' requirements and the needs of the cities, including coordination with the cities' comprehensive planning efforts. All of these plans received WMO approval in 2008.
- Black Dog Watershed Management Organization— Currently serving as engineer for the WMO. Led the team that updated the WMO's watershed management plan, approved in 2012.
- Grass Lake and Lower Mississippi River watershed management organizations—Preparing second-generation plans for each WMO. Managed the water quality modeling and feasibility studies that were part of implementing the Lower Mississippi River WMO's watershed management plan.
- Cedar River Watershed District—Leading the team that prepared the first watershed management plan for this southern Minnesota watershed district, approved in 2009.
- Ramsey-Washington Metro Watershed District—Facilitating the process for updating the district's watershed management plan, which includes a broad stakeholder engagement process. Led the team that worked with the district to develop its current watershed management plan, approved in 2007.
- Valley Branch Watershed District— Overseeing the team working with the district to update their watershed management plan, which includes a stakeholder engagement process, developing goals and policies, and developing the plan document. Led the team that developed the district's current watershed management plan, approved in 2005. Prepared major plan amendment to incorporate additional area into the watershed district. Served as district engineer from 1988 to 1994.

Education

MS, Civil Engineering, University of Minnesota, 1987

BS, Civil Engineering, University of Minnesota, 1982

Registration

Professional Engineer: Minnesota, Wisconsin

Experience

Rita Weaver has experience in development plan review, floodplain mapping, and hydraulic analysis projects. She is skilled at using numerous computer models—including HEC-HMS, HEC-RAS, XP-SWMM, P8, ArcGIS, and Geo-RAS—and has worked on a wide variety of projects for watershed management organizations. Her experience includes:

- Completing development reviews for the City of Inver Grove Heights, the City of Minnetonka, and the Bassett Creek Watershed Management Commission. Reviewed proposed developments for conformance to municipal or commission guidelines and completed associated hydrologic, hydraulic, or water quality modeling with the proposed developments.
- Managing the development of the Cedar River's surface water management plan. Led HEC-HMS modeling efforts that identified approximately 45 areas across the Cedar River watershed where flows could be reduced. Used geographic information systems (GIS), topographic information, and wetland information to delineate the watershed and identify the 45 study areas and an additional 400 subwatersheds for future study.
- Assisting in the development of water resources management plans for the City of Hastings and Shell Rock River Watershed District. Worked with the city and district in defining their goals and policies to be incorporated into the final WRMPs.
- Working on a watershed management plan for the Upper Sioux River in South Dakota. Computed existing flows in the watershed and studied the potential for reducing flows by 60 to 80 percent. Helped analyze the 400-square-mile watershed and the flow into the river.
- For the Dakota County digital flood-insurance-rate map (DFIRM) project, performed extensive detailed HEC-RAS modeling on the Vermillion River tributaries and the Cannon River tributaries and preliminary mapping to QA/QC the HEC-RAS models.
- Updating the 100-year FEMA floodplain map for the Valley Creek Watershed District. Used ArcView to define the watershed, land uses, and soils and identify road crossings and cross-sections along the creek. Used the data to define the cross-section geometry for each surveyed section. The computer program XP-SWMM, which was once used mainly to model city storm-sewer systems, had just been approved by FEMA for floodplain mapping; Rita was one of the first people in Minnesota to use the program to model a creek.
- Completing a XP-SWMM model for the city of Bloomington, Minnesota. Used ArcView to map storm sewers, manholes, and ponds, as well as to define watersheds, land uses, and soils. Analyzed the 100-year, 24-hour storm and determined flooding areas. The resulting data will be used by the city to update its stormwater-management plan.
- Performing a use-attainability analysis for the Riley-Purgatory-Bluff Creek Watershed District. Used ArcView GIS software to prepare input into the P8 water-quality model and define watersheds, land use, and soils and identify pond areas to model. Used the output to determine how much total phosphorus went into several lakes in the district. Created models for two scenarios that would lessen the amount of phosphorus entering the lakes.

Education BS, Civil Engineering, University of Minnesota, 2002

Registration Professional Engineer: Minnesota

Certification Certified Floodplain Manager

STERLING GREG WILLIAMS, JR., PE
Water Resources Engineer

BARR

Experience

Greg Williams provides water resource services to watershed management organizations, industrial clients, and diverse municipal clients, including the cities of Minneapolis, St. Louis Park, Red Wing, Lakeville, North St. Paul, and Wilmar. His skills include including hydrologic and hydraulic modeling of urban and rural watersheds, modeling water quality, and developing water management plans. His experience allows him to successfully investigate and solve issues related to water quality and hydrology, as well as complex problems involving interrelated aspects of both fields. Examples of his project work at Barr include:

- Contributing the Bassett Creek Watershed Management commission plan update (ongoing). Work to date has included collaborating with a Plan Steering Committee, developing goals and policies, summarizing available data, and writing Plan sections.
- Contributing to the Valley Branch Watershed district plan update (ongoing). Work to date has included serving as the project manager, soliciting stakeholder input, and organizing a workshop to identify and prioritize issues.
- Writing portions of a stormwater manual for the City of Minneapolis. Work included documentation of erosion and sediment control and stormwater management requirements.
- Writing a major plan amendment to the Valley Branch Watershed District's watershed management plan. Work included revising the existing Plan to incorporate new areas and the associated policies, issues, and implementation items.
- Writing portions of the Black Dog Watershed Management Organization's watershed management plan. Work included updating the WMO's goals and policies and summarizing major issues of concern to the WMO and its member cities.
- Developing a surface-water management plan for the City of Albert Lea and the Shell Rock River Watershed District. Work included documenting studies and analysis, summarizing goals and policies, identifying roles and responsibilities, and discussing plan implementation.
- Writing portions of the City of St. Louis Park's surface-water management plan. Work included developing and summarizing the city's goals and policies, current regulations and controls, adequacy of current standards, and plan implementation.
- Writing portions of the City of North St. Paul's surface-water management plan. Work included developing and summarizing the city's goals and policies, current regulations and controls, adequacy of current standards, and plan implementation.
- Playing a key role in the development of a comprehensive stormwater-management plan for the City of Lakeville. Work included conducting a hydrologic characterization of the city as well as collecting and analyzing historical water-quality data.
- Writing a portion of the watershed management plan for the City of Hastings. Wrote plan sections summarizing goals and policies, current regulations, and plan implementation.

Education

MSCE, Civil and Environmental Engineering, University of Washington, 2005

BCE, Civil Engineering, University of Minnesota, 2003

BA, English (writing), University of Minnesota, 2003

Registration

Professional Engineer: Minnesota

Experience

Abby joined Barr after earning a bachelor's degree in bioproducts and biosystems engineering, for which she completed coursework related to TMDL analysis, limnological field methods, wastewater treatment, and water quality modeling. Her background encompasses life-cycle assessment techniques, mass and energy balances, biological processing, impaired-waters management, and agricultural systems. At Barr, Abby provides assistance with:

- Water resources analysis
- Feasibility studies for pollution-control equipment and processes
- Applications for environmental permits
- Documents for environmental assessments
- Stormwater planning.
- Regulatory compliance and negotiations
- Corporate compliance management

Abby joined Barr full time after completing an internship with our firm. Since then, her responsibilities have included:

- Conducting stormwater and wetland compliance inspections
- Watershed management organization planning
- Performing environmental audits
- Staffing two ethanol plants as the facilities' environmental manager. This involved directly embedding in the plant and interfacing with all aspects of production to ensure environmental compliance
- Preparing an MPCA environmental assessment worksheet for a proposed anaerobic digestion facility in southern Minnesota
- Testing wastewater samples for process optimization
- Completing emission inventory calculations

As an intern at a Twin Cities wastewater treatment plant, Abby worked on optimizing a biological phosphorus-removal process. The project involved applying biokinetic modeling and ecological principles to the process, as well as identifying strategies to improve plant performance without modifying existing infrastructure.

As a student, Abby worked in a cereal-disease lab at the U.S. Agricultural Research Service.

Education

BS, Bioproducts and Biosystems Engineering (emphasis: environmental and ecological engineering), University of Minnesota, 2012

Attachment B:
Copy Production Rate Schedule

BARR

Copy Production Rate Schedule—2013

Companywide
Rev. 01/01/13

Description	Rate (U.S. dollars)
Reproduction	
Photocopies (8½ x 11, 8½ x 14, 11 x 17)	0.07
Color Copies (8½ x 11, 8½ x 14, 11 x 17)	0.50
Large-Format B&W Copies/Plots (22 x 34, 24 x 36, etc.)	1.00
Printing/Plotting	
Color Prints (8½ x 11, 8½ x 14, 11 x 17)	0.75
Large-Format Color Plots (22 x 34, 24 x 36, etc.)	
Bond	2.00/sq. ft.
Photo Grade	4.00/sq. ft.
Other	
Fax	0.75
Binding (dependent on size)	2.50-8.25
CD Holders	0.90
Tabs	0.75

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION RECEIVING PROPOSALS AND ACCEPTING PROPOSAL FROM WSB & ASSOCIATES, INC. FOR UPDATING THE CITY'S WATER RESOURCES MANAGEMENT PLAN

WHEREAS, the City is required by Minnesota Statutes 103B.235 to prepare a local water management plan and to update it per the requirements of Minnesota Rules 8410.0160; and

WHEREAS, the plan must be updated by June 30, 2014; and

WHEREAS, proposals were requested, and received, from two firms for preparation of the plan update; and

WHEREAS, based on the experience of the firm, the scope and the associated fee for the proposed services, it was decided that WSB & Associates, Inc. be selected for this task; and

WHEREAS, there are sufficient funds in the Storm Water Utility Fund for the project.

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

1. The proposals for the updating of the City's Storm Water Resources Management are received.

2. Authorization is hereby given to execute a professional service agreement with WSB & Associates, Inc. for such engineering services, in the amount of $22,960, for this project.

3. Funding for this work is to be from the Storm Water Utility Fund.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

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

Consider Approval of 2014 Park and Recreation Department Fees

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Al McMurchie	[ ]	FTE included in current complement
	Bethany Adams	[ ]	New FTE requested – N/A
	Tracy Petersen	[X]	Other

PURPOSE/ACTION REQUESTED
It is recommended that the Council approve the attached fees for Parks & Recreation.

SUMMARY
Attached is a copy of the 2014 proposed fees for Parks & Recreation. Highlights of the changes are as follows:

Recreation
- There are no significant fee increases proposed

VMCC/Grove
- There are no significant fee increases proposed

Inver Wood
- Fee increases range from $0.50 - $1.00 on various items

The Park and Recreation Commission review the fees on November 13, 2013 and is recommending approval.

CITY
OF
INVER GROVE HEIGHTS

2014 PROPOSED FEES
PARKS & RECREATION DEPARTMENT

RECREATION

INVER WOOD GOLF COURSE

VETERANS MEMORIAL COMMUNITY CENTER

Parks & Recreation

Item	Frequency	2013 Resident	2013 Non-Res	2014 Resident Proposed	2014 Non-Res Proposed
Park Shelters *	Per 5 hour block	$55	$75	$55	$75
Picnic Kit *	NA	$12	$22	$12	$22
Volleyball Kit *	NA	$22	$40	$22	$40
Bocce Ball Set *	NA	$22	$40	$22	$40
Croquet Set *	NA	$12	$22	$12	$22
Tug-o-War Rope *	NA	$6	$12	$6	$12
Horseshoe Kit *	NA	$6	$12	$6	$12
Additional trash barrels/picnic tables	NA	$25	$35	$25	$35
Outdoor Ice Rink *	Per hour	$25	$35	$25	$35
Outdoor Ice Rink w/attendant *	Per hour	$35	$45	$35	$45
Outdoor Rink Lights	Per hour	$40	$60	$40	$60
Neighborhood Park/School Athletic Field	Per use	$35	$45	$35	$45
Tennis Courts	Per Hour/Court	$3	$5	$3	$5
Rich Valley Baseball Field (youth)	Per gm/practice	$70	$90	$70	$90
Rich Valley Baseball Field (adult)	Per gm/practice	$85	$105	$85	$105
Rich Valley Softball Field	Per gm/practice	$50	$75	$50	$75
Rich Valley Soccer Field (youth)	Per gm/practice	$70	$90	$70	$90
Rich Valley Soccer Field (adult)	Per gm/practice	$85	$105	$85	$105
Rich Valley Soccer ½ Field	Per gm/practice	$40	$50	$40	$50
Rich Valley Lights	Per hour	$40	$60	$40	$60
Rich Valley Field Tournament Fee	Per field/day	$175	$200	$175	$200
Rich Valley Tournament Vendor Fee	Per Weekend	$50	$50	$50	$100
Rich Valley Concession Stand	Per Weekend	$250	$250	$250	$250
Rich Valley Additional Maintenance Service- staff, equipment and supplies (4 fields or less)	Per hour	$50	$60	$50	$60
Rich Valley Additional Maintenance Service- staff, equipment & supplies (5 fields or more)	Per hour	$70	$80	$70	$80
Rich Valley Additional Maintenance Service-labor & supplies	Per hour	$40	$50	$40	$50
IGH Baseball, Softball & Soccer Association Tournament Fee	Per field/day	$75	$75	$75	$75
Local Athletic Assoc. User Fee	Per Player	$10	$15	$10	$15
Disc Golf Annual Pass	Per year	$30	$40	$30	$40
Disc Golf Daily Pass	Daily	$5	$5	$5	$5
Disc Golf Tournament	Per day	$200	$200	$200	$200
Disc Golf Tournament	Per Weekend	$500	$500	$500	$500
Mountain Bike Course	Per Day			$500	$500

- *Requires damage deposit
- **Fee replaces the agreement that expired in 2009 to build Rich Valley Athletic Complex. Revenue generated can be used on a project that would benefit youth athletics and the City. The project would be agreed upon between staff and the association and approved by the Council.
- Fees include tax
- Manager has discretion to negotiate off peak time usage rates

Inver Wood Golf Course

Item	Frequency	2013 Resident	2013 Non-Res	2014 Resident Proposed	2014 Non-Res Proposed
Pull Cart Rental	Per Round	$3.75		$3.75	
Patron Card	Per Season	$25	$40	$30	$45
Driving Range Balls-Large	Per Bucket	$8		$8	
Driving Range Balls-Medium	Per Bucket	$5		$5	
Weekday	18 Hole Green Fee	$30		$31	
Mon - Thur	9 Hole Green Fee	$17		$17.50	
7 am to 5 pm	Patron 18 Green Fee	$25		$26	
Sat - Sun	Patron 9 Green Fee	$15		$15.50	
Noon to 5 pm	Sr/Jr 18 Green Fee	$20		$20.50	
	Sr/Jr 9 Green Fee	$11		$11.50	
	Executive Green Fee	$14		$14.50	
	Patron Exec Green Fee	$11		$11.50	
	Sr/Jr Exec Green Fee	$9		$9.50	
Weekend	18 Hole Green Fee	$39		$40	
Friday	9 Hole Green Fee	$24		$25	
Noon to 5 pm	Patron 18 Green Fee	$32		$33	
Sat - Sun	Patron 9 Green Fee	$18		$18.50	
6 am to Noon	Sr/Jr 18 Green Fee	$24		$25	
	Sr/Jr 9 Green Fee	$15		$15.50	
	Executive Green Fee	17		$17.50	
	Patron Exec Green Fee	$14		$14.50	
	Sr/Jr Exec Green Fee	$9		$9.50	
Golf Car	18 Hole Car Fee	$17		$17.50	
Rentals	9 Hole Car Fee	$10		$10.50	
	Executive Car Fee	$6		$6.50	
	Sr. 18 Hole Car Fee	$12		$12.50	
	Sr. 9 Hole Car Fee	$8		$8.50	
	Sr. Exec Car Fee	$5		$5.50	
Evening	Twilight Green Fee	$24		$25	
5 pm to end	Patron Twilight Green Fee	$20		$20.50	
	Sr/Jr Twilight Green Fee	$16		$16.50	
	Twilight Car Fee	$14		$14.50	
	Sr. Twilight Car Fee	$10		$10.50	
Advertised/Promotional	18 Hole Green Fee	$22		$22	
Young Adult	9 Hole Green Fee	$13		$13	
	Executive Green Fee	$10		$10	
	18 Hole Car Fee	$11		$11	
	9 Hole Car Fee	$7		$7	
	Executive Car Fee	$4		$4	

- All fees include tax

VMCC/Grove

Item	Frequency	2013 Resident	2013 Non-Res	2014 Resident Proposed	2014 Non-Res Proposed
National Guard Room A, B, C	Per Hour	$28	$38	$28	$38
Community Room 1, 2, 3	Per Hour	$32	$42	$32	$42
Community Room Kitchen	Per day	$25		$25	
PA System	Per day	$25		$25	
Screen	Per day	$15		$15	
TV/DVD/Projector	Per day	$25		$25	
Easel	Per day	$10	$10	$10	$10
Room Rental Attendant	Per Hour	$30		$30	
Gymnasium – Athletic	Per Hour	$55	$70	$55	$70
Gymnasium – Weekday (M-F)	Per Hour	$75	$85	$75	$85
Gymnasium - Weekend (Sat-Sun)	Per Block (6hrs or less)	$75	$85	$75	$85
Gymnasium - Weekend (Sat.-Sun)	Full Day	$630	$895	$630	$895
Gymnasium – Wedding Package A (0-300 ppl)	Per Day	$800	$1,100	$800	$1,100
Gymnasium-Wedding Package B (301 & Up ppl)	Per Day			$1,000	$1,300
National Guard Gym Kitchen	Per day	$75		$75	
West Rink-Turf	Per Hour	$75		$80	
Lock-In	Per Person	$30		$30	
Membership – Single Enrollment Fee	One-Time	$49	$59	$49	$59
Membership – Dual Enrollment Fee	One-Time	$49	$59	$49	$59
Membership – Household Enrollment Fee	One-Time	$49	$59	$49	$59
Membership – Senior (60+)	Annual	$438		$438	
Membership – Single	Annual	$571		$571	
Membership – Dual	Annual	$775		$775	
Membership – Household (up to 6)	Annual	$898		$898	
Membership – PCA added to household	Annual	$192		$192	
Membership – Senior (60+)	Monthly	$43		$43	
Membership – Single	Monthly	$56		$56	
Membership – Dual	Monthly	$76		$76	
Membership – Household (up to 6)	Monthly	$88		$88	
Membership – PCA added to household	Monthly	$16		$16	
City Emp. Membership – Senior (60+)	Monthly	$35		$35	
City Emp. Membership – Single	Monthly	$45		$45	
City Emp. Membership – Dual	Monthly	$65		$65	
City Emp. Membership – Household	Monthly	$75		$75	
Corporate Membership – Senior	Monthly	$39		$39	
Corporate Membership – Single	Monthly	$51		$51	
Corporate Membership - Dual	Monthly	$69		$69	
Corporate Membership - Household	Monthly	$80		$80	
Military Active - Single	Monthly	$45		$45	
Military Active – Senior	Monthly	$35		$35	
Military Active – Dual	Monthly	$65		$65	
Military Active – Household	Monthly	$75		$75	

Military Vet – Senior	Monthly	$39		$39	
Military Vet – Single	Monthly	$51		$51	
Military Vet – Dual	Monthly	$69		$69	
Military Vet – Household	Monthly	$80		$80	
Daily Admission after 5:30pm (waterpark)	Daily	$4		$4	
Daily Admission after 8 pm (fitness center)	Daily	$4		$4	
Daily Admission – Youth/Senior	Daily	$7.50		$7.50	
Daily Admission – Adult	Daily	$7.50		$7.50	
Daily Admission – Household	Daily	$19.50		$20	
10-time Pass – Youth/Senior	10 Visits	$61		$65	
10-time Pass – Adult	10 Visits	$66		$70	
10-time Pass – Household	10 Visits	$165		$170	
ATM Transaction Fee	Per Transaction	$3		$3	
Open Gym	Daily	$3		$3	
Open Gym – Members	Daily	Free		Free	
Open Skate – adults (18 & older)	Daily	$5		$5	
Open Skate – children (17 & under)	Daily	$4		$4	
Open Skate – Members	Daily	Free		Free	
10-time Pass (Open Skate)	10 Visits	$45		$45	
10-time Pass (Open Hockey)	10 Visits	$54		$54	
Skate Rental	Daily	$2		$2	
Skate Sharpening	Daily	$4		$4	
Open Hockey	Daily	$6		$6	
Towel Rental	Daily	$1		$1	
Lock Rental	Daily	$1		$1	
Locker Rental (small)	Annual	$100		$100	
Locker Rental (large)	Annual	$200		$200	
Locker Rental (small)	Monthly	$11		$11	
Locker Rental (large)	Monthly	$22		$22	
Dry Land Use	Per Hour	$20	$25	$20	$25
Leisure Pool	Per Hour	$450	$450	$450	$450
Lap Pool	Per Hour	$90	$90	$90	$90
Diving Well	Per Hour	$65	$65	$65	$65
Swim Event (Lap and Diving)	Per Hour	$125	$125	$125	$125
Lifejacket	Per use	$1	$1	$1	$1

- All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount)
- All fees include tax
- Pool rentals includes lifeguard fee(s)
- Swim Event rental does not include lifeguard fee(s)
- Employee membership rates are also available to City Council members and active Commission members.
- Seasonal staff working at the VMCC is afforded free use of the facility if they have worked the previous pay period; this does not include their spouse or family members.

ICE TIME	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
October 1, 2013 – March 12, 2014	$200	$135	$200	$135
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 13, 2014 – September 30, 2014	$135	$120	$135	$120

- * - Certain restrictions apply to availability, reservations, and terms of usage.
- Fees do not include tax
- Manager has discretion to negotiate early and late ice time rates

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract with HKGI for Park Planning Services in the NW Area

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
	Mark Borgwardt	[ ]	New FTE requested – N/A
		[X]	Other

PURPOSE/ACTION REQUESTED

Approve hiring HKGI to perform park planning services in the NW Area for a fee not to exceed $11,000. Funding for the project would come from the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City of Inver Grove Heights adopted the 2030 Comprehensive Plan in March 2010. As a part of the plan, the City established a Park Plan for the NW area that envisioned one (1) community park and four (4) neighborhood parks along with a network of trails (see attached) The search areas that are a part of the Comprehensive Plan are large areas that needed to be narrowed down so we can focus our park and trail planning efforts.

As the economy rebounds and developers begin to consider development it will be important for the City to be prepared with identifying more specific park areas, determining the size of the areas and what types of improvements we may make along with how will we connect the areas with a system of connected trails. This information will be important to provide to land owners and prospective developers so they know how to plan their developments should it include areas for parks/trails.

The intent of the project is to narrow the focus of park planning and get out ahead of development so we can proactively plan for future park improvements increasing accessibility and encouraging active living.

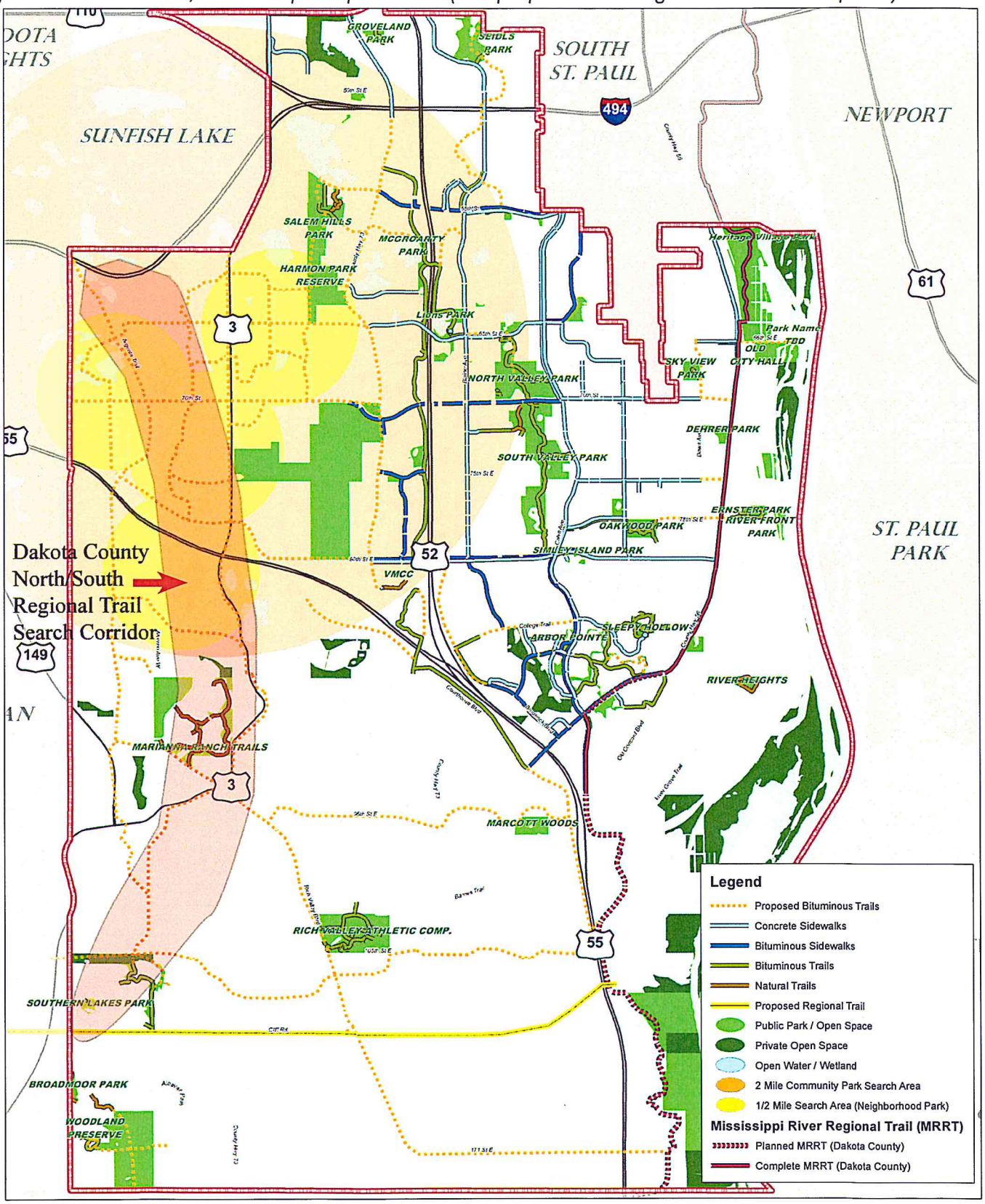
In general the planning study will:

- Evaluate park services areas and planned connective trail corridors
- Review demographic data related to anticipated planned development patterns
- Identify program and conceptual designs to help define boundaries and locations
- Establish anticipated costs for acquisition and development
- Identify acquisition and development strategies

The end product will provide the Park and Recreation Commission, City Council and landowners/developers with an increased awareness of how parks and trails can contribute to greater quality of life and stronger, healthier neighborhoods.

It is important to point out that the City is in the process of updating our Park Dedication Ordinance and it is anticipated that with the completion of this study we will be able to better anticipate our resource needs for both acquisition and development costs so that we can develop the nexus needed to support our park dedication fees. It is anticipated that this study and the update of the Park Dedication Ordinance will be completed by March 2014.

Figure 6.7: 2030 Parks, Trails & Open Space Plan (The proposed trail alignments are conceptual.)



2030 Parks, Trails and Open Space Plan

AGENDA ITEM _____

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

CONSIDER ATTACHED RESOLUTION AND TABLE SETTING FORTH LICENSE FEES, ADMINISTRATIVE SERVICE FEES AND PERMIT FEES

Meeting Date:	November 25, 2013		Fiscal/FTE Impact:
Item Type:	Consent		None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED Consider approval of the attached resolution and table setting forth license fees, administrative service fees and permit fees for 2014.

SUMMARY Each year Staff submits to Council recommendations on various license fees, administrative service fees and permit fees after internal review and review with what other Metro area cities are charging for the same things.

The few fees proposed to change for 2014 are:

- To increase the fees for paper copies of the CAFR, the Proposed Budget and the Adopted Budget. This is based on increasing numbers of pages in the documents.
- To increase the fee for a Recreational Bonfire, a Permanent Recreational Fire Ring, and a Ventilation System Cleaning Permit. These fees haven't been adjusted for several years.

Attached is a resolution setting license, administrative and permit fees for 2014.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING 2014 LICENSE, ADMINISTRATIVE SERVICES AND PERMIT FEES

WHEREAS, the Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached Fee Schedule. Said schedule shall be effective January 1, 2014.

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

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Garbage Collection	8-6-2	31-Dec	$150.00 plus $3.00 per truck
Dogs	5-4-2-1	April 30 two year lic	$20 male/female $12 spay/neuter
Non-Commercial Kennels	5-4-2-10	February 28 two year lic	$100.00
Commercial Kennels		February 28 two year lic	$500.00
Duplicate Dog ID Tag			$1.00
Dog License Transfer Fee (to transfer ownership or from another City)			1/2 cost of new license
Automobile Sales	4-5A-5	1 yr after date of issuance	$300 Class A $100 Class B
Service Station	4-5B-4	31-Dec	$60 first pump $8 each add pump
Junk Yard	4 - 5C - 4	10-Jan	$1,000
Contractor	4-6-2	31-Dec	$50.00
Dance Halls	4-4-4	1-Jun	$150 Public Hall $75 Cabaret
Bowling Alleys	4-3-5	1 yr after date of issuance	$50.00
Trade or Business	4-6-2	31-Dec	$50.00
Pawnbroker	4-2-5	31-Dec	$8,000
Saunas, Massage Parlors, Escort Services and Employees	4-8-5	31-Dec	Business License $1,050 Personal Service $400 Investigation $250

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Massage Therapist	4 - 8A - 4	31-Dec	$500 Initial Investigation of therapeutic massage business; includes investigation for one (1) massage therapist. $100 annual license fee of therapeutic massage license business; includes annual license fee for one massage therapist. $175 initial investigation of massage therapist. $50 annual license fee for massage therapist
Peddler's License		31-Dec	$50.00
Liquor:			
3.2 Beer	4 - 1C - 6	31-Dec	
On-Sale			$350.00
Off-Sale	4 - 1A - 10	31-Dec	$100.00
Temporary On Sale	4 - 1A - 17	Period not to exceed 7 days	$25.00
Liquor:			
On-Sale	4 - 1A - 10	31-Dec	
Gross Annual Liquor Sales		Annual License Fee	
$0 - $250,000			$3,500
$250,001 - $500,000			$4,500
$500,001 - $1,000,000			$7,000
$1,000,001 and above			$10,000
Temporary On Sale			$30
Off-Sale	4 - 1A - 10	31-Dec	$200 pro-rated qtrly
On-Sale Wine	4 - 1A - 10	31-Dec	$650 pro-rated qtrly

Special Club	4 - 1A - 10	31-Dec	$225 pro-rated qtrly
Sunday On-Sale	4 - 1A - 10	31-Dec	$200 pro-rated qtrly
Bottle Club	4 - 1A - 10	30-Jun	$300 pro-rated qtrly

Payment for these on-sale licenses may be paid semi-annually. No holder of a license may engage in the activity conveyed by such license without having made payment to the City in advance of the period covered. Any license holder who engages in the activity permitted by the license and who has not paid a semi-annual fee shall be closed by the Police Department, subject to violation of 4-1A-19 of the City Code and Revocation or Suspension of License pursuant to 4-1A-19 of the City Code.

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Investigations, New	4-1-9		
Single natural person			$250.00
Partnership			$400.00
Corporation			$500.00
Club			$325.00
Change of Ownership			$250.00
Clearance Letter for Records Check			$15.00
Pawnbroker			$150.00
Peddler/Solicitor			$20.00
Investigations, Police - Renewal			$50.00

Sales/Fees (all taxable)	Fee	
Copies (per page)	$.25 per page	
State Accident Report	$.25 per page	
Background for DCSS foster care/day care	$5.00	
APS Transaction fee	$1.90	
Photos	$1.00 each $5.00 min	
DVD/VIDEO/SQUAD VIDEO	$20.00	
All other police reports/data (no cost for victim of domestic assault)	$.25 per page fees for data requests other than photocopy requests of 100 or more pages will be based on the actual cost of retrieving the data	
Hunting Permit Fee	$20.00	
Peddler's Photo ID Badge	$10.00	
Comprehensive Annual Financial Report	**~~$25.00~~**	**$35**
Proposed Budget	**~~$25.00~~**	**$35**
Annual Budget	**~~$25.00~~**	**$35**
Capital Improvement Plan	$25.00	
Code Book	$200.00	
Comprehensive Guide Plan	$100.00	
Comprehensive Plan Technical Appendices	$16.00	
Water Resources Management Plan	$290.00	
Construction Plan Sheet (22" x 34")	$3.00	
Microfilm Report	$1.00	
Zoning and Related Land Use Regulations Manual	$25.00	
Subdivision Regulations Manual	$6.00	
Standard Printed Maps Fees for maps are based on size. Custom map sizes are available upon request		
Letter (8.5" x 11")	$5.00	
Tabloid (11" x 17")	$10.00	
C-size (18" x 24")	$15.00	
D-size (24" x 36")	$20.00	
E - size (36" x 48")	$25.00	

Sales/Fees (all taxable)	Fee
Custom Map Production Using Existing Data	is subject to an hourly fee of $50.00 (one-half hour minimum) in addition to the size-based map fee
Custom Map Production with Data Development	is subject to an hourly fee of $100.00 (one-half hour minimum) in addition to the size-based map fee
Electronic Data Vector: shapefile or CAD Raster: IMG, TF, SID Graphic Files: JPG, PDF, TIFF, AVI	cost provided per request
GIS Data or Graphic Files	
Delivery on CD	$10.00
Delivery by email	$5.00
Additional Shipping/Handling Fees apply to map products by delivered by mail Mailed in Envelope (large maps folded): Letter or Tabloid	$1.00
C or D size	$2.00
E size	$3.00
Mailed in Tube: Letter or Tabloid	$2.00
C-size (18" x 24")	$3.00
D-size (24" x 36")	$4.00
E-size (36" x 48")	$5.00
CD Mailed	$2.00
Subdivision Code	$5.00
Computer Readouts	$4.00
Fire Marshal's Report	$.25 per page
MFIRS Report	$.25 per page

Sales/Fees (all taxable)	Fee
Photographs (negatives or digital)	$1.00 each $5.00 min
Cemetery Lots	$120.00
City Council Minutes	$80.00
City Council Agendas	$50.00
Assessment Search	$15.00
Finger Printing	$20.00
Pound Redemption Fees	$35.00
Potentially Dangerous/Dangerous Dog Registration	$500.00
Animal Cage Rental	$5.00
Police Officer and Squad Cart Off Duty Charge	$66.00/hour
Returned Check/ACH/Credit/Debit Card Charge	$30.00
Grove Membership Late Fee	$25.00
Reissued Permits during calendar year for Police, Fire and Combination Police/Fire Alarm System:	
First issued permit	$100.00
Second issued permit	$200.00
Third issued permit	$300.00
Sewage Tank Maintenance Permit (Commercial)	$35.00
Wetland Conservation Act Certification	$75.00
Wetland Replacement Plan	$200 (escrow $2,500)
Zoning Letter	$75.00
Meter Testing:	
5/8" meter	$75.00
3/4" meter	$75.00
1" meter	$75.00
1 1/2" meter	$100.00
2" meter	$100.00
Compound meter	$350.00
Water Turn-Offs and Turn-Ons	$25.00

Sales/Fees (all taxable)	Fee
Land Alteration Permit (Plan Checking):	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	$25 plus $0.25 per Cubic Yard
500 up to 10,000 Cubic Yards	$150 plus $0.03 per Cubic Yard
10,000 up to 100,000 Cubic Yards	$950 plus $0.005 per Cubic Yard
100,000 Cubic Yards or more	$1150 plus $0.003 per Cubic Yard

Sales/Fees (all taxable)	Fee
Land Alteration Permit (Grading Inspection) :	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	$25 plus $0.25 per Cubic Yard
500 up to 10,000 Cubic Yards	$150 plus $0.02 per Cubic Yard
10,000 up to 100,000 Cubic Yards	$550 plus $0.005 per Cubic Yard
100,000 Cubic Yards or more	$800 plus $0.002 per Cubic Yard
All land alteration permits require a surety, based on the area disturbed, to guarantee final site restoration	
Annual Renewal	$75.00
Building Permit Fees	
*Plan Review Fee	65% of the building permit fee when determined by valuation
Decks	Based on valuation x.0005 of valuation*
Roofing (new and existing homes)	$100.00
Siding (new and existing homes)	$100.00
Garage	Based on valuation x.0005 of valuation*
Porch	Based on valuation x.0005 of valuation*
Moving of Buildings	$300.00

Sales/Fees (all taxable)	Fee
Building Demolition Accessory Structures	$100.00
Single Family Homes	$100.00
Commercial	Based on valuation x.0005 of valuation
Mobile Home Installation	Based on valuation x.0005 of valuation*
Retaining Walls	Based on valuation x.0005 of valuation*
Above Ground Swimming Pools (includes fence)	Based on valuation x.0005 of valuation*
In Ground Swimming Pools	Based on valuation plus plan review fee x.0005 of valuation*
Fences (around pools and property)	$50.00
Inspections when no permit is issued	$100.00
Inspections outside of normal business hours when approved by the Director	$150.00/hour
Right-of-Way (Street Opening) Permit - surety may be required to ensure that the street is properly restored	$75.00
Overweight Load Permit	$50.00 per load
Driveway Permit	$25.00
Plumbing Single-Family Residential Base Fee	$80.00
Each Fixture	$3.00

Sales/Fees (all taxable)	Fee
Plumbing Commercial and Multi-Family	$80.00 base fee plus 2% of contracted work value in dollars
Plumbing Installation or Replacement of single fixture	$80.00
Water Heater Replacement	$50.00
Water Softener (New or Replacement)	$50.00
Utilities 1. On-Site Septic Systems (includes site review and $40 County fee):	
Single-family - new and existing	$500. flat fee + $5.00 state surcharge = $505.00
Commercial Systems less than 4,999 Gallons Per Day	$750 flat fee + $5.00 state surcharge = $755.00
Commercial Systems more than 5,000 Gallons Per Day	$1,500 flat fee + 5.00 state surcharge = $1,505.00
2. Sewer and Water Connection Inspection (together or separately)	$125.00
3. Commercial and Multi-Family Sewer and Water Connection Inspection (together or separately)	$80.00 base fee plus 2% of contracted work value in dollars
Tank Replacement	$250.00 flat fee
Mechanical 1. Single-family residential: New Construction	$100.00
Furnace replacement	$80.00
Gas Fireplace or other single gas appliance	$80.00
A/C (New or Replacement)	$80.00
2. Commercial and Multi-Family	$80.00 base fee plus 2% of contracted work value in dollars
Gas Piping and Air Test Only	$50.00

Sales/Fees (all taxable)	**Fee**	
Signs and Billboards		
1. Permanent Business Signs regardless of size	$40.00	
2. Billboards up to 100 s.f. in area	$200.00	
Billboards over 100 s.f.	$300.00	
3. Temporary Portable Signs	$15.00	
4. Monument/Pylon Signs	based on valuation	
Fire Prevention Permits		
1. Fire Permits		
	$25 each to maximum of $150 per occupancy	
2. Burning Permits		
a. Recreational Bonfire	**~~$5.00~~**	**$15.00**
b. Permanent recreational fire ring	**~~$15.00~~**	**$25.00**
c. Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights of way	$0.50/cubic yard, $100.00 minimum	
d. Open burning permit as defined in Minnesota Rules related to open burning	$25.00	
3. Ventilation System Cleaning Permit	**~~$55.00~~**	**$75.00**
Hydrant, meter or valve damage deposit	$1,000.00	
Daily hydrant/meter rental fee	$2.00	

AGENDA ITEM _____

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

2014 CITY COUNCIL MEETING SCHEDULE

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Contact:	Jenelle Teppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Accept the 2014 City Council Meeting Schedule

SUMMARY The proposed 2014 calendar again contemplates City Council Work Sessions on the first Monday of each month.

We will again hold the Commission Recognition/Appreciation Dinner that began in 2012.

The schedule will also need to include a meeting at with the District 199 School Board - our annual Joint Powers meeting. At this time we don't have a date set. When a date is arrived at, the City Council will be asked to confirm it.

At this time the schedule does not include any other meetings; i.e. budget, joint meetings with other cities, etc.

This calendar is modified from time to time. Council is provided with an updated meeting schedule as warranted throughout the year.

RECOMMENDATION: Staff recommends the Council review and approve the proposed 2014 meeting schedule.

2014 CITY COUNCIL MEETING SCHEDULE
INVER GROVE HEIGHTS

REGULAR MEETINGS **7:00 P.M.**	**SPECIAL MEETINGS** **7:00 P.M.**	**HOLIDAYS** **CITY HALL CLOSED**
JANUARY 13 JANUARY 27	JANUARY 6	JANUARY 1 – New Year's Day JANUARY 20 - Martin Luther King, Jr.
FEBRUARY 10 FEBRUARY 24	FEBRUARY 3 **FEBRUARY tbd- School District**	FEBRUARY 17 - President's Day
MARCH 10 MARCH 24	MARCH 3	
APRIL 14 APRIL 28	APRIL 7 **APRIL 17 – Commission Appreciation 6:00 p.m.**	APRIL 18 – Good Friday – ½ day
MAY 12 MAY 27* **Tuesday**	MAY 5 **MAY 19 – Commission Interviews and Appointments – 7 p.m.**	MAY 26 - Memorial Day
JUNE 9 JUNE 23	JUNE 2	
JULY 14 JULY 28	JULY 7	JULY 4 – Fourth of July
AUGUST 11 AUGUST 25	AUGUST 4	
SEPTEMBER 8 SEPTEMBER 22	SEPTEMBER 2* **Tuesday**	SEPTEMBER 1 - Labor Day
OCTOBER 13 OCTOBER 27	OCTOBER 6	
NOVEMBER 10 NOVEMBER 24	NOVEMBER 3	NOVEMBER 11 - Veterans Day NOVEMBER 27 & 28 - Thanksgiving
DECEMBER 8 DECEMBER 22 (If nec.)	DECEMBER 1	DECEMBER 24 - Christmas Eve – ½ Day DECEMBER 25 - Christmas Day Holiday

AGENDA ITEM _____

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

APPROVE 2014 MEETING SCHEDULE OF ADVISORY COMMISSIONS

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Accept the attached meeting schedules for 2014.

SUMMARY Section 2-1-6 of the City Code specifies that each Commission and task force shall file a schedule of regular meetings with the City Clerk.

Each of the City Council's Advisory Commissions; Planning, Environmental, Parks and Recreation, and Airport Relations, Housing Committee and Convention and Visitors Bureau has submitted their schedules of regular meetings for 2014, and they are attached. Also included is the Economic Development Authority's proposed schedule.

Staff recommends the Council review and accept the attached schedule of meetings for 2014. These meeting dates and times will be kept on file with the City Clerk.

Airport Relations Commission Meeting Schedule for 2014

The Airport Relations Commission meets regularly on the first Wednesday falling at mid-quarter at 6:30 p.m. in the Mayors Conference Room at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, February 5, 2014	6:30 p.m.
Wednesday, May 7, 2014	6:30 p.m.
Wednesday, August 6, 2014	6:30 p.m.
Wednesday, November 5, 2014	6:30 p.m.

Inver Grove Heights Convention & Visitors Bureau
Meeting Schedule for 2014

The Inver Grove Heights Convention & Visitors Bureau meets on the 4th Thursday of each month at 9:30 a.m. at the River Heights Chamber of Commerce/ IGH CVB Office, located at 5782 Blackshire Path, IGH, MN 55076.

Thursday, January 23, 2014	9:30 a.m.
Thursday, February 27, 2014	9:30 a.m.
Thursday, March 27, 2014	9:30 a.m.
Thursday, April 24, 2014	9:30 a.m.
Thursday, May 22, 2014	9:30 a.m.
Thursday, June 26, 2014	9:30 a.m.
NO MEETING IN JULY 2014	
Thursday, August 28, 2014	9:30 a.m.
Thursday, September 25, 2014	9:30 a.m.
Thursday, October 23, 2014	9:30 a.m.
Thursday, November 20, 2014*	9:30 a.m.
Thursday, December 18, 2014*	9:30 a.m.

*Date changed from regularly scheduled 4th Thursday of the month due to schedule conflicts or Holidays.

Note: The IGH CVB reserves the right to cancel/reschedule/add “Special Meetings” throughout the year if needed for a quorum, schedule conflicts or special projects.

ENVIRONMENTAL COMMISSION MEETING SCHEDULE FOR 2014

The Environmental Commission meets as needed on the fourth Thursday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Thursday, January 23, 2014	7:00 p.m.
Thursday, February 27 2014	7:00 p.m.
Thursday, March 27, 2014	7:00 p.m.
Thursday, April 24, 2014	7:00 p.m.
Thursday May 22, 2014	7:00 p.m.
Thursday, June 26, 2014	7:00 p.m.
Thursday, July 24, 2014	7:00 p.m.
Thursday, August 28, 2014	7:00 p.m.
Thursday, September 25, 2014	7:00 p.m.
Thursday, October 23, 2014	7:00 p.m.
Thursday, November 20, 2014*	7:00 p.m.
Thursday, December 18, 2014*	7:00 p.m.

* Date changed from regularly scheduled Thursday due to holiday

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items

ECONOMIC DEVELOPMENT AUTHORITY MEETING SCHEDULE FOR 2014

The Economic Development Authority meets regularly on the second Monday of the months of February, May, August, and November at 5:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Monday, February 10, 2014	5:00 p.m.
Monday, May 12, 2014	5:00 p.m.
Monday, August 11, 2014	5:00 p.m.
Monday, November 10, 2014	5:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

HOUSING COMMITTEE MEETING SCHEDULE FOR 2014

The Housing Committee meets on the second Tuesday of the month at 5:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 14, 2014	5:00 p.m.
Tuesday, March 11, 2014	5:00 p.m.
Tuesday, May 13, 2014	5:00 p.m.
Tuesday, September 9, 2014	5:00 p.m.
Tuesday, November 11, 2014	5:00 p.m.

PLANNING COMMISSION MEETING SCHEDULE FOR 2014

The Planning Commission meets regularly on the first and third Tuesdays of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Tuesday, January 7, 2014	7:00 p.m.
Tuesday, January 21, 2014	7:00 p.m.
Tuesday, February 4, 2014	7:00 p.m.
Tuesday, February 18, 2014	7:00 p.m.
Tuesday, March 4, 2014	7:00 p.m.
Tuesday, March 18, 2014	7:00 p.m.
Tuesday, April 1, 2014	7:00 p.m.
Tuesday, April 15, 2014	7:00 p.m.
Tuesday, May 6, 2014	7:00 p.m.
Tuesday, May 20, 2014	7:00 p.m.
Tuesday, June 3, 2014	7:00 p.m.
Tuesday, June 17, 2014	7:00 p.m.
Tuesday, July 1, 2014	7:00 p.m.
Tuesday, July 15, 2014	7:00 p.m.
Wednesday, August 6, 2014*	7:00 p.m.
Tuesday, August 19, 2014	7:00 p.m.
Tuesday, September 2, 2014	7:00 p.m.
Tuesday, September 16, 2014	7:00 p.m.
Tuesday, October 7, 2014	7:00 p.m.
Tuesday, October 21, 2014	7:00 p.m.
Wednesday, November 5, 2014*	7:00 p.m.
Tuesday, November 18, 2014	7:00 p.m.
Tuesday, December 2, 2014	7:00 p.m.
Tuesday, December 16, 2014	7:00 p.m.

* Normal meeting date changed due to holiday or conflicting event

**The Planning Division reserves the right to cancel a meeting due to lack of agenda items.

PARKS AND RECREATION ADVISORY COMMISSION MEETING SCHEDULE FOR 2014

The Parks and Recreation Advisory Commission meets regularly on the second Wednesday of the month at 7:00 p.m. in the City Council Chambers at Inver Grove Heights City Hall, 8150 Barbara Avenue.

Wednesday, January 8, 2014	7:00 p.m.
Wednesday, February 12, 2014	7:00 p.m.
Wednesday, March 12, 2014	7:00 p.m.
Wednesday, April 9, 2014	7:00 p.m.
Wednesday, May 14, 2014	7:00 p.m.
Wednesday, June 11, 2014	7:00 p.m.
Wednesday, July 9, 2014	7:00 p.m.
Wednesday, August 13, 2014	7:00 p.m.
Wednesday, September 10, 2014	7:00 p.m.
Wednesday, October 8, 2014	7:00 p.m.
Wednesday, November 12, 2014	7:00 p.m.
Wednesday, December 10, 2014	7:00 p.m.

AGENDA ITEM _____

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

CONSIDER RESOLUTION THAT PROVIDES FOR THE SALE OF UNCLAIMED PROPERTY TO A LOCAL NON-PROFIT ORGANIZATION

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Tracy Petersen-651.450.2588	X	Amount included in current budget
Prepared by:	Tracy Petersen		Budget amendment requested
Reviewed by:	Eric Carlson-Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider adopting the attached resolution that provides for the sale of unclaimed property to a local non-profit community organization; fifteen (15) bicycles to the Inver Grove Heights Lion's Club.

SUMMARY

The Inver Grove Heights Lion's Club, a local non-profit organization has proposed to acquire fifteen (15) unclaimed bicycles from the City and have them refurbished by Bike King, 6489 Cahill Avenue, in order that they may be given to local youth during the upcoming holiday season at the Holiday on Main Street event.

Section 1-8-3 of the City Code provides for the disposition of unclaimed property to local non-profit community organization that has a significant mission of community service. The City Code also provides for the review of such requests on a case-by-case basis, and for the City Council to determine an appropriate fee for the property acquisition. For the past ten years, the City Council has set the fee at $5.00.

Staff recommends the City Council approve the attached resolution providing for the sale of 15 unclaimed bicycles to the Inver Grove Heights Lion's Club for the sum of $5.00 in order that the bicycles may be refurbished and distributed to local youth during the upcoming holiday season at the Holiday on Main Street event.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO.

RESOLUTION AUTHORIZING THE SALE OF UNCLAIMED PROPERTY TO LOCAL NON-PROFIT COMMUNITY ORGANIZATION – FIXABLE/UNCLAIMED BICYCLES TO INVER GROVE HEIGHTS LION'S CLUB

WHEREAS, the City Council has amended Section 320 of the City Code providing for the disposition of unclaimed property at private sale to local non-profit community organizations, and

WHEREAS, the Inver Grove Heights Lion's Club has expressed interest in acquiring up to 15 fixable/unclaimed bicycles in possession of the City, and

WHEREAS, the Lion's Club proposes to have the bicycles refurbished and repaired at the local Bike King store, in order that they may be distributed to youth in the community during the holiday season at the Holiday on Main Street event

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the private sale of 15 fixable/unclaimed bicycles to the Inver Grove Heights Lion's Club, a local non-profit community organization, for the sum of Five Dollars ($5.00), pursuant to Section 1-8-3 of the City Code, as amended.

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

Ayes:
Nays:
Abstain:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, City Clerk

AGENDA ITEM _____

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

SCHEDULE PUBLIC HEARING

Meeting Date:	November 25, 2013		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	JTeppen Asst. City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Schedule a Public Hearing on January 13, 2014, at 7:00 p.m. in the Council Chambers to consider the amendment of City Code Title 3, Chapter 4, Section 3-4-2-2, 3-4-2-3 Fees, and 10-3-8 Planning Fees. These are the fees associated with Water and Sanitary Sewer Utility Connections, Storm Water Utility Connection Fees, and Planning Fees.

SUMMARY Minnesota Statutes 462.353 directs that all changes to fees associated with municipal planning activities are required to be heard at a public hearing. This includes not only the fees and charges for planning activities, but those associated with building permits and water and sewer connection charges. While it is not explicitly required under State Statute yet, the City Attorney has advised staff that it would be prudent to put all fees associated with development activities into the City's Code.

AGENDA ITEM _____

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

Consider Approval of Therapeutic Massage Business License

Meeting Date: November 25, 2013
Item Type: Consent
Contact: 651-450-2513
Prepared by: Melissa Kennedy
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an application by Jennifer Englin for a therapeutic massage business license

SUMMARY: An application has been submitted by Ms. Englin for a therapeutic massage business license. The applicant has worked as a massage practitioner for the past several years for another local establishment. Her intent is to open and operate her own therapeutic massage business, “Heaven Sent Healing Massage and Wellness”, at 5878 Blackshire Path. Ms. Englin submitted the appropriate fees and insurance documentation as required by City Code. She completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Jannetto, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

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

Please confirm the seasonal/temporary employment of: Inspections: Jeff Tollard.

Please confirm the seasonal/temporary termination of employment of: Golf: Matt Moynihan, John Fisher, Dennis Hogan, and Michael Barnett, Aquatics: Anthony Trinkner.

AGENDA ITEM 7A

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DJ'S HANDYMAN SERVICE, LLC – Case No. 13-53V

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

Fiscal/FTE Impact:

X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow a 17 foot front yard setback for a covered platform for property located at 4604 Barbara Avenue.

- Requires a 3/5th's vote.
- 60-day deadline: December 29, 2013 (first 60-days)

SUMMARY

The applicant would like to expand the existing platform area of a handicap ramp and add a roof addition over the platform to provide shade and cover from the elements. The roof addition would be a detached structure approximately three feet from the house. The request is for a 13 foot variance to allow the covered platform to be located 17 feet from the front property line whereas 30 feet is the required setback. The covered platform would be 10' wide and 10'deep; with the existing 4' wide wheelchair ramp coming off of it down to the driveway. The code allows uncovered decks, landings, and ramps to be 24 feet from the front property line, anything with a roof would have to meet the principal structure setback of 30 feet.

One of the functions of setback requirements is to maintain consistency of structure placement from street and neighboring views. The proposed covered platform would be one of the only front yard encroachments in the applicant's neighborhood. Staff believes the conditions of the property are not so limiting that the property could not be used in a reasonable manner without the 13 foot variance for a covered platform; the roof addition extends beyond what was envisioned for front setbacks.

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

Planning Staff: Staff believes the variance request is a significant request and the applicant has not identified practical difficulties to comply with the ordinance as there are other options on the property for covered structures that would meet ordinance requirements. Based on the information provided staff recommends denial of the 13' setback variance with the findings listed in the attached resolution.

Planning Commission: At the November 19, 2013 public hearing the Planning Commission made a motion for approval, this motion failed (2-5). No additional motions were made.

Attachments: Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW A COVERED PLATFORM 17 FEET FROM THE FRONT PROPERTY LINE WHEREAS 30 FEET IS REQUIRED

CASE NO. 13-53V
DJ's Handyman Service, LLC

Property located at 4604 Barbara Avenue and legally described as follows:

Lot 6, Block 3, Groveland Park No 2, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow a covered platform 17 feet from the front property line whereas 30 feet is the required setback for covered structures;

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

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

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

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

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the 13 foot setback variance for a roof structure.
2. Approval of the setback variance could set a precedent for other front yard encroachments.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting such a large variance; the proposed platform is larger than the minimum requirements for a front landing/ turnaround for accessibility purposes.
4. Approval of a 17 foot setback for a structure with a roof over it could alter the character of the neighborhood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a covered platform to be located 17 feet from the front property line whereas 30 feet is required is hereby denied.

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 25 day of November, 2013.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: November 19, 2013

SUBJECT: **DJ'S HANDYMAN SERVICE LLC – CASE NO. 13-53V**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a variance to allow a covered landing for a handicap ramp to be located 17 feet from the front property line whereas 30 feet is the required setback, for the property located at 4604 Barbara Avenue. 6 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant would like to expand the existing platform area of a handicap ramp and add a roof addition over the platform to provide shade and cover from the elements. The roof addition would be a detached structure approximately three feet from the house. The applicant is requesting a 13 foot variance to allow the covered platform to be located 17 feet from the front property line whereas 30 feet is the required setback for covered areas. The proposed covered platform would be one of the only front yard encroachments in this neighborhood. The Zoning Code was modified about 10 years ago to allow uncovered decks and ramp platforms to encroach six feet into the front setback areas; covered roofs were not included with this code amendment. Staff recommends denial of the request for the reasons stated in Alternative B. She advised that a variance request for another ramp was recently brought before the Commission and was approved by City Council. That request was different; however, as it was an uncovered deck while this request would have a roof structure. Staff has not heard from any neighboring property owners.

Commissioner Klein asked if staff had objections to the existing platform.

Ms. Botten replied that staff would have no issues if the applicants were to only replace the existing ramp. Because they want to expand it; however, a variance is necessary.

Commissioner Klein stated it was his understanding that the applicants were asking for an expansion because it was difficult to maneuver a wheelchair in such a confined space. He asked if staff would have an issue with the platform expansion if there was no roof.

Ms. Botten replied that staff's recommendation would likely not change. She explained that staff recommended denial of a recent similar request as well and they believe this is a larger area than what is necessary for turning around and accessing the house. She stated the applicants could look at other alternatives for shading and could possibly build a covered porch in the back yard.

Commissioner Klein noted that currently the applicants were using an umbrella for shading.

Chair Hark stated his understanding was that the Planning Commission could not consider health or medical conditions as a criterion for a variance.

Ms. Botten replied that was correct.

Opening of Public Hearing
Dick Johnson, 13836 Currant Circle, Rosemount, advised he was the general contractor.

Chair Hark asked if the applicant understood the staff recommendations.

Mr. Johnson replied in the affirmative. He advised that ten years ago he was asked by the homeowners to remodel the house so it could accommodate their son's daily care routine after his injury. The ramp was built as part of that remodel; however, it now needs additional work due to wear and tear. Since their son cannot be in the sun for more than 5-10 minutes, Mr. Johnson is proposing to put a hip roof over the platform. The homeowners would also like to expand the existing platform to allow more room for maneuverability and seating. The County will pay for such a structure since it is related to access but will not pay for anything in the back yard.

Commissioner Elsmore suggested the applicant expand the deck back towards the house in the empty area rather than expanding it towards the street and to the side.

Mr. Johnson replied that the proposed roof would then interfere with the existing house roof and overhang. Also, expanding the platform towards the house would serve no purpose.

Commissioner Elsmore stated it should partially help as it would create additional space for seating. She asked if staff had encroachment issues with the proposed two foot expansion to the side.

Ms. Botten replied that since the existing ramp was encroaching into the setback, any addition to the ramp would require a variance.

Commissioner Gooch asked for clarification of the proposed deck and roof dimensions.

Ms. Botten advised the proposed roof would be over the entire 10' x 10' deck area.

Mr. Johnson added that the roof line would encroach beyond the platform as there would be a 1–2 foot soffit.

Commissioner Gooch noted that visually the deck would still be 32 feet from the road.

Commissioner Wippermann asked if building a deck on the back of the house was a possibility.

Mr. Johnson stated he had not looked at the feasibility of doing that since the County would only

DRAFT

fund an addition onto the area associated with the ramp.

Commissioner Simon asked if their disabled son could get to the back yard from inside the house.

Mr. Johnson replied he could not.

Commissioner Simon stated if a covered deck were built in the backyard he could access it from the outside by being brought around the house through the yard.

Mr. Johnson advised it would be unsafe and they would have to go around the side of the garage.

Commissioner Simon agreed that running a wheelchair over a lawn was difficult.

Mr. Johnson advised it was more than a wheelchair.

Chair Hark closed the public hearing.

Planning Commission Discussion

Commissioner Klein asked if the zoning code gave any special consideration for handicapped individuals.

Ms. Botten replied it allowed uncovered decks and ramp platforms to encroach six feet into the front setback areas.

Chair Hark sympathized with the applicant and agreed with Commissioner Klein that there should be language in the zoning code that would better accommodate this type of situation. He suggested that perhaps such language could be found in other municipalities' code.

Commissioner Klein stated his aunt was handicapped and was able to have a deck and ramp on a temporary basis as it must be removed once it was no longer necessary.

Ms. Botten stated that could be recommended as a condition; however, staff would have no way of enforcing the removal of the ramp as zoning staff was not notified when houses were sold.

Commissioner Gooch agreed that the City should have provisions in their zoning ordinance to help people in need of this kind of assistance. He supported the variance request, stating he did not think they would be setting a precedent as this was specifically for someone with a disability, he felt it was a necessity rather than a convenience, there were no objections from the neighbors, and the ramp would still be 32 feet from the curb. He hoped that City Council would discuss changes that would help accommodate people with disabilities and enable them to live longer in their homes.

Commissioner Elsmore stated if the code was changed she would be in support of the request. Since they had to work with the existing code; however, she did not feel the request met the

variance criteria as there were other alternatives available and the applicant did not identify a practical difficulty since the Commission was not allowed to consider physical disabilities of the homeowners. She stated that while the umbrella may not be aesthetically pleasing, it served its purpose and the deck could be expanded to the side rather than closer to the street to allow for more seating and maneuverability.

Commissioner Wippermann agreed with Commissioner Elsmore, stating he had concerns regarding the proposed roof structure as it did not meet the variance criteria.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Klein, to approve the request for a variance to allow a covered landing for a handicap ramp to be located 17 feet from the front property line whereas 30 feet is the required setback, for the property located at 4604 Barbara Avenue, with the condition listed in Alternative A.

Motion failed (2/5 – Scales, Simon, Elsmore, Wippermann and Hark). This item goes to the City Council on November 25, 2013.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: November 14, 2013 **CASE NO.:** 13-53V

HEARING DATE: November 19, 2013

APPLICANT: DJ's Handyman Service, LLC

PROPERTY OWNER: Lee and Teresa Dock

REQUEST: A variance from the front yard setback requirements

LOCATION: 4604 Barbara Avenue

COMP PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family Residential

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

BACKGROUND

The applicant has submitted a request for a variance from the front yard setback requirements to construct a two foot expansion to the platform area of a handicap ramp and add a roof addition over the platform to provide shade and cover from the elements. The roof addition would be a detached structure about three feet from the house. The existing ramp was constructed in 2003; there are no other ramps to access this home.

The structure setback for front yards is 30 feet. The applicant's home was built in 1962, prior to the adoption of the first zoning ordinance. The house is setback 28' from the front lot line. The applicant's home, along with others in the neighborhood, do not meet the minimum 30 foot front yard setback for structures. The applicant is requesting a 13 foot variance to allow the covered platform to be located 17 feet from the front property line whereas 30 feet is the required setback for covered areas. The platform would be located about 32 feet from the curb.

SPECIFIC REQUEST

The following specific application is being requested:

A.) A **Variance** to allow a covered platform to be located 17 feet from the front property line whereas 30 feet is the required setback.

SURROUNDING USES: The subject site is surrounded by single-family homes, all zoned R-1C, Single Family Residential and guided LDR, Low Density Residential.

EVALUATION OF REQUEST:

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

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

   The city code requires a 30 foot front yard setback for covered structures. Allowing an encroachment greater than this could set a precedent for other front yard additions. The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as a residential lot.

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

   Setback standards are not precluding the homeowner from reasonable use of the property. The roof addition extends beyond what was envisioned for front setbacks. Structures that extend beyond the home create encroachments into the front yard setback which is established to maintain a straight visual sight line along the streetscape and to keep structures back from the street. Additionally, an addition with a roof over it could be constructed in the rear yard complying with setback requirements.

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

   The zoning code has a special provision allowing uncovered decks and ramps to encroach within the front yard setback. Covered structures are required to meet the bulk standard setback of 30 feet. Adding a covered platform in the front yard may be considered a convenience to the applicant, not a practical difficulty.

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

   One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed covered platform would be one of the only front yard encroachments along Barbara Avenue. Because the ramp would have a roof over it, it would have a similar effect as if an enclosed addition was being proposed. Staff has felt front yard encroachments can have a greater impact on the character of the neighborhood compared to side or rear encroachments.

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

   Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

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

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

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

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

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for other front yard setback variances.
3. Staff does not believe there are practical difficulties in complying with the official control as the proposed landing is larger than what is required for a handicap ramp and there is sufficient room to add a covered platform in the rear yard while meeting setbacks.
4. Approval of the 17 foot setback in the front yard could alter the character of the neighborhood.

RECOMMENDATION

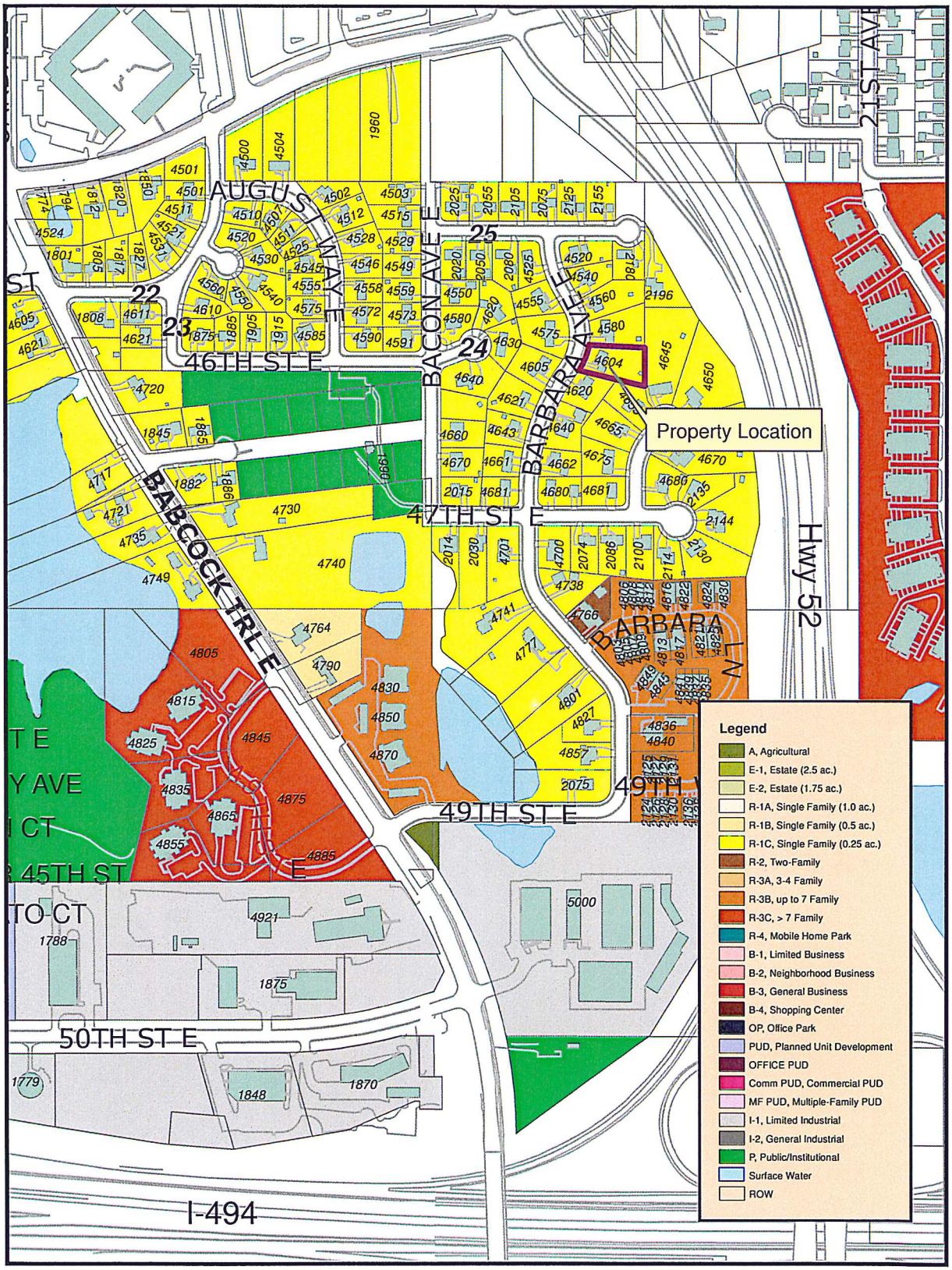
Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable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

Staff believes the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in Alternative B staff is recommending denial of the proposed request.

Earlier this year a request went through the public process for a handicap ramp to be located 12 feet from the property line; this request was approved by City Council. Staff has found the current application to differ because of the proposed roof which requires greater setbacks than an open deck.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Narrative
Exhibit C - Site Plan
Exhibit D- Photo

4604 Barbara Avenue



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Map not to scale

Exhibit A

Zoning and Location Map

Teresa R. Dock

4604 Barbara Ave East

Inver Grove Heights, MN 55077

Regarding: Variance request

Date: 10/29/2013

To Whom It May Concern:

I am requesting a variance regarding our existing ramp for my handicapped son. Jake is a C-3 quadriplegic, paralyzed from the neck down and on a ventilator. The existing ramp was first put in 10 years ago in December, 2003 at the time of his injury. We need to replace it due to weather and wear. We would like to make some modifications to the ramp at this time.

The current ramp has a platform turn stall in the middle to allow him to go down the ramp and then turn and continue down the second half of the ramp to exit. Jake is not in a normal wheelchair, he is in an electric wheelchair which is much larger than a traditional wheelchair. He also has to go to the hospital on occasion and the paramedics use this turn stall to take him out on a stretcher. We are asking that the platform be changed from 8X8 to a 10x10 for ease of turning.

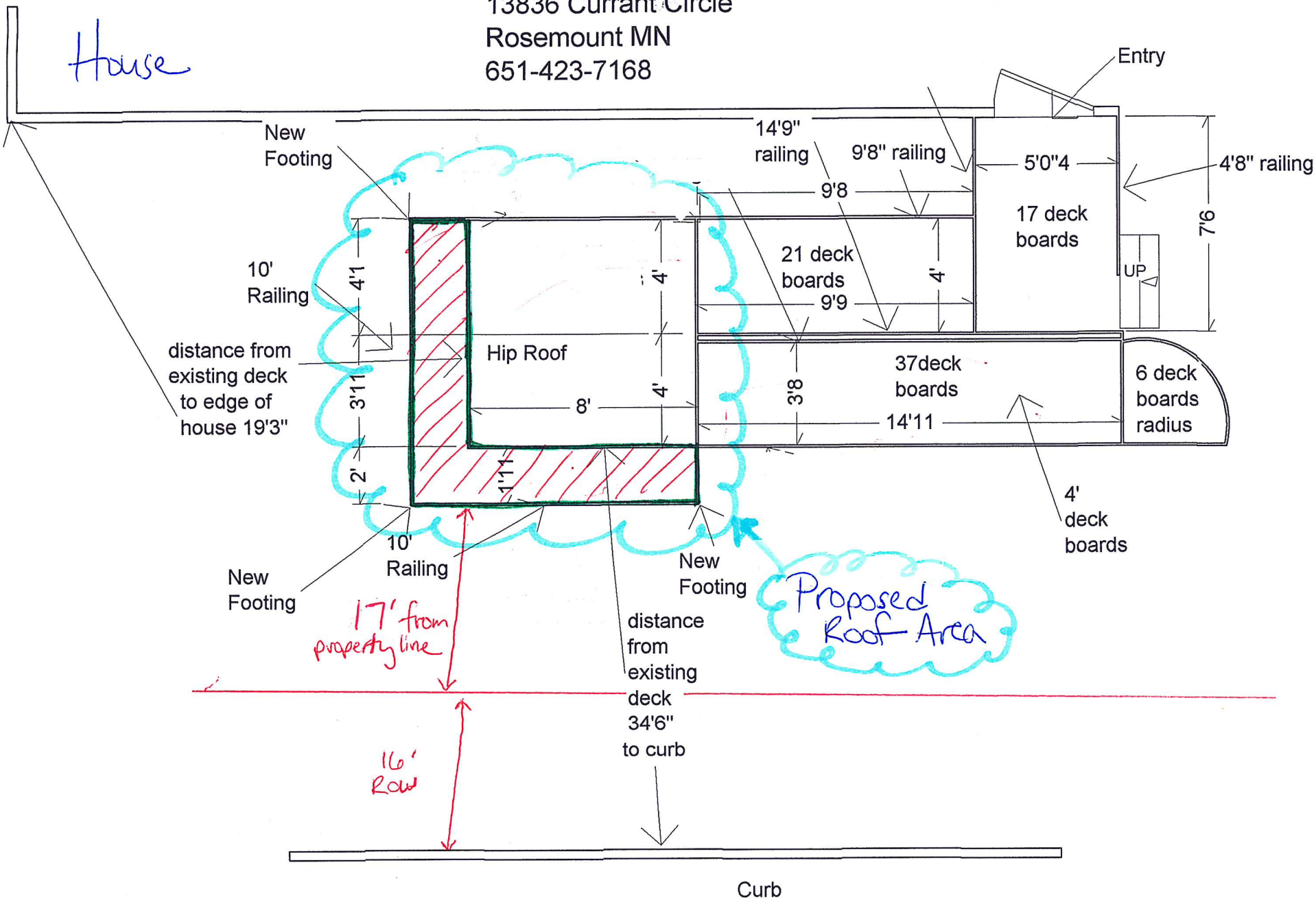
We are also asking to have a roof added over the platform so that in the summer months Jake can sit out on the platform in a shaded area. Jake cannot be out in the sun, due to medications. He burns within a few minutes. By having a roof he is able to be on the platform with his nurse and get some fresh air. This improvement would definitely let him have a better quality of life.

We are asking to have this approved and the variance granted.

Thank you for your consideration!

Teresa Dock

Dock Deck/Ramp Remodel
4604 Barbara Avenue East
Inver Grove Heights
DJ's Handyman Service LLC
Dick Johnson
13836 Currant Circle
Rosemount MN
651-423-7168



4604

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
✧JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **November 20, 2013**
RE: **Amendments to Development Contract for Argenta Hills 8th Addition – November 25, 2013 Council Meeting**

Section 1. Background. On September 23, 2013, the City Council approved the final plat of Argenta Hills 8th Addition and the development documents associated with the plat. One unresolved issue at that time was the obligation to construct Alverno Avenue to city collector street standards (80 foot right-of-way section). The developer indicated that it was unfair to place the burden of building the collector street entirely on the developer. Although state statute allows the City to impose on the developer an obligation to build streets, Minn. Stat. § 462.358, Subd. 2(c) requires that the imposition "must bear a rough proportionality to the need created by the proposed subdivision or development."

Since the Council meeting on September 23, 2013, the City and developer have had several discussions and have reached a resolution.

A neighborhood street has a 50 foot right-of-way. A collector street has an 80 foot right-of-way. With respect to Alverno Avenue, the difference in land and construction costs between the neighborhood street standards and the collector street standards is $132,000.

Section 2. Amendments. The issue was resolved on the basis of the developer agreeing to build Alverno Avenue according to collector street standards and the City agreeing to adjust City engineering inspection fees for Argenta Hills 8th Addition. The elements of the settlement are:

- Developer, at its own expense, will build Alverno Avenue according to collector street standards.
- City will reduce engineering inspection fees from $106,000 to $31,000 and City will grant developer a $25,000 credit for inspection fees to be applied to the next plat for Argenta Hills.

Section 2. **<u>Council Action</u>**. The Council is asked to consider the attached Resolution Approving Amendments to the Development Contract for the Plat of Argenta Hills 8th Addition.

Attachment

RESOLUTION NO. _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING AMENDMENTS TO THE DEVELOPMENT CONTRACT FOR THE PLAT OF ARGENTA HILLS 8TH ADDITION

WHEREAS, the City Council on September 23, 2013 approved a Development Contract for the Plat of Argenta Hills 8th Addition ("Development Contract") with 160 Investment, LLC (the "Developer").

WHEREAS, the City and Developer have negotiated amendments to the Development Contract.

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

1.) The City Council hereby approves an amendment to the Development Contract whereby paragraph number 23 is added to Exhibit E of the Development Contract to read as follows:

> **23. <u>INSPECTION FEE CREDIT</u>.** The City acknowledges and agrees that the Developer shall have a credit of $25,000 against the customary and normal inspection fees charged by the City for the next phase of the development in Argenta Hills, namely, the plat of Argenta Hills 9th Addition. This credit shall be recited in the development documents prepared for Argenta Hills 9th Addition.

2.) The City Council hereby approves an amendment to the Development Contract whereby paragraph number 24 is added to Exhibit E of the Development Contract to read as follows:

> **24. <u>ALVERNO AVENUE</u>.** Developer agrees that Developer, at its own expense, will construct Alverno Avenue according to the collector street standards and construction plans that have been approved by the City.

3.) The City Council hereby approves an amendment to the Development Contract whereby the text of Exhibit F to the Development Contract is amended to read as shown on the attachment to this resolution.

4.) These amendments shall be incorporated into the Development Contract and the Development Contract shall be re-executed by the City and Developer.

5.) The Mayor and Deputy Clerk are hereby authorized to execute the Development Contract as so amended.

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

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

EXHIBIT F
ESCROW CALCULATION
(Continued)

The DEVELOPER has deposited ~~$106,000~~ $31,000 in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of the Development Contract for the Plat of Argenta Hills 8th Addition.

Subject to the following paragraph, upon satisfactory completion of the DEVELOPER IMPROVEMENTS, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise charged the DEVELOPER for engineering inspection performed by the CITY.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the CITY (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the CITY to pay for deficiencies and problems related to grading, drainage and erosion control, tree preservation and landscaping on the lots in the plat of Argenta Hills 8th Addition in the event such problems and deficiencies arise after the CITY has accepted the DEVELOPER IMPROVEMENTS. The CITY may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

a.) all of the lots in the plats of Argenta Hills 8th Addition have been built upon; and

b.) all of the lawn or vegetative cover has been established, to the sole satisfaction of the CITY, on each of the individual lots in the plats of Argenta Hills 8th Addition.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, tree preservation or landscaping exceed the previously deposited ~~$106,000~~ $31,000 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

When the Developer replats Outlot I, Argenta 8th Addition into buildable lots, an additional engineering escrow amount will be required of the Developer prior to the replat being recorded. This additional engineering escrow will be determined by the City Engineer.

AGENDA ITEM _____

INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ORDINANCE ALLOWING VERTICAL ACCESS WIND TURBINES – Case No. 13-36ZA

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the Third Reading of an **Ordinance Amendment** to allow vertical access wind turbines (VAWT) as a permitted use in the A and E-1 zoning districts:

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

SUMMARY

On November 12th the City Council heard the second reading of the ordinance to allow VAWT's in the A, E-1 and E-2 zoning districts as a permitted use. After Council discussion, it was decided to remove the E-2 zoning district from the ordinance. Staff has modified the ordinance to reflect this change.

RECOMMENDATIONS

Staff presents Council with the third reading of the ordinance. Staff recommends approval of the zoning ordinance as presented.

Planning Commission: Recommended denial of the zoning ordinance amendment (6-1) at their August 7, 2013 meeting.

Attachments: Draft Ordinance

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CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, (ZONING ORDINANCE) REGARDING ALLOWING VERTICAL AXIS TURBINES AS A PERMITTED USE IN THE A, AGRICULTURAL AND E-1 ESTATE RESIDENTIAL ZONING DISTRICTS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 10, Chapter 6, LAND USE MATRICES of the Inver Grove Heights City Code is hereby amended to add the following:

10-6-1: **LAND USES IN ALL RESIDENTIAL DISTRICTS:**

Use	Zoning District												
	A	E-1	E-2	R 1 A	R-1 B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
Permitted Uses													
Vertical Axis Turbines (see section 10-15G-7 of this title)	P	P											

Section Two. **Amendment.** Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

Vertical Axis Turbine: A type of wind turbine where the main rotor shaft is set vertically

Section Three. **Amendment.** Title 10, Chapter 10-15G-7, PERFORMANCE STANDARDS, of the Inver Grove Heights City Code is hereby amended to add the following:

VERTICAL AXIS WIND TURBINE (VAWT): shall be allowed as a permitted use in the A and E-1 districts provided the following criteria are met:

a. Within all A and E-1 zoning districts, the maximum height for a free-standing VAWT shall be 52.5 feet. Heights in excess of those allowed shall be permitted by conditional use permit.

   The maximum height of the VAWT shall be 15 feet if attached to or placed on the roof of the principal structure.

   Property located in the shoreland and critical area districts are limited to a maximum VAWT height of 35 feet, per state regulations.

b. The base of the turbine shall be set back from all property lines a distance equal to the turbine height, measured to the highest point of the turbine or equal to the principal structure setback of the base zoning district, whichever is greater.

c. On lots less than 15 acres in size, no more than one roof top or one free-standing turbine is permitted. On lots greater than 15 acres additional turbines are allowed provided they do not exceed a density of 15 acres per turbine. The location of the VAWT's may be clustered together.

d. VAWT's shall comply with all applicable state and federal regulatory standards including, but not limited to, the Federal Aviation Administration (FAA), Minnesota Pollution Control Agency (MPCA) and State Building Code. A building permit consisting of a completed application, site plan, two (2) sets of plans, and structural engineering is required for a VAWT prior to installation. VAWT's shall be certified by Underwriters Laboratories, Inc, the Small Wind Certification Council, Intertech, or other body as determined by the Chief Building Official. The City reserves the right to deny a building permit for a VAWT's deemed to have inadequate certification or testing for operation in a severe winter climate.

e. The appearance of the VAWT shall be maintained throughout the life of the wind energy system pursuant to industry standards. The system shall not be used for displaying any advertising.

f. All grid connected systems shall have an agreement with the local utility prior to the issuance of a building permit. A visible external disconnect must be provided if required by the utility company.

g. If the VAWT remains nonfunctional or inoperative for a continuous period of one year, the system shall be deemed to be abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at their expense after a demolition permit has been obtained. Removal includes the entire structure including foundation to below natural grade and transmission equipment.

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Section Four. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____day of _____, 2013.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

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AGENDA ITEM _____

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

To Review the 2014 Tax Levies and Budgets

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda		None
Contact:	Kristi Smith 651-450-2527 KSmith		Amount included in current budget
Prepared by:	Kristi Smith, Finance Director		Budget amendment requested
Reviewed by:	Joe Lynch, City Administrator		FTE included in current complement
			New FTE requested – N/A
		X	Other-2014 Tax Levies and Budgets

PURPOSE/ACTION REQUESTED
To review the 2014 tax levies and budgets.

SUMMARY
December 9, 2013 is the regularly scheduled meeting when the budgets and tax levies will be discussed and acted on. The preliminary levies and budgets were adopted by Council on September 9, 2013.

Revised 2014 budgets are included for your review. The following changes have been incorporated since September 9, 2013:

- Exhibit B – General Tax Levy reduced by $185,000 to $13,518,400
- Exhibit C
  - Updated information received from Dakota County
  - Reflects extension of TIF 2-1
  - City Administrator Recommended column included
  - Estimated tax rate 46.267, slight reduction from 2013
- Exhibit D
  - updated to reflect City Administrator recommended budget tax rate of 46.267
  - Mean and median properties included
- Proposed General Fund Budget Summary, individual department pages also reflect these changes
  - Property tax levy reduced by $185,000
  - Charges for services increased by $2,300
  - Sales tax savings (direct and through reduced allocations) $107,200
  - Mayor and Council - Corporate reduced $50,000
  - Administration – Other Professional Services reduced $7,000
  - Planning – Overtime and benefits reduced $3,500
  - Police – Prosecution reduced $15,000
- Recreation – sales tax savings $2,600 which reduced the transfer in from General Fund
- Community Center – sales tax savings $14,600 which reduced the transfer in from Host Community Fund
- Water – sales tax savings $42,300
- Sewer – sales tax savings $2,800
- Risk Management – sales tax savings $100 which reduced allocations to departments
- Central Equipment
  - Sales tax savings $22,800 which reduced allocations to departments
  - Capital outlay increased by $682,300

- Central Stores – sales tax savings of $4,300 which reduced allocations to departments
- City Facilities – sales tax savings of $11,900 which reduced allocations to departments
- Technology – sales tax savings of $11,600 which reduced allocations to departments

Reliances on other funds:

- General Fund relies on $400,000 from Host Community Fund and $202,000 from Central Equipment and $30,300 from fund balance.
- Debt Service levies have been reduced due to reliance on $330,000 from Closed Bond Fund.
- Recreation Fund relies on $378,000 from the General Fund.
- Community Center relies on $415,500 from Host Community Fund for operations and $384,000 from Capital Facilities Fund for capital.
- EDA received $500 from the General Fund but does not have an ongoing revenue source and is utilizing its current cash balance.
- ADA is relying on $11,700 from City Facilities, $7,600 from Water, and $21,800 from Host Community Fund.

Also included are the following draft documents for your review:

- Truth-in-taxation booklet
- PowerPoint presentation
- Resolution adopting the final tax levies for the year 2013, collectible in 2014
- Resolution adopting the final 2014 budgets
- Resolution adopting the final watershed management taxing districts' tax levies for the year 2014

City of Inver Grove Heights

DRAFT

2014 Proposed Budgets

and

2014 Proposed Property Taxes

Monday, December 9, 2013
7:00 P.M.

CITY OF INVER GROVE HEIGHTS

2014 PROPOSED BUDGETS

Fund	2013 Amended	2014 Proposed 9/9/2013	2014 Proposed 12/9/2013
General	$ 16,300,000	$ 16,881,000	$ 16,698,300
Recreation	666,700	661,800	659,200
Community Center	2,928,700	2,998,300	2,983,700
EDA	55,500	60,900	60,900
Golf Course	1,854,800	1,653,600	1,652,900
	as enterprise fund	as special revenue fund	
Storm Water	309,600	309,800	309,800
ADA	36,600	41,100	41,100
Water	3,479,750	3,456,600	3,414,300
Sewer	3,309,200	3,251,100	3,248,300
Risk Management	812,274	795,900	795,800
Central Equipment	2,479,350	1,830,400	2,489,900
		excluded capital outlay	
Central Stores	165,774	91,700	87,400
City Facilities	815,600	827,400	827,200
Technology	710,600	715,700	704,100
	$ 33,924,448	$ 33,575,300	$ 33,972,900

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CITY OF INVER GROVE HEIGHTS

2014 PROPOSED CITY TAX LEVY

	Amended 2013	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013	Percent Change
General Operating Fund	13,093,012	13,703,400	13,518,400	3.25%
General Bond Retirement	1,304,288	1,382,322	1,382,322	5.98%
Total City-Wide Tax Levy	$ 14,397,300	$ 15,085,722	$ 14,900,722	3.50%
Watershed Management District Tax Levies:				
2010C - Simley Lake	$ 41,168	$ 44,843	$ 44,843	8.93%
2012A - Cuneen Trail/College Trail	113,295	111,195	111,195	-1.85%
	$ 14,551,763	$ 15,241,760	$ 15,056,760	3.47%
City Tax Rate	0.46312	0.46312	0.46267	-0.10%

Notes:
2013 Levy for General Bond Retirement reduced by $330,000 contribution from Closed Bond Fund.
2014 Levy for General Bond Retirement reduced by $330,000 contribution from Closed Bond Fund.

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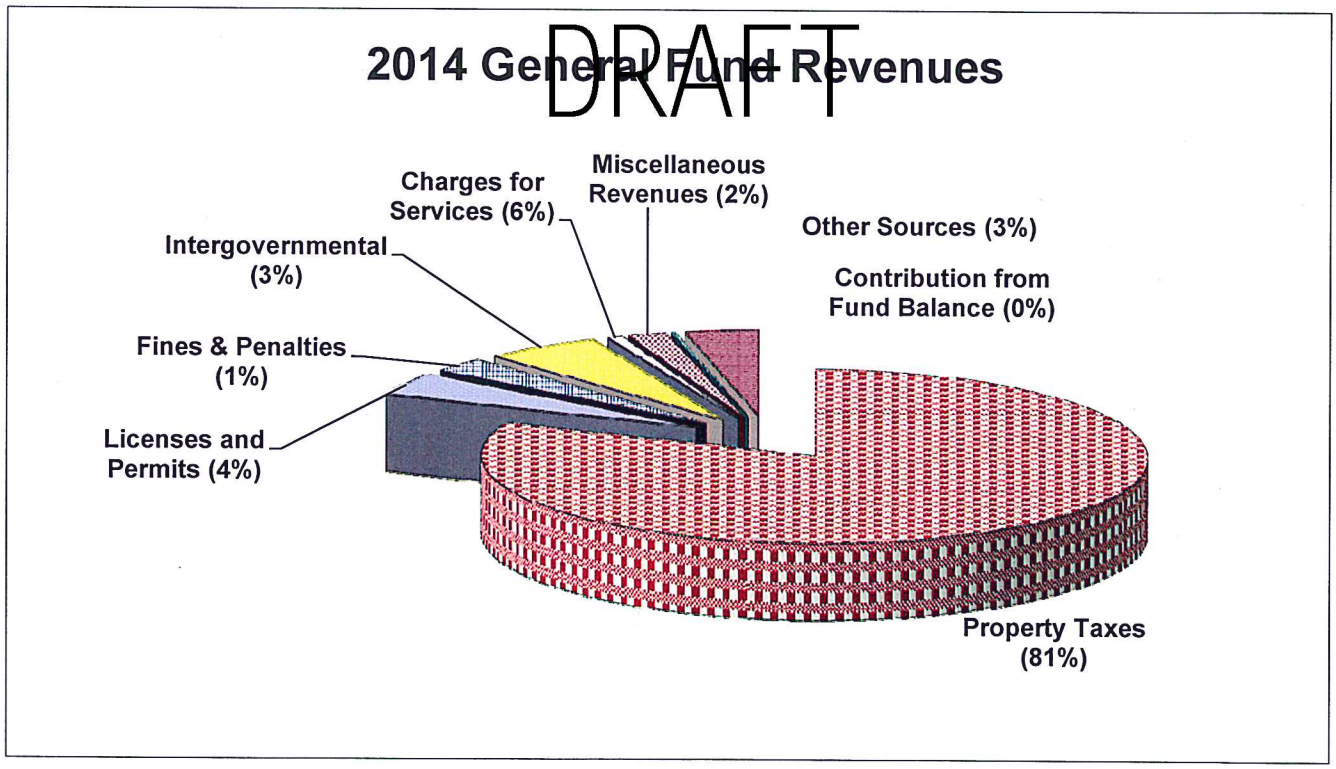
CITY OF INVER GROVE HEIGHTS

2014 General Fund
Revenues

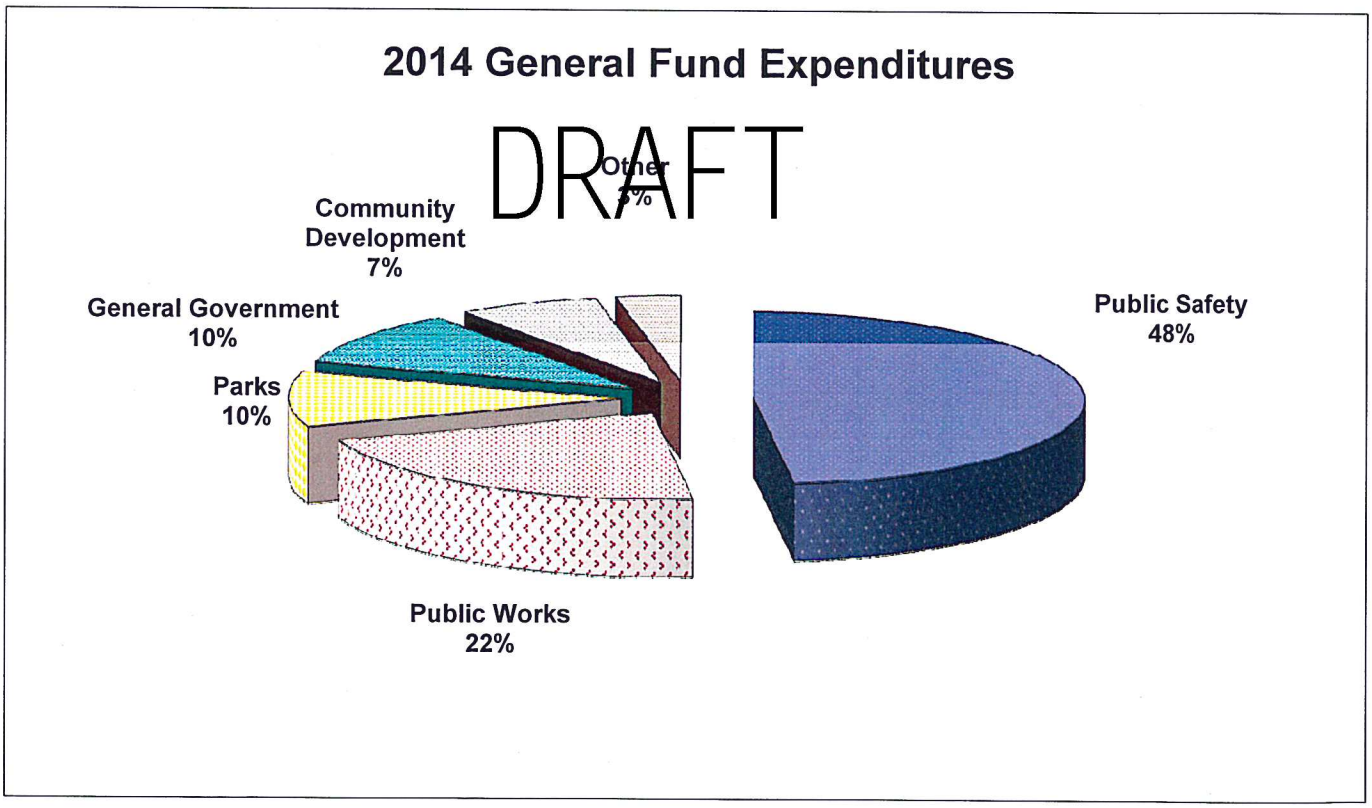
	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Property Taxes	$ 13,103,012	$ 13,713,400	$ 13,528,400
Licenses & Permits	581,900	713,900	713,900
Intergovernmental	461,200	444,200	444,200
Charges for Services	926,000	941,700	944,000
Fines & Penalties	150,000	120,000	120,000
Miscellaneous Revenues	202,200	315,500	315,500
Contribution From Fund Balance	114,300	30,300	30,300
Other Sources	761,388	602,000	602,000
TOTAL REVENUES	$ 16,300,000	$ 16,881,000	$ 16,698,300



CITY OF INVER GROVE HEIGHTS

2014 General Fund Expenditures

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Public Safety	$ 7,731,200	$ 8,060,900	$ 8,020,000
Public Works	3,432,600	3,623,300	3,578,700
Parks	1,628,600	1,738,700	1,716,800
General Government	1,651,800	1,776,400	1,710,600
Community Development	1,178,400	1,150,600	1,143,700
Other	677,400	531,100	528,500
TOTAL EXPENDITURES	$ 16,300,000	$ 16,881,000	$ 16,698,300



CITY OF INVER GROVE HEIGHTS

SPECIAL REVENUE FUNDS

2014 Proposed Recreation Fund Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Program Fees	$ 248,100	$ 241,700	$ 241,700
Other	8,500	8,500	8,500
Transfer In From General Fund	379,100	380,600	378,000
Contribution from (to) Fund Balance	31,000	31,000	31,000
TOTAL	$ 666,700	$ 661,800	$ 659,200
Expenditures -			
Current	$ 666,700	$ 661,800	$ 659,200
TOTAL	$ 666,700	$ 661,800	$ 659,200

DRAFT

2014 Proposed Community Center Fund Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Community Center Fees	$ 2,021,900	$ 2,054,000	$ 2,054,000
Contrib. & Donations	128,000	128,000	128,000
Other	2,600	2,200	2,200
Transfers in From			
Host Community Fund	373,200	430,100	415,500
Capital Facilities Fund	50,000	384,000	384,000
Comm. Projects Fund	353,000	-	-
TOTAL	$ 2,928,700	$ 2,998,300	$ 2,983,700
Expenditures -			
Current	$ 2,525,700	$ 2,614,300	$ 2,599,700
Capital Outlay	403,000	384,000	384,000
TOTAL	$ 2,928,700	$ 2,998,300	$ 2,983,700

CITY OF INVER GROVE HEIGHTS

2014 Proposed EDA Fund Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Other	$ -	$ 3,500	$ 3,500
Transfer in From General Fund	300	500	500
Contribution from (to) Fund Balance	55,200	56,900	56,900
TOTAL	$ 55,500	$ 60,900	$ 60,900
Expenditures -			
Current	$ 55,500	$ 60,900	$ 60,900
TOTAL	$ 55,500	$ 60,900	$ 60,900

2014 Proposed Golf Course Budget

DRAFT

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
	enterprise fund	special revenue fund	
Revenues -			
Charges for Services	$ 1,574,800	$ 1,586,600	$ 1,586,600
Transfer in Host Community Fund	-	100,000	100,000
Contribution from (to) Retained Earnings	280,000	(33,000)	(33,700)
TOTAL	$ 1,854,800	$ 1,653,600	$ 1,652,900
Expenditures -			
Current	$ 1,789,900	$ 1,489,100	$ 1,488,400
Capital Outlay	-	135,000	135,000
Debt Service	64,900	29,500	29,500
TOTAL	$ 1,854,800	$ 1,653,600	$ 1,652,900

CITY OF INVER GROVE HEIGHTS

CAPITAL PROJECT FUNDS

2014 Proposed Storm Water Fund Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Storm Water Fees	$ 309,600	$ 309,800	$ 309,800
TOTAL	$ 309,600	$ 309,800	$ 309,800
Expenditures -			
Current	$ 309,600	$ 309,800	$ 309,800
TOTAL	$ 309,600	$ 309,800	$ 309,800

2014 Proposed ADA Fund Budget

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	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Transfers in From			
Host Community Fund	$ 16,500	$ 21,800	$ 21,800
City Facilities Fund	14,400	11,700	11,700
Water Fund	5,700	7,600	7,600
TOTAL	$ 36,600	$ 41,100	$ 41,100
Expenditures -			
Current	$ 36,600	$ 41,100	$ 41,100
TOTAL	$ 36,600	$ 41,100	$ 41,100

CITY OF INVER GROVE HEIGHTS

ENTERPRISE FUNDS

2014 Proposed Water Fund Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Water Fees	$ 2,787,500	$ 2,845,900	$ 2,845,900
Other	85,000	90,000	90,000
Contribution from (to) Retained Earnings	607,250	520,700	478,400
TOTAL	$ 3,479,750	$ 3,456,600	$ 3,414,300
Expenses -			
Current	$ 2,787,750	$ 2,761,000	$ 2,718,700
Transfer Out	692,000	695,600	695,600
TOTAL	$ 3,479,750	$ 3,456,600	$ 3,414,300

2014 Proposed Sewer Fund Budget

DRAFT

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Sewer Fees	$ 2,898,600	$ 2,999,100	$ 2,999,100
Other	60,000	60,000	60,000
Contribution from (to) Retained Earnings	350,600	192,000	189,200
TOTAL	$ 3,309,200	$ 3,251,100	$ 3,248,300
Expenses -			
Current	$ 3,144,200	$ 3,231,100	$ 3,228,300
Capital Outlay	165,000	20,000	20,000
TOTAL	$ 3,309,200	$ 3,251,100	$ 3,248,300

CITY OF INVER GROVE HEIGHTS

INTERNAL SERVICE FUNDS

2014 Proposed Risk Management Fund Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Internal Charges	$ 603,300	$ 716,000	$ 715,900
Other	14,600	79,900	79,900
Contribution from (to) Retained Earnings	194,374	-	-
TOTAL	$ 812,274	$ 795,900	$ 795,800
Expenses -			
Current	$ 733,400	$ 795,900	$ 795,800
Transfer to General Fund	78,874	-	-
TOTAL	$ 812,274	$ 795,900	$ 795,800

2014 Proposed Central Equipment Fund Budget

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	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Internal Charges	$ 2,192,300	$ 2,303,200	$ 2,280,400
Other	100,000	124,700	124,700
Contribution from (to) Retained Earnings	187,050	(597,500)	84,800
TOTAL	$ 2,479,350	$ 1,830,400	$ 2,489,900
Expenses -			
Current	$ 1,846,800	$ 1,628,400	$ 1,605,600
Capital Outlay	632,550	not included	682,300
Transfer to General Fund	-	202,000	202,000
TOTAL	$ 2,479,350	$ 1,830,400	$ 2,489,900

CITY OF INVER GROVE HEIGHTS

2014 Proposed Central Stores Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Internal Charges	$ 82,900	$ 86,800	$ 82,500
Investment Earnings	4,000	4,900	4,900
Contribution from (to) Retained Earnings	78,874	-	-
TOTAL	$ 165,774	$ 91,700	$ 87,400
Expenses -			
Current	$ 86,900	$ 91,700	$ 87,400
Transfer to General Fund	78,874	-	-
TOTAL	$ 165,774	$ 91,700	$ 87,400

2014 Proposed City Facilities Fund Budget

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	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Internal Charges	$ 340,900	$ 331,700	$ 319,800
Other	8,000	4,000	4,000
Contribution from (to) Retained Earnings	466,700	491,700	503,400
TOTAL	$ 815,600	$ 827,400	$ 827,200
Expenses -			
Current	$ 815,600	$ 827,400	$ 815,500
Transfer to ADA Fund	-	-	11,700
TOTAL	$ 815,600	$ 827,400	$ 827,200

CITY OF INVER GROVE HEIGHTS

2014 Proposed Technology Fund Budget

	2013 Amended Budget	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013
Revenues -			
Internal Charges	$ 657,500	$ 770,900	$ 761,400
Other	2,500	2,500	2,500
Contribution from (to) Retained Earnings	50,600	(57,700)	(59,800)
TOTAL	$ 710,600	$ 715,700	$ 704,100
Expenses -			
Current	$ 614,500	$ 627,700	$ 621,200
Capital Outlay	96,100	88,000	82,900
TOTAL	$ 710,600	$ 715,700	$ 704,100

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City of Inver Grove Heights
2014 Tax Levies and Budgets

December 9, 2013

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2014 Tax Levies and Budgets

- Preliminary levies and budgets were approved on September 9, 2013
- Dakota County mailed the 2014 proposed property tax notices on November 15, 2013
- December 9, 2013
  - Presentation of final budget
  - Public must be allowed to speak
  - Adoption of final levies and budgets
- Final levies and budgets must be certified to Dakota County on or before December 30, 2013

2014 Budgets

Fund	2013 Amended	2014 Proposed 9/9/2013	2014 Proposed 12/9/2013
General	$ 16,300,000	$ 16,881,000	$ 16,698,300
Recreation	666,700	661,800	659,200
Community Center	2,928,700	2,998,300	2,983,700
EDA	55,500	60,900	60,900
Golf Course	1,854,800	1,653,600	1,652,900
	as enterprise fund	as special revenue fund	
Storm Water	309,600	309,800	309,800
ADA	36,600	41,100	41,100
Water	3,479,750	3,456,600	3,414,300
Sewer	3,309,200	3,251,100	3,248,300
Risk Management	812,274	795,900	795,800
Central Equipment	2,479,350	1,830,400	2,489,900
		excluded capital outlay	
Central Stores	165,774	91,700	87,400
City Facilities	815,600	827,400	827,200
Technology	710,600	715,700	704,100
	$ 33,924,448	$ 33,575,300	$ 33,972,900

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2014 Tax Levies

	Amended 2013	Proposed 2014 9/9/2013	Proposed 2014 12/9/2013	Percent Change
General Operating Fund	13,093,012	13,703,400	13,518,400	3.25%
General Bond Retirement	1,304,288	1,382,322	1,382,322	5.98%
Total City-Wide Tax Levy	$ 14,397,300	$ 15,085,722	$ 14,900,722	3.50%
Watershed Management District Tax Levies:				
2010C - Simley Lake	$ 41,168	$ 44,843	$ 44,843	8.93%
2012A - Cuneen Trail/College Trail	113,295	111,195	111,195	-1.85%
	$ 14,551,763	$ 15,241,760	$ 15,056,760	3.47%
City Tax Rate	0.46312	0.46312	0.46267	-0.10%

Net Tax Capacity and Net Tax Levy

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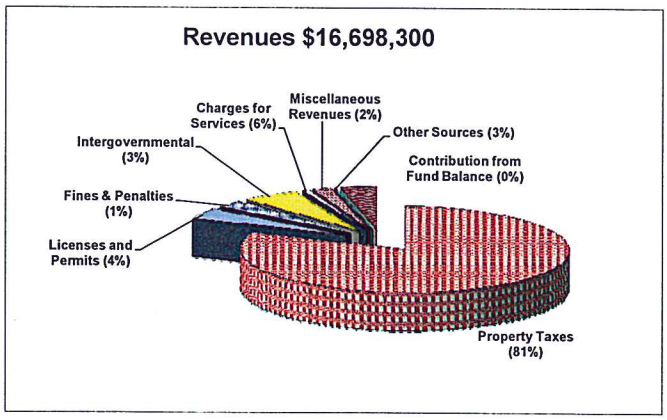
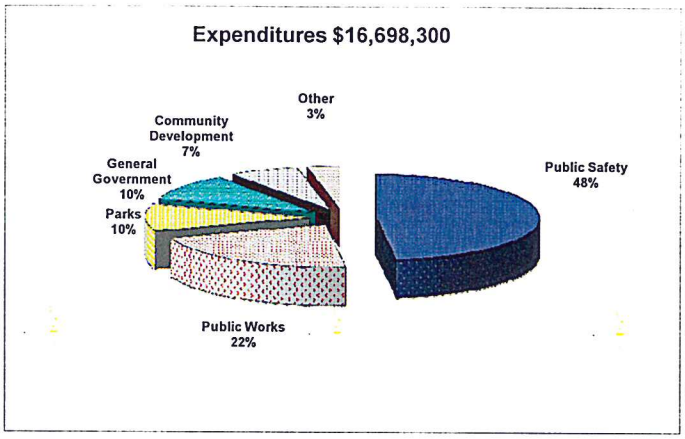
2014 General Fund Revenues



2014 General Fund Expenditures



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Questions?

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE FINAL TAX LEVIES FOR THE YEAR 2013, COLLECTIBLE IN 2014

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a final levy upon taxable property in the City of Inver Grove Heights for the year 2013, collectible in 2014, for the following purposes in the following amounts:

General Operating Fund		$13,518,400
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	85,000	
(Levy of $150,000 less transfer from Closed Bond Fund of $65,000)		
G.O. Improvement Bonds, 2008A	135,000	
(Levy of $200,000 less transfer from Closed Bond Fund of $65,000)		
G.O. Capital Improvement Bonds, 2009A	400,300	
(Levy of $600,300 less transfer from Closed Bond Fund of $200,000)		
G.O. Improvement Bonds, 2010B	282,755	
PIR Refunding Bonds, 2010C	56,985	
G.O. Improvement Refunding Bonds, 2011A	150,000	
Total Bond Retirement		1,382,322
Total Levy		$14,900,722

Adopted this 9th day of December, 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 FINAL 2014 BUDGETS

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: The following final funds' Budgets for the City of Inver Grove Heights for fiscal year 2014 are hereby approved:

General Fund	$16,698,300
Recreation Fund	659,200
Community Center Fund	2,983,700
EDA Fund	60,900
Storm Water Fund	309,800
ADA Fund	41,100
Water Fund	3,414,300
Sewer Fund	3,248,300
Golf Course Fund	1,652,900
Risk Management Fund	795,500
Central Equipment Fund	2,489,900
Central Stores Fund	87,400
City Facilities Fund	827,200
Technology Fund	704,100

Adopted this 9th day of December, 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 FINALWATERSHED 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/College Trail W.M.T.D. G.O. Storm Water Refunding Bonds 2012A (Project No. 9501, Arbor Pointe Area Stormwater Pump/Lift)	$111,195
Simley Lake W.M.T.D. G.O. Storm Water Bonds 2010C (Project No. 1993-27, Cahill Ave.)	$44,843

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

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

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

Consider Application for Chicken License – 931 10th Ave. S.

Meeting Date: November 25, 2013
Item Type: Regular
Contact: 651-450-2513
Prepared by: Melissa Kennedy
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider application for chicken license for property located at 931 10th Ave. S.

SUMMARY: An application was submitted by Billy Pape for a chicken license to keep a total of six(6) chickens on their property. The applicant provided the required information and license fee. On November 1st, as per City Code requirements, notice was sent to neighbors directly abutting and contiguous to the subject property. One (1) written objection was received within the ten (10) day response period. The objection is attached for your review.

Because an objection was received, the Code Compliance Specialist visited the subject property on November 13th to discuss and verify the site plan provided by the applicant. A site inspection was conducted by the Code Compliance Specialist and she found that the applicant's site plan would meet all of the planning and zoning requirements set forth by City Code, provided everything was constructed to the same specifications that were submitted with the application. Photos of the subject property are attached for your review. The coop has not yet been constructed and no chickens are currently being kept on the property. Therefore no opinion could be offered with respect to noise or the specific shelter and enclosure requirements related to cleanliness.

Council is asked to review the application and determine if the license should be approved.

RECEIVED

OCT 29 2013

City of Inver Grove Heights

CHICKEN LICENSE APPLICATION

License Period: 3/1/13 – 2/28/15

Cost = $25

Section 1: Site/Applicant/Property Owner Information

1. **Site Address:** 931 10th Ave S.
2. **Applicant Name:** Billy Pape

   Applicant Address: 931 10th Ave S. Inver Grove Heights, MN 55076
   Zip Code
3. **Daytime Phone:** (651) 455-1233 **Evening Phone:** ( ) same
4. **Applicant E-mail:** —
5. **Property Owner Name:** Billy Pape

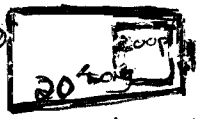
   Address: 931 10th Ave S. I.G.H. , MN 55076
   Street City State Zip Code

   Property Owner Signature: Billy Pape
   (if ~~different from applicant~~)

   The above referenced property's Homeowner's Association rules, if any, do not prohibit the keeping of chickens on the property (please initial):

   _____ **Yes** _____ **No** X **Not Applicable**

Section 2: Coop/Run Information

1. Please provide the total number of chickens to be kept: 6
2. Please provide the dimensions of the coop: 10' width x 12' Length
3. Please provide the dimensions of the run: 21' wide (west)  12' wide (east)

4. Describe the exterior materials to be used for the coop and run. Attach a drawing or picture of the coop.

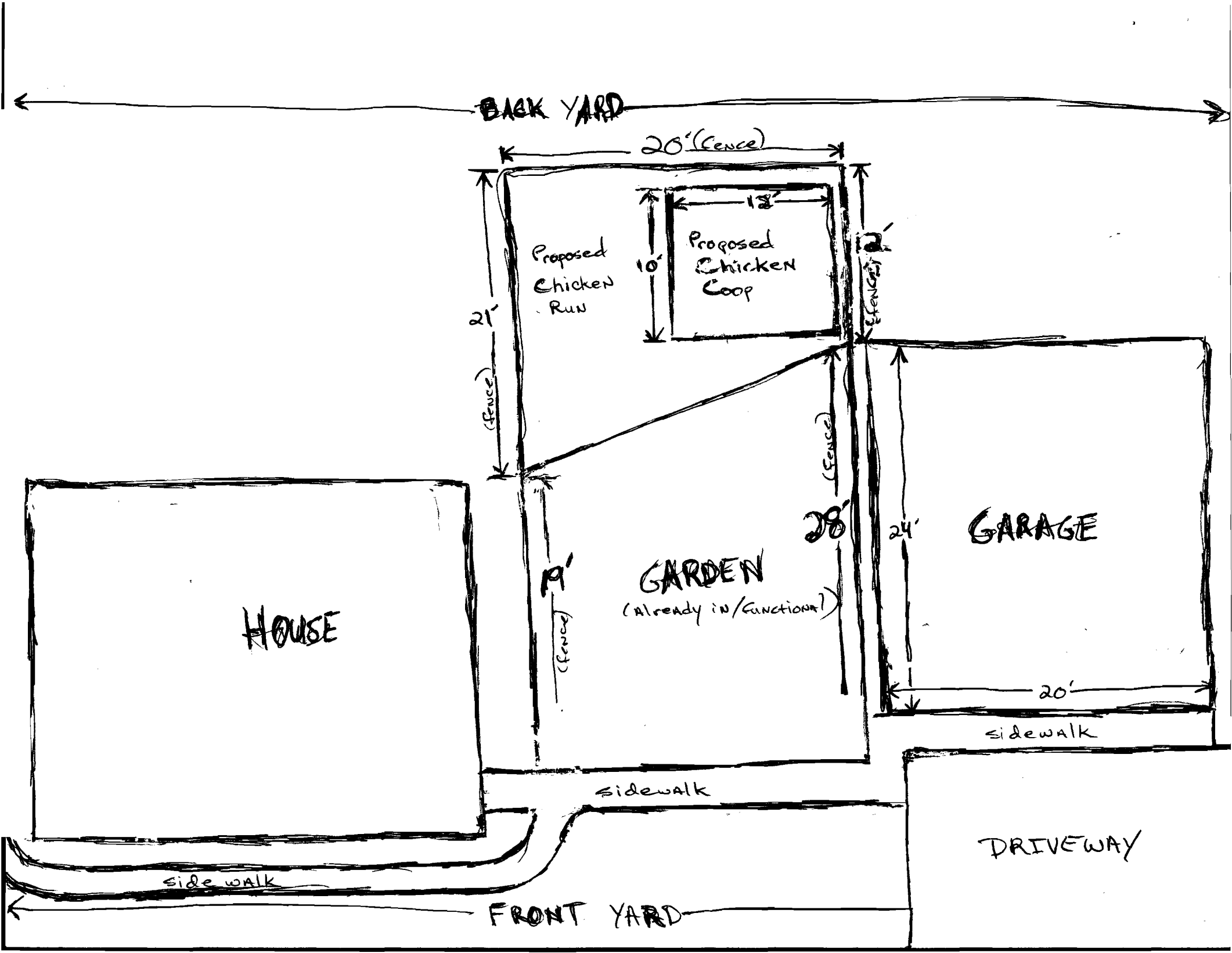
10x12' Coop (see attached) completly vinyl, wood (all) green treated 4x4 posts, concrete footings, 2x12 beams, 2x10 joists, galvanized hardware, composite deck boards or thick ml. rubber over top of deck base,

5. Will a fence be added in addition to the coop and run? Yes X No _____
If yes, please provide a description of the fence including location, size, and materials.

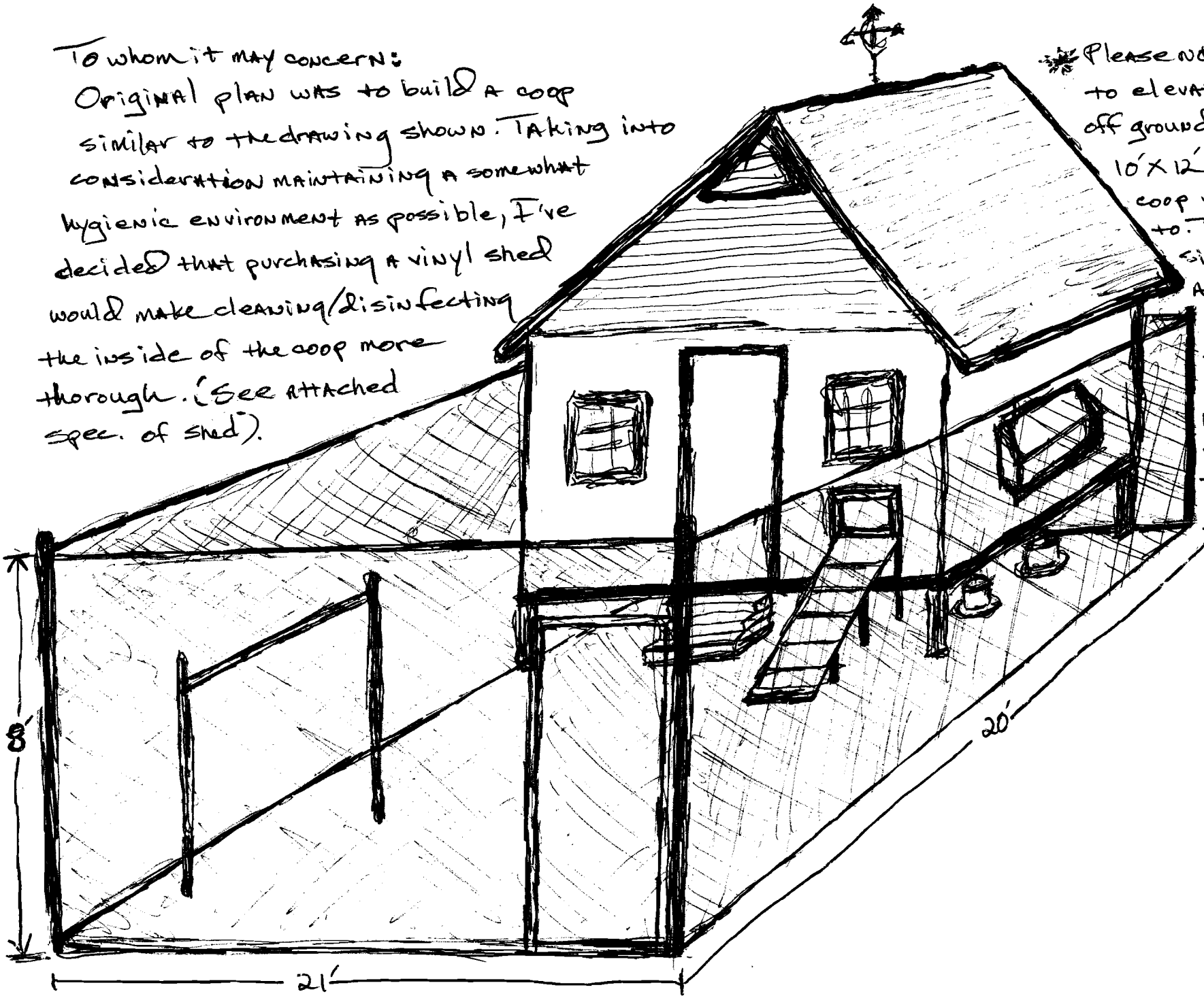
either a heavy gauge welded wire and/or galvanized criss cross fence. 8' high, 20' long, 21' wide (west) 12' wide (east)

6. Please attach a site plan of the property for depicting the location of the chicken coop and run

See attached drawing


BACK YARD
20' (fence)
12'
Proposed Chicken Run
10'
Proposed Chicken Coop
12'
(fence)
21'
(fence)
(fence)
28'
24'
GARAGE
19'
GARDEN
(already in/functional)
(fence)
HOUSE
20'
sidewalk
sidewalk
DRIVEWAY
side walk
FRONT YARD

To whom it may concern:
Original plan was to build a coop similar to the drawing shown. Taking into consideration maintaining a somewhat hygienic environment as possible, I've decided that purchasing a vinyl shed would make cleaning/disinfecting the inside of the coop more thorough. (See attached spec. of shed).



*Please note: Still plan to elevate the coop 2' off ground with a simple 10'x12' deck that the coop will be secured to. The run dimensions will remain as shown. Wire guage will be thick enough to keep out any local wildlife and will enclose the entire run including top.

11.13.2013

11.13.2013

11.13.2013

11.13.2013

11.13.2018

Melissa Kennedy

From: SHAWN TUHY [shawnkelly2e@msn.com]
Sent: Friday, November 08, 2013 6:31 PM
To: Melissa Kennedy
Subject: Chicken License Application Objection - 931 10th Ave So

Dear Melissa Kennedy –

I received a Notice of Pending Action in regards to the Chicken License Application of Billy Pape (Potential Chicken Owner) at 931 10th Avenue South, Inver Grove Heights, MN 55076. The Potential Chicken Owner's home shares the Inver Grove Heights/South Saint Paul City Line with my residence, and only myself and other residents of South Saint Paul would have sight lines to this potential structure. While I understand the legal rights of Inver Grove Heights residents to have these farm animals in their city, Farm Animals are not allowed in the city of South Saint Paul that I reside within.

My concern with the application and structure being suggested in this application is that the structure is being built unnecessarily close to the city limits of Inver Grove Heights. While considered valid yard creatures within Inver Grove Heights, these farm animals have a long history of smell, noise, and additional care to the point that they are illegal to own a mere 15 feet away in South Saint Paul.

I understand I cannot legally restrict the structure within this application, I hope that this objection to the style of structure being built is enough to alter the plans shown in the application. My objections to this application will be released if an aesthetically pleasing fence blocking the site lines of this structure and these farm animals is erected facing the city line. The fence must be erected within the confines of his property, not within the Right of Way, to adhere to the snow removal within the Right of Way.

Thank you for allowing my word to be heard, and my objection to be Raised.

-Shawn Tuhy
932 9th Avenue South
South St Paul, MN 55075

AGENDA ITEM _____

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

CONSIDER DESIGN AND COST OF A SIGN FOR THE EAST WALL OF CITY HALL

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular	[ ]	None
Contact:	Jenelle Teppen, Asst. City Admin	[ ]	Amount included in current budget
Prepared by:	n/a	[ ]	Budget amendment requested
Reviewed by:	n/a	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[X]	Other

PURPOSE/ACTION REQUESTED Consider the design and cost of a sign for the exterior east wall of City Hall.

SUMMARY The Council previously discussed this matter at their October 28 regular meeting. At that time, the Council tabled the discussion asking for staff to provide them with a similarly designed sign that they could go look at. Staff has provided the information to Council that the new monument signs on the corners of 80th and Barbara and Babcock and Barbara are similarly designed.

Previous to the discussion on the 28th Council had directed staff to work with the sign consultant on a larger and lighted sign for the east exterior wall of City Hall.

The proposed design is attached. The proposed design removes the existing letters and replaces them with a cabinet measuring 1' 9", and 12"letters that would be illuminated.

The total cost which includes the sign, the electrical work and the design and coordination is $16,390.

The Council expressed a desire that the sign identifying City Hall be readable from Highway 52. The distance from City Hall to northbound 52 is 540 feet, while the distance to southbound is 435 feet.

Maximum readable distance for a 12" letter is 525'. Readable distance for maximum impact for 12" letters is 120'.

For a sign to provide readable distance for maximum impact at 540', letters need to be 54" high. The scale of that against the east wall of City Hall makes that aesthetically undesirable.

Should the Council decide to move ahead with this design, it could be funded from the City Facilities fund which has an unencumbered fund balance of $ 338,581. The Council should discuss and provide direction to staff.

K. EXISTING WALL ID FOR CITY HALL
REMOVE AND REPLACE EXISTING

PAINTED ALUMINUM SATIN BLACK/BROWN TO MATCH EXISTING MULLIONS

ROUTED LETTERS, PUSHED THROUGH, 3/4" WHITE ACRYLIC, INTERNALLY ILLUMINATED LED

ELECTRICAL HOOK UP BY OTHERS

SCALE: 1/8"=1'-0'

CITY OF
INVER GROVE HEIGHTS

EXTERIOR

CITY OF INVER GROVE HEIGHTS
8150 Barbara Ave
Inver Grove Hts, MN 55077

Identification
Design &
Standards

VISUAL
Communications
475 Cleveland
Avenue North
Suite 223
Ivy League Place
Saint Paul
Minnesota
55104

651-644-4494
651-644-4289
www.
visualcomm.com

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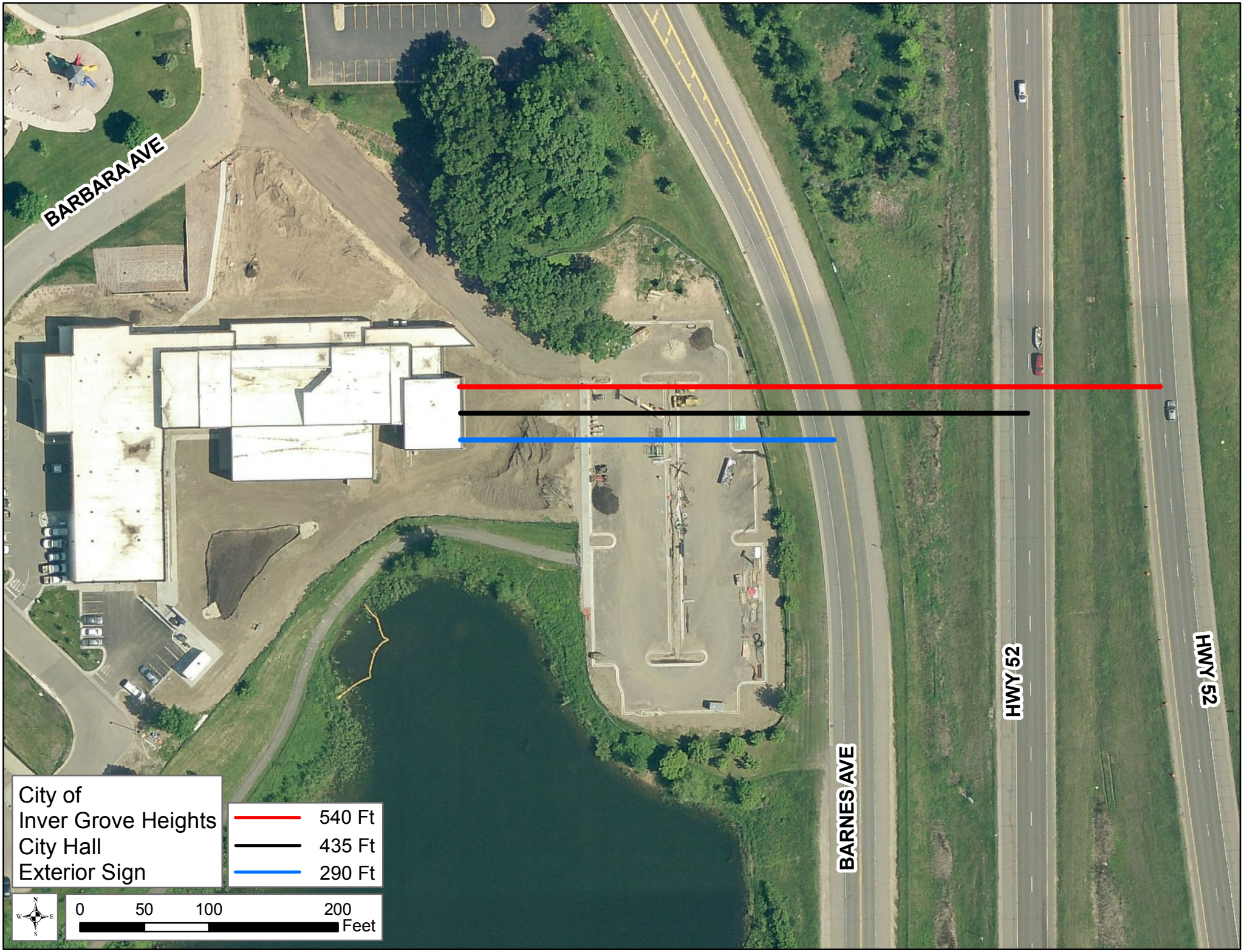
Project: 11.01.03G
Date: 12/21/12
Rev: 12/27/12
01/10/13
07/10/13 NV
09/10/13 NV


BARBARA AVE
BARNES AVE
HWY 52
HWY 52
City of
Inver Grove Heights
City Hall
Exterior Sign
540 Ft
435 Ft
290 Ft
0
50
100
200
Feet

AGENDA ITEM _____

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

CONSIDER REQUEST FOR A SPECIAL BOW HUNT OUTSIDE THE ESTABLISHED BOW HUNTING BOUNDARIES

Meeting Date:	November 25, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	JTeppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Consider a request for a special bow hunt outside the established bow hunting boundaries.

SUMMARY Jim and Lora Krech and Arlan and Dianne Olson of 2585 62nd Street E and 2615 62nd Street E, respectively, ask the City Council to consider their request for a special bow hunt to take place on their adjacent and contiguous properties. These properties are outside the established bow hunting boundaries (see attached map).

This item was before the Council on November 12. At that time, the City Attorney advised that there are no exceptions or waivers allowed in the current hunting regulations that would allow for hunting outside the established boundaries.

The City Attorney then suggested that the Council may consider allowing hunting outside the established boundaries by unanimously passing in one reading an amendment to the regulations that would expire at the end of 2013 (subsequent to the end of the period of time allowed for bow hunting by the DNR across the State).

That amendment has been drafted and is attached.

Staff has advised Mr. Krech and Mr. Olson that should they receive permission from the Council, they must comply with all the requirements set forth as if they were hunting within the boundaries where bow hunting is allowed. Those requirements are:

Bow Hunters may be property owners or have received written permission from the owner. Hunters who have received written permission from a property owner must inform the Police Department of dates when hunting will take place, etc. They must also show a valid State of Minnesota deer hunting license and comply with all laws and regulations of the State of Minnesota related to deer hunting. If you are hunting on your own property you are not required to register with the Police Department.

Additional regulations include:

- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveway consents to a lesser restriction.
- Restricting discharge within 200 feet of any public street or private roadway.
- There shall be no shooting or discharge of any bow and arrow within three hundred (300) feet of any residential or commercial structure.
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents and children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater. Including any parcel of less than 5 acres in size when combined with contiguous parcels to the owners, the residents of the parcel, the parents and children,

grandparents, aunts, uncles, brothers and sisters of owners or residents, and those receiving permission from all the owners.

- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

The Krech's property is 6.41 acres, and Olson's is 2.54 they therefore meet the requirements in the regulations for size. For the purposes of this special hunt they propose to combine the two properties so that a wider range of hunters can hunt.

RECOMMENDATION Staff recommends the Council approve the attached regulations to allow hunting on the two properties between now and December 31, 2013.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 5, CHAPTER 6, SECTION 1 (D)(1)(a) REGARDING THE AREA AVAILABLE FOR HUNTING IN THE CITY BY BOW AND ARROW

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 5, Chapter 6, Section 1(D)(1)(a) of the Inver Grove Heights City Code is hereby amended to read as follows:

D. Restrictions On Use of Bow And Arrow:

1. The shooting or discharge of any bow and arrow within the city is hereby prohibited except in any of the following circumstances:

   a. While hunting or engaged in target practice in that geographic portion of the city designated on the map attached to the ordinance codified herein as the area available for hunting or target practice, subject to the conditions hereafter set forth provided, however, up to and through December 31, 2013, the geographic portion of the city available for hunting shall additionally include the cross-hatched area shown on the map attached and made a part of this ordinance; or

Section Two. **Expiration and Repealer**. This ordinance and the amendment contained herein shall expire and be repealed from and after January 1, 2014. This ordinance shall not be codified as part of the Inver Grove Heights City Code. From and after January 1, 2014, Title 5, Chapter 6, Section 1(D)(1)(a) of the Inver Grove Heights City Code shall read as if it were not amended in any way by this ordinance.

Section Three. **Passage Without Three Readings**. By unanimous vote of the City Council, this ordinance is passed without three readings pursuant to Title 1, Chapter 2, Section 3(D)(2) of the Inver Grove Heights City Code.

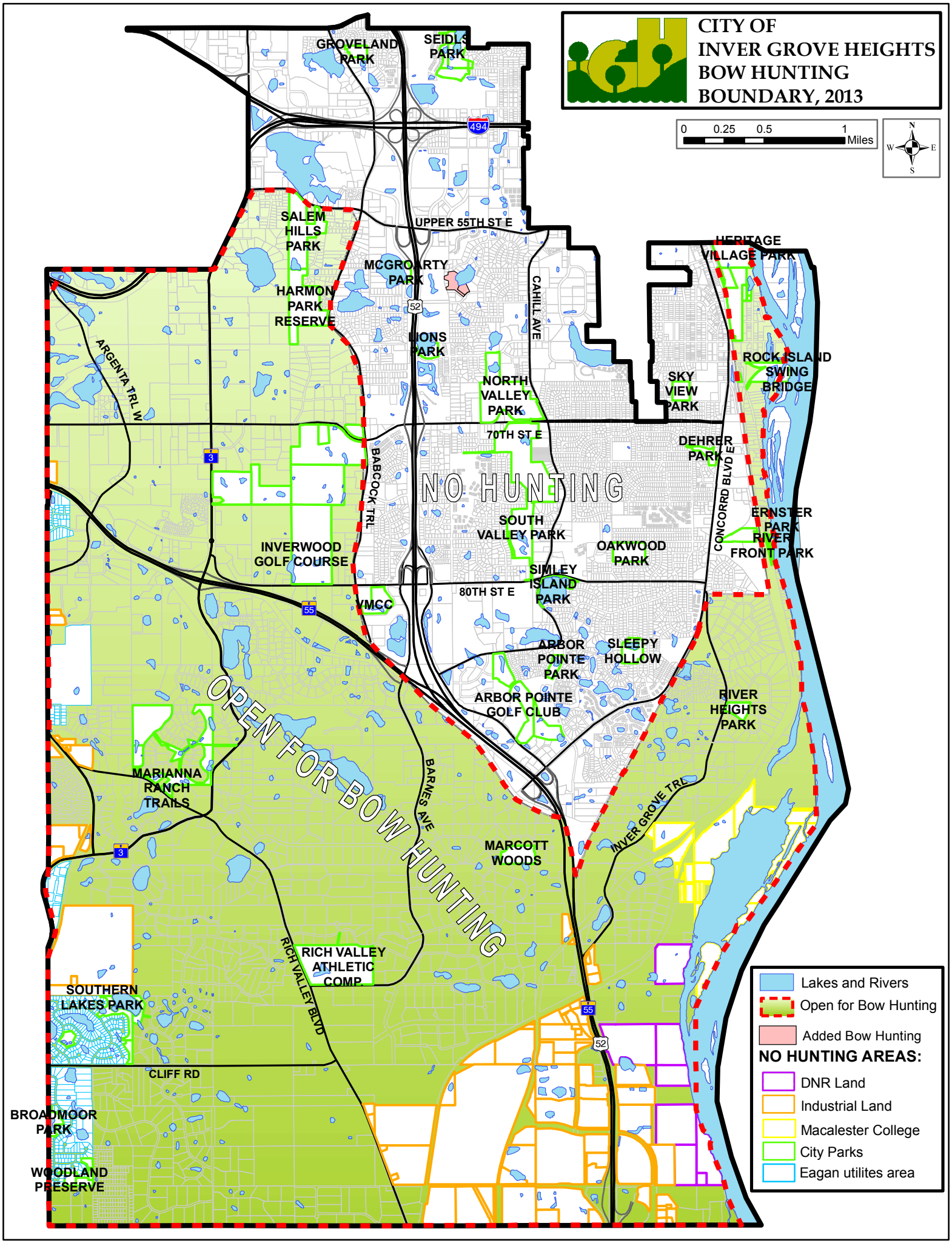
Passed in regular session of the City Council by unanimous vote on the 25th day of November, 2013.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Kennedy, Deputy City Clerk


CITY OF
INVER GROVE HEIGHTS
BOW HUNTING
BOUNDARY, 2013
0 0.25 0.5 1 Miles
N
W
E
S
GROVELAND PARK
SEIDLS PARK
494
SALEM HILLS PARK
UPPER 55TH ST E
HERITAGE VILLAGE PARK
MCGROARTY PARK
HARMON PARK RESERVE
52
CAHILL AVE
LIONS PARK
ROCK ISLAND SWING BRIDGE
ARGENTA TRL W
NORTH VALLEY PARK
SKY VIEW PARK
70TH ST E
DEHRER PARK
3
BABCOCK TRL
NO HUNTING
CONCORRD BLVD E
ERNSTER PARK
RIVER FRONT PARK
SOUTH VALLEY PARK
OAKWOOD PARK
INVERWOOD GOLF COURSE
SIMLEY ISLAND PARK
80TH ST E
55
VMCC
ARBOR POINTE PARK
SLEEPY HOLLOW
ARBOR POINTE GOLF CLUB
RIVER HEIGHTS PARK
OPEN FOR BOW HUNTING
MARIANNA RANCH TRAILS
BARNES AVE
INVER GROVE TRL
MARCOTT WOODS
RICH VALLEY ATHLETIC COMP
RICH VALLEY BLVD
SOUTHERN LAKES PARK
CLIFF RD
BROADMOOR PARK
WOODLAND PRESERVE
Lakes and Rivers
Open for Bow Hunting
Added Bow Hunting
NO HUNTING AREAS:
DNR Land
Industrial Land
Macalester College
City Parks
Eagan utilites area

AGENDA ITEM _____

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

CONSIDER FIRST READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2014

Meeting Date:	November 25, 2013		Fiscal/FTE Impact:
Item Type:	Regular	x	None
Contact:	Jenelle Teppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:	Scott Thureen, PW Director		FTE included in current complement
	Allan Hunting, City Planner		New FTE requested – N/A
	Tom Link, CD Director		Other

PURPOSE/ACTION REQUESTED The Council is asked to consider the first reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing has been set for January 13, 2014.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 4.5%. These proposed fees are based on financial projections supplied by Ehlers and Associates.

Staff proposes to increase the escrow fees for a few items to cover the increasing costs and complexities of reviewing certain applications. This will reduce or eliminate the billing to the applicants for expenses that exceed the amount of escrow currently collected.

The proposed changes are reflected on the attached.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

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

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat
The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	~~$1,095~~ **$1,135** multiplied by a density factor of 3.5 multiplied by Gross Acres

Fees Payable At Time of Building Permit
The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	~~$735~~ **$760** per SAC Unit
Water Treatment Plant Fee	~~$640~~ **$660** per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	~~$1,525~~ **$1,580**
1 ½ inch	~~$3,415~~ **$3,535**
2 inch	~~$6,065~~ **$6,275**
3 inch	~~$14,190~~ **$14,865**
4 inch	~~$24,245~~ **$25,095**
6 inch (or larger)	~~$6,845~~**58,835**

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat
The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	~~$1,095~~ **$1,135** multiplied by a density factor of 3.5 multiplied by Gross Acres

Fees Payable At Time of Building Permit
The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	~~$2,435~~ **$2,485** per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	~~$385~~ **$400** per SAC Unit
B-Line Special Connection Charge	~~$1,030~~ **$1,065** per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	~~$490~~ **$505**
6 inch	~~$830~~ **$860**
8 inch	~~$1,465~~ **$1,515**
10 inch	~~$2,295~~ **$2,375**
12 inch	~~$3,415~~ **$3,415**

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

Fees Payable At Time of Plat
(Northwest Area)

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	~~$955~~ **$1,000** multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	~~$955~~ **$1,000** multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	~~$955~~ **$1,000** multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	~~$955~~ **$1,000** multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$955~~ **$1,000**.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net

	Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by ~~$955~~ **$1,000.**
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by ~~$955~~ **$1,000**.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$955~~ **$1,000**.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Payable At Time of Building Permit
(Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit	~~$2,640~~ **$2,760** per SAC Unit

Fee (Northwest Area)	
Water Treatment Plant Fee (Northwest Area)	~~$640~~ **$670** per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	~~$1,575~~ **$1,645**
1 ½ inch	~~$3,530~~ **$3,690**
2 inch	~~$6,270~~ **$6,550**
3 inch	~~$14,095~~ **$14,730**
4 inch	~~$25,080~~ **$26,210**
6 inch (or larger)	~~$58,795~~ **$61,440**

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat
(Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	~~$1,525~~ **$1,595** multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	~~$1,525~~ **$1,595** multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	~~$1,525~~ **$1,595** multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	~~$1,525~~ $**1,595** multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,525~~ **$1,595**.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area

	Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by ~~$1,525~~ **$1,595**.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by ~~$1,525~~ **$1,595**.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by ~~$1,525~~ **$1,595**.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit
(Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	~~$2,435~~ **$2,485** per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	~~$4,215~~ **$4,405** per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	

4 inch	~~$510~~ **$530**
6 inch	~~$860~~ **$900**
8 inch	~~$1,525~~ **$1,595**
10 inch	~~$2,390~~ **$2,500**
12 inch	~~$3,430~~ **$3,585**

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat
(Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	~~$10,355~~ **$10,355** per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	~~$10,595~~ **$11,125** per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	~~$11,890~~ **$12,485** per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	~~$11,565~~ **$12,145** per acre ultiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	~~$11,245~~ **$11,805** per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	~~$10,595~~ **$11,125** per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	~~$10,595~~ **$11,125** per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	~~$11,245~~ **$11,805** per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments

rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~$3,825~~ **$3,960** per acre for water trunk line area benefit

~~$3,825~~ **$3,960** per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 4. Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	$250		$0
Conditional Use Permit, other	$500		~~$1,250~~ **$3,000**
Conditional Use Permit, other – amendment	$150		~~$500~~ **$1,000**
Comprehensive Plan Amendment	$500	$50	$2,500
Comprehensive Plan Amendment - minor	$200		$250
Zoning Code Amendment	$500		$500
Zoning Code Amendment – minor	$100		$250
Rezoning	$500	$50	~~$0~~ **$500**
Variance - Residential	$200		$0
Variance - Commercial	$200		
Planned Unit Development Preliminary Final	 $1,000 + plat fees $500		 $5,000 ~~$2,500~~ **$3,000**
Planned Unit Development Amendment	$250		$1,000
Determination of Substantially Similar Use	$200		$200
Major Site Plan Review	$500		~~$2,000~~ **$3,000**
Preliminary Plat	$250/+ $5 per lot		$3,000
Final Plat – single family	$350	$25/lot	~~$2,000~~ **$3,000**
Final Plat - other	$200	$100/acre	$3,000
Waiver of Plat	$300	$25	
Administrative Subdivision	$100	$25/lot	
Street Easement Vacation	$150	$50	**$500**
Street Dedication	$150	$50	
Wetland Conservation Act Certification	$75		

Wetland Replacement Plan	$200	$100/acre	$2,500
Northwest Area Sketch Plan Review			$1,000
Northwest Area Environmental Studies Fee	$80/gross acre		
Abstract Fee	$46		
Interim Use Permit	$500		$1,250
Non Conforming Use Certificate	$500		$1,250

(Ord. 1180, 12-10-2007)

Section 4. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 13th day of January, 2014.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk